



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

78AB 752611

This Agreement is being electronically executed between the first party and second party as specified in the agreement. This stamp paper bearing Stamp Serial number \_\_\_\_\_ forms an integral part of the following agreement.

**Leave and License Agreement**

Ivy Nest Apartments | [Name of the Second Party]

**Leave and License Agreement**

Ivy Nest Apartments a "**LICENSOR COMPANY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, administrators, executors, successors in title and assigns) are the absolute Company and in possession of the apartment/ Flat/ Premises/Property selected by you through the Ivy Nest Website/App or Ivy Nest Platform mentioned below, as the party hereto of the **FIRST PART**.

AND (Add Parties here)

a) Mr./Ms./Mrs. \_\_\_\_\_ [Name of the Second Party] \_\_\_\_\_ S/o/D/o/W/o. \_\_\_\_\_  
 having Aadhar number \_\_\_\_\_, PAN number \_\_\_\_\_, College  
 or Student ID/Employee ID \_\_\_\_\_, Permanent resident of \_\_\_\_\_

Gaudian Name Mr./Ms./Mrs. \_\_\_\_\_ S/o/D/o/W/o. \_\_\_\_\_  
 having Aadhar number \_\_\_\_\_, PAN number \_\_\_\_\_,  
 Employee ID \_\_\_\_\_, Permanent resident \_\_\_\_\_

b) Mr./Ms./Mrs. \_\_\_\_\_ S/o/D/o/W/o. \_\_\_\_\_  
 having Aadhar number \_\_\_\_\_, PAN number \_\_\_\_\_, College  
 or Student ID/Employee ID \_\_\_\_\_, Permanent resident of \_\_\_\_\_

Gaudian Name Mr./Ms./Mrs. \_\_\_\_\_ S/o/D/o/W/o. \_\_\_\_\_  
 having Aadhar number \_\_\_\_\_, PAN number \_\_\_\_\_,  
 Employee ID \_\_\_\_\_, Permanent resident \_\_\_\_\_

on the Stamp Paper bearing Serial number as mentioned on the top left corner of the page.

More Parties Are mentioned in **Annexure A**.

Hereinafter referred as **Licensee/Tenant**.

**FOR THE PURPOSE OF THIS AGREEMENT, IF THE LICENSEE ARE MORE THAN ONE AND THEY ARE NOT REALTED TO EACHOTHER LIKE STUDENTS/ OFFICE COLLEAGUES / UNMARRIED-COUPLE / LIVE-IN COUPLE WILL SPECIFICALLY AGREE TO CLAUSE 8 AND CLAUSE 10 i.e., RENEWAL OF THE AGREEMENT AND DISPUTE AMONG LICENSEE.**

**FOR THE PURPOSE OF THIS AGREEMENT, IF THE LICENSEE IS A MINOR i.e., BLEOW 18 YEARS, SHALL BE MANDATORILY REPRESENTED THROUGH ITS LEGAL GUARDIAN/PARENT WITH ALL THE DETAILS OF THE REPRESENTATIVE(S).**

Parties have executed this leave and license agreement at Kolkata on the Stamp Paper bearing Serial number as mentioned on the top left corner of the page on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Leave and License Agreement**

Ivy Nest Apartments | [Name of the Second Party]

Whereas the Licensor(s) is the absolute Authorized Company and in possession of the Apartment/ Flat/ Premises/ Property Selected by Licensee at/through Ivy Nest Website/App or Ivy Nest Platform.

Described as Mentioned in **Schedule – I**.

hereinafter referred as the “**demised premise**”/ “**Leased Premise**”.

Whereas on the request of the Licensee, the Licensor(s) have agreed to let out the said demised premises to the LICENSEE, and the LICENSEE has agreed to take it on rent w.e.f. \_\_\_\_\_ for its Bonafede residential use. Whereas the LICENSOR(S) have represented that the said demised premises is free from all encumbrances and the LICENSOR(S) have a clean and unrestricted right to the said demised premises. Whereas the Licensor(s) and Licensee both represented that they are legally competent to enter into this Lease Agreement on the term's conditions contained herein for his/her residential purpose purely as a LICENSEE for a period of \_\_\_\_\_ starting from \_\_\_\_\_ subject to the Terms of Uses contained here in below.

