

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF “LEAVE AND LICENSE” made on this day of February 2020 between **(1) Mr. Bharvad Lalabhai Ratnabhai**, Age : adult, hindu by religion,), Occupation:-Business, **(2) Mr. Bharvad Mayurbhai Ratnabhai**, Age : adult, hindu by religion,), Occupation:-Business, **(3) Mr. Bharvad Sandeep Ratnabhai**, Age : adult, hindu by religion,), Occupation:-Business (having their contact address at : 688, Moto Bharvad Vaas, New Vadaj, Ahmedabad, GUJARAT-. (hereinafter called the ‘LICENSORS’ which expression shall, unless excluded by or repugnant to the context include their heirs, successors, executors,

administrators, legal representatives and assignees) of the 'ONE PART' and **SEEMA ENTERPRICE(PAN : DEUPS 4856 B), a proprietorship firm through its proprietor Mr. Salman Surti,** Age about adult, hindu by religion, Occupation:- Business (having their contact address) at : 3685, Mota Banba, Kaji na Dhaba, Opposite New Muster Stn., Jamalpur, Ahmedbad, hereinafter called the 'LICENSEE' which expression shall, include their successors and assignees) of the 'OTHER PART'

THAT THE LICENSOR (1) **Mr. Bharvad Lalabhai Ratnabhai,** (2) **Mr. Bharvad Mayurbhai Ratnabhai,** (3) **Mr. Bharvad Sandeep Ratnabhai,** are the owner of the property situated at : **GF-12A, Westface, Zydus Hospital Road, Thaltej, Ahmedabad with total constructed area admeasuring sq. feet super built-up with undivided and undemarcated share land of the scheme known as "WESTFACE"** allows the 'LICENSEE' to use the said premises for commercial purpose only on temporary basis. Whereas it has been agreed that the Licensees shall have the use of the Licensed Premise upon the Terms and Conditions contained herein.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. LICENSE FEE:

That the Licensees shall pay to the Licensor of the premises the Licensee fees of Rs.10,000/- (Rupees Ten Thousand Rupees Only) payable by cheque /cash in advance to the Licensor on or between 1st to 5th day of each English calendar month as license fee or compensation in consideration for the grant of his license, for a period of 11 months & 29 days commencing from 1st February, 2020. Licensees have already paid to the

Licensor a one month's license fees of Rs 10,000/- by Cheque
No.....Drawn onBank, dated-.....

2. Deposit:

That the Licensees have paid to the Licensor a non interest bearing security deposit of Rs.31,000/-(Rupees Thirty One Thousands Only) by Cheque No.....Drawn onBank, dated-..... before taking the possession of the said premises. The same deposit will be refunded by the Licensor to the Licensees against vacating the premises and clearing all the out standing towards Electricity etc and other whichever applicable as per this Agreement and producing copies to the Licensor for payments made to the concerned authorities to the Licensor.

3. TERMINATION

It is agreed between the parties that during the period of 11 months & 29 days, either party may terminate the agreement with a one-month notice in writing to the other party. The tenant agrees to peacefully handover the premises in its original state upon termination of the agreement. If the Licensees fail to pay the license fees for two consecutive months, the agreement will be automatically canceled and the Licensee has to vacate the said premises.

4.. OTHER CHARGES:

a. ELECTRICITY

That THE Licensees shall pay the Electricity Charges separately this will be Exclusive of the License Fees.

b. SOCIETY /ASSOCIATION'S COMMON MAINTANANCE CHARGES:

That the Licensees shall pay the Society's/Association's Common maintenance chargers which will be exclusive of the License fees.

- c. That the Licensees shall pay the Local Authority taxes like Municipal Corporation Taxes that will be exclusive of the License fees.
- d. In addition to the payment of Lease Rent referred to hereinabove, the Licensees shall bear and pay the GST or any other levy in respect to the Said Premises. (if applicable)

5. LICENSE PERIOD

- a. That the Leave and License Agreement is granted for a period of 11 Months & 29 Days commencing from 01/02/2020 to 29/01/2021 and the License fees stands from that date. The Licensor has agreed to license the said premises for a tenure of 11 months & 29 days.

And

Proof of Proprietor / Authorize Person on company Letter had at the time of signing of this agreement or upon occupying the said premises whichever is early.

6. **INSURANCE**

The Licensees shall insure the structure and civil works of the said premises by of the said **licensed premises** against all risks at their costs.

The Licensees shall insure the equipments, their own furniture, fixtures & other items installed or kept within the said premises by the Licensees against all risks at its own cost. During the usage of licensed premises by the Licensees, if any kind of accident occurs then for any loss of human life or for any damages to the licensed property, the Licensees and her authorized persons will remain responsible.

