

LEAVE & LICENCE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT ("AGREEMENT") IS MADE AND EXECUTED ON 2016-10-07 AT Bangalore.

BY AND BETWEEN:

Raman V S J Samavedam aged about 46 years son of **Satyanarayana Murthy**, residing at **villa 111, Adarsh serenity , Kannamangala main road, Whitefield, Bangalore 560067** hereinafter referred to as 'the **LICENSOR/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

PUNEET KUMAR KALA aged about **24** years son of **AJAY KALA**, permanent address at **1-1E 203, Amit Appartment**, (hereinafter referred to as the '**LICENSEE/TENANT**', which expression, where the context admits, shall include their heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PARTY**;

The Licensors/ Owner and Licensee/ Tenant 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 **2nd floor, 72, Ashoka Avenue , k r gardens , murgesh playa**, 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 Tenant 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 Tenant after mutual discussions have agreed to license the Schedule Premises, with effect from **2016-10-08** up to **2017-06-01**. The Owner and the Tenant 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 Tenant to be performed and observed, the Owner hereby grants a license unto the Tenant 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 Tenant 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 **2016-10-08** ("**License Start Date**") and expire on **2017-06-01** (both days inclusive) and the intervening period shall be the "**License Period**".

There shall be a lock in period of **six** months ("**Lock-in Period**") commencing from the License Start Date.

"Move-in Date" shall mean the date on which the Tenant physically intends to/actually occupies the Schedule Premises.

"Move-out Date" shall mean the date on which the Tenant 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 Tenant/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 3 days from the Move-in Date (including the Move-in Date) and 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 June 4, 2016.

2. LICENSE FEE:

- 2.1 The Tenant shall pay the Owner through its Authorised Representative a License Fee aggregating to Rs. **Seven thousand, five hundred** 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.
- 2.2 Any payable from Tenant towards Owner or its Authorized Representative shall be payable only through any Modes of Payment.
- 2.3 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 Tenant.

3. SECURITY DEPOSIT:

- 3.1 The Tenant shall also pay to the Owner through its Authorised Representative a refundable interest free Security Deposit equivalent to two (2) months License Fee towards maintenance of Schedule Premises and other fees payable by the Tenant 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.

- 3.2 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 Tenant 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 Tenant.

6. TERMINATION:

- 6.1 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 Tenant agrees to vacate the Schedule Premises immediately.
- 6.2 Subject to clause 6.3, the Parties herein cannot terminate the Agreement during the Lock-in Period. After lock-in period, each Party shall have the right to terminate the Agreement by providing 10 days' prior written notice to the other Party.
- 6.3 The Owner or its Authorized Representative shall have the right to deduct up to INR 5000 from Security Deposit of the Tenant or terminate the license with a 24 hour notice or both in the event of any of the following happening.
- a) Written complaint from the housing society/association against the Tenant.
 - b) In the event of the Tenant using the Scheduled Premise for reasons other than residential.
 - c) In the event of non-adherence of the house rules & Guest Hosting Policy as set out in **Annexure D**.

d) Written Complaint from two or more co-tenants of the Schedule Property to the Owner or to the Service Provider

6.4 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 Tenant within three (3) working days of vacating the premise after deducting the unpaid License Fee & other charges as may be applicable.

6.5 Notwithstanding anything contained in this Agreement, the Service Provider reserves the right to charge an amount of INR 999 (inclusive of taxes) to the Tenant towards the renovation and cleaning charges at the time of termination of this Agreement.

7. MAINTENANCE & UPKEEP OF THE SCHEDULED PREMISE:

7.1 Responsibilities for maintenance & upkeep of the premise are described in **Annexure C**.

7.2 The Tenant 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.

7.3 If Tenant 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 Tenant. The Tenants of the Schedule Premises shall be jointly liable for any damage or destruction in the common area of the Schedule Premises and the Tenant shall be liable to her/ his share in the same.

