

THIS CONDUCTING AGREEMENT is entered into at Mumbai this _____ day
of _____, 2026

BETWEEN

**MAHARASHTRA RAJYA SAHAKARI SAKHAR KARKHANA SANGH
LIMITED** having its office at: - Sakhar Bhavan, 11th Floor, Plot No. 230, Block
No.3, Backbay Reclamation, Nariman Point, Mumbai 400 021, having PAN NO.
AAAAM 0071E is a co-operative society registered under Section 10 of the
Bombay Co-operative Society Act, 1952 and deemed to be registered under the
provisions of Maharashtra Co-operative Societies Act 1960 (hereinafter called the
“THE SAKHAR SANGH” which expression shall unless the context otherwise
requires mean and include its successors and assigns) of the **ONE PART**

AND

_____ having PAN No. _____ residing at _____ hereinafter called and referred to as "**THE CONDUCTOR**" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the **OTHER PART.**;

WHEREAS:

(i) The Sakhar Sangh are absolutely entitled to the use and occupancy of Premises bearing Room No. 12 admeasuring 1288 square feet (carpet area) on the 1st floor along with no car parks in the building known as "Morvi House" situated at Sunderlal Bahl Marg, Ballard Estate, Fort, Mumbai - 400 001, (hereinafter referred to as "**the Premises**") and more particularly described in the schedule hereunder written along with no car parks delineated in red colour boundary line on the car parking plan annexed hereto as **Annexure- "1"** hereto.

(ii) The Sakhar Sangh vide it's letter dated _____ approved the conducting fee, deposit etc., alongwith other terms and conditions and gave the offer to the Conductor to run, conduct and operate the business of guest house from the said premises which the conductor has accepted and retuned the duplicate copy to the Sakhar Sangh on the _____.

(iii) The Conductor has vide its letter dated _____ given his irrevocable consent and indemnity to carry out the tenantable repairs of the said premises as per the permission granted by Mumbai Port Authority vide its letter dated 22-02-

2024 bearing no. EAM/U-11/MB-33 addressed to the Executive Engineer, Presidency Division, PWD, Mumbai in conformity with the approved procedure laid down in the Circular dated 12-10-2022 bearing no. EM/ASG/F-71(A)/4734 and the copy of the renovation plan is also approved by the Sakhar Sangh and the said tenantable repairs and the renovation work shall be carried out by the Conductor in accordance therewith and the Conductor has agreed to keep deposited a sum of Rs.10,000/- as Security Deposit for tenantable repairs and Rs.50,000/- towards debris removal charges as per para No.6 of the offer letter to be deposited with Sakhar Sangh till the tenantable repairs and renovations are carried out as per the Letter dated _____ submitted by the Conductor is hereto and marked as **Annexure “3”** hereto.

(iv) The Conductor shall at its own costs, expenses etc., obtain all requisite licences, necessary approvals, if any, required from the concerned statutory authorities to run, conduct and operate the said Premises of the Sakhar Sangh prior to the commencement of business of running guest house from the said premises and the Conductor shall regularly pay the fees, taxes, etc., levied by the authorities till the expiry and/or early determination of the present agreement.

(v) At present, as aforesaid, the Sakhar Sangh are running their said Guest House from the said premises which is fully equipped with and has all reasonable amenities required to run the Guest House for the purpose of lodging and boarding.

(vi) At the request of the Conductor, the Sakhar Sangh have agreed to permit and grant to the Conductor a license to run, operate and conduct the business of Guest House from the said premises for a period of 55 months commencing from

_____ and ending on _____ ("the Conducting Term") on the terms and conditions hereinafter appearing.

(vii) The Conductor is having experience and know-how and has approached the Sakhar Sangh with an offer to allow the Conductor to conduct the Sakhar Sangh' said Guest House at the Conductor's own risk and cost, to which request the Sakhar Sangh have agreed subject to the terms, covenants and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS
UNDER: -**

1. The Sakhar Sangh shall allow the Conductor to run, manage and conduct the Sakhar Sangh' said Guest House known as "Morvi House" which is being presently managed and run by the Sakhar Sangh in the said premises as described above for a period of _____ months commencing from _____ and ending on _____ for the business conducting basis only.
2. The conducting of the said Guest House by the Conductor shall be at his own risk and account without the Sakhar Sangh being in any manner liable for any loss or otherwise. The said conducting shall also not be deemed to create any tenancy, sub-tenancy, lease or any other right, or interest of any nature whatsoever in favour of the Conductor in the said premises.
3. The Conductor shall on or before execution hereof deposit with the Sakhar Sangh a sum of ₹. _____/- (Rupees _____ only) as interest free security

deposit during the said Conducting term for the due fulfilment on the part of the Conductor of each and every term, covenant and conditions hereby agreed to be observed, fulfilled and performed by them. In the event of the Conductor committing breach of any conditions herein, the Sakhar Sangh shall be entitled to forfeit the said security deposit.

