

LICENSE AGREEMENT

This License Agreement (hereinafter referred as “**Agreement**”) is executed on the Booking Date (“**Execution Date**”)

by and between:

HMR HOSTELS PVT. LTD., a Private Limited Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at A-1/42, Panchsheel Enclave, New Delhi-110017, India (hereinafter referred to as “**HMR HOSTELS**” or “**Licensor**”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to include its successors, affiliates and assigns) of the **FIRST PART**;

AND

Resident (hereinafter referred to as the “**Licensee**”, which expression shall, unless it be repugnant to the context or meaning hereof, mean and include his/her/its legal heirs and permitted assigns) of the **SECOND PART**.

(Licensee and Licensor shall hereinafter individually be referred to as “**Party**” and collectively as “**Parties**”. Capitalized words used but not defined herein shall have the same meaning as ascribed to such terms in the **Resident Onboarding Form**.)

WHEREAS:

- A. The Licensor is engaged in the business of operating and managing co-living spaces and on boarding eligible guests in such spaces for an agreed duration.
- B. The Licensee, through the online platform HMRHOSTELS.COM (“HMR HOSTELS Platform”) has approached the Licensor with a request to provide to the Licensee, temporary use of the Unit in the Property along with use of the associated common areas on non-exclusive basis, for residential purpose on license basis (“**Purpose**”).
- C. In consideration of the Licensee agreeing to pay the Usage Charges (defined hereinafter) and all other charges as stated in this Agreement, the Licensor has agreed to enter into this Agreement with the Licensee on the terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. GRANT OF LICENSE AND TERM:

- 1.1 The Licensor hereby grants to the Licensee a revocable leave and license, to use the Unit, without creating any tenancy rights, title and/or interest in favour of the Licensee, for a period of 11 (eleven) months commencing from the Execution Date (“**Term**”). It is hereby agreed by the Parties that the Licensor shall have the right to change the Unit at its own discretion by providing a prior notice of 1 (one) week to the Licensee. The Term may further be renewed by way of a fresh agreement in writing by the Parties and at such terms and conditions as maybe determined by the Licensor, provided that:
 - a. The Licensee has communicated to the Licensor by a written notice through HMR HOSTEL Platform, at least 15 (fifteen) days prior to the expiry of the Term, his/her intention to renew the Agreement.
 - b. The Licensee has been performing all its obligations under this Agreement to the satisfaction of the Licensor including payment of Monthly Usage Charges and no breach or default notice has been issued by the Licensor
 - c. The Licensee has agreed to pay the escalated Monthly Usage Charges or such other additional amounts or charges as maybe determined by the Licensor for the renewed term.
- 1.2 If the Licensee books the Unit and does not move –into the Property and terminates this Agreement before the Move-In Date, then this Agreement shall stand canceled or terminated and the Licensee shall be bound to

pay the Cancellation Charges. Move-In Date for the purposes of this Agreement shall mean the date from which the Licensee is desirous of physically occupying the Unit/or actually moves into and starts occupying the Unit.

