ANNEXURE - II

OFFER LETTER TO BE GIVEN BY THE LANDLORD(S) OFFERING PREMISES ON LEASE

From:

To, Zonal Manager, Bank of Maharashtra, 1/14, Administrative Zone, Arera Hills, Old Jail Road, Bhopal (M.P.)

Dear Sir,

Re. OFFER TO GIVE ON LEASE THE PREMISES FOR YOUR BRANCH at.....

This has reference to your advertisement in newspaper and my/our offer (Technical Bid & Commercial Bid) submitted to you. Further, as per the discussions/ negotiations held, I/We, offer to you to give you on lease the premises described herein below for your Branch in

2

:

a) Full Address of premises offered on Lease :

b) Distance from main road / cross road

c) Whether there is direct access to the premises : from the main road

d) Floorwise area

Floor	Internal Dimensions	Usable Carpet Area (sq ft)	Rentable Floor Area (sq ft)	Clear Height from floor to ceiling

e) Year of Construction	:
 f) If the building is new, whether occupancy Certificate/completion certificate is obtained (Please enclose copy thereof) 	:
g) If the building is yet to be constructed	:
i) Whether the plan of the building is approved (Please enclose copy)	:
ii) Cost of Construction	:

iii) Time required for completing the construction :

h) If the building is old whether repairs/renovation : is required.

i) If so cost of repairs/construction

ii) Whether building is approved for commercial use : (Give details/attach copy of NOC/permission, if any)

:

j) Boundaries

East	:
West	:
North	:
South	:

k) Whether parking facility available

Note: Rentable floor area includes carpet area of sanitary convenience, kitchen, pantry, canteen, store etc. and internal passage and corridor if any.

÷

TERMS AND CONDITIONS:

a) Rent : Floor wise rent payable at the following rates i.e.

Floor	Floor Area	Floor area Rentable	Rent Rate per sq.ft. of

i) Basic Rent

ii) Services, if any (A/C, Society charges) :

With effect from ______ i.e. the date of handing over vacant possession after completion of the construction, repairs, renovation, additions, payable within 10th working day of the calendar month for which it is due

For services like A/C, the respective service rent will be payable from the date of service is available.

b) Lease Period :

ii) In case I/We, fail to discharge the entire loan to be (granted by the Bank for construction / repairs / renovation /addition of the premises) along with interest within the agreed period of lease, I/We, agree for further extension of lease at the same rental rates, as will be paid at the time of expiry of agreed lease period, till the loan with interest is cleared in full. This is without prejudice to the rights of the Bank to recover such outstandings by enforcement of the security or by other means such as may be deemed necessary by the Bank.

iii) You are however at liberty to vacate the premises at any time during the pendency of lease by giving three month's notice in writing, without paying any compensation for earlier termination.

c) Taxes / Rates:

(i) All existing and enhanced Municipal Corporation taxes, rates and cesses will be paid by me/us. All the charges relating to use of the premises for banking activity will be borne by me/us.

(ii) Present Municipal Tax amount isper annum. Copy of the latest property tax/municipal tax paid receipt is enclosed.

(iii) The amount of applicable Charges for banking activity is (Please give details)

(iii) Service Tax : Service tax to be borne by the bank/landlord.

d) Maintenance / Repairs :

i) Bank shall bear actual charges for consumption of water. I/We undertake to provide separate meter for this purpose. I /We shall arrange 40 KVA electricity load on a separate meter in Bank's name. All expenses for the same except deposit payable to the Electricity Board will be paid by us.

ii) All repairs including annual/periodical white washing and annual/periodical painting will be got done by me/us at my/our cost. In case the repairs and /or white/colour washing is/are not done by me/us as agreed now, you will be at liberty to carry out such repairs, white/colour washing at our cost and deduct all such expenses from the rent payable to us.

e) Rental Deposit :

You have to give us a sum of Rs. ______ (Rs. ______) being the advance rent deposit for ______ months which be refunded to you at the time of vacating the premises or you are at liberty to adjust the amount from the last 3 month's rent payable by me/us by you before you vacate (Applicable only where no loan component is involved).

f) Loan :

I/We may be granted a loan of Rs. _____ (Rs. _____ (Rs. _____ only) that may be sanctioned as per the norms of the Bank which will be cleared with interest within the period of lease and also to undertake to repay the loan by adjusting the monthly rent as per the stipulations of the Bank. The estimate of cost of construction /renovation is Rs._____. Further, I/We undertake to offer the land and building as security for the loan granted for the construction of the building.

g) Lease Deed / Registration Charges :

I/We undertake to execute an agreement to lease/regular lease deed, in your favour containing the mutually accepted/sanctioned terms of lease at the time of delivery of possession. I/We undertake to bear the charges towards stamp duty and registration charges for registering the lease deed on the basis of 50:50 between the Bank and me/us.

