LEAVE AND LICENSE AGREEMENT

This Leave and License Agreement made and executed on ----- Day of ----- 2024 at Pune.

BETWEEN

THE SLUM REHABILITATION AUTHORITY established for the Pune and Pimpri Chinchwad Area under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, having its Office at Slum Rehabilitation Authority Pune and Pimpri Chinchwad Area, 4th Floor, Kakade Biz Icon, Near E- Square, Ganeshkhind Road, Shivajinagar Pune-411016, represented through its Mr., Age-...., Designation – Tahasildar, (Taba) Authorized Representative HEREINAFTER REFERRED TO AS THE "LICENSOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include its successor, executors, administrators, representatives & assigns)

... PARTY OF FIRST PART.

AND

THE PUNE MUNICIPAL CORPORATION established under the provisions of Municipal Corporation Act, having its office at, Shivajinagar- Pune, represented through its Mr....., Age-, Designation – Authorized Representative HEREINAFTER REFERRED TO AS THE "LICENSEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include it's successor, executors, representatives, administrators & assigns)

... PARTY OF THE SECOND PART

WHEREAS, the licensor is the Authority which came to be appointed and established under Section 3A of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 having perpetual seal and succession for the areas of Pune and Pimpri Chinchwad vide Notification dated 30/06/2005 bearing no. ZOPOYA-2004/CR-2/3/Slum-I-1 issued by the Housing Department, Govt of Maharashtra thereby vesting the powers for effectual and speedy implementation of the Slum Rehabilitation Scheme.

AND WHEREAS, the Licensor is seized of or otherwise well sufficiently entitled thereto to the tenements no. ------ to ------, total number ------ having Carpet area of each tenements admeasuring about ------ in the building ------ situated at CTS No. 1045, 1046 -- ----- village ------ Tal- ----- Dist - ----- is the subject matter of this Agreement. The said tenements are more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said premises/tenements").

AND WHEREAS, the Licensee is constituted under the Municipal Corporation Act, 1965. Under the said Act, the Licensee undertakes various activities including inter-alia to provide transit accommodation to the project affected persons, to provide temporary/transit accommodation to its Employee during redevelopment of its employee's official residential accommodation along with some of the Allottes who are Project Affected Persons of the Corporation, and the licensee is in requirement of tenements for the same.

AND WHEREAS, the Licensee has approached the Licensor and requested to grant a License in respect of the said tenements for the aforesaid purpose including to provide temporary residential accommodations to its employees and allottees of Municipal Corporation.

AND WHEREAS, the Licensee is ready to abide by all the terms & conditions, direction/s, order/s etc. stipulated by the Licensor for occupation of said tenements from time to time and further indemnified the Licensor against all losses, damages etc. caused to the said premises/tenements during the License period.

AND WHEREAS, the Licensee can enter into further sub Leave and License Agreement with its employees/project affected person/s or allottees for actual usage of the said tenements on its behalf. In case of conflict in respect to the terms and conditions between this presents and the Sub Leave and License, then in such event the terms and conditions in the present Agreement shall prevail and same shall be binding upon all the concerned.

AND WHEREAS, the Licensor has agreed to grant a License in respect of the said premises/tenements to the Licensee for the period of ------ months, commencing from ------ to ------.

AND WHEREAS, the Licensor is in possession of the premises/tenements and the same are not occupied by anyone prior to this License and the Licensor shall not be involved in operationalizing the utilities.

AND WHEREAS, the License Fee towards each tenement as calculated by SRA is Rs.------- per month and it is proposed for 50 % reduction to the State Government, and pending the decision, it is agreed by the Licensee to pay half of the License Fee, which comes to Rs. ----------/- per tenement per month, further, the License Fee towards each tenement as calculated by the SRA is Rs.------ per month and it is agreed by the Licensee that the Licensee shall pay the License fee of 12 months to the Licensor in advance and thereafter, the Licensee shall pay the Quarterly License fee in advance on or before 10th day of the every quarter. Furthermore, it is agreed by and between the parties that Licensee shall pay 3 months License Fee as an by way of interest free Security Deposit. The basis of calculation of License Fee of each tenements, escalation of License Fee, interest on unpaid License Fee shall be as prescribed in the Circular issued by Licensor dated 12th December 2023 and subsequent modifications.

