

LEASE DEED

THIS DEED Of LEASE is made at Chandigarh on this ____ day of _____, 20__ between:

(herein referred to as "LESSOR" which term shall where the context so admits include their assignees, executors, successors, legal representatives and administrators on One part.

AND

Punjab Agro Juices Limited (PAJL), through its _____, having its registered office at Plot No.2-A, Sector 28-A, Madhya Marg, Chandigarh (Herein referred to as "LESSEE" which term shall where the context so admits include their assignees, executors, successors, legal representatives and administrators) on the other part.

WHEREAS the Lessee is interested in occupying an area admeasuring 10' x 10' approximately at _____ at the monthly license fee of _____ for selling fruit juices, drink, concentrates, frozen foods, ready to eat/food and other products from the Lessor.

AND WHEREAS the Lessor has agreed to lease of area admeasuring 10' x 10' approximately at _____ at the monthly license fee of _____ for selling fruit juices, drinks, concentrates, frozen foods, ready to eat/food and other products (hereinafter referred to as the premises).

WHEREAS Lessor and Lessee agrees to enter into an agreement on the following terms and conditions:

1. That that Lease money shall be _____ per month plus House Tax as applicable. The Service Tax, Vat, etc and all other applicable taxes which may be charged/imposed by the State and Central Government from time to time shall be paid by the Lessee or by the vendor concerned. The Water & electricity charges will be extra, as applicable.
2. That the Lease Deed shall be valid for 11 months, subject to renewal after 11 months. All the Fees, Taxes, Charges, etc. as mentioned above shall be paid in advance by 5th day of each month. In case of any increase in the Fee by the Government, the Lessee or his Vendor shall pay the same.
3. That In addition to the payment of above Lease money and other applicable charges, the Lessee or his servants or his Vendor(s) shall be required to deposit a refundable Security Amount, equivalent to 3 months Lease money and other fixed charges, at the time of taking possession of the Juice-cum-Snack Bar site, which amount together shall be refunded to the Lessee or to the particular Vendor who has paid the Security Amount, at the time of termination of "Lease Deed" or upon the termination of "Vendors Agreement" between the Lessee and the Vendor.
4. That the Lessor shall have the right to recover advance monthly payments directly from the Vendor, as appointed by Lessee- PAJL. In case of any delay/default in the monthly payments on the part of the Vendor of the Lease money and

other fixed Dues to the Lessor- authority; the Lessor Authority shall issue a 15 days Notice to the Vendor to clear all the outstanding Dues if any, with a copy of such Notice to Lessee-PAJL. In case the outstanding dues are still not cleared by the Vendor, the Lessor shall have a right to terminate the present lease deed and further to remove the Juice Bar Kiosk of the Vendor from the site and adjust the all the outstanding Dues from the Security Amount lying deposited with Lessor/Authority in accordance with Law. The balance amount, after the adjustment of outstanding dues from the Security Amount, shall be refunded to the Vendor directly. In case of any outstanding amount towards the Lessor, even after the adjustment of the Security Amount, the Vendor shall be liable for recoveries as per law.

5. That In case of default on the part of the Lessee-PAJL (i.e. in the absence of any appointed "Vendor") in the payment of the Lease money and other fixed Dues to the Lessor/authority for a period of 2 months consecutively, this Lease deed would be deemed to have been cancelled and the concerned authority shall reserve its right to remove the Juice Bar Kiosk in accordance with Law, only after serving a 15 days" Registered Notice to the Head Office of the Lessee- PAJL
6. That In case of default as mentioned in Clause 3 & 4 above and the subsequent action taken by the Lessor Authority of removing Juice bar Kiosk and adjustment of all the outstanding dues from the Security Amount, the details of the

said action taken against the Vendor shall be intimated by the Lessor Authority to the Lessee-PAJL

7. That since the Lessor-authority would be directly recovering the monthly lease money and other applicable charges, Security amount, etc. Lessor also reserves its right to take appropriate action against the Vendor directly in case of delay/default in payments, in that eventuality the Lessee-PAJL shall not be liable for any recoveries towards any such outstanding dues on the part of the Vendor, and shall be absolved from any proceedings. However, in case there is no "Vendor Agreement", then the Lessee shall be liable.
8. That the water will be provided from the convenient point with the approval of Public Health Department. Meanwhile temporary arrangement will be made from the point of drinking water located near the selection space.
9. That the Lessee shall not make any excavation in the accommodation.
10. That the Lessee shall keep the accommodation in good and substantial order and get it repaired at his own cost during the said term.
11. That the Lessee shall allow the Lessor and his agents at all reasonable times during the said term to enter upon to inspect the condition thereof and make good all defects in it

immediately whether the same shall have been caused by any act or default of the licensee or not.

12. That the Lessee shall not transfer or sublet the Lease or otherwise part with his possession or interest in the accommodation or any part thereof. However, it can run the Juice Bar Activity through its vendors.
13. That the Lessee shall display the list of all articles and its rates permitted to sell.
14. That the Lessee shall give special attention to cleanliness and the articles he will be dealing in for public consumption, which shall be as per the prescribed standards.
15. That the Lessee will neither himself use nor permit others to use or store any intoxicant in the accommodation licensed to him.
16. That the Lessor has the powers to cancel the Lease only after serving two months notice to the Lessee if any serious complaint is received against the conduct and behaviors of the Lessee or his servant/ his vendors.
17. That the Lessee shall neither use nor permit others to use the accommodation licensed out to him for publicity purpose in any shape or form.
18. That the Lessee shall not encroach upon the rights of the other licensees/agents/tenants running their business in the area.

19. That the Lessee shall not use firewood or smoke creating fuel for preparation or maintenance of the articles he will be dealing in.
20. That the expenses of preparation and execution of this agreement for license and its counterpart shall be borne by the Lessee/vender.
21. That the Lessee shall maintain the cleanliness of one of the bathrooms allotted to him at his own cost. In case of any violation, the Lessor shall have the right to impose penalty and the Lessee shall be liable to pay the same. The penalty shall be Rs.____/-per day as minimum to Rs.____/-per day as maximum.
22. That in case of dispute between the Lessor and the Lessee, the case shall be referred to the sole Arbitrator i.e Chairman PAJL or any person appointed by him and the dispute shall be adjudicated upon as per the provisions of the Arbitration and Conciliation Act, 1996. The award passed by the sole Arbitration as per the provisions of the Act shall be final and binding upon the parties.
23. That the present Lease Deed shall remain enforced with effect from _____ **to** _____

In witness thereof, the parties above named have executed this Agreement on the date and day mentioned above in presence of Witnesses.

Place: Chandigarh

Date: _____

LESSOR

LESSEE

Shri _____

Shri _____

Designation: _____

Designation:

LESSOR

LESSEE

Witness:

1) Name & Address

2) Name & Address