

SBI INFRAMANAGEMENTSOLUTIONS PVT. LTD. (SBIIMS) (A Wholly Owned Subsidiary of SBI)

Circle Office:4th Floor ,SBI, Local Head Office, III/1,Pt.J N Marg, Kharvelnagar, Bhubaneswar-751001

Tender for Premises on lease for shifting of Zonal Office, Berhampur, Ganjam

Tender ID: BHU201911023 Date: 11/11/2019

Name of the Tenderer	
Address:	

NOTICE INVITING TENDER

Tender ID: BHU201911023 Date: 11/11/2019

SBIIMS Pvt. Ltd., Circle Office, Bhubaneswar for and on behalf of **SBI-ZONAL OFFICE, Berhampur**, invites offers from the PSUs/Govt. Deptt/ Promoters/Private Parties having ownership of R.C.C Building, ready for immediate occupation at prime location of Berhampur Municipality preferably at Ground floor, with good communication & parking facility for shifting of the existing office premises.

1 Ten	der Details	:	Tender for premises on lease basis for shifting of SBI-Zonal Office, Berhampur.
2 Co	ost of Tender document	:	Rs.1,000/-(Rupees One Thousand only)non-refundable. "Amount to be paid only through SB Collect payment portal available in SBI site https://www.onlinesbi.com ." Tender ID: BHU201911023. The receipt of SB collect
			to be submitted along with technical bid
3 Ten	ders shall remain valid for	:	For a period of 30 days from the date of opening of price bid of tender.
	uilability of Tender cuments	:	 "procurement news" of Bank's Web site www.sbi.co.in Office of the Deputy Manager (Civil), SBIIMS AO Berhampur, Brahma Nagar, 2nd Lane, Berhampur
	der document downloading rt Date	:	From 11:00 A.M on 11/11/2019
1	der document downloading d Date	:	Upto 5.00 P.M on 25/11/2019
sub	at date and time of a mission of technical & see bid		Upto 5.00 PM on 25/11/2019
	e and time of opening of nnical bid		On 26/11/2019 at 11.00 AM.
13 For	any details contact	:	Concerned Engineer : 94375-70450

A. Instructions:-

SBI Infra Management Solutions Pvt Ltd for and on Behalf of State Bank of India, Zonal Office, Berhampur invites offers from PSUs/Govt. Deptt/owners/power of attorney holders for the commercial/office premises having carpet area (inside floor area) of 743.50 Sqm / 8000 Sqft on Lease Rental basis for shifting of Zonal Office, Berhampur.

- The premises should be in prime locality in the Berhampur Municipality preferably on NH-26 with adequate dedicated parking space and predominantly in the cluster of commercial establishment on the First floor or Multiple floors ready/likely to be ready for immediate possession.
- Premises should be ready for possession / occupation or expected to be ready within 15
 Days from the last date of submission of proposal. Preference will be given to ready to
 use premises.
- 4. The format for submission of the "Technical bid" containing detailed parameters, terms and conditions and "Price bid" can be obtained from the **Deputy Manager (Civil), SBIIMS AO Berhampur** from 11/11/2019 to 25/11/2019.
- 5. <u>Tender Processing Fee:</u> Rs.1,000/-(Rupees One Thousand only)non-refundable. "Amount to be paid only through SB Collect payment portal available in SBI site https://www.onlinesbi.com." Tender ID: BHU201911023. The receipt of SB collect to be submitted along with technical bid. Offer submitted with out processing fee shall be rejected. The offers in a sealed cover complete in all respects should be submitted on or before 5.00 PM on 25/11/2019 during working hours at the following address-

DEPUTY MANAGER (CIVIL)
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD,
STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, BERHAMPUR
BRAHMA NAGAR, 2ND LANE, GANJAM, ODISHA-760001

