

LEAVE AND LICENSE AGREEMENT

This **LEAVE AND LICENSE AGREEMENT** (hereinafter the “Agreement”) is entered on this day
1st March 2020

BY AND BETWEEN

Ms. Syeda Atifa Zahir an Indian habitant having Permanent Address at #17/2, Harris Road, Benson Town, Bangalore North, Bangalore-560046, Karnataka Hereinafter called the "LICENSOR" (which expression shall whenever the context so requires or admits means and includes his/her heirs, executors, administrators and assigns) of the One Part.

AND

Mr. Nitish Jalan (Permanent Address: S/O Santosh Kumar Jalan, Sagar Lane, Opp Tata Saw Mills, Lalpur Chowk, Ranchi, GPO, Ranchi, Jharkhand 834001) & **Ms. Anchal** (Permanent Address: D/O Varinder Kumar, 9-C, Ranbir Marg, Patiala, Punjab, 147001), Hereinafter called the **"LESSEE"** (which expression shall whenever the context so requires or admits means and includes his/her heirs, executors, administrators and assigns) of the **Second Part**,

The Lessor and the Lessee are individually referred to as **"Party"** and collectively as **"Parties"**.

RECITALS

WHEREAS, the **LESSOR** is the exclusive and legal owner and absolutely seized and possessed of and otherwise well and sufficiently entitled to the premises **C-1104 Alpine Pyramid Apartment, 12th Main Road, Rajiv Gandhi Nagar, Kodigehalli, Bengaluru, Karnataka 560097** Hereinafter called as the **PROPERTY**.

WHEREAS, the **LESSOR** is desirous of giving the above said Property on leave and license and thereby authorise **Easyleases Technologies Private Ltd.**, having its office at CoWork 247, 1st AA Cross, 2nd Main Road, Kasturi Nagar, Bangalore 560043 Hereinafter called as the **SERVICE PROVIDER**. The Lessor has authorized the Service Provider to acquire tenants, carry out management / maintenance of the Property, resolution of issues raised by the tenant or the owner, conduct Property audit, etc. from time to time.

WHEREAS the Lessee has approached the Lessor through the Service Provider with a request to permit the Lessee to occupy in the said property by Leave and License for the purpose of residential use for a period of 11 months along with fixture, fittings & appliances as in Annexure C.

AND WHEREAS the Lessor has agreed to allow the Lessee to use and occupy the said property only on Leave and License basis for a period of 11 months from the effective date of this agreement on terms and conditions mutually agreed upon by both the parties hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES FOLLOWING TERMS AND CONDITIONS:

1. COMMENCEMENT, TERM AND RENEWAL

- I. The Parties agree that this agreement is in reference to and continuation of the original Agreement signed between the parties on 01st April 2019.
- II. The Parties hereby agree that the Effective date of the Agreement shall be from 01st March 2020.
- III. The Agreement is granted for a Period Of **11 Months** commencing from **01st March 2020** and the license fee stands from that date. The Lessor has agreed to lease the said premises for a tenure of **11 months** till **31st January 2021**. Both parties may mutually agree to renew the Agreement for a further period of 11 months on fresh terms and conditions, subject to 5% increase in the rental amount.

2. RENT & DEPOSIT

That the Lessee shall pay to the Lessor or the Service Provider Rs.39,900 (Rupees Thirty Nine Thousand Nine Hundred Only) per month towards the License Fee. This license fee is exclusive of any monthly maintenance charges payable. The licensee shall pay the maintenance charges directly to the apartment owner's association as per the rates and timelines prescribed by the association. The rent is payable to service provider as long as there is active service agreement between the property owner and the service provider. If the owner contract with service provider terminates, then rent will be payable directly to the owner.

A sum of Rs.2,00,000 (Rupees Two Lakh Only) as interest free refundable security deposit has been paid by the Lessee to Lessor, for the use of the said licensed property.

The amount of monthly rent shall be payable every month in advance on or before the 5th of the month by **Bank Cheque/NEFT** to the Service Provider. For example the rent of June must be paid by 5th June. The penalty for non-payment of rent on time is Rs.200 or 24% per annum on rent based on number of days delayed, whichever is higher. Number of days delayed calculated from 6th of the month to the actual date of payment.

3. USAGE OF LICENSED PROPERTY

That the licensed property shall only be used by the Lessee for the residential purpose. The Lessee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Lessee at its own cost subject to normal wear and tear.

