

NOTICE INVITING TENDER (NIT)
STATE BANK OF INDIA

4th Floor, A-Block, State Bank of India, Administrative Office-1,
11, Parliament Street, New Delhi -110001.

PREMISES REQUIRED ON LEASE FOR E-LOBBY/ATM

State Bank of India Invites offers from owners/Power of Attorney holders for premises on lease rental basis for Commercial space for ATM site-

Sl No.	Name of Branches/Tender ID	location	Approx. Built up area
1	ATM ID (S1BW017036019 & S1BW017036036)/ DEL/AO1/ATM/10/21/01	Approx 500 meter distance from existing ATM site at H-Block, Sarita Vihar on ground floor with sufficient open parking.	14-17 Sq meter or 150-180 sq ft

The space should **be at Ground floor**. Premises should be ready for possession / occupation. The format for submission of the technical bid containing detailed parameters, terms and conditions and price bid can be downloaded from SBI website www.sbi.co.in & <https://bank.sbi> and to be submitted duly filled along with technical bid application duly filled to be submitted during office hours at SBI, Region-2, AO-1,4th Floor, A-Block, 11, Parliament Street, New Delhi -110001. Preference will be given to the premises owned by the Govt. departments/ public Sector Units/banks. The offers in a sealed cover complete in all respects should be submitted to above office on or before **3.00 pm on 16.11.2021**. The SBI reserves the right to accept or reject any or all offers without assigning any reasons therefore. No Brokers please.

Contact No. 23407771/23407767

Date of opening 01.11.2021

Date of Closing 16.11.2021

Sd/-

Regional Manager,

Region-2,SBI,AO-1, New Delhi

TECHNICAL BID (COVER-A)
TERMS AND CONDITIONS

OFFER/LEASING OF OFFICE PREMISES

This tender consists of two parts viz. the Technical Bid having terms and conditions, details of offer and the Price Bid. Duly signed and completed separate Technical and Price Bids are to be submitted for each proposal using Xerox copies in case of multiple offers. The Technical Bid and Price Bid for the proposal should be enclosed in separate sealed envelopes and these two envelopes be placed **in a single cover superscribing "Tender for leasing of e-lobby/ATM" to The Regional Manager, Region-2, 4th Floor, A-Block, State Bank of India, Administrative Office-1, 11, Sansad Marg, New Delhi – 110001 on or before 3:00 PM on 16.11.2021.**

Important points of Parameters -

1	Built up Area	As specified in NIT
2	Open parking area	Sufficient parking desirable
3	Amenities	Electricity load as required.
4	Possession	Ready for possession / occupation
5	Premises under construction	May be considered and the owner will have to construct the building within two months as per Bank's requirement.
6	Desired location	As specified in NIT
7	Preference	Govt. Departments / PSU / Banks
8	Unfurnished premises	Bank will get the interior and furnishing work
9	Initial period of lease	10 years (5+5)
10	Selection procedure	Techno-commercial evaluation by assigning 70% weightage for technical parameters and 30% weightage for price bids
11	Validity of offer	Minimum 4 months from the last date of submission of the offer
12	Stamp duty / registration charges	To be shared in the ratio of 50:50.
13	Fitment Period	1 months rent free fitment period for completion of interior furnishing work by Bank after handing over of the premises to Bank.
14	Frontage	Premises having more than 3 meter frontage will be given preference.
15	Rental Advance	No advance payable

1.1 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 bidder 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 Bank.** 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 Bank only 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** & 15% to 25% (Negotiable) **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 years.

1.2 **Tender document received** by the SBI **after** due date and time i.e. 16.11.2021 **after 3:00 pm shall be rejected.**

1.3 The bidders/lessors are requested to submit the **tender documents in separate envelope** super-scribed on top of the envelope as Technical or commercial as the case may be (**TECHNICAL BID AND PRICE BID**) duly filled in with relevant documents/information at the following address:
**The Regional Manager, Region-2,
State Bank of India,4th Floor,A-Block,
Administrative Office,
11, Sansad Marg,
New Delhi - 110001**

1.4 All columns of the tender documents must duly fill in and no column should be left blank. All pages of the tender documents (Technical and Price Bid) are to be signed by the owner or 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 may attach separate sheets.

1.6 The **offer should remain valid** minimum at least for a period of **4 (four) months** to be **reckoned from** the last date of submission of offer i.e. **16.11.2021.**

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 16.11.2021 at 3:30pm** in the presence of tenderers who choose to be present at SBI, Regional Office,4th Floor, State Bank of India, Administrative Office, 11, Sansad Marg, New Delhi - 110001. All tenderers are advised in their own interest to be present on that date at the specified time. As regards opening of financial bids, it will be opened of short-listed offers and date of opening be intimated.

1.9 **The SBI reserves the right to accept or reject any or all the tenders without assigning any reason thereof. No correspondence in this regards will be entertained.** In case of exigency and depending upon the suitability, the Bank may as well accept more than one proposal to suit its total requirements.

1.10 Canvassing in any form will disqualify the tenderer. **No brokerage will be paid to any broker.**

1.11 The short listed 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** to the successful vendor 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.**

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

1.14a The details of parameters and its weightage for 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 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, 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 concerned Branch Manager, SBI every month for the rent due to them indicating the service tax/GST component also in the bill separately**. The bill also should contain the service tax registration number/ GST 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 service tax/GST otherwise, the service tax/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 service tax/GST registration number of the landlord.

1.16 Mode of measurement for premises is as follows:

Rentable area of the premises should be clearly mentioned as **built up area** as per IS code 3861-2002 which could be always measured jointly by the Bank and the landlord. Measurement of Basement/Mezzanine floor area (if any) shall be considered as under: Floor to ceiling height

- | | |
|-------------------------------------|-----------------------|
| I. Above 2.60 meter | 100% of built up area |
| II. Above 2.1 meter upto 2.60 meter | 50% of built up area |
| III. Below 2.1 meter | not to be considered. |

1.17 **The successful bidder/lessor should arrange to obtain the municipal license/ NOC/ approval for a) Banking activities in the premises and b) Layouts etc from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Bank.** Bidder/Lessor should also obtain the **completion certificate** from Municipal authorities after the **completion of interior furniture work**. The required **additional electrical power load of approximately 6 KW will also have to be arranged by the bidder/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, provision of installation of AC Outdoors Units, Bank's Signage at front & side fascia, Earth stations, V-SAT, etc will also have to be provided within the compound by the bidders/lessor at no extra cost to the Bank.

1.18 The bidder/lessor shall 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.

1.19 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.

1.20 Rent should be inclusive of all present and future taxes whatsoever, municipal charges, society charges, maintenance. However GST shall be paid extra at applicable rate and manner.

1.21 Electricity charges will be borned by the Bank on actual consumption unit basis but water supply

should be maintained by the Landlord/owner within the rent.

1.22 Interior works like loose furniture, dry wall partition system, cubicles, and cabins false ceiling. AC lighting fixtures, signages, compactors for storage, electrical wiring for interior work etc, will be done by the Bank at its own cost as per requirement.

1.23 The lease will be executed as per bank's standard lease deed format.

1.24 Successful L-1 Bidder to provide shop/premise include rolling shutter and electrical connection of min 6 KW.

Place and Date:

Name & Signature of bidder/lessor with
seal if any Seal and Seal of applicant

TENDER ID NO. DEL/DAO1/10/21/4

DETAILS OF OFFER

OFFER SUBMITTED FOR LEASING PREMISES

(If anybody willing to offer for both the Premises, separate application to be submitted for each site)

With reference to your advertisement in the _____ dated _____ We hereby offer the premises owned by us for housing your branch / office on lease basis:

----- (Please tick Ö which is applicable)

General Information:

Location as name of the nearest local railway/ Metro station and its distance from the site:

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	

Technical Information (Please Ö at the appropriate option)

a. Building - Load bearing _____ Frame Structure

b. Building – Residential _____ Institutional _____ Industrial _____
Commercial _____

c. No. of floors

d. Year of construction and age of the building

Note- The rentable area shall be in accordance with the one mentioned under clause/para 1.16 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) Yes/No

Running Municipal Water Supply Yes/No

Whether plans are approved by the local authorities Yes/No

Enclose copies

Whether NOC from the department 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. Yes/No

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. strong room, cash safe room, record room, toilets (Ladies and Gents) and pantry with all fittings and fixtures, vitrified flooring, other works as per Bank's specifications and requirement

Place:

Date:

Name and signature of lessor with seal

TENDER ID NO. -----

PRICE BID (COVER-B)

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

Regional Office-2,
4th Floor, A-Block,
State Bank of India, Administrative Office,
11, Sansad Marg, New Delhi - 110001

With reference to your advertisement in the _____ dated __/__/2020 and having studied and understood all terms and conditions stipulated in the newspapers advertisement and in the technical bid, I/We offer the premises owned by us for housing your branch/office at _____ **(Please tick Ö which is applicable)** on lease basis on the following terms and conditions **(If anybody willing to offer for more than one Premises, separate application to be submitted for each site):**

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	

Rent:

Level of Floor	Built up Area (sq.ft) As per IS code 3861-2002	Rent per sq. ft. per month (Rs.)	Total rent per month of built up area (Rs.)
Ground Floor			
First Floor			
Second Floor			
Basement			

Maintenance charge P.M if any			
Total Rent			

The GST if levied on rent paid by us 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 bidder/lessor with seal if any

ANNEXURE – I
Regional Office-2
4th Floor, A-Block, State Bank of India, Administrative Office,
11, Parliament Street, New Delhi -110001

PREMISES REQUIRED ON LEASE
Parameters based on which technical score will be assigned
(NOT TO BE FILLED BY THE PROSPECTIVE LANDLORD)

