



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

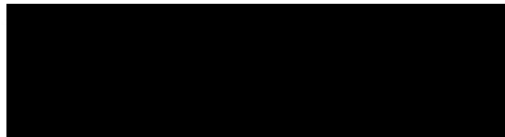
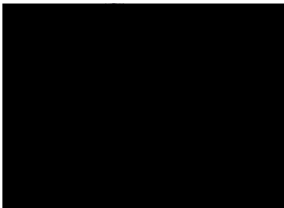
### e-Stamp

Certificate No. : IN-DL02242184065571S  
Certificate Issued Date : 04-Nov-2020 05:50 PM  
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH  
Unique Doc. Reference : SUBIN-DL DL-SELF10773590872748S  
Purchased by : SANJAY GUPTA  
Description of Document : Article 35(i) Lease- Rent deed upto 1 year  
Property Description : 1/22 ASAF ALI ROAD, NEW DELHI-110002  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SAB PROPERTIES PRIVATE LIMITED  
Second Party :   
Stamp Duty Paid By : SAB PROPERTIES PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



SELF PRINTED CERTIFICATE  
TO BE VERIFIED BY THE RECIPIENT

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



## LEAVE AND LICENSE AGREEMENT

**FOR A PERIOD OF: 11 Months**

**STAMP DUTY: 50/-**

This **LEAVE AND LICENSE AGREEMENT** is made on 04-Nov-20

### **BETWEEN**

**M/S SAB PROPERTIES PRIVATE LIMITED**, a Private Limited Company, having its registered office at 3/8, Asaf Ali Road, New Delhi 110002, through its Authorized Signatory, MR. KUSHAGRA GUPTA S/o MR. SANJAY GUPTA R/o 3/8, Asaf Ali Road, New Delhi 110002 herein after referred to as "LANDLORD"

### **AND**

As the context may require, The LANDLORD and the CLIENT shall individually be referred to as a "PARTY" and collectively as the "PARTIES" in this Agreement.

### **WHEREAS**

- A. The LANDLORD is the absolute, legal and beneficial owner of the property bearing address: 1/22, Third Floor, Asaf Ali Road, New Delhi 110002. The LANDLORD has full and unfettered rights to lease/let out the said Premises (or a portion thereof) on such terms and conditions as it may think fit at its sole discretion.
- B. The CLIENT desire to take a property on lease/rent so as to use the said property as its registered office for a period of 11 Months.
- C. Pursuant thereto, the LANDLORD has agreed to permit the CLIENT to use and occupy the DEMISED PREMISES (*as defined below*) on a leave and license basis, and the CLIENT has agreed to take the DEMISED PREMISES on license subject to the terms, covenants, conditions and agreements hereinafter contained.

### **IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. **EFFECTIVE DATE:**

The Agreement shall come into effect from 04-Nov-20

2. **DEMISED PREMISES**

In consideration of the Lease Rent hereinafter reserved and contained, and subject to the terms and conditions hereinafter mentioned, the LANDLORD hereby gives demise unto the CLIENT to hold Closet Number 39, on the Third Floor of property bearing address at 1/22, Asaf Ali Road, New Delhi-110002.

3. **LEASE TERM**

The Agreement hereby granted by the LANDLORD to the CLIENT for the Demised Premises shall come into effect from the Effective Date for a period of 11 Months, effective from 04-Nov-20 until 04-Oct-21.

**Signature:** 

**Email:** 

#### **4. NATURE OF BUSINESS**

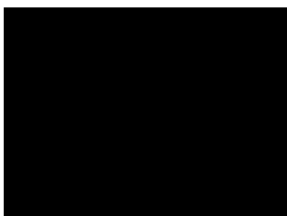
- 4.1 The CLIENT agrees with LANDLORD not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of LANDLORD whether directly or indirectly for any such purpose or purposes.
- 4.2 If the CLIENT changes nature of business, it must notify the LANDLORD in writing.
- 4.3 The current line of Business of the CLIENT is security services.

