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## **LEAVE AND LICENSE AGREEMENT**

This Agreement is made at Pune, on this 1 day of July, 2024 (*hereinafter referred to as the 'Effective Date'*)

### **BETWEEN**

**Rishabh Soni** managing business with name Union Living (*hereinafter referred to as the 'Operator'*) being the party of the **ONE PART**;

### **AND**

**Sairaj Amit Bodhale** having permanent address at PRATIBHANAGAR PLOT NO G - 3 INDRAYNI APARTMENT JAGADALE COLONY PRATIBHANAGAR Kolhapur Maharashtra 416008 and bearing AADHAAR\_CARD number 298883831719 (*hereinafter referred to as the 'Tenant'*) being the party of the **OTHER PART**.

The Operator and the Tenant are also hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

### **WHEREAS**

1. The Operator is the owner or lessee of a property at 3rd floor, Anitha Building, near ashok agam society Datta Nagar Road, Bharathi Vidya Peeth Dhankawdi Pune Dhankawdi Pune Maharashtra 411046 (*hereinafter referred to as the 'Property'*).
2. The Tenant has approached the Operator with a request to allow the Tenant to temporarily occupy and use Room number A6 on triple sharing basis of the said property for Tenantial purpose, on leave and license basis (*hereinafter referred to as the 'Licensed Premises'*).
3. The Operator has agreed to grant leave and license to the Tenant to occupy and use the said Licensed Premises on the following terms and conditions agreed to between the parties hereto;

**Now therefore, In consideration of the mutual promises and covenants contained here in, the Parties agree as follows;**

#### **1. TERM**

- 1.1. The Operator hereby grants leave and license to the Tenant to occupy and use the Licensed Premises for a period of 12.0 months starting from 1-July-2024 (*hereinafter referred to as the 'Agreement'*)

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**Duration').**

1.2. It is agreed and understood by the Tenant that there shall be a Lock-In of 6.0 months starting from the Effective Date (*hereinafter referred to as the 'Lock-in Period'*). Tenant cannot terminate the agreement during the Lock-in Period.

1.3. At the expiry of Lock-in Period, the Tenant can terminate the agreement by giving 1.0 month prior notice to the Operator (*hereinafter referred to as the 'Notice Period'*).

1.4. Move out notice shall be initiated by the Tenant via the mobile application provided by the Operator (*hereinafter referred to as the 'Crib App'*) or any other mode of written communication as directed by the Operator. Any form of verbal or unofficial communication shall not be accepted.

## **2. COMPENSATION**

2.1. The Tenant shall pay to the Operator a sum of Rs. 7000 per month in advance for each month on or before the 1-July-2024 as License fee (*hereinafter referred to as the 'License Fees' or 'Rent' or Installment'*).

2.2. The License Fees does not include any taxes, cesses, duties, etc., and the same shall be charged by the Operator, as applicable by the laws in force, if any.

2.3. The Operator may provide mandatory services and/or optional services which are chargeable to the Tenant over and above the License Fees (*hereinafter referred to as the 'Other Charges'*), details and frequency of which are stipulated under Annexure I hereunder.

2.4. It is agreed by the Tenant, that in case of any delay in payment of the License Fee and/or Other Charges, the Tenant shall be liable to pay an amount as penalty (*hereinafter referred to as the 'Fine'*), details of which are stipulated under Annexure I hereunder.

2.5. All the Municipal taxes and other taxes and levies in respect of the Licensed Premises will be paid by the Operator.

## **3. REFUNDABLE INTEREST FREE SECURITY DEPOSIT ('RIFSD')**

3.1. The Tenant shall deposit a sum of Rs. 7000 and keep deposited the said amount as security deposit to be advanced for the due observance and performance of this Agreement with and to the Operator (*hereinafter referred to as the 'Security Deposit'*).

3.2. The security deposit shall be refunded only after vacating the property. The Operator may use and adjust the Security Amount paid by Tenant against any damages or any amount pending from the Tenant.

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However, Operator's right is not limited to the Security Deposit to recoup Damage costs, and the Tenant remains liable for payment of the balance dues under this Agreement. Operator may at its discretion use the Deposit or any part thereof to cure any breach or default by the Tenant under this Agreement, or to compensate the Operator for any damage that occurs/is caused as a result of the Tenant act or omission to perform any of the Tenant obligations hereunder.

