ANNEXURE - 3.

LEASE DEED - STANDARD FORM (modified)

THIS INDENTURE made at_____this_____day of _____BETWEEN_____
Of_____Inhabitant (hereinafter called the `LESSOR', which expression shall wherever the context so admits include his successors, representatives, trustees, heirs, executors, administrators and assigns) of the ONE PART and CENTRAL BANK OF INDIA, having its Head Office/ Registered Office at Chandermukhi, Nariman Point, Mumbai, and a Branch interalia at _____(hereinafter called the `LESSEE' which expression shall wherever the context so admits include its successors and assigns) of the OTHER PART

WHEREAS the Lessor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the hereditaments and premises described in the Schedule and,

WHEREAS The Lessee needs a suitable premises for its banking business at its branch at _____ , the business include besides systems and procedures of traditional banking, the modern electronic banking or commerce covering the adoption of updated Information Technology for its diversified delivery channels and business components and devices such as ATM's , Internet Banking, Phone banking, Computerization fully or partially and Centralized Banking Solutions, or any other technological upgraded in coming in vogue hereinafter and,

WHEREAS the lessor has the required premises in his lawful possession with a right to demise and has a clear and un-encumbered legal title over the premises offered within the land or property as mentioned in the Schedule and is willing to provide all necessary and secure premises, placements and spaces to accommodate the actual requirements of the lessee for its banking requirements as aforesaid.

WHEREAS the lessor represents and warrants that there is no bar or restriction for demising the required premises under any Law, Rule or Regulation of Local Rent Acts or Municipal Authority or any Body or Authority created by any Act of State/Central Govt.

WHEREAS the Lessee has applied to the lessor for a Lease of
_____
_____being a part of the premises described in the Schedule hereto (which part is hereinafter unless otherwise distinguished for brevity's sake called ` the demised premises') for a term of _____ years certain from the_____ day_____ of_____with one / two options of ____ years to the Lessee to renew the Lease with ____%increase in rent during each option period as hereinafter mentioned AND WHEREAS the Lessor has agreed to grant to the Lessee the Lease of the demised premises as mentioned hereinafter .

NOW THIS INDENTURE WITNESSETH that in consideration of the rent and the Lessee's covenants hereinafter contained the Lessor doth hereby demise upto the Lessee the demised premises alongwith

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the secured place for fixing the V-sat or other Antennas/Disc at the roof top or at any other appropriate place in the premises and installing ATM at its desired and suitable place alongwith their cablings and accessories or for Automation of the branch and

fixing related devices, with the use of the conveniences and appurtenants enjoyed in connection therewith and the right of ingress and egress for the Lessee and its employees, customers and all others, for its advantage to and from the staircase, passages and corridors of the premises described in the Schedule hereto hold the same unto the Lessee for a term of_____years certain from the _____day of_____with option to the Lessee to renew the period as hereinafter mentioned:

The Lessor shall have to provide necessary consent/permission from society, Association, Company, Co-owner, Co-possessor, Builder or any other person what so ever, as the case may be, at their cost to install the Generator, Antenna/Disc alongwith their cabling and accessories or fixed related devices etc. on the terrace or any other suitable and appropriate place in the building for Generator, V-SAT or ATM or Automation and core banking solutions of the branch and the cost of installation of Generator, Antenna /Disc cabling, accessories or fixed related devices, V-SAT, ATM or automation of branch in present or in future shall be borne by the lessee.

1. **THE LESSEE(S) DOTH HEREBY AGREE AND COVENANTS WITH THE LESSOR(S) AS FOLLOWS:**

a. To pay to the Lessor rent for the demised premises at the rate of ₹_____ per month from the day of_____ regularly every month.

b. To keep the Lessor informed from time to time of all repairs that the demised premises may require so that the Lessor may be able to do the same and for this purpose to permit the Lessor his Agents with or without workmen or others at all reasonable time but after previous notice in writing to the Lessee to enter upon the demised premises and to view the condition thereof and to execute all necessary repairs and if such repairs are not carried out by the Lessor within a period of fifteen days after receipt of notice from the Lessee in this behalf then the Lessee shall be entitled to have the same done and in that event the Lessee shall be entitled to recover the costs thereof from the Lessor in any manner including by deducting the same from the rent payable under these presents.

c. To permit the Lessor, his Agents, workmen and servants at all reasonable times but after previous notice in writing to enter the demised premises to examine the condition thereof.

d. To remove at the time of vacating or earlier if the Lessee so desires the strong room door and all other fittings and fixtures as might be belonging to the Lessee.

e. The Lessee shall be at liberty at its own costs and expenses to have such fixtures and devices for automation, ATM, V-sat or other Antennas/ Disc with all accessories as it may desire for the convenient use of demised premises and shall be at liberty to remove the said fixtures and devices at the end or sooner determination of the term hereby granted or sooner than that if the lessee so desires.

f. The Lessee shall be at liberty to affix, place or display name-boards, signboards, advertisement boards and any advertisements and signs of any nature whatever in relation to its business, at any part inside or outside of the demised premises. **For this purpose, the frontage of the first floor or floor facing the main road shall be exclusively made available for the Lessee's name board in addition to the entrance on the main/side road.**

g. That if the lessee shall be desirous of leaving the premises during the currency of lease period, lessee shall do so by giving at least **three month** notice in writing to the lessor of its such intention of termination of tenancy without paying any compensation.

