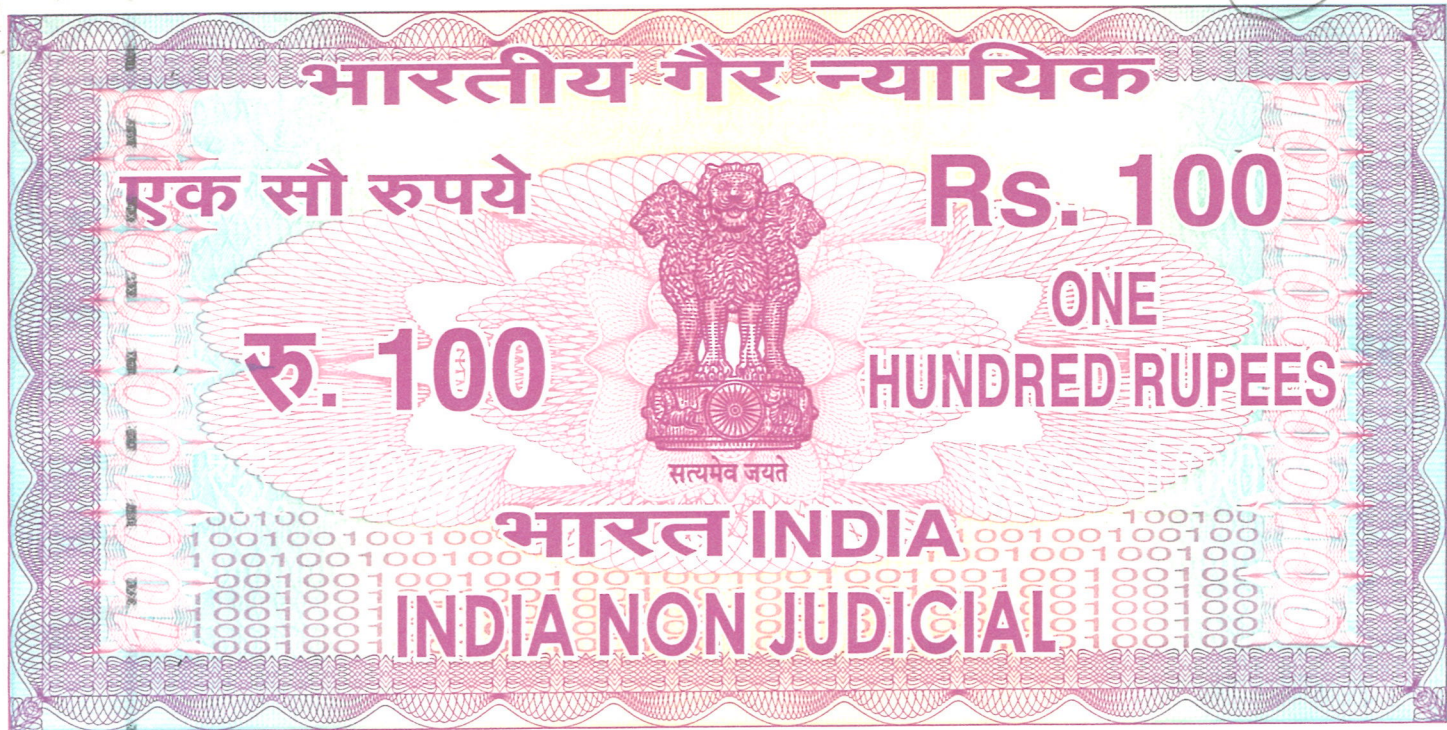




ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AB 632211

SUNKAVILLI KRISHNA MOHANA RAO

S/o. SATYANARAYANA

Manager

S.V.S.R.O. SAMALOTA-533 440

State Bank of India .J.N.T.U

Licence No. 04-10-0.18-11978

Renewal 04-10-0.029-2011

Kakinada Branch.