AND WHEREAS, the Parties are now desirous of entering into the present Leave and License Agreement in order to record the Terms of Uses and also record the arrangement as agreed to by and between the Parties.

NOW THEREFORE, in consideration of the promises, representations, warranties, covenants, conditions and other obligations herein and good consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

The expression Licensor(s) and Licensee shall mean and include their respective heirs, successors, representatives, and assignees.

**1. SCOPE & PURPOSE :**

- a. The Licensor does hereby grant and deliver by way of Lease to the Licensee and the Licensee takes on Lease from the Licensor, the **demised premise**.
- b. The Licensee shall use the Leased Premises for residential purpose only for himself/herself, Bonafede guests and family members and for no other purpose.
- c. The Licensor shall provide to the Licensee the benefit of all fittings and furniture as specified to the Selected apartment/ Flat/ Premises/ Property, amenities and conveniences installed in respect of, or in addition to the Leased Premises.
- d. The Licensee and his/her visitors have the right to use the doorways, entrance halls, staircases, elevators, landings, lobbies and passages in the building, and the compound of the building leading to the Leased Premises, for ingress thereto and egress therefrom

**2. LEASE/RENT**

- a. The rent payable by the LICENSEE for the scheduled premises shall be a sum of Rs. \_\_\_\_\_ (Rupees in words only) including maintenance per month to be payable to the Licensor in advance on or before **5th** of every month for permission to use and occupy the Leased Premises for that month.

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Ivy Nest Apartments | [Name of the Second Party]

**3. SECURITY DEPOSIT**

- a. The Licensee shall keep with the Licensor a sum of Rs. \_\_\_\_\_ (Rupees in words only) (as detailed in Schedule – I) as interest free refundable deposit during the period he/she continues to occupy the Leased Premises, for the use of the Leased Premises and amenities therein and for the due observance and performance of the Terms of Uses of this agreement.

**4. PARKING: (valid only If applicable)**

- a. The Licensor is also the owner of \_\_\_\_\_ covered parking space(s) in the building basement which is a part of the Leased Premises.

**5. PERIOD**

- a. The Licensor hereby agrees to grant to the Licensee on Lease basis, temporary residential use, and occupation of the Leased Premises for a term of \_\_\_\_ months with effect from \_\_\_\_ (“Lease Commencement Date”) to \_\_\_\_\_ (the “Tenure”) unless terminated earlier by either Party as set out in this Agreement.
- b. Selected properties mentioned on the Ivy Nest website/app or Ivy Nest platform are subject to the lock-in policy.

**6. TAXES, DEPOSITS & ASSESSMENT CHARGES**

- a. The LICENSOR shall pay all taxes, assessment charges and other outgoings whatsoever of every description including Corporation charges which, under the statute are primarily leviable unto the LICENSOR and shall keep the premises free from all encumbrances.

**7. MOVING-IN & MOVING-OUT CHARGES**

- a. The LICENSEE has agreed to bear the Moving-in and Moving-out charges as fixed by the Licensor Company.

