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Sold To/Issued To:
Sahil Arora
For Whom/ID Proof:
ZolostaysPropertySPL

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This Stamp Paper forms an integral part of the Agreement bearing unique ID No. CZ206AF222 , executed between Zolostays Property Solutions Private Limited and the Second Party

LEAVE AND LICENSE AGREEMENT

This Leave and License Agreement ("**Agreement**") is made at Hyderabad on 15-May-2023 ("**Execution Date**") and is effective from 2023-05-14 ("**Effective Date**"),

BY AND BETWEEN

Sathya Narayanan, aged about 33 years and permanently residing at B6, Sathyanand Niketan, Kalapatti, Coimbatore - 641048, Coimbatore, Tamil Nadu, (hereinafter referred to as the **LICENSEE** which expression shall wherever the context permits be deemed to include his/her legal heirs, successors, legal representatives and assigns) of the **FIRST PART**;

AND

1. Mr./Mrs./Ms. **Pradeep Kumar V** with PAN Card No. BHZPV8628J ;
2. Mr./Mrs./Ms. with PAN Card No. ;
3. Mr./Mrs./Ms. with PAN Card No. ;
4. Mr./Mrs./Ms. with PAN Card No. ;
5. Mr./Mrs./Ms. with PAN Card No.

(hereinafter collectively referred to as "**Licensor**" which expressions shall, unless contrary to the subject or context, be deemed to mean and include his/her successors, and assigns), of the **SECOND PART**;

AND

ZOLOSTAYS PROPERTY SOLUTIONS PRIVATE LIMITED having its registered address at No. 1190, 22nd Cross Road, Sector 3, HSR Layout, Bengaluru, Karnataka-560102, represented by Anoop U, Senior Manager - Customer Experience (hereinafter referred to as the "**Agent**", which expression shall, unless contrary to the context, be deemed to mean and include its successors and assigns) of the **THIRD PART**.

Licensor, Licensee and Agent shall hereinafter be individually referred to as a "**Party**" and jointly as "**Parties**".

WHEREAS:

1. The Licensor is the owner of and in possession of the Residential Dwelling Space situated at H. No 4-129 and 130, Road no 13, Survey of India housing society, near Ayyappa society, Madhapur, Hyderabad, Hyderabad, 500081 ("**RDS**")
2. The Licensee has approached the Licensor to allow the Licensee to occupy and use the RDS for residential stay on a leave and license basis during the License Term (*as defined hereinafter*) and Licensor has agreed subject to the terms and conditions hereinafter provided.
3. The Agent shall as an agent of the Licensor collect the License Fee (*as defined hereinafter*) and the Refundable Licensee Security Amount (RLSA) as interest-free security deposit from the Licensee during the License Term.
4. The Parties hereto are desirous of entering into this Agreement in respect of the said RDS on the terms and conditions and in the manner hereinafter set out.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, (i) capitalized terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following words and expressions shall have the following meanings:

"**License Fee**" shall have the meaning assigned to it in Clause 3.1;

"**Refundable Licensee Security Amount**" shall have the meaning assigned to it in Clause 3.2;

"**License Term**" shall have the meaning assigned to it in Clause 4.1;

2. POSSESSION OF THE PROPERTY

- a. In consideration of the License Fee (*as defined herein below*) payable by the Licensee to the Licensor, the Licensor does hereby permit the Licensee to occupy and use the RDS for residential stay on a leave and license basis during the License Term, which may be extended for such further period as may be mutually decided between the Licensor and the Licensee.
- b. The Licensee shall be entitled to enjoy a peaceful possession of the RDS subject to the compliance with the Rules and Regulations by the Licensee and notified by the Agent by appropriate means or on its website www.zolostays.com, subject to the Licensee honoring all obligations under this Agreement.
- c. The Licensee shall be entitled to use the furniture, fixtures, fittings and other amenities in the RDS as specified by the Agent from time to time.

3. FEES AND PAYMENTS

- a. In consideration of the license granted by the Licensor as set out in this Agreement, the Licensee shall pay a fixed amount of INR **11000** /- (INR **Eleven Thousand** only) ("**License Fee**"), payable in advance on or before the 7th (Seventh) day of each English calendar month, commencing from Effective Date, less any discounts or promotions offered to the Licensee at the time of entering into this Agreement.
- b. The Licensee shall pay a total sum of INR **11000** /- (INR **Eleven Thousand** only) as interest-free Refundable Licensee Security Amount ("**RLSA**") to the Licensor, to be collected and secured by the Agent, towards security for the due compliance of the terms and conditions of this Agreement.
- c. The RLSA less an amount equivalent to Rs.1,950/- (Rupees One Thousand Nine Hundred Fifty Only) (to be levied for any licensee on-boarded on and after November 1, 2021) shall be refunded to the Licensee on behalf of the

Licensor (“**Exit Fees**”). Such Exit Fees shall be payable by the Licensee towards maintaining the best practices of cleanliness and hygiene, carrying out sanitization and fumigation or fogging in each of the rooms in the RDS, except in the event the Licensee resides in the RDS for a period of 12 (twelve) months or more. In furtherance, the RLSA shall be refunded, subject to rightful deductions against possible damage/ loss related to the RDS by the Licensee. However, the RLSA shall not be refunded in the event of termination of this agreement pursuant to Clause 4 (b) (ii) of this agreement.

