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// SHREE GAJANAN PRASANNA //

# LEAVE AND LICENSE AGREEMENT

This Agreement is made in Pimpri this Friday the 25th of September, in the year of Two Thousand and Twenty, i.e. 25/09/2020.

**BY AND BETWEEN**

**MR. RAJENDRA APPASAHEB JAGTAP,**

PAN NO. AAXPJ4802C,

AGE 54 YEARS, OCCU.: BUSINESS,

R/AT :FLAT NO.52, BUILDING NO. 5,

JAGTAP PATIL COMPLEX,

BEHID PCMC SCHOOL,

PIMPLE GURAV, PUNE - 411 061.

Cell No. 8888833807.

HEREINAFTER called as “**LICENSOR"** (which expression shall unless be repugnant to the context shall mean and include himself, his heirs, executors, Administrators, and assignee, etc. ... OF THE FIRST PART.

**AND**

**MR. PAVAN DILIP LALWANI,**

PAN NO. ANXPL9768Q,

AADHAR NO. 951049718108,

AGE 23 YEARS, OCCU: BUSINESS,

RES. AT : D WARD 2/2, BEHIND

GYANIJI GURUDWARA,

PIMPRI COLONY, PUNE - 411 017.

CELL NO. 8888882533.

HEREINAFTER called as the “**LICENSEE**” (which expression unless repugnant to the context shall mean and include himself, his heirs,executors, assignees,and administrators) ..... .. .. .. OF THE SECOND PART.

WHEREAS the Party of the First Part is the recorded Owner & sufficiently entitled to all the piece and parcel of the Shop constructed of Tin Sheets, Bricks, & cement Sheets on the roof, admeasuring about 1000 Sq. Fts. i.e. 20’ X 50’ area situated at Survey No. 47/1, situated behind Sai Laurel, Park Vidhya Nagar, in the village Pimple Gurav, PUNE - 411061, Taluka Haveli, District Pune, within the jurisdiction of Pimpri Chinchwad Municipal Corporation.

(Together with the Electricity Connection, alongwith all the rights of easements, hereditaments and appurtenances attached hereto). Hereinafter called as "the said Shop Property",

WHEREAS the party of the First part is the Owner on record of right of the land and the said Shop and is having the said Shop vacant, and the party of the Second part who is looking for a suitable Shop for his Hotel Business had approached to the party of the First Part and asked for the said Shop property on leave and license basis of **36 (Thirty Six) Months.**

WHEREAS the LICENSOR has agreed to allow the LICENSEE to temporarily occupy the said Shop on leave and license basis without any Security Deposit. And on the basis of monthly License Fees/Compensation Amount of Rs. 20,000/- (Rupees Twenty Thousand Only) per month for the period of first 12 Months; thereafter with 10% escalation Rs. 22,000/- (Rupees Twenty Two Thousand, Only) per month for the period of next 12 Months; thereafter Rs. 24,200/- (Rupees Twenty Four Thousand, Two Hundred Only)per month for the period of concluding 12 Months. It is further agreed that the whole period of 24 months shall be the LOCK-IN-PERIOD of this Agreement, with the terms and condition hereinafter contained.

AND WHEREAS it is agreed & undertaken by the Licensee that after the termination/maturity of the period of License he will vacate and deliver the Possession of the said Shop to the LICENSOR in the same position which is now.

AND WHEREAS both the parties at their mutual will and wish have decided the conditions of the Agreement and both the parties have decided to reduce down in writing the terms & condition of the leave and License Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN BY THE PARTIES HERETO AS FOLLOWS:-**

1. The LICENSOR hereby grants to the LICENSEE and hereby accepts from the LICENSOR the leave and License Agreement to temporarily occupy the hereinabove mention shop for his Hotel Business purpose as described hereinabove for the period of 36 months with effect from **01/10/2020 to 30/09/2023**.

