

LEAVE AND LICENSE AGREEMENT

This **LEAVE AND LICENSE AGREEMENT** (hereinafter the “Agreement”) is entered on this the date 1st April 2019.

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), Indian inhabitants, Hereinafter called the **"LICENSEE"** (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 Licensor and the Licensee are individually referred to as **"Party"** and collectively as **"Parties"**.

RECITALS

WHEREAS, the **LICENSOR** 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 **LICENSOR** is desirous of giving the above said Property on leave and license and thereby authorised **Easyleases Technologies Private Ltd.**, having its registered office at RG 708, Purva Riviera, Varthur Road, Bangalore 560037, Hereinafter called as the **Service Provider**. The Licensor and the Service Provider have entered into a Service Level Agreement dated 13th Dec 2018 whereby Licensor authorizes Service Provider to Acquire Tenants, Management / Maintenance of Property, Management of Tenant issues, Management of Property Owner issues, Property Audit etc.

WHEREAS the Licensee has approached the Licensor through the **SERVICE PROVIDER** with a request to permit the Licensee to occupy in the said property by Leave and License for the purpose of residential use for a period of 11 months {along with furniture, fixture, fittings & appliances, if any}.

AND WHEREAS the Licensor has agreed to allow the Licensee 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. Additionally, the Licensor has agreed to allow Licensee to use 1 (one) car parking while licensor retains the right to use 2nd car park for her own use.

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 hereby agree that the Effective date of the Agreement shall be 1st April 2019.
- ii. The Agreement is granted for a Period Of **11 Months** commencing from **1st April 2019 to 29th-February-2020** and the license fee stands from that date. The licensor has agreed to lease the said premises for a tenure of **11 months**.
- iii. The Licensor shall have an option to renew this agreement is for another interval of 11 months and if this agreement be renewed further the licensee fee will **be increased of 8 % cumulatively** or as mutually agreed between the Parties.

2. RENT & DEPOSIT

That the Licensee shall pay the Service Provider Rs. 38,000 (Rupees Thirty-Eight Thousand 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 Hundred Thousand Only) interest free refundable security deposit will be payable by the licensee to the licensor.

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 October must be paid by 5th October. 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. PAYMENT OF DEPOSIT

That the Licensee has paid first instalment of Rs. 50,000 to the service provider on 22nd February 2019. The schedule for payment of remaining Rs. 1,50,000 by licensee is as below:

- Rs. 50,000 payable on or before 31st March 2019
- Rs. 100,000 payable on or before 30th April 2019

Failure to pay the remaining deposit amount may lead to cancellation of this agreement and forfeit of deposit paid.

4. USAGE OF LICENSED PROPERTY

That the license property shall only be used by the Licensee for the residential purpose. The Licensee 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 Licensee at its own cost subject to normal wear and tear. The Licensee 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 Licensor in respect of said premises or shall not do any unlawful activities prohibited By State or Central Government.

5. REPAIR & MAINTENANCE

The Licensee agrees to undertake all day-to-day minor repairs within the Premises. Any repair being undertaken needs to be told beforehand to the Service Provider. The Licensee needs to retain bills of the repairs done. In case of any major repairs such as leakage/seepage or bursting of sanitary pipes or any damp to the structure, the licensor shall repair the same within a reasonable period at the Licensor's own cost. The Licensee shall maintain and upkeep the premises, furniture, appliances, window, flooring and toilets.

- i. In the event the Licensor or Service Provider fails to take steps to repair and /or maintain the Property within fifteen days of receipt of written notice from the Licensee or in case any emergency or imminent danger arises from such damage, the Licensee may repair the same at its own cost and reimburse itself by producing authentic bills, sum of which shall be verified by the Licensor or its Service Provider.
- ii. That the Licensee has further agreed to pay the Electricity charges and other incidental charges due to appropriate authorities as per the bill amount regularly during the currency of this Agreement.
- iii. At the time of licensee move out of the property, the licensee will need to get the apartment cleaned and painted as deemed necessary by the licensor. In case the licensee

cannot or does not want to get the cleaning/painting done then the licensor has the right to get the job done and deduct cost of cleaning and painting from the security deposit.

6. NO TENANCY

That the Licensee 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 tenant wants to share the accommodation with his family or friends then he will need to inform the service provider at least 2 weeks 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.

7. INSPECTION

That, the Licensor shall on reasonable notice given by the Licensor or Service Provider to the Licensee 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.

8. TERMINATION

- i. If the Licensee commits a breach of any terms of this agreement then notwithstanding anything herein contained the Licensor or Service Provider will be entitled to terminate this agreement by 30 days prior notice to the Licensee.
- ii. On the expiration of this Agreement or period of the License or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed said Property to the Licensor in the same condition in which the Property now exist, subject to normal wear and tear. The Licensee, occupation of the property after such termination, will be deemed to be that of a trespasser.

9. NOTICE

Any notice required to be given hereunder shall deemed to have been given in advance of minimum 2 month to the Licensee, Licensor's Service Provider if sent by email or registered post acknowledgement due at the addressees mentioned below:

Licensor'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

Licensee:

Mr. Nitish Jalan

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

Lalpur Chowk, Ranchi, GPO, Ranchi, Jharkhand 834001

e-mail: jalannitish@gmail.com

Contact: +91 97110 91945

10. 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.

11. 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 Licensee

Mr. Nitish Jalan and Ms. Anchal

In the presence of

- 1.
- 2.

SIGNED SEALED AND DELIVERED

By the within named Licensor

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 Address/Name of Property: | C-1104 Alpine Pyramid Apartment,12th Main Road, Rajiv Gandhi Nagar, Kodigehalli, Bengaluru, Karnataka 560097 |
| Owner Name: | Syeda Atifa Zahir |
| Account details for rent deposit | Easyleases Technologies Pvt Ltd A/C No: 069664700000762 A/C Type: Current Bank: Yes Bank Branch: CMH Road (Indiranagar) Branch IFSC: YESB0000696 |

ANNEXURE B
LICNESE FEE & MAINTENANCE CHARGES

LICENSE FEE

Per Month: Rs. 38,000/-

Security Deposit: Rs.2,00,000/-

Kindly Note:

- i. The above mentioned amount of rent is exclusive of maintenance charges, utility bills, DTH, Wi-Fi, cleaning services etc.
- ii. The monthly maintenance charges to be paid by the tenant directly to the society or through the Easyleases representative
- iii. Security Deposit shall be refunded within one month of expiry of the Agreement after deducting any charges liable to be paid by the Licensee

ANNEXURE C

(To be provided to licensee once entire 2L deposit has been paid)

DEPOSIT RECEIPT

Received from the within named Licensee Mr. Nitish Jala & Ms. Anchal, the sum of Rs. 200,000 (Rupees Two Hundred Thousand Only) being the amount of interest free security deposit for the Property: **C-1104 Alpine Pyramid Apartment, 12th Main Road, Rajiv Gandhi Nagar, Kodigehalli, Bengaluru, Karnataka 560097** on leave and license basis as per Agreement executed on 1st April 2019.

I SAY RECEIVED

**Syeda Atifa Zahir
(LICENSOR)**