# **LEAVE AND LICENCE AGREEMENT**

**THIS LEAVE AND LICENCE AGREEMENT** is made, entered into and executed by and between the parties hereto at the place and on the day herein below mentioned

**B E T W E E N**

**MR. NISAR AMIR GHATTE** adult, citizen of India, having address at Flat No. 1002, 10th Floor, Al-Aziz Palace, 8/10 Dongri Cross Lane, Jail Road (South), Dongri, Mumbai: 400 009, hereinafter referred to as “The Licensor” (Which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include heirs, legal representatives, executors and administrators) of the First Part.

A N D

**MR. SHADAB MOHAMMED RAFIQ KATE** adult, citizen of India, having address at Room No. 8, First Floor, 13/17 Sadaqat Manzil, M. E. Sarang Marg, Dongri, Mumbai: 400 009, hereinafter referred to as “The Licensee” (Which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include heirs, legal representatives, executors and administrators) of the Second part.

**WHEREAS** the Licensor is seized, possessed of or otherwise well and sufficiently entitled to the premises being and bearing **Flat No. 1002, 10th Floor, Al-Aziz Palace, 8/10 Dongri Cross Lane, Jail Road (South), Dongri, Mumbai: 400 009** and more particularly mentioned in the Schedule hereto, hereinafter referred to as **“the said Premises**” for the sake of brevity.

**AND WHEREAS** both the parties hereto mutually agreed to sign and execute this “Leave and License Agreement” whereby the Licensor has let out and granted to the Licensee the said Premises for use, occupation and enjoyment of the Licensee on the terms and conditions herein below mentioned and mutually agreed between the parties hereto and subject to the provisions of the law time being in force.

**NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. PERIOD: This agreement shall be for a temporary fixed period of **ELEVEN MONTHS** only commencing/deemed to have commenced **from \_\_\_ day of March 2021 to ending on \_\_\_ day of February 2022** (Both days inclusive).
2. CHARGES:The Licensee will pay to the Licensor a sum of **Rs. 10,000/-(Rupees Ten Thousand only)** each and every month as and by way of licence fees and/or monthly charges and/or compensation and it shall be paid within first week of next agreement month. In the event of successive two defaults the Licensor will have right to cancel this agreement or impose reasonable penalty for default.
3. SECURITY DEPOSIT: The Licensee has paid to the Licensor and the Licensor has received from the Licensee on or before the date of this agreement in all a sum of **Rs. 1,00,000/- (Rupees One Lakh only)** as and by way of Security Deposit amount, which amount shall be INTEREST FREE refundable by the Licensor to the Licensee on termination of this agreement but always subject to adjustment of legitimate dues and unpaid charges if any. The receipt whereof the Licensor doth hereby admit and acknowledge separately.
4. THE OBLIGATIONS & DUTIES OF LICENSOR- The Licensor shall: -
   1. Clear of all the outstanding dues and liability if any in respect of the said premises existing at the time of commencement of this agreement or reimburse to the Licensee if the Licensee required to pay the same on behalf of the Licensor.
   2. Pay punctually monthly rent/maintenance/outgoings in respect of the said premises and settle all legal actions and/or objections if any raised or initiated by the landlord/society and thereby safeguard and protect the interest of the Licensee.
   3. On termination of this agreement settle the account of the Licensee and repay or refund the Security Deposit amount and/or balance amount payable to the Licensee forthwith before or at the time the Licensee vacates the said premises, failing which the Licensee shall not vacate the said premises unless and until the Licensor settles account and repays balance amount to the Licensee. The Licensor shall be liable to pay liquidated damage at the rate of 12% per annum for such delayed period caused by the Licensor in repayment of legitimate amount.
5. THE OBLIGATIONS & DUTIES OF LICENSEE - The Licensee shall: -

