

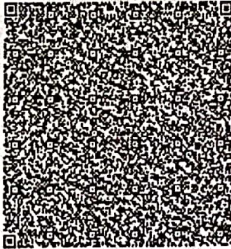


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA54620617353347Q
Certificate Issued Date	: 11-May-2018 01:08 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ MALLESHWARAM1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL0854544031200633Q
Purchased by	: NEHA KAPOOR
Description of Document	: Article 30 Lease of Immovable Property
Description	: LEAVE AND LICENSE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SRINIVAS REDDY K.N.
Second Party	: NEHA KAPOOR
Stamp Duty Paid By	: NEHA KAPOOR
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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ಸೌಹಾರ್ದ ಸಹಕಾರಿ ನಿಯಮಿತ

.....Please write or type below this line.....

This Agreement is being electronically executed between FirstParty and the Borrower as specified in the agreement. This Stamp Paper forms integral part of the following agreement.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclilestamp.com". Any discrepancy in the details on this Certificate and as 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 11/05/18

AT bangalore.

BY AND BETWEEN:

Srinivas Reddy K N aged about 42 years Son of Nanjunda Reddy K L, residing at 108 Doddakannehalli Carmelaram Post, Bangalore, Karnataka, India, 560035 hereinafter referred to as 'the Licensor or 'Owner' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives, successors and assigns) of the **FIRST PARTY**;

AND

Neha Kapoor aged about 28 years daughter of Ramesh Chandra Kapoor, permanent address at 28-A Arawali Appts, Sector-52 Noida Uttar Pradesh India 201301, (hereinafter referred to as the 'Licensee', which expression, where the context admits, shall include their heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PARTY**;

The Licensor/ Owner and Licensee are hereinafter collectively referred to as the 'Parties' and individually as the 'Party'.

RECITALS:

WHEREAS the Owner is the absolute owner, well and truly seized and possessed of and otherwise duly entitled, to the residential property bearing address C503, C503, Sy No 57 & 58 Doddakannehalli Carmelaram Post Sarjapur Road Bangalore-35, Bangalore, Karnataka, India, 560035, hereinafter referred to as the 'Flat'. The Owner has agreed to give on license the residential property described in Annexure A and hereinafter referred to as the 'Schedule Premises'. The Owner has the absolute and un-encumbered right to license the Schedule Premises in favor of the Licensee herein.

AND WHEREAS the Owner has authorised Nestaway Technologies Pvt. Ltd. ('Service Provider'/'Authorised Representative') to receive License Fee, Security Deposit and other charges in respect of the license of the Flat, to facilitate maintenance of the Flat, to initiate eviction proceedings and do any other activity on his/her behalf as detailed in the Service Agreement executed between the Owner and the Service Provider.

AND WHEREAS the Owner and Licensee after mutual discussions have agreed to license the Schedule Premises, with effect from 14 May, 2018 up to 13 April, 2019. The Owner and the Licensee are desirous of reducing such terms into writing hence this Agreement.

NOW, THEREFORE, THIS DEED OF LICENSE WITNESSETH AND THE PARTIES HERETO AGREE AND DECLARE AS FOLLOWS:

In consideration of the License Fee herein reserved and of the covenants on the part of the Licensee to be performed and observed, the Owner hereby grants a license unto the Licensee for the Schedule Premises along with all the furniture, fit-outs and equipment as detailed in Annexure A and hereinafter referred to as the 'Amenities' and the Licensee hereby takes on license of the same on the terms and conditions hereinafter contained.

1. **PERIOD OF LICENSE:** The term of the license shall commence from 14 May, 2018 and expire on 13 April, 2019 (both days inclusive) and the intervening period shall be the 'License Period'. If the Licensee moves out and/or terminates the Agreement within 180 days commencing from the License Start Date, 'Early Termination Charges' in accordance with Annexure B shall be chargeable. 'Move-in Date' shall mean the date on which the Licensee physically intends to/actually occupies the Schedule Premises. 'Move-out Date' shall mean the date on which the Licensee physically moves out of the Schedule Premises and hands over the possession of the Schedule Premises to the Owner or its Authorised Representative. 'Modes of Payment' refer to online payments through website/application of the Authorised Representative or through recurring debits through NACH (National Automated Clearing House) in favour of the Authorised Signatory. 'License End Date' shall mean the end date as provided by the Licensee/Owner in the termination notice for move out/vacation (as applicable) from the Schedule Premises or the Move-out Date, whichever is later. 'Trial Period' shall mean the period from Move-in Date till the end of
1. 3 days from the Move-in Date (including the Move-in Date) if the Licensee has