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LEASE AGREEMENT FOR ATM PREMISES

THIS AGREEMENT OF LEASE executed on this the 1st day of January 2012

In Between:-

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY, Kakinada represented by it's Registrar, Sri VIPPARTHY RAVINDRA, aged 46 years, S/o. V. Praveena Murthy resident of Door No.70-4-7, Main Road, Kakinada, Kakinada Mandal, East Godavari District, hereinafter called the "**LESSOR**" which expression shall where the context admits or requires include it's executors, administrators, representatives and assigns) of the **ONE PART::**

AND

STATE BANK OF INDIA, constituted State Bank of India Act, 1955 having one of it's Local Head Offices at S. S. Kovil Road, Thampanoor, Trivandrum, having it's Branch Office at Door No.70-4-7, Kakinada, represented by its Branch Manager, Sri SUNKAVILLI KRISHNA MOHANA RAO, S/o. SATYANARAYANA, aged 55 years, hereinafter called the "**LESSEE**" which expression shall where the context admits or requires include it's executors, administrators, representatives and assigns of the **OTHER PART::**

LESSOR :: V. Praveena Murthy
REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

LESSEE ::

STATE BANK OF INDIA
भारतीय स्टेट बैंक / భారతీయ స్టేట్ బ్యాంక్
S. S. Kovil Road
Branch Manager
J.N.T.U. Branch, KAKINADA

WHEREAS the Lessor is absolutely seized and possessed free from all encumbrances, trusts lis-pendens, executions and attachments of ALL THAT messuage, building, tenement, hereditaments and premises TOGETHER WITH the piece and parcel of land thereunto belonging whereon or on part whereof the same is executed and built containing by estimation an area of 120 sq. ft. there about situated and lying in the District of East Godavari, Town of Kakinada comprised being nearest premises D. No.70-4-7, Kakinada, A.P. more particularly described in the schedule hereunder written (hereinafter called "the said Premises")::

2. The Lessor has, at the request of the Lessee, agreed to grant to the Lessee a Lease of the schedule premises in the manner hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:-

I. In pursuance of the said agreement and in consideration of the rent hereunder reserved and the covenants and agreements herein after contained the Lessor doth hereby demise and lease unto the Lessee the premises, located Premises No.70-4-7, Kakinada, A.P. and more particularly described in the schedule hereunder written and hereinafter referred to as ATM Premises, TOGETHER WITH all equipments, electrical installations and fittings thereunto ALSO together with the frontage of 12 feet and entrances, paths and passages, ways leading from the said premises to the ATM premises for the exclusive and unobstructed use by the Lessee AND ALSO TOGETHER WITH right for the Lessee, its servants, employees, customers, agent and other persons having business with the Lessee to use in common with Lessor and/or their other tenants and occupiers with the Lessee to use in common with Lessor and/or their other tenants and occupiers of the said premises and other entrances, lobbies, paths, if any, in the said premises for the purpose of ingress to and egress from the ATM premises to HOLD the same with all easements and other appurtenances unto the Lessee for the term of years from the 1st day of January 2012

with successive options of renewal on the part of the Lessee as hereinafter provided but determinable earlier as hereinafter contained YIELDING AND PAYING therefore unto the Lessor the monthly, rent of Rs. 4000 /- (Rupees Four Thousand only) for the ATM premises inclusive of all present and future rent, revenue, taxes, impositions and outgoing except Property/Municipal taxes whatsoever payable in respect of the ATM premises by the Owner thereof and such monthly rent shall be paid on or before 5th day of each and every month for the month immediately preceding.

LESSOR ::

REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

For STATE BANK OF INDIA
రాష్ట్ర బ్యాంక్ ఆఫ్ ఇండియా స్టేట్ బ్యాంక్ ఆఫ్ ఇండియా
LESSEE ::
Branch Manager
J.N.T.U. Branch, KAKINADA

II. The Lessee to the intent that the obligations may continue throughout the continuance of lease hereby created doth hereby covenant with the Lessors as follows:-

