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## **INDIA NON JUDICIAL**

**Government of Karnataka**

Rs. 500

e-Stamp

<b>Certificate No.</b>	
IN-KA88568510179071R	
<b>Certificate Issued Date</b>	
05-Apr-2019 02:56 PM	
<b>Account Reference</b>	
NONACC (F) kaksfcl08/ MALLESHWARAM/KA-BA	
<b>Unique Doc Reference</b>	
SUBIN-KAKAKSFOL0807445873534090RDY K N SRINIVAS REDDY	
<b>Purchased by</b>	
NEHA KAPOOR	
<b>Description of Document</b>	
Article 30 Lease or Immovable Property	
<b>LEAVE AND LICENSE AGREEMENT</b>	
<b>Description</b>	K N SRINIVAS REDDY
<b>Consideration Price (Rs.)</b>	0 (Zero)
<b>Stamp Duty Paid By</b>	SRINIVAS REDDY K N SRINIVAS REDDY
<b>Second Party</b>	NEHA KAPOOR
<b>Stamp Duty Amount (Rs.)</b>	500 (Five Hundred only)
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This agreement is being electronically executed between Srinivas Reddy K N and Neha Kapoor as specified in the agreement. This Stamp Paper forms an integral part of the following agreement.

### **Statutory Alerts**

- Statutory Alert:** The authenticity of this Stamp Certificate should be verified at "[www.stampit.com](http://www.stampit.com)". Any discrepancy in the details on this Certificate and available on the website renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please Inform the Competent Authority.

## **LEAVE & LICENCE AGREEMENT**

*This Leave and License Agreement ("Agreement") is made and executed on 05/04/19 at Bangalore.*

### **BETWEEN**

Srinivas Reddy K N aged 38 years, residing at 108 Doddakannehalli carmelaram Post,Bangalore,Karnataka,India,560035 now referred to as 'Owner' which include his successors and assigns.

### **AND**

Neha Kapoor aged 29 years, having permanent address as 28-A Arawali Appts, Sector-52 Noida Uttar Pradesh India 201301 now referred to as 'Tenant', which includes any successors in interest.

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

### **WHEREAS**

*The Owner is either the (i) actual Owner of; or (ii) is legally authorised to give on license the property located at C503,C503, Sy No 57 & 58 Doddakannehalli carmelaram Post Sarjapur Road Bangalore-35.,bangalore,Karnataka,India,560035("Property").*

In consideration of License Fee and the terms of this Agreement, the Parties agree that the Tenant is granted a limited license to use the Property for residential purposes along with fittings and furnishing (hereinafter "Amenities" as stated in the move in checklist).

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. TERM**

The term of the license shall start on 5 April, 2019 ("License Start Date") and expire on 4 March, 2020 ("License End Date") (both days inclusive) ("Term").

#### **2. LIMITED LICENSE**

1. Tenant agrees and understands that he/she is granted a limited license to use the Property, subject to a Minimum License Period of 0 days from the License Start Date. If the Tenant moves out during the Minimum License Period, Tenant will pay to the Owner 'Early Termination Charges' of equivalent to one month License Fee.
2. Amenities shall be offered to Tenant only in consideration of timely payment of License Fee (defined below) and other conditions

3. Owner shall be entitled to terminate the license and ask Tenant to vacate the Property or take other actions, as appropriate, if Tenant delays or defaults in payment of License Fee or any other payment.
4. Owner has installed or shall be entitled to install onsite or remotely managed digital locks/ smart locks/ smart digital meters/water meters or other physical locking devices at the Property. The Tenant agrees and understands that in the event there is a default/delay in License Fee or other payments and if a notice has been issued either via push notifications or sms or email (as provided by the Tenant), these devices will be used to 'Lock Out" the Tenant resulting in the Property or goods of the tenant being inaccessible and/or with no electricity or water or other utilities. Such 'Lock Out" shall be removed only on clearance of all dues. At its discretion, the Owner may also recover a Lock Out penalty.
5. The license may be revoked if the Tenant does not cooperate in tenant verification as required by law. Tenant will submit such documents as may be required in this regard.

