



## STATE BANK OF INDIA

### **NOTICE INVITING TENDER (NIT)** **REQUIREMENT OF COMMERCIAL/ OFFICE PREMISES FOR REGIONAL BUSINESS** **OFFICE KOLHAPUR (05230)**

State Bank of India invites offers from owners/power of attorney holders for the commercial/office premises on Lease Rental basis for Shifting of following branch in Kolhapur.

SL NO	Name of Branch	Status of Branch	Desired Location	Carpet Area Requirement including strong room (+/- 10%)	Locker Room* (Carpet Area)
1	REGIONAL BUSINESS OFFICE KOLHAPUR	Shifting	NEAR TO EXISTING RBO WITHIN KOLHAPUR CITY	557.41 (6000 Sq ft)	-

**Note:**

- A. In case of requirement of Locker room\* (B/C) class for lockers and storing other valuables, the same needs to be constructed in the premises as per IS (15369:2003) specifications at owner's cost.
  - B. In case of Locker room (B/C) class is not required as in A above, strengthening of floor slab is required to bear the additional load of "Locker Safe" to be kept in the premises.
2. The premises should be preferably in prime locality at respective desired locations preferably on a main road with adequate dedicated parking space and predominantly in the cluster of commercial establishments on the **Single floor** ready/likely to be ready for immediate possession.
  3. Premises should be ready for possession / occupation or expected to be ready within 3(three) months from the last date of submission of proposal. Preference will be given to ready to use premises. Preference will also be given to Premises owned by the Govt./Semi-Govt. departments / Public Sector Units / Public Sector banks.
  4. The offers in a sealed cover complete in all respects should be submitted on or before **3.00pm on 20/07/2023** during working hours at the following address-

The Regional Manager  
State bank of India,  
Regional Business Office  
Ayodhya Towers, 2<sup>nd</sup> Floor  
Dabholkar Corner, Kolhapur - 416002.

The SBI reserves the right to accept or to reject any offer without assigning any reason therefor. No correspondence in this regard will be entertained.

**No Brokers please.**

REGIONAL MANAGER  
RBO KOLHAPUR.

**TECHNICAL BID**  
**TERMS AND CONDITIONS**  
**OFFER/LEASING OF COMMERCIAL/OFFICE PREMISES**

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 (Photocopies may be used in case of multiple offers). The "Technical Bid" 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 to be placed in a single cover superscribing "**Tender for leasing of Commercial/Office premises for Regional Business Office Kolhapur**" and should be submitted at the Office of the **The Regional Manager, State Bank of India, Ayodhya Towers, 2<sup>nd</sup> Floor, Dabholkar Corner, Kolhapur - 416002** on or before **3.00PM on 20/07/2023**.

**Important points of Parameters -**

1	Carpet Area	As specified in NIT
2	Parking Space	Eight dedicated car parking per 92.94sqm (1000sqft) area & 25 to 30 dedicated Two wheelers parking for staff.
3	Open parking area	Sufficient open parking area for customers
4	Amenities	24 hours Potable water supply availability, Generator power back up, Electricity etc.
5	Possession	Ready possession / occupation/expected to be ready within 3 (three) months from the last date of submission of proposal.
6	Premises under construction	Will not be considered and rejected.
7	Location	In the vicinity of the existing Branch to be shifted (in case of shifting of Branch) & location as specified in NIT (in case of new Branch)
8	Preference	(i) Premises duly completed in all respect with required occupancy certificate and other statutory approvals of local civic authority. (ii) Single Floor (lift/ramp facility should be available) (iii) Offer from Govt./Semi Govt. Departments / PSU / Banks (iv) Ready to occupy premises/ expected to be ready within 3 (three) months from the last date of submission of proposal.
9	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.
10	Initial period of lease	5 + 5 +5 years (Max 15% hike after every 5 years) with an option to renew for a further period on mutually negotiated rates after a period of 15 years.
11	Selection procedure	Techno-commercial evaluation by assigning 70% weightage for technical parameters and 30% weightage for price bids.
12	Validity of offer	6 months from the last date of submission of the offer
13	Stamp duty / registration charges	To be shared in the ratio of 50:50.
14	Fit out period	3 Months after completion of civil work and other mandatory approvals by Landlord.
15	Rent payable	After the completion of the interior works, etc by the bank, the lease agreement will be executed, and the rent payable shall be reckoned from the date of occupation.

### **TERMS AND CONDITIONS**

1.1 The successful vendor should have clear and absolute title to the premises and furnish legal title report from the SBI empaneled 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 the lease will be 5 years and will be further renewed for 5 years terms (viz. total lease period 15 years) with requisite exit clause to facilitate full / part de-hiring of space by the SBI during the pendency of the lease. As regards the increase or decrease in rents payable, increase in rent if any shall be subject to market conditions & to a maximum ceiling of 15% after each term of 5 years is completed. After 15 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed for further term of 15 years.

1.2 Tender document received by the SBI after due date and time i.e **20/07/2023 after 3.00 pm shall be rejected.**

1.3 The lessors are requested to submit the **tender documents in separate envelopes** superscribed on top of the envelope as **"Technical Bid"** or **"Price Bid"** as the case may be duly filled in (as stated earlier) with relevant documents/information at the **following address:**

The Regional Manager,  
State bank of India,  
Ayodhya Towers, 2 nd Floor,  
Dabholkar Corner,  
Kolhapur - 416002.



1.4 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 SBI reserves the right to reject the incomplete tenders.

1.5 In case the space in the tender document is found insufficient, the lessors/ tenderers may attach separate sheets.

1.6 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 20/06/2023)**

1.7 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.

1.8 The **Technical Bid** will be **opened on 21/07/2023 at 11.30 AM** in presence of tenderers who choose to be present at the office of The Regional Manager, State bank of India, Ayodhya Towers, 2<sup>nd</sup> Floor, Dabholkar Corner, Kolhapur – 416002. All tenderers are advised in their own interest to be present on that date at the specified time.

1.9 **The SBI reserve the right to accept or reject any or all the tenders without assigning any reason therefor.**

1.10 Canvassing in any form will disqualify the tenderer. **NO BROKERAGE WILL BE PAID TO ANY BROKER.**

1.11 The shortlisted lessors will be informed by the SBI for arranging site inspection of the offered premises.

1.12 **Income Tax and other statutory clearances shall be obtained by the lessors** at their own cost as and when required. **All payments (Rent + GST)** to the successful tenderer shall be made **by Account Payee Cheque or RTGS/NEFT.**

1.13 **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.**

1.14 Preference will be given to the buildings on the main road.

1.14a 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 the Committee of the SBI in respect of technical parameters will be final and binding to the applicant.

1.15 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+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.

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.**

1.16 **The interest free rental deposit equivalent to maximum six month's rent may be granted to the landlord at the time of taking possession of the premises** depending upon the need / demand of the landlord for the same and such deposit will have to be adjusted during the last six months of occupation.

1.17 **Mode of measurement for premises is as follows:**

Rental will be paid on the basis of "Carpet 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 shall be area at any floor excluding the following area**

1. Walls
2. Columns
3. Balconies
4. Portico/Canopy
5. Staircase
6. Lofts
7. Sanitary shafts
8. Lift wells
9. Space below window sill
- 10.Box louver
- 11.AC duct

**B. Measurement of Mezzanine floor area (if any) shall be considered as under:**

**Floor to ceiling Height**

- |                          |                      |
|--------------------------|----------------------|
| 1. Above 2.6m:           | 100% of carpet area. |
| 2. Above 2.1m upto 2.6m: | 50% of carpet area.  |
| 3. Below 2.1m:           | Not to be considered |

**C. The following shall be included in wall area and shall not be measured.**

1. Door and door opening in the walls
2. Build in cupboards

1.18 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.**

1.19 **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.** Lessors 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.

1.20 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 signages' etc.

1.21 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.

1.22 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.