The parties hereto have further decided and mutually agreed to reduce the same in writing and Licensee has agreed to reduce the same in writing to do so on mutually agreed terms and conditions:

NOW THIS LEAVE AND LICENSE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. GRANT OF LICENSE AND LICENSE PERIOD:

- a) The Licensor hereby grants to the Licensee a License to use and occupy the said tenements for the purpose of temporary residential accommodations of its employee/project affected person/s for a period of ---- months from ------ or until specifically allowed till the completion of rehabilitation project, according to the terms of this Agreement, (hereinafter referred to as the "licensed period") for residential purposes only. (The said tenements are more particularly described in the Schedule I written hereunder)
- b) The licensee shall enter into separate arrangement i.e. Sub Leave and License agreement or suitable arrangement with its employee/s, project affected person/s, allottees for the period coterminous with License period.
- c) It is specifically agreed by the Licensee that by reason of its occupation of the said tenements as Licensee, in terms of this Agreement, no separate, distinct, legally enforceable right, such as right to claim tenancy, has emerged or shall emerge in favour of the Licensee in respect of the said tenements or any part thereof and in the event of any such right is found to be capable of devolving upon the Licensee in respect of the said tenements, the same shall be released, waived unconditionally, without any consideration, fiscal or otherwise, by the Licensee unto and in favour of the present Licensor, and / or its legal representative/s and the relationship between the Parties shall always be that of Licensor and Licensee.
- d) The Licensee shall be liable for the observance and compliance of all the legal and statute rules of the State, Central, or Local authorities/bodies and the Licensor shall not be held responsible at any time for any illegal and invalid activities run by the Licensee/ Licensee's employee in the said tenements as the Licensor has agreed to give the said premises on Leave and License basis to the Licensee on

the basis of the assurances given by the Licensee that it shall use the said tenements for all legal and valid residential purposes only.

e) The Licensee shall not allow any illegal occupancy on whatsoever grounds and the list of Sub-Licensee shall be submitted by it to the Licensor in advance. In case of observance of any such element, the Licensee shall effect the eviction of such unauthorized occupant immediately.

2. LICENSE FEE:

In consideration of the Licensor granting the License to the Licensee to use and occupy the said tenements, the Licensee shall pay the License fee of 12 months to the Licensor in advance. Thereafter the Licensee shall pay the Quarterly License fee in advance on or before 10th day of the every quarter, during the licensed period, plus the GST/Service Tax, if applicable, as mentioned herein below.

If any of the cheque/s issued by the Licensee are not honored, or the License Fee is not paid then, in that case, the Licensor shall be at liberty to recover the said amount from the Licensee, either by way of initiating necessary legal action, civil and/or criminal or otherwise, from the Licensee and in such case, the Licensor shall be entitled to recover the said amount/s along with the interest at the prevalent Prime Lending Rate of Reserve Bank Of India prevailing on the date on which the amount becomes due plus two per cent thereon per annum till its realization. The unpaid License Fee shall be recovered with compound interest quarterly.

Sr.	Tenement No.	Period	Escalation	License fee
No.				
1		to	2% rise every	Rs.
			year, after	/-
		(months)	completion of	+ G.S.T, if
			one year.	applicable.

All ancillary expenses along with the License fees etc., under this Leave and License Agreement shall be borne by the Licensee only. The License Fee shall be paid by cheque/online payment in the name of Licensor – Secretary, Slum Rehabilitation Authority, having its ______ Bank Saving Account No. ______. The amount of the License fee shall be paid after deducting TDS, if applicable, and the certificate to that effect shall be provided immediately to the Licensor by the Licensee.

The Licensee shall pay 50% License Fees i.e Rs. ------ against each tenement per month as mutually agreed upon in the meeting dated ------ till the State Government decides the issue. Further the Licensee shall abide by the directions given by the State Government in this matter and undertake to pay the balance amount, if any on such directions.