DECLARATION:

- a) I/We, am/are aware that, the rent shall be calculated as per the carpet area which will be measured in the presence of landlord/s and Bank Officials after completion of the building in all respects as per the specification/requirement of the Bank.
- b) The concept carpet area for rental purpose was explained to me/us and clearly understood by me/us, according to which the area occupied by toilets, staircase, pillars, service shafts more than 2sq mtrs. in area, balcony, common passage, A/C plant room, walls and other uncovered area, would be excluded for arriving at rental payments : (Strike out whichever is not applicable, particularly for toilets).
- c) I/We agree to provide the following amenities :
- Construction of Strong-room as per RBI's specifications of the size of 150-200 sq ft as determined by the Architect of the Bank. We will also raise a brick wall within the Strong Room, with a Steel grill door segregating cash section from locker section. The walls of the strong room to be 12" RCC reinforced with Steel 'Jala'. The Bank will provide strong-room door.
- Construction of ATM room to be secured with rolling shutter within the above said premises/area offered on lease to bank for installation of ATM by the bank. Layout Plan/Dimensions/specification for the ATM Room will be provided by the bank. Bank will be free to install ATM in the said ATM Room and no additional/separate rent will be payable by the bank as the area of the ATM Room is already included in the aforesaid rentable area offered to bank.
- Construction of walls, platforms, lofts to suit the Bank's requirements. <u>All outer walls</u> <u>are minimum 9" wide brick walls.</u>
- Wall finishing with POP and Painting as per instructions of Bank's architect.
- Flooring will be in Vitrified tiles/ceramic tiles as per specifications/requirement of bank.
- External façade in granite stone.
- Separate toilets for ladies and gents with latest accessories / tiling as per specifications of bank.
- Powder coated Aluminum frame windows with glass secured by MS grills of 20 mm bars and rolling shutter.
- Powder coated Aluminum frame door with glass.
- All entry and exit points of the premises to be secured by wooden door/glass door, collapsible door and rolling shutter.
- Adequate drinking water supply and storage thereof.
- 3-phase electricity connection of minimum 40 KVA. The Bank will security deposit/amount against proper demand of the concerned authority.
- Separate meters for electricity and water connections so that Bank can pay the bills for actual consumption to the concerned authority.
- Entrance in the front to be encircled by brick walls and iron grills with iron gates.
- Any other necessary civil works for providing exclusive stairs with railing in between the two floors.
- d) Bank's Sign Boards: As long as the premises are occupied by the Bank, lessors or any other person or firm will not put up any hoarding on the portion of the premises meant for Bank's own sign-boards.
- e) Use of terrace : The bank can use approx. 100 sft area part of the terrace free of any rental charges for installation of V-sat antenna & noiseless Gen-set in case of need.

f) I/We declare that I am/we are the absolute owner of the plot/building offered to you and having valid marketable title over the above. The charges/fees (Rs. 2000 – Rs.3000)

towards scrutinizing the title deeds and submission of search report of the property by the Bank's approved lawyer will be borne by me/us.

g) I/We further declare that I/We would submit a No Objection Certificate from NOIDA for permitting functioning of your bank branch from the space offered as above in the premises within a period of 30 days from the date of this offer.

h) You are at liberty to remove at the time of vacating the premises, all electrical fittings and fixtures, counters, safes, safe deposit lockers, cabinets, strong room partitions and other furniture put up by you.

i) If my/our offer is acceptable, I/We will give you possession of the above premises within ...30..days of receipt of your sanction after construction of strong room/toilets/flooring and completion of other civil work.

i) I/We further confirm that this offer is irrevocable and shall be open for 120 days from date of sanction from you.

(SIGNATURE OF OWNER/S) Address & Phone No.