Sd/-Deputy Manager (Civil) SBIIMS Pvt. Ltd., AO Berhampur

B. TERMS AND CONDITIONS

This tender consists of two parts viz. the "Technical Bid" (having terms and conditions, details of offer and Annexure-I) and the "Price Bid". Duly signed and completed "Technical" and "Price Bid" are required to be submitted separately for each proposal (Photo copies may be used in case of multiple offers). The "Technical Bid" (accompanied with non-refundable application fee of Rs. 1000/-(Rs. One Thousand only) as described above) and "Price Bid" for EACH proposal/offer should be enclosed in separate sealed envelopes duly superscribed on top of the envelope as "Technical Bid" or "Price Bid" as the case may be and these envelopes are be placed in a single cover superscribing "Tender for leasing of Commercial/Office premises for SBI-Zonal Office, Berhampur" and should be submitted at the Office of the Deputy Manager (Civil), SBI Infra Management Solutions Pvt. Ltd., State Bank of India, Administrative Office-Berhampur, Brahma Nagar, 2nd lane, Ganjam, Odisha-760001 on or before 5.00PM on 25/11/2019

Important Points / Parameters:-

Carpet Area	743.50 Sqm / 8000 Sqft
(Inside floor area)	
Parking Space	Four dedicated car parking per 92.94 Sq.m (1000 Sq.ft) area & 40 scooter parking space for staff.
Amenities	24 hours Potable water supply & availability of 3-phase electricity Connection of 40 KW load (Contractual Demand)
Possession	Ready possession / occupation/expected to be ready within 3 (three) months from the last date of submission of proposal.
Location	In the Berhampur Municipality Limit, Preferably on the NH 26
Preference	(i)Premises duly completed in all respect with required occupancy certificate and other statutory approvals of local civic authority. (ii) Single Floor (Preference shall be given to GF) (iii) Ready to occupy premises/expected to be ready within 15 (Fifteen) Days from the last date of submission of proposal. (iv) Offer from Govt./Semi Govt. Departments / PSU / Banks
Unfurnished premises	May be considered and Bank will get the interior and furnishing work done as per requirement. However, all mandatory Municipal license/NOC/approval of layouts, internal additions/alterations etc. as necessary from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing/ internal additions/alterations etc. in the premises by the Bank will be arranged by the owner. The building should obtain fire safety certificate from the District Fire Office.
Initial period of lease	The initial period of lease will be 5 years and will be further renewed for 5 years (viz. total lease period 10 years). Increase in rent if any shall be subject to market conditions & to a maximum ceiling of 25% after initial term of 5 years is completed.
Selection procedure	Techno-commercial evaluation by assigning 70% weightage for technical parameters and 30% weightage for price bids
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	3 months from the last date of submission of the offer
	Carpet Area (Inside floor area) Parking Space Amenities Possession Location Preference Unfurnished premises Initial period of lease

11	Stamp duty / registration charges	To be shared in the ratio of 50:50.			
12	Rental Advance	No advance payable.			
13	Fit out period	1 Month after completion of civil work and other mandatory approvals by Land lord.			

C. DETAILED TERMS AND CONDITIONS:

- 1. The successful bidder should have clear and absolute title to the premises and furnish legal title report from the SBI empanelled advocate at his own cost. The successful vendor will have to execute the lease deed as per the standard terms and conditions finalized by the SBI for the purpose, and the stamp duty and registration charges of the lease deed will be shared equally (50:50) by the lessors and the SBI. The initial period of lease will be 5 years and will be further renewed for 5 years (viz. total lease period 10 years) with requisite exit clause to facilitate full / part de-hiring of space by the SBI during the pendency of the lease. As regards increase or decrease in rents payable, increase in rent if any shall be subject to market conditions & to a maximum ceiling of 25% after initial term of 5 years is completed. After 10 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed for further term of 5 + 5 years.
- 2. Tender document received by the SBIIMS Pvt. Ltd., Administrative Office Berhampur after due date and time i.e **25/11/2019 after 5.00 PM shall be rejected**.
- 3. The lessors are requested to submit the tender documents with relevant documents (ROR, AADHAR, PAN, Photograph of the building, copy of approved layout Plan) and information at the following address:

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD, STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, BERHAMPUR BRAHMA NAGAR, SECOND LANE GANJAM, ODISHA-760001

- **4.** All columns of the tender documents must duly filled in and no column should be left blank. All pages of the tender documents (Technical and Price Bid) are to be signed by the authorized signatory of the tenderer. Any over-writing or use of white ink is to be duly initialed by the tenderer. The SBIIMSPL/SBI reserves the right to reject the incomplete tenders.
- 5. In case the space in the tender document is found insufficient, the lessors/ tenderers may attach separate sheets.
- 6. The **offer should remain valid** at least for a period of **6 (SIX) months** to be **reckoned from** the last date of submission of offer (i.e 25/11/2019)
- 7. There should not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other conditions, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the lessor is required to attach a separate sheet "list of deviations", if any.