1.23 All the civil work as per plan & specifications provided by SBI pertaining to construction of Cash Room/Strong room/Locker Room, ATM / e lobby, Record & Stationary room, System and UPS room, ladies and Gents Toilets (including plumbing/sanitary fittings), Pantry, Staircases, Main and Exit Door, Grills to all Windows. Rolling shutters and collapsible doors to Main and Exit doors will be carried out by the lessor at his cost. The flooring of the banking hall of the premises shall be of Doubled charged vitrified tiles and flooring of Record/Stationary Room shall be of Polished Kota stone. Lessor(s) will be required to engage the Architect, as approved by the SBI for supervision of the entire activities of construction, at their own cost.

1.24 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 SBI and fulfillment of all other terms and conditions of technical bids as mentioned above.

Place:

Name & Signature of bidder/lessor(s)

Date:

with seal if any



**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 the \_\_\_\_\_ dated \_\_\_\_\_

We hereby offer the premises owned by us for Commercial / Office use on lease basis:

**General Information:**

<b>A</b>	<b>Location:</b>	
A.1	Distance in Km from the Existing Branch	
A.2	Distance in Km from the nearest City Bus Stop.	
<b>B.</b>	<b>Address:</b>	
B.1	Name of the Building	
B.2	Plot No & Door No.	
B.3	Name of the Street	
B.4	Name of the City	
B.5	Pin Code	
<b>C</b>	<b>Name of the owner</b>	
C.1	Address	
C.2	Name of the contact person	
C.3	Mobile no.	
C.4	Email address	

**Technical Information (Please ✓ 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 Floor	Carpet area
<b>Total Floor Area</b>	

Note- The rentable area shall be in accordance with the one mentioned under clause/para 1.17 of "Technical Bid".

Building ready for occupation-Yes-----No-----

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

**Amenities available**

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

Availability of Running Municipal Water Supply Yes/No

Whether plans are approved by the local authorities  
(Enclose copies) Yes/No

Whether NOC from the local authorities has been received Yes/No

Whether occupation certificate has been received  
(Enclose copy ) Yes/No

Whether direct access is available, if yes give details Yes/No

Whether fully air conditioned or partly air conditioned Yes/No

Whether lift facilities are available Yes/No

No. of car parking/scooter parking which can be offered  
Exclusively to the Bank Car-  
Scooter-





**Declaration**

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.

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.

Place:

Date:

Name and signature of lessor(s) with seal



## **ANNEXURE – I (PART OF TECHNICAL BID)**

### **PREMISES REQUIRED ON LEASE**

Parameters based on which technical score will be assigned by 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:

Sr No	Parameter	Maximum Marks
1	Distance from desired location. i) upto 0.5 Kms (10 marks) ii) More than 0.5 Km and upto 01 kms (7 marks) iii) More than 01 and up to 02 Kms (5 marks) iv) More than 2 Kms (0 marks)	10
2	Available of amenities like lift, broad staircase, water supply i) Suitably available (10) ii) Available (5) iii) Not available (0)	10
3	Nearby surroundings, approach road and location i) Commercial Market Place with wide approach (10 marks) ii) Partly Commercial/ Residential locality with wide approach (7 marks) iii) Commercial Market Place with narrow approach (5 marks) iv) Partly Commercial/ Residential locality with narrow approach (0 marks)	10
4	Quality of construction, Load Bearing/ RCC framed structure & adequately ventilated, Ambience & Suitability of premises. i) Excellent (40) ii) Good (30) iii) Satisfactory (15) iv) Unsatisfactory (0)	40
5	Availability of Premises on i) Single Floor (20) ii) Spread on Two Floors (10) iii) More Than Two Floors (0)	20
6	i) Availability of Parking as specified (10) ii) Availability of parking less than as specified (5)	10
	<b>TOTAL</b>	<b>100</b>

Place:

Date:

Name & Signature of lessor with seal if any



**PRICE BID**

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

With reference to your advertisement in the \_\_\_\_\_ dated \_\_\_\_ and having studied and understood all terms and conditions stipulated in the newspaper's advertisement and in the technical bid, I/We offer the premises owned by us for Commercial/office use on lease basis on the following terms and conditions:

