

## LEASE DEED - STANDARD FORM

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 and **Bank's right to use the premises should not be affected by the landlord transferring the ownership of the premises in any manner and the new owner should be bound by the terms of the existing rent agreement.**

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 up to the Lessee the demised premises along with 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 along with their cablings and accessories or for Automation of the branch and

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fixing related devices, with the use of the conveniences and appurtenant 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 along with 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 doth hereby agree and covenants with the Lessor 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.

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 thirty days' notice in

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writing to the lessor of its such intention of termination of tenancy without paying any compensation.

2. 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.

3. The Lessor doth hereby covenant with the Lessee 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.

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) For any reason, if the construction loan sanctioned to lesser is not liquidated with up to 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.

e) 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.

f) 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 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.

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 at least 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 up to 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.

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 further terms of \_\_\_\_\_ years up to the same terms and conditions as herein contained including the covenant for renewal.

h) 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).

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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, and cabins toilets
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).