7. That the Licensees shall not carry out any structural additions and changes to the building layout, fittings or fixtures without the written consent of the Licensor.
8. That the Licensees shall not keep any hazardous or inflammable items / goods etc. in the said premises which is prohibited by the Law.
9. That the Licensees shall not carry out any antisocial and/or illegal activity prohibited under the prevailing Act of Law.
10. That the Licensees shall not create any kind of nuisance / annoyance or hindrance in the said premises or its surrounding neighborhood and the society/Association's norms, rules and regulations will be binding to the Licensees and their occupant.
11. The Licensees shall not violate any government to statutory regulations .
12. That the Licensees shall permit the Licensor to enter upon the said premises for inspection and carry out repairs etc. as and when necessary at the reasonable hour with prior intimation.
13. That the Licensees shall bear the current day to day repairs and maintenance of the said premises, any maintenance to concealed electrical fittings will be borne by Licensee.
14. One month's notice from either Licensor or Licensees in writing will be sufficient to terminate this agreement and on such termination, the Licensee will handover the vacant and peaceful possession back to the Licensor.
15. That the Licensees shall not sub-license, assign or sublet any part or whole of the said premises to anybody during the License period.
16. It being the express intention of both the parties that this is purely a Leave and License agreement and nothing herein contained shall

constitute any tenancy or sub tenancy between the Licensor and the Licensees.

17. That the said premises is allowed to **SEEMA ENTERPRICE, a proprietorship firm through its proprietor Mr. Salman Surti**, for the commercial use only.
18. On the expiry (unless renewed) or sooner, by giving 1 month's Notice The Licensees will remove all their furniture and other articles and things brought in or up to the said premises and ensure to return the said premises to the Licensor in the same state and condition as they were on the date of this agreement (subject however to any improvement made with the consent of Licensor. The Reasonable Wear and tear expected). The walls of the said premises will have to be painted when the possession of the said property is vacated and handed over to the Licensor. The Licensor shall have to borne the expense of the painting of walls of the said premises at the time of handing over the possession to The Licensees.
19. That the Licensor will retain the original copy of this agreement and photocopy will be retained by Licensees.
20. That the Licensor hereby warrants to the Licensees that he/she is the member of the said Society / Association and is entitled to enter into and execute this Agreement. The Licensor further warrants that there are no outstanding payments or taxes required to be made to the Society / Association or to anybody or authority or any proceedings pending in connection with the ownership or otherwise of the said premises.
21. The Licensor shall deliver the said premises to the Licensees complete in all respects with Fan (s) Tube light (s), Electricity, Water Connection and clearing all the dues towards Society's/Association's

Maintenance charges, Electricity, Maintenance Charges, Telephone Bills (if applicable) and the Local Authority Taxes like Gram Panchayat Taxes / Municipal Corporation Taxes till The date of commencement of this agreement.

- 22.** That the Licensor shall also agree (s) that the Licensee paying the License fees hereby (reserve and performing the conditions herein contained) shall peacefully and quietly possess and enjoy the said premises during the currency of the Agreement without interruption or disturbance by the Licensor.
- 23.** The terms of this Agreement shall not be altered or added to nor shall anything be omitted from this Agreement except by means of an Agreement in writing duly signed by the parties hereto. The Licensees shall not be entitled to any further renewal for any other reasons whatsoever.
- 24.** If the Licensees fail to comply with any of the terms mentioned in this Agreement, Licensor shall have the right to terminate this agreement by giving one month's notice to the Licensees and the Licensees shall be liable to handover the vacant and peaceful possession back to the Licensor.
- 25.** Electricity Meter Service No. _____ and Meter Reading at the Date of Possession was _____.
- 26.** Licensees can not take any loan from Bank/Financial Institution on licensed premises.
- 27.** Licensor occupied rights of inside the said premises, wherein he shall have access only and only them when the Licensor has kept said premises open, said premises is closed when he goes outstation of Ahmedabad.

Note: Licensees must enclosed herewith agreement one copy of given below. One Passport Size Photo, Driving License, Election Card, Copy of Passport, Ration Card, Licensor should be information to the Police Station.

28. Heirs of Licensees can not entitled to get any right in the licensed premises after death/absence of Licensee.
29. That the Licensees hereby agreed to indemnify and keep indemnified the Licensor against any loss, damage (immediate, remote or consequential), action, claim, suit, proceedings, cost, charges and expenses arising out of any cause attributable to the Licensee of the said premises, or any breaches and / or violation of any of the terms and conditions contained here in to be observe and performed by the Licensee. In case of any dispute, all claims will be settled in the court of the Ahmedabad Jurisdiction.

IN WITNESS where of the Licensor and the Licensees have hereto set their in hands in the day and year first written above. From **Page No. 1 to 9** by this agreement.

THE LICENSOR

(1)Mr. Bharvad Lalabhai Ratnabhai

(2)Mr. Bharvad Mayurbhai Ratnabhai

(3)Mr. Bharvad Sandeep Ratnabhai

THE LICENSEE

**SEEMA ENTERPRICE, a proprietorship firm through its proprietor
Mr. Salman Surti**

Witness

(1) _____

(2) _____