- d. The Licensee shall pay a total sum equivalent to INR **1180** /- (INR One Thousand One Hundred And Eighty only) to the Agent at the time of joining, as one time pre-booking fee.
- e. The Agent shall have the right to increase or decrease or alter the License Fee or the services provided to the Licensee by providing 7 (seven) days’ notice by appropriate means.

4. DURATION AND TERMINATION

- a. This Agreement shall commence on “Effective Date” and shall remain in force for a period of 11 (Eleven) months, unless terminated earlier in accordance with the terms of this Agreement (“**License Term**”). The License Term can be extended by mutual agreement between the Licensor and the Licensee in writing.
- b. This Agreement shall terminate upon expiry of the License Term or earlier, in the circumstances set out below:
 - i. by any of the Parties on the breach of the Agreement by any other Party where such breach is incurable, or where curable, it is not cured within a period of 30 (thirty) days’ of receipt of a written notice of such breach;
 - ii. by the Licensor or its Agent, with immediate effect in the event of non-payment of License Fee by the Licensee by the 10th of every month;
 - iii. by the Licensor, without cause, by providing 1 (one) day notice to the Licensee; and
- c. by the Licensee without cause by providing 30 (thirty) days’ notice to the Licensor.
- d. On the expiry or termination of this Agreement as provided herein:
 - i. The Licensee shall forthwith discontinue use of the RDS and ensure delivery of vacant possession of the RDS with the furniture and fixtures back to the Licensor. It is hereby agreed that the Licensor shall be entitled to remove any belongings of the Licensee, if any, without any liability and/ or claim from the Licensee.

5. COVENANTS OF THE LICENSEE

- a. The Licensee shall:
 - i. Abide by the Terms, Rules and Regulations as notified by appropriate means or through the website of the agent www.zolostays.com;
 - ii. use the RDS only for residential purpose and not any commercial, illegal or immoral activity;
 - iii. not do anything in the RDS which causes nuisance or annoyance to the other occupants in the neighborhood of the RDS;
 - iv. allow the Licensor and / or his duly authorised Agent(s) to inspect RDS at all reasonable times;
 - v. not make any structural alterations, change locking devices, modifications or additions in or to the RDS without taking the prior written consent of the Licensor; and
 - vi. not assign, transfer, sub-let, re-let or part with the possession of RDS to any other person.

6. REPRESENTATIONS AND WARRANTIES

- a. Each of the Parties hereby represents and warrants to the other Parties that:
 - i. it has full power, capacity and authority to execute, deliver and perform this Agreement;
 - ii. this Agreement upon execution and delivery by it shall constitute a legal and binding obligation on it enforceable against it in accordance with its terms; and
 - iii. there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

7. INDEMNITY

- a. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses arising out of or accruing from:
 - i. any misrepresentation or inaccuracy in, or breach of any representation and warranty provided in Clause 5 of this Agreement; and
 - ii. any breach of its obligations and covenants under the terms of this Agreement.

8. MISCELLANEOUS

- a. The Annexures shall be deemed to be a part of the Agreement. This Agreement constitutes the entire agreement between the Parties regarding the

subject matter and overrides any prior agreements (whether oral or written) between the Parties in this respect.

- b. Agent reserves the right to update and change the terms and conditions mentioned on the website www.zolostays.com at its discretion, without any prior notification to the Licensee.
- c. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, change in applicable laws, fires, floods, tsunamis, explosions, earthquake, embargoes, epidemics, pandemic, diseases, accidents, acts of God, threat of wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of governmental authority, shortages of materials, industrial emergencies and/or terrorist attacks ("Force Majeure Event").
- d. The failure by any Party to exercise or enforce any legal right or remedy which is contained in this Agreement shall not be deemed to be a waiver of such rights and remedies.
- e. Unless otherwise stated, all notices, approvals, instructions, demands and other communications given or made under this Agreement shall be in English and in writing and shall be given by display at the RDS at a prominent location, or by electronic mail, notification on mobile app, by personal delivery, or by sending the same by prepaid registered mail or courier addressed to the relevant Party at its address
- f. This Agreement shall be governed by the laws of India and the competent courts at Bengaluru will have exclusive jurisdiction over any dispute arising out of this Agreement.
- g. Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of the Licensee or over or upon the Premises or transferring any interest therein in favour of the Licensee other than the permissive right of use hereby granted.