4. The Conductors shall pay to the Sakhar Sangh a fixed monthly net royalty fee during the said term as hereunder:

(a) sum of ₹. _____/- together with GST @ 18% for sum of ₹ _____/- aggregating to sum of ₹. _____/- for the _____ months of the said Conducting term commencing from _____ and ending on _____.

(b) sum of ₹. _____/- together with GST @ 18% for sum of ₹ _____/- aggregating to sum of ₹. _____/- after the expiry of period of _____ months for the further period of the said Conducting term of _____ months commencing from _____ and ending on _____ calculated @ the enhanced rate of _____% i.e., ₹. _____/- after expiry of _____ months for further period of _____ months.

The said royalty for each month shall be paid in advance on or before the 5th day of each month. In the event of the Conductor's failing to regularly pay the said royalty amount on its due dates in advance, whether formally demanded or not, the Conductor shall pay an interest @ 15% per annum from the due date till the date of actual payment. Notwithstanding the Sakhar Sangh, right to claim interest, the failure on the part of the Conductor to pay the royalty amount in

advance on its due date, shall be treated as breach on his part of the essential condition of the agreement.

5. The possession of the said premises shall always remain with the Sakhar Sangh alone. The only right of the Conductor shall be to use the said premises for running the said Guest House. The Sakhar Sangh shall deliver one set of duplicate keys of the said Guest House to the Conductor to enable him to enter and run the said Guest House.
6. The Conductor hereby agrees, covenants and declares with the Sakhar Sangh as follows:
 - (a) To pay regularly and punctually the monthly royalty fee and other amounts payable by him to the Sakhar Sangh;
 - (b) To use in a prudent manner the said premises for the purpose of Guest House only and for no other purpose whatever.
 - (c) The Conductor and/or his servants and/or his agents shall not carry on any illegal activity or activities other than guest house services exclusively only for male persons in the said premises.
 - (d) The Conductor at his own cost and responsibility shall engage competent staff, etc. to run the said Guest House and the said staff and/or persons shall be the under exclusive employment of the Conductor alone.
 - (e) If the Conductor fails to accommodate the guests/persons of the Sakhar Sangh at any time on three successive occasions the same shall amount to breach committed by the Conductor and the Conductor shall have right to

terminate the agreement by giving one month's notice in writing to vacate and remove all movable belongings of the Conductor.

(f) The Conductor shall vacate and handover the said premises upon the Sakhar Sangh giving one month notice in writing to vacate and handover the said premises.

(g) The Conductor shall take the best care of the residents during their stay in the said Guest House to the best of his ability as per prevalent hospitality standards by himself and by engaging other competent staff etc. irrespective of the fact whether hospitality charges are paid by such customers or not, the same being the sole and exclusive responsibility of the Conductor. If any claim is made for negligence and/or for inefficient services in the said Guest House, the Conductor alone shall be responsible for the same and in no case the Sakhar Sangh shall be held responsible for the same.

(h) The Conductor shall not allow an/or permit any female person/s either singly and/or with person/s claiming to be family to enter upon the said premises at any time during the subsistence of this agreement.

(i) The Conductor agrees to keep indemnified and hereby indemnify the Sakhar Sangh against all such claims and consequences arising therefrom.

(j) The Conductor shall regularly pay and discharge all salaries and wages and all other liabilities of his staff and workmen employed by him for running the said Guest House.

(k) The Conductor shall also regularly pay for all purchases effected for running the said Guest House as also discharge all kinds of taxation

liabilities and all other liabilities, debts and commitments whatsoever from time to time incurred by the Conductor during the period of his Conducting the said Guest House.

(l) The Conductor shall not utilize the reputation or credit of the Sakhar Sangh in respect of such liability. It is clarified that all the expenses required for running and operating the said Guest House shall be borne and paid by the Conductor alone.

(m) The Sakhar Sangh shall not be held liable or responsible for any liabilities or claims of any nature whatsoever in respect of the same and the Conductor shall indemnify and keep the Sakhar Sangh indemnified against all claims in respect thereof.

(n) The Conductor shall undertake not to injure or damage any of the walls, partition walls, flooring, ceiling etc. of the said premises or any of the Sakhar Sangh' fixtures, furniture, fittings and articles therein as per **Annexure “4”** attached hereto and to keep the same in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted);

(o) The electricity, telephone, gas, water charges etc. in respect of the use thereof by the Conductor in the said premises shall be borne and paid separately by the Conductor.