- (a) To pay by cheque/banker's cheque the said monthly rent hereby reserved to the lessor on the day and in the manner aforesaid.
- (b) To pay all charges for electricity to be consumed by the lessee in the ATM premises to the appropriate authority according to the reading of the electric meter or meters to be installed in the ATM premises by the lessor at their costs for the lessee's use.
- (c) To use the ATM premises as on offsite ATM only and for the purpose directly and incidental to its ATM activities, and for the said purpose have the liberty and permission to alter and modify the demises premises, but as per the rules and regulations of the Municipal Corporation and/or State Government and/or Central Government and may install various fixtures including machines automated and manual, air conditioner/s and other related furniture therein for effectively achieving the objects and purpose for which the lease has been demised in favour of the Lessee.
- (d) To allow the lessor or it's agents from time to time and at all times during the tenure of the Lease during reasonable hours in the day time out on receiving at least 72 hours previous notice in writing from the Lessor with or without workmen to enter upon the ATM premises for the purpose either of viewing the ATM premises or of doing such work or thing as may be requisite or necessary for any repairs of the ATM premises and every part thereof.
- (e) To yield and deliver up possession of the ATM premises to the Lessor at the expiration of or earlier determination of the Lease in as good condition as the same have been at the beginning of the said Lease. Reasonable wear and tear and damage by fire, storm, tempest, earthquake, flood or other act of God, war, strike, riot or Civil commotion, mob violence, air raid violence of army or any irresistible force excepted.

III. The Lessor does and each of them doth hereby covenant with the Lessee as follows:

- (a) The Lessee observing and performing all the covenants and conditions herein contained and on its part to be observed fulfilled and performed shall quietly hold and enjoy the ATM premises and every part thereof during the continuance of the lease without any interruption by the Lessor or any person or persons claiming title through or under him.

LESSOR ::

V. Rm

REGISTRAR

JNTU University Kakinada
KAKINADA-533 003

LESSEE ::

Smb

Branch Manager
JNTU Branch, KAKINADA

STATE BANK OF INDIA

సంకల్పిత / అనుమతించబడిన స్థానం

- (b) The Lessor shall not nor shall they allow any person to use or carry on any noisy, hazardous, occupation or business in or upon any part of the said premises which may cause annoyance or inconvenience to and/or otherwise likely to be prejudicial to the interest of the lessee at the ATM premises.
- (c) The Lessor shall pay all rents and revenues payable to the superior Landlord and all present and future Municipal rates, taxes and/or other outgoings or impositions whatsoever payable by the owner in respect of the ATM premises.
- (d) The Lessor shall observe and perform all the Rules, Regulations and bye-laws for the time being in force in respect of the ATM premises, and shall not do or omit to do anything so that the lease hereby created and occupation of the Lessee in respect of the ATM premises is jeopardized PROVIDED ALWAYS that the Lessor shall keep indemnified and hereby indemnify the Lessee in respect of any claim, demand, action or proceedings which may arise in connection therewith.
- (e) The Lessee agrees to obtain requisite approvals, if any, from the local or any other authorities for the setting up of the ATM centre at the ATM premises, including that of the permissions from Electricity Board/Department, Municipal Corporation and Police authorities etc., That the Lessor shall provide supply of electricity, including a three phase and 5 KVA power connection at the ATM premises for the exclusive use of the Lessee for installation, operation and maintenance of the Offsite Automated Teller Machine. Further, the Lessee shall be entitled to install at its cost all the additional electrical appliances and for which due record shall be maintained and kept available with the Lessee. The Lessee undertakes to abide by all the rules and regulations prescribed under the Indian Electricity act, 1910, Electricity (Supply) act, 1948. The Electricity Act, 2003, the rules under the said Acts, the Conditions of Supply of electricity and the rules and regulations of Kerala State Electricity Board, as in force and as may be introduced from time to time, governing the supply of electricity at the demised premises.
- (f) The Lessor also hereby unconditionally and irrevocably authorize the Lessee to affix/display its name board, neon signs, signage advertisement material, banners, etc., across the breadth-of the demised premise and at the entrance of the ATM premises are situated and any further permission for the same shall be obtained form the Municipal/other authorities by the Lessee at its cost and expenses.

