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प्राप्त

प्रधान मुद्रांक कार्यालय, मुंबई

दिनांक

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FEB 1992

THIS AGREEMENT made and entered into at Bombay this 5th day of February in the year Nineteen hundred Ninety Two BETWEEN MANSUKHLAL R. SHAH, Hindu inhabitant of Bombay, hereinafter referred to as Landlord (Which expression shall mean and include his heirs, administrators, executors and assigns) the Party of the First Part and MRS. VASANT C. SHAH & MRS. SONAL G. SHAH having address at

Hereinafter referred to as Tenants, the Party of the other part WHEREAS the Landlord has constructed a building on plot No. 9 of Ashok Nagar Co-operative Housing Society Ltd., North South Road No. 11, Juhu

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Parle Scheme, Vile Parle (West), Bombay 400 056,
AND WHEREAS the Tenants has requested the Landlord
to grant him monthly tenancy from Execution of this
Agreement in respect of Block No. 3, on 2nd floor
facing South West corner consisting 3 B.H.K. &
B & W. C. and a garage for car parking in his
above mentioned property AND WHEREAS the Landlord
has from 18th January 1992 agreed to let out the
said Block No. 3, and a car Parking garage to the
tenant AND WHEREAS it is decided to reduce the
terms and conditions of this agreement into writing.

NOW THIS INDENTURE WITNESSETH AS under:-

1. The Landlord has let out to the Tenants
on monthly tenancy basis and the Tenant has
taken on monthly tenancy basis Block No. 3
and a open car-parking garage.

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2. Rent shall begin from the 1st January 1992 and the rent as hereinafter agreed shall fall due on the first of that month but payable within the first week of that month.

3. Considering the factors that determined the standard rent the parties hereby agree that Rs. ^{625/-}~~574/-~~ is fixed as the standard rent per month which shall be payable in advance every month according to calendar month on or before the 7th day of that month and a further sum of Rs. 25/- for open Garage and Rs. ^{150/-}~~150/-~~ for main-
^{as below} ~~tenance charges.~~ ^{mes} ~~The tenant shall in addition~~ ^{mes} ~~to rent pay regularly proportionate water charges, electricity bill for pump and common area, Municipal Taxes and other Cess and duties which are in the nature of permitted increases.~~

4. The tenants has agreed to give an amount of Rs. 5,000/- (Rupees Five thousand only) as three months rent Deposit to the Landlord and it is agreed that this deposit of Rs. 5000/- carries no interest and not adjustable and it will be refunded on vacation of the said flat and Garage.

5. The Tenants agrees:

a) that they will ~~pay and bear water charges and pay the same regularly to the Landlord the share of water charges including meter hire~~ ^{mes} ~~alongwith the rent according to~~ ^{mes}

the meter readings. The water meter shall be common and the charges shall be shared equally by the tenants, i.e. one ninth of total meter reading charges.

MRS

MRS

Separate meter, if necessary, shall be installed by the Tenant at his/their own cost.

b) That the Tenants will pay and bear the electric charges for lift, ~~common~~ passage, ~~light~~ according to the meter reading (separate meter) including meter hire charges if, any and pay the same regularly to the Electric Company and Watchman, Liftman, Sweeper salaries in equal proportion.

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c) To keep the electric fittings, sanitary fittings water pipe taps and window glasses in good workable condition at their own costs and see that they are not off or withheld for non-payment.

In case any damage is done to them, the tenants shall be liable for it and that they (the tenant) shall repair the same at their own cost.

d) That they shall be liable to pay all presentcess or levy in respect of the above premises and of any increase in

MRS

them which may be levied in future.,
without any objection whatsoever.

- e) To keep the premises clean and sanitary fit, and not to commit any nuisance. They further agree to keep bins and containers for refuse and keep them clean at their cost and arrange for the removal of the refuse. Such containers etc., shall be kept inside the demised premises.
 - f) Not to do or cause to be done any act or commission thereof which may cause nuisance or annoyance to other occupants of the building. That the tenant shall be responsible for any illegal acts which may be committed in the premises.
 - g) Not to use, occupy or cause the same to be occupied any space or area other than the one let to that.
6. That the tenants shall permit and allow the Landlord or his agent with or without workman and this at convenient hours to enter into and upon the premises for receiving the conditions thereof or for conducting the repairs.

MRS.

