

Date: 01st July 2023

To,
Save Max Real Estate Brokerage Private Limited
Regd. off: H No. 905/23, D.L.F. Colony
Rohtak, Haryana - 124001

Subject: No Objection Certificate for Sharing Premises for RERA Registration

We, Save Max Global Education Private Limited hereby issue this No Objection Certificate (NOC) to Save Max Real Estate Brokerage Private Limited, COMPANY under the same group as "SaveMax" for sharing premises at 7th Floor, Plot No 6, Block-AQ, Sector-V, Salt Lake City, Kolkata - 700 091 for the purpose of obtaining RERA registration.

We understand that Save Max Real Estate Brokerage Private Limited requires a physical office space to fulfil the requirements of the Real Estate Regulatory Authority (RERA) registration process. In support of your application, we are pleased to grant permission for the utilization of our premises, subject to the following terms and conditions:

1. Usage: The premises will be used for the purpose of completing the necessary paperwork and activities related to the RERA registration process along with the operations or commercial activities which shall be conducted on the premises.
2. Duration: This NOC is valid from the date of signing. Should any changes in the timeline or status occurred, it is requested to inform us in writing at least 15 days in advance.
3. Maintenance and Upkeep: Save Max Real Estate Brokerage Private Limited shall be responsible for the cleanliness, maintenance, and upkeep of the shared premises. Any damages caused to the premises during the occupancy shall be repaired or compensated by Save Max Real Estate Brokerage Private Limited.
4. Compliance with Rules and Regulations: Save Max Real Estate Brokerage Private Limited agrees to comply with all applicable laws, regulations, and guidelines set forth by the local authorities, including but not limited to fire safety, health and safety, building codes, and zoning regulations.
5. Indemnity: Save Max Real Estate Brokerage Private Limited agrees to indemnify and hold harmless Save Max Global Education Private Limited, its officers, directors, employees, and affiliates from any claims, damages, losses,

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or liabilities arising out of the use of the shared premises for RERA registration purposes.

6. Governing Law: This NOC shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this NOC shall be subject to the exclusive jurisdiction of the courts in Kolkata.

Please acknowledge your acceptance of the above terms and conditions by signing a copy of this NOC and returning it to us. This NOC shall be effective upon receipt of your signed acceptance.

We trust that this NOC will facilitate the smooth completion of the RERA registration process for Save Max Real Estate Brokerage Private Limited.

Thank you for your cooperation.

FOR SAVE MAX GLOBAL EDUCATION PRIVATE LIMITED

For Save Max Global Education Pvt. Ltd.


Authorised Signatory

AMARDEEP SINGH
Authorised Signatory



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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**THIS AGREEMENT OF LEAVE & LICENSE EXECUTED in Kolkata on this
1st day of JULY, 2022.**

BETWEEN

**M/s DRIVE ENGINEERING PRIVATE LIMITED (PAN: AACCD1625J), a
company incorporated and registered under The Companies Act, 2013, having its
Registered Office at 1st Floor. AQ.6, Sector- V, Salt Lake City, Kolkata-700091
Police Station Salt Lake Electronic Complex West Bengal. represented by its**

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DRIVE ENGINEERING PVT. LTD.
Ajay
Authorised Signatory / Director

director **Raghav Agarwal**, (PAN: **BMNPA4410J**), son of Sanjay Agarwal hereinafter referred to as "**The LICENSOR**" which expression, unless excluded by or repugnant to the context shall be deemed to mean and include its successors or successors-in-office, affiliates, administrators, and assigns), of the **ONE PART**;

AND

M/S. SAVE MAX GLOBAL EDUCATION PRIVATE LIMITED (PAN-ABICS0430L) A Company incorporated and registered under the companies Act 2013, having its Registered office at 95723, DLF colony, near durga mandir, Rohtak, Haryana,124001. Represented by its Executive Vice President **MR. VIPIN KUMAR SHARMA (PAN ABICS0430L)** son of Jagdish Prasad Sharma hereinafter referred to as "**LICENSEE**" which expression, unless excluded by or repugnant to the context shall be deemed to mean and include its successors or successors-in-office, affiliates, administrators, and assigns), of the **ONE PART**;