(p) During the said term of this agreement, all maintenance, repair and service expenses required to be spent in respect of the said premises and all equipment, furniture, fixtures etc. installed therein shall be borne and paid by the Conductor alone.

(q) The Conductor hereby undertake not to paint, affix or exhibit any name, sign, symbol, graph or writing or any other board upon or outside the said premises save and except the existing board of the Sakhar Sangh.

(r) The Conductor shall not carry out any work of permanent alteration whether structural or not in or about the said premises or any portion thereof.

(s) The Conductor hereby undertake not to hold the Sakhar Sangh responsible or liable for any loss or damage suffered by the Conductor on account of destruction caused to any property brought by the Conductor in the said premises either by fire, accident, theft or otherwise or by any act or omission on the part of the occupants of other premises in the said building.

(t) The Conductor hereby undertake not to disturb the Sakhar Sangh / Occupants of the Morvi House building

(u) The Conductor hereby agree to indemnify the Sakhar Sangh and make good to the Sakhar Sangh any loss or damage that may be caused to the said premises and equipment or apparatus or any other fittings, fixtures, articles or property of the Sakhar Sangh therein as a result of negligence on the part of the Conductor, his servants, employees, agents, visitors and/or persons calling at the said premises in connection with running of the said Guest House by the Conductor.

(v) The Conductor hereby undertake not to do or permit to be done upon the said premises anything which may be or become a nuisance to the

Sakhar Sangh or the other occupiers of the said premises or to any of the neighbours or which may prejudicially affect the rights of the Sakhar Sangh.

(w) The Conductor hereby undertake not to bring or store in the said premises any combustible or otherwise hazardous material as may impair the safety of the building or increase the premium of Insurance of the building or render void the Insurance;

(x) The Conductor hereby undertake to perform and observe strictly the provisions hereof and also the laws for the time being in force and also the rules and regulations and bye-laws of all the concerned authorities for the time being and from time to time in force and applicable to the running of the said Guest House.

(y) The Conductor hereby undertake to carry out, perform and observe all Rules, Bye-laws and Regulations of the Municipal Corporation of Greater Bombay, the Bombay City Police, or any other Local or Public Authority now in force or which may hereafter come into force with regard to running of the said Guest House and medical activities in the said premises.

(z) The Conductor hereby undertake not to claim exclusive possession of the said premises, such exclusive possession of the said premises being with the Sakhar Sangh alone.

(aa) To indemnify the Sakhar Sangh against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act of commission or omission of the Conductor,

his staff, employees, servants, and agents leading to breach of the provisions hereof or of any existing law or rules and regulations and bye-laws of all concerned authorities as may be in force for the time being and from time to time.

(bb) To cease to run the said Guest House as also the use of the said premises and remove himself from the said premises with all his staff, employees and belongings and to restore the said premises to its original condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted) leaving the same in the hands of the Sakhar Sangh without any objection or obstruction at the end of the term hereof or on earlier termination of the agreement hereby granted. At that point of time, the Sakhar Sangh shall be fully entitled to restrain the Conductor from making use of the said premises and/or from running the said Guest House. If any articles of his own are brought or installed by the Conductor in the said Guest House, the Conductor shall remove the same on expiry of the agreement.

7. During the subsistence of this Agreement or any extended period thereof as herein provided, the Conductor shall not do any act or omit to do any act whereby the rights or interest of the Sakhar Sangh as Sakhar Sangh of the said premises are affected or prejudiced or in any manner jeopardized. The Conductor hereby fully, completely and effectually indemnify the Sakhar Sangh from and against any loss or damage which the Sakhar Sangh may suffer by reason of any act or omission or breach, failure, default or neglect on the part of the Conductors.

8. In the event of the Conductor failing to pay to the Sakhar Sangh the said monthly Royalty amount and/or other charges as provided herein or committing breach of any of the terms, covenants and conditions mentioned herein, the Sakhar Sangh shall be entitled to terminate this Agreement by giving 15 days previous notice in writing to the Conductor.
9. The Sakhar Sangh are also entitled to put an end to this agreement without assigning any reason whatsoever by giving one months prior notice in writing to the Conductor for any breach committed by the Conductor of any and/or all of the terms of this agreement and the Conductor will not be entitled to challenge the said decision of the Sakhar Sangh and the same will be binding upon him. The said interest free Security Deposit of ₹. _____/- (Rupees) shall be refunded by the Sakhar Sangh to the Conductor (without any interest) on the termination of this Contract by efflux of time or its earlier termination after deducting there from all sums of money which may be then due to the Sakhar Sangh and recoverable by them by virtue of these presents. If, however, the Conductor shall commit breach of any of the terms, covenants and conditions provided herein, the said Security Deposit shall be liable to be forfeited.
10. The Conductor shall under no circumstances directly or indirectly assign the benefits under this agreement to any person or persons, the Licence herein being intended to be strictly personal to him and granted on the faith of his personal abilities.
11. Nothing herein contained shall create or shall be construed to create any tenancy or to confer or be construed to confer upon the Conductor any interest in the said premises or any part thereof and the said Guest House