The Lessee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Lessor in respect of said premises or shall not do any unlawful activities prohibited By State or Central Government.

The Lessee shall at all times abide by the rules and policies set forth by the Lessor and the competent authorities, and agree not to create any trouble or nuisance to fellow residents. In any event where such kind of event is reported by the association or the neighbours, the Lessor shall have the right to terminate this agreement and take possession of the said premises without notice.

4. REPAIR & MAINTENANCE

- i. The Lessee agrees to undertake all day-to-day maintenance, repairs & replacements of fixtures, fittings & appliances resulting from usage related wear & tear at his/her own expense. Any repair being undertaken needs to be informed in advance to the Service Provider. The Lessee shall retain bills of the repairs done. The Lessee shall maintain and upkeep the premises including furniture, windows, doors, flooring and toilets.
- ii. In case of any major repairs such as seepage or bursting of sanitary pipes or any damp/cracks to the structure, the Lessor shall repair the same within a reasonable period at the Lessor's own cost. In the event the Lessor or Service Provider fails to take steps to repair and /or maintain the Property within fifteen days of receipt of written notice from the Lessee or in case any emergency or imminent danger arises from such damage, the Lessee may repair the same at its own cost and reimburse itself by producing authentic bills, sum of which shall be verified by the Lessor or its Service Provider.
- iii. That the Lessee has further agreed to pay the Electricity, Water charges and other incidental charges due to appropriate authorities as per the bill amount regularly and in a timely manner during the currency of this Agreement. The Lessee shall hand over all the original receipts/bills for having paid electricity and water charges to the **Service Provider** at the time of vacating the premises.
- iv. The Lessee agrees to inform the Service Provider about any fittings/fixtures/appliances in non-working/damaged condition within 3 (Three) days of moving-in to the property. Fittings/Fixtures/Appliances found in non-working condition/with damages and not informed to the Service Provider within 3 days of move-in shall deem to be caused due to usage by the Lessee and shall need to be repaired/replaced by the Lessee at his/her own cost.

- v. In case of any maintenance service issues relating to structure of the property as seepage, which the Lessor is expected to resolve, including as in (iv) above, the Lessee shall register a complaint with the Service Provider at the email address support@easyleases.in with details of the issue. The Service Provider shall organize to inspect the service issue within 3 business days from the date of receipt of such complaint and provide estimated time of resolution, subject to necessary Lessor approvals.
- vi. At the time of Lessee move out of the property, the Lessee will need to get the apartment cleaned and painted as deemed necessary by the Lessor. In case the Lessee cannot or does not want to get the cleaning/painting done then the Lessor has the right to get the job done and deduct one-month rent from the security deposit. If the cost of cleaning and painting exceeds one month's rental amount, the actual cost associated to the repair and maintenance work will be deducted from the security deposit.
- vii. If any additional fixtures like AC, cloth hangers, mosquito nets, etc are installed in the said property, then the Lessee shall restore the walls/windows/doors to the original condition, devoid of any holes/scratches/deformities, at the time of vacating the property. If not, the Lessor can choose to deduct the cost of restoring the property from the security deposit paid by the Lessee
- viii. The Lessee shall not effect any Structural alterations to the Schedule Premises at any period during the tenancy period. Any such alterations found either during the Service-Provider inspection or while vacating the property, will result in immediate termination of this agreement and the corresponding charges to fix the alterations will be deducted from the security deposit.

5. NO TENANCY

That the Lessee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Property or any part thereof and also shall not mortgage or raise any loan against the said property. In case the Lessee wants to share the accommodation with his family or friends for long duration, then the same will need to be informed to the Service Provider at least 1 week in advance and provide identification and address proof of the additional occupants which will need to be verified by service provider before additional occupants move into the property.

6. INSPECTION

That, the Lessor on reasonable notice given by the Lessor or Service Provider to the Lessee shall have a right of access either by himself or through authorized Service Provider to

enter, view and inspect the Licensed premises at reasonable intervals during residential purpose hours.