8. UTILITY COSTS

Unless otherwise specified in this Agreement, the Tenant 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 Tenant. In case any issue arises between the Tenants of the Flat in respect of sharing the utility charges, the Tenants 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 Tenant shall use the Schedule Premises for residential purpose ONLY. The Tenant shall have exclusive

rights over the Schedule Premises and the Tenant shall share the Amenities along with the other tenants/licensees of the Flat. The Tenant shall have no objection with respect to religion, caste, food habits (i.e., vegetarian/non-vegetarian), etc., of the other Tenants of the Flat.

10. REPRESENTATIONS

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

10.1.1 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.

10.1.2 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.

10.1.3 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.

10.2 The Tenant hereby represents the following on the date of this Agreement and on each day till the Agreement is in effect:

10.2.1 All documents and information provided by the Tenant to the Owner and the Service Provider are accurate and correct

10.2.2 The Tenant 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 Tenant will bring it to the notice of the Service Provider immediately

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

11. OTHER TERMS & CONDITIONS

The Schedule Property is located in a building and the Tenant 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 Tenant shall submit his basic details including emergency contact number & proofs of identity, address & employment to the Service Provider before the Agreement start date. The Tenant 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 Tenant.

12. NOTICES

Any notice to be issued either to the Tenant or to the Owner or its Authorized Representative shall be addressed and sent to their respective addresses/email IDs or via hand delivery.

13. 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**

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

OWNER

Signature:

Name:

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

TENANT

Signature:

Name:

ANNEXURE A

SCHEDULE PREMISES

Location: 2nd floor, 72, Ashoka Avenue , k r gardens , murgesh playa

Owner: Raman V S J Samavedam

Parking for two wheelers: 0

For four wheelers: 0

One Single Cot (not shared), One single mattress with pillows (not shared), one bedside table, Cupboards, One ceiling fan, one tube light

TENANT DETAILS

Tenant Name: PUNEET KUMAR KALA

Tenant Phone no.: 9740244566

Tenant email: puneetkkala@gmail.com

FITTINGS & FURNISHING

Fittings & furnishing provided as per the signed move-in booklet.

ANNEXURE B

LICENSE FEE

Amount	: INR Seven thousand, five hundred per month
Payment Terms	: Payable at start of the month on or before 5th via any
Modes of Payment	
License Fee start and end date	: License Fee shall be payable (both days inclusive) by the Tenant from License Start Date till License End Date or the date on which the Tenant actually vacates and hands over the possession of the Schedule Premise to the Owner or its Authorised Representative, whichever is later.
Late Payment Charges	: Applicable, as per the policy document available at www.nestaway.com

LICENSE FEE INCLUSIONS (List A):

1. Home & furnishing charges
2. Society maintenance charges, wherever applicable
3. Free service visit charges upto INR 500 per month per house (can't be carried forward). Cost of materials used for repair are not included.
4. DTH Box & wifi router installation charges

LICENSE FEE EXCLUSIONS (List B):

1. Water charges. If water is included in building maintenance, the Tenant shall pay a separate fixed charge of INR 300 – 500 based on the area towards it.
2. Electricity Charges
3. Cooking Gas charges
4. DTH charges (non installation related)
5. Internet charges (non installation related)
6. Any items that is not covered under furnishing & fitting.
7. Day to day or weekly cleaning or maid charges
8. Periodic maintenance of appliances.
9. Any other charges which are not listed in List A above.

SECURITY DEPOSIT

Deposit	: Two months of License Fee as Security deposit
Deposit Refund Terms	: Interest free deposit refundable within 10 working days from the License End Date after applicable deductions. The refund will be done only through online transfer to any bank account specified by the Tenant

Payment Terms

: 20% at the time of booking, remaining 80% on move-in made through any Modes of Payment

