

# LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on 3/10/2025 between M/S SINGHKHERI HOSPITALITY PRIVATE LIMITED, R/O Unit No 213,214, 2nd Floor, Welldone Tech Park, Sector 48, Gurugram, Haryana, 122018, through its Authorized Signatory Manoj Yadav (hereinafter referred to as "LANDLORD") and Popfly Design Consultants LLP, through its Authorized Signatory RANJEET YADAV, PAN Number-543212345677, R/O Noida Sector 18 (hereinafter referred to as "CLIENT") on such terms and conditions as set forth herein.

The CLIENT (Popfly Design Consultants LLP) desires to take a portion of the property on lease for 11 months as its registered office.

The LANDLORD (M/S SINGHKHERI HOSPITALITY PRIVATE LIMITED) agrees to permit Popfly Design Consultants LLP to use the said property on license subject to the conditions hereinafter contained.

**EFFECTIVE Date: 3/10/2025**

**TERM: 11 months**

## 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 non- transferrable. LANDLORD may transfer the benefit of this Agreement and its obligations under it at any time without any intimation to Client.

## ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Client shall abide with the terms and conditions of this Agreement with free consent& without any force. Each person authorized by the Client to use the Service, or enters into a premise shall be informed to Landlord in writing or through email or any other electronic mode. 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.

## USAGE OF ADDRESS

The Client may use the address for its business correspondence.

Clients may also use the Office Address for obtaining business registrations, trade licenses, GST & Bank Account, with the understanding that the client assumes the responsibility for complying with all the required provisions of applicable acts and laws. The

address client with may use the address of the designated center as their primary registered office MCA/ROC. The or any

Lessee/Client is not permitted to avail any credit facility, whether relating to any loans other forms of credit line, on this address.

The CLIENT shall indemnify and keep and hold LANDLORD fully indemnified and harmless from and against all claims, non-compliances, proceedings, damages, losses, actions, costs and expenses etc. arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law.

In case the CLIENT is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

## INDEMNITY

Popfly Design Consultants LLP agrees to indemnify M/S SINGHKHERI HOSPITALITY PRIVATE LIMITED against all claims or losses arising due to misuse or breach.

## **LICENSE FEES**

License fees are payable in advance. Any dues in the License fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, (if acceptable to the Licensor) the client has to pay an additional INR 500 penalty every day, in addition to renewal license fees.

## **SERVICE RETAINER / DEPOSIT AMOUNT**

If interested, the client will be required to pay a service retainer / deposit fees of INR 1000+GST, at any time during the agreement, in case it wishes to use the "Courier Forwarding" facility. This amount will be kept separately from Subscription fees. Client has to replenish the deposit when it reaches the minimum level. When the client terminates the service, the balance of deposit amount will be refunded to the client.

## **MAIL HANDLING**

Client can receive registered and certified mail at the premise. Service Provider will receive up to 10 letters or packages per month free of charge for Client. For additional letters or packages, Service Provider will charge a handling fee of Rs.10 per letter / package. Service Provider will not accept packages more than 5 Kg of weight or 1 cubic feet size. Client can pick up the mails from the location free of cost. Service Provider shall not be liable for any mail not collected within 10 days from the date of receipt-date of the package at the Premise.

## **TERMINATION OF SERVICE**

Client may decide to terminate the service at any time. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Client must cease the use of address of the premise for any government registrations, and any Phone Numbers issued by the service provider to the client immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

Notwithstanding any other provision under this Agreement, if the client has used the address of the premise for registration with the registrar of companies, Statutory compliances authority, Banks, or other governmental authorities etc., it has to change the address submitted with such authorities within 30 (Thirty) days after the date of termination or expiry of this Agreement, unless otherwise agreed with the Service Provider. The Licensor reserves the right to take legal action against the Licensor if they are found in breach of this clause.

The Service Provider reserves the right to terminate the service and this Agreement by providing 30 (Thirty) days' written notice if, in its reasonable opinion, the Client engages in any activity that may harm the Service Provider's reputation, impair its normal operations, or breach any applicable laws or regulations.

However, in the event of fraudulent activity, unlawful conduct, or any serious breach of the terms of this Agreement, the Service Provider may terminate the service and this Agreement with immediate effect

and without prior notice and Client would be responsible for all such activities and Client would also compensate to Licensor for all loss/damages bear by Service Provider, if any.

## **REFUND POLICY**

Any License fee paid fully or partially is non-refundable, unless the Licensor purposely terminates the agreement without the breach of any condition of this agreement by the Client.

## **NATURE OF BUSINESS**

Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto. The Client agrees with Service Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Service the premise, whether directly or indirectly for any such purpose or purposes. If the Client changes the nature of business, it must notify the Service Provider in writing beforehand.

## **LIABILITY**

Service Provider will not be liable for any loss sustained as a result of Service Provider's failure to provide the services as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Service Provider interest in the building containing the office. The Service Provider 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.

Further, Service Provider 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 the reasonable control of the Service Provider.

The Client shall indemnify and keep and hold Service provider 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 even after expiry or termination of this agreement.

## **CONFIDENTIALITY**

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn the confidential information ("Confidential Information") about Service Provider. Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of

care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of Service Provider, unless required to do so under applicable law.

Similarly, Service Provider recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information ("Confidential Information") about Client. Service Provider agrees that during the Term of this Agreement and thereafter Service Provider shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client.

If Service Provider transfers its business or any business segment that provides services to Client, Service Provider is authorized to transfer all user information to Service Provider's successor.

## **OWNERSHIP**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by the Service Provider and/or its Licensors and service providers except where expressly stated otherwise.

This agreement only provides a license to the Client to use the Premise and will not provide any leasehold rights to the Client. Client agrees that the client is not the owner of any phone number assigned to them by the Service Provider. Upon termination of the agreement for any reason, such number may be reassigned to another client.

### **Client's Address will be:**

Noida Sector 18

## **THIS IS A FORMAL AGREEMENT ON Licensors TERMS AND CONDITIONS A GREE TO THE ABOVE TERMS AND CONDITIONS**

### **For Client: Popfly Design Consultants LLP**

Authorized Signatory: RANJEET YADAV

Designation: Founder

Date: 3/10/2025

Signature: \_\_\_\_\_

### **For Landlord: M/S SINGHKHERI HOSPITALITY PRIVATE LIMITED**

Authorized Signatory: Manoj Yadav

Designation: Authorised Signatory

Date: 3/10/2025

Signature: \_\_\_\_\_

## **WITNESSES**

Witness 1: RANJEET YADAV,

Aadhar: 543212345677,

Contact: 0000000000,

Signature: \_\_\_\_\_

Witness 2: RANJEET YADAV,

Aadhar: 543212345677,

Contact: 0000000000,

Signature: \_\_\_\_\_