### 3. LICENSE FEE

1. During the Term, Tenant shall pay a monthly License Fee of INR 11,200 ("License Fee").
2. Payment of License Fee and other dues is a fundamental term of this Agreement. The License Fee for a month shall be paid by Tenant in advance on or before the 5th of the same month ("Due Date"). License Fee includes (a) home and furnishing charges . It is clarified that for the month of the License Start Date, the Tenant shall pay the pro-rated License Fee within five (5) days of moving-in. Thereafter, Tenant will follow the Due Date.
3. Any charges for any additional service are not a part of License Fee. Tenant shall be liable to pay such charges as and when they become due to relevant party.
4. Tenant shall not withhold timely payment of License Fee for any reason including home furnishing, maintenance or any other dispute arising under this Agreement. In such event, the Tenant shall raise a customer care ticket to seek redressal. At the discretion of the Owner, Tenant may be allowed to make partial payments. Withholding payments without approval shall be deemed to be a breach of this Agreement.

### 4. SECURITY DEPOSIT

1. The Tenant shall pay the Owner, a refundable interest-free "Security Deposit" of INR 22,400

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Owner

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*Neha Kapoor*  
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Tenant

2. The Security Deposit will be refunded to the Tenant within 5-7 Business working days from the License End Date after deducting unpaid License Fee and any other charges/dues. The refund will be done only through online transfer to the bank account specified by the Tenant.

## 5. TERMINATION

1. Subject to Clause 2.1, either Party may terminate this Agreement without cause by an advance written notice of 10(ten) days.
2. Tenant agrees and understands that if he/she fails to pay License Fee or any other payment on the Due Date or breaches the Agreement in any other manner, the Owner shall be entitled to terminate this Agreement and require the Tenant to vacate the Property within 5 days of a notice sent via push notification or sms or email or registered post or any other means. In addition, the Owner shall be entitled to implement the Lock Out Provision as per Clause 2.4 above.
3. Notwithstanding, Tenant shall vacate the Property within 24 hours of a notice, in the event of any of the following:
  1. Written complaint from the housing society/association against the Tenant; or
  2. Use of the Property for reasons other than residential by the Tenant; or
  3. Tenant being involved in any illegal activity or uses the Property for purposes other than approved use; or
  4. Tenant's non-cooperation with the Owner with respect to keeping premises clean and misuse of Property resulting in discomfort and/or distress to other co-tenants; or
  5. In the event the Owner appoints an Agent, Tenant's breach of any terms and conditions prescribed by such Agent; or
  6. Any deliberate damage to the Property or the Amenities; or
  7. Any inaccuracy or misinformation in relation to identity/bank documents.
  8. A breach by the Tenant representations and warranties or any material terms.
  9. If applicable, at the request of the financial services provider.

Owner has full authority to make deductions up to the full Security Deposit in such cases.

## 6. MAINTENANCE & UPKEEP OF THE PROPERTY

1. The division of responsibility regarding maintenance & upkeep of Property between Owner and Tenant including charges for attending such request is set out in

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Owner  
v2.0

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Tenant

Annexure A. The Tenant shall be entitled to raise a maintenance request providing details of maintenance issues.

2. At its discretion and for preventive maintenance, the Owner may require the Tenant to compulsorily subscribe and pay for the services of a maintenance service provider.
3. The Tenant shall use the Property carefully and not cause any damage to the Property and the Amenities. If case of damage beyond day-to-day wear and tear, the Owner shall be entitled to claim the damage from the Tenant. The Tenant also shall be liable for any damage to the common areas.
4. The Parties agree that any open or unresolved maintenance or service request shall not entitle the Tenant to withhold any License Fee or other dues under.
5. Any nuisance or concern in relation to or arising from use of the Property shall be amicably resolved between co-tenants, if any. No obligation shall arise onto the Owner or the agent of the Owner on account of the same. At its discretion, the Owner may refer any nuisance or damage to the property to law enforcement authorities.

## 7. UTILITY COSTS

1. The Tenant shall pay all utility costs (electricity [including common area electricity charges and electricity charges for lift, water motor etc.], water, monthly charges for DTH, Internet charges 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.

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Owner  
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Tenant

2. In the event electricity meter is still due for installation in the Property, the Tenant shall pay a fixed monthly amount as per the schedule below till the electricity meter is installed. The amount mentioned in the schedule shall in proportion to the number of co-tenant(s).

