

### Annexure-1

#### **Specimen of Standard Draft Lease in Respect of Premises where the Bank is Tenant.**

##### **Appropriate Stamp**

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This Deed of Lease made at..... this ..... day of ..... two thousand and ..... between ..... of ..... inhabitant / s (hereinafter called "the Lessor" in which expression are included unless such inclusion is inconsistent with the context his/ her/their heirs, executors or administrators and permitted assigns) of the One Part and Bank of India a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at 'Star House', C-5,G Block, Bandra-Kurla Complex, Bandra(East) Mumbai-400 051 and a Zonal office/Branch amongst others at - ..... (hereinafter called \* the Lessee \* in which expression are included unless such inclusion is inconsistent, with the context its successors and permitted assigns) of the Other Part WITNESSETH AS FOLLOWS :

In consideration of the rent hereby reserved and the performance of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee all that the portion on the ground floor / and the mezzanine floor / basement admeasuring respectively ..... sq. ft. and ..... Sq. ft. of the Lessor's building known as .....

..... and situate at .....

and constructed on land more particularly described in the Schedule hereunder written / and which said portion is shown on the plan thereof hereto annexed and is delineated thereon by red colored boundary line.

TOGETHER WITH the use of the roof/ terrace of the said premises/building in which the said premises is located, for installation of Antenna and other equipments of VSAT, RF etc (including its protective cage / cover if any) , as may be required for the functioning of Bank's business.

TOGETHER WITH the use of the fittings and fixtures, the water closets, lavatories and other conveniences in the said portion of ground floor/and

mezzanine floor/basement hereby let AND TOGETHER ALSO WITH the

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right for the Lessee, its servants, employees, visitors, customers and all other persons authorized by the Lessee to use in common with the Lessor and the Tenants and occupiers of other portions of the said building and all other persons authorized by the Lessor the entrances, doorways, entrance-halls, [parking area](#), staircases, landings, lobbies and passages in the said building leading to and from the said portion of ground floor / and mezzanine floor / basement hereby let for the purpose of ingress thereto and egress there from TO HOLD the demises premises unto the Lessee from the .....

day of ..... two thousand and .....

for the term of ..... years (renewable as hereinafter mentioned) PAYING therefore unto the Lessor during the said term monthly and proportionately for any part of a month the rent of Rupees as under:

- a) Rent @Rs.-----for the period -----to -----
- b) Rent @Rs.-----for the period -----to -----
- c) Rent @Rs.-----for the period -----to -----

The monthly rent as above shall be payable on or before the ..... day of each succeeding calendar month, the first such payment after execution hereof to be made on the .....

day of ..... Two thousand and .....

AND upon condition of the performance by the Lessee of the agreements on the part of the Lessee hereinafter contained.

2. Lessee hereby covenants with the Lessor as follows :

- (a) To pay the reserved rent on the days and in the manner aforesaid.
- (b) To pay to the authorities concerned all charges for gas and / or electricity, water consumed in or upon the demised premises as shown by the separate meter ~~or meters therefore and to pay the rent of such meter or meters AND ALSO in the event of the tenant obtaining a separate supply of water by metered~~

~~-connection to pay all charges for such water as shown by such meter or meters.~~

(c) To keep the interior of the demised premises in good and tenantable repair and condition (reasonable wear and tear and damage by fire, earthquake, Tempest or other act of God or inevitable accident or by irresistible force always excepted). Provided that nothing herein contained shall make the Lessee liable to carry out such repairs as are hereinafter covenanted to be carried out by the Lessor or which the Lessor shall be bound by law to do.

(d) Not to make any structural alterations to the walls or floors of the demised premises without the previous consent in writing of the Lessor, which shall not be unreasonably withheld. However, this shall not restrict lessee's right to carry out structural alterations that may be necessary for the purpose of banking activities such as installation of [counters, cabins, work stations, e-gallery](#), ACs, ATM Centre, computerization of the Branch [etc.](#)

(e) To use the demised premises for the purpose of a branch office to carry on business of banking in all its forms including a Safe Deposit vault, [strong room](#) -and for the purpose of the residence of the Manager, officer/s or any other employee/s of the Bank.