DEDUCTIONS

CHARGE DESCRIPTION	AMOUNT (INR)	PERIOD FROM WHICH IT IS APPLICABLE
Booking Cancellation Charges	Nil	Applicable from the date on which booking is done on the website or application of the Service Provider and will be charged if the booking is cancelled before License Start Date
Renovation/Cleaning Charges	999	Applicable only after Move-In Date and will be charged to Tenant on License End Date.
Lock in Period Charges	1 month License Fee	Applicable only after Trial Period End Date and will be charged to Tenant on License End Date if the Tenant moves out before end of the Lock-in Period
Notice Period Charges	Maximum of 10 days of License Fee	Applicable after Trial Period End Date and will be charged to Tenant on License End Date. No Notice Period Charges will be levied if the Tenant has provided a move out request on the website or application of the Service Provider at least 10 days prior to License End Date. In case the notice period provided by Tenant on the website or application of the Service Provider is less than 10 days, then License Fee for the difference shall be deducted as Notice Period Charges
Internal Transfer Charges	50% of License Fee for one month	Applicable after Trial Period End Date and will be charged to Tenant on License End Date, if and only if the Tenant wants to move into any other premises managed by the Service Provider. This charge will be in lieu of Lock in Period Charges.
Late payment charges	As specified in on the website of the Service Provider.	NA
Unpaid utility bills/late payment charges	At actuals	These will be charged at actuals and divided among other tenants, if applicable.
Damages to Schedule Premises/goods and furnishing at the Schedule Premises or in the society in which the Schedule Premises are located	At actuals	These will be charged at actuals and divided among other tenants, if applicable.

Unless otherwise mentioned all the above charges are mutually exclusive of each other. The Security Deposit amount shall be refunded to the Tenant after the aforementioned deductions.

ANNEXURE C

Division of maintenance responsibilities between the Owner and the Tenant

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

1. Structural Repairs except those necessitated by the damage caused by the Tenant.
2. Whitewashing of walls and painting of doors and windows. The Owner shall paint the interior, doors & windows at the beginning of the Agreement period & thereafter at least once in three years.
3. Changing plumbing pipes when necessary
4. Any major repair due to natural wear & tear of appliances & furniture. The Tenant shall pay for such damages if they have caused the damage.
5. Any repair, replacement and maintenance issues (for amenities provided by the Owner) arising during the first one month of from the date of execution of service agreement with the Service Provider.

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 major internal and external wiring change
10. Kitchen fixtures repairs
11. Replacement of knobs and locks of doors, cupboard windows etc.
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 Tenant.
15. Periodic maintenance of appliances, furniture and other amenities provided by Owner or the Service Provider (either directly or through any other third party).
16. Any other repair or maintenance not covered in part A above

Part C: Other charges

It is explicitly agreed that **owner shall** bear the monthly maintenance charged by the society in which the Schedule Premises is located, if society maintenance charges are applicable.

ANNEXURE D

HOUSE RULES

1. All garbage must be disposed daily in bags in accordance with the rules of the applicable municipal corporation and the society in which the Schedule Premises are located.
2. Partaking in any activity that causes damage to the property and/or inconveniences the Owner or neighbors or to any co-tenant is forbidden. This also includes consumption of banned substances inside or outside the Schedule Premises.
3. Excess noise is prohibited. This includes: music, TV, slamming of doors, shouting etc. in the property and/or surrounding areas, particularly in residential areas in hours of rest. Noise is a frequent cause of complaint between the neighbors, who may call security in the event of nuisance;
4. The Tenant will maintain peaceful relationship with all the other co-tenants of the Schedule Premises.
5. The Tenant will make sure that the Schedule Premises and/or his/her room is locked when there are no occupants;
6. The Tenant will take all possible steps to safeguard the Schedule Premises and the furnishings of the Schedule Premises from any damage or robbery;
7. The Tenant or any guest shall neither indulge in any illegal activity nor use the Schedule Premises for any illegal activity
8. Any criminal or offensive conduct that will entail the intervention of the Municipal Police or other Government agencies is prohibited hereunder;
9. Carrying out any construction work or reforms of any type on the property, or making any alterations of any type to the layout and distribution of the furniture in the property is not allowed without prior written approval.
10. Using the premise for any purpose other than residential use is prohibited.

