

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 5976.40/-	MH014119863202122E	05/03/2022
Registration Fee	Rs. 1000/-	MH014119863202122E	05/03/2022

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 09/04/2022 at Mahape

Between,

1) **Name:** Mr.Hemraj Madhukar Chaudhari Proprietor Of M/s Madhuleela Infotech, Age : About 34 Years, PAN : AKGPC5871R Residing at: Building Name:Madhuleela, Block Sector:Plot no.- 122, Sector - 10, Road:Sanpada, Navi Mumbai, Thane, Maharashtra, 400705

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensor above named and also his/her/their respective heirs, successors, assigns, executors and administrators)

AND

1) **M/s DIGIHOST TECH SOLUTIONS PVT. LTD.** (Private Limited Company), PAN: AAJCD1952A, CIN: U72900MH2022PTC380009 Residing at: Building Name:A-105, Technocity, Block Sector:Plot no.- OFF A-105 PL X-4/1, X-4/2, TTC Industrial Area, Road:Mahape, Navi Mumbai, Thane, Maharashtra, 400701 through Authorized Director Mr. Alkesh Kumar Gupta, Age : About 25 Years Residing at: Flat No:D-202, Building Name:Panchanand Heights, Block Sector:Sector - 9, Road:Taloja Phase-1, Panvel, Raigarh(mh), Maharashtra, 410208

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

AND WHEREAS the Licensee herein is in need of temporary premises for Non-Residential use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of 36 Months commencing from 01/04/2022 and ending on 31/03/2025, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his/her/their aforesaid Non-Residential purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing;

NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-



1) Period: That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of 36 Months commencing from 01/04/2022 and ending on 31/03/2025

2) License Fee & Deposit: That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises.

a) Rs. 60000/-(Sixty Thousand Only) per month for the first 12 months,

b) Rs. 63000/-(Sixty-Three Thousand Only) per month for the next 12 months,

c) Rs. 66150/-(Sixty-Six Thousand One Hundred and Fifty Only) per month for the next 12 months.

The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License. Licensees shall also pay to the Licensor Rs. 402500 interest free refundable deposit, for the use of the said Licensed premises.

3) Payment of Deposit: 1] That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. 999130409468, dated – 03/03/2022, drawn on the Licensee's Banking Account with Kotak mahindra bank ltd Bank, Vashi Branch. Amount Rs.21000/-(Twenty-One Thousand Only) 2] That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. 000194, dated – 07/03/2022, drawn on the Licensee's Banking Account with Kotak mahindra bank ltd Bank, Vashi Branch. Amount Rs.381500/-(Three Lakh Eighty-One Thousand Five Hundred Only)

4) Maintenance Charges: That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.

5) Electricity Charges: The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the electricity bills are paid.

6) Use: That the Licensed premises shall only be used by the Licensee for Non-Residential purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .

7) Alteration: That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.

8) No Tenancy: That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.



9) Inspection: That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself / herself / themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

10) Cancellation: That, Subject to the condition of lock in period (if any), if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.

11) Possession: That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his/her/their goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself / herself / themselves and / or his/her/their articles from the said premises on expiry or sooner determination of this Agreement ,the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his/her/their belongings from the Licensed premises, without recourse to the Court of Law.

12) Miscellaneous: -A- The Licensor shall refund the interest free refundable security deposit to the licensee on the expiry of this agreement or early termination thereof after handing over vacant peaceful possession of the said licensed premises to the Licensor. -B- The Courts governing Navi Mumbai area shall have the exclusive jurisdiction in respect of any dispute arising out of this Agreement. It is mutually agreed by the parties that licensee shall not terminate the agreement for twelve months hereinafter referred to as the lock-in-period. After lock in period either party may terminate the agreement by giving two months advance notice.

13) Registration: This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges, if any, shall be borne by the Licensee and Licensor equally .

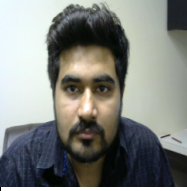







SCHEDULE I

(Being the correct description of premise Office which is the subject matter of these presents)

All that constructed portion being Non-Residential unit bearing Office No. A-105, Built-up :3215 Square Feet, situated on the Floor of a Building known as 'GREEN SCAPE TECHNO CITY PARK' standing on the plot of land bearing Plot Number :X4/1-X4/2, Road: MIDC, Mahape, Location: Navi Mumbai - 400701, of Village:Mahape, situated within the revenue limits of Tehsil Thane and Dist Thane and situated within the limits of Navi Mumbai Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.






Name & Address	Photo	Thumb Image	Digitally signed
Licensor <u>Mr.Hemraj Madhukar Chaudhari Proprietor Of</u> <u>M/s Madhuleela Infotech</u> Address: Building Name:Madhuleela, Block Sector:Plot no.- 122, Sector - 10, Road:Sanpada, Navi Mumbai, Thane, Maharashtra, 400705			Not Available
Licensee <u>M/s DIGIHOST TECH SOLUTIONS PVT. LTD.</u> (Private Limited Company) , PAN: AAJCD1952A, CIN: <u>U72900MH2022PTC380009</u> through his Authorized Director Mr. <u>Alkesh Kumar</u> <u>Gupta</u> Address: Flat No:D-202, Building Name:Panchanand Heights, Block Sector:Sector - 9, Road:Taloja Phase-1, Panvel, Raigarh(mh), Maharashtra, 410208			Not Available
Witness of execution of all executants <u>Deepak Jayantiprasad Garg</u> Address: Block Sector:Sector - 17, Road:Vashi, Navi Mumbai, Thane, Maharashtra, 400703			Not Required
Witness of execution of all executants <u>Chetankumar Agarchand Patil</u> Address: Block Sector:Varale, Road:Talegaon Dabhade, Pune, Pune, Maharashtra, 410507			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifierees have stated that they are well acquainting to the said parties.They have given their consent to, Department of Stamp and Registration,Maharashtra State to obtain their Aadhaar number, Name and fingerprint for authentication with UIDAI and their identity has been verified with the UIDAI.



Type of Party, Name & UID	Date & Time of Admission	Date ,Time of Verification with UIDAI	Information received from UIDAI(Name,Gender,Aadhaar No,Photo)	
Licensor Hemraj Madhukar Chaudhari Proprietor Of M/s Madhuleela Infotech	09/04/2022 06:31:06 PM	09/04/2022 06:31:29 PM	Hemraj Madhukar Chaudhari, Male, XXXX XXXX 6448	
licencee M/s DIGIHOST TECH SOLUTIONS PVT. LTD. through Authorized Director Alkesh Kumar Gupta	09/04/2022 12:03:25 PM	09/04/2022 12:03:57 PM	Alkesh Kumar Gupta, Male, XXXX XXXX 7891	
identifier for all executants Deepak Jayantiprasad Garg	09/04/2022 12:07:21 PM	09/04/2022 12:07:32 PM	Deepak Jayantiprasad Garg, Male, XXXX XXXX 8819	
identifier for all executants Chetankumar Agarchand Patil	09/04/2022 12:13:17 PM	09/04/2022 12:13:24 PM	Chetankumar Agarchand Patil, Male, XXXX XXXX 7503	