- 8. The **Technical Bid** will be **opened on 26/11/2019 at 11.30 AM** in presence of tenderers who choose to be present at **Zonal Office, Berhmapur**. All tenderers are advised in their own interest and cost to be present on that date at the specified time. In any case if the tenders will extended it will be notified in the office notice board.
- 9. The SBIIMSPL/SBI reserve the right to accept or reject any or all the tenders without assigning any reason there for.
- 10. Canvassing in any form will disqualify the tenderer. **NO BROKERAGE WILL BE PAID TO ANY BROKER.**
- 11. The short-listed lessors will be informed by the SBIIMSPL/SBI for arranging site inspection of the offered premises. The intimation shall be in SMS & Call. Hence lessors are requested to provide their valid contact numbers.
- 12. Income Tax and other statutory clearances shall be obtained by the lessors at their own cost as and when required. All payments (Rent + GST as per Govt. Rule) to the successful tenderer shall be made by RTGS/NEFT.
- 13. **Preference** will be given to the exclusive building/floor in the building having ample parking space in the compound / basement of the building. **Preference will also be given to the premises owned by the Govt. Departments / Public Sector Units / Banks as stated earlier.**
- 14. Preference will be given to the buildings on the NH
- 15. The details of parameters and the technical score has been incorporated in **Annexure I**. The selection of premises will be done on the basis of **techno commercial evaluation**. **70%** weightage will be given for **technical** parameters and **30%** for **price bid**. The score finalized by Committee of the SBIIMSPL/SBI in respect of technical parameters will be final and binding to the applicant.
- 16. The **income tax and other taxes** as applicable will be **deducted at source** while paying the rentals per month. **All taxes and service charges** shall be **borne by the landlord**. While renewing the lease after expiry of initial lease period of (5+5) years, the effect of subsequent increase/decrease in taxes and service charges shall be taken into account for the purpose of fixing the rent.
- 17. However, the landlord will be required to bill the SBI every month for the rent due to them indicating the GST component also (if applicable) in the bill separately. The bill also should contain the GST registration number of the landlord, apart from name, address etc. of the landlord and the serial number of the bill, for the bank to bear the burden of GST, otherwise, the GST if levied on rent paid by landlord directly, shall be reimbursed by the SBI to the landlord on production of such payment of tax to the Govt. indicating name, address and the GST tax registration number of the landlord.

18. Mode of measurement for premises is as follows:

Rental will be paid on the basis of "Carpet area (inside floor area)" which is to be measured only after addition and alteration work carried out as per banks approved layout plan for the Branch.

A. Rentable Carpet area (inside floor area) shall be area at any floor excluding the following area

Walls, Columns, Balconies, Portico/Canopy, Staircase, Lofts, Sanitary shafts, Lift wells, Space below window sill, Box louver, AC duct

B. Measurement of Mezzanine floor area (if any) shall be considered as under: Floor to ceiling Height

Above 2.6m: 100% of carpet area.

Above 2.1m upto 2.6m: 50% of carpet area.

Below 2.1m: Not to be considered

C. The following shall be including in wall area and shall not be measured. Door and door opening in the walls, Build in cupboards

