

महाराष्ट्र MAHARASHTRA

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TREASURY OFFICE NASIK

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22 DEC 2021

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NOTARY	
NOTED & REGISTERED	
at Serial No. <u>95/2022</u>	
Date: <u>22 JAN / 2022</u>	
THIS DOCUMENT	
Contains	<u>6</u> Pages.

|| SHREE ||

:- LEAVE AND LICENCE AGREEMENT :-

This AGREEMENT is made and executed at Malegaon on this 01st the Day of January, 2022.



जाडम

दस्तावा प्रकार/अनुच्छेद क्रमांक :

दस्त नोंदणी करणार आहेत का ? :

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :

मिळकतीचे वर्णन :

मोबदला रक्कम :

मुद्रांक विकत घेणाऱ्याचे नाव :

दुसऱ्या पक्षकाऱ्याचे नाव

हस्ते अस्तव्वास त्याचे नाव व पता

मुद्रांक शुल्क रक्कम

मुद्रांक विक्री नोंद वही अनु.क्रमांक/दिनांक

RELIANCE JIO INFOCOMM LTD.
Adv. Priyanka Thakur

988233

मुद्रांक विकत घेणाऱ्याची सही

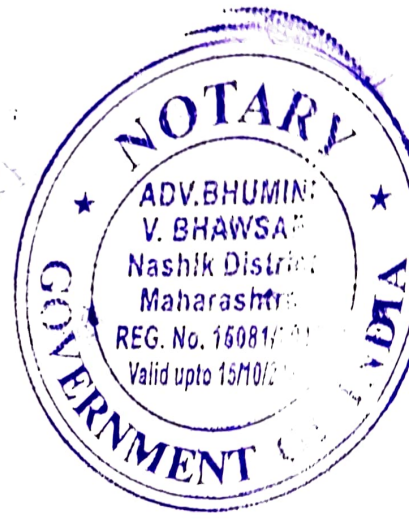
दि नाशिक डिस्ट्रीक्ट अॅडव्होकेट्स

मल्टीपरपज को-ऑप.सोसायटी लि.नाशिक.

इजि.न एन.एस.के./जी.एन.एल./११२/१९७८ नाशिक कोर्ट

मुद्रांक विक्रेत्याची सही

27 DEC 2021





|| SHREE ||

-: LEAVE AND LICENCE AGREEMENT :-

This AGREEMENT is made and executed at Malegaon on this 01st the Day of January, 2022.

BETWEEN: -

MR. AKSHAY ASHOK OSTWAL

Age: 31 Years, Occupation: Business

Pan No. ABIPO1667JAadhar No. 696718709195

MRS. NOOPUR AKSHAY OSTWAL

Age: 30 Years, Occupation: Business

Pan No. BZHPP9670AAadhar No. 5409 4817 9529

Residing at - S No. 1521/23, Old Agra Road, Near Upkar Theatre, Malegaon, Dist Nashik-423203 Mobile No.:- 9370066200E Mail Id - _____

(Hereinafter called as the '**Licensor**')

(Hereinafter referred to as the "THE FIRST PARTY" which expression shall deem to mean and include their heirs, executors, successors, administrators, and assigns) of the One Part.

AND

SS COMMUNICATION & SERVICES PVT.LTD.

A Private Limited Company, Having its Registered Office

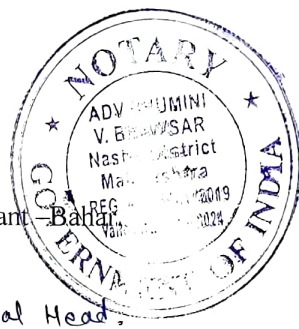
At. C.S. No.399/B, E Ward, Ratikamal Chambers, Opp. Basant - Bahar

Shahupuri, Assembly Road, Kolhapur - 416001.

Through its Authorized person **Mr. Keval Ahire**

Age: 39, Occu. - Service, Designation - Zonal Head.

R/O-.As Above



(Hereinafter called as the '**Licensee**')

(Hereinafter referred to as the "THE SECOND PARTY" The Second Party, shall unless repugnant to the context or meaning thereof shall mean and include Director, or present, future partners, heirs, representatives, administrators, executors, successors and assigns) of the Second Part.