**NOW THIS AGREEMENT WITNESSETH as follows:****1. Duties and obligations :**

- a. The Licensee shall follow and abide by the House Rules and more specifically mentioned in <https://ivynestapartments.com/rooms> on selected Apartment/ Flat/ Premises/ Property of schedule - I at Ivy Nest Website/App or Ivy Nest Platform attached hereinafter and forming part of this Agreement
- b. The Licensee shall follow and abide by the Refer & Earn are more specifically mentioned in [https://ivynestapartments.com/home/refer\\_coupon](https://ivynestapartments.com/home/refer_coupon) at Ivy Nest Website/App or Ivy Nest Platform attached hereinafter and forming part of this Agreement.
- c. That it is also agreed by the Licensee shall abide by the Terms of Use modified in future if it happens due to act of God, urgency, or companies’ decision in mass interest subject to not prejudice the Licensee.
- d. The present arrangement with the Licensee is a temporary residential accommodation and therefore, the said address shall not be used by the Licensee as an address proof by any means and under any standards or circumstances for any credit facilities, creditors, Banks, Credit Cards, or any type of financial or other obligations of any nature whatsoever.
- e. That the Licensee herein shall not use the said Apartment/Flat/Premises/Property for any illegal or immoral purpose or for any other purpose which is against public policy and shall carry on the business after obtaining all Licensee from statutory bodies.

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Ivy Nest Apartments | [Name of the Second Party]

- f. Not to bring upon the demised Apartment/Flat/Premises/Property any dangerous inflammable explosive noxious or offensive substance nor form any refuse dump nor permit oil grease or other deleterious matter to enter the drains and sewers serving the demised Apartment/Flat/Premises/Property.
- g. The Licensee Company shall have right to inspect the condition of the said Apartment/Flat/Premises/Property at any time with prior intimation to the Licensor and the Licensee shall be obliged to provide access to the said Apartment/Flat/Premises/Property without any objection.

**2. Tenant Policy**

- a. The Licensee shall follow and abide by the all the Tenant Policy are more specifically at Ivy Nest Website/App or Ivy Nest Platform attached hereinafter and forming part of this Agreement.
- b. The Licensee shall follow and abide by the Return & Cancellation Policy are more specifically mentioned in [https://ivynestapartments.com/home/return\\_policy](https://ivynestapartments.com/home/return_policy) at Ivy Nest Website/App or Ivy Nest Platform attached hereinafter and forming part of this Agreement.

**3. Term & Termination**

- a. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till this agreement is not terminated by following the procedure mentioned herein or by due process of Law.
- b. The Agreement may be terminated (i) by either party on thirty (30) days' prior written notice if (a) there are no operative Order Forms outstanding or (b) the other party is in material breach of the Agreement and the breaching party fails to cure the breach prior to the end of the notice period.
- c. In the event that the Licensee indulges into any misconduct including false/misleading/incorrect information or providing deficient service or breach of any other terms of this agreement, the agreement may stand terminated at the option of the Company.
- d. All clauses of this Agreement including this clause which are express, or which by implication are intended to survive the termination of this Agreement shall so survive and continue in full force and effect notwithstanding the termination of this Agreement.

**4. Consequences of Termination**

- a. Upon termination of this Agreement, Licensor and Licensee shall be relieved of their respective rights and obligations under the Agreement save such obligations and/or liabilities that may survive the termination in accordance with the terms hereof.
- b. The Licensee shall immediately vacate the premises or as per the directions of this Licensor upon termination of this agreement.

**5. Indemnity & Limitation of Liability**

- a. The Licensee shall indemnify and hold harmless the Licensor Company, its promoters, officers, directors, employees, affiliates, agents, sub-contractors and other representatives from any claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) arising out of or in connection with (i) infringement of intellectual property rights of any Party/organization/person by the Licensee or its personnel; (ii) infringement of third party intellectual property rights by the Licensee or its personnel; (iii) violation of any applicable laws and statutory obligations by the Service Provider or its personnel; (iv) gross negligence and/or misconduct by the Freelancer or its personnel; (v) breach of any obligation, terms, representation, warranties and covenants under this Agreement.

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Ivy Nest Apartments | [Name of the Second Party]

- b. Neither Party shall be liable to the other for any indirect, incidental, punitive, special, or consequential loss, damage, cost or expense including, without limitation, loss of profits, loss of data, and loss of revenues, of any kind whatsoever and however caused, whether arising under contract, tort (including negligence or breach of statutory duty) or otherwise, even if that Party has been advised of its possibility.