3. SECURITY DEPOSIT:

The Licensee has paid to the Licensor, for due observance and performance of the terms and conditions of this Agreement, a sum of Rs. ------/-(**Rupees** ------ only) through cheque bearing no. -----, dated ------- drawn on Bank ------- branch ------ /NEFT bearing transaction No. ------ dated------- by way of interest-free Security Deposit. The Security Deposit shall be refunded/returned by the Licensor to the Licensee against vacation of the said premises and after adjustment of pending dues, after remedied damages if any, or other claims payable by the Licensee in accordance with the terms of this Agreement. Further it is agreed by the Licensee that, if the Licensee fails to hand over the said premises in the same conditions as that of handed over to it, in such event, the requisite amount from the Security Deposit shall be deducted and the balance amount, if any, shall be refunded to the Licensee on determination of the License . If the extra amount above the security deposit is

required to remedy the damages caused to the said premises during the term of this License, the same shall be recovered from the Licensee.

4. ELECTRICITY CHARGES:

The Licensor has provided an electricity connection meter for the said tenements and after the execution of these presents, the Licensee shall pay the actual charge of electricity consumed by the Licensee during the tenure of this Agreement towards the electricity bill to MSEDCL. Any fine, late fees, charges etc. caused on part of the failure/negligence of the Licensee during the License period, the Licensee shall be liable to make the payment of the said amount. The Licensor shall not be liable to pay any dues not remitted by the Licensee. Electricity charges for the electricity consumed inside the tenement shall be primarily paid by the occupant, but, in case of the default, Licensee shall bear it.

5. TAXES:

All the Municipal statutory charges towards any taxes/duties/levies, if applicable during the tenure of this Agreement, in respect of the said licensed tenements shall be borne and paid by the Licensor.

6. MAINTENANCE AND REPAIRS:

a) The Licensor hereby confirms that there are common areas which including staircase, passage and open space appurtenant to the said building namely "------" Further Licensee shall be bound to maintain at its cost and expenses the said tenements and keep the common areas appurtenant thereto in good, clean, and hygienic conditions suitable for human inhabitation. The Licensor may at its discretion carry out the said required maintenance work and the Licensee shall be liable and bound to pay such expenses to the Licensor immediately on demand without any demur.

- b) That Licensor agrees that the Licensee can assemble the Furniture and carry out temporary modifications in the said tenements without affecting the RCC & civil works & structural elevation of the building with approval of Licensor.
- c) Maintenance charges towards common area and usage of common utilities along with Co-Operative Housing Societies charges shall be exclusively borne by the Licensee exclusively in addition to the License fees.
- d) The installation and upkeep of all the critical infrastructure in connection with the Building viz; lift, water supply, sanitation shall be ensured by Licensor. The Annual Maintenance Contract shall be executed between the Licensor and concern service provider agency and all the expenses including inter alia monthly bill/s, AMC charges etc. shall be paid by Licensee. Invoice/s on maintenance issues raised on behalf of SRA shall be borne and paid by the Licensee exclusively in addition to the License Fee. It is agreed upon that the Capital Expenditure pertaining to the demised premises shall be done by the Licensor and Revenue Expenditure shall be borne by the Licensee.
- e) If the Licensor engages any Service Provider agency in respect to the maintenance and upkeep of said premises then in such case the licensee shall reimburse of their charges to the Licensor.
- f) Further, it is specifically agreed by the licensee that, the licensee shall be liable and responsible for all the society related issues.
- g) In case of occupation of tenements in the same premises by another Licensee or unit holders, the expenditure shall be borne on pro-rata basis based on the number of units, allotted.

7. PROPER USE OF THE TENEMENTS:

The Licensee hereby agrees that it shall take all reasonable care of all fixtures, fittings, articles, and things in the said tenements and that it shall be responsible for any loss, or damage caused to the said tenements and common areas due to misuse of

the same and shall make good the loss. The Licensee shall keep the Interior structures of the said tenements in good condition. The said tenements have been applied with good quality distemper paint color from inside and therefore after the expiry of the License period or earlier termination of this Agreement, the Licensee shall apply the same paint color before handing over the possession and the cost of the same shall be solely borne by the Licensee. The Licensee shall hand over the said tenements to the Licensor exactly in the same condition in which it has taken over. After the expiry of the License period or earlier determination as the case may be, in good and habitable condition.