- 19. The floor wise area (viz. Ground, First, etc.) with the corresponding rate for rent/taxes should be mentioned in the Price Bid. The number of car parking spaces/Slot offered should be indicated separately
- 20. The successful lessor should arrange to obtain the municipal NOC/approval of layouts, internal addition/alteration works etc. from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Bank. Lessor should also obtain the completion certificate from Municipal authorities after the completion of the above works. The required additional electrical power load and Civil work of as required will also have to be arranged by the lessor at his/her cost from the State Electricity Board or any other private electricity company in that area etc. and NOC and the space required for installation and running of the Generator (in case Generator is not provided) will also have to be provided within the compound by the lessors at no extra cost to the Bank.
- 21. Lessor should obtain and furnish the structural stability certificate from the licensed structural consultant at his cost and arrange for requisite permission/approval for installation of Roof top antenna/outdoor units of air-conditioners/ display of signboards etc.
- 22. The lessor shall also obtain/submit the proposal to Municipal Corporation/Collector/town planning etc. for the approval of plans immediately after receipt of approved plans along with other related documents so the interior renovation work can commence, in case of unfurnished premises.
- 23. After the completion of the interior works, etc. the lease agreement will be executed and the rent payable shall be reckoned from the date of occupation. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises.
- 24. All the civil work as per plan & specifications provided by SBIIMSPL/SBI pertaining to construction of ATM / e lobby, Record & Stationary room, System and UPS room, ladies and Gents Toilets block (including plumbing/sanitary fittings), Pantry, Staircases, Main and Exit Door (Rolling shutter with collapsible gate), Grills to all Windows. Rolling shutters and collapsible door to Main and Exit doors will be carried out by the lessor at his cost. Flooring Shall be vitrified tiles and to be done by the Landlord/Landlady.
- 25. Bank shall take possession of the demised premises only after completion of all the civil construction works & submission of necessary certificates from the licensed Structural consultant and Architect, as required by the SBIIMSPL/SBI and fulfillment of all other terms and conditions of technical bids as mentioned above.

DETAILS OF OFFER (Part of technical bid)

OFFER SUBMITTED FOR LEASING PREMISES

(If anybody willing to offer for more than one premises, separate application to be submitted for each premises) With reference to your advertisement in ______ dated _____ We hereby offer the premises owned by us for Commercial / Office use on lease basis: **General Information:** Α Location: Distance from the Existing Branch (in KM) Distance from the Bus stand (in KM) В Address Name of the Building Plot No & Door No. Name of the Street Name of the City Pin Code Name of the owner Address Name of the contact person Mobile no. Email address A. Technical Information (Please tick at the appropriate option) a. Building : Load bearing (____) RCC Framed Structure(____) b. Building: Residential (____), Institutional (____), Industrial (____), Commercial (____). c. No. of floors (____) d. Year of construction and age of the building (_____). e. Floor of the offered premises: Level of the Floor Carpet Area (inside floor area) Ground Floor First Floor

Note- The rentable area shall be in accordance with the one mentioned under clause/para

Total Area

18 of "Technical Bid".

B. Building ready for occupation-Yes/No

No. of car parking/scooter parking which can be offered

If no, how much time will be required for occupation _____ with end date.

C. Amenities available

Electric power supply and sanctioned load for the floors
Offered in KVA (Mentioned)

Availability of Running Municipal Water Supply

Whether plans are approved by the local authorities
(Enclose copies)

Whether NOC from the local authorities has been received

Whether occupation certificate has been received
(Enclose copy)

Whether direct access is available, if yes give details

Yes/No

Yes/No

Declaration

Exclusively to the Bank

I/We have studied the above terms and conditions and accordingly submit our offer and will abide by the said terms and conditions in case our offer of premises is accepted.

Car-

Scooter-

I/We also agreed to construct/addition/alteration i.e. Cash safe Room, Record/Stationary room, System/ups Room, Ladies and Gents Toilet and Pantry with all fittings and fixtures, Verified Tile Flooring and other works as per Banks specifications and requirement.

ANNEXURE – I (PART OF TECHNICAL BID)

Parameters based on which technical score will be assigned by SBIIMSPL/SBI.

(NOT TO BE FILLED BY THE PROSPECTIVE LANDLORD) TECHNICAL PARAMETERS AND SCORING BASED ON THEIR MARKS

The detailed list and marks assigned to each parameter is as under:

SI. No.	Parameter	Maximum Marks
1	Distance from Existing Premises	5 Marks
	 up to 1.0 KM (5 Marks) more than 1.0 KM and up to 3.0 KM (3 Marks) more than 3.0 up to 5.0 KM (1.5 Marks) more than 5.0 KMs (0 Marks) 	
2	Available of Frontage of the premises up to 10 m (10 marks) from 7.5 m to 10 m (7.5) from 5 m to 7.5 m (5) less than 5 m (0)	10 Marks
3	Near by surroundings, approach road and Location	15 Marks
	I)Commercial Market Place with wide approach (15 marks) II) Partly Commercial/ Residential locality with wide approach (10 marks) III) Commercial Market Place with narrow approach (7.5 marks) IV) Partly Commercial/ Residential locality with narrow approach (5 marks)	
4	Quality of construction, Load Bearing/ RCC framed structure & adequately ventilated, Ambience, Suitability of premises, Availability of amenities Excellent (20 Marks) Good (15 Marks) Satisfactory (10 Marks) Unsatisfactory (0 Marks)	20 Marks
5	Age of the Building: I less than 1 year (15 Marks) more than 1 year less than 5 years (10 Marks) more than 5 years (5 Marks)	15 Marks
6	Availability of Premises on First Floor + Second Floor (20 Marks) First Floor + Second Floor + Third floor (15 Marks) Above Third floor (10 Marks)	20 Marks
7	Availability of Parking Space (15 Marks) Open parking / Basement Parking as per tender (15 Marks) Open parking / Basement Parking less than specified in the tender (10 Marks)	15 Marks