2. USAGE CHARGES:

- 2.1 The Licensee shall pay the Token Deposit amount on the Booking Date and the Monthly Usage Charges from the Move-In-Date, in the manner set out in **Annexure A**. The Token Deposit amount shall be adjusted against the Monthly Usage Charges payable by the Licensee for the 1st (first) calendar month from the Move-In- Date.
- 2.2 The Monthly Usage Charges shall be payable to Licensor monthly in advance by the 1st(first) day of each calendar month by way of payment links shared by HMR HOSTELS. For ease of reference, HMR HOSTELS Platform and HMR HOSTEL'S website shall be collectively called as "Website".
- 2.3 The Licensor reserves the right to collect late payment charges (for non-payment or delayed payment by the Licensee) and other special charges (if any) from the Licensee as set out in **Annexure A**.
- 2.4 In the event of failure to pay the Monthly Usage Charges within a period of 05 (five) days from the due date by the Licensee, the Licensor shall issue a warning notice to the Licensee for paying the Monthly Usage Charges within 7 (seven) days from the date of issue of such warning notice. If the Licensee fails to make the payment within the said 7 (seven) days' notice period, the Licensor shall have the right to terminate the Agreement. In such event, the Licensee agrees to vacate the Property immediately and the Licensor shall have the right to enter into the Unit and sell/ auction all the movable properties therein of the Licensee, to recover its dues and the Licensee agrees that it shall not have any objection to the same.
- 2.5 The Licensor, with or without prior notice, may effect escalation in the Monthly Usage Charges and other charges any time during the Term and/or at the time of renewal of the Agreement and the Licensee shall be liable to pay the same. The latest Monthly Usage Charges and other additional charges payable are available on the website of HMR Hostels and the Licensor reserves the right to change, alter or increase the same with or without notice to the Licensee. The Licensee agrees to pay such escalated and additional charges and comply with the terms and conditions in relation to the same on from the date they are updated /made effective on the Website.
- 2.6 The license to use the Unit is limited only to the Licensee hereunder. If Licensee's friends or family are desirous of staying in the Property, then the same shall be permitted subject to such additional documentation and charges as the Licensor may specify from time to time on the Website.
3. **INTEREST FREE REFUNDABLE SECURITY DEPOSIT:** The Licensee has paid to the Licensor an Interest Free Refundable Security Deposit ("IFRSD") equivalent to 1 (one) month Monthly Usage Charges simultaneous to the execution of this Agreement and along with the Police Verification Charges, the receipt of which the Licensor acknowledges.
 - 3.1 It is agreed between the Parties that IFRSD shall always be equivalent to the Monthly Usage Charges. In the event the Monthly Usage Charges are increased by the Licensor during the Term / renewal of this Agreement, the differential amount shall be paid by the Licensee to Licensor along with the Monthly Usage Charges for the succeeding month.
 - 3.2 The Licensee agrees that within 15 (fifteen) working days from the date of vacation of the Unit by the Licensee, the Licensor shall refund the balance IFRSD amount to the Licensee, without any interest thereon after deduction and/or adjustments of the any and all outstanding dues / penalties / fine / interests / damages, pro-rata unpaid utilities, claims for any loss or damage to the Unit and the properties of the Licensor by the Licensee and late payment charges including the charges set out in **Annexure A**. The Licensor's of the deductions shall be final and binding on the Licensee.
 - 3.3 The Licensor shall have the right to forfeit the IFRSD terminate this Agreement and require the Licensee to vacate the Property, in the event:
 - 3.3.1 The Licensee terminates this Agreement any time after the Execution Date and prior to the expiry of the Term, without prior written notice of 15 (FIFTEEN) days to the Licensor on HMR HOSTELS Platform;
 - 3.3.2 The Licensee terminates this Agreement any time after the Execution Date and prior to the expiry of the Term, The Licensor will forfeit 50% of the IFRSD if any prior written notice is not given within 7 (seven) days.
 - 3.3.3 The Licensee terminates this Agreement any time after the Execution Date and prior to the expiry of the Term, The Licensor will forfeit the complete IFRSD amount if any prior written notice is not given within 3 (three) days.
 - 3.3.4 The Licensee fails to pay the Monthly Usage Charges for 10(ten) days from the due date.
 - 3.3.5 The Licensee is in breach of the terms of this Agreement.