2. The LICENSEE hereby agree and had paid to the LICENSOR without Security Deposit. Further the LICENSEE agrees to pay the monthly License Fees/Compensation Amounts as follows :

a. Rs. 20,000/- p.m. from 01/10/2020 to 30/09/2021, (12 months)

b. Rs. 22,000/- p.m. from 01/10/2021 to 30/09/2022, (12 months)

c. Rs. 24,200/- p.m. from 01/10/2022 to 30/09/2023, (12 months)

It is further agreed that License fees will be paid in the end of the License month i.e. on or before 5th of every next month (License month starts from 1st of the English Calendar month and will end on 30th of the same Calendar month). It is further agreed that the first period of 24 months shall be the LOCK-IN-PERIOD of this Agreement, during which period the LICENSEE must occupy and possess the Shop and compulsorily pay the license fees, and after the Lock-in-period any party can give 3 months prior Notice to the other party, with the terms & condition hereinafter contained. The LICENSEE undertake to pay the license fees regularly and in time, on or before 10th of every next month. The LICENSEE further undertake and promise to honor all the cheques issued against license fees, and if any fails or dishonors then the LICENSOR shall have all rights to take strict legal action and even evict from the said Shop.

3. It is agreed by and between both the parties that the LICENSEE/party of the Second part shall pay the M.S.E.B. Bills & Water Bills, and the LICENSOR shall pay the Municipal Tax of the said Shop. In case of any delay or default in payment of the Electricity & water Bills accrued upon the same shall be borne and paid by the LICENSEE only.

4. The LICENSOR has delivered the vacant and peaceful possession of the said Shop to the LICENSEE at the time of execution of this Agreement, so that the LICENSEE shall himself carry out the White Wash and Other internal repairing works of the said Shop and also install the Fixtures, fittings and Furniture in the said Shop as required by him, as per his choice and had started his Business.

5. That the LICENSEE shall maintain the Shop at their own cost, any good tenantable repairs and conditions from the date of possession of the Shop is taken. The LICENSEE shall not make any structural changes in the Shop, or any changes in the Walls. Further the LICENSEE shall not make any Door, Window or Ventilator on the side Walls whatsoever,.

6. It is agreed that if the LICENSESE makes a default of payment of monthly License fees/Compensation amount in time, the LICENSOR shall issue the Notice for Interest & Penalty.

7. That it is also hereby agreed by and between the parties that the LICENSEE shall not sub-let or part-let the said Shop or any portion/Otta or its Easementary right to any other person. Moreover no Outsider shall do any type of Occupation in the said Shop. And that in every way the Party of the Second part i.e. the LICENSEE shall indemnify and compensate the Party of the First part i.e. the LICENSOR.

8. That LICENSOR & the LICENSEE undertakes to perform and observe all terms and conditions of this Agreement. And the LICENSEE agrees to pay to the LICENSOR the monthly license fees at the end of the license month.

9. It is also agreed by the between both the parties that the LICENSOR shall always have all rights of access and/or inspection in the said Shop without any prior Notice.

10. That the LICENSEE will use the said Shop exclusively for the Business of Hotel / Restaurant only, in the name and style of **“M/S. MALASHREE PURE VEG”** and maintain the said Shop as a prudent person without causing any type of damages thereto. And no type of unlawful thing/act shall be committed by the party of the Second part whatsoever. If any unlawful act is done by the LICENSEE, the LICENSOR alone shall be entitled to claim such proportionate amount of damages from the LICENSEE, the LICENSOR have the right to deduct from the Security deposit amount, and also can immediately Quit/vacate the LICENSEE from said Shop.

11. That the LICENSEE shall not make any type of Nuisances, obnoxious and anti-social or illegal activities or acts prejudicial to the norms of decency or in normal etiquettes of the Society. The LICENSEE shall not keep any Hazardous things in the said Shop. The LICENSOR shall not be responsible for any acts, omissions, illegality in respect of the conduct of the LICENSEE.

12. The LICENSEE himself shall be responsible for any illegal act or Offence committed by himself, his relatives, Partners or his servants/ Contractors/ Customers or any other person on their behalf.

13. The LICENSOR only shall have and shall be deemed to have the ownership, full control, legal possession and occupation of the said Shop and the LICENSEE shall use and occupy the said Shop as mere or temporary LICENSEE only. That this Agreement does not in any way gives to the LICENSEE any right of Tenancy and/or the LICENSEE does not have any right, title or interest in the Shop of the said Shop. That no Rent Act is applicable to this transaction. Moreover the LICENSEE cannot be called as Tenant as per the provisions of Maharashtra Rent Control Act, 1999, and that the Section 24 of the said Act shall always be binding upon both the parties herein.