#### **5. PURPOSE:**

- 5.1 The CLIENT shall not use THE DEMISED PREMISES for any illegal or immoral purpose or use it so as to cause any nuisance or annoyance to the owners/occupants of the said building and always keep THE DEMISED PREMISES in clean and hygienic conditions at the CLIENT's cost.
- 5.2 The CLIENT may use the address for its business correspondence.
- 5.3 The CLIENT is permitted to use the Office Address as their "Registered Office Address" provided CLIENT bears the responsible for compliance with all the necessary provisions of the Companies Act / other relevant laws such as GST etc., and hereby agrees to maintain the books of accounts at the specified locker space. Non-compliance with respect to non-maintenance of books of accounts shall be on the CLIENT.
- 5.4 CLIENT can also use the Office Address for obtaining GST, Bank Account and any type of government licenses only after taking written permission from the Landlord. The CLIENT bears the responsible for compliance with all the necessary provisions of such relevant laws such as GST etc. for which permission is sought, and hereby agrees to maintain the books of accounts as required under various statutes at the specified locker space. Noncompliance with respect to non-placement of company signage (such as GST Number, GST Certificate etc.), non-maintenance of books of accounts shall be on the CLIENT.
- 5.5 The CLIENT can't use the space for storing the goods.
- 5.6 The CLIENT shall indemnify and keep and hold LANDLORD fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law.
- 5.7 In case the CLIENT is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

#### **6. GRANT OF LICENSE AND LICENSE FEE**

- 6.1 With effect from the Effective Date, the CLIENT shall pay to the LANDLORD for the Demised Premises for the period of 04-Nov-20 to 04-Oct-21 at the rate of Rs. 10000/- for the whole term.  
(Hereinafter referred to as "License Fees")
- 6.2 License / Subscription fees is payable in advance
- 6.3 In case, the Lease is renewed over and above the said Lease term, the License Fee shall increase by 10% of last paid License Fees on expiry of the lease term.
- 6.4 GST as applicable extra.



**7. LOCK-IN AND NOTICE PERIOD**

- 7.1 There shall be a Lock in Period of the whole Lease Term of 11 Months. Thereafter, the LANDLORD as well as CLIENT shall be entitled to terminate the Lease prior by giving a 1-month notice.
- 7.2 The LANDLORD shall be entitled to terminate this Lease with immediate effect during its entire term, i.e. from 04-Nov-20 until 04-Oct-21 in case of violation of the conditions of this Lease by the CLIENT, including but not limited to the following reasons:- non-payment of rent and/or dishonor of the rent cheques that have been provided by the CLIENT in terms of this Agreement, and/or conduct of illegal activities, and/or objections raised by the society authorities, non-compliance with any government authorities and agencies.

**8. USE OF AND ACCESS TO THE LICENSED PREMISES**

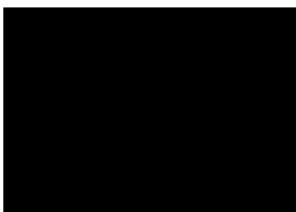
The whole of the Premise remains the property of the LANDLORD and remains in the LANDLORD's possession and control. This Agreement is personal to CLIENT and cannot be transferred to anyone else. LANDLORD may transfer the benefit of this Agreement and its obligations under it at any time.

**9. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Services are offered to CLIENT conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. CLIENT's use of the Service constitutes its agreement to the terms and conditions stated in this Agreement. Each person that uses the Service, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, LANDLORD reserves the right to cancel Services to CLIENT immediately and seek all remedies available by law and in equity for such violations.