8. PURPOSE OF LICENSE :

It is agreed by the Licensee herein that the said tenements have been given to the Licensee only for the purpose of the Transit Camp Accommodation/Temporary Accommodation to the project affected person/s/to its employee/s whose official residential Accommodation is/are undertaken for redevelopment by the Licensee and the Licensee shall ensure that no other person/s occupy or enter into or encroach upon the said tenements. The Licensee shall hand over peaceful possession of the said tenements to the Licensor without any hindrance on the efflux of time or earlier determination as the case may be. It is further agreed that Licensee will neither carry any unlawful activity/business in the said tenements nor store any hazardous chemicals, or combustible articles in the said tenements. If any loss or damage is caused out of it, or if the licensee stores any unlawful substance in the said tenements, or in the event any third person/s or its employee encroaches in the said tenements it shall be the entire responsibility of the Licensee to remove/evict such encroachment and further the Licensee shall be entirely responsible for the legal consequences. The cost and expenses incurred for rectification/eviction of such encroachment shall be recoverable from the Licensee.

9. LEGAL POSSESSION TO REMAIN WITH THE LICENSOR:

The Licensor shall be deemed to be in judicial possession of the licensed premises and the exclusive possession has not been delivered to and shall not be delivered to the Licensee in respect of the said tenements/premises and is under control of the Licensor and the Licensee will be in use of and in occupation of the licensed premises as a mere Licensee.

Further, the Licensor shall have the right to enter into and inspect the said tenements through its authorized persons/agents by giving prior intimation one day in advance to the Licensee at reasonable hours. It is hereby further expressly agreed between the parties hereto that the Licensee shall not claim any right, title, or interest over the said tenements except as that of the Licensee. The Licensee shall indemnify and keep indemnified the Licensor for all actions, claims, litigation, damages, etc. from third parties for all reasons attributable to any performance and or non-performance on the part of the Licensee with respect to obligations as the Licensee of the said Licensed tenements/Premises.

10. TERMINATION:

- 1) The Licensor shall be entitled to terminate/revoke this Agreement, forthwith, without giving any prior notice, if;
 - a) The Licensee commits any breach of terms and conditions mentioned in this Agreement.
 - b) The Licensee uses the said premises for purposes other than the purpose/s mentioned above.
 - c) The Licensee carries on any illegal or invalid activities on the said tenements/Premises.
 - d) The Licensee causes any nuisance or annoyance to the residents/occupiers of the neighboring premises.

- e) The Licensee stores any hazardous goods in the said Premises and if the said Premises is not kept clean and in good condition.
- f) The Licensee has not paid the License Fee for three month.
- 2) The Licensor, upon giving not less than 30 days prior notice to the Licensee, shall be entitled to terminate the license, if the Licensee fails to pay the License fee/ on its due date, or any other charges to any appropriate authority/ies, on its due date.
- 3) 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 or notification prohibiting or restricting Leave and License permission comes in force.
- 4) It is hereby agreed between the parties that immediately on the termination of the License or on revocation thereof, the Licensee shall hand over to the Licensor vacant and peaceful possession of the said tenements without any delay, damage, demur, or hindrance. Further, it is agreed by the Licensee that if the Licensee fails to comply with such notice, and fails to hand over the vacant and peaceful possession, then in such an event, the possession of the Licensee in the said tenements /premises would be treated as that of a trespasser and the Licensee shall be liable to pay to the Licensor, a sum of Rs.500/- per day per tenements, for each such day of possession as a trespasser, in addition to the License Fee and further the Licensor being the Competent Authority under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 shall be entitled to remove/evict the Licensee or it's Sub-Licensee and it's belonging from the License premises under the provisions of said Slum Act or any other law for the time being in force.
- 5) On the expiry or sooner termination of the License as provided in this Agreement, the Licensee shall hand over vacant and peaceful possession of

the said tenements to the Licensor and the Licensor shall refund to the Licensee the Security Deposit, subject to dues and other deductions which including but not limited to dues for any License fees and other charges payable with respect to the said tenements and pending bills as specified in this Agreement.

