

## ACCOMMODATION AGREEMENT

This Accommodation Agreement ("**Agreement**") is made at Pune on this 28th day of february, 2025 ("**Execution Date**") and is effective from 28-02-2025 ("**Effective Date**")

### BY AND BETWEEN

**ZOLOSTAYS PROPERTY SOLUTIONS PRIVATE LIMITED** (with PAN# AAACZ8446N having its registered address at No. 1190, 22<sup>nd</sup> Cross Road, Sector 3, HSR Layout, Bengaluru, Karnataka-560102, represented by **Mr. Anoop U, Associate Director- Customer Experience**, (hereinafter referred to as the "**Operator/Facility Manager**", which expression shall, unless contrary to the context, be deemed to mean and include its successors and assigns) of the **FIRST PARTY**

### AND

**ROHIT GHOSH**, aged about 23 years and permanently residing at 43/3A, BAISHNAB GHATA ROAD KUSUM APARTMENT, FLAT NO:- B2, KOLKATA 700047 (hereinafter referred to as the "**Resident**", which expression shall wherever the context permits be deemed to include his/her legal heirs, successors, legal representatives and assigns) of the **SECOND PARTY**;

Operator/Facility Manager, Resident and Guardian shall hereinafter be individually referred to as a "**Party**" and jointly as "**Parties**".

### WHEREAS:

1. The RDS will be offered to Residents as accommodation for end use as residence, situated at Siemens and many other IT companies, HQ4X+477, Baner, Aundh Road, Near Veritas Technologies, Baner, Pune, Maharashtra 411045 ("**RDS**").
2. The Resident has approached the Operator/Facility Manager via mobile application, website, walk-in etc to enable the Resident to occupy and use the RDS for accommodation for end use as residence, during the Term (as defined hereinafter) subject to the terms and conditions hereinafter provided.
3. The Parties agree and confirm that the Operator/Facility Manager is a confirming party to this Agreement.
4. The Parties hereto are desirous of entering into this Agreement in respect of the said RDS on the terms and conditions and in the manner hereinafter set out.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

### 1. DEFINITIONS

In this Agreement, (i) capitalized terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following words and expressions shall have the following meanings:

- i. "**Accommodation Tariff**" shall have the meaning assigned to it in Clause 3.1;
- ii. "**Refundable Licensee Security Amount**" shall have the meaning assigned to it in Clause 3.2; and
- iii. "**License Term**" shall have the meaning assigned to it in Clause 4.1.

### 2. POSSESSION OF THE PROPERTY

- 2.1. In consideration of the Accommodation Tariff (*as defined herein below*) payable by the Resident/Guardian, the Operator does hereby grant access to the Resident to occupy and use the RDS for long/ short stay, whether boarding and lodging or for end use as residence, on a leave and license basis during the License Term, which may be extended for such further period as may be mutually decided between the Parties.
- 2.2. The Resident shall be entitled to enjoy peaceful possession of the RDS and use the furniture, fixtures, fittings and other amenities in the RDS subject to the (i) compliance by such Resident of the rules and regulations, as may be notified by the Operator/Facility Manager from time to time, through any medium that it deems appropriate; and (ii) Resident/Guardian honoring all obligations under this Agreement.

### 3. FEES AND PAYMENTS

- 3.1. In consideration of the license granted by the Operator as set out in this Agreement and notwithstanding anything to the contrary contained herein, the Resident/Guardian shall pay such amount as notified via appropriate means, per day ("**Accommodation Tariff**"), plus applicable taxes, payable in advance on or before the 7th (seventh) day of each English calendar month, commencing from Effective Date.
- 3.2. The Resident/Guardian shall pay an amount as notified via appropriate means towards meal charges in the event the Resident has subscribed to the meal plan.
- 3.3. The Resident/Guardian shall pay such amount as notified via appropriate means, as an interest-free refundable Resident security amount ("**RRSA**"), to be collected and secured by the Operator/Facility Manager towards security for the due compliance of the terms and conditions of this Agreement. Upon expiry of this Agreement or earlier termination thereof, the RRSA less **Page 1** amount equivalent to INR 1,950/- (Rupees One Thousand Nine Hundred and Fifty Only) plus applicable taxes ("**Exit Fees**"); and (ii) any other deductions that may deem fit towards recovery of cost/ losses for damage caused to the RDS or the furniture, fixtures, fittings and other amenities therein by the Resident, shall be refunded to the Resident. The Exit Fees shall be levied towards maintaining