- 3.3.6 Written complaint has been received from the housing society/association in which the Unit is situated or by other resident of Property against the Licensee and/ or Licensors or by another co-resident against the Licensee for violation of reasonable community living guidelines by the Licensee.
- 3.3.7 In the event of the Licensee using the Property or Unit for reasons other than the agreed Purpose. Non-adherence of the house rules by the Licensee as set out in **Annexure B**.
4. **UTILITIES AND OTHER CHARGES:** The Licensee shall make payment of proportionate electricity charges and utility charges for its Unit as per the individual unit metering installed in the Unit. Payment with respect to the Utility Charges of the Property shall be done by the Licensee as per Annexure A. The Licensee shall be solely responsible for ensuring that the Utility Charges are paid in time for uninterrupted use and enjoyment of electricity and utilities by the Licensee.
5. **RELOCATION CHARGES:** In case the Licensee decides to relocate to another unit in the same Property, the same shall be subject to availability and payment of shifting charges to HMR HOSTELS as applicable. However, the relocation shall be permitted only from the start of the next billing cycle; that is from the 1st (first) calendar day of the subsequent month.
6. **COVENANTS OF THE LICENSEE:** The Licensee shall:
 - 6.1 Provide all documents and information for police verification and co-operate with the Licensors for the same;
 - 6.2 Use the Unit only for the Purpose and maintain the structural integrity and upkeep of the Unit during the Term;
 - 6.3 Not store any hazardous goods such as inflammable items, fire arms, lighters, gas cylinders, fire torches, insecticides, electric heating rods in the Unit/Property or in the surrounding areas of the Property;
 - 6.4 Not do anything in the Unit/Property or in the surrounding areas of the Property, which is or is likely to cause a nuisance to the other occupants of the units located in the Property or prejudice in any manner the rights of HMR Hostels in respect of the Property/Unit;
 - 6.5 Not undertake or abet any unlawful activities prohibited by law in the Unit/Property or in the surrounding areas of the Property;
 - 6.6 Ensure that his/her guests visit the Property during the specified visiting hours only and do not stay overnight;
 - 6.7 Not make or permit any third party to undertake any alteration or addition to the construction or arrangements (internal or external) to the Unit;
 - 6.8 Allow HMR Hostels to inspect the Unit at reasonable hours without prior intimation;
 - 6.9 Not have any objection if the Licensors want to show around the Unit and Property to intending new guest(s) /customer(s) and the Licensee during the termination notice period as specified in clause 7 hereto; and
 - 6.10 Follow the house rules as set out in **Annexure B**.
7. **TERMINATION AND CONSEQUENCES OF TERMINATION:**
 - 7.1 Termination without cause: This Agreement may be terminated anytime:
 - 7.1.1 During the Term by the Parties with mutual consent; or
 - 7.1.2 By either Party without any cause by giving a prior written notice of 30 (thirty) days
 - 7.2 Termination with cause: The Licensors shall have the right to terminate this Agreement forthwith and without any notice in the event of breach of the terms of this Agreement by the Licensee.
 - 7.3 Consequences of Termination and/or Expiry: In the event of termination or expiry of this Agreement, the Licensee shall:
 - 7.3.1 Immediately pay to the Licensors all outstanding dues and charges as of the date of termination or expiry of this Agreement and vacation of the Property by the Licensee, whichever is later;
 - 7.3.2 Vacate the Unit and Property and remove all his/her goods and belongings therefrom; and
 - 7.3.3 Expect refund of IFRSD within 15 (fifteen) working days from the date of vacation of the Unit.
 - 7.4 In the event of the Licensee failing and/or neglecting to remove himself/herself and/or his/her articles from the Unit on expiry or earlier termination of this Agreement, the Licensors shall be entitled to recover damages equivalent to 2 (two times) the Monthly Usage Charges for the period the Unit is not vacated and /or alternatively stop the entry of the Licensee shall be entitled to remove the Licensee and his/her belongings from the Unit.

Additionally, if the Unit is closed / locked by the Licensee consecutively for 7 (seven) days, without any intimation to the Licensor, and as a result of the Unit being unattended to from inside, there is apprehension or threat to the safety and security of the Unit and/or the other occupants and users of the Property, then the Licensee authorizes the Licensor to enter into the Unit and take possession thereof without any intimation to or approval from the Licensee.