3.3. The Tenant shall not be entitled to request the Operator to apply or adjust the License Fees, Other Charges and/or Fine from the Security Deposit at any point of time during the Agreement Duration including the last month of the Agreement Duration.

3.4. The Security Deposit shall not carry any interest and shall be refunded to the Tenant within 30-45 working days after vacating the property post deductions, if any as per Clause 3.2.

3.5. In the event that any tenant prematurely vacates the premises for any reason prior to the expiration of the stipulated lock-in period, it is hereby expressly agreed that the security deposit shall not be subject to refund or reimbursement.

#### 4. **SERVICES**

4.1. The Operator shall provide a peaceful possession of the Licensed Premises to the Tenant along with Services included in the License fees as mentioned in Part A of Annexure II and other chargeable mandatory services and/or optional services mentioned in Part B of Annexure I, if any.

4.2. The Tenant shall also be provided usage of Furniture and equipments installed by the Operator in the Licensed Premises and the Property as mentioned in Part B, C and D of Annexure II (*hereinafter referred to as the 'Furnishings'*). However, the Tenant understands that such Furnishings are for shared usage by the Tenants and/or other occupants of the Property.

4.3. The Licensed Premises have standard fittings and fixtures (*hereinafter referred to as the 'Fixtures'*). If the Tenant desires to have any additional fittings and fixtures, the Tenant may do so at his/her cost and in compliance with the rules. The Tenant shall remove such fittings and fixtures on the termination of the agreement failing which they shall be deemed to be the property of the Operator.

4.4. The Operator shall be responsible for repairing any damages to the Furnishings and/or Fixtures caused by normal wear and tear. Complaints, service requests and/or communication of such damages shall be made by the Tenant via Crib App.

#### 5. **PURPOSE OF USE**

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5.1. The Licensed Premises shall be used and occupied by the Tenant as a private individual dwelling, only for Residential purpose and no part of the Premises shall be used at any time during the Agreement Duration by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than private dwelling.

5.2. The Tenant shall not use the Licensed Premises for any illegal or immoral purpose or carry out any activity or do anything, which constitute breach of any law.

## 6. **MANNER OF USE**

6.1. The Licensed Premises are given to the Tenant on personal basis and the Tenant will not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody else to occupy the premises or any part thereof. Nothing in this agreement shall be deemed to grant a lease and the Tenant agrees and undertakes that no such contention shall be taken up by the Tenant at any time.

6.2. The Tenant shall not be deemed to be in the exclusive occupation of the licensed premises and the Operator will have the right to enter upon the premises at any time during working hours to inspect the premises.

6.3. The Tenant shall maintain the Licensed Premises in good condition and will not cause any damage thereto. If any damage is caused to the premises or any part thereof by the Tenant or his agents the same will be made good by the Tenant at the cost of the Tenant either by rectifying the damage or by paying cash compensation as may be determined by the Operator (*hereinafter referred to as the 'Damages'*). Such damages may be deducted from the Security Deposit at the discretion of the Operator.

6.4. The Tenant shall not carry out any work of structural repairs or additions or alterations to the said premises. Only such alterations or additions as are not of structural type or of permanent nature may be allowed to be made by the Tenant inside the premises with the previous permission of the Operator.

6.5. The Tenant shall not cause any nuisance or annoyance to the other tenants of the property or people in the neighbourhood and shall not store any hazardous or illegal goods on the premises.

6.6. The Tenant agrees and undertakes that in its absence from the Licensed Premises, for any reason, whatsoever, he/she shall ensure that all its personal belongings are locked in a suitcase and/or cupboard and that he/she shall not leave any valuables in the Licensed Premises during his/her absence. It is further agreed by the Tenant that the Operator and/or its representatives on the Licensed Premises shall not be responsible or liable, in any manner whatsoever, for

loss/damage of any of his/her personal belongings from the Property and/or the Licensed Premises.