WHEREAS the LICENSOR is the absolute Owner of ALL THAT entire Commercial /Unit on 7th floor of Plot No 6, Block-AQ, Sector-V, Salt Lake City, Kolkata – 700 091, P.S. Salt Lake Electronic Complex, District 24 Parganas (North), described in the Schedule, measuring about 4200 super built up area Sq. Ft. be the same a little more or less together with all common areas & common facilities along with 2 (Two) medium sized car parking space within the office complex premises.(hereinafter referred to as the Office Space)

AND WHEREAS the Licensee, has approached the Licensor with a request for grant of permission on Leave & License basis for use and occupation of an area measuring about 3500 Sq. Ft a little more or less on the 7th Floor out of the total area of 4200 Sq. Ft. (Said Office Space)



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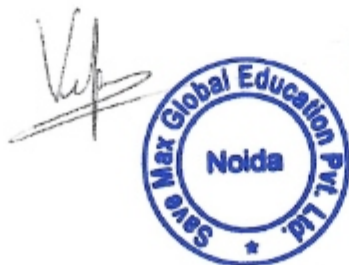
hereinafter referred to as the "Said Space" as commercial accommodation only for a period of 11 months for the purpose of carrying out IT & ITES business and the Licensor herein have agreed to do so on mutually agreed terms and conditions mentioned hereunder.

(i) WHEREAS the LICENSEE herein is carrying on business of IT related services and education.

(ii) WHEREAS the LICENSEE is the Company who is in need of office accommodation and pursuant to its necessity for carrying out its business, approached the LICENSOR contending inter alia to provide to LICENSEE permissive possession in respect of said commercial Space /Unit/Office measuring about 3500 Sq. Ft. a little more or less on the 7th floor at Plot No-6, Block-AQ, Sector-V, Salt Lake City, Kolkata – 700 091, Police Station Salt Lake Electronic Complex, District North 24 Parganas, (referred to as the Office Space) on **LEAVE & LICENSE** basis.

(iii) WHEREAS the LICENSEE has inspected the area and has been satisfied with the terrain, measurements, etc. of the Office Space.

(iv) WHEREAS the LICENSOR has on the request of the LICENSEE agreed to License out the Office Space on Leave and License basis for a period of 11 months, starting from 1st July, 2022 ending on 31st May, 2023 with further option of renewal for a period of Two terms of (11 Months of 2 Terms) each with same terms and/or fresh Terms & Conditions as agreed between the parties, subject to fulfilment of the conditions and stipulation of the 1st term of 11 months of this Leave & License agreement consecutively out of which the duration of the initial 11 month's period.



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(v) WHEREAS the Office Space has been leased out on Leave and License basis to be used 24 x 7 days working basis.

(vi) WHEREAS the LICENSOR has agreed to license out the Office Space to the LICENSEE for a monthly license fee of Rs-80000/- (Rupees Eighty Thousand) only, payable every month in advance within 7th day of every English calendar month, commencing from 1st July, 2022, subject to standard TDS deductions as applicable within the purview of Income Tax Rules, by the Licensee. The challan for payment of TDS to be provided by the Licensee to the Licensor on quarterly basis. In event of delay in the payment of the License Fee, shall carry an interest @ 18% per annum. The water consumption charges, all electricity (own consumption) & common area maintenance charges, (CAM) and/or any state or central government taxes levied as applicable on these charges /fees to be paid by the LICENSEE on monthly basis within due date based on actual consumption to the building authority or respective maintenance bodies entrusted to undertake the building maintenance.

(vii) WHEREAS the LICENSE fee is exclusive of goods & Service Tax levied by government if levied, it shall be reimbursed by the Licensee as and when applicable.

(viii) WHEREAS the LICENSEE has paid to the LICENSOR a sum of Rs.3,45,000/- (Rupees Three Lakh Forty Five Thousand)) only to be treated as interest free security deposit, to be retained by the LICENSOR and to be repaid at the end of the license period or upon its termination to the LICENSEE.

NOW THIS AGREEMENT OF LEAVE & LICENSE WITNESSETH:



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Authorised Signatory / Director

That in pursuance of the foregoing and in consideration of the license hereby reserved and the covenants of the license, the LICENSOR hereby grant the said Leave & License and the LICENSEE hereby accepts the said Leave & License of the Office Space on the following terms and conditions.