- 7.6 Notwithstanding the foregoing, the aforementioned recourse is in addition to any other rights and remedies that the Licensor may have against the Licensee under law.
8. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Agreement shall be governed by the laws of India. Each Party hereby submits to the sole and exclusive jurisdiction of the courts at New Delhi, India. In the event of any dispute arising at any time between the Parties hereto in relation to this Agreement, the same shall be referred to a single arbitrator appointed mutually by the Parties. All such arbitration proceedings shall be held in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The language for arbitration proceedings shall be in English only.
- 8.1 **Additional Terms and Conditions** By accepting this Agreement, the Licensee also accepts the additional online terms and conditions as made available on the Website and which shall constitute an integral part of the Agreement. The Licensee agrees that the terms and conditions on the Website are subject to change with or without notice and agrees to abide by such changed terms as and when from the date they are applicable. In the event, there is any conflict between the terms of this Agreement and the terms and conditions in case of any conflict arising out of differences in the agreements and the terms and conditions as mentioned in the Website, then the terms and conditions as there on the Website shall prevail. The Licensor will not be liable in case of any unforeseen or untoward incident that might result in the death/ grievous injury to the tenant while his stay in the hostel premises.
- 8.2 **Notices, Escalations, Communications:** Any notice, letter or communication under this Agreement, to be made, served or communicated by the Parties shall be through **HMR HOSTELS Platform**. All escalations and support emails should be addressed to the warden or HMR HOSTELS. The Licensor shall also be entitled to send notices through e-mail to Licensee. Any communication to or through an HMR HOSTELS personnel or representative shall not be binding on HMR HOSTELS.
- 8.3 **Indemnity:** The Licensee shall indemnify and hold harmless the Licensor against all claims, demands, actions, suits or cause of actions arising from any act or omission of the Licensee or arising out of breach of the terms and conditions by the Licensee under this Agreement.
- 8.4 **Waiver:** Failure of either Party at any time to require performances of any provision of this Agreement will not affect such Party's right to require full performance at any time thereafter. Any waiver by either Party of a breach of any provision hereof shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it against any subsequent breach by the other Party.
- 8.5 **Severability:** In the event any part of this Agreement is held to be unenforceable in any respect, the enforceability of the remaining portions of this Agreement will not be affected.
- 8.6 **Amendment:** This Agreement shall not be subject to any change, amendment or modification except by the execution of an instrument in writing by the Parties hereto and to the extent as modified on the Website.
- 8.7 **Assignment:** HMR HOSTELS shall have the right to assign, convey or delegate this Agreement to any of its group companies or third party(ies).
- 8.8 **Costs:** The Licensee shall bear the costs incidental to the drawing and preparation of this Agreement.
- 8.9 **Counterparts:** This Agreement may be executed in several counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT THROUGH THEIR RESPECTIVE REPRESENTATIVES ON THE DATE, MONTH AND YEAR MENTIONED HEREINABOVE.

<i>Accepted by Licensor</i>	<i>Accepted by Licensee</i>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>

Annexure A

1.	License Cycle	First day of the month to last day of the month.
2.	Monthly Usage Charges	AS FOLLOWS:
	Payment Due Date	First Ten Days of every calendar month; payable in advance.
	Payment Last Due Date	10 th day of every calendar month
	Late Payment charges	INR 100/- per day after 10 th day of every calendar month
	Inclusions	<p>Following shall form part of the rent:</p> <ul style="list-style-type: none"> (i) Initial fitting and furnishing charges (ii) Common area DTH connection and Wi-Fi charges (fixed plan)(not in rooms) (iii) Periodic housekeeping charges (iv) Caretaker charges (v) Community events (occasionally as per discretion of Licensor) <p>Applicable GST shall be levied upon the above.</p>
	Exclusions	<ul style="list-style-type: none"> (i) Electricity and charges (regular as well as inverter/DG usage) for the room on prepaid basis through individual room meters, subject to increase of utility charges increased by the concerned utility department in force. (ii) Any items that is not covered under furnishing & fitting. (iii) Housekeeping charges in the event necessitated on account of misuse of the Property by the Licensee. (iv) Daily wear and tear expenses like bulb /tube light replacement, etc. (v) Consumables for housekeeping at actuals.

Annexure B

HOUSE RULES

1. Residents are expected to take care of their belongings at all times.

Residents should keep their valuables locked in their own custody safely. HMR HOSTELS is not responsible for any theft or mishap occurring to a Resident on account of any other Co-Residents or act of any third party. Also, any unexpected damages occurred by externalities like theft, electricity outage etc would be outside the purview of HMR HOSTELS's responsibilities.

2. Residents are expected to take due care and make reasonable usage of all the furniture, appliances, infrastructure and services in the premises.