S. No	Parameters	Actual Situation	Total Marks	Marks Obtained
1	Builtup area as per requirement	Required area in sqmt \pm 5% : 10 Required area in sqmt \pm 10% : 5	10	
2	Premises location	On main road junction : 10 On main road : 7 Inner side from Main road : 5	10	
3	Premises on ground floor / 1 st floor	On ground floor : 15 GF + immediate Upper floor with internal lift + stair : 10 GF + Immediate Upper Floor with internal stair : 05	15	
4	Frontage	\geq 40 feet = 10 \geq 30 feet = 07 \geq 20 feet = 05	10	
5	Covered/Built up exclusive parking for SBI (Alloted Parking)	1. 2 four wheeler + 08 two wheeler : 10 2. 2 four wheeler + 3 two wheeler : 07 3. 1 four wheeler + 5 two wheeler : 05 4. 0 four wheeler + 5 two wheeler : 02 5. No parking : 00	10	
6	Surrounding of building	Adequate natural light and ventilation : 05 In-adequate natural light and ventilation : 00	5	
7	Quality of construction, finishing etc.	1. Excellent : 10 2. Good: 07 3. Average : 05 4. Poor : 02	10	
8	Ambiance, convenience and suitability of premises as assessed by Premises Selection Committee	As assessed by Premises Selection Committee	20	
9	Exclusive Building With lift/ floor	Exclusive building with lift -10 Exclusive floor -5 not exclusive building/floor-0	10	

	TOTAL		100	
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Signature and Seal of applicant

Example for evaluation of proposals:

1. Each of the above parameters given marks.

Total Marks 100.

Three premises shortlisted – A, B, &C.

They get following marks

A-78, B-70, C-54

2. Convert them to percentiles

A: $(78/78)*100=100 =100$

B: $(70/78)*100=100 =89.74$

C: $(54/78)*100=100 =69.23$

Financial quotes for three premises are as follows:

A: Rs.300 per sqm for floor area

B: Rs.250 per sqm for floor area

C: Rs.210 per sqm for floor area

3. As desired on is lowest, to work out percentile score, we will get

C: $(210/210)*100 = 100$

B: $(210/250)*100 = 89.74$

A: $(210/300)*100 = 70$

4. Technical score (percentile form)

A: $(78/78)*100=100 =100$

B: $(70/78)*100=100 =89.74$

C: $(54/78)*100=100 =69.23$

5. Financial score (percentile form)

A: $(210/300)*100 = 70$

B: $(210/250)*100 = 89.74$

C: $(210/210)*100 = 100$

6. If proportion of technical to financial score is specified to be 70:30, then final score will work out as follows:

A: $(100*0.70) + (70*0.30) = 91$ Rank-1

B: $(89.74 * 0.70) + (84*0.30) = 88.02$ Rank-2

C: $(69.23*0.70) + (100*0.30) = 78.46$ Rank-3

Successful Rank-1 bidder as shown above will be called for further negotiations by bank.

SAMPLE FORMAT OF LEASE AGREEMENT

The Lease Agreement is made on this _____ day of _____ 2018 between _____ (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 New Delhi a branch office at 11, Parliament Street, New Delhi (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 the Lessor is the absolute owner of Property No.-_____, with the free hold rights of the land under the said property, (hereinafter called the property), vide **Sale Deed** Registered as document No

WHEREAS

I. The lessor (s) has / have at the request of the Lessee agreed to grant to the Lessee a lease of the premises i.e. _____ with the free hold rights of the land under the said Property No.-_____ 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 **10 years (Ten years)** commencing from _____ with the absolute option to the Bank to renew the lease for further one terms of **10 years**, yielding and paying thereof unto the lessors the monthly rent of **Rs. _____**, subject to **TDS** on or before the **7th** _____ 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 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.

(vi) If the Lessee use the lift services in that case maintenance charge of the lift as well as consumption charges for the electricity will be borne by the Lessee as other occupants are paying.

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, 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 atleast 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.

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(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.

(xiii) The LESSEE have the authority to put up V-SAT in the terrace, housing the ATM in the premises, to install core banking server and other accessories, Generator set and also to install air conditioners or other electrical or energy operated machineries in the premises and for this purpose to make necessary alteration in the structure without altering the structure or without in any way affecting the strength of the building and shall be kept/installed in the manner that it does not cause hindrance or annoyance to other occupants of the building or block any common area. The Lessor agrees to cooperate with the Lessee for applying for necessary power load from electricity board/electricity department. For removal of doubts, it is agreed that Generator set shall mean one or multiples thereof whether operated on diesel or petrol or kerosene or other fuels. "Air conditioners" means one or more air conditioners including split air conditioners

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 **Three months** 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 **5 (Five) years** 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 25%(Twenty Five Percent) 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-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 / 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)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 sbi/lessee on account of such transfer during currency of lease term or any extension thereof .

(xi) 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

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_____ Signature _____