OR

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1. not provided a valid transfer request before the end of 3 days from the Move-in Date (including the Move-in Date) for transfer to any other property managed by the Service Provider or
 2. doesn't complete the transfer based on the transfer request provided before the end of 3 days from the Move-in Date (including the Move-in Date) for transfer to any other property managed by the Service Provider
 2. 7 days from the Move-in Date (including the Move-in Date) if and only if the Licensee has provided a valid transfer request before the end of 3 days from the Move-in Date (including the Move-in Date) for transfer to any other property managed by the Service Provider and completes the transfer to that property whichever is later, and the Trial Period End Date shall mean the date on which the Trial Period ends. For the sake of clarity, if Move-in Date is June 2, 2016, Trial Period End Date will be:
 1. June 4, 2016 in case there is no valid transfer request raised by the Licensee on/before June 4 for transfer to another property managed by the Service Provider or the Licensee doesn't complete the transfer if such a transfer request is provided.
 2. June 8, 2016 in case there is a valid transfer request raised by the Licensee on/before June 4 for transfer to another property managed by the Service Provider and the Licensee completes the transfer.
- 2. LICENSE FEE:**
1. The Licensee shall pay the Owner through its Authorised Representative a License Fee aggregating to Rs.10,500 per month (hereinafter referred to as 'License fee') in advance for the month on or before 5th day of every month through any Mode of Payment. Further details regarding License Fee are set out in Annexure B of this Agreement:
 2. Any payable from Licensee towards Owner or its Authorized Representative shall be payable only through any Modes of Payment.
 3. The Owner and the Service Provider reserve the right to collect late payment charges as set out in Annexure B for non-payment or delayed payment by the Licensee.
- 3. SECURITY DEPOSIT:**
1. The Licensee shall also pay to the Owner through its Authorised Representative a refundable interest free Security Deposit equivalent to months License Fee towards maintenance of Schedule Premises and other fees payable by the Licensee during the License Period (hereinafter referred as 'Security Deposit') before occupation of the Schedule Premises. Further details regarding Security Deposit are set out in Annexure B to this Agreement. As agreed between the Parties, the Security Deposit shall be payable only through any Modes of Payment
 2. The Security Deposit shall be held by the Owner or its Authorized Representative, during the period of License and shall be returned within 10 business days through the Authorized Representative from the day of vacating the Scheduled Premise subject to the applicable deductions, if any, as set out in Annexure B.
- 4. RENEWAL:** On expiry of the License period, the Owner or the Service Provider on behalf of the Owner and the Licensee can mutually decide to renew the Agreement for an additional period of Eleven (11) months on the agreed terms and conditions, subject to Clause 5 on License Fee renewal as specified in below.
- 5. LICENSE FEE INCREASE:** Upon expiry of Agreement term, the License Fee increase shall be determined based on mutual agreement between the Owner and the Licensee.
- 6. TERMINATION:**
1. Notwithstanding anything contained in this Agreement, the Parties agree that, in the event of failure to pay the License Fee due within 15 days of the due date, the Owner shall have the right to terminate the license with immediate effect and the Licensee agrees to vacate the Schedule Premises immediately.
 2. Either Party can terminate the Agreement by providing 10 days' prior written notice (including notices sent from registered email id) to the other Party. In case of termination the payment as specified under clause 6.3 and Deduction under Annexure B has to be paid by the respective Party.
 3. The Owner or its Authorized Representative shall have the right to deduct up to INR 5000 from Security Deposit of the Licensee or terminate the license with a 24 hour notice or both in the event of any of the following happening.
 1. Written complaint from the housing society/association against the Licensee.
 2. In the event of the Licensee using the Scheduled Premise for reasons other than residential.

3. In the event of non-adherence of the house rules & Guest Hosting Policy as set out in Annexure D.
4. Written Complaint from two or more co-licensee of the Schedule Property to the Owner or to the Service Provider

4. In the event of termination, the Owner or its Authorized Representative shall be entitled to re-enter into the Schedule Premises and repossess the same as his former estate without prejudice to his right to recover all arrears of License fee and the interest free security deposit shall be refunded to the Licensee within three (3) working days of vacating the premise after deducting the unpaid License Fee & other charges as may be applicable.
5. In the event that the Owner issues a notice of eviction to the Licensee and the Licensee fails to evict the Scheduled Premises within stipulated time period as per the notice of eviction, the License Fees for the Scheduled Premises to be paid by the Licensee will stand revised to four (4) times of the License Fee existing on the date of issuance of notice of eviction. The new License Fee will be paid from the date of end of notice period provided by the Owner for eviction till the Licensee hands over the possession of the Scheduled Premise to the Owner.

7. MAINTENANCE & UPKEEP OF THE SCHEDULED PREMISE:

1. Responsibilities for maintenance & upkeep of the premise are described in Annexure C.
2. The Licensee shall use the Schedule Premises carefully and diligently and shall not cause any damage to the Schedule Premises and the Facilities. However, normal wear and tear is accepted.
3. If Licensee causes the damage due to reasons other than natural wear and tear, the Owner or its Authorized Representative shall be entitled to claim the damage from the Licensee. The Licensees of the Schedule Premises shall be jointly liable for any damage or destruction in the common area of the Schedule Premises and the Licensee shall be liable to her/ his share in the same.

