

ANNEXURE-VII

OFFER LETTER TO BE GIVEN BY THE LANDLORD [S] OFFERING PREMISES ON LEASE

From,

To,

The Manager

Baroda U.P. Bank

.....
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Dear Sir,

Sub: OFFER TO GIVE THE PREMISES ON LEASE FOR YOUR BRANCH / OFFICE.

I/We, offer to give you on lease the premises described here below for your _____
branch / office.

- a) Full address of premises offered on lease
- b) Distance from the main road / cross road
- c) Whether there is direct access to the premises from the main road
- d) Floor area - (Carpet Area in sq. ft. floorwise)
- e) Year of construction
- f) Landlord to submit stamped undertaking that construction has been done as per Local Body approved Plan and bye-laws and no illegal construction is carried out by him /her / them.
- g) If the building is new, whether occupancy certificate is obtained.
- h) If the building is yet to be constructed
 - i Whether the plan of the building is approved (copy enclosed)
 - ii Cost of construction
 - iii Time required for completing the construction
- i) If the building is old whether repairs / renovation is required
 - i. If so cost of repair / construction.

Boundaries

East

West

North

South

TERMS & CONDITIONS:

a) **Rent** – Floor-wise rent payable at the following rates i.e.

		Floor	Carpet Area (sq.mtr.)	Rent Rate(Rs.) per sq.mtr. of Carpet Area per month
i)	Basic Rent			
ii)	Service Charges, if any (Society charges etc.) Give Details			

With effect from i.e. the date of handing over vacant possession after completion of the construction, repairs, renovation additions, payable within 5th working day of succeeding calendar month. For services etc. the respective service rent will be payable from the date the service is available.

b). Lease Period:

- i). _____ years certain and ____ years option from the date of handing over vacant possession after completion of construction, repairs, renovations, additions, alterations etc with _____ % enhancement in rent after _____ years.
- 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 outstanding 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 months notice in writing without paying any compensation for earlier termination.

c). Rates & Taxes:

All existing and enhanced Municipal Corporation Taxes, rates and cesses will be paid by me/us. This condition cannot be modified by Landlords. If any notice is received by the Bank from the Authorities concerned on a/c of default, I / We shall pay the liabilities immediately or I / We authorise you to pay the same against adjustment of future rent payable to me / us.

d). Repairs / Maintenance:

- i). Bank shall bear actual charges for consumption of electricity and water. I/We undertake to provide separate electricity/ water meters for the purpose.
- ii). All repairs including annual/periodical colour wash 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 or white/ colour washing etc. 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 ` _____ being the advance rent deposit for _____ months which will be refunded to you during the lease period or before surrender of the premises or from the second year of lease and preferably in 12 to 24 months instalments as stipulated to me/us by you (Applicable only where no loan component is involved).

or

f). Loan:

I / We may be granted a loan of _____ (Rupees _____ only) that may be sanctioned as per the norms of the Bank which will be cleared with interest within the stipulated 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 _____.

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:

If you require, I/We undertake to execute an agreement to lease/regular lease deed in your favour containing the mutually accepted/sanctioned terms of lease at an early date. 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.

h). I / We undertake to provide space for **outdoor fans** / units for Air-Conditioners (Split ACs).

i). I / We give permission for installation of On-site ATM within the premises including structural changes and undertake to provide space to install V-SAT antenna, Radio Mast Pole antenna, solar panels etc.

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 respect 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 Verandah, Corridor & passage Entrance hall & Porche, Staircase & stair cover, Shaft & machine room for lift, A/C Ducts/ plant room, Shaft for sanitary / water-supply / garbage/ fire fighting / electricity / telecommunication / AC, Bathrooms, Lavatories, Stilt, Covered / open parking spaces, Pump Room, Flower Bed, Watchmen / s Chowky, Storage Tanks, Chajja, Canopies & Worship Places and other uncovered area would be excluded for arriving at rental payments,
(strike out whichever is not applicable, particularly for toilet (s)).
- c). Bank is at liberty to surrender any part of the premises during the currency of the lease without payment of any compensation / rent for the unexpired lease for which I / We shall not have any objection.

- d). The following amenities are available in the premises or I/We agree to provide the following amenities (Strike out whichever is not applicable) at our cost.
- i). The strong room area will be constructed strictly as per the Bank's / RBI's specifications and size. Strong room door, grill gate, tangbar, ventilators are to be supplied by the Bank.
 - ii). A partition wall will be provided inside the strong room segregating safe deposit vault and cash room.
 - iii). A lunch room for staff and stock room will be provided as per the requirement /specification of the Bank/A wash basin will also be provided in the lunch room.
 - iv). Separate toilets for gents and ladies will be provided.
 - v). A collapsible gate, rolling shutters will be provided at the entrance and at any other point which gives direct access to outside.
 - vi). Entire flooring will be of vitrified tiles and walls distempered.
 - vii). All windows will be strengthened by grills with glass and mesh doors.
 - viii). Required power load of _____KVA for the normal functioning of the Bank and the requisite electrical wiring/points will be provided.
 - ix). Continuous water supply will be ensured at all times by providing overhead tank and necessary taps. Wherever necessary electric motor of required capacity will be provided.
 - x). A suitable space for fixing sign boards on the front walls of the building will be provided at no extra cost.
 - xi). Electrical facilities and additional points, (lights, fans, power) as recommended by the bank will be provided.
- e). I / We declare that I am/are the absolute owner of the plot/building offered to you and having valid marketable title over the above. I/We also confirm that there is no litigation / court order against this property.
- f). The charges/fees towards scrutinising the title deeds of the property by the Bank's approved lawyer will be borne by me/us.
- g). 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 door, partitions and other furniture put up by you.
- h). If my/our offer is acceptable. I/We will give you possession of the above premises by _____ (Date)
- i). I/We further confirm that this offer is irrevocable and shall be open for _____ days from date hereof, for acceptance by you.

Yours faithfully,

Date: