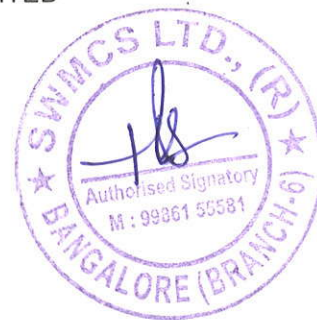


Government of Karnataka

Certificate No.	: IN-KA44791395343706U
Certificate Issued Date	: 14-Jun-2022 12:44 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ BANGALORE6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0812735737640870U
Purchased by	: ASHIMARA HOUSING PRIVATE LIMITED
Description of Document	: Article 5(J) Agreement (In any other cases)
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ASHIMARA HOUSING PRIVATE LIMITED
Second Party	: NOT APPLICABLE
Stamp Duty Paid By	: ASHIMARA HOUSING PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Dr. Uday Singhvi

Umang Singhal

By: Umang Singhal

Umang Singhal

At 2022-07-07 18:03:57 IST
Email: umangsinghal@gmail.com

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

LEAVE AND LICENSE AGREEMENT**RESIDENTIAL ACCOMMODATION**

This Leave and License Agreement for long term residential accommodation is made and entered on 2022-07-01 by and between and shall be effective from 2022-07-01: Umang Singhal, aged 21 having Aadhar No. and permanent address at B 301 Blu Sparsh, T.p-14, F.p-23, Near Saurabh Police Station, Behind TGB Restaurant Road, Pal Gam, Surat, Gujarat 395009 Surat Gujarat, (hereinafter referred to as the **"Resident"**, which expression shall unless it be repugnant to the context and meaning thereof mean and include his legal heirs, assigns and successors) of the One part

AND

M/s. Ashimara Housing Private Limited, a company registered under Companies Act 2013, having its registered office at 221, First Floor, Okhla Industrial Area, Phase-III, New Delhi, - 110020 represented through its authorised signatories (hereinafter referred to as the **"AHPL"** which expression shall unless repugnant to the context thereof, mean and include its successors and permitted assigns) of the Second Part

The Resident and AHPL are hereinafter jointly referred to as the **"Parties"** and individually referred to as the **"Party"**.

WHEREAS:

- A. AHPL is engaged in providing long term residential accommodation to residents at various states in India.
- B. AHPL has taken on lease/ leave and licenses basis the premises used for residential purposes described in Schedule (**"Residential Premises"**) hereto from a landlord (**"Landlord"**) for sub-letting/sub-licensing the same to residents for long term residential accommodation of Resident.
- C. The Resident has moved from the permanent address for pursuing higher education and wishes to take on let/license a Residential Unit (hereinafter defined) for use as a dwelling for long term accommodation
- D. The Resident wishes to take on leave and license basis a residential unit in the Residential Premises (**"Residential Unit"**), along with furniture and fixtures in the Residential Premises (**"Fixtures"**) along with other incidental onsite access, amenities and facilities for residential accommodation, as detailed in **Annexure A** hereto for long term residential accommodation purpose.
- E. Accordingly, AHPL has agreed to license the Residential Unit along with the Fixtures to the Resident on terms and conditions as provided in this Agreement.

NOW THIS AGREEMENT IS HEREBY AGREED, UNDERSTOOD, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. GRANT OF LICENSE, TERM AND LICENSE FEES

Subject to the Resident complying with the terms and conditions hereunder, AHPL hereby grants a "license" to the Resident to use and occupy the Residential Unit along with the Fixtures, in the manner detailed in this Agreement (**"License"**). In terms of this Agreement

peaceful possession of the Residential Unit fit for occupation is handed over to Resident by AHPL along with access control which is fit for occupation by the Resident and can be used by the Resident for long term residential accommodation purpose.

1.1 AHPL has agreed to grant the License to the Resident for such period starting from such date as provided in **Annexure B** herein ("**License Period**"). During the License Period, the Resident shall not be entitled to terminate this Agreement unless otherwise provided in this Agreement. Upon expiry of the License Period or earlier termination as contemplated herein, the Resident shall vacate the Residential Unit and hand over the peaceful possession of the Residential Unit to AHPL. Other Incidental onsite access, amenities and facilities for residential accommodation is provided for better peaceful enjoyment of the Residential Unit by the Resident.

1.2 In consideration of the License, the Resident shall pay to AHPL a rental amount/license fees of an amount and in the manner provided in **Annexure C** hereto ("**License Fees**"). The License Fees paid by the Resident shall be non-refundable unless otherwise provided herein or mutually agreed in writing by the Parties. In the event, the Resident decides not to reside in the Premises, the Resident shall not be entitled for any refund whatsoever..

1.3 Subject to Clause 1.7 of this Agreement, in addition to the License Fees,, the Resident shall be required to pay an interest free security deposit to AHPL of such amount as mentioned in **Annexure C** hereto ("**Security Deposit**"). The Security Deposit shall be refundable at the end of the License Period after the Resident provides a vacant and peaceful possession of the Residential Unit. AHPL shall be entitled to adjust from the Security Deposit all outstanding amounts to be paid by the Resident to AHPL and any damages caused to the Residential Unit and the Fixtures by the Resident. In the event, the Security Deposit has been adjusted fully, AHPL shall be entitled to ask for a top-up of the amount from the Resident at relevant time.

1.4 In the event there is any delay in payment of the License Fees beyond the scheduled date by the Resident, AHPL shall be entitled to receive interest on such unpaid part of the License Fees at the rate of 18% per annum until the unpaid amount of License Fees has been fully paid. In addition, AHPL shall have the right to confiscate keys or change the lock of the Residential Unit/ room where the Residential Unit is located.

1.5 The supply of residential accommodation as stipulated in this Agreement is not liable to Goods and Services Tax, under the Central Goods and Services Tax Act, 2017 and therefore, no goods and service tax is leviable on the License Fees. Based on the said understanding, AHPL is not charging Goods and Services Tax on the License Fees. In the event of any claim (enquiry, demand letter, notice etc.) towards goods and service tax is made by the tax authorities, either from the Landlord or AHPL, at any point of time in relation to this Agreement because of amendment in the goods and service tax laws or by way of judicial pronouncements either retrospective or prospective or based on interpretation of the current GST law, AHPL reserves its right to seek full reimbursement of the said tax including any interest and penalty leviable thereon, from the Resident. AHPL also reserves the right to set-off such payable amount against the Security Deposit or any other amount, as applicable and as the case may be.

2. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF RESIDENT

2.1 The Resident shall use the Residential Unit, along with the Fixtures for long term residential stay only and shall not use it for any other purpose. The Resident undertakes and

By: Umang Singhal

Umang Singhal

2.12 The Resident shall provide all necessary documents and information to AHPL for AHPL to complete the KYC and police verification of the Resident including Aadhar Card, College ID, Driving License / Passport Copy etc. In case there is any change in such information, the Resident shall immediately inform AHPL regarding such change.

2.13 The Resident can use the address of the Residential Unit as its residential address for government identity cards (Passport, PAN, Election Card, Aadhar card etc.), Bank Account opening, communications, receipt of parcels, online delivery and other relevant purposes during the License Period.

2.14 The Resident shall not consume, keep, or store any liquor, narcotics, or any abusive substance, stimulant drugs, firearms at the Residential Premises. The Resident shall abide by the Substance Abuse Policy of AHPL a copy of which shall be provided by AHPL to the Resident.

2.15 The Resident acknowledges that Landlord of Residential Premises through its representatives (including AHPL) have the right to inspect the usage of the Residential Unit as permitted under this License and the Resident shall accordingly permit such representatives for the inspection of the Residential Premises wherein the Residential Unit is located.

2.16 The Resident agrees to keep this Agreement and any other documents executed by the Resident in relation to this Agreement confidential.

2.17 The Resident shall inform AHPL in writing in case the Resident is suspended or rusticated from the college or institution.

2.18 The Resident represents and warrants that (a) he/she has the full power and authority to enter into this Agreement; (b) he/she has read and understood the terms and conditions mentioned in this Agreement; (c) he/she is not precluded by the terms of any contract, arrangement from entering into this Agreement; (d) the Agreement forms a valid and legally binding obligation of the Resident enforceable against him/her; (e) all information provided by the Resident to AHPL is true and correct; (f) there are no pending actions, suits, proceedings, litigations, disputes or inquiries against the Resident by any governmental authority and (g) he/she has visited/online checked the Residential Unit and the available Fixtures and agrees to use the Residential Unit along with the Fixtures in accordance with this Agreement.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF AHPL

3.1 AHPL represents and warrants that (a) it has the full power and authority to enter into this Agreement for subletting/sub-licensing the Residential Premises; (b) the person signing this Agreement on its behalf has the full power and authority to sign the Agreement; (c) he/she is not precluded by the terms of any contract, arrangement from entering into this Agreement; (d) the Agreement forms a valid and legally binding obligation of AHPL enforceable against it; and (e) there are no pending actions, suits, proceedings, litigations, disputes or inquiries against AHPL which precludes it from entering into this Agreement.

3.2 AHPL shall provide certain Fixtures in the Residential Unit in good and workable condition. In the event, there is any damage to the Fixtures, AHPL shall repair or replace the Fixtures at its own cost and expenses, provided such damage is not caused due to fault of the Resident.

3.5 AHPL shall keep the documents confidential which are provided by the Resident for the purposes of police verification and record keeping. It shall use these documents for the purposes it has been provided by the Resident to AHPL and shall only share the same with the Landlord if so, requested by the Landlord.

4. TERMINATION

4.4 It is clarified that AHPL shall not be liable to refund any License Fees paid by the Resident to AHPL on termination of this Agreement.

5.2 In no event shall AHPL be liable under contract, tort, strict liability, negligence or any other legal or equitable theory to the Resident (i) for any lost profits, data loss, loss of goodwill or opportunity, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever; (ii) for any direct damages in excess of the INR 1000/- (one thousand Indian rupees); and (iii) for any matter beyond its reasonable control, even if AHPL has been advised

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Using amanalshahid@gmail.com

6.1 Force Majeure Event means one or more of the following acts or events:

- a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, chemical or radioactive contamination or ionizing radiation, fire or explosion;
- b) lockdown announced by a Government Authority or strikes or boycotts;
- c) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil;
- d) commotion or politically motivated sabotage;
- e) any civil commotion, boycott or political agitation; or
- f) any change in applicable laws which makes it impossible for AHPL to meet its obligations under this Agreement
- g) the Residential Premises or any part thereof is demolished, or an order of any governmental authority is received for demolition of the Residential Premises or any part thereof.

6.2 If a Force Majeure Event results or is in the reasonable judgement of AHPL likely to result in the ability of AHPL to perform its obligations under this Agreement being impaired for a period more than 7 (seven) days from the date of commencement of such Force Majeure Event, AHPL may decide to either terminate this Agreement or continue with the Agreement on such revised terms. If AHPL decides to terminate this Agreement, then it shall issue a notice of termination to the Resident. Upon the issuance of such notice, this Agreement shall terminate forthwith.

6.3 Upon termination of this Agreement due to a Force Majeure Event, AHPL shall refund the Security Deposit of the Resident within 15(fifteen) days of termination (subject to any deduction and adjustments). It is clarified that AHPL shall not be liable to refund the License Fees to the Resident.

6.4 In case the colleges / universities where the Residential Premises is located shut physical classes for more than 60 (sixty) days on a government order due to rise in Covid-19 pandemic or any variant thereof and the Resident decides to leave the Residential Premises then AHPL may refund 40% of the License Fees for remaining Term of the Agreement in the event it has taken such advance License Fees from the Resident.

7.1 Governing law

The provisions of this Agreement shall be governed by and construed in accordance with laws of India. The courts in Delhi alone shall have exclusive jurisdiction to deal with all matters arising out of or in connection with this Agreement.

By *Utmang Singh*

Umang Singhal

At 2022-07-07 18:03:57 IST
Using aman@sinobal@gmail.com

7.2 Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not in any way be affected or impaired by the same.