the best practices of cleanliness and hygiene, at the RDS, *except* in case the Resident is residing at the RDS for a period of 12 (twelve) months or more.

- 3.4. The Resident/Guardian shall pay a non-refundable amount as notified via appropriate means, plus applicable taxes (**"Pre-booking Fee"**) to the Operator/Facility Manager, at the time of booking.
- 3.5. The Operator/Facility Manager shall have the right to increase or decrease or alter the Accommodation Tariff or the services provided to the Resident by providing 7 (seven) days' notice by appropriate means.

#### 4. DURATION AND TERMINATION

- 4.1. This Agreement shall commence on the Effective Date and shall remain in force, unless terminated earlier in accordance with the terms of this Agreement ("**Term**"). The Term can be extended by mutual agreement between the Operator/Facility Manager and the Resident in writing.
- 4.2. This Agreement shall terminate upon expiry of the Term or may be terminated upon occurrence of one or more of the following events:
- 4.2.1. immediately, by any of the Parties, on the breach of the Agreement by the other Party where such breach is incurable, or where curable, when not cured within such time period as is reasonably determined by the Operator/Facility Manager;
  - 4.2.2. immediately, by the Operator/Facility Manager, in the event of non-payment of Accommodation Tariff by the Resident by the due date, as communicated by the Operator/Facility Manager from time to time;
  - 4.2.3. by the Operator/Facility Manager, without cause, by providing 1 (one) day notice to the Resident; and
  - 4.2.4. by the Resident, without cause, by providing a 30 (thirty) days' written notice, if the Resident opt to stay for a duration of 30 (thirty) days' or more.
- 4.3. On the expiry of the Term or earlier termination of this Agreement, the Resident shall (i) forthwith discontinue use of the RDS and any furniture, fixtures, fittings and amenities provided therein; and (ii) ensure delivery of the vacant possession of the RDS in a good condition. It is hereby agreed that the Operator shall, in the event the Resident fails to do so, be entitled to remove belongings of the Resident from the RDS, if any, without any liability and/ or claim from the Resident or any person claiming through or under such Resident.

#### 5. COVENANTS OF THE LICENSEE

- 5.1. The Resident shall:
- 5.1.1. abide by all the terms, rules and regulations of stay and conduct, as notified by the Operator/Facility Manager from time to time through media that the Operator/Facility Manager may deem fit for the purpose;
  - 5.1.2. use the RDS only for accommodation purposes and not for carrying out any commercial, illegal or immoral activity in the RDS or in any common area. In the event the Operator/Facility Manager has knowledge of any unlawful activity in the RDS, the Operator/Facility Manager reserves the right to immediately evict the Resident from the RDS. The Operator/Facility Manager shall not be responsible for any illegal acts or omission perpetrated, committed, or suffered by the Resident(s);
  - 5.1.3. not do or caused to be done anything in the RDS which causes nuisance or annoyance to the other occupants of the RDS or in the neighborhood;
  - 5.1.4. allow the Operator/Facility Manager and/ or his duly authorized representatives to inspect the RDS at all times during the Term;
  - 5.1.5. not make any structural alterations, modifications or additions in or to the RDS and/ or change locking devices; and
  - 5.1.6. not assign, transfer, sub-let or part with the possession of RDS in any manner whatsoever during the Term.