FOR THE LICENSOR (AGENT)

Name: Anoop U

Associate Director - Customer Experience, ZoloStays Solutions Private Limited



FOR LICENSEE (Name & Signature):

EFFECTIVE DATE: 2023-05-14

ANNEXURE -1**RULES AND REGULATIONS FOR THE RESIDENTS****1. ONBOARDING POLICY-**

- a. No customer would be allowed to onboard without the complete payment of the License Fee and the RLSA and KYC process completion.
- b. In case someone is not able to pay the amount in full they have to pay at least the RLSA wherein the balance License Fee has to be paid within 48 hours, subject to approval from Central Support Team of Zolostays.

2. GUEST POLICY -

- a. Guests of the opposite gender are allowed to visit only in the common areas and not inside the room or flat.
- b. Residents would need to take an approval from Central Support of Zolostays for booking guest stay and make necessary payments for guests' overnight stay depending on the duration of stay.

3. MONTHLY RENT POLICY

- a. Your monthly License Fee is accepted via the Zolo mobile application and website only. Please be informed that cash is not an acceptable mode of payment and any payments made via this mode shall not absolve you of your liability to pay the License Fee.
- b. For your first month of stay, License Fee has to be paid before check-in. For every subsequent month, License Fee has to be paid by the 7th of each month, in advance.
- c. If the License Fee payment is delayed, the following penalty amounts will be applicable:
 - i. From the 8th to the 10th day of the month, a penalty of Rs.500/day shall be imposed
 - ii. If the License Fee remains unpaid even until the 10th day of the month, you shall be liable for immediate eviction. Complete forfeiture of deposit amount and legal action may follow, if required.
 - iii. We have made a promise to pay our dues to service providers who ensure a comfortable stay for you. To keep that promise, we need you to make timely payments.

4. EXIT REFUND POLICY

- a. All refunds are made online, no cash refunds are possible
- b. Your security deposit is fully refundable subject to:
 - i. Clearance of dues
 - ii. Payment of Exit Fees
 - iii. Return of items issues at the time of onboarding
 - iv. No damages caused
 - v. Completion of 30 days' notice period
 - vi. Timely payments
- c. In case you have made an excess payment, it will be refunded along with the RLSA.
- d. Refunds would be processed within 5-7 working days post exit from the property, provided you have submitted your bank account details correctly and completely.

5. NOTICE EXTENSION/CANCELLATION POLICY

- a. A cancellation or extension ticket can be raised on the Zolo mobile application, if desired.
- b. Acceptance of cancellation and extension is subject to availability.
- c. Please submit your cancellation/extension requests at least 7 days in advance of your original exit date.
- d. At the time of extension, all dues should be cleared.
- e. Extension or cancellation requests can only be accepted once for free. Subsequent notice extension or cancellation requests will attract penalties.

6. PRE-BOOKING CANCELLATION POLICY

- a. Each customer would have to pay a one-time pre-booking fee of Rs. 1000/-, which is a non-refundable.
- b. Payment of booking charges means the customer has confirmed his stay with us on the said date of joining and it is assured that the person will be allocated a bed at the time of joining.
- c. There will be no refund if the customer cancels the booking/fails to move in on his mentioned date of joining.

7. FOOD SUBSCRIPTION POLICY -

- a. Meals are subject to availability at each property. Please check at the time of booking whether meals are provided at your property or not.
- b. Food charges can be part of the License Fee or it can be incremental to License Fee if it is on a subscription basis. Please refer to www.zolostays.com to get the details about it for the property you belong to.

8. ELECTRICITY CHARGES –

- a. Electricity charges can be covered as a part of the License Fee or it can be incremental to the License Fee. Please refer to www.zolostays.com to get

the details about it for the property you belong to.

b. In case if the electricity charges are to be borne by the residents, these charges will be passed on to residents by following method –

- i. Electricity meter readings will be taken latest by the 28th day of the month.
- ii. Based on meter previous meter readings taken, electricity unit consumptions will be calculated for the said period
- iii. Based on the number of units consumed, appropriate per unit charge (as per electricity distribution company's calculator) for that usage slab in INR will be used to calculate the electricity charges for the respective meter.
- iv. Electricity charge, including the common area, for the meter will be distributed among the residents covered by it in proportion to their number of days stay in the month, as per joining date. Electricity charges for two residents in a flat/room can differ if their number of days stay is different.
- v. In case if a customer is exiting from the property in the middle of the month, the average per day bill for the customer for the previous month will be used to calculate the pro-rata electricity charges for days post last billing date.

c. We do not use/share original electricity bills for splitting/charging electricity to customers because –

- i. The meter reading dates are different for different meters in the same property, so the bills cannot be properly split and allocated to all the customers at one go.
- ii. There are frequent discrepancies in the meter readings calculated by electricity boards. We do not want our customers to be adversely affected by it.
- iii. The electricity bill is generated with almost a month's delay from the electricity distribution company. It is very likely that by that time some of the customers who have used the accounted electricity can exit the property putting their burden on other residents left behind. We don't want our customers to suffer because of freeriding of a few individuals.

IMPORTANT NOTE: Above mentioned "Rules and Regulations for the Residents" are subject to change with time and circumstances. The residents will be informed about changes in "Rules and Regulations" through appropriate communication channels and our website www.zolostays.com.