shall continue and be deemed to continue and remain in the possession of the Sakhar Sangh, the intention of the parties being to create a bare Agreement in favour of the Conductor in the manner herein provided.\

- 12.The Conductor hereby covenant with the Sakhar Sangh, its' partners and their successors that the Conductor will indemnify and keep indemnified and hereby indemnify them against any loss, cost, charges and expenses, they may incur or suffer on account of any claim being made and established by any person/s in connection with the running of the said Guest House being conducted therein and which are agreed to be the sole responsibility of the Conductor alone
- 13.The stamp duty and registration charges, in respect of this document, shall be borne and paid by the Conductor and the Sakhar Sangh in equal proportions.
- 14.In case of any dispute or difference at any time between the parties hereto as to the construction, meaning or effect of this agreement or any clause or thing contained therein or the right and obligations of any of the parties hereto, the same shall be referred to the Arbitration under the law for the time being in force. The arbitration proceedings shall be held at Mumbai and the courts at Mumbai alone shall have jurisdiction to entertain the same.
- 15.It is expressly declared, understood and agreed by and between the Parties that according to the permission of the said Society the Conductor is not entitled to create any tenancy in respect of the said Premises and the Conductor is required to occupy the said Premises for the use of Guest House. The Sakhar Sangh expressly on the Conductor agreeing and

undertaking to hand over vacant and peaceful possession of the said Premises to the Owner on the expiration or sooner termination of the agreement hereby granted and whereupon the Owner shall have to occupy the said Premises for its own use and occupation and for carrying on the business of running guest house in accordance with the provisions of law.

16. It is specifically agreed by and between the Parties hereto that nothing herein contained shall be construed as creating any tenancy or sub-tenancy or any other right or title of any nature whatsoever in favour of the Conductor in, to, upon or in respect of the said Premises or as transferring any interest therein in favour of the Conductor other than the restricted permissive use hereby granted under the agreement.

17. Notwithstanding anything to the contrary contained herein, the possession of the said Premises shall be and shall always be deemed to have been with the Sakhar Sangh, the Conductor having only a bare license to use of the said Premises for the Guest House purpose only.

IN WITNESS WHEREOF the Sakhar Sangh and the Conductor have hereto executed these presents in duplicate on the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Premises being Room No. 12 admeasuring 1288 square feet (carpet area) on the 1st floor in the building known as "Morvi House" situated at Sunderlal Bahal Marg, Ballard Estate, Fort, Mumbai - 400 001,

SIGNED SEALED AND DELIVERED by)

_____)

By the hand of its Director/Authorised Signatory)

OWNER)

SIGNED AND DELIVERED by)

_____)

CONDUCTOR)

in the presence of ...)

R E C E I P T

RECEIVED from the withinnamed “Conductor”)

a sum of ₹. _____/- (Rupees _____)

_____)

paid by the Conductor vide Cheque dated _____)

bearing No. _____ for Rs. _____)

drawn on _____)

being the interest free security deposit payable in)
respect of the said premises) Rs. _____

WE SAY RECEIVED

**FOR MAHARASHTRA RAJYA SAHAKARI
SAKHAR KARKHANA SANGH LIMITED**

Sakhar Sangh

Dated this _____ day of _____ 2026

BETWEEN

**MAHARASHTRA RAJYA
SAHAKARI SAKHAR KARKHANA
SANGH LIMITED**

..... **The Sakhar Sangh**

AND

... **The Conductor**

CONDUCTING AGREEMENT

ANNEXURE 4

SR. NO.	PARTICULARS	QUANTITY
1.	Metal Beds	13
2.	Wooden Beds	9
3.	Wooden Table	2
4.	Wooden Stool	1
5.	Glass Teapoy	4
6.	Ceiling Fan	11
7.	T.V.	1
8.	Water Purifier	1
9.	Metal Tank	1
10.	Plastic Drum	1
11.	Mirror	5
12.	Water Storage Unit	5
13.	Wall Clock	2
14.	Plastic Chairs	4
15.	Mattresses	36
16.	Pillows	24
17.	Water heater / geyser	1