Average monthly bill	Summer	Winter	Summer	Winter
City	2BHK	3BHK	2BHK	3BHK
Bangalore	1000	1500	1000	1500
NCR	8000	12000	2000	3000
Mumbai	2000	5000	1500	2500
Hyderabad	1000	1500	1000	1500
Pune	1500	2000	1500	2000

3. Any disagreement/ dispute between co-tenants on utilities shall be settled among themselves without any reference to Owner. Tenant shall make full payment of their portion of payment for utilities on or before due date for continuous supply. Owner will not be responsible for disconnection.

## 8. RENEWAL

On expiry of the Term, Owner and Tenant may enter into a new agreement for an additional period of eleven (11) months on revised terms and conditions including License Fee.

## 9. REPRESENTATIONS AND WARRANTIES

The Tenant represents the following:

1. The Property shall be used only for residential purposes. Subject to this Agreement, Tenant shall have rights only over the portion of the Property for which license is granted. Tenant shall peacefully share common area (alongwith Amenities) with co-tenants.
2. Documents and information provided are true and accurate. Submission of untrue and/or inaccurate documents may lead to immediate termination of license or cancellation of booking
3. The Property shall not be used by Tenant (himself or through anyone else) for any illegal activities. If Tenant is aware that the Property is used for any illegal activity, the Tenant will bring it to the notice of the Owner or Owner's Agent immediately.
4. The Tenant will abide by all guidelines, by-laws and internal rules specified as by the society or apartments or resident associations or local area where the Property is situated.

Owner  
v2.0

Tenant

5. The Tenant shall have no objection with respect to religion, caste, food habits (i.e., vegetarian/non-vegetarian), etc. of other co tenants.
6. Tenant shall abide by all guidelines/ rules/ instructions specified by the Agent of the Owner as if they were issued by the Owner.

## 10. NOTICES

1. Any notice to be issued, including a notice to arbitrate, should be served through email or through a physical letter delivered by registered post to the registered addresses.
2. For delivery through email, a delivery receipt will be considered as proof of delivery.
3. In case the notice is delivered through registered post, the delivery of the letter to the other Party would be (i) 5 (five) days from the date on which the letter is sent or; (ii) Date of actual receipt of the letter by other Party, whichever is earlier.
4. For Owner, delivery to an agent appointed by Owner will be considered submission of notice.

## 11. AGENCY AND ASSIGNMENT

Owner reserves the right and Tenant agrees to Owner's appointment of an agent for the purpose of administration of this Agreement on its behalf. Further, the Parties acknowledge that the agent shall have the right to prescribe additional terms and conditions, as it deems fit, in relation to the administration of this Agreement. Tenant agrees not to raise any objections in relation to the Agent or any prescription by Agent and follow the instructions of the Agent. The Tenant shall use the website and app of the Agent to send/receive communications, notifications, raise service requests etc.

## 12. ENTIRE AGREEMENT

The terms and provisions alongwith any annexures 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 of both the Parties.

## 13. SEVERABILITY

If any term of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, other than such terms remaining in the Agreement shall not be affected.

## 14. GOVERNING LAW & JURISDICTION

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Owner  
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Tenant

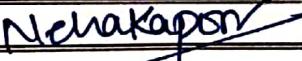
This Agreement shall be governed by and enforced as per the Laws in India and for the purpose of enforcement; the place of jurisdiction will be bangalore.

#### 15. ARBITRATION

1. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall, at first instance, attempt to amicably resolve the same through settlement discussions (recorded by way of email or telephonic conversations).
2. If Parties are unable to resolve their disputes within 15 (fifteen) days of written intimation, the disputes will be referred to arbitration under the Arbitration and Conciliation Act, 2015 and its amendments. The arbitration will be conducted by a sole arbitrator appointed by mutual consent within 10 (ten) days of the receipt of the notice to arbitrate. If parties are unable to mutually agree, the arbitrator shall be appointed by an arbitral institution as per the process on the Agent's website applicable on the date of the intimation of dispute.
3. The cost of arbitration (including all legal costs) will be borne by the losing Party. Till the continuation of the proceedings and passing of the award, all the Parties will bear their own share of cost and can recover the same, once the award is passed, from the losing Party.

