

## Conducting agreement Mumbai Conducting Agreement

CONDUCTING AGREEMENT THIS AGREEMENT OF CONDUCTING is made and entered into at \_\_\_\_\_ on this day of \_\_\_\_\_, 200\_\_

BETWEEN \_\_\_\_\_, Age: \_\_\_\_ Years, Occupation: \_\_\_\_\_ an Indian inhabitant, \_\_\_\_\_ having \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_,

hereinafter referred to as "Owner" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her heirs executors, administrators and assigns) of the ONE PART

AND

\_\_\_\_\_ Age: \_\_\_\_ Years, Occupation: \_\_\_\_\_ an Indian inhabitant, \_\_\_\_\_ having \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_,

\_\_\_\_\_ hereinafter referred to as "the Conductor" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her heirs executors, administrators and assigns) of the OTHER PART.

**WHEREAS** the owner is a tenant/owner in respect of \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. ft. and has been carrying on business of \_\_\_\_\_ in the name and style of \_\_\_\_\_ since \_\_\_\_\_ years from the said premises

**AND WHEREAS** the conductor desire of conducting the said business and the Owner is desirous of giving his business on conducting basis

**AND WHEREAS** the parties hereto are desirous of recording the terms and conditions to avoid any future disputes.

### NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 1) The Owner has agreed to allow the Conductor to conduct his \_\_\_\_\_ business being carried on from the said business premises viz. \_\_\_\_\_ (address of business premises) \_\_\_\_\_ and the Conductor has agreed to conduct the Owner's said \_\_\_\_\_ business being carried on from the said business premises on the terms and conditions recorded hereunder.
- 2) This Agreement is commencing from \_\_\_\_\_ and will be for a period of \_\_\_\_\_ months/years.
- 3) The Conductor shall pay to the owner Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month towards royalty and such monthly royalty payment shall be made by the Conductor to the Owner on or before \_\_\_\_\_ of every months in advance i.e. for the month of \_\_\_\_\_, the Conductor shall pay the royalty of Rs. \_\_\_\_\_/- on or before \_\_\_\_\_.
- 4) The Conductor is allowed to conduct the business of Owner's \_\_\_\_\_ business from the said business premises.
- 5) The Shop and Establishment Licence in respect of the said Shop premises stands in the name of the Owner and the Conductor shall renew the same from time to time the said Shop and Establishment Licence and during the currency of this Agreement may add his name in the said Licence as Conductor of the said business.
- 6) The Owner shall apply for additional permits or licenses that may be required for efficiently running the said \_\_\_\_\_ business but the cost of such licenses/permits shall be borne by the Conductor during the currency of this Agreement.
- 7) It is expressly made known to the Conductor that the Conductor is given only permission to conduct the said \_\_\_\_\_ business and the use and occupation of the said business premises is incidental to the said conducting and no tenancy, sub-tenancy or leave and licence or any other right, title or interest in respect of the said business premises are created in favour of the Conductor.

- 8) The Conductor shall not do any act, deed or thing that may adversely affect the tenancy right of the Owner in respect of the said business premises.
- 9) The Owner alone shall pay the monthly rent and permitted increases or any other charges in respect of the said business premises to his Landlord.
- 10) The Conductor shall pay an interest free Security Deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Owner to secure and ensure the observance of the terms of this Agreement by the Conductor.
- 11) The Owner shall refund the said interest free Security Deposit of Rs. \_\_\_\_\_/- to the Conductor on expiry of the period of this Agreement or its earlier determination/termination, after adjusting any dues from the Conductor contemplated under this Agreement.
- 12) The Conductor shall not carry out any additions, alterations of permanent nature in the said business premises. However, as desired by the Conductor, the Owner shall carry out the decayed flooring and plastering and necessary renovation in the said business premises at the cost of the Conductor for efficient conducting of the said business.
- 13) The Owner has provided furniture and machinery in the said business premises as per Schedule hereunder, which the Conductor shall maintain in good condition and return the same in good condition at the expiry of the period of this agreement or its earlier determination/termination to the Owner, normal wear and tear excepted.
- 14) The Conductor is allowed to bring his own additional furniture and machinery to conduct the said tailoring business more efficiently and profitably and he will be allowed to take back such additional furniture and machinery that may be brought at the expiry of this Agreement or its sooner determination/termination.
- 15) The Conductor shall not cause any damage to the business premises and in case of any damage to the suit premises, the Conductor shall restore the business premises to its normal condition. In case, the Conductor fails to do so, the Owner shall be entitled to get the damaged portion of the business premises repaired at the cost of the Conductor.
- 16) The Owner has provided a telephone connection bearing telephone No. \_\_\_\_\_ and also electric supply in the said business premises and during the currency of this Agreement the Conductor shall pay the telephone and electric bills in respect of the said business premises within due dates of such bills and xerox copy of such paid bills shall be handed over to the Owner for his records.
- 17) The Conductor shall immediately hand over any letters, notices, summonses and/or any communication address to the Owner during the currency of this Agreement to enable the Owner to deal with such communication promptly.
- 18) The Conductor shall not cause any nuisance or annoyance to the neighbouring occupants of the said business premises and shall not do anything to jeopardise the tenancy right and the business interest of the Owner.
- 19) The Conductor shall be responsible for maintaining his Accounts in respect of the said business during the currency of this Agreement and shall pay the salary/wages of his employees/workmen and shall also pay the taxes due and payable by him for conducting the said business during the currency of this Agreement.
- 20) The Owner shall be entitled terminate/determine this Agreement, if the Conductor commits any breaches of the terms of this Agreement and before doing so, the Owner shall leave one month's notice to the Conductor to set right the breaches.

**IN WITNESS WHEREOF** the parties hereto have set and subscribe their respective hands to this writing on the day and year hereinabove mentioned. SIGNED AND DELIVERED )

By the withinnamed "OWNER" )

\_\_\_\_\_ )

the party of the First Part )

in the presence of )

- 1)
- 2)

SIGNED AND DELIVERED )

By the withinnamed "CONDUCTOR" )  
\_\_\_\_\_ )

the party of the Second Part )

in the presence of )

- 1)
- 2)

**SCHEDULE**

Furniture and Machinery and fittings provided in the business premises.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

**RECEIPT**

Received of and from the Conductor the sum ) of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_  
) \_\_\_\_\_ only) ) being the interest free security deposit )  
mentioned in clauses No.\_\_\_\_ and \_\_\_\_\_ ) above by Cheque No.\_\_\_\_\_ dated )  
\_\_\_\_\_ drawn on \_\_\_\_\_ ) \_\_\_\_\_, \_\_\_\_\_ )  
Branch/Cash/Demand Draft ) Rs.\_\_\_\_\_

I say Received  
The Owner.

Witnesses :

- 1.
- 2.