* + - 1. Not sub-let or under let or part with the possession nor shall create any third-party interest in the said premises nor shall assign or authorize or transfer the benefit of this agreement to any other person without written permission of the Licensor.
      2. Pay “Electricity Charges” as per the “Electric Bills”, if any action is initiated by the Electricity Department for tampering of electric meter or theft of electricity during agreement period, then it shall be sole liability of the Licensee to pay amendment bills and settle with them and also for all risks, costs and consequences thereof and keep Licensor safe, harmless and indemnified.
      3. Not encroach upon corridor, lobby, common passage of the building, nor shall store articles, things, waste materials which will cause disturbance, obstruction, nuisance and annoyance to other inhabitants or occupiers of the building.
      4. Not store hazardous, obnoxious, prohibited, contraband, unhygienic or generally objectionable materials, articles, things or substance in the said premises.
      5. Not carry on any addition or alteration of permanent nature or any construction work or structural repairs without prior written permission of the Licensor.
      6. Preserve the condition of the said premises along with all the walls colour, articles, electric appliances, gadgets and things attached to the said premises in reasonably good condition and return in the same condition of entrustment at the time of execution of this agreement, natural wear and tear is excepted but in the event of breakage, loss or damage, then in that case the Licensee shall compensate or reimburse to the Licensor all such loss or damage or alternatively the same shall be taken into account at the time of settlement of account.
      7. Not claim any other right or protection of possession of the said premises even though the same is made available by introduction of new law or amendment in the existing law or by the Government Policy or Resolution or Notification in official Gazette, then in that event the Licensee undertakes not to claim any such right or benefit but to waive and give up such right and benefit in favour of the Licensor and shall abide by the terms and conditions of this agreement only and in that event this agreement shall be treated as terminated on previous day itself.
      8. Not encumber the said premises in any manner and keep it fully safe and protected from the personal creditors of the Licensee.
      9. On termination of this agreement on receipt of security deposit amount or settlement of account, vacate the said premises forthwith, failing which the Licensee shall be liable to pay monthly charges at **double rate of prevailing market** rate for such delayed period till the Licensee vacates.
      10. Not take on the basis of this agreement or use the address of the said premises for obtaining ‘Ration Card, Passport, Aadhaar (UID) Card, Election Card, PAN Card, Driving License, Telephone or Cell Phone or Internet facility or Credit Card or Opening Bank Account or Bank Loan or any License or Certificate or Insurance Policy or any such document without prior written permission of the Licensor.

1. GENERAL CONDITIONS: -
   * 1. Both the parties are at liberty to revoke this agreement during this agreement period by giving **ONE-MONTH** prior notice in writing to the other side but the party exercising this option shall be liable for re-imbursement of brokerage of other side and other legitimate damages. That on efflux of its period this agreement shall automatically come to an end and no notice will be required.
     2. That in case if it is found that the said Premises is being misused for any unlawful or illegal or immoral purpose or detrimental to the interest of the Licensor or the Licensee committed crime or breach of terms and conditions of this agreement or misbehaved or become arrogant with the Licensor, then in that case the Licensor shall have full right to terminate this agreement by serving **72 hours’ written notice** and on such termination, the Licensee shall vacate the said premises within notice period on receiving settlement amount and the Licensee shall all alone liable for all costs, damages and consequences arising out of said misuse, crime or breach of terms and conditions committed by the Licensee.

* + 1. The Licensor personally or through authorized agent will have right to take inspection of the said premises during day time after giving prior intimation to the Licensee. The Licensee shall fully cooperate the Licensor and allow the same.
    2. That after expiry of this agreement if it is found that the said premises has been locked and the whereabouts of the Licensee is not known for a period of ONE MONTH or more in spite of due and diligent searches made by the Licensor, mobile or contact number switched off or not reachable, then in that event the Licensee hereby authorizes the Licensor to break open the lock and enter upon the said premises and the Licensor shall not be liable for any criminal offence or damages caused to the Licensee. However, the Licensor shall be liable to settle the account of the Licensee as and when the Licensee approaches the Licensor.
    3. That in the event the Licensee required to vacate the said premises due to any urgent vacation notice issued by the authorized person or competent authority or any authority of the Government or Local Body legally empowered to issue such vacation notice for repairs or reconstruction or redevelopment or any other reason whatsoever then in that event the Licensor shall settle the account of the Licensee within such notice period and before the Licensee vacates the said premises.
    4. That it is also agreed that the legal possession of the said Premises shall remain with the Licensor only whereas the Licensee shall have only permissive license to enter upon and make use of the said Premises during this agreement period.
    5. The Licensor shall not be liable or responsible for re-imbursement or adjustment of any expenses voluntarily incurred or spent by the Licensee towards any kind of repairing, renovation, decoration, furniture, fixture, colour painting in the said premises for beneficial enjoyment of the Licensee during this agreement period with or without written permission of the Licensor.