(f) To deliver up the demised premises at the end of or other sooner determination of the tenancy together with all the Lessor's fittings and fixtures in such tenantable repair order and condition as is consistent with the agreements on the part of the Lessee and conditions herein contained (reasonable wear and tear and damage by fire, earthquake or tempest or other act of God or inevitable accident or by irresistible force always excepted).

(g) To permit the Lessor and his/[her](#) agents, surveyors and workmen duly authorized by him/[her](#) with all necessary appliances to enter into and upon the demised ~~ed~~ premises at all reasonable times after having given the Lessee 72 hours previous written notice for the purpose either of viewing the condition of

the demised premises or of doing such works and things as may be requisite or necessary for any repairs, alterations or improvements either of the demised premises and the water pipes and drains in or under the same or in any other part of the said building AND upon notice being given by the Lessor to carry out and make good within a reasonable time any and all repairs and works for which the Lessee is responsible under the agreements on the part of the Lessee and conditions herein contained. Provided that such acts shall not in any way cause disruption to the banking business of lessee.

3. The Lessor hereby covenants with the Lessee as follows :

(a) To pay all existing and future rates, taxes, cesses, assessments and outgoings payable in respect of the demised premises and the said building including water taxes (other than charges for water consumed by separate meter) and whether the same be levied on or payable by the Lessor or Lessee and to pay any and every increase in such rates, taxes, cesses and assessments. GST @----% will be borne by the ..... Service Charges and any other charges shall be borne by -----

(b) To keep the walls, floors, ceiling, roof and structure of the said building and of the demised premises and the water and drainage mains and pipes and sanitary apparatus thereof in good substantial and sanitary repair and in proper working order and condition and also to keep the electrical installation and wiring in the demised premises in good repair and condition in accordance with the ~~Indian~~ Electricity Act, ~~2003~~~~1940~~, and the rules thereunder. The Lessor will give 'No objection Certificate' for any additional power requirement as and when sought by Bank.

(c) To have the external walls including the woodwork of the premises painted with color of Bank ~~once~~ choice once in every three years at the cost of the Lessor provided that if the Lessor does not have the external walls and woodwork painted every three years as aforesaid the Lessee shall be entitled to have the external walls and woodwork painted initially at its own cost and then to deduct such cost from the amount of rent payable by the Lessee.

(d) To keep the demised premises only insured against loss or damage by fire in such sum as the Lessor shall deem to be adequate and in the event of the said premises being destroyed or damaged by fire during the said term forthwith to lay out in or towards repairing or reinstating the same in a good and substantial manner all moneys received under or by virtue of any insurance effected thereon and to complete the said work in a reasonable time.

(e) That the lessor shall not, during the currency of the lease transfer, mortgage, sell, assign, gift or otherwise create any interest in the demised premises without the prior written consent of the bank.

~~(f)~~ That if the Lessee shall ~~punctually~~ pay the rent and observe and perform the agreements on the part of the Lessee and conditions herein contained the Lessee shall quietly enjoy the demised premises during the period of Lease or any extension thereof without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.

~~(f)~~g) The Lessee shall be entitled to assign or sub-let or give on lease and license basis the demised premises or any part thereof for the whole or part of the ~~term~~s of the demise remaining unexpired, so that on assignment of the demised premises, the Lessee's liability hereunder shall cease and determine.

~~(g)~~h) The lessee shall be entitled to determine this Lease or any renewals thereof by giving 3 months' notice in advance to the Lessors of its intention to do so and upon the expiry of the period of such notice, all the liabilities of the Lessee hereunder shall cease and determine except as regards any antecedent breach.

~~(h)~~i) The Lessee, its employees/ authorized workmen shall be entitled to use the entrance, door ways, staircase, landing, lobbies, passages leading to the roof top or terrace of the said premises/building in which the said premises is located, for the purpose of ingress thereto and egress therefrom; for installing/ fixing/ servicing/ repairing/maintenance etc. of the Antenna and other

equipments of VSAT or RF including for installation of new equipments etc  
and to lay the connections for such equipments in the Branch premises.