LESSOR ::

REGISTRAR

J.N.T.University Kakinada
KAKINADA-533 003

STATE BANK OF INDIA

LESSEE ::

Branch Manager
J.N.T.U, Branch, KAKINADA

(g) The Lessor hereby unconditionally and irrevocably agrees that the Lessee shall have at all times without any extra cost/payment to the Lessor an exclusive, unrestricted and absolute right to use and occupy the ATM premises for the purpose of installation/erecting/locating maintaining of:

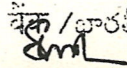
- (i) VSAT, Radio tower and/or other equipments/machines which are used or are capable of being used for the functioning/operation of the offsite ATM of the Lessee, Generator set or any machines/equipments for generating power/electricity.
- (ii) The Lessee shall be entitled to install/locate UPS, generator set and other equipments used for generating power/electricity within the said ATM premises specified in the second Schedule hereunder written.
- (iii) The Lessee at all times be entitled to connect the said demised premises with VSAT and other equipments/machines, generator set etc., by appropriate cable or other means.

(h) The Lessor hereby unconditionally and irrevocably agrees that the Lessee without any extra cost/payment to the Lessor, be entitled to enjoy all the easements of necessity/right of way and access to the building in which the ATM premises are located. The Lessor agrees and confirms that it will not prevent the Ingress and egress of the customers/general public to the ATM premises and the said premises will be accessible for the customers for 24 hours a day for carrying in the business of the Lessee.

(i) The Lessor shall indemnify and keep indemnified the Lessee from and against all claims, suits, actions proceedings and demands made by any other persons for and on behalf of the Lessor or any other party in respect of injury or loss caused or alleged to be caused by the exercise of the Lessor's rights, liberties, powers and authorities granted hereunder.

(j) The Lessor will during the said term or any extension thereof keep the ATM premises in good condition and will carry out a standard quality white washing/distempering of walls once in every one/two years and oil painting of doors, windows, grills etc., once in every one/two years and oil painting of doors, windows, grills etc., once in every one/two years of the said terms or any extension thereof. The Lessor will also carry out through repairs to the ATM premises whenever so required. If the said white washing/distempering of walls, oil painting of doors, windows grills etc., and the necessary repaired sare not carried out by the Lessor within a period of 30 days of notice given by the Lessee to the Lessor, the Lessee shall be entitle to execute the same at the expenses of the Lessee and shall be entitle to deduct the expenses so incurred from the rent and shall also be otherwise entitled to recover the same from the Lessor.

LESSOR : REGISTRAR
J.N.T. University Kakinada

STATE BANK OF
LESSEE :: 

(k) The Lessor has good right, full power, absolutely authority and indefeasible title to demise the ATM premises to the Lessee in the manner herein appearing free from all encumbrances, trusts, lispendens, executions, and attachments whatsoever.

(l) The Lessor will not during the currency of the lease, transfer, mortgage, sell assign or otherwise create any interest in the ATM premises without the prior intimation to the Lessee in writing.

(m) The Lessor shall allow the Lessee to carry on joint venture and services in association with its subsidiaries/associates and the personnel belonging to subsidiaries/associates and such joint ventures/persons are allowed to access, entry and movement to function from the demised premises for the purpose of business of the Lessee or of the joint ventures.

(n) The Lessor shall provide place for installation of VSAT which is necessary for the daily functioning of ATM and the place should be suitable for receiving a signal from satellite by the VSAT.

(o) The Lessee shall not pay any advance rent to the Lessor.

IV. It is hereby agreed by and between the parties hereto as follows:-

(a) The Lessee shall be entitled to display its signboard/boards, hoardings, name boards, neon signs or such other publicity and advertising materials in such a manner and at such portion of the ATM premises whether inside or outside or on the outer wall of the ATM premises which the Lessee may in its absolute discretion think fit and the Lessor shall have no objection thereto.

(b) The Lessee shall be entitled to carry out modifications/repairs/renovation in the ATM premises, at its costs and expenses as may be required for appropriate installation, operation and maintenance of the ATM/s from time to time.