Residents are expected to share common amenities and spaces in a cordial way without bothering other co-residents. Cost of any repairs/replacements for any damages in the room or the common area caused by a Resident will be recovered immediately or adjusted in his/her IFRSD. Any damages in common area or within room, where there are multiple roommates in a room, will be evenly distributed amongst all active residents, unless the actual culprit is brought forward by the community unanimously. Residents are also expected to keep the premises clean from any spillovers and damage.

3. Residents are expected to recharge electricity and make payment directly via the prepaid meters.

Resident shall be responsible for recharging their prepaid meters, provided by HMR HOSTELS, for their electricity consumption. Electricity recharge to be done directly by the residents through the online channel communicated by HMR HOSTELS.

HMR HOSTELS shall not be recharging any of the meters or arbitrate amongst the Co-Residents in case there is a dispute between the Co-Residents regarding the same.

4. Residents are expected not to tamper or fiddle around with the Prepaid Electricity Meters, WiFi Routers, CCTV Cameras, Locks, TV etc provided in the facility.

HMR Hostels has a zero tolerance policy towards any infrastructure damage as this has serious ramifications on its service delivery. CCTV cameras installed in the facility are not meant for Resident's viewing in any case and cannot be demanded as matter of right. Any Resident found tampering/fiddling with the same would be asked to vacate the facility immediately with his/her IFRSD forfeited.

5. Residents are expected to maintain cordial behavior with other Co-Residents. Any kind of verbal or physical abuse affecting the living environment will not be tolerated.

HMR HOSTELS shall not be responsible for the interpersonal behavior of any Resident(s) and arbitration of any disputes between any of the Residents. Any act of abuse or vandalism of any kind will lead to immediate termination from the facility with forfeiture of IFRSD and possibility of legal action by HMR HOSTELS based on the gravity of the situation.

6. Residents are expected to be responsible for their guests' behavior in common areas and are NOT allowed to entertain them in their rooms or for overnight stays.

Guest policy of HMR HOSTELS allows the Residents to occasionally entertain guests in the facility, with prior permission of HMR HOSTELS staff and property manager, without causing discomfiture to other Co-Residents. They are expected to be responsible for reasonable behavior of their guests and ensure that there is no conflict on account of the same. Guests for visits should exit the premises by 10 PM. Overnight stay of the guests is allowed only after taking HMR HOSTELS's prior permission- not more than 2 guests are allowed to stayover at any time. Sleeping the common spaces is not encouraged.

Any complaints by the other Co-Residents on account of the same could lead to strict penal action against the offending Resident.

7. Residents are expected to behave professionally with HMR HOSTELS staff and abide by the guidelines of harmonious stay at HMR HOSTELS.

HMR HOSTELS reserves the right to showcase the rooms in the facility to other prospective clients at all times. Interrupting any sales visit or causing any direct or indirect disruption in the same will lead to penal financial implications for the offending Resident.

Misbehavior or misconduct (physical or verbal) with the Property Manager, Chef, Housekeeper, Guard or other staff in HMR HOSTELS property will lead to immediate termination of stay at HMR HOSTELS with forfeiture of IFRSD. Depending upon the gravity of the matter, HMR HOSTELS reserves the right to take legal action against the offending Resident.

8. Discouragement of illegal activities and sexual harassment.

Any indecent / illegal conduct or breach of contract can lead to immediate termination of contract and the resident will be asked to vacate the property within 48 hours of receiving a formal notice from HMR HOSTELS with IFRSD standing forfeited.

Resident, or a guest or other person under the Resident's control shall not engage in illegal activity, including drug-related illegal/immoral activity, on or near the Residential Facility. Resident, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the co-habitants in and near the Residential Facility. A single violation of this provision shall be deemed a serious violation and material non-compliance with the Agreement and shall constitute a good cause for immediate termination of the Agreement, the Resident shall be liable to vacate the Residential Facility within 3(three) days of such termination.

HMR HOSTELS has zero tolerance policy against any form of sexual harassment. Any case of verbal, mental or physical abuse will lead to immediate eviction from the property with the charges and IFRSD forfeited. HMR HOSTELS also has the right to report such cases to the police authorities. No firearms and weapons are allowed in the house.