**10. COURIER FORWARDING FACILITY**

- 10.1 The CLIENT will be required to intimate upon entering this agreement, if it wished to use the "Courier Forwarding" facility.
- 10.2 The CLIENT shall endeavour to collect couriers/ documents received from the Demised Premises in their name.
- 10.3 CLIENT can ask LANDLORD to send the package / letter to its physical address. For that, CLIENT will have to pay for shipping and handling fees. LANDLORD will determine the shipping fees and send an invoice to the CLIENT. If the Deposit Amount is paid by the CLIENT, LANDLORD will deduct the Shipping fees from it. If there is no Deposit Amount, LANDLORD will ship the item only after payment of the shipping fees.
- 10.4 The charges of courier forwarding shall be borne by the CLIENT.
- 10.5 The LANDLORD shall not be responsible of any courier beyond one month of its receipt.



## 11. **TERMINATION OF SERVICE**

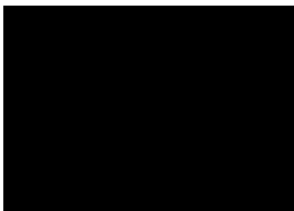
- 11.1 CLIENT may decide to terminate the service any time. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon Termination of the account, the CLIENT must cease the use of Address and any Phone Numbers issued IMMEDIATELY from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.
- 11.2 If the CLIENT used the Address for Registration with ROC, GST Authority, Banks etc, it has to change the address within 30 days after termination of service. LANDLORD deserves the right to take action against those who are found in breach of this requirement.
- 11.3 LANDLORD reserves the right to terminate the service and this agreement without notice for any CLIENT whose activity might adversely affect LANDLORD reputation or LANDLORD's normal operation.
- 11.4 LANDLORD will terminate the service anytime incase CLIENT violates any clause in this agreement, or CLIENT's activities are reported to be fraudulent.

## 12. **LIABILITY**

- 12.1 LANDLORD will not be liable for any loss sustained as a result of LANDLORD failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of LANDLORD interest in the building containing the office.
- 12.2 LANDLORD does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service.
- 12.3 Further, LANDLORD shall not be responsible or liable to CLIENT for any loss or damage resulting to CLIENT by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of LANDLORD.

## 13. **MISCELLANEOUS**

- 13.1 CLIENT understands that LANDLORD is running the Coworking Space wherein office space/ virtual space is provided to various co-occupants. This Agreement restricts the client's access and usage to his seat and locker. By no means this agreement stipulates CLIENT'S right to any other place in the Building.
- 13.2 This Lease may be amended, supplemented or modified only by the mutual consent of the Parties expressed in writing.
- 13.3 Any provision of this Lease which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality between the Parties, this Lease constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior understanding, arrangement, letter of offer, letter of intent, agreement, memorandum of understanding of whatever nature and by whatever name called, relating to such subject matter.
- 13.4 This Agreement expresses the entire agreement between the Parties and supersedes any negotiations and the extent mentioned herein, modifies prior agreements on its subject matter. The Parties confirm that the whole of their negotiations and intentions have been



included in this Agreement within the context of this Agreement and express clearly their requirements.

#### **14. COMPLIANCE TO APPLICABLE LAW**

- 14.1 All the rules, regulations, laws and by-laws of the concerned authorities or any other local authority (whether Government or Non-Government) having jurisdiction over the Demised Premises shall be complied with by the CLIENT, and CLIENT shall not cause any breach of the same.
- 14.2 This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to its conflict of law provisions, and all matters arising out of this Agreement shall be referred to Courts in Delhi.

#### **15. SUB-LEASE, ASSIGNMENT**

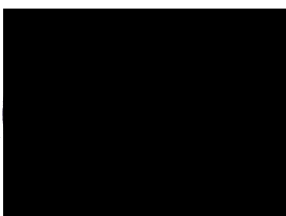
The CLIENT shall not sublet the Demised Premises or any part thereof to any other person.