6.7. The Tenant agrees to abide by and conform to the rules, regulations, applicable laws, Policy on drug & substance abuse, admin notices, privacy policy, disciplinary policies and House Rules, along with any amendment(s) to the same, put in place by the Operator, and/or mentioned on the website of the Operator, and/ or communicated to the Tenant via email or through any other medium, in the discretion of the Operator, including but not limited to, notice board, Crib App, and/or under this Agreement; along with any rules and regulations mandated by the respective Tenant Welfare Association/Local Governing Authority, as applicable for unhindered operation and management of the Property and/or the Licensed Premises (*hereinafter referred to as the 'Policies'*).

## **7. TERMINATION**

7.1. If the Tenant commits a breach of any term of this agreement then notwithstanding anything herein contained the Operator will be entitled to terminate this agreement without providing any notice and evict the Tenant, without incurring any liability.

7.2. The Tenant may terminate the agreement post the expiry of Lock-in Period as mentioned in Clause 1.2, subject to terms as per Clause 1.3 and Clause 1.4. In the event such termination takes place before the expiry of the Lock-in Period and/or without the Tenant providing the complete Notice period, the Tenant shall be liable to pay License fee, Other Charges and/or Fine for the pending duration of Lock-in & Notice on pro-rata basis (*hereinafter referred to as the 'Termination Charges'*).

7.3. On the expiration of the said Agreement Duration or earlier termination thereof, the Tenant shall hand over vacant and peaceful possession of the Licensed Premises to the Operator in the same condition in which the premises now exist subject to normal wear and tear.

7.4. The Tenant's occupation of the premises after such termination will be deemed to be that of a trespasser and without prejudice to the rights of the Operator to take appropriate action against the Tenant under this Agreement or under law, the Tenant shall be liable to pay License fee, Other Charges and/or Fine on pro-rata basis to the Operator for the said extended duration.

## **8. RENEWAL**

8.1. This Agreement is valid until the expiry of the Agreement Duration as mentioned in Clause 1.1. However, if agreeable to the Parties, an additional agreement extending the Term, for the duration as may be agreed between the Parties, may

be executed after expiry of the Agreement Duration (*hereinafter referred to as the 'Renewal'*).

8.2. Such renewal is subject to availability of the Licensed Premises and shall be done on revised terms and conditions including but not limited to Escalation of the License Fees as per the discretion of the Operator.

## **9. MISCELLANEOUS PROVISIONS**

9.1. INDEMNIFICATION - The Tenant shall indemnify and hold harmless the Operator and its representatives from and against any liabilities, claims, suits, actions, damages, arising as a result of any injury, loss of life, or damage to property sustained in or upon the Property and/or Licensed Premises, breach of obligations, duties, representations, warranties, and/or covenants made by the Tenant under this Agreement, or a breach of any applicable law which adversely affects the Operator's rights under this Agreement, due to which the Operator will suffer any damages and losses, including business losses and revenue losses. The Tenant agrees and undertakes to the Operator to indemnify and to keep indemnified of any obligations, covenants, and conditions thereof.

9.2. TENANT RELATIONSHIP - This Agreement creates no right, title, or interest, of any manner whatsoever, in favor of the Tenant, either in the Property or the Licensed Premises nor any other form of right to assert any claim, save and except availing of services being rendered by the Operator and shall be only constituted as a license to occupy the Licensed Premises and use the services provided by the Operator.

9.3. FORCE MAJURE - No failure or omission by the Operator in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of Operator, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock down and/or transportation embargoes.

9.4. ENTIRE AGREEMENT - This Agreement, along with the Annexure(s) and communications sent to the Tenant vide email and/or Crib App, and the addendum, if any, entered into between the Parties constitutes the entire understanding between the Parties. The said Agreement may not be changed or amended, except in a separate writing signed by both the Parties. This Agreement also supersedes any prior written or verbal arrangement and/or agreement made hereto before by the Parties with respect to the subject matter hereof.

9.5. REPRESENTATIONS AND WARRANTIES - Both Parties represent that they are fully authorized to enter into this Agreement. The

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performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9.6. SEVERABILITY - If any term of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, other than such terms, the remaining terms shall not be affected.

9.7. GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION - This Agreement shall be governed by and enforced as per the Laws in India and for the purpose of enforcement; the place of jurisdiction will be the city in which the Licensed Premises are located. All disputes shall be submitted for arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the parties hereto have put their hands the day and year first hereinabove written.