**General Information:**

**Location:**

a.	Name of the Building	
a.1	Door No.	
a.2	Name of the Street	
a.3	Name of the City	
a.4	Pin Code	
b.	(i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address	

Name & Signature of lessor with seal if any



**Rent:**

Level of Floor/Floor No.	Carpet Area (sqm)	Rent per sqm. per month (Rs.) #Please refer note below	Total rent per month
Total			

**# Rentable area will be based on "Carpet area" of the floor in accordance with the one mentioned under para / clause / item 1.17 of technical bid. Please note that the rent should be inclusive of municipal taxes/cess, service charges like society charges, maintenance charges etc. and will not be paid separately by the Bank. The GST if levied on rent paid, shall be reimbursed by the SBI to the landlord on production of such payment of tax to the Govt.**

**Declaration**

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

Place:

Date:

Name & Signature of lessor(s) with seal if any



**SPECIMEN OF CONSENT LETTER OF LEASE**

Place:

Date:

From: .....

.....

(Mention the name/s and complete address of the landlord/s or officer/s with pin code)

To:

The Manager / Chief Manager / General Manager.....

(Name of the Branch / office)

Dear Sir,

Sub : Building / Premises No. ....

Situated at .....

(Mention complete address with pin code)

Ref: My / our offer letter at.....

.....

I / We, the owner/s (or the authorized and competent lesser/s in case of offer/s) confirm having let out / to be let out the above building / premises together with the furniture / fixtures (only if provided by the landlords) on the following terms and conditions.

I / We shall give possession of the premises to the Bank on or before ..... (Date)

- 1. The built up area are of the premises let out for the exclusive use of the Bank as Office premises shall be –

Built up area

..... sq. ft. on the ground floor)

.....sq. ft. on the first floor)

.....sq. ft. on the second floor)

.....sq. ft. in the basement floor)Wherever applicable

.....sq. ft. open on terrace/ground) wherever applicable

.....sq. ft. Total

as ascertained by joint measurement.

- 2. The monthly compensation payable by you for the said premises shall be basic rent @ Rs...../- per sq. ft. of built up area of .....sq. ft. and service charges Rs..... And tax Rs.....

- 3. The period of lease shall be 5 years w.e.f. .... (date of possession) with an option in favour of the Bank to continue for a further period of ..... years on the same terms and conditions (or with increase in total compensation for the option period)



4. The Bank shall have an option to terminate the lease prematurely by giving three months' notice in writing to me/us and I/We shall not claim/not entitled for any compensation/rent for the unexpired period of lease.

5. All the taxes and assessments in respect of the above premises shall be paid by me/us (or by the Bank as stipulated in the sanction). If any notice is received by Bank from the authorities concerned on account of default, I/We shall pay the liabilities immediately or I/We authorize you to pay the same against adjustment of future rent payable to me/us.

6. Charges in respect of consumption of water and electricity meters have been/will be installed at my/our cost.

7. I/We agree to carry out periodical repairs at my/our cost to the premises to make it tenantable and also to white/colour wash the premises at least once in two/three years. In case the repairs and white/colour washing is/are not done by me/us as agreed herein, you will be at liberty to carry out such repairs, white/colour washing etc. at my /our cost and deduct all such relative expenses from the rent payable to me/us.

8. Special provisions for strong room, AC installation and operation and maintenance, lift operation and maintenance any other will be made by me/us

9. I/We have received a sum of Rs.....(Rupees..... only) as interest free advance rent which shall be refunded by me/us at the time of your vacating the premises. However, you are at liberty to adjust the said sum towards the monthly compensation payable to me/us for any period.