#### 16. ASSIGNING OF RECEIVABLES

The Owner shall be entitled to assign any receivables under this Agreement to any third party without any prior notice or intimation to the Tenant.

OWNER	TENANT
	

Owner  
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Tenant

**ANNEXURE A****Division of maintenance responsibilities and charges between the Owner and the Tenant**

The following Annexure has been prepared in compliance with Model Residential Tenancy Act 2011, a draft by Ministry of Housing & Urban poverty alleviation, Govt. of India.

As per this draft Act, the Owner will be responsible for repairs relating to matters falling under Part A and the Licensee shall be responsible for matters falling under Part B.

**Part A: Structural Repairs to be got done by the Owner**

1. Structural Repairs except those necessitated by the damage caused by the Licensee.
2. Whitewashing of walls and painting of doors and windows.
3. Changing plumbing pipes when necessary .
4. Any major repair due to natural wear & tear of appliances & furniture. The Licensee shall pay for such damages if they cause it.
5. Any repair, replacement & maintenance issues arising during the first one month of the agreement period. Thereafter, the charges for such maintenance shall be borne by licensees.

**Part B: Day-to-Day repairs to be got done by the Tenant**

1. Changing of tap washers and taps
2. Drain cleaning
3. Water closet repairs
4. Wash Basin repairs
5. Bath tub repairs
6. Geyser repairs
7. Circuit breaker repairs
8. Switches and socket repairs, Replacement of bulbs
9. Repairs and replacement of electrical equipment except for major internal and external wiring change
10. Kitchen fixtures repairs
11. Replacement of knobs and locks of doors, cupboard windows etc.

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Tenant

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12. Replacement of flynets
13. Replacement of glass panels in windows, doors etc.
14. Periodic maintenance of private gardens and open spaces, if any, let out to the Licensee.
15. Periodic maintenance of appliance & furniture.
16. Whitewashing of walls and painting of doors and windows, as per agreement with landlord.
17. Any other repair or maintenance not covered in part A above

#### **Part C: Other charges**

It is explicitly agreed that NestAway shall bear the monthly maintenance charged by the society in which the Property is located, if society maintenance charges are applicable.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement as executed by the Owner.

## AGENT ACKNOWLEDGEMENT FORM

### **1. Background:**

1. The Owner has entered into a service agreement dated 2016-02-01 with Nestaway Technologies Private Limited, a company incorporated under the sections of the Companies Act, 2013 with its registered office in #1546 and 1547, 19th Main, HSR Layout, Sector 1, Bangalore 560102 (hereinafter called the "Agent") with respect to the property situated at C503,C503, Sy No 57 & 58 Doddakannehalli carmelaram Post Sarjapur Road Bangalore-35.,bangalore,Karnataka,India,560035 ("Property") by virtue of which the Agent has agreed to provide property management services with respect to the Property and as more specifically detailed under the said service agreement ("Services") including but not limited to:
  1. To license out the Property to prospective tenant(s); and
  2. To collect and receive from the prospective tenant(s) of the Property License Fee, fee, receivables and other charges that may be due and to take initiate lawful proceedings for the recovery of the said sum; and
  3. To sign and execute leave and license agreements for the Property on the Owner's behalf; and
  4. To initiate legal actions in connection with any legal proceeding(s) relating to termination of license, eviction, recovery of License Fee arrears and/or mesne profits and any other matter relating to the licensing of the Property;
  5. To carry out all necessary acts ancillary or incidental to the above- mentioned Services.
2. Further, the Owner has entered into a leave and license agreement ("Agreement") dated 5 April, 2019 with Neha Kapoor aged 29 years, residing at permanent address 28-A Arawali Appts, Sector-52 Noida Uttar Pradesh India 201301 ("Tenant") with respect to the Property. The Tenant and the Owner ("Parties") agree that the Agent shall perform its obligations under the Agreement as per the terms and conditions set forth in this agent acknowledgment form ("Form") and the Agent shall have the right to stipulate additional terms and conditions which the Parties shall mandatorily adhere to.

