



BANK OF MAHARASHTRA

Legal Department
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No.AX1/LEGAL/MCir-1/2005

May 28, 2005

MASTER CIRCULAR

To
All Branches, Offices, Departments, Divisions, Cells and Centres in the Bank

Dear Sirs,

Re : Lease Deed for premises leased / to be leased to the Bank
Standard Specimen Format.

After making necessary changes, amendments and modifications so as to ensure full compliance with the sanctioned terms, a draft Lease Deed as per the enclosed standard specimen format may be got prepared, finalized and accepted and approved by the landlord with minor, inconsequential changes, if any, suggested by him and may thereafter be sent to the stamp office for adjudication of the quantum of stamp duty payable thereon and may thereafter be got stamped accordingly as per the stamp office adjudication as to the quantum of stamp duty and may thereafter be got executed and registered with the Sub-Registrar in respect of any premises taken by the Bank on lease from the concerned landlord.

2. Before as well as after executing the Lease Deed in Bank's favour as aforesaid, a copy of our Branch letter containing all the sanctioned terms, conditions, provisions and stipulations should also be got signed, accepted, agreed, confirmed and acknowledged by all the landlords at the foot of such letter and should be preserved on the Branch records, in order to make all the sanctioned terms binding on the landlords in respect of the concerned premises.

3. Please ensure compliance with the aforesaid guidelines and procedure and take necessary actions accordingly in each applicable case.

Yours faithfully,

GENERAL MANAGER
(Corporate Services & Law)

Encl : Format of Lease Deed.

This is a tentative draft to be amended so as to ensure compliance with the sanctioned terms in each specific case

(Original and duplicate copy to be engrossed on thick green ledger papers and to be sent to the Superintendent of Stamps for adjudication as to the quantum of stamp duty payable thereon before execution and registration with the Sub-Registrar).

LEASE DEED

This Lease Deed is made at _____ this ____ day of _____ 20__

Between

Mr./Mrs. _____ (Full Name) age adult, residing at _____ (Full Address) herein after referred to as '**The Lessor**' (which expression shall unless repugnant to the context or meaning thereof include his/her heirs, executors, administrators, successors and assigns) of the **One Part**,

AND

Bank of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Lokmangal, 1501, Shivajinagar, Pune 411 005 and branch office amongst other places at _____ hereinafter called '**the Lessee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **Other Part**.

Now this Lease Deed witnesseth and it is hereby mutually agreed by and between the parties hereof as follows.

1. In consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed the Lessor doth/do hereby demise unto the Lessee all that the premises admeasuring _____ sq.ft. /. (Carpet/built up area) on the _____ floor of the building known as _____ and situate at _____



more particularly described in the schedule hereunder written (hereinafter called "the demised premises") together with the exclusive use of water-closets, lavatories and other conveniences in or upon the premises and together with the right for the Lessee, its employees, servants, agents, invitees, clients and persons authorised by it, to use in common with the other tenants, owners, occupiers or other persons authorised, the entrances, door-ways, lifts, staircases, landing and passages in the compound or forming part of the said building, leading to and from the demised premises for the purpose only of ingress thereto and egress there from, To Have and To Hold the demised premises unto the Lessee from the ____ day of _____ 2005 for the term of ten years paying therefor to the Lessors during the said term the monthly rent of Rs. _____/- (calculated at the rate of Rs. _____ per sq.ft. carpet/built up area per month on the said area of ____ sq. ft. of the demised premises); *exclusive/inclusive of Municipal charges, rates and taxes, payable on or before the 15th day of each English calendar month for the immediately preceding month and upon the conditions and on the performance by the Lessee of the covenants on the part of the Lessee hereinafter contained. The aforesaid rent would be increased by 20% after the first five years.

2. The Lessee hereby covenants with the Lessor as follows.

- i. *To pay present and future service charges, outgoings, rates, taxes including Municipal taxes, lawfully due during the term hereby granted in respect of the demised premises and increases thereon.



- ii. To pay all charges for gas, electricity, water consumed for or upon the demised premises as shown by the separate meter or meters therefor to be provided by the Lessor and to pay the rent of such meter or meters and in the event of water charges being levied by meter in respect of whole of the said building to pay to the Lessor such sum or sums from time to time proportionately payable in respect of the demised premises.
- iii. To keep the interior of the demised premises and drainages, floorings, doors, windows, shutters and glasses thereof and the lavatories, water closets and other conveniences attached thereto and all the Lessor's fixtures and fittings in clean and good, substantial and sanitary repairs, order and condition, reasonable wear and tear and loss or damage by fire, flood, earthquake, tempest, violence of army or mob, act of God or other irresistible forces or inevitable accidents only excepted.
- iv. To use the demised premises for the purpose for which it is leased out only and in particular not to use or permit to be used any part of the demised premises as a liquor shop or for any illegal or immoral or improper purpose.
- v. Not to do or suffer to be done in or upon the demised premises anything whatsoever which may be or become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the other Lessees, tenants, owners and occupiers of the said building or of the adjoining or neighbouring buildings.