WHEREAS

1) The Licensor is the sole and absolute owner of the Premises located at Shop No. 13, Panjarapol Shopping Center, Near Shivaji Maharaj Putala, Malegaon-423203 total saleable area admeasuring 441Sq. Ft. carpet area 441 Sq. Ft., along with the parking availed to this premises (herein after referred collectively to as "The said Premises")

2) The Licensee is in need of premises for its Business Purpose in Malegaon city. They learnt about the Licensor having a premises at the address mentioned in above para. The Licensee approached to the Licensor and requested them to give the said premises on Leave License basis. After due discussions between both the parties, the Licensor agreed to give the said premises to the Licensee on Leave License basis as per terms and conditions agreed between them as follows.

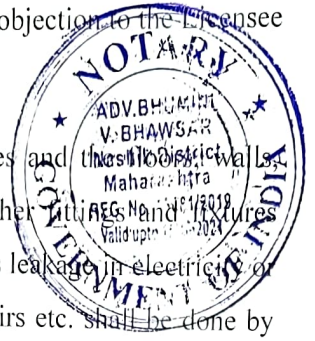
NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-



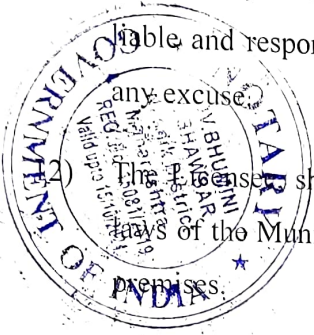
- 1) The Licensor hereby grant to the Licensee, license to use and occupy the licensed premises on Leave and License basis, for an initially 60 months commencing from 01/03/2022 to 28/02/2026 for the Sale of Electronic Equipments (i.e. TV & Mobiles ext.) in retail purpose. If both the Parties further desires to extend the period of license then separate agreement for license shall be executed between the parties on fresh terms and conditions by mutual discussion.
- 2) The Licensee shall use the said Licensed premises for Retail Sale of Electronic Equipments (i.e. TV, Mobiles, Accessories Etc.).
- 3) The Licensor shall be deemed to be in actual possession of the licensed premises and the Licensee will be in use of and in occupation of the licensed premises as a mere permissible occupant, i.e. Licensee, it is being the intention of the parties hereto that the exclusive possession of the Licensed premises shall vest with the Licensor alone. A 60 days rent free period from Date 01/01/2022 to 28/02/2022.
- 4) The Licensee shall pay to the Licensor a sum of Rs.40000/- (Rs. Rupees Forty Thousand Only) every month as License fee or consideration for use and occupation of the licensed premises. The payment of such License fee / consideration shall be made by the Licensee to the Licensor without any deduction of any or whatsoever (except deduction of TDS if applicable) on or before the 10th day of every next calendar month.
- 5) The licensee shall pay additionally to the license fee, all charges in respect of electricity, power consumed by the Licensee in the said premises as also the telephone bills, if any and other charges of and incidental to the use and occupation of the Licensed premises shall be paid by the Licensee to the concerned authorities directly. Building Maintenance and Municipal Corporation taxes (Property Tax &

other Taxes if any) will be borne by the Licensor completely, for the period of License.

- 6) The Licensee will transfer interest free refundable Security Deposit Rs.NIL/- to the Licensor in his Bank A/c. No. _____ (Bank Name & Branch - _) at the time of Lease Registration / Notarization to the Licensor. If the Leave & License Agreement would not be renewed by both parties, in that case the Licensor will refund this Security Deposit without delay or without any objection to the Licensee after the completion of License Tenure.
- 7) The Licensee shall keep the interior of the said premises and the walls, ceilings, doors, windows, electricity installations, and other fittings and fixtures thereof in good repairable condition. Major repairs such as leakage in electricity or water pipes, bursting of sanitary pipes and structural repairs etc. shall be done by the Licensor at his own cost. But the day-to-day repair such as fuses, leakage of water taps, repairs of latches of room or locks, etc. shall be done by the Licensee at their own cost.
- 8) The Licensee and / or any person on behalf of the Licensee shall not make or permit to be made any alternations or additions to the construction or arrangement (internal or external) of the said premises. It is specifically understood that on expiry of this Agreement or sooner termination as provided herein the Licensee shall at his own costs put the said premises in the same conditions as it has been given to the Licensee on the commencement of this Agreement to the Licensor. The Licensee shall be entitled to bring his own furniture, goods, etc. in the said premises which may be required for the Business purpose.
- 9) The Licensee, or any person on behalf of the licensee shall not do or permit to be done upon the said premises any act or thing which may be or may become a nuisance or annoyance to or in any way interfere with the quiet possession of the Licensor or the tenants or occupiers of the other portions of the building in which the premises is situated.
- 10) The parties hereto expressly agree and declare that neither tenancy rights nor any right, title or interest in the nature of tenancy or any other interest whatsoever in nature is hereby created or intended to be created by this Agreement in favor of the Licensee.