**6. Governing Law**

- a. If a dispute arises between Licensee and Licensor Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and The Licensor Company hereby agree to resolve any claim or controversy at law and equity that arises out of the Terms of Use or the Platform in accordance with this Section H or as we and you otherwise agree in writing. Before resorting to the filing of a formal lawsuit, we strongly encourage you to first contact us directly to seek a resolution via e-mail at [legal@ivynestapartments.com](mailto:legal@ivynestapartments.com). The dispute shall be resolved through arbitration by sole arbitrator appointed by the Licensor Company under the Arbitration and Conciliation Act, 1996 with the seat of arbitration being Kolkata. The language of Arbitration shall be English.

**7. Dispute Resolution**

- a. The company and the Licensee hereby agree that they intend to discharge their obligations in the utmost good faith. They, therefore, agree that they will, at all times, act in good faith and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion.
- b. If the dispute is not resolved through mutual discussion, the parties shall be bound to submit all disputes and differences howsoever arising out of and in connection with this Agreement to courts of Kolkata.
- c. Each Party shall bear the cost of preparing and presenting its case, including fees and expenses of the arbitrators, shall be shared equally by the Parties, unless the award otherwise provides.
- d. The Licensee shall follow and abide by the Grievance Policy are more specifically mentioned in [https://ivynestapartments.com/home/grievance\\_policy](https://ivynestapartments.com/home/grievance_policy) at Ivy Nest Website/App or Ivy Nest Platform attached hereinafter and forming part of this Agreement.

**8. Dispute Among Unrelated Licensee**

- a. If any dispute arises amongst the UNRELATED LICENSEE hereto during the subsistence of this Agreement in connection to their mutual differences or disagreements the Parties shall endeavor to settle such a dispute amicably.
- b. If the dispute can't be settled mutually, it will be the sole responsibility of the Licensee(s) to file complaint at the appropriate forum like police station.
- c. Under any circumstances Licensor shall not be a part/party of this kind of dispute and it will not intervene in the dispute.
- d. If any police complaint is file by any of the Licensee on its co-resident Licensee; this agreement stands terminated with immediate effect and Licensor shall not be responsible for anything happens at the demised property. In this circumstance; Licensor can give an immediate eviction notice to all the Licensee at its sole discretion anytime.
- e. If the above scenario occurs within the lock-in period; the eviction notice will lead to complete forfeiture of the security deposit.

**9. Jurisdiction**

- a. The agreement shall be subject to the jurisdiction of the courts at **KOLKATA, WEST BENGAL** only.

**10. Renewal of Licensee Agreement**

**Leave and License Agreement**

Ivy Nest Apartments | [Name of the Second Party]

- a. On the expiry of the initial period of Leave and license here under granted the same can be renewed at the instance of the parties to this agreement on mutually agreed Terms of Uses and for that purpose a fresh Agreement shall be entered in writing.
- b. This agreement shall be executed in duplicate and the original shall be retained by the Licensor and duplicate by the Licensee.
- c. At the end of the term i.e., after \_\_\_\_\_ months, this agreement stands terminated and parties can renew the agreement by signing a new agreement on mutually agreed terms. This agreement should be referred in the new agreement for the purpose of Security Deposit and other property related details.
- d. In a scenario wherein multiple and mutually unrelated Licensee (Not family members) i.e., office colleagues, students etc. are party to this agreement and if any or more among them leaves the premise and move out of this agreement as Licensee; this agreement shall be terminated and remaining parties will sign a fresh agreement on mutually agreed terms. If this termination happens before lock-in period and parties are not renewing this agreement security deposit will be forfeited as agreed above in the agreement.
- e. It is the sole responsibility of the Licensee (any and all the parties to the agreement) to inform the Licensor about the exit of one or more mutually unrelated Licensee. If not informed; any and all liability of the exiting Licensee shall be solely borne by the remaining Licensee in the agreement.