8. **UTILITY COSTS:** Unless otherwise specified in this Agreement, the Licensee shall pay all the utility costs - electricity, water and other utilities consumed by him/her in the Schedule Premises based on actual rates of the concerned statutory authority, during the term of the License and any renewal thereof. The Owner or the Service Provider reserves the right to claim any unpaid utility costs from the Licensee. In case any issue arises between the licensees of the Flat in respect of sharing the utility charges, the licensees shall settle the same within themselves and make the payment on or before the due date to ensure the continuous supply of the utilities.

9. **USE OF THE SCHEDULE PREMISES** During the License period and any extension thereof, the Licensee shall use the Schedule Premises for residential purpose ONLY. The Licensee shall have exclusive rights over the Schedule Premises and the Licensee shall share the amenities along with the other licensees of the Flat. The Licensee shall have no objection with respect to religion, caste, food habits (i.e., vegetarian/non-vegetarian), etc., of the other licensees of the Flat.

10. REPRESENTATIONS

1. The Owner hereby represents and declares the following on the date of this Agreement and on each day till the Agreement is in effect:

1. The Owner has the right and authority to grant the license of the Schedule Premises and the Amenities and that the Schedule Premises are free from all or any encumbrance.
2. The Owner is legally entitled to enter into this Agreement and he/she is not violating any applicable Indian law by entering into this Agreement.
3. The Owner will be liable to pay all maintenance (including society maintenance charges), electricity, telephone and water charges that would have arisen with respect to the Schedule Premises prior to the commencement of the License.

2. The Licensee hereby represents the following on the date of this Agreement and on each day till the Agreement is in effect:

1. All documents and information provided by the Licensee to the Owner and the Service Provider are accurate and correct
2. The Licensee will neither use the Schedule Premises nor allow anyone to use the Schedule Premises, including the Amenities provided in the Schedule Premises (including but not limited to internet connection), for any activity which is prohibited by applicable Indian law. In case, the Schedule Premises is being used for any activity prohibited by law by any party, the Licensee will bring it to the notice of the Service Provider immediately

3. Licensee will abide by all guidelines prescribed by the society or area where the Schedule Premises is situated.

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11. **OTHER TERMS & CONDITIONS:** The Schedule Property is located in a building and the Licensee therefore agrees to be subject to the existing by-laws and internal rules of the Owners association wherever applicable. Some generic rules as set forth by the Owner is set out in Annexure D of this Agreement. The Licensee shall submit his basic details including emergency contact number & proofs of identity, address & employment to the Service Provider before the Agreement start date. The Licensee agrees that failure to submit these details shall lead to cancellation of his/her booking. The Service Provider is not responsible for verifying the authenticity of the documents submitted by the Licensee.

12. **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 addresses of the recipient(s) registered with Nestaway.
2. In case the notice is delivered through email, a delivery receipt will be considered as sufficient proof of the notice being delivered.
3. In case the notice is delivered through registered post, the delivery of the letter to the other Party would be assumed at the earlier of:
 1. 5 (five) days from the date on which the letter is sent.
 2. Date of actual receipt of the letter by other Party
4. Any notice, including the notice to arbitrate, executed in the aforementioned manner shall be treated as valid and subsisting for the purpose of this Agreement.

13. **ASSIGNABILITY**

The Licensee agrees that Nestaway, being the authorised representative of the Owner, at its sole discretion may transfer or assign receivables of the licensee, owed either to the Owner or Nestaway, under this Agreement to any third party and/or assign a third party for recovery of such outstanding dues and/or report the payment behavior to any credit bureau without taking any prior approval from the Licensee.

14. **ENTIRE AGREEMENT:** The terms and provisions herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between the Parties hereto with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the Parties other than as expressly set out in this Agreement or in any certificate required by this Agreement or in any agreement to be entered into pursuant to the terms hereof. This Agreement cannot be amended without mutual consent of each of the Party. Any dispute in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts in 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 (i) customer service requests; or/ and (ii) settlement discussions (*recorded by way of email or telephonic conversations*).
2. In the event of inability of the Parties to amicably resolve any disputes within 15 (fifteen) days of intimation of such dispute, the dispute shall be referred to arbitration, under Arbitration and Conciliation Act, 1996, the Arbitration and Conciliation (Amendment) Act, 2015 and any amendments thereof.
3. The arbitration will be conducted by a sole arbitrator who shall be nominated, within 3 (three) days of the receipt of the notice to arbitrate by the other Party ('Arbitration Notice Date'), by mutual consultation between the Parties.
4. If the Parties are not able to mutually agree on a arbitrator within 3 (three) days of Arbitration Notice Date, Nestaway shall appoint the sole arbitrator within 3 (three) days.
5. The arbitration will be conducted in a time bound manner in accordance with the procedure specified on Nestaway's website; https://www.nestaway.com/welcome/tenant_terms_web.
6. The place of arbitration will be at Bangalore, India only. The arbitration shall be conducted in English only. The award shall be binding on both the Parties
7. 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.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement at bangalore on the day and year first above written.

Owner

Signature:

Hiran Borda

Name:

IN WITNESS WHEREOF the parties hereto have executed this Agreement at bangalore on the day and year first above written.

Licensee

Signature:

Name:

Neha Kapoor