11. FORCE MAJEURE:

Save and except as provided herein, neither the Licensor nor the Licensee shall be liable for any event or act which is outside or beyond their reasonable control, the conditions including without limitation, war, flood, earthquake, pandemic/ epidemic, lockdown, fire (not caused by any willful act or gross negligence of the Licensor or the Licensee or their servants or agents) tempest, lightning, rioting or by any other irresistible force, threatened or actual acquisition, demolition, requisition of the plot, building or the said tenements by the Government or any local body or Authority under any act or rule, the promulgation of any order, notification, etc. by the Government affecting the plot, the construction of the building or tenements which is not due to any act, commission or negligence on the part the parties (hereinafter referred to as "Force Majeure")

If the said tenements or any part thereof is affected, destroyed, or damaged by any force Majeure event so as to render the said tenements or any part thereof unfit for the purpose for which it was taken on License , then in such event the Licensee shall have the option to terminate/revoke this License by giving 30 days notice to the Licensor and upon handing over the said tenements to the Licensor and on payment of all the License fees and the Licensor shall refund of interest free security deposit to the Licensee after deduction of legitimate dues, if any without any delay within 30 days.

12. Other Covenants:

- a) The Licensor may transfer, or otherwise deal with the said tenements/property and permission of the Licensee is not required for any such transaction.
- b) The Licensor shall retain the original of these presents and the Agreement executed/registered pursuant to these presents and the Licensee will be provided, the Notarized photocopy of the original. However, the originals shall be produced and made available by the Licensor before any Authorities at the instance of the Licensee as and when required by the Licensee.
- c) The parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between the parties hereto regarding the subject matter hereto and no alterations, additions, or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the parties.
- d) It is specifically agreed between the parties that if any damage/s or losses are caused due to instances like natural disaster, fire, flood, earthquake, God's act, equipment malfunctioning etc. the Licensor shall not be responsible and liable for the same.
- e) It is specifically agreed and undertaken by the Licensee that the Licensee shall get all its belongings including furniture and equipment comprehensively insured and that if any damage/s / loss/es is caused to the same, the Licensor shall not be responsible and liable for the same.
- f) Before execution of this Agreement, the Licensee has personally inspected the said premises, as also the conveniences and amenities provided therein and has satisfied him/herself as regards the same being in neat, clean, serviceable, and good condition and the Licensee undertakes and agrees to maintain the said premises as also the conveniences and amenities provided therein in the same condition at the cost of the Licensee till delivery of possession of the said premises to the Licensor, either upon expiry of the License granted hereunder by efflux of time or upon its sooner determination.

- g) It is specifically agreed between the parties that if any damage/s or losses are caused due to like natural disaster, fire, flood, earthquake, God's act, equipment malfunctioning etc. the Licensor shall not be responsible and liable for the same.
- h) The Licensee shall not install any major fittings or fixtures without the prior written permission of the Licensor. The Licensee shall have no right to carry out any work of major structural repair/s or any addition/s or alteration/s in the said Premises. It is specifically agreed by and between the Parties that the Licensee, during the use of the said premises, if intends to carry out, make and effect upon the said premises any additions, fixtures and fit outs, alterations, renovations, or improvements to the existing structure of whatsoever nature, the prior permission of the Licensor shall be obtained in writing and in case the Licensee found to have done so, then without prejudice to and in addition to the right of the Licensor to terminate the present Agreement, the Licensor shall be entitled to recover all the expense/s incurred by them to remedy / repair all such things done by the Licensee.
- i) The Licensee or its Sub-Licensee shall not be entitled to mortgage the said premises for availing any financial assistance or otherwise, during the term of the License. The Licensee shall not create any type of charge, third party interest and / or encumbrance/s of whatsoever nature, upon the said premises, which may jeopardize, impair or otherwise prejudicially affect lawful and beneficial enjoyment of the licensed premises by the Licensor.
- j) The premises are offered on "As is where is" basis and the Licensee shall handover vacant and peaceful possession of the said premises on the same condition.
- k) The Licensee shall endeavor to curtail the stay of inhabitants in the transit camp for bare minimum period and plan to migrate them in the Location of permanent Rehabilitation at earliest.
- The Licensee shall be responsible for ensuring the basis amenities and making the condition habitable in all respects.