14. That there is an Electricity connection for the said premises which shall be used by the LICENSEE and the LICENSEE agrees to regularly pay the Bills thereof & handover the original copy of paid Bill to the LICENSOR every month.

15. It shall be the duty of the LICENSEE to maintain the Electrical Equipments uptodate and in working conditions at all the times.

16. It is agreed by and between both the parties that the LICENSEE/Parties of the Second part shall bear and possess the valid & legal license/permission i.e Shop Act License, Food License, Corporation License, FDI license, FASSI license, and Police License/Permission, etc. as applicable and they will be responsible for the regular renewals of the same. The LICENSEE/PartIes of the Second part shall look after & expend for the day to day up keeping & maintenance of the said Shop. The LICENSEE shall also pay in respect of the said Shop the Electricity Charges, Telephone Bills, Excise, VAT, Octroi, LBT, Sales Tax, Service Tax,G.S.T. Income tax, and/or any other taxes/cess, etc. as and when applicable to their Business as and when required to be paid during the period of license. And that the LICENSOR Party of the First part shall nowhere be responsible for any of the outgoing.

17. That the LICENSEE shall not make any type of Nuisances, obnoxious and anti-social or illegal activities or acts prejudicial to the norms of decency or in normal etiquette of the Society. The LICENSOR shall not do or cause to do or permit to do any act which would amount to annoyanace or nuisance to the neighbouring occupants and shall not do any act, deed or thing whereby the LICENSOR shall suffer any loss, or damage or which may cause any disturbance to the LICENSOR or to neighboring occupants, in such instance, the LICENSEE is liable to vacate the said premises immediately within the period of 7 days on receipt of written Notice to that effect issued by the LICENSOR to LICENSEE.

18. The LICENSEE shall not fix any Boards or Advertisements not pertaining to the Business to be carried out in the said Shop, without the prior sanction of the LICENSOR in writing. And even after consent of the Licensor If any Board or Advertisement or Sign Board is installed the LICENSEE shall be responsible & liable for all the expenditures, i.e. Taxes and revenues of the same.

19. The LICENSOR shall not be liable or responsible for any theft, loss, damage, burglary or destruction of any property of LICENSESEES (or any of other person) lying in the said premises or any other part thereof or for any bodily injury to any person or loss of life due to any reason or cause whatsoever.

20. The LICENSEE shall not keep any Hazardous things in the said Shop. The LICENSOR shall not be responsible for any acts, omissions, illegality in respect of conduct of the LICENSEE.

21. The LICENSEE themselves shall be responsible for all the Criminal/Civil liability with all the cost & consequences thereof.

22. And at the end of the period of 36 Months the Possession of the said shop shall automatically come back to the LICENSOR, without any Notice. But it shall be mandatory for the Licensee to give a 3 month's Advance Notice to the LICENSOR for vacating the Shop/premises before the present Agreement terminate.

23. Without prejudice to the foregoing provisions and without prejudice to all or any other rights and remedies that may be available to the LICENSOR under this Agreement, the LICENSEE agrees that the LICENSOR shall be entitled to recover possession of the said premises and avail the rights conferred by section 24 of the Maharashtra Rent Control Act 1999.

24. It is agreed by and between the parties herein that in the event of any breach of terms & conditions of this Agreement and/or in the event of prior termination of the Agreement the LICENSOR shall immediately issue a notice to the LICENSEE & the LICENSEE shall immediately vacate the said Shop, and the LICENSOR shall be liable for all the License fees dues or M.S.E.D.C.L.Bills, Water Bills, maintenance, etc. or any other dues and/or any amount of Compensation or damage/s caused by the LICENSEE to the said Shop.

**25. The LICENSEE agrees and undertake to submit to the local Police Station the Police Verification Form and the necessary documents and obtain the acknowledgement thereof within the period of 15 days from the date of this Agreement.**

26. The LICENSEE shall not do or suffer to be done anything which may invalidate the insurance of the said Building in which the licensed Premises is situated. And the LICENSEE must obtain at his own cost insurance cover in respect of the goods and belongings in the said premises.

27. It is agreed by and between both the parties that the LICENSEE/Parties of the Second part shall look after & expend for the day to day up keeping & maintenance of the said Shop.