GUEST HOSTING POLICY

1. No guests are allowed to stay overnight without prior written permission of the co-tenant or the Service Provider.
2. Guests of opposite gender are strictly not allowed after 7 PM in the Schedule Premise without prior written approval of the Owner or the Service Provider.
3. The Tenant shall be held responsible for conduct of his/her guests in the Schedule Premise & its consequences thereafter. Any financial losses incurred shall be borne by the Tenant.

THEFT POLICY

The Tenant shall be responsible for his/her belongings in the Schedule Premise. The Owner or its Authorised Representatives shall not be liable for any theft of personal belongings of the Tenants.

In case of theft/loss of any furnishing or appliance or furniture, all the Tenants shall be held responsible & Owner or its Authorised Representative shall have the right to deduct money from security deposit of Tenants towards compensation of the loss.

AUTHORISATION LETTER ON BEHALF OF THE TENANT

TO WHOMSOEVER IT MAY CONCERN

I, Mr./ Ms. **PUNEET KUMAR KALA**, aged **24**, having permanent address at **1-1E 203, Amit Appartment**, is the Licensee/ Tenant of the Schedule Premises being **2nd floor, 72, Ashoka Avenue , k r gardens , murgesh playa** since **2016-10-08** pursuant to the leave and license Agreement dated **2016-10-07** executed between me and Mr. **Raman V S J Samavedam** (Owner of Schedule Premises).

I hereby grant full power and authority, to the Owner or any of his/her authorised agents/representatives, to disclose from time to time at their own discretion any data in relation to the payment (including any delay in payment) of the License Fee or any other payment due to Owner or to any of its Authorised Representative or to any third party which is owed due to the result of the Tenant residing at the Schedule Premises to any credit bureau (existing or future) without any notice to me. Any such action shall be deemed ratified and approved by me.

I am aware that the Owner or any of his/her Authorised Representatives, may at their own discretion, record specific conversations, in cases of grievance related conversation or recovery of pending rent amount related conversations or any other conversation, that the parties may deem fit without explicitly informing me about the same.

Thanking You,
Sincerely

PUNEET KUMAR KALA
1-1E 203, Amit Appartment



**Nestaway Technologies Private Limited
Intimation of Tenant Accommodation**

Date : 2016-10-07

From,

**NestAway Technologies Pvt. Ltd.
#1546/47 19th Main Road, Sector- 1,
HSR Layout, Bengaluru, Karnataka- 560102**

To,

**The Station House Officer,
_____ Police Station.
_____ City.**

Sub : Intimation of Tenant Accommodation

Dear Sir,

This is with reference to the Above subject I write to inform you that **PUNEET KUMAR KALA** son of **AJAY KALA** resident of No _____ comes under _____ Police Station limits, who is accommodated in _____ since _____

This is for your information.

Thanking You.
Yours faithfully,

Signature by Owner or its Authorised Representative



Nestaway Technologies Private Limited
Tenant Intimation Form

Photo

DETAILS OF THE LAND LORD

Land Lord Name : Raman V S J Samavedam	Father's Name : Satyanarayana Murthy
Age : 46	Mobile No. : 9880275647
Property Address : 2nd floor, 72, Ashoka Avenue , k r gardens , murgesh playa	Permanent Address : villa 111, Adarsh serenity , Kannamangala main road, Whitefield, Bangalore 560067
Office Phone No.	Residence Phone No. : 9880275647
Jurisdiction Police Station	

DETAILS OF THE TENANT

Tenant Name : PUNEET KUMAR KALA		Father's Name : AJAY KALA	
Age : 24		Mobile No. :	
Office Address	Present Address : 2nd floor, 72, Ashoka Avenue , k r gardens , murgesh playa	Permanent Address : 1-1E 203, Amit Appartment	
Office Phone No.	Residence Phone No.		
Family Details			
Sl. No.	Name	Age	Relationship
Details of ID proof with No. g (passport, Driving license, Arms license, Ration card, voter card, Income Tax (pan no.)			

Signature by Owner or its Authorised Representative