

**Draft DEED OF AGREEMENT**

**For CL (L -8) Vends**

This agreement is made at Delhi on ..... between .....**R/o** ..... wherein after referred to as the First Party of the first part (which expression shall include all the successors representative and assigns wherever the context so permitted and Delhi Tourism & Transportation Development Corporation Ltd. (A Govt. Undertaking under companies Act having its Registered office at 18 – A, DDA SCO Complex, Defence Colony, New Delhi 110024, through its ..... hereinafter called the Second Party of the second part (which expression shall include all the successors in office assign and representatives wherever the context so permits.)

WHEREAS the first party is in the exclusive legal occupation or owner of premises bearing Shop No. **(Give description of Property)** -----

AND WHEREAS the first party has allowed the second party for running the liquor wine shop in full exclusive of terrace and roof of premises bearing No. .... **w.e.f.** ..... **Of the terms and conditions as set out hereunder: -**

NOW THIS AGREEMENT WITNESS AS UNDER :

1. That the First Party has granted permission to the second party for use of premises comprising full of the said Shop No. .... Delhi. The second party shall use the premises for sale of country liquor, cheaper **IMFL and Beer under L-8 (old L –10) and L-14 License (Old Special L – 2) License** on charges for the use and occupation of the premises for selling liquor in accordance with the Excise rules and regulations of Delhi Administration on the grant of permit for country liquor, cheaper IMFL and Beer brands.
2. That the permission to use and occupy the premises aforesaid has been granted by the first party to the second party for the period of **three years** effective from ..... to ..... This period shall be extended for **further two years** on mutual agreed terms and conditions, in case the **L -8 (old L –10) and L-14 License (Old Special L – 2) is granted to the second party.**
3. That the first party has agreed to hand over the said premises on payment of charges for the use and occupation by the second party as rent compensation of **Rs..... (Rupees..... only) per month or 12.5% of the Gross Profit on the sale of liquor, whichever is higher,** for the said premises / shop. The charges for use and occupation of the premises / shop will be paid by the second party on the expiry of each month by the 15<sup>th</sup> day of each subsequent English Calendar month.
4. That the maintenance of the premises / shops in question shall be the responsibility of the first party. **THE SECOND PARTY** shall pay electricity and water charges as per consumption basis. The charges for the use of telephone shall be payable by the second party to the first party towards call charges etc. , for the period of this Agreement.
5. That all the Municipal Taxes payable in accordance with any state of Law or imposed by local authority shall be paid by the first party in respect of the said premises / shops.
6. That the first party has to provide the aforesaid premises as per the desire of the second party. **THE EXPENSES** for alteration and fixtures (such as Sales Counter, electricity point, grills, door cabins etc., and other Misc. items has to be borne by the first party.
7. That the second party has liberty to have its expenses such as fixtures and alteration, chamber, racks, partition etc. as it maybe desired for the use of premises as shop after occupying premises. The first party shall keep the entire tenanted premises /shops in good and inhabitable condition from their own expenses once in a year.
8. That it is specifically agreed between the parties that the second party shall not claim any right of tenancy in the said premises /shops of the first party.
9. That the legal possession of the premises shall be of the first party. However, the first party hereby guarantees free access to the employees, agents, representatives of the second party and its

- customers in the premises in question. THE FIRST PARTY SHALL have no right, control, supervision or interference to the business activities of the second party in this regard.
- 10 That the First Party further ensures the proper supply and availability of electricity, water and sanitation facility without any hindrance on interference of the First Party till the second party is in the property mentioned herein above.
- 11 That the breach of condition in this Agreement on the part of the First Party or the Second Party shall result in revocation / termination of this Agreement. THE SECOND PARTY shall hand over the vacant and peaceful possession of the premises in question back to the first party on the expiry of this Agreement or in case of breach of any condition herein. The second party shall hand over the premises to the first Party in the condition as it will be and second party will not be liable to pay any dues for renovation, if any.
- 12 That the first party further ensures that the premises are in conformity with the provisions of Delhi Excise Act, Rules and Regulations of MCD, NDMC and DDA Building Bye – laws.
- 13 That this agreement can be terminated by either party by giving one month's notice in writing to another party. In case of notice from the First Party, the Second Party will abandon its activities and remove the stock only after clearance of concerned authorities.
- 14 That in case the **L-8 License (old L –10) and L-14 License (Old Special L – 2)** for running the Country Liquor Vend in the aforesaid premises is terminated by the Excise Deptt, Delhi Administration, the agreement between the first party and second party shall automatically be terminated.
- 15 That in case the Second Party fails to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, unforeseen / natural calamity, non-political event, fires, floods, acts of God governmental restrictions, power failures, the Second Party shall not be deemed a breach of this Agreement and shall not be liable to pay any rent compensation / damages for the period it fails to perform its part as per the Agreement.
- 16 That if any dispute of difference arises between the parties here or there representatives or in regard to any other matter under these presents, save as to any matter the decision thereof is herein before expressly provided for, the same shall be referred to Sole-Arbitrator of the **Managing Director & CEO**, Delhi Tourism & Transport Dev. Corporation and if he is unable or unwilling to act to the sole Arbitration of some other persons appointed by him. It will be no objection to any such appointment that the person appointed is / was an employee of the Corporation or that he has to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation, he has expressed views on all or any of the matter in dispute or difference.

THE REFERENCE to the Arbitration shall be deemed to be a submission within the meaning of the Arbitration Act 1996 or any statutory modification or re-enhancement thereof, and the rules made there under for the time being in force shall apply to such reference and this deed shall be deemed to be submission to such Arbitration. THE DECISION or such arbitrator shall be final and binding upon both the parties.

IN WITNESSES WHEREOF the parties above named have signed this agreement on the day, month and year first above written.

FIRST PARTY

SECOND PARTY

**Witnesses:**

- 1.
- 2.