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प्रधान मुद्रांक कार्यालय, मुंबई प.मु.वि.क. ८००००९ ५ 2 3 NQV 2021 सक्षम अधिकारी

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AGREEMENT OF LEAVE & LICENCE

AGREEMENT is made and entered into at MUMBAI this the day of December, 2021 BETWEEN MR. JAFARULA MOHD. HANIF CHAUDHARY, an adult, Muslim, Indian Inhabitant of MUMBAI, residing at Room No. 22, Hasbunnisha Compound, 90 Feet Road, Sakinaka Mumbai-400072, hereinafter referred as the 'OWNER/LICENSOR' (which expression shall unless it be repugnant to the meaning thereof include his heirs, executors, administrators and assigns) the party of the First Part A N D MR. EHTESHAM ALAM S/O HAFIZULLAH (Aadhar No. 3723 7439 6112), an adult, Indian Inhabitant of Mumbai, Permanently residing at Village- Bhatpara, Post- Baghnagar, Tahasil-Khalidabad, Dist- Sant Kabir Nagar, State- Uttar Pradesh- 272125, hereinafter referred as the 'LICENSEE' (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the OTHER PART:

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AND WHEREAS the First Party is the OWNER/LICENSOR of the premises, being situated, Room No. 22, Hasbunnisha Compound, 90 Feet Road, Sakinaka Mumbai-400072.

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AND WHEREAS the licensee is in badly need of a premise for his residence Purpose and as such, the Licensee approached the OWNER/LICENSOR for giving him, his said Room No. 22, Hasbunnisha Compound, 90 Feet Road, Sakinaka Mumbai- 400072, on leave and license basis.

AND WHEREAS the said OWNER/LICENSOR has been approached by the said LICENSEE for the said Room premises and the OWNER/LICENSOR has agreed to grant leave and license to the Licensee to use and occupy the OWNER/LICENSOR said premises i.e. Room No. 22, Hasbunnisha Compound, 90 Feet Road, Sakinaka Mumbai-400072, hereinafter referred as to as the said Room premises, on the terms and conditions as set out hereinafter:

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

The **OWNER/LICENSOR**, agreed to grant the said Room premises on leave and license for a period of 24 months to the Licensee and the Licensee also agrees to take over possession of the said Room premises.

The **OWNER/LICENSOR** agrees to give the said premises to the licensee for his residence purpose in the said premises and license basis for a period of Twenty Four months only commencing from 01st day of November, 2021 and shall expire 31st day of October, 2023, and the licensee agrees to hand over the vacant and peaceful possession of the said premises to the on **OWNER/LICENSOR** the expiry of this agreement.

3. The Licensee shall pay to the OWNER/LICENSOR a sum of Rs. 4,500/(Rupees Four Thousands Five Hundred only) per month as and by way of
compensation for the use and occupation of the said premises to the
OWNER/LICENSOR the use and occupation of the said premises and the
electricity charges, water charges for consumption shall be paid by the
Licensee directly to the concerned authorities over and above the monthly
compensation, as aforesaid and the electricity bills after payment shall be
handover to the OWNER/LICENSOR. The payment towards
compensation shall be made on or before 10th day of each succeeding

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month of English Calendar, thereafter. It is agreed that if the Licensee consecutive months, then in that event the **OWNER/LICENSOR** shall be entitled to terminate this agreement forthwith and to take possession of the said premises as provided hereunder.

- 4. The Licensee agrees that he has no right to carry on any changes in the set up of the said premises and also agrees that he will not carryout out any alteration without the prior permission of the OWNER/LICENSOR.
- The Licensee shall occupy the said premises of the OWNER/LICENSOR for his residence only, shall not use the same for any other purpose, and shall not carry on any illegal activity therein.
- 6. The Licensee agrees and undertakes that he will not use the said room premises for the purpose of any illegal activity, which is prohibited by the Government, and for any of the act he will be sole responsible and the Licensor will not be responsible for the same.

This agreement does not create or intend to create or deem to have created any right or interest of whatsoever nature in favour of the licensee not any right of tenancy statutory or any relationship of landlord and tenant between the parties hereto.

- 8. The Licensee agrees not induct any third party or person or persons in the said premises in breach of this agreement.
- 9. That the Licensee keep the said premises in good and habitable condition, usual wear and tear accepted, and agrees that he shall not cause any damage or make any alternations in the said premises and that if any damage is found to be caused at the time of handing over possession of the said premises to the OWNER/LICENSOR, the OWNER/LICENSOR shall be entitled to deduct the amount of repairs for the said damage or damages.
- 10. That the Licensee shall not object to the entry either of the OWNER/LICENSOR and/or his servant or agent for the purpose of inspection of the said premises at day time without intimation and the Licensee will not cause nuisance to the neighbors of the said Room.

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- 11. That the Licensee shall not create any documentary evidence in respect thereof, save and except the papers which necessary for the purpose of his residence purpose.
- That the Licensee is agreed if he commit breach of any of the terms and conditions, of this agreement, the **OWNER/LICENSOR** shall have a right to terminate this agreement forthwith and to take possession forcibly of the said premises from the Licensee after returning the deposit amount to the licensee, after deducting the dues if any.
- 13. The LICENSEE will not claim any right, title and interest against the OWNERS under the Section 28 of the Bombay Rent Act (Maharashtra Rent Control Act 1999) and/or Section 41 of the Bombay Provincial Act.

The LICENSEE also undertakes that he will not allow any other person, to use the premises on behalf of himself, and in case if it found that he has allowed other person to use the said premises then the **OWNERS** shall be entitled to take the possession from the LICENSEE without any notice forthwith, for which the LICENSEE shall not object the handing over the possession of premises to **OWNER**.

- 15. The LICENSEE shall not apply or take any loan on the said premises and shall not create any third party right in respect of the premises. For any liability of the LICENSEE the OWNER shall not be liable and responsible.
- 16. The **OWNER** shall not be responsible for any acts, deeds or of this liability or the claims of any nature of any persons against the said Agreement.
- 17. In the event of any damage, theft and/or force majeure condition the **OWNER** will not be responsible or liable for the same during the existence of this Agreement.
- 18. The LICENSEE will not file any suit under the Section 41 of the Provincial Act or under the Bombay Rent Act, or Maharashtra Rent Control Act, 1999, in the any Court of law, or interest in the said premises.

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IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day and the year first mentioned above written.

SIGNED, SEALED AND DELIVERED

by the within named 'OWNER'

MR. JAFARULA MOHD. HANIF CHAUDHARY in the presence of ...

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SIGNED, SEALED AND DELIVERED by the within named 'LICENSEE'

MR. EHTESHAM ALAM S/O HAFIZULLAH in the presence of...

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RAGHVENDRA C. DUBEY
(B.A. LL.B.)
ADVOCATE & NOTARY GOVT. OF INDIA
Reg. No. 15230