

Bond



Indian-Non Judicial Stamp Haryana Government



Date : 01/11/2023

Certificate No. GOA2023K1277



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 109008635



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Abbie It Mart pvt ltd

H.No/Floor : 404/406

Sector/Ward : 48

Landmark : Jmd meghapolis sohna road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 93*****71



Purpose : RENT AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egashry.nic.in>



AGREEMENT

Pay No. 23
Notary Register Entry No. 189
Date 7/11/23

This License Agreement is made and entered into as on

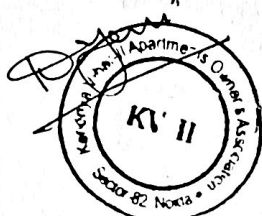
BY AND BETWEEN

M/s. KENDRIYA VIHAR-II APARTMENT OWNERS ASSOCIATION, having registered place of business at Kendriya Vihar, Sec-82, Noida ,UP, hereinafter referred to as "Licensor", acting through, holding position of (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and assigns) at the FIRST PART.

AND

ABBIE IT MART PRIVATE LIMITED, (CIN: U72200HR2014PTC087009) a company incorporated under the Companies Act, 2013, having it's registered office at 404, 405 & 406, JMD Megapolis, Sohna Road, Sector 48, Gurugram (Haryana) - 122018, herein after referred to as "Licensee" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and assigns) at the SECOND PART.

WHEREAS the Licensee being media and advertising service provider company has approached the Licensor for utilizing the part of lift space and/ or premises outside lift, as agreed, for the purpose of installation of LED screens/ posters/ video projectors at "the designated premises", for advertising products and/or services offered by it's customers.



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NOW THE PARTIES HAVE DECIDED TO RECORD THE TERMS AND CONDITIONS MUTUALLY AGREED BETWEEN THEM APPEARING HEREAFTER -

I. SCOPE OF AGREEMENT

- 1) The *Licensor* shall permit the *licensee* to install "Building Advertisement System" (hereinafter referred to as "the system") within/ outside the lift area of the designated premises i.e Kendriya Vihar, sec-82 ,Noida, UP, for the purpose of advertising products and services of Licensee's customers. The term "Building Advertisement System" shall include LED Screens and the equipment's used to install it for it's proper functioning.
- 2) Both the parties agree that during the tenure of agreement, *licensee* shall have the exclusive right to operate the existing system, and *licensor* shall not allow *Licensee's* competitor to install static images, posters, videos, audios, or video and audio systems, video projection, similar to that of *Licensee*, to the agreed place of installation.
- 3) In order to ensure the effectiveness and continuous functioning of the system, during the tenure of this agreement, *licensor* shall not change the installation location of the system without the consent of the *Licensee* and shall endeavor to improve the performance of the system.
- 4) *Licensee* shall be responsible for taking a photographic evidence for the installation of the equipment, as the installation state of the equipment approved by both parties. If the number, model and address are adjusted in the future, the supplementary agreement made by the parties shall prevail.
- 5) During the term of this agreement, if licensor transfers the ownership, management right or other forms of control right to the third party or to existing RWA or newly formed RWA, licensor shall ensure that the third party/ RWAmust accept all the rights and obligations of licensor in this agreement. Licensor shall inform Licensee one month before signing the transfer agreement with the third party.

II. TENURE OF AGREEMENT & RENEWAL TERMS

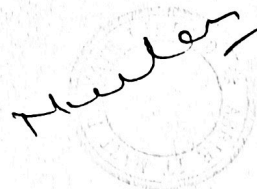
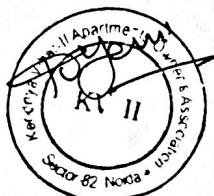
- 1) The Agreement shall come into force and execution after signing of this agreement by both the parties. This Agreement shall remain valid for the period of 1 year from the date of signing of this agreement by both the parties with 1 year of lockin
- 2) The Agreement can be further extended/ renewed for the next 2 years after mutual consent of both the parties.
- 3) If at the time of expiration of the term of agreement, neither of the two parties proposes to terminate the agreement, in such case the agreement shall continue to operate till either party puts forward termination in written form.

III. PAYMENT TERMS

- 1) In consideration of providing appropriate place to *Licensee* for installation and utility service to display system, both parties shall agree with rental payment - Rs. 2,70,000 + GST (Quarterly Basis)

Screens-Rs 7000 per screen per year (21 inches)
Frame posters- Rs 1000 per poster per year (45*60cm)

(a) **Rental Amount** - For rental plan, *Licensee* shall pay Rs. 10,80,000 + GST (if applicable) per year. Total no. of Passenger lifts- 120.



Total Rental amount shall be paid Rs. 10,80,000 +GST per year. No of LED Screens- 120. No. of frame posters- 240

Agreement date shall be considered once all installation shall be done, i.e. from installation date only.

Location of Installation:

LED Screens: 120 - Outside lifts in lift lobby (21 inches)
No of frame posters- 240- Inside the lift lobby (45*60cm)

(b) GST - GST shall remain applicable @ 18% amounting to Rs 1,94,400 per year. GST shall be paid only on rental Amount as per the applicable laws.

So the total amount payable is Rs 12,74,400.(per year).