- vi. Not to store or allow to be stored in the demised premises any goods, articles, or things of a hazardous, inflammable or combustible nature.
- vii. Not to sub-let, assign, under-let or part with the possession of the demised premises or any part thereof or permit the same to be used on leave and license or care taker or any other basis without the permission of the Lessor.
- viii. To permit the Lessor and his/their/its agents, surveyors and workmen with all necessary appliances to enter into and upon the demised premises at all reasonable times by giving at least 48 hours previous notice in writing to the Lessee or the occupant for the time being of the demised premises for doing such works and things as may be requisite or necessary for any repairs, alterations, or improvement either in or upon the demised premises and the water pipes and drains in or under the same or any other parts of the said building or for enabling the Lessor to comply with any of the notices or requisitions given by the Municipal or other authorities concerned to carry out and make good forthwith any and all repairs and works for which the Lessee is responsible under the covenants on the part of the Lessee and the conditions herein contained.

To deliver up the vacant possession of demised premises at the end of or other sooner determination of the said term together with all the fittings, and fixtures in the same condition as they now are (fair wear and tear and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted).



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

- i. To pay all the existing and future rents, rates, taxes, cesses, charges, assessments, imposed or payable in respect of the demised premises including land revenue, taxes or ground rent and increase therein.
- ii. That the Lessee, paying the rent hereby reserved and observing and performing the covenants and conditions on the part of the Lessee herein contained, shall quietly enjoy the demised premises during the said term without any interruption or disturbance by the Lessor or any person lawfully, claiming either under or in trust for the Lessor or otherwise howsoever.

4. Provided always and it is hereby mutually agreed as follows.

- i. The Lessee shall be at liberty during the said term to make fittings, fixtures in or to the demised premises including installation and fixing of strong room air-conditioning, drainage water and other plant equipments, including cables, partitions, screens, shelves, racks, sunblind, office fittings and water gas, electric and sanitary installations, fittings, lights and fans and electrical, electronics and telecommunication equipments including ATM (Any Time Money) machines, V-sat installations etc. into or upon the demised premises

or

any part thereof without any extra or additional rent or amount payable by the Lessee and without any hindrance or objection or impediment by the Lessor and to remove the same but the Lessee shall make good any damage which may be caused to the demised premises by such removal to the reasonable satisfaction in all respect of Lessor/s.



- ii. The Lessor shall allow the Lessee to install ATM, if any, and separate entrance for the same at or near about the demised premises and allow the Lessee to install V-SAT on the roof or terrace of the demised premises and shall provide to the Lessee all incidental and consequential facilities, amenities, permissions, approvals, conveniences and right of way to and from the same without any additional compensation or amount or rent to the Lessor.
- iii. The Lessee shall be at liberty to place its name board or name boards including neon signs at the entrance to or outside the demised premises and for that purpose Lessors will obtain in writing permission of the local authority or anybody/society etc.
- iv. At any time during the agreed lease period as mentioned herein, the Lessee shall be at liberty without assigning any reason to determine and terminate the lease and to vacate from the premises by giving three calender months notice to the Lessor and the Lessor will not claim any damages / compensation but the Lessor shall not terminate or determine the lease on any ground whatsoever except on the ground of non-compliance of any of the covenants by the lessee.



The Schedule above referred to -

All that the premises admeasuring about _____ sq.ft./ (carpet or built up area) on the _____ floor of the building known as _____ at _____ standing on the piece or parcel of land bearing plot no. _____ city survey no. _____ situate and lying and being in village _____, Tal. _____, Dist. _____ in the Registration Sub-Dist. and Sub-Dist. _____ Registration Dist. and Dist. _____ and bounded as follows i. e to say -

On or towards the North by -

On or towards the South by -

On or towards the West by -

On or towards the East by -

In Witness whereof the parties hereto have executed these presents and the duplicates thereof the day and year first hereinabove written.

Signed and delivered by

Mr./Mrs. _____

The Lessor with in named

In Presence of

1. Mr. _____

2. Mr. _____



Signed and delivered by the
within named Lessee Bank of
Maharashtra by the hands of
its duly Authorised Official and
_____ Manager,

Mr. _____

in the presence of witnesses :

1. Mr. _____

2. Mr. _____