1. USER CONDITIONS:

1. The Licensee shall use said premises strictly for the **purpose of residence** of the Licensee with family members and shall not change the user in any manner whatsoever.
2. That the Licensee has been permitted to obtain domestic **Cooking Gas Supply connection** (LPG) at the address of the said premises but the Licensee shall remove the same on termination of this agreement at the cost of the Licensee.
3. Pay and discharge punctually all day-to-day personal liabilities towards payment of dues of sweeper, milkman, bread man, newspaper supplier, cable line supplier separately. On termination of this agreement if required by the Licensor, then the Licensee shall allow the Licensor to keep some reasonable amount as “Retention Money” for such reasonable period till finalization of the fact that no such dues or charges is outstanding or pending on the part of the Licensee on any such account so that no creditor of the Licensee should approach the Licensor for recovery.
4. That is “Leave and License Agreement” is strictly in accordance with the Chapter VI (Sections 52 to 64) of the Indian Easement Act, 1882 and shall be registered as required u/s. 55 of the Maharashtra Rent Control Act, 1999 and therefore the Licensee shall as early as possible inform to the Licensor convenience for the same in order to complete the legal formality. The Licensee therefore shall not claim any other right of ownership, tenancy, lease, gift, mortgage etc.
5. In the event of any dispute between the parties, the aggrieved party shall be entitled to take appropriate legal action in the matter for redressal or for legal remedy as per the law time being in force.

SCHEDULE OF THE PREMISES

All piece and parcel of the premises being and bearing **Flat No. 1002, 10th Floor, Al-Aziz Palace, 8/10 Dongri Cross Lane, Jail Road (South), Dongri, Mumbai: 400 009**, within the limits of “B” Ward Office of the Municipal Corporation for Greater Mumbai.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands to this writing on the day, month and year herein below mentioned.

Place: MUMBAI

Date: \_\_\_\_\_ day of March 2021

SIGNED AND DELIVERED by the )

Within named the Licensor )

**MR. NISAR AMIR GHATTE )**

In the presence of ………. ) SIGNATURE

SIGNED AND DELIVERED by the )

Within named the Licensee )

**MR. SHADAB MOHAMMED RAFIQ KATE**)

In the presence of ……. ) SIGNATURE

**R E C E I P T**

**Rs. 1,00,000/-**

**RECEIVED** of and from the Licensee **MR. SHADAB MOHAMMED RAFIQ KATE** in all a sum of **Rs. 1,00,000/- (Rupees One Lakh only)** as and by way of Security Deposit amount, which shall be interest free amount refundable on termination of this agreement but always subject to adjustment of legitimate dues if any, as mentioned in clause No. 3 of this agreement. The receipt whereof the Licensor **MR. NISAR AMIR GHATTE** do hereby admit and acknowledge separately.

I SAY RECEIVED

#### MR. NISAR AMIR GHATTE

# SIGNATURE

WITNESSES:

Sr. No. Name Signatures

1.

2.

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B E T W E E N

**MR. NISAR AMIR GHATTE**

…THE LICENSOR

A N D

MR. SHADAB MOHAMMED RAFIQ KATE

…THE LICENSEE

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**LEAVE AND LICENCE**

# **AGREEMENT**

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This \_\_\_\_\_ day of March 2021

DRAFTED/SCRIBE BY:

### **N. A. G H A T T E**

B. Com. LL. M.

Advocate High Court

Office No. 2, Surmawala Bldg., 2/18 Imamwada Rd. & Jail Rd (W),

Behind Children Home, Mumbai-9

(Ph: 23700050-23717441)

(No execution responsibility)

(L&L-) \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*