A. LICENSE FEE:

- (i) THAT the LICENSEE herein agrees that it shall, for the period of 11 months, pay to the LICENSOR, the monthly license fee of Rs.80000/- (Rupees Eighty Thousand) only plus GST as applicable, excluding all utilities, per month on or before 7th day of every current English calendar month. Electricity bill, water consumption charges and any other charges arising due to utility will be borne by Licensee.
- (ii) That the LICENSEE herein agrees that the Licensee fee will be revised & increased upwards by 5% in and from the commencement of the subsequent renewable term of the said Leave & License Agreement, subject to all other Terms & Conditions in the said Leave & Licensee agreement remaining unchanged.
- (iii) The monthly rent amount will be paid in the name of the LICENSOR.
- (iv) That all Government taxes in except as payable on License fees and CAM charges, shall be borne by the Licensor and License shall not be responsible for the same. However, the any other liabilities arising out of the said business being carried out by the Licensee will be the responsibility of the Licensee only.

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B. SECURITY DEPOSIT:

- (i) The LICENSEE has agreed to pay to the LICENSOR a sum of Rs. 3,45,000/- (Rupees Three Lakh Forty-Five Thousand) only to be treated as interest free security deposit to be retained by the LICENSOR and to be paid at the end of the license period or upon its termination to the LICENSEE.
- (ii) That the said Security Deposit shall be refundable to the LICENSEE on the date of the termination or handing over vacant peaceful possession of the Office Space in good condition to the LICENSOR, subject to lawful deductions if any for arrears in Rent, Maintenance, electricity, water, and deductions if any for damages to the Office Space subject to reasonable/normal wear and tear. The same would however not be refundable in case the LICENSEE decides to terminate the agreement before expiry of this Leave & License Agreement.

The monthly license fee shall be paid by the LICENSEE as per Clause A Para-(I) above and subsequent increased license fee thereon and under no circumstances the LICENSEE can request the LICENSOR for adjustment of the Security Deposit against the monthly license fee.

C. CAM CHARGES:

The LICENSEE herein agree that it shall pay the Common Area Maintenance/Utility Charges @ Rs 9.15 per square feet per month, Water consumption charges @Rs 1.75/- Per square feet per month and all self-Electricity consumption charges



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payable within 3 days from the date of receipt of the Invoice to the facility company appointed by the management and any other charges like GST, Cess & Taxes arising out for utility regularly to the respective authorities every month as per the bills received from the authorities in respect of the Office Space.

D. MAINTENANCE:

- (i) That the LICENSEE shall at the time of occupation of the Office Space see that all sanitary tiles and fittings, fixture are in perfect order, that nothing is broken or missing and thereafter it shall be the responsibility and liability of the LICENSEE to maintain them in good condition. Natural wear and tear and damaged by the Act of God being exempted. The LICENSEE agrees to insure its own goods to be kept in the Office Space at its own cost and shall at no point of time during the license period hold the LICENSOR responsible for any loss or damage to the same.

- (ii) The LICENSEE shall carry out at its own cost the day-to-day minor repairs such as fixing of leaking water taps, minor maintenance of sanitary/electrical items and shall also generally maintain the Office Space and its surroundings in good condition. However, in the event of any major, structural repair/alteration to the Office Space surfacing During the tenure of Leave & License agreement, the same shall be carried out by the LICENSOR promptly.



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E. ALTERATIONS:

- (i) At the time of vacating the Office Space such fixed installation done by the LICENSOR (All electrical wiring and fitting, bathroom sanitary fittings) needs to be properly handed over to the Licensor. Any damage caused to the property or to the fittings provided by the Licensor needs to be adequately compensated by the Licensee.
- (ii) The LICENSEE agrees not to erect or build or permit to be erected or built on the Office Space any structure or addition or alteration of permanent in nature. There shall be no tampering of columns, beams and any other alteration, which affects the internal structure and external elevation of the building.
- (iii) It shall be the sole responsibility of the LICENSEE to restore the Office Space to its original condition at the time of handing over the vacant possession of Office Space to the LICENSOR herein, normal wear and tear shall be accepted.
- (iv) In the event LICENSEE fails or neglects to vacate the Demised Space upon the expiry, determination or termination of this License, as the case may be, Licensee shall be liable to pay pre-determined fees as profits to the Licensor at the rate 3 (three) times the then License fee payable per month.