2. THE LESSOR(S) DOTH HEREBY COVENANT WITH THE LESSEE(S) AS FOLLOWS:

a. To bear, pay and discharge all existing and future rates, taxes, assessments, dues, duties, impositions and outgoings, whatsoever imposed or charged upon the demised premises and whether payable by the owner or occupier hereof and **keep the lessee(s) indemnified against all claims, demands, action, suits and proceedings in respect of the same.**

b. To paint the walls with distemper and doors and windows of the demised premises with varnish every three year during the period hereby granted.

c. To permit the Lessee to install the Generator within the premises at any suitable and appropriate place.

d. 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.

e. For any reason, if the construction loan sanctioned to lesser is not liquidated with upto date interest during the certain period of lease, it (certain period) will get automatically extended till such time the loan with up to date interest is adjusted fully. No increase in rent will be allowed during the extended period.

f. That the Lessee paying the rent hereby reserved and performing the several covenants and stipulations on its part herein contained shall peaceably hold and enjoy the demised premises during the terms hereby granted without any interruption by the Lessor or any person claiming from under or in trust for him, them or any of them.

g. 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.

h. In case the demised or any part thereof shall at any time during the term hereby granted be destroyed or damaged by fire or in any other manner so as to be unfit for the Lessee's

i. use then the rent hereby reserved or at the Lessee's option a fair and just proportion thereof according to the nature of the damage sustained shall until the demised premises have been rebuilt or reinstated and rendered fit for the Lessee's use be suspended and cease to be payable.

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j. **To provide separate sanitary blocks with W.C. and wash basins for ladies & gents with adequate water connection as required by the Lessees for the exclusive use of the Lessees and to maintain an adequate supply of water to all parts of the demised premises where provision has been or shall be made for the same and to maintain in good order and repair all pumping and other machinery required in connection with the water supply.**

k. That lessor shall secure and will keep secured all the fixtures, V-sat or other Antennas and ATM along with their cablings and accessories put at roof top or other open places as far as practically possible (as if an owner would do for his own property).

3. IT IS HEREBY AGREED BY AND BETWWEEN THE PARTIES HERETO AS FOLLOWS: -

a. **The Lessor shall not, at any time during the lease period, require the Lessee to vacate the demised premises except on the ground of the Lessor's bona fide requirement for its own use. In such event, the Lessor shall issue to the Lessee a prior written notice of not less than six (6) months. If the circumstances so warrant, the Lessee shall be entitled to a reasonable additional period beyond the said six (6) months' notice for vacating the demised premises.**

b. **In the event the Lessor requires the Lessee to vacate the demised premises in terms of Clause 3(a), the Lessor hereby agrees and undertakes to bear all costs and expenses, including applicable GST, incurred by the Lessee towards shifting and relocating the branch. The Lessee shall be entitled to receive such shifting and relocation costs prior to handing over possession of the demised premises to the Lessor. The Lessor further agrees to pay the aforesaid costs to the Lessee without any delay, demur or cavil.**

c. **Notwithstanding anything contained herein above 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-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-utilised area / portion, then rent fixed for the lease will be reduced proportionately according to the area surrendered by the Lessee. And if such surrender is going to affect the exclusive entry and 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.**

d. **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.**

e. The Lessee shall be at liberty to assign or sublet the whole or any parts of the demised premises either for the whole or any part of the term hereby granted with the consent in writing of the Lessor, such consent however not to be unreasonably withheld.

f. Sale and /or transfer of said premises: That if the lessor at any time during the initial lease period or any extended period thereof sell and / or transfer rights in said demise premises as a whole or any part thereof to any one person or more than one person or agency etc. then this will be subject to the terms of this lease deed and in such event the lessee shall pay the rent to such transferee or transferees on the same terms and condition as are contained herein provide the transferees except all terms and conditions in to and agree to continue the lease. The Lessor shall arrange and ensure that term and condition of lease deed are agreeable to the transferee and no inconvenience is caused to lessee on account of such transfer during currency of lease term or any extension thereof.

g. That is the Lessee shall be desirous of continuing the term hereby granted for a further term of_____years from the day of_____at the expiration of the period hereby granted and shall atleast thirty days before the day _____ or earlier give to the Lessor a notice in writing of such of its desire and shall pay the rent hereby reserved and perform the several stipulations herein contained and on its part to be observed upto the termination of the term hereby granted then the lessor shall demise the demised premises to the Lessee for a further term of _____years from day of_____upon the same terms and conditions as are herein contained including this covenant for renewal.

h. In case the lessee fails to give such notice of intention within the stipulated period, it shall be deemed that the lessee has exercised the option to renew the lease for a further term of _____ years upto the same terms and conditions as herein contained including the covenant for renewal.

The lessor and the lessee do hereby accept, acknowledge and agree with the covenants made with each other here-in-above.

Schedule of property herein below shall be treated as part of this lease deed.

WITNESS WHEREOF the parties to these presents have set their respective hands the day and year first above written.

Lessee	*Lessor*
Signature	Signature
Name	Name
Designation	Owner/Landlord
On behalf of Central Bank of India	

(if required under law)

Witness 1- Name, Address and Signature

Witness 2- Name, Address and Signature

SCHEDULE OF THE PROPERTY DEMISED HEREIN ABOVE

1. Location and address
2. Area in sq.m / sq.ft. and meters.
3. Built up components as rooms, halls, cabins toilets

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4. Surrounded by description of the properties surrounding demised

* I / We do hereby accept, acknowledge and agree with the terms and conditions between the lessor and lessee as detailed and signed here-in-above.

Signature :

Name/Body :

Date :

Place :

*(In case concurrence for the aforesaid lease deed or consent/ permission from any other person, co-owner, co-possessor, society, builder or any other body under any local / special act, is required).

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