

LEAVE & LICENSE AGREEMENT

This Leave & License Agreement ('Agreement') is executed between **Owner** AND **Tenant**.

Owner and Tenant are together referred to as '**Parties**' and individually as '**Party**'.

A. Owner is entitled to rent out the Property described below on leave and license basis.

B. Tenant intends to take the Property on leave and license from Owner for residential purposes and Owner has agreed to provide the same.

C. Owner has authorised Nestaway Technologies Pvt. Ltd. as its Agent to sign and administer this leave and license agreement.

Owner Name	Vineet Kumar Jaiswal
Owner Address	Dr. Vijay Jaiswal, R-14, LLRM college, Meerut, Uttar Pradesh, India, 250004
Owner PAN Number	ALGPJ6664G
Owner Email/Phone Number	vineetjass@hotmail.com / 9873947198
Tenant Name	Abid Mushtaq
Tenant Permanent Address	Qazigund Kuri Gam, Anantnag, Jammu and Kashmir -192221
Tenant Email/Phone Number	mushtaqabid129@gmail.com / 9148880113
Monthly License Fee (Rent)	INR 28,500
Property Address	101, Sri Balaji Emerald, Serenity Layout, Kaikondrahalli,, Bengaluru, Karnataka, India, 560035
License/Rent Start Date	30 September, 2020
License Fee Due Date	5th of every month in advance
Duration of License	11 months
Security Deposit	INR 57,000
Lock In Period	180 days
Early Termination charges	Equivalent to one month Rent
Painting Charges	Equivalent to one month Rent

NOW, THIS AGREEMENT CONTAINS THE CONDITIONS OF LICENSE GRANTED TO TENANT

1. **RENT:** The Rent for a month shall be paid by Tenant in advance on or before the Due Date. Maintenance charges shall be paid by Tenant on actuals as and when they become payable. Late payment charges shall be levied in case of delay in payment of Rent beyond the Due Date.
2. **REFUNDABLE SECURITY DEPOSIT:** Security Deposit shall not carry any interest. Security Deposit will be refunded to the Tenant at the time of handover of Property from Tenant to Owner on expiry or termination of agreement after deducting unpaid charges/damages.
3. **LIMITED LICENSE:** Tenant agrees and understands that he/she is granted a limited license to use the Property only for residential purposes subject to timely payment of license fee and other charges. Owner shall be entitled to enforce a lock-out to the Property by using digital or other physical locks if Rent or other charges are not paid. The lock out will be removed only on clearance of payments.
4. **TERMINATION WITHOUT CAUSE:** Subject to any lock in, either Party may terminate this Agreement without cause by an advance written notice of 10 days. If Tenant, moves out before expiry of lock in, Early Termination Charges are payable by Tenant.
5. **TERMINATION FOR CAUSE:** Owner is entitled to immediately terminate this Agreement in case License Fee/Utility charge is not paid on Due Date or in case of any illegal activity; non-completion/negative police verification; drugs; prostitution; damage to Property or amenities; non-cooperation with RWA in maintaining Property; nuisance/ unruly conduct/ disturbing peace by Tenant etc. Termination is in addition to other remedies available to Owner.
6. **MAINTENANCE OF PROPERTY:** Tenant shall use the Property carefully and not cause any damage to the Property, common area, furniture and amenities. In case of damage beyond day-to-day wear and tear, Owner shall be entitled to claim the damage from the Tenant.
7. **RENEWAL:** This Agreement is valid for the duration of the Term only. If agreeable to Parties, an addition agreement shall be executed after expiry of the Term on mutually agreed terms including any License Fee increment.
8. **NOTICES:** Any notice may be served through email or through a physical letter delivered by registered post to the registered addresses or to the Property. For delivery through email, a delivery receipt will be considered as proof of delivery.
9. **ENTIRE AGREEMENT:** The terms and provisions issued pursuant thereto form the entire and final Agreement between the Parties. No modification, amendment or waiver of any provisions of this Agreement will be effective unless made in writing with mutual consent.
10. **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.
11. **GOVERNING LAW & JURISDICTION:** 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 Property is located.
12. **STAMP DUTY:** Payment of stamp duty or any deficiency in stamp duty on this agreement shall be the responsibility of the Tenant.
13. **UTILITY CHARGES :** The Tenant shall pay all utility costs (electricity [including common area electricity charges and electricity charges for lift, water motor etc.], water and other utilities) after move-in based on actual usage and rates. The Owner may install devices to measure the consumption of the Tenant and the measurement by such devices shall be final.