10. Rent will be chargeable for each floor/distinct wing from the date the same is handed over ready for occupation.

11. I/We have received a sum of Rs.....(Rupees .....only) as loan at.....% interest, The loan will be repaid with interest applicable from time to time, by me/us by adjusting the entire monthly compensation payable to the loan account till the same is got closed fully with interest. I also undertake to pay additional interest @ 2% over and above the rate prescribed for the loan in case I/We fail to give possession of premises within 6 months (as per the period agreed) from the date of 1st

Place:

Date:

Name & Signature of lessor(s) with seal if any



## SAMPLE FORMAT OF LEASE AGREEMENT

The Lease Agreement is made on this \_\_\_day of 20\_\_\_ between Shri /Smt. \_\_\_\_\_ son/wife of Shri \_\_\_\_\_ (hereinafter referred to as the lessor which expression unless repugnant to the context shall include his heirs, executors, administrators, representatives, successors and assigns) of the one part.(If the Lessor is a firm, company etc., the description should be accordingly be changed).

### **AND**

The State Bank of India, a Bank constituted under the State Bank of India Act, 1955 having its Corporate Office at State Bank Bhavan, Madame Cama Road, Mumbai, a Local Head Office at \_\_\_\_\_ a branch /office at \_\_\_\_\_ (hereinafter referred to as "The Lessee" or "The Bank" which expression unless repugnant to the context shall include its successors and assigns) of the other part.

### **WHEREAS**

- I. The lessor (s) has / have at the request of the Lessee agreed to grant to the Lessee a lease of the premises more fully described in Schedule hereunder and the Lessee has agreed to take the premises on lease under the terms and conditions specified herein below.

The lessors being seized and possessed or otherwise well and sufficiently entitled to the premises particularly described in the Schedule hereto and entitled to grant a lease of premises have agreed to grant a lease of the premises particularly described in the schedule.

Now this INDENTURE WITNESSES that in consideration of the rent hereinafter reserved and the covenants and stipulations hereinafter contained and on the part of the lessees to be performed and observed, the lessors doth hereby demise unto the lessee the premises as described in schedule here together with the easements, liberties, appendages and appurtenances thereunto belongings with exclusive and independent entry to the said premises and compound through paths, staircases, lifts and from public road and the right to pass and repass over the open spaces / compound in and around the said premises and the buildings and the right to park vehicles therein and thereon to have and to hold the said premises (hereinafter referred to as the "demised premises") unto the lessee for the term of \_\_\_\_\_ years commencing from \_\_\_\_\_ with the absolute option to the Bank to renew the lease for further \_\_\_\_\_ terms of



\_\_\_\_\_years, yielding and paying thereof unto the lessors the monthly rent of Rs.\_\_\_\_\_Subject to

TDS on or before the\_\_\_\_\_day of the following month to which it relates and in consideration of the lease of the premises the lessee hereby covenant with the lessors that:-

1. The Lessee to the intent that the obligations may continue throughout the term hereby created doth hereby covenant with the Lessor (s) as follows:-
  - (i) To pay by Banker's cheque or otherwise as agreed / the said monthly rent hereby reserved on the day and in the manner aforesaid subject to TDS.
  - (ii) To pay\_\_\_\_\_months rent as advance deposit which is refundable at the time of determination of lease without interest. However, the lessor/s at the time of termination of lease and vacation of the premises thereon, is/are entitled to adjust the said deposit without interest towards the rent (subject to TDS) due if any, as on the date.
  - (iii) To pay all charges for electricity and water consumed by the Lessee in the demised premises to the appropriate authority according to the reading of the electric metre or water metres to be installed in the demised premises by the Lessor (s) at his/their costs for the Lessee's use.
2. (i) 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 doth 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 tight and maintain proper repair and condition, the electric, sanitary, water fittings, equipment's 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 at least 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.

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, outgoings 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 hereinabove the lessee shall be entitled to surrender, leave and deliver the unused, un-utilised portion/area of the leased premises property to the Lessor in case the Lessee feels that the unused, un-utilised 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-utilised 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.

SIGNED SEALED AND DELIVERED

By the above named

In the presence of Lessor (s)

SIGNED SEALED AND DELIVERED

Address :

By the above named

In the presence of For and on behalf of State Bank of India,

\_\_\_\_\_ Br. Lessee

Witness :-

Signature \_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Signature \_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Signature \_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_