7.3 Notice

Any notice or other communication hereunder shall be in writing, shall be given either in person, via e-mail (to the official e-mail ids of either Party) or by certified or registered mail (return receipt requested), addressed to AHPL to be notified at its address set forth below, and shall be deemed sufficiently given as of the third day thereafter. In the event of sending the notice via e-mail the same shall be deemed sufficiently given after 24 hours of sending the notice.

To

Ashimara Housing Private Limited

Property Address:#20, 1st Cross, 2nd Main, Chikkalakshmaiah Layout, Hosur Road,
Bangalore - 560 029 Bengaluru Karnataka

Email: info@your-space.in

7.4 Amendment

No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure there from, shall in any event be effective unless the same is carried out in writing and signed by the Parties hereto.

7.5 Assignment

AHPL shall have the right to assign this Agreement, or any rights or obligations contained in this Agreement, by operation of law or otherwise to any other party, without prior written consent of the other Party.

7.6 Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

7.7 Waiver

No failure or delay on the part of any Party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any failure or delay in exercise of such power, right or privilege preclude the other from further exercise thereof. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or

By: Umang Singhal

Umang Singhal

remedies provided by law.

7.8 Survival

This Clause 7.8, Clause 1.6, Clause 2.16, Clause 3.1, Clause 5, Clause 7.1 and Clause 7.3 or any other rights and obligations of the Parties, which, by their nature would continue beyond the termination or expiry of this Agreement shall survive the termination of this Agreement.

7.9 Conflict

In case of conflict between the terms of this Agreement and agreement entered into between Landlord and AHPL, the terms of the agreement between the Landlord and AHPL shall prevail. In case of conflict between the terms of this Agreement and Rules & Regulations then the terms of this Agreement shall prevail.

7.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile signatures of this Agreement shall be deemed a valid and binding execution of this Agreement. This original Agreement shall be kept at head office of AHPL.

7.11 Stamp Duty

Stamp Duty or any other charges as applicable upon the execution of this Agreement shall be paid by the Resident. In case, such duty is paid by AHPL, the Resident shall reimburse the entire cost to AHPL upon demand.

By: Umang Singhal

Umang Singhal

Digitally signed by Umang Singhal, DN: cn=Umang Singhal, o=AHPL, email=U.Singhal@ahpl.com, c=IN

At 2022-07-07 18:03:57 IST
U.Singhal@ahpl.com

IN WITNESS WHEREOF the Parties have entered into this Agreement the day and year first above written.

For Ashimara Housing Private Limited

Name: Nidhi Kumra / Shubha Lal

Designation: CEO / COO

Name: Umang Singhal

ANNEXURE A

A. Residential Unit

- Residential Unit Address: #20, 1st Cross, 2nd Main, Chikkalakshmaiah Layout, Hosur Road, Bangalore - 560 029 Bengaluru Karnataka

B. Fixtures

- Access
- Card/Keys Table
- Chair
- Bed
- Wardrobe

C. Other incidental onsite access, amenities and facilities for residential accommodation

- Access to Kitchenette
- Access to common amenities at Residential Premises
- Secured and connected premises along with access to internet
- Access to Hygienic and sanitized premises

ANNEXURE B

Duration of the License

- **License start date: 2022-07-01**
- **License end date: 2023-06-01**

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IP: 106.206.24.39

By: Umang Singhal

Umang Singhal

At 2022-07-07 18:03:57 IST
Using umangsinghal@gmail.com

ANNEXURE C**License Fees Amount:**

- Frequency: Monthly
- Total mount: 52500.00
 - Residential unit fees: 17500.00
 - Fees for Other Incidental onsite, amenities and facilities for residential accommodation:
 - Security Deposit Amount: 35000.00
- Date of payment: 1st of every Month / Quarter / Half year, as applicable
- Security deposit deductions as per terms and conditions as mentioned in Clauses 1.4 and 1.7.
- AHPL shall deduct INR 3,000 from the Security Deposit at the time Residents leaves the Property post expiry or termination of this Agreement to restore the room to its original condition and prepare for the next Resident.