#### 6. REPRESENTATIONS AND WARRANTIES

- 6.1. Each of the Parties hereby represents and warrants to the other Parties that:
- 6.1.1. it has full power, capacity and authority to execute, deliver and perform this Agreement;
  - 6.1.2. this Agreement upon execution and delivery by it shall constitute a legal and binding obligation on it enforceable against it in accordance with its terms; and
  - 6.1.3. there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

#### 7. INDEMNITY

- 7.1. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses arising out of or accruing from:
- 7.1.1. any misrepresentation or inaccuracy in, or breach of any representation and warranty provided in this Agreement; and
  - 7.1.2. any breach of its obligations and covenants under the terms of this Agreement.

#### 8. MISCELLANEOUS

- 8.1. The Annexures shall be deemed to be a part of the Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter and overrides any prior agreements (whether oral or written) between the Parties in this respect.
- 8.2. The Operator/Facility Manager reserves the right to update and change the terms and conditions mentioned on the website [www.zolostays.com](http://www.zolostays.com) or the mobile application at its discretion, without any prior notification to the Resident/Guardian.
- 8.3. A Party shall not be liable for any failure of or delay in the performance of this Agreement, except for payment obligation, for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, change in applicable laws, fires, floods, tsunamis, explosions, earthquake, embargoes, epidemics, pandemic, lockdown, curfew, disease, accidents, acts of God, threat of wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of governmental authority, shortages of materials, industrial emergencies and/or terrorist attacks ("**Force Majeure Event**").
- 8.4. The failure by any Party to exercise or enforce any legal right or remedy which is contained in this Agreement shall not be deemed

Signature

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to be a waiver of such rights and remedies.

- 8.5. Unless otherwise stated, all notices, approvals, instructions, demands and other communications given or made under this Agreement shall be in English and in writing and shall be given by display at the RDS at a prominent location, or by electronic mail, notification on mobile application or by personal delivery, or by sending the same by prepaid registered mail or courier addressed to the relevant Party at its address.

- 8.6. This Agreement shall be governed by the laws of India and the competent courts at Bengaluru shall have exclusive jurisdiction over any dispute arising out of this Agreement.
- 8.7. Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of the Resident or over or upon the RDS or transferring any interest therein in favour of the Resident other than the permissive right of use hereby granted.

**IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.**

**FOR THE OPERATOR**



**Name: Anoop U**

**Authorised Signatory**

**FOR RESIDENT (Name & Signature): ROHIT GHOSH**

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Signature:

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**ANNEXURE-1**

**RULES AND REGULATIONS FOR THE RESIDENTS**

**1. ONBOARDING POLICY-**

- No customer would be allowed to onboard without the complete payment of the (i) Pre-booking Fee; (ii) Accommodation Tariff for the first 30 (thirty) days from the Effective Date, if the Licensee opts to stay for a period of 30 (thirty) days or more; and (iii) RLSA, and without the completion of the KYC process.
- In case customer is unable to pay the entire amount of the Accommodation Tariff, as enumerated above, at the time of on-boarding, they may do so within 48 hours from the time of on-boarding, subject to approval from Central Support Team of the Operator/Facility Manager
- In the event of any circumstances beyond the control of the Operator/Facility Manager, the Operator/Facility Manager reserves the right to change the location of the RDS, with intimation, for providing alternative residential accommodation to the Residents.

**2. GUEST POLICY -**

- Guests of the opposite gender are allowed to visit only in the common areas and not inside the room or flat.

Residents would need to take an approval from Central Support of the Operator/Facility Manager for booking guest stay and make necessary payments for guests' overnight stay depending on the duration of stay.

All personal property of Residents and their guests, on the RDS, shall be kept at Resident's own risk, and Operator/Facility Manager shall not be responsible for any theft of the personal property of the Resident and/or their guests.