ANNEXURE – II (DRAFT LEASE AGREEMENT)

The of		Agreement 20				this	day
	vife of Shri		Detwee	11 31111 /311	п		(hereinafter
			h expre	ssion unle	ess rei	ougnant	to the context shall include his
							and assigns) of the one part.(If
							ccordingly be changed).
AND							
							ank of India Act, 1955 having its
							d, Mumbai, a Local Head Office
							hereinafter referred to as "The
			-		ss rep	ougnant	to the context shall include its
		ssigns) of the	e other p	oart.			
	REAS	- /		4 . 6 41 1			d to supply to the Lagran a lagran
	` '		•			_	d to grant to the Lessee a lease
							and the Lessee has agreed to ecified herein below.
	•						and sufficiently entitled to the
							d entitled to grant a lease of
							larly described in the schedule.
•	•			•		•	he rent hereinafter reserved and
							n the part of the lessees to be
		•					nto the lessee the premises as
desci	ribed in sc	hedule here	togeth	er with t	he e	asemen	ts, liberties, appendages and
appu	rtenances t	hereunto bel	ongings	with exc	clusive	e and i	ndependent entry to the said
							rom public road and the right to
							ound the said premises and the
	•	•					n to have and to hold the said
prem	ises (herein	after referred	to as t	ne "demise	ed pre	emises")	unto the lessee for the term of
	_ years com	imencing fron	n	<u> </u>	with th	ne absol	ute option to the Bank to renew ing and paying thereof unto the
tne ie	ease for furt	ner	terms of	OT	_ year	s, yieidi	ng and paying thereof unto the
lesso	ers the montr	nly rent of Rs		SUI	bject t	0 105 0	on or before the day of
	_				onside	eration c	of the lease of the premises the
	•	venant with the			e mai	v contin	ue throughout the term hereby
		by covenant		-			-
		•		•	,		agreed / the said monthly rent
							subject to TDS.
							by the Lessee in the demised
		•		•			reading of the electric metre or
				•	_		the Lessor (s) at his/their costs
	for the Lesse				•	,	,
2							

The Lessee shall be entitled at any time during the said terms; to install, erect, fix and set up such internal partitions, walls and electrical and sanitary and other fixtures and fittings, counters, vaults, lockers, cabinets, doors, gates, air-conditioning plants in the demised premises and every part thereof as the Lessee may require without causing any material damage or injury to the demised premises and on the expiration or sooner determination of this lease to remove the same and every part thereof at its own costs without thereby causing any material damage to the demised premises.