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F. SUB-LETTING:

The LICENSEE herein shall not be entitled to sublet or under let the Office Space and its amenities or any part thereof. That the LICENSEE shall not assign, transfer, encumber and/or part with, let out/sub-let the possession of the said Office Space or any part thereof to anybody else in any manner whatsoever.

G. DISPLAY OF NAME BOARD:

The LICENSEE may display its name board/information boards on main door of office Space on the 7th floor.

H. USE OF THE PREMISES:

- (i) THAT the LICENSEE agrees to use the said office space for conducting business activities only and exclusively in the name of **M/S. Save Max Global Education Private Limited**
- (ii) THAT the LICENSEE shall use the said office space only for office and commercial/business purposes, and not for any personal or residential use nor for any illegal or immoral business activities which is contrary to the provisions of the Indian Information Technology Act 2000. Any such violation shall be construed to be breach of this Agreement and the Agreement shall be terminated with immediate effect. Further, the Licensee will be held solely liable, responsible and accountable for any such act, deed arising out of any violation in this matter. The Licensor shall not be held responsible for any such deed or violation.
- (iii) The LICENSEE agrees that it shall not place or keep or permit to be placed or kept in the Office Space, in or around the other parts of the



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building, any offensive, dangerous or highly inflammable or explosive material or any other article or thing which may constitute danger to the Office Space or to the neighbours.

I. RESTRICTION OF USE:

The LICENSOR herein clarifies that the LICENSEE's right over the space is limited to the office space area and the LICENSEE or its nominee/s shall not have any right.

- a) To use any unlicensed part of the property or its landscaped area.
- b) To hinder/obstruct the usage of the common area and side setbacks either by other LICENSEE or its staff, customers, nominees/agents.
- c) It is agreed that the LICENSOR or its authorised representative shall have the right to inspect the OFFICE SPACE with or without workmen at all reasonable times to ascertain the condition of the OFFICE SPACE after giving prior information to the LICENSEE.

J. INSURANCE/SECURITY:

- (I) The LICENSOR shall not be made responsible for any loss of property pertaining to the LICENSEE brought into the Office Space during the period of the license. The LICENSEE shall be solely responsible to ensure LICENSEE'S equipment and all other goods and shall at no point of time hold the LICENSOR responsible for any loss or damage to the same.

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Authorised Signatory / Director

K. TERMINATION:

This **LEAVE & LICENSE** agreement may be terminated in the following manner:

- a) By the LICENSEE upon giving 60 days advance notice in writing to the LICENSOR within the period of the said Leave & License agreement.
- b) By the LICENSOR upon giving 60 days advance notice in writing to the LICENSEE in the event of breach of terms and conditions of this leave & license agreement.
- c) By the LICENSOR upon giving 7 days' notice for non-payment of license fee for a period of 02 (Two) months by the LICENSEE.
- d) In the event the LICENSEE terminates this Agreement for any reasons whatsoever prior to completion of the term of this Agreement i.e., minimum 11 months, then the LICENSEE will be liable to pay the License fee for the balance unexpired period without any objection.

It is specifically agreed between the parties herein that in the event of the LICENSEE not having handed over the Office Space on termination / sooner determination of this LEAVE & LICENSE Agreement, in spite of the LICENSOR being ready and willing to refund the security deposit of the LICENSEE, the LICENSEE shall be liable to pay liquidated damages for use and occupation of the Office Space at thrice the prevailing monthly LEAVE & LICENSE fee as long as the LICENSEE does not hand over vacant possession of the Office Space to the LICENSOR.

e) It is pertinent to mention here in the event of the Licensee unable to hand over the physical possession on the expiry/Termination of the Leave and License Agreement of the said unit, The Licensor shall be in a position to take over the physical



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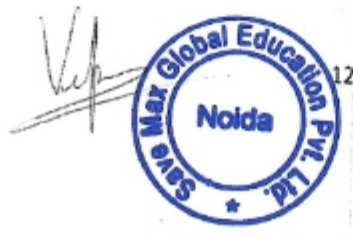
possession in their absence of the Licensee and the licensor shall not be held responsible for this act in any manner what so ever.