- 11) The parties hereto agree that the license hereby granted to use the licensed premises is granted to the licensee on personal basis and the Licensee shall not be entitled to transfer, assign, sub-let, under-let or grant any license in respect of or part with possession of the licensed premises or any part thereon and if licensee found guilty of any of such act then they will be penalize by charging double of the license fee, from its inception till the date on which such guilty found and also liable and responsible to vacate the premises immediately forthwith and without any excuse.



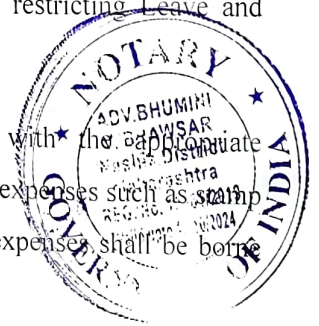
- 12) The Licensee shall observe, obey and perform all the terms and conditions/byelaws of the Municipal rules and regulations and laws, in respect of use of the said premises.
- 13) Upon the termination of the license hereby created or sooner termination thereof, the Licensee shall forthwith remove themselves together with their furniture, fixtures and belongings and shall hand over quiet and peaceful possession of the said premises to the Licenser and if the licensee continues to occupy the licensee premises after the termination and/or the termination of the License hereby granted. Then such continuation of the possession will be treated as unauthorized possession.
- 14) Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favor of the licensee or transferring any interest in the licensed premises in favor of a licensee.
- 15) The licenser or his authorized representative shall at all time have free and unobstructed access to the licensed premises.
- 16) For any reason the store/ shop entry roads or gutters or any other civil work starts or goes under construction for any development, repairs, maintenance in front of shop, Licensee will pay 25% of fees for the said duration(suffered Days). If the town/ area where the property is situated remains close for any reason, the Licensee will pay 25% of the fee. This is understood and agreed by the Licenser.
- 17) The parties hereto agree that if before the completion of the term of License under this Agreement, if the Licensee is desirous of terminating this Agreement, shall give in writing a notice of Two Month Notice in respect thereof and on the expiry of the said Two Month Notice this Agreement would automatically stand

terminated subject to the payments of all dues, arrears, bills, taxes etc. Upon such termination the Licensee shall vacate the licensed premises peacefully and without demur. The Security Deposit will be refunded immediately upon such termination by the Licensor to the Licensee. It is expressly agreed between the parties that only the Licensee shall be entitled to terminate this agreement at any time by giving Two Month Notice in writing.

- 18) Notwithstanding anything stated herein it is agreed between the parties hereto that the License granted hereby can be revoked by the Licensor during the term of this Agreement if any legislation / notification prohibiting or restricting Leave and License permission comes in force.
- 19) The Licensor shall Register/Notarize this agreement with the appropriate Registration Authority or Notary as per laws. All the costs, expenses such as stamp duty, Registration / Notary fees and other miscellaneous expenses shall be borne and paid equally by the Licensor and Licensee.
- 20) It is agreed between the parties that the Original of this License Agreement shall be retained by the Licensor and the Licensee shall keep with him a true copy of this Agreement.
- 21) It is agreed between the parties that any dispute arise in respect of this agreement then it shall be settled by referring to the arbitrator. The award of the arbitrator shall binding upon the both the parties.

SCHEDULE

All peace and parcel of the licensed Premises located at Shop No. 13, Panjarapol Shopping Center, Near Shivaji Maharaj Putala, Malegaon-423203 total Saleable area admeasuring 441 Sq. Ft. carpet area 441 Sq. Ft.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY, MONTHS AND YEAR HEREIN ABOVE WRITTEN.

1) Mr. Akshay Ashok Ostwal

Akshay

Mrs. Noopur Akshay Ostwal

Noopur

2) SS COMMUNICATION & SERVICVES PVT.LTD.

Through its Authorized person Mr. Keval Ahire
THE OTHER PART / LICENSEE

Keval



WITNESSES:

1) Signature:

Name:

Address:



2) Signature :

Name:

Address:



Bhumini
BHUMINI V. BHAWSAR
Advocate & Notary, Govt. of India
Office:- 11, Gajjar-B Apartment,
Shanki Park, Upnagar, Nashik - 4