#### **16. TERMINATION**

- 16.1 This Agreement shall expire automatically upon the completion of the Term, i.e. on 04-Oct-21, unless terminated earlier by the LANDLORD/CLIENT in accordance with this Lease.
- 16.2 In the event either of the Party defaults in the performance of this Agreement or commits a breach of any of the terms, stipulations, and conditions of this Agreement, the affected Party may serve a notice to the defaulting Party specifying the breach and requiring the defaulting Party to remedy the breach. If the defaulting Party fails, within a period of one (1) month from receipt of such notice from the affected Party, to remedy any such breach, then in such event, the affected Party shall be entitled to take all the necessary action as may be advised to them for the breach of any terms, stipulations and conditions herein contained by the breaching Party including terminating the license granted under this Agreement.
- 16.3 Notwithstanding anything contained in this Agreement, the LANDLORD can terminate the Lease in the event the rent payable by CLIENT remains unpaid for THE LEASE TERM or in case of damage to the Demised Premises and/or building by the CLIENT. It shall be lawful for the LANDLORD at any time thereafter to re-enter upon the Demised Premises and thereupon these presents shall determine ipso facto without any notice whatsoever, but without prejudice to any claim, right, action or remedy which the LANDLORD may have against the CLIENT in respect of any other breach or non-performance of any of the covenants, conditions, stipulations or obligations herein contained.

#### **17. CONSEQUENCES OF TERMINATION**

- 17.1 Upon the expiry or early termination of this Agreement, the CLIENT shall, simultaneously with the LANDLORD refunding the security deposit to the CLIENT (after deductions, if any, as hereinbefore provided), hand over the vacant possession of the Demised Premises to the LANDLORD.



17.2 In case the CLIENT fails or neglects to hand over peaceful and vacant possession of the demised premises along with all fitting, and fixtures to the LANDLORD upon termination of the Lease, as herein contained, and upon the LANDLORD offering to refund the interest free security deposit, the CLIENT shall be liable to pay to the LANDLORD a sum of Rs. 1,000/- (Rupees One Thousand only) per day as damages for each day's delay in handing over possession as aforesaid, in addition to paying the agreed upon monthly rent.

## 18. **NOTICES**

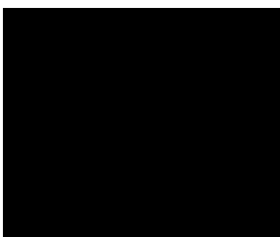
That any notice required to be served upon the LANDLORD or the CLIENT shall be sufficiently served and given if delivered by Registered A.D. Post/courier at the address given above and duly acknowledged by the LANDLORD/CLIENT and/ or such other address, as may be indicated by the LANDLORD/CLIENT from time to time. Notice to the CLIENT shall also be sufficiently served and given if delivered at the Demised Premises.

## 19. **MISCELLANEOUS**

- 19.1 This Lease may be amended, supplemented or modified only by the mutual consent of the Parties expressed in writing.
- 19.2 Any provision of this Lease which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. Should any provision of such document be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.
- 19.3 Except as otherwise agreed between the Parties, this Lease constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior understanding, arrangement, letter of offer, letter of intent, agreement, memorandum of understanding of whatever nature and by whatever name called, relating to such subject matter.
- 19.4 This Agreement expresses the entire agreement between the Parties and supersedes any negotiations and the extent mentioned herein, modifies prior agreements on its subject matter. The Parties confirm that the whole of their negotiations and intentions have been included in this Agreement within the context of this Agreement and express clearly their requirements.

## 20. **STAMPING AND REGISTRATION**

This Agreement shall be executed on a stamp paper of requisite value. The LANDLORD shall retain the original of the Agreement and handover to the CLIENT a copy thereof. All such charges shall be borne by the CLIENT.



**CLIENT's Address will be:**

**1/22, Third Floor, Asaf Ali Road,  
New Delhi 110002**

**IN WITNESS WHEREOF** the Parties to this Lease Deed have signed on date mentioned above at Delhi.

**For CLIENT:**

Signature :  .....

Name 

Designation 

**For LANDLORD:**

Signature :  .....

Name : **MR. KUSHAGRA GUPTA**

Designation : **AUTH. SIGNATORY, SAB PROPERTIES PRIVATE LIMITED**