28. It is mutually agreed by the parties hereto that all tices, Instructions, descriptions, consent and decisions will be given and taken concerning these present in writing.

29. The LICENSEE shall further use the Shop for authorised, approved and lawful business only. The LICENSOR shall not be responsible for any acts, omissions, illegality in respect of the conduct of the LICENSEE. The LICENSEE shall be solely responsible for any Police Case or any Offence committed in the Shop, and the LICENSOR shall not be responsible for any act done by the LICENSEE whatsoever. The LICENSEE agree & undertake to indemnify the LICENSOR against any loss/damage whatsoever caused to LICENSOR or to her Shop on account of any act misconduct or breach of terms & conditions by the LICENSEE, his Partner/s, any relative or Servant whomsoever.

30. All repairs to the said Shop shall be carried out during the period of License shall be done by the LICENSEE at their own cost and the LICENSOR shall not be responsible for the same.

31. The LICENSOR shall in no event be liable to the LICENSEE for any loss or damage to the goods or articles of the LICENSEE or for any pilferage in respect thereof. The Furniture, goods, Machines, Utensils, equipments, etc. of the LICENSEE shall remain in the premises solely at the risk and on account of the LICENSEE.

32. On the determination of this License either by efflux of time or its earlier determination, if the LICENSEE failed to vacate the premises, the LICENSOR shall be entitled to remove the belongings of the LICENSEE and keep them in safe custody at the place or Address of LICENSEE last know, & at the risk and account of the LICENSEE. The LICENSOR shall in no event be responsible for any loss or damages of any of the articles so removed and kept in safe custody as aforesaid.

33. It is further agreed that for any reach of terms & conditions set herein the LICENSEE are liable for eviction under the provisions of Public premises (Evication of Unauthorised Occupants) Act 1971 and rules made thereunder which is applicable to the premies of the LICENSOR without prejudice to the Arbitration clause above.

34. It is agreed that the Original Document of this Agreement shall always remain with the LICENSOR and a copy thereof duly signed by both the parties shall be retained by the LICENSEE.

` 35. In case of maturity of Agreement and/or Prior termination the LICENSEE shall bear all the cost of Cancellation/Termination Deed & its registration expenses. And that at the time of termination the LICENSEE shall vacate the premises and hand over the Key to the LICENSOR and accept the Cheque or Demand Draft of Security deposit deducting therefrom any License fees, Electricity Bill, maintenance charges dues, etc.

36. If any part of this Agreement is determined by a Court or Arbitral Tribunal to be invalid or unenforceable, the remaining part of this Agreement will not be affected, impaired or invalidated but will continue to bind the parties. The invalid or unenforceable part of this Agreement shall be treated as if it has been modified to comply with applicable law and the parties shall thereupon negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.

37. In all the above circumstances the Licensor shall approach the Court of law and all the expenses arising thereof shall be borne and paid by the Licensee to the Licensor. This Agreement shall always be subject to PIMPRI & PUNE JURISDICTION.

38. All the terms and words or phrases used in these presents shall have ordinary meaning consistent with the intention of the parties and no word, or phrase, or term shall have any meaning which appears to be inconsistent with the present Agreement.

39. That the present Agreement is registered in the Sub-Registrar’s Office, PUNE under the amended provisions of the Registration Act. And the appropriate Stamp duty & Registration Fees has been paid herewith in equal.

**IN WITNESSES WHEREOF** the parties hereto have executed this Agreement out of their sweet and free will & choice, without any coercion, fraud, or misrepresentation being practiced on them from any person/s whatsoever. The parties are in a sound disposing mind, in full senses without any pressure, force and without any influence of liquor. They have SIGNED AND ACKNOWLEDGED at PUNE, PUNE on the aforementioned date in presence of the Witnesses, the contents of this Agreement having read by the parties first and then explained by the Witnesses in the respective Vernacular Languages, and the parties herein purport to have understood the full meaning of the same.

**WITNESSES**

1) Sign. :

Name :

Add. :

**(MR. RAJENDRA A. JAGAP)**

**LICENSOR**

2) Sign. :

Name :

Add. :

(**MR. PAVAN LALWANI**)

**LICENSEE.**