(c) The Lessee shall be entitled at any time during the continuance of the lease, to install, or fix in the ATM premises all such fixtures, including air conditioners, UPS, sun blinders, electrical switches and installations, light, fans carpets and other equipment and fittings, fixtures and paraphernalia for the technological additions and for the better use of the ATM premises for its business as the Lessee may think fit and on the expiration or sooner determination of the lease to remove the same and every part thereof as its own costs without thereby causing any damage to the ATM premises.

LESSOR :: 
REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

For STATE BANK OF INDIA
 స్టేట్ బ్యాంక్ ఆఫ్ ఇండియా
 LESSEE :: 
 Branch Manager
 J.N.T.U. Branch, KAKINADA

(d) The Lessee shall be entitled to install a VSAT, outdoor units of air conditioners or other apertures at Lessee's cost and expenses, at the vantage points close to the ATM premises.

(e) It shall be lawful for the Lessee to assign, transfer, underlet and sublet the ATM premises or part thereof without reference to the Lessor.

(f) The Lessee shall be entitled to arrange for its own security at the demised premises. The expenses incurred on the security at the ATM premises, shall be borne and paid by the Lessee alone. The Lessee is further entitled to keep and depute its security guard/s for the safety, protection and preservation of the ATM or other machines at all such times as may be deemed necessary by the Lessee and the Lessor shall never raise any objection thereto to any intent of whatsoever or howsoever nature.

(g) The Lessee may insure the contents in the ATM premises against any risk/damage by fire, earthquake and/or riots etc., as it may deem fit.

(h) In the event of the ATM premises or any part thereof being materially damaged or destroyed by enemy action, earthquake, tempest, fire or any irresistible force or acts or goods, war, riot, civil commotion, mob violence, strike, air raid or any irresistible force so as to render the ATM premises or any part thereof substantially and permanently unfit for the purpose for which they were let, this lease at the option of the lessee be void but in the event the Lessee desiring to continue the lease and the Lessor agreeing to repair the damage or injury, the Lessee shall vacate such portion of the ATM premises as may be required to enable the Lessor to repair or to restore the ATM premises to its former state and condition and in such event the whole or proportionate part of rent as the case may be shall abate till the demised premises is restored to its former condition or the damage repaired and the Lessee shall continue to pay the full rent from the date of such reparation or restoration to the satisfaction of the lessee.

(i) In the event of the ATM 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 Agreement shall be determined in case of acquisition or in case of requisition at the option of Lessee and the parties shall be entitled to such compensation as they may respectively be awarded under the Law.

LESSOR ::

REGISTRAR

J.N.T. University Kakinada
KAKINADA-533 003

STATE BANK OF INDIA

LESSEE ::

Branch Manager

J.N.T.U. Branch, KAKINADA

(j) If the Lessor shall at any time fail and neglect to perform and observe any of the covenants and conditions herein contained and on their part to be observed and performed, then the Lessee shall be entitled at its option forthwith to determine this lease or alternatively demand compensation from the Lessor for damages suffered by the Lessee by reason of such non-performance or non-observance.

(k) In case the Lessee desired to obtain a lease of further floor area in the said premises, the Lessor 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 no cause such rent shall exceed the rent payable for the floor and the period of such lease shall be co-extensive or co-terminus with the period of the lease herein granted.

(l) In the event of the Lessor deciding to sell the ATM premises during the tenancy or at the expiration of same, they shall in the first instance offer the ATM premises and the Bank shall within one calendar month from the date of such offer accept or reject such offer.

(m) If the Lessor shall fail or neglect to pay rents, revenues, rates taxes, impositions, outgoing cesses however or whatsoever payable by owner in respect of the ATM premises and/or to keep the ATM premises and every part thereof in good repair and condition to and/or to keep the ATM premises insured for such sum and against such risks as may be required by the Lessee, it shall be lawful (but not obligatory) for the Lessee to pay such rents, revenues, rates, taxes, impositions, outgoing, and cesses, to incur expenses to keep the ATM premises and every part thereof in good repair and condition and to keep the ATM premises insured for such sum and against such risks as the Lessee in its absolute may think fit and in any one or more such a cases the Lessee will be entitled in its absolute discretion to deduct such payments and such expenses as aforesaid with interest.