7. It is specifically made clear that the Landlord has given only the self contained block and a car parking garage mentioned herein and no other portion of the building to the tenant.
8. After the possession is handed over to the tenants the tenant shall be entitled to carry out all repairs, renovations, charges and internal lay out without in any way make any structural changes/ alterations at his own costs and expenses. — The Tenants shall also be entitled to carry out additions and alterations including in the toilet block to be put up false ceiling, air-conditioning the said unit centrally or otherwise, put up all furniture, fixtures and do all interior decorations including fixing box type grills on windows and varandah for safety purpose.
9. It is further expressly agreed and understood that save and except on the grounds of persistent default and failure to pay rent and maintenance charges the Landlords shall not terminate the tenancy on any other ground such as personal and bonafide requirement of the property.

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10. The Tenants shall not, without the prior permission of the Landlords and not otherwise enter the terrace on the top floor of the building for affixing T.V. Antennae, for repairs and maintenance of water storage tank and for access to any part of exterior of the unit.

11. The tenants as when required shall be entitled to change the electric fittings and shall be entitled to take extra electric points. If necessary the tenants shall be entitled to have an extra electric meter. The Tenants however, shall not be entitled to remove the extra electric fittings in case of termination of the tenancy. The Tenants however shall be entitled to remove tube lights, bulbs, fans geysers, air-conditioner and such items which have been brought by them in the said unit.

12. The Tenants shall be entitled to repair and renovate the said unit including by way of structural repairs at his own cost expenses in accordance with the bye-laws, rules regulations of the Municipal Corporation of Greater Bombay. The Tenants however, shall not be entitled to carry out any renovation or repair or alterations which may endanger the life of the building.

MRS

13. The Tenants shall be entitled to put up partitions, to change/remove the partitioning walls and or to put up, further partitioning walls shelves, rakes, sun blinds, house hold fittings and gas, booster pump add to remove the same and/or replace the same.

14. The Tenants paying the rent hereby reserved and performing and observing the several covenants on their part and conditions herein contained shall peaceably hold and enjoy the said unit premises during such time without interruption by the Landlords and/or their heirs or by person rightfully claiming under or in trust for him or them.

15. The Tenants agrees that the facilities provided are sufficient for his residence and further agree that all the additions or alterations including the fittings of additional shelves if desired by the Tenants shall be only intimated in writing to the Landlord should not go against the rules of any authority.

16. It is hereby clearly stipulated that this leasehold premises consists of residential accommodation only as mentioned above and not for business purpose.

MRS

17. The Landlord shall not be responsible for any damage caused to the person or property of the Tenants or his guests or members of his family by reason of fire water leakage or structural failure for whatsoever reason, explosion, enemy action etc. The necessary insurance for the entire property will be done by the Landlord, other insurance will be the responsibility of the Tenants.
18. The Tenants shall not assign, transfer sublet or alienate the premises rented to him or part with his interest therein as Tenants or possession any manner or under any arrangement whatsoever and shall not give it on leave and licence or paying guest basis to any person or body corporate or any body whatsoever/whomsoever, if the tenants wishes to do so it can only be done with the written permission of the Landlords.
19. On breach of any terms and conditions mentioned above, it shall be lawful for the landlord to terminate the tenancy by giving three months notice.
20. The Tenants declares that they have read and understood all the above terms and admit that the tenancy is granted strictly
- MMS*

Subject to the same and on their agree
to perform and observe the same.

IN WITNESS WHEREOF the parties hereto have
hereunto set and subscribed their respective hands
the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
within named Landlord)
MANSUKALAL R. SHAH)
in the presence of M.A. Usmani)
(M.A. USMANI)

Out lunch

SIGNED AND DELIVERED by the)
within named Tenant)
MRS. VASANT C. SHAH &)
MRS. SONAL G. SHAH)
in the presence of)

Vasant. C. Shah

Shah

M.A. Usmani
WITNESS: (M.A. USMANI)

The Parties agreed and signed
in my presence of:

RECEIVED Rs. 5,000/- (Rupees Five thousand only) as)
Deposit towards the tenancy Agreement created today)

DATED THIS DAY OF JANUARY 1992

MANSUKHLAL R. SHAH
AND
MRS. VASANT C. SHAH &
MRS. SONAL G. SHAH.

AGREEMENT

M/s. Pandya Gandhi & Co.
Advocate & Solicitors
Ador House, Ground floor,
6, K. Dubash Marg, Fort,
BOMBAY - 400 023.

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