4. It is hereby mutually agreed between the parties as follows :

(a) If any rent shall be in arrear for ~~twenty-one~~60 days (whether legally demanded or not) or if the Lessee shall fail to perform or observe any agreement on the part of the Lessee or conditions herein contained, then and

in such cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or upon any part thereof in the name of the whole and the Lease shall thereupon determine but without prejudice to any claim or demand which the Lessor may have against the Lessee whether in respect of any antecedent breach non-performance or non-observance of any of the agreement on the part of the Lessee and conditions herein contained or otherwise. Provided that the Lessor shall not be entitled to forfeit this Lease for breach or non-observance or non- performance of any covenant or agreement or condition herein contained and on the Lessee's part to be observed and performed unless the Lessor shall have given to the Lessee notice in writing specifying the breach or omission complained of and requiring the Lessee to remedy the same and the Lessee shall have committed default in doing so within a further period of sixty days from receipt of such notice by the Lessee.

(b) If at any time during the Lease, the demised premises shall be destroyed or damaged by fire, tempest or any other act of God or by irresistible force so as to become unfit for habitation and use for the purpose of the Lessee, then ~~(provided the money payable under any policy of insurance shall not have become irrecoverable through any wilful act or default of the Lessee or its agents, servants or employees)~~ without prejudice to the right of the Lessee under the Transfer of Property Act, 1882, to avoid this Lease, if the Lessee so elects to do, the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in case the parties differ by a reference to

arbitration pursuant to the provisions of the Indian Arbitration Act, 1996~~40~~, or any statutory modification or re-enactment thereof) shall be suspended and cease to be payable until the demised premises shall have been again rendered fit for habitation and use.

(c) The Lessee shall be at liberty at its own costs to construct, fix, erect, bring in or upon or fasten to the demised premises and to remove, alter and re-arrange from time to time any office furniture fixtures and fittings which the Lessee may require for its business and for the residence such as partitions, screens, counters, platforms, shelves, cases, cupboards, safes, cabinets, lockers, strong room doors, grilles, shutters, sun-blinds, gas and electric fittings, stoves, lights, fans, air-conditioners, sinks and other equipment fittings articles and things all of which the Lessee shall be at liberty to remove at or before the expiration or sooner determination of the tenancy without objection on the part of the Lessor but the Lessee shall make good any damage which may be thereby caused to the demised premises to the reasonable satisfaction of the Lessor.

(d) The Lessee shall be at liberty to place a name board or ~~name~~ signageboards at the entrances to the demised premises and to the said building of such size and in such position as the Lessee deems fit and likewise to hang or affix a frame or notice board or signage or name board bearing the designation of the office of the Lessee.

(e) The stamp duty and registration charges payable in respect of this Lease and a duplicate thereof, shall be borne and paid by the Lessor and Lessee in equal shares and each party hereto shall bear and pay its own lawyers charges AND the Lessee shall be entitled to retain the original Lease deed and the Lessor the duplicate thereof.

5. PROVIDED ALWAYS and it is hereby agreed and declared that the Lessor will on the written request of the Lessee made not less than three calendar months before the expiration of the term hereby created if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the lessee herein contained grant to the Lessee a renewal of the Lease of the demised premises for \* one/two/three further periods of ..... Years from the expiration of the term hereby granted at the same rent and containing the same covenants and provisions as are herein contained \* including/excluding this present covenant for renewal.

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IN WITNESS WHEREOF the Lessor/s has/have set his hand and the common Seal of the Lessee has been affixed / Mr. .... the duly constituted attorney of the Lessee has set his hand hereunto and to a duplicate hereof the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO :

.....  
.....  
.....

Signed and Delivered )  
By the abovenamed )  
Mr. .... lessor in the )  
presence of : )  
.....  
.....

\*Signed and Delivered for and on )  
behalf of BANK OF INDIA by ) For Bank of India  
Authorized Signatories

Mr. .... )  
its duly constituted attorney in )  
the presence of : )

\* Delete inapplicable alternative(s), \* Delete the clause which is not required.