9. No assignment/transfer of rights.

The rights and privileges associated with residence/accommodation in the Residential Facility are personal to the Resident and cannot be assigned/transferred to any third-party by contract or by any proceeding under any law or otherwise.

10. Guest hosting policy

- (i) No guests, including but not limited to parents/relatives/friends, are allowed overnight stay without prior written permission for Licensor.
- (ii) The Licensee shall be held responsible for conduct of his/her guests in the premise & its consequences thereafter. Any financial losses incurred shall be borne by the Licensee.

11. Theft policy

The Licensee shall be responsible for his/her belongings in the Property. The Licensor shall not be liable for any theft of personal belongings of the Licensee. In case of theft/loss of any furnishing or appliance or furniture, all the Licensee shall be held responsible if established by law enforcement agencies that such loss was caused due to the negligence of the Licensee and the Licensor shall have the right to recover money from Licensee towards compensation of such loss.

12. Age criteria

The Resident should mandatorily be a major and of sound mind only, resident should also require to submit an identification card in respect of the same.

13. Peaceful enjoyment of Property:

- (i) No noise caused between 11:00pm to 6:00am
- (ii) Property inclusive of common areas to be used for residential purposes only i.e. no stocking, storage of personal belongings/articles. No commercial activities are allowed on the Property.
- (iii) No damage should be caused to the Property.
- (iv) Pets are not allowed in the Property.
- (v) Maintenance of key and prevention of theft is sole responsibility of the Licensee. Duplication of keys is strictly not allowed. On losing the keys, the Resident should immediately inform Stay Supervisor of the Property about such lose. A charge of INR 500/-(Indian National Rupees Five Hundred only) will be levied on the Resident in addition to the actual cost incurred for making a duplicate key.

14. No consumption of alcohol allowed in the Property

The Resident shall not be allowed to consume alcohol in the Property.

15. KYC Verification

KYC Verification is mandatory, Resident is required to submit KYC documents 2 (two) days prior to the Move-In Date for verification purposes. The Move-In Date will be delayed in the event the Resident fails to submit the required documents within the aforementioned time period. The Resident will not be given the permission to move in the Property unless the profile details are completed and the document are verified.

16. Maintenance Drives

There will be maintenance drives as and when necessary. During such occasions, Residents are requested to keep all the belongings safe in order to avoid any confusion regarding the same. The Licensor will not be responsible for any theft that takes place.

RESIDENT ON-BOARDING FORM
CONTRACT INFORMATION

1.	Resident Name	
2.	Address	
3.	Gender	
4.	Date of Birth	
5.	Nationality	
6.	Aadhaar Number / Driving License Number	
7.	PAN	
8.	Phone	
9.	E-mail	
10.	Emergency Contact Name	
11.	Emergency Contact Number	
12.	Employer Name	
13.	Institute Name	

BOOKING DETAILS

1.	Booking Date	
2.	Property Code	
3.	Unit/ Room No.	
4.	Property Address (Property)	HMR Hostel (Males only) 40 HMR HOSTEL , Knowledge Park III, Greater Noida, India., , Noida, , India,
5.	Move-In Date	
6.	Expected length of stay (in months)	
7.	List of amenities	Refer Annexure A
8.	House Rules	Refer Annexure B
9.	Exit Notice Date	30 (Thirty) days from the date of notice excluding the notice date.

USAGE CHARGES

1.	Security Deposit	Monthly Usage Charges of one month
2.	Monthly Usage Charges	Refer Annexure A
3.	Exit charges if Move –Out before 120 days	INR 999/-(Nine Hundred Ninety Nine) + applicable GST
4.	Late Payment Fee	Refer Annexure A
5.	Monthly Usage Charges Escalation	Every 11 (Eleven) months or with prior notice of 2 (Two) months
6.	Other Charges	Refer Annexure A
7.	SD Refund Date	15 (Fifteen) days from Move-Out Date
8.	Security Deposit Refund Rules	Refer Annexure A