**3. RENT POLICY**

- Your daily Accommodation Tariff, including commercial discounts, shall be payable once in 30 (thirty) days for the reason that you have subscribed to stay at the Demised Premises for a period not less than 30 (thirty) days. The Accommodation Tariff is accepted via the Zolo mobile application and website only. Please be informed that cash is not an acceptable mode of payment and any payments made via this mode shall not absolve you of your liability to pay the Accommodation Tariff.
- For your first 30 (thirty) days of stay, if you so, opt to stay for such duration, Accommodation Tariff has to be paid before check-in. For every subsequent month, Accommodation Tariff has to be paid by the 7<sup>th</sup> of each month, in advance.
- If the Accommodation Tariff payment is delayed, the following penalty amounts will be applicable:
  - o From the 7<sup>th</sup> to the 10<sup>th</sup> day of the month, a penalty of Rs.500/day, plus applicable taxes, shall be imposed
  - o If your stay is for more than 30 (thirty) days and the Accommodation Tariff remains unpaid even until the 10<sup>th</sup> day of the month, you shall be liable for immediate eviction. In accordance with the company policy, complete amount of the RLSA, plus the applicable taxes, shall be adjusted against the dues payable in respect of charges such as unpaid Accommodation Tariff, Exit Fees, penalty and other charges, if any. and legal action may follow, if required.
- We have made a promise to pay our dues to service providers who ensure a comfortable stay for you. To keep that promise, we need you to make timely payments.

**4. EXIT REFUND POLICY**

- All refunds are made online, no cash refunds are possible
- Your security deposit is fully refundable subject to:
  - o Clearance of dues
  - o Payment of Exit Fees plus applicable taxes
  - o Return of items issues at the time of onboarding
  - o No damages caused
  - o Completion of 30 days' notice period
  - o Timely payments

Zolo package subscription, if applicable. For more details please refer to [www.zolostays.com](http://www.zolostays.com)

- In case you have made an excess payment, it will be refunded along with the RLSA.

• Signature:

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Refunds would be processed within 7 working days post exit from the property, provided you have submitted your bank account

details correctly and completely.

In the event, you have opted for Zolo Package, then refund of RRSA is subject to the conditions outlined above and any further provisions as detailed in our website [www.zolostays.com](http://www.zolostays.com)

5. NOTICE EXTENSION/CANCELLATION POLICY

- A cancellation or extension ticket can be raised on the Operator/Facility Manager's mobile application, if desired.
- Acceptance of cancellation and extension is subject to availability.
- Please submit your cancellation/extension requests at least 7 days in advance of your original exit date.
- At the time of extension, all dues should be cleared.
- Refer to the website [www.zolostays.com](http://www.zolostays.com) for more information on cancellation.

6. PRE-BOOKING CANCELLATION POLICY

- Each customer would have to pay a one-time pre-booking fee, plus applicable taxes, depending on the offer(s) and terms and condition prevailing with the Licensor at the time of on-boarding, which is a non-refundable.
- Payment of booking charges means the customer has confirmed his stay with us on the said date of joining and it is assured that the person will be allocated a bed at the time of joining.

- There will be no refund if the customer cancels the booking/fails to move in on his mentioned date of joining.
8. FOOD SUBSCRIPTION POLICY -
- Meals are subject to availability at each property Please check at the time of booking whether meals are provided at your property or not.
  - Such meals shall be made available on subscription basis. For more details on the terms and condition of the food subscription, please view our website [www.zolostays.com](http://www.zolostays.com) or the mobile application.
9. ELECTRICITY CHARGES –
- Electricity charges shall be borne by the residents and shall be payable at actuals. For more details please refer to [www.zolostays.com](http://www.zolostays.com) or the mobile application.

**IMPORTANT NOTE:** Above mentioned “Rules and Regulations for the Residents” are subject to change with time and circumstances. Any such changes may be viewed on our website - [www.zolostays.com](http://www.zolostays.com) or the mobile application.