13. APPLICABILITY OF LAWS AND JURISDICTION:

This Agreement shall be governed under all applicable laws, rules, and notifications in force as of the date of this Agreement, more particularly under the Indian Contract Act, of 1882. This Agreement shall be governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of Courts in Pune only.

14. DISPUTE RESOLUTION :

I. Negotiation and Conciliation

- A. The parties shall endeavor to resolve all claims, disputes, questions or controversies involving the parties and arising out of or in connection with this Agreement, or the execution, interpretation, validity, performance, breach of termination hereof (collectively "Dispute(s)) through amicable negotiation and conciliation.
- B. Any and all disputes that cannot be finally resolved by the parties within fifteen (15) calendar days from the date of arising of a Dispute by amicable negotiation and conciliation, then any party shall be entitled to cause the Dispute(s) to be submitted for Arbitration.

II. ARBITRATION

If any dispute or difference of any kind whatsoever arise between the parties in connection with or arising out of this Agreement of any part thereof, such dispute or difference shall be referred to a sole Arbitrator to be appointed by the Licensor.

a) Only the CEO of Slum Rehabilitation Authority (SRA) or any officer of the SRA appointed by the CEO, SRA shall be the sole Arbitrator. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof shall apply to these Arbitration proceedings.

- b) The place of arbitration shall be SRA head office the Kakade Bizz Icon, 4th floor Ashoknagar, Shivajinagar, Pune – 411016. The arbitral procedure shall be conducted in English / Marathi language and the award or awards thereof shall be rendered in English / Marathi. The procedural law of the arbitration shall be Indian law.
- c) The award/decision of the Arbitrator shall be final, conclusive and binding upon all the Parties.
- d) The rights and obligations of the Parties under, or pursuant to, this Clause, including the Arbitration Agreement in this Clause, shall be governed by and be subject to Indian law, and the Agreement shall be subject to the exclusive jurisdiction of the courts at Pune.
- e) The fees of the Arbitrator shall be in accordance with the Arbitration and Conciliation Act, 1996. However, the expenses incurred by each party in connection to the preparation, and presentation shall be borne by the party itself. Arbitration awards shall be in writing and shall state the reasons for the award.
- **15.** All costs, charges, and expenses payable on or in respect of these presents and on all other Instruments and Agreements to be executed pursuant to these presents shall be borne by the Licensee, which including but not limited to stamp duty and registration charges on this Agreement.

16. NOT TO DEMISE -

That the Licensee shall solely have the right to use and occupy the said premises and this Agreement shall not confer any rights in form of Lease and same shall not be construed as Lease of the property.

17. NOTICE

Any notice intended to be given by any party hereto to the other shall be deemed to be given properly and validly only if it is sent by Registered Post/ Speed Post to the LICENSOR and the LICENSEE at the above mentioned address.

"SCHEDULE – RENTAL PREMISES AND THE RENTAL TENEMENTS "

All that piece and parcel of ------ tenements in the building ------ situated at CTS No. ------ village ----- Tal- ----- Dist - -----within the limit of Pune Municipal Corporation and Registration District of Pune. Details of the premises rented is as below;

- 1. No. of tenements -
- 2. Size of each tenement –
- 3. Floors –
- 4. Rent per tenement per month -

IN WITNESS WHEREOF the parties hereto have signed on this Agreement on the day and year first hereinabove written.

Signed, sealed and delivered byThumbPhotothe within named The LicensorThe Slum Rehabilitation Authority,Pune through its authorized representative

Mr._____

LICENSOR

Signed, sealed and delivered by	
the within named The Licensee	
Pune Municipal Corporation	
through its Authorized Representative	•

Thumb Photo

Mr._____

(LICENSEE)

In the presence of the Witnesses:

1.	Signature:	
	Name:	
	Address:	
2.	Signature:	
	Name:	
	Address:	