

T/1023

Agreement of Leave and License
Pune Mahanagar Parivahan Mahamandal Ltd.
&
E.S.I. Corporation, SRO, Pune
FOR
BRANCH OFFICE PUNE PREMISES
FOR THE PERIOD 4th February 2021 to 3rd February 2026

LEAVE AND LICENSE

This INDENTURE made on the ⁹17th day of MAY, 2022.....

BETWEEN

Pune Mahanagar Parivahan Mahamandal Ltd., having its registered office at Shankar Sheth Road, Swargate, Pune-411042, a company established under the Companies Act 1956, and represented through its Chairman & Managing Director Dnyanoba D. Jadhav (Land & Estate Dept.) who is authorised signatory and hereinafter called the '**LESSOR**' (Which expression shall, where the context so admits, include their heirs and legal representative and assigns)

OF THE ONE PART

The '**EMPLOYEES' STATE INSURANCE CORPORATION**' Corporate created by the **Employees' State Insurance Act 1948 (Act XXIV of 1948)** and having its Headquarters at New Delhi, hereinafter called the '**LESSEE**', and having its Branch Office at Pune represented through Shri. Hemant Kumar Pandey, Deputy Director (I/c), E.S.I.C., S.R.O. Pune (Which expression shall, where the context so admits, include their heirs and legal representative and assigns)

OF THE OTHER PART.

WITNESSETH AS FOLLOWS:

In consideration of the Rent hereafter reserved and of the covenants and agreements by the Lessee hereafter contained.

1. The Lessor do hereby demises to Lease the premises known as PMPML Commercial Building, Bldg. No.1 on Mezenine Floor, nearly admeasuring 1813 sq.ft. together with all the building and connections, fixtures and fittings standing and being thereon constructed on C.T.S No- 488+489+490, Ghorpadi Peth, Swargate, Pune-411002. together with all the building and connections, fixtures and fittings standing and being thereon.
2. To hold the said premises upto the Lessee for a period of 5 years from the **04th day of February 2021 i.e. 04/02/2021 at a monthly Rent of Rs. 96,613/- (Rupees Ninety Six Thousand Six Hundred Thirteen Only)** for the period from **04/02/2021 to 03/02/2024** and Rs. **1,08,207/- (Rupees One Lakh Eight Thousand Two Hundred Seven Only)** for the period from **04/02/2024 to 03/02/2026** for each English calendar month (Which amount shall all Government/ Municipal Taxes, all of which shall be payable by the Lessee directly to the concerned authority) and rent to be paid on or before the **10th day** of the month following.
3. The LESSOR hereby covenants with the LESSEE that LESSOR will at his own expenses keep the inside and outside premises of the lease premises, wind and water tight and good and tenable repair and condition and in particular white or color wash, every 03 years as far as possible. The Lessee with at all times keep the electric light and fitting installed in the said premises in good and serviceable order and also lessee shall maintain the lease premises in good condition with the day to day maintenance at his own costs.
4. If the Lessee desirous to renew Lease of the said premises after the expiration of the term hereby granted and on such its desire, shall deliver to the Lessor or leave for him or send by registered post to him at his last known place of abode or business, notice in writing not less than three months before the expiration of the term hereby granted. If

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the lessor consented the extension at his discretion the lease rent shall be finalized by the City Engineer, PMC Pune for the extended period and for the extended period the revised rent shall be binding on the lessee.

5. The Lease of the said premises shall be renewed for further term of three years to commence from and after expiration of the term hereby granted at such rent as may be agreed as per the clause no.04.

6. The Lessee hereby covenants with the Lessor that he will pay the rent hereby revised at the time and in the manner aforesaid and shall at the time during the terms hereby created and renewal thereof. The lessee after completion of lease period if no extension is approved as mentioned in clause no.04 above shall hand over the possession of the premises in the same condition as they were at the commencement of these presents fair wear and tear and damage by fire or other causes beyond the control of lessee accepted.

7. The Lessee shall be released from paying any rent in respect of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and / or other causes not within the control of the lessee and in such cases the rent payable hereunder shall be accordingly apportioned or at his option, the Lessee shall have power to terminate these presents forthwith without prejudice to his right to remove works, fittings, fixture and machinery thereof.

8. The Lessee shall Only be allowed to use the lease premises as an office during the tenure of this agreement. The Lessee shall not sublet the said premises for whatsoever reason failing to do so may result in termination of the lease.

9. The Lessee shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or for any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the lessor shall make no claim in respect thereof.

10. The Lessor agrees with the Lessee that the latter paying the rent hereby reserved and observing and performing the conditions and stipulations herein contained on the Lessee's part to be observed and performed shall peacefully hold and enjoy the said premises during the said term and any mutual renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by / through or under him.

11. It is further provided that, the Lessee shall be entitled to terminate the Lease at any time by giving to the Lessor three month prior notice in writing of its intention to do so and vice-versa.

12. If no payment of rent received for continuous period of three months, the Agreement shall be liable to be terminated by lessor with 07 days written notice to lessee.

13. The Lessee in addition to the rent shall be liable to compensate for damage, if any to the property due to his fault during the period of agreement. The amount of damages shall be determined by the lessor.

14. In case of termination by lessor because of breach of any of the condition of the agreement, the lessee shall give possession of property within the period of 07 days from the date of termination notice.

15. Any notice to be made or given to the Lessee under these presents of in connection with the said premises shall be considered as duly given if sent by Lessor through the post by registered letter addressed to the Lessee and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the lessor at his last known address. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

16. Should any dispute to difference arise concerning the subject matter of these

present of interpretation of any covenant clause of thing herein contained or otherwise arising out of his Lease agreement, the same shall be referred for arbitration, as per the provisions of Arbitration and Conciliation Act, 1996. The right to appointment sole Arbitration shall lie with Chairman and Managing Director, of PMPML and the decision on the disputed matter shall be final and binding on the Lessor and Lessee. 4/02/20

17. Any dispute will be subject to Pune Jurisdiction only.
18. All the necessary legal compliance of stamp fee, registration etc. will be borne by the Lessee including expertise.
19. TDS may deducted as per GST and Income Tax Act, if applicable.
20. No enhancement in the license fee shall be given during the continuance of license period 04/02/2021 to 03/02/2026.

IN WITNESS whereof these parents have been executed by the landlord Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Ltd. from-----

SIGNED BY THE ABOVE NAMED :-----



Dnyanoba D. Jadhav
Dnyanoba D. Jadhav
(Land & Estate Dept.)

PUNE MAHANAGAR PARIVAHAN MAHAMANDAL


Ltd.

LESSOR



Hemant Kumar Pandey
(Hemant Kumar Pandey)
Deputy Director (I/c)
LESSEE

In the presence of : 1. Shri. Deshmukh Sagar Dejalas
Flat No. 5, Surashi Apartment, Bibweadi Pune - 37.

2. BIPIN KUMAR 
BEC STAFF QTR'S COLY, PANCHDEEP COLONY, BIBWEADI
PUNE - 411037.

1. _____

2. _____

SIGNED AND SEALED FOR AND on behalf of Pune Mahanagar Parivahan Mahamandal Limited.