**11. General Clauses**

- a. Entire Agreement & Amendments: This Agreement herein constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.
- b. Absence of Presumption: No presumption shall operate in favor of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.
- c. Language Clause: It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications, and approvals be drawn up in the English language.
- d. Further Assurances: Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
- e. Binding Nature: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.
- f. Liquidated Damages Clause: Allows the non-breaching party to recover damages in the event that actual damages are difficult to calculate. However, the amount of liquidated damages needs to be reasonable in light of the circumstances and shall not in any condition exceed the value of the contract.
- g. Force Majeure: Neither Party shall be liable for failure to perform any obligations under this Agreement to the extent such failure is caused by a Force Majeure event. If either Party has knowledge of any Force Majeure event, at its location, that may prevent or threaten to prevent the timely performance under this Agreement, such Party will promptly notify the other Party, and provide all relevant information concerning the delay or potential delay.

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Ivy Nest Apartments | [Name of the Second Party]

- h.** Waiver: The failure at any time of either Party to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either Party may, at any time, demand strict and complete performance by the other of such terms, covenants, and conditions, as permissible by law.
- i.** Assignment: The [Name of the Second Party] shall not have any rights to assign, transfer, alienate, encumber, or hypothecate any of its rights or obligations hereunder without the express prior written consent of the Licensor Company.
- j.** Severability: The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- k.** Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement.
- l.** Interpretation: In this Agreement: words importing the singular include the plural and vice versa; words denoting the masculine gender shall include the feminine gender and neuter gender; a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); unless stated otherwise the words "include" and "including" shall be construed without limitation; all reference to statutes shall include any modification, re-enactment or extension thereof for the time being in force; a reference to a clause, annex, annexure, appendix or schedule is a reference to a clause of or an annex, annexure, appendix or schedule to this Agreement. Schedules shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. the headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation of this Agreement; a disclosure of an item in writing referring to a specific Clause of this Agreement or specific Clauses of any Schedules and/or Annexure shall be deemed to be a disclosure only for the purposes of that clause and not for the purposes of any other provision of this Agreement; and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

**Disclaimer:** - The Licensor Company reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for other legitimate business purposes, at any time, without notice and The Licensor Company will post the amended Terms of Use at the domain of [https://ivynestapartments.com/home/terms\\_conditions](https://ivynestapartments.com/home/terms_conditions). It is your responsibility to review the Terms of Use for any changes and you are encouraged to check the Terms of Use frequently. Your use of the Platform following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to be abide by these or any future Terms of Use, please do not use or access the Platform.



**Leave and License Agreement**

Ivy Nest Apartments | [Name of the Second Party]

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The Licensor and Licensee have hereunto agreed to the agreement through digital signature.

Digitally Signed, and agreed by:

**Licensor**

\_\_\_\_\_

Authorize Signatory Name: Nayab Ansari

Email Id: legal@ivynestapartments.com

**Licensee**

\_\_\_\_\_

Signature on behalf of [Name of the Second Party]

Guardian Name:

Mob No.: [Guardian Phone No.]

**Leave and License Agreement**

Ivy Nest Apartments | [Name of the Second Party]

**Schedule – I**

Apartment/Flat/Premises/Property at .....

....., Being No. ...., Bed No.....,

Room Type....., Floor No....., City....., Pin Code .....

in the State of .....

**Payment structure :-**

**Note: -** The Licensor Company intends to handover the key of the said Apartment/Flat/Premises/Property after getting the Licensee Fee and advance money from the period mentioned as under:

<b>Licensee Fee/Rent</b>	Rs.		Ref no.	
<b>Advance (Security Deposit)</b>	Rs.	Ref no.	Rs.	Ref no.
	Rs.	Ref no.	Rs.	Ref no.
	Total = (In Words)			
<b>NON- DATED POSTCHEQUE</b>	Rs.	Chq no.	Rs.	Chq no.
OR				
<b>11 Month Subscription</b>	Transaction ID		Duration	&
<b>Date of Starting &amp; Ending</b>	-TO-			
<b>Electricity Charges</b>	Electricity charges are included or excluded based on the type of Apartment/Flat/Premises/Property selected.			
<b>Apartment/Flat/Premises/ Property of Booking ID</b>				