### **2. Terms and Conditions:**

The Agent shall perform its obligations as per the terms and conditions set forth hereunder and the Parties agree to adhere to such terms and conditions:

#### **1. License Fee Payment:**

1. The Tenant shall pay License Fee to the Owner only through the Agent and never directly to the Owner. In the event the Tenant pays the License Fee directly to the Owner and not through the Agent, and the Owner accepts such

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Owner  
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Tenant

- License Fee, both the Owner and the Tenant for each such event shall be liable to pay a one-time penalty of equivalent to two months License Fee.
2. In case of non-payment of License Fee by the Tenant by the Due Date, the Tenant shall be liable to pay a fine as mentioned on the Agent's website – [www.nestaway.com](http://www.nestaway.com) ("Website") along with the payable License Fee.
  3. The License Fee can be paid to the Agent through any modes of the modes of payment available on the Agent's Website / mobile app.

#### **2. Security Deposit:**

1. The Tenant shall pay the Owner Security Deposit amounting to 22,400 only through the Agent.
2. The Agent will hold the Security Deposit on behalf of the Owner during the Term of the Agreement and the Security Deposit will be refunded to the Tenant by the Agent within 5 - 7 working days from the License End Date after deducting unpaid License Fee and any other applicable charges. The refund will be done only through online transfer to the bank account as specified by the Tenant on the Agent's website.

#### **3. Renewal of Agreement:**

Upon expiry of the Agreement the Owner may renew the Agreement with the Tenant through the Agent.

#### **4. Termination:**

In the event of termination of the Agreement on account of triggering of the events as more specifically detailed under the Agreement, the Agent is entitled to take the necessary actions against the Tenant and exercise rights on behalf of the Owner subsequent to such termination as detailed in the Agreement.

#### **5. Maintenance and Upkeep of the Property:**

1. The Agent shall provide its online dashboard to the Tenant in order to facilitate raising of maintenance requests/issues in respect of the Property.
2. In case the Tenant causes damage to the Property beyond normal wear and tear the Agent may collect compensation for such damage from the Tenant on behalf of the Owner.
3. The Agent, its employees or its affiliate shall keep an extra key of the Property and may enter the Property during normal working hours for general maintenance and/or showing the Property to any prospective tenants, and it is imperative upon the Tenant to keep their valuables locked inside the cupboards and not to leave them unattended. The Tenant shall be responsible for his/her belongings in the Property and the Owner, Agent or its vendors shall not be held liable/ responsible for any incident of theft arising in such circumstances.

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Owner

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Tenant

4. Agent on behalf of Owner has installed or shall be entitled to install onsite or remotely managed digital locks/ smart locks/ smart digital meters/water meters or other physical locking devices at the Property. The Tenant agrees and understands that in the event there is a default/delay in License Fee or other payments and if a notice has been issued either via push notifications or sms or email (as provided by the Tenant), these devices will be used to 'Lock Out' the Tenant resulting in the Property or goods of the tenant being inaccessible and/or with no electricity or water or other utilities. Such 'Lock Out' shall be removed only on clearance of all dues. At its discretion, the Owner through the Agent may also recover a Lock Out penalty.

#### **6. Police verification and documentation:**

The Agent may undertake police verification of the Tenants on behalf of the Owner and shall collect necessary documents in relation thereto. However, the Agent shall not be responsible for verifying the authenticity of such documents and any consequences thereto.

#### **7. License subject to terms and conditions mentioned on the Agent's Website :**

The Tenant will mandatorily abide by the terms and conditions related to the Tenant's license in respect of the Property as mentioned on the Agent's website.

#### **8. Communications and recording of conversation:**

1. The Tenant gives consent to the Agent to store the contact number provided by the Tenant for communications.
2. The Tenant gives consent to the Agent to call the Tenant and record specific conversations, related to recovery of pending License Fee or any other conversation relevant to the Property including maintenance requests etc.

#### **9. Assignability of recovery**

1. For any dues, the Tenant agrees that the Agent may assign a third party for recovery of the dues and/or report the payment behavior to any credit bureau (either directly or indirectly).
2. The Tenant gives consent and authorizes the Agent to share such information with the third party agents which are necessary to enable them to recover dues viz. Tenant's name, Property address, contact information, amount recoverable from the Tenant, PAN card details etc.

#### **10. Arbitration**

1. In the event any dispute arises under the Agreement and is referred to arbitration, the arbitration will be conducted in a time bound manner in

Owner  
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Tenant