- ii. To use the demised premises for the purpose/s mentioned herein below :-
 - (a) on site ATMs
 - (b) Housing of outfits of the subsidiaries/associates of the lessee.
 - (c) For cross selling purposes
 - (d) Branch/Office of the lessee
 - (e) Guest House etc.
- (iii) To display its signboard / boards, hoarding, neon signs in such a manner at such portion of the demised premises whether inside or outside or on the outer wall of the demised premises which the Lessee may in its absolute discretion think fit and the Lessor (s) shall have no objection thereto.
- (iv) To yield and deliver up peacefully and quietly vacant possession of the demised premises to the Lessor (s) at the expiration or earlier determination of the lease period as the case may be, in a good condition except reasonable wear and tear.
- (v) To allow the Lessor/s or his / their agents to enter, with or without workmen and / or architects, contractors etc. the demised premises or any part thereof by giving prior notice in writing to the Lessee to inspect the state and condition of the premises or any part thereon for the purpose of carrying out such repairs as required / found necessary under law or otherwise.
- 3. The Lessor (s) do and each of them both hereby covenant with the Lessee as follows:-
- i. On the Lessee paying monthly rent hereby reserved and covenants and conditions herein contained and on the part of the Lessee to be observed the Lessee shall quietly hold, possess and enjoy the demised premises and every part thereof during the period of lease or any extension thereof without any interruption from or by the Lessor (s) or any person or persons lawfully or equitably claiming by / through / under or in trust for the Lessor/s or successors or assigns.
- ii. The lessor/s hereby declare and acknowledge the availment of ______ loan of Rs._____ for the construction of new premises / for carrying out additions / alterations to the premises and lessee is entitled to adjust 75% or entire rent towards the installments / dues for liquidation of the said loan with interest within a maximum period of 7 years as stipulated under the loan documents dated _____ and is also bound by the terms and conditions agreed to under the said loan documents.
- iii. The Lessor (s), shall not nor shall he/they allow any person to use or carry on any noisy hazardous occupation or business in or upon any part of the said premises or any adjoining premises thereon which may cause annoyance or inconvenience to and / or otherwise likely to be prejudicial to the interest of the lessee at the demised premises.
- iv. The Lessor (s), during the lease or extension thereof shall pay all present and future municipal taxes assessments and / or other outgoing or impositions whatsoever payable by the owner and / or occupier in respect of the demised premises under the law for the time being in force and shall keep the lessee/s indemnified against all claims, demands, action, suits and proceedings in respect of the same.
- v. The Lessor/s shall maintain at his / their cost adequate and continuous supply of electricity and hygienic, potable filtered and / or tube-well water by means of electrical water pumps and overhead tanks or otherwise for the use of the lessee in the demised

- premises and to operate and maintain the water pumps in proper condition at their cost.
- vi. The Lessor (s) at his / their own cost, shall effect major repairs to the demised premises and or replacement of plumbing, sanitary, electric fixtures supplied by them, doors, windows glass panes as and when the need arises and upon the request from the lessee for such repairs etc. The Lessors shall keep the demised premises wind and water right and maintain proper repair and condition, the electric, sanitary, water fittings, equipments and appliances, pipelines, drains and sewers and execute all repairs to the demised premises as and when required and also whitewash, colour painting of the interior and exterior of the demised premises atl east once in every three years, including painting of the doors and windows.
- vii. The Lessor/s shall keep the demised premises insured at all time during the term hereby created or any extension/s thereof from loss or damage by fire, earthquake, riots and against such other risks as may be required by the lessee and to make all payments necessary for the above purposes within three days after the same shall respectively become payable and to produce to the Lessee or its agent on demand the several policies of such insurance and the receipts for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and to make up any deficiency out of the Lessor's own moneys.
- viii. The Lessor(s) warrants that he / they has / have good, rightful power, absolute authority and indefeasible title to demise the demised premises to the Lessee in the manner herein appearing free from all encumbrances, trusts, his dependents, executions and attachments whatsoever.
- ix. The lessor(s) will not during currency of the lease transfer, mortgage, sell, assign or otherwise create any interest in the demised premises without the prior consent of the Bank in writing.
- x. The Lessor has no objection for Lessee to assign / transfer / sublet the demised premises or part thereof.
- xi. The Lessor shall have no objection whatsoever to the Bank installing, providing and operating a DG Set of required capacity in the demised premises.
- xii. In future, if the Bank requires additional power the Lessor shall arrange for such additional power as per the Bank's requirement at the Bank's cost and expenses. The maintenance cost of the transformer, if installed for the use of Bank shall be born by the Bank, however the cost shall be divided amongst all occupants as per the demand load/connected load.
- 4. It is hereby agreed by and between the parties hereto as follows:-
- i. In case of default in the payment of the taxes and other statutory dues, service charges, dues to society by the lessor (s) and a demand notice is served on the Bank, the lessee may make payment of the same and such payment shall be against adjustment of future rents payable.
- ii. If the Lessor (s) shall fail or neglect to pay rents, revenues, rates, taxes, impositions, outgoing and ceases howsoever or whatsoever payable by owner or occupant in respect of the demised premises and / or to keep the demised premises and every part thereof in good repair and condition and /or to keep the demised premises insured for such sum and against such risks as may be required for by the Lessee it shall be lawful (but not obligatory) for the Lessee to pay such rates, revenues, taxes, impositions, outgoings and ceases, to incur expenses to keep the demised premises and every part thereof in good