(n) The Lessor shall at all the request of the Lessee execute and register at the cost of the Lessor and Lessee on 50:50 basis a renewed lease agreement of the ATM premises in favour of the Lessee for a further period of 05 years from the date of expiration of the term hereby created on the same terms and conditions as are herein contained including the covenant for renewal for a further term of 05 years with for a lease (it being the intention that the lessee shall be entitled to have renewals of this Lease for a period of 05 years each at the same terms and conditions excepting rent which will be determined through mutual negotiation which shall but not exceed 20% of existing rent as are herein contained).

LESSOR :: **REGISTRAR**
J.N.T. University Kakinada
KAKINADA-533 003

STATE BANK OF INDIA
రాష్ట్ర బ్యాంక్ / రాష్ట్ర బ్యాంక్ స్టేట్ బ్యాంకు
LESSEE :: **Sm**
Branch Manager
J.N.T.U. Branch, KAKINADA

(o) Notwithstanding any thing to the contrary herein before contained, the Lessee shall be entitled and shall have the option to terminate this agreement at any time on giving one calendar month's prior notice in writing to the Lessor and on expiration the period to be mentioned in such notice this Lease shall cease to be operative.

(p) The parties to these presents further agree as under:-

- i. That they shall perform their respective covenants as herein before reproduced and shall not deviate there from without mutual consent.
- ii. That the stamp duty and registration charges of these presents and counter part and of this Agreement shall be borne by both parties equally that is, on 50:50 basis.
- iii. That this Lease Deed shall be executed in duplicate.
- iv. That the address for service of any notice/intimation to be served upon/by either party is as under.

Lessor's Address:

Registrar, J.N.T.U.,
Door No.70-4-7, Main Road,
Kakinada, Kakinada Mandal,
East Godavari District

Lessee's Address:

Branch Manager,
State Bank of India,
Door No.70-4-7, Main Road,
Kakinada, Kakinada Mandal
East Godavari District,

V. If any dispute or difference arises between the Lessor and the Lessee to the interpretation, true meaning or effects of these presents or any clauses hereof or their respective rights and liabilities hereunder, the same shall be referred to the arbitration in terms of the provisions of the arbitration and Conciliation act, 1996 as amended from time to time including its statutory modifications and re-enactment and the award of the arbitrators shall be final and binding upon and/or between the parties. The language of the arbitration shall be English and the seat of arbitration shall be in Trivandrum. Each party will appoint one Arbitrator and the two arbitrators will appoint an Umpire.

FIRST SCHEDULE

All that messuage, building, tenement, hereditament and premises TOGETHER WITH the piece and parcel of land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 120 sq. ft i.e. (10 x 12) sq. ft. or thereabout situated and lying in the District of East Godavari comprised in being nearest premises Door No.70-4-7, in T.S. No. , Ward No. , Block No.70, situated at J.N.T.U. Kakinada, Kakinada Mandal, Kakinada Municipal Corporation, East Godavari District, A.P., within the following boundaries and measurements:-

REGISTRAR

N.T. University Kakinada
KAKINADA-533 003

LESSOR ::

V. [Signature]

STATE BANK OF INDIA

LESSEE ::

[Signature] *అధ్యక్షుడు*

EAST : Property of Lessor.
 WEST : Road.
 SOUTH : Property of Lessor.
 NORTH : Property of Lessor.

SECOND SCHEDULE

Description of equipments, furniture and other electrical equipments of the Lessee in the ATM premises:

KVA 3 phase electrical power with Rolling Shutter.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

LESSOR ::

REGISTRAR
 J.N.T. University Kakinada
 KAKINADA-533 003

WITNESSES:-

(1) *[Signature]* (K. PURNANANDAM)

(2) *[Signature]* (SHAIK TAJUDDIN BABA)

LESSEE ::

STATE BANK OF INDIA
 స్టేట్ బ్యాంక్ ఆఫ్ ఇండియా
 Branch Manager
 J.N.T.U. Branch, KAKINADA

Draft prepared and got typed by:-