L. TRANSFER OF RIGHTS OF LICENSOR:

- (i) The parties herein agree that the LICENSOR shall be entitled to transfer and assign the benefit of this LEAVE & LICENSE Agreement in favour of any person or entity after duly informing the LICENSEE of the same in writing and subject to the LICENSOR ensuring that the person or entity purchasing such right duly and fully recognizes the LEAVE & LICENSE rights of the LICENSEE and the rights of the LICENSEE as per this LEAVE & LICENSE Agreement is not in any way prejudiced.

M. GENERAL CLAUSES:

- (i) Daily waste management and removal of the same from the Office Space shall be the responsibility of the LICENSEE. The LICENSEE shall ensure that the corridors of the common areas of office space and the open areas around the building shall not be dirtied or cluttered by the LICENSEE.
- (ii) On the expiry of the License agreement, LICENSEE agrees to peacefully hand over vacant possession of the Office Space to the LICENSOR.
- (iii) The LICENSOR hereby assures and confirm that on the LICENSEE paying the compensation hereby reserved and observing, performing the terms and conditions and covenants of the license herein contained, the LICENSEE shall be entitled to peaceful possession and quite enjoyment of the Office Space without any manner of let, hindrance,



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interruption or disturbance by or from the LICENSOR or by any person or persons claiming through or under the LICENSOR.

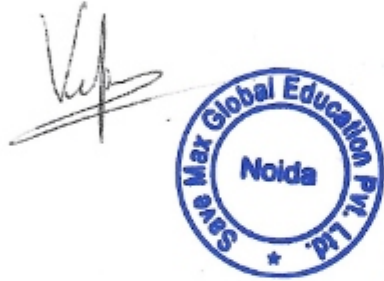
- (iv) All modification to the terms contained herein shall strictly be in writing by one Party and duly acknowledged by the other and such modified terms shall upon such acknowledgement be construed as a part and parcel of this Leave and License Agreement.
- (v) Any demand or notice to be issued to the respective Parties herein shall be sent by Regd. Post with acknowledgement due to the respective parties at the addresses mentioned herein above. Any change in address for communication shall be communicated in writing by either of the parties hereto.
- (vi) The LICENSEE shall be entitled to enjoy the facility of 02 (Two) Medium sized car parking space as allocated on the parking area of the building by the LICENSOR.
- (vii) If any disputes arising out of this Leave and License Agreement or any matter connected therewith shall be subject to the Jurisdiction of competent court At Kolkata only.
- (viii) For any reasons during the period of this Leave and License Agreements needs to be registered due to any guidelines issued/ordered by any competent Authority the cost of the same shall be borne by the Licensor and Licensee equally.
- (ix) The Licensor hereby declares and undertakes that the terms and conditions mentioned above shall not come within the purview of West Bengal Tenancy Act and this Agreement shall remain in force purely for commercial purpose only.



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Authorized Signatory Director

SCHEDULE OF PROPERTY (OFFICE SPACE)

ALL THAT Commercial /Unit/Office Space measuring about Super built up area 3500 Sq. Ft. a little more or less on the 7th floor, Plot 6, Block- AQ, Sector-V, Salt Lake City, Kolkata – 700 091, Police Station Salt Lake Electronic Complex, District -North 24 Parganas along with 02 (TWO) medium sized car parking space within the office complex premises.



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Rohar Agrewal
Authorised Signatory / Director

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURE TO THIS AGREEMENT FOR LEAVE & LICENSE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITH

DRIVE ENGINEERING PVT. LTD.
For M/s DRIVE ENGINEERING PRIVATE LIMITED

Rajesh Aggarwal
Authorized Signatory Director
DIRECTOR

(LICENSOR)

WITNESS

1. *Ajay Agarwal*
A-16, Saltlake city Sec-V
KM-91.
2. *Swapan Biswas*
vill - Haldighat
P.S - Mughal Kat
Kolkata

M/S. SAVE MAX GLOBAL EDUCATION PRIVATE LIMITED

WITNESS

- 1.
- 2.

Vip
DIRECTOR
(LICENSEE)