- repair and condition to keep the demised premises insured for such sum and against such risks as the Lessee in its absolute discretion may think fit and in any one or more of such cases the Lessee will be entitled in its absolute discretion to deduct such payments and such expenses as aforesaid with applicable interest from the rent hereby reserved.
- iii. In the event of the demised premises or any part thereof being materially damaged or destroyed by earthquake, tempest or other act of God, fire, riots or any irresistible force so as to render the demised premises or any part thereof substantially and permanently unfit for the purposes for which they were let, this lease shall, at the option of the Lessee, be void but in the event of the Lessee desiring to continue the lease and the Lessor (s) agreeing to repair the damage or injury the Lessee shall vacate such portion of the demised premises as may be required to enable the Lessor (s) to repair and to restore them to their former state and condition and in such event the whole or proportionate part of the rent as the case may be shall abate till demised premises are restored to their former conditions and the Lessee shall continue to pay the full rent from the date of such completion of repairing or restoration to the satisfaction of the lessee.
- iv. In the event of the demised premises or any part thereof being acquired or requisitioned by Government or any local authority under any Act for the time being in force this Lease shall be determined and the parties shall be entitled to such compensation as they may respectively be entitled under the law.
- v. Notwithstanding anything to the contrary herein before contained, the Lessee shall be entitled and shall have the option to terminate this Lease at any time on giving ______calendar months' prior notice in writing to the Lessor (s) and on expiration of the period to be mentioned in such notice this lease shall cease to be operative.
- vi. If the lessors shall at any time fail and neglect to perform and observe any of the covenants and conditions herein contained and on his/their part to be observed and performed then the Lessee shall be entitled at its option to forthwith determine this Lease.
- vii. The Lessors shall at the request of the Lessee made before the expiration of the term hereby created execute and register a renewed lease of the demised premises in favour of the Lessees a lease for further period/s of ______ from the date of expiration of term hereby created on the same terms and conditions as are herein contained except the monthly rent which may be reduced / increased as mutually negotiated and in any case the increase in rent shall not be more than _____ % of the then existing arrangement. However, if the rent, rates in the market are falling, both lessor and lessee shall negotiate and decide as to reduction in the rent prescribed therein. That the expenses on stamp duty and registration charges required for the execution of lease deed and renewal of lease deed shall be borne by the parties i.e lessors and the Bank in equal sharers.
- viii. Notwithstanding anything contained herein above the lessee shall be entitled to surrender, leave and deliver the unused, un-utilized portion/area of the leased premises property to the Lessor in case the Lessee feels that the unused, un-utilized and excess area is not required for the purpose taken on lease during the tenure / currency of the lease without determining / terminating the said lease and continue in occupation the portion required for the purpose after surrendering of the unused and unutilized area / portion and in the event of such partial surrender of the un-utilized area / portion, then rent fixed for the lease will be reduced / decreased proportionately according to the area / portion surrendered by the Lessee. And if such surrender is going to affect the exclusive/independent entry/use for /of the branch/office, the landlord shall make suitable arrangement so that the exclusive independent entry /use for/of the branch/office is not

- affected in any manner.
- ix. In case the Lessee desires to obtain a Lease of further floor area in the said premises, the Lessor (s) shall grant such Lease to the Lessee, the rent for such further floor area will be determined considering the prevailing circumstances for the time being but in and the period of such Lease shall be co-extensive and coterminous with the period of the Lease in respect of the premises already leased in favour of the Bank.
- x. In the event of the Lessor (s) deciding to sell the demised premises during the tenancy, they shall in the first instance offer the premises to the Bank and the Bank shall within one calendar month from the date of receipt of such offer either accept or reject such offer.

The Schedule above referred to IN WITNESSES WHEREOF THE PARTIES hereto have executed these presents the day and year first above written.

hereto have executed these presents the day and year first above written.

SIGNED SEALED AND DELIVERED

By the above named
In the presence of

SIGNED SEALED AND DELIVERED

By the above named
In the presence of For and on behalf of

State Bank of India,

Br.

Lessee

Witness:-