

ZOLOSTAYS PROPERTY SOLUTIONS PVT. LTD.



SHYAM DASS STAMP VENDOR GURGAON	
13 FEB 2020	
Sr. No.	2807
Purpose	
Signature	

LLA (LEAVE AND LICENSE AGREEMENT)

This Leave and License Agreement made at "Gurugram" on this 16th day of July 2020 entered into between RUMZAN SHEIKH, s/o / d/o Mr. MOHAMMAD MURJAN aged about 34 years and permanently residing at Guwahati, hereinafter referred to as the Licensee; having PAN Card No.: ASKPR9145B

AND

1. Mr. Bir Singh aged about 50 years residing at House-No-324 Post Office Nathupur Gurgaon Haryana-122002 with PAN Card No. AWCP51245F 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 FIRST PART;

AND

ZOLOSTAYS PROPERTY SOLUTIONS PRIVATE LIMITED having its registered address at 1190, 22nd Cross Rd, Sector 3, HSR Layout, Bengaluru, Karnataka 560102 (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 Licensors are the owners of and in possession of the residential Dwelling Space (RDS) situated at named U-55 Akash Apartment DLF Phase-3 Sector 24 Gurgaon Haryana-122002.
2. The Licensee has approached the Licensors 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 Licensors have agreed subject to the terms and conditions hereinafter provided.
3. The Agent shall as an agent of the Licensors 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;

"Effective Date" shall have the meaning assigned to it in Clause 4.1;

2. POSSESSION OF THE PROPERTY

- 2.1. In consideration of the License Fee (as defined herein below) payable by the Licensee to the Licensors, the Licensors do 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 Licensors and the Licensee.
- 2.2. The Licensee shall be entitled to enjoy a peaceful possession of the RDS subject to the compliance with the Rules and Regulations set by the Licensee and the Agent and notified by the Agent in Annexure 1 in this Agreement and/or on its website www.zolostays.com, subject to the Licensee honoring all obligations under this Agreement.
- 2.3. 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

- 3.1. In consideration of the license granted by the Licensors as set out in this Agreement, the Licensee shall pay a fixed License Fee of INR 8500 (INR Eight Thousand Five hundred only), payable in advance on or before the 7th (Seventh) day of each English calendar month, commencing from "Effective Date", apart from any discounts or promotions offered to the Licensee at the time of this Agreement.
- 3.2. The Licensee shall pay a total sum of INR 8500 (INR Eight Thousand Five hundred only) as interest-free Refundable Licensee Security Amount (RLSA) to the Licensors, to be collected and secured by the Agent, towards security for

- 5.1.3. pay the License Fee and all other applicable fees for the Amenities provided (as mentioned in Annexure-2) by the Agent and the Licensor, on or before the communicated due date;
- 5.1.4. not do anything in the RDS which causes nuisance or annoyance to the employees of the Agent, other occupants in the RDS and in the neighborhood of the RDS;
- 5.1.5. allow the Licensor and / or his duly authorized Agent(s) to inspect RDS at all reasonable times;
- 5.1.6. 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;
- 5.1.7. not assign, transfer, sub-let, re-let or part with the possession of RDS to any other person or organization

6. REPRESENTATIONS AND WARRANTIES

- 6.1. Each of the Parties hereby represents and warrants to the other Parties that:
 - 6.1.1. it has full power, capacity and authority to execute, deliver and perform this Agreement;
 - 6.1.2. in case if the resident who is supposed to be staying in the RDS is a minor, he/she shall be represented and warranted by his/her parents/guardians for the purpose of this Leave and License Agreement;
 - 6.1.3. 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
 - 6.1.4. 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

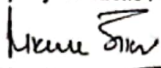
- 7.1. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses arising out of or accruing from:
 - 7.1.1. any misrepresentation or inaccuracy in, or breach of any representation and warranty provided in Clause 6 of this Agreement;
 - 7.1.2. any breach of its obligations and covenants under the terms of this Agreement
- 7.2. The Licensee agrees to indemnify the Licensor and the Agent from and against any and all claims, actions, suits or proceedings, as well as any and all losses, damages, mental and bodily harm, liabilities, costs and expenses arising out of or accruing from:
 - 7.2.1. any misbehavior or action of criminal intent, of other co-occupants sharing the RDS with the Licensee
 - 7.2.2. any misbehavior or action of criminal intent, of any agent appointed by the Agent for providing the services to the Licensee

8. MISCELLANEOUS

- 8.1. 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.
- 8.2. 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.
- 8.3. 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 acts of God, war, earthquake, embargoes, government orders or any other force majeure event.
- 8.4. The failure by any Party to exercise or enforce any legal right or remedy which is contained in this Agreement will not be deemed to be a waiver of such rights and remedies.
- 8.5. 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
- 8.6. 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.
- 8.7. Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favor of the Licensee or over or upon the Premises or transferring any interest therein in favor of the Licensee other than the permissive right of use hereby granted.

FOR THE LICENSOR (AGENT):

For ZoloStays Property Solutions Pvt. Ltd.


Director

Name: Dr Nikhil Sikri

Director, Zolostays Property Solutions Pvt. Ltd.

FOR LICENSEE:

Name: RUMZAN SHEIKH

Contact No: 8746060900

Email ID: rumzi4ever@gmail.com

EFFECTIVE DATE: 16 July 2020

WITNESS (Caretaker) (Name & Signature): IZAZ