7. TERMINATION

- I. If the Lessee commits a breach of any terms of this agreement then notwithstanding anything herein contained the Lessor or Service Provider will be entitled to terminate this agreement by 30 days prior notice to the Lessee.
- II. On the expiration of this Agreement or period of the License or earlier termination thereof, the Lessee shall hand over vacant and peaceful possession of the Licensed said Property to the Lessor or the Service Provider in the same condition in which the Property now exist, subject to normal wear and tear. The Lessee, occupation of the property after such termination, will be deemed to be that of a trespasser.
- III. At the time of the Lessee exiting the premises, the Lessee shall ensure that all bills and dues towards electricity charges, water consumption charges, DTH, Wi-Fi/Internet, Housekeeping, Society Move-in & Move-out charges, etc are paid and cleared in full. Any unpaid dues shall be liable to be deducted from the security deposit paid by the Lessee. A "No-Objection" certificate must be obtained from the Apartment Owners' Association before the Lessee moves out of the property.
- IV. Parties may mutually agree to terminate the agreement without notice.

8. NOTICE

Any notice required to be given hereunder shall deemed to have been given in advance of minimum 30 days to the Lessee, Lessor or Service Provider if sent by email or registered post acknowledgement due at the addressees mentioned below:

Lessor's Service Provider

M/S Easyleases Technologies Private Ltd.

Co-Work 247, 1st AA Cross, 2nd Main Road, Kasturi Nagar, Bangalore - 560043

e-mail: support@easyleases.in

Lessee:

Mr. Nitish Jalan

S/O Santish Kumar Jalan, Sagar Lane, Opp Tata Saw Mills,

Lalpur Chowk, Ranchi, GPO, Ranchi, Jharkhand 834001

e-mail: jalannitish@gmail.com

Mobile no: +91 97110 91945

9. DISPUTE RESOLUTION

- i. Any dispute needs to be brought to the notice of the Service Provider, who will act as a negotiator to resolve the same.
- ii. Any Disputes / Claim arising out of this Agreement are subject to Arbitration and Jurisdiction of Courts of Bangalore.
- iii. In case of any dispute or differences arising out of this Agreement, each party may as soon as practicable give to other party notice in writing of the existence of such questions or disputes specifying its nature and the point of issue. If the parties cannot resolve the matters by a mutually acceptable solutions within 15 (fifteen) business days, the said dispute or difference shall be referred to and settled by arbitration under the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactments or modifications thereof.
- iv. The Sole Arbitrator shall enter upon the reference immediately and within 30 working days from its constitution pass the final award. The time of 30 days contemplated may be extended by mutual consent of both the parties in writing.
- v. The venue of the Arbitration shall be Bangalore and the arbitration shall be carried out in English language only.
- vi. The arbitration decision shall be final, irrevocable and binding on all parties. The decision shall also determine the expenses of the arbitration and the Party shall bear them or the proportion of such expenses to be borne by each party.
- vii. Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India only. Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of Bangalore, India for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper.

IN WITNESS WHEREOF the parties have hereunto put their hands and seal the day and year first herein above written.

SIGNED SEALED AND DELIVERED

By the within named Lessee

Mr. Nitish Jalan and Ms. Anchal

In the presence of

1.

2.

SIGNED SEALED AND DELIVERED

By the within named Lessor

Syeda Atifa Zahir

In the presence of

1.

2.

ANNEXURE A
PROPERTY INFORMATION

The property covered by the attached Agreement is described as follows:

Property Details	C-1104 Alpine Pyramid Apartment,12th Main Road, Rajiv Gandhi Nagar, Kodigehalli, Bengaluru, Karnataka 560097
Owner Name:	Syeda Atifa Zahir
Owner's PAN Number	AAMPZ1111D
Property Configuration	3 BHK Fully Furnished Pent House
Service Provider Bank Details For Rent Deposit	Easyleases Technologies Pvt. Ltd Yes Bank (CMH Road Branch, Bangalore) A/C No : 069664700000762 IFSC Code : YESB0000696 Account Type : Current
Service Provider Contact Details	Support@Easyleases.in

ANNEXURE B

LICNESE FEE, MAINTENANCE CHARGES & SECURITY DEPOSIT

License Fee Per Month: Rs.39,900 (Rupees Thirty NIne Thousand Nine Hundred Only)

Security Deposit: Rs.2,00,000 (Rupees Two Lakh Only)

Kindly Note:

- i. The License Fee is exclusive of all utility charges as electricity, water consumption, DTH, Wi-Fi, cleaning services, etc.
- ii. Security Deposit shall be refunded to the Lessee within one month of expiry of the Agreement after deducting any charges liable to be paid by the Lessee.