For the **Tenant**



**Sairaj Amit Bodhale**

Date: 1-July-2024

Place: Pune

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**Rishabh Soni**  
**OREX COLIVING SPACES PRIVATE LIMITED**

Date: 1-July-2024

Place: Pune



## Annexure I

### **Part A - Rent**

Rent	Rs 7000.0
Rent type	Monthly
Rent cycle (Due date)	1
Grace period	5 days

### **Part B - Other Charges**

#### 1. Onboarding charges

Charge type	-
Mandatory	Yes
Billing type	Fixed
Amount	0

### **Part C - Fine**

Chargeable	Yes
Type	Fixed



## **Annexure II**

### **Part A - Services included**

1. WIFI
2. Laundry
3. Housekeeping
4. Crib App

### **Part B - Furnishings in Property**

1. Fridge
2. Washing Machine
3. Microwave
4. Water Purifier
5. TV
6. Coffee Machine

### **Part C - Furnishings in Room**

1. Cupboard
2. Study Table
3. Chair
4. Bed with mattress
5. Wall Mirror

### **Part D - Room Option details**

1. Attached Washroom
2. Geyser
3. Window

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## House Rules

- 1) No Smoking in the room as well as in the premises. Fine shall be INR 2000/- if caught. Shall be warned twice before evacuation.
- 2) No drinking in the room as well as in the premises. Fine shall be INR 5000/- if caught. Shall be warned twice before evacuation.
- 3) No drugs in the room as well as in the premises. Fine shall be INR 5000/\* if caught. No warning! Direct evacuation with no refund.
- 4) Turn off you're lighting and everything when you leave the room. INR 500 shall be fine for the same!
- 5) Do not leave your valuables open in the room. Kindly keep it in the cupboard provided to you.
- 6) Don't talk loudly in the corridors.
- 7) No loud music in the room and corridor.
- 8) Do not enter the room or touch the stuff of other tenants without taking permission.
- 9) Do not knock on the doors of other rooms or apartments.
- 10) All tenants/students shall interact with the staff in a courteous manner.
- 11) After eating food, diners shall leave the cup, plate, waste food, etc. in the designated bins.

- 12) Internal argument is strictly prohibited on the premises.
- 13) Do not damage any things which belong to the property. The cost of damage will be fully recovered from him/her together with a penalty.
- 14) Outsiders/guests would only be allowed till 23:00 Hrs,
- 15) Tenants should cooperate in carrying out maintenance work in the premises and might need to vacate the room on a temporary basis. Alternate accommodation would be provided.
- 16) The common areas and surroundings are to be kept clean.
- 17) The resident shall not remove any fixtures, fittings, and furniture from any other rooms and get them fitted in their room.
- 18) Ragging is a punishable crime under Indian Penal Code. Any violation of this by the students will be dealt with very severely.
- 19) Students found indulging in any kind of sexual activity shall be permanently evacuation from the room with no refund. This includes physical abuse including all variants of it: sexual abuse, assaults, stripping, forcing obscene and lewd acts, gestures, and sex.
- 20) The visit of a person of the opposite sex to the room is strictly prohibited. The tenants of the opposite sex should not be found staying in the same room at any given point in time.
- 21) The visitors should not be in the same room as the opposite sex of the tenant.
- 22) If you're going out post 20:00 Hrs, the same needs to be informed to the property manager. (Only for students)
- 23) Management would not be held responsible if any mis-happenings of the tenants occur outside the premises.

24) Our housekeeping professional team will be cleaning the room under the property manager's supervision and the same would be done in your absence as well. Please lock your belongings inside the cupboards before leaving for office/college.

25) Tenants should not bring any pet animals into the common room or encourage such practice in the Hostel room as well.

26) Any inmates, who are found misbehaving/indulging in an activity that spoils the reputation of the institute, will be immediately suspended from the hostel

27) Random audits would be held in the presence of the tenants. Tenants need to cooperate.

28) Students should not spit/paste/scribble anything on the walls.

29) The resident shall not move any furniture from its proper allotted place and also not damage them in anyway.

30) The visit of men students to the women's floor and vice-versa is restricted.

31) Any case of theft should be reported promptly to the property manager.

**Tenant's Signature**

**Parent's/Guardian's Signature**