2) Every payment shall be made through cheque or NEFT and therefore *Licensor* needs to provide following documents to the *Licensee* at the time of signing of Agreement-

(i) PAN Card Copy

(ii) Cancelled Cheque Copy/ Copy of Passbook Details.

(iii) Copy of board resolution/ Other documented proof specifying the authority to enter, execute and sign the said Agreement lies with Licensor.

3) TDS (as per applicable laws) shall be deducted as per the applicable laws in following cases-

(i) In case of single payment, if the total amount exceeds Rs.30,000.

(ii) In case of annual payment (either paid annually/ semi-annually), if the amount exceeds Rs.1,00,000/-.

4) Licensee shall make and start the rental payment to Licensor after installation of system equipments at the agreed area and payment shall be made only after receiving of invoice by the Licensee from Licensor.

IV. ADVERTISING CONTENT

1) *Licensee* shall display the public welfare promotion information, special property announcements, *licensee's* own advertisements, high quality business propaganda (including famous brand advertisements at home and abroad, and all kinds of fashion consumption guides), and entertainment information, etc. in accordance with the agreement through this system.

2) Except lease information of the said property, Licensor shall be allowed to release a series of public information including but may not limited to the latest notice of property, lost and found, birthday wishes and rental information by complying with the laws, regulations and social customs which have no competitive conflicts with Licensee's activities. Licensor's notices/ circulars shall be displayed for 30 seconds on recycling basis together with other advertisements.

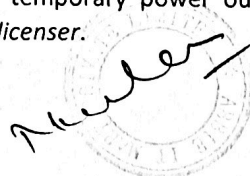
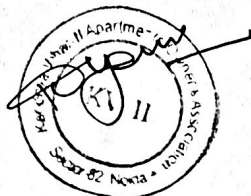
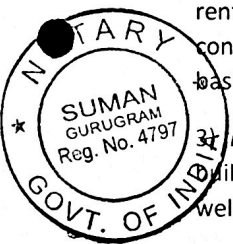
3) Licensor shall provide prior notice of 3 working days to the *Licensee* for availing information benefits for its building/ property management, including lost and found, latest notice and news, staff birthday wishes, public welfare information or festival wishes information.

4) Contents of Advertisement shall be in accordance with the government laws of the nation.

V. LICENSOR'S COVENANT

1) *Licensor* shall provide every necessary assistance for installation work, including but not limited to providing power supply and guidance and convenience when *licensee* arranges signal distribution lines or wires.

2) *Licensor* shall provide uninterrupted power supply during the tenure of agreement. However, *licensee* shall not be held liable for the interruption of power supply due to temporary power outage, electric power maintenance or other reasons which are not at fault on the part of *licensee*.



- 3) During the tenure of the agreement, *licenser* shall provide the necessary assistance to the *licensee* for the replacement of advertisements and reserve the right to supervise the content.
- 4) During the tenure of this agreement, if *licenser* transfer the ownership, management right or other forms of control right to the third party, *licenser* shall ensure that the third party continue to accept all the rights and obligations of *licensee* in this agreement and intimate *Licensee* about the same.
- 5) *Licenser* shall take reasonable care against any theft or man-made damages caused to LED Screens. In case any such damage is caused, *Licenser* shall inform licensee within one day together with written explanation about the cause of damage. *Licenser* shall provide all assistance and convenience in investigation of such matter against the third party for the compensation.
- 6) *Licenser* shall take proper care against theft or man-made damages that may be caused to Frame Posters during the agreement tenure. In case, if any installed frame posters are found damaged, then *licenser* shall bear the cost of damage and such cost of damage shall be adjusted from the license fee paid by licensee to *licenser* under this agreement.
- 7) *Licenser* shall be responsible to make sure to Licensee that the posters and/ or LED screens are installed in/out of the lifts which are in perfect working conditions and are in continuous use by the targeted audience.

VI. LICENSEE'S COVENANT

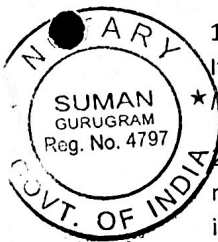
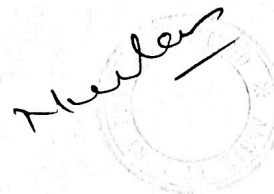
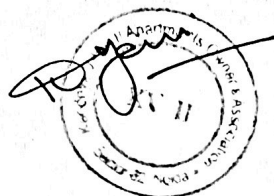
- 1) *Licensee* shall be responsible for installation, repairs and upgrading the system, and corresponding cost shall be borne by the *licensee* only.
- 2) *Licensee* during the tenure of this agreement shall have the right to inspect the systems on periodic intervals and *Licensee* reserves the right to increase/ decrease the number of LED Screens/ Posters at the mutually agreed area and also to update the advertisement equipments as per the discretion during the agreement tenure.
- 3) *Licensee* shall display commercial advertisements or other related information everyday in the system, and the normal time of display is 15 hours per day (time i.e. from 7:30 to 22:30). If the system is installed in commercial site, the time can be set flexibly according to the business hours.
- 4) *Licensee* shall get internet or wi-fi connection, if any required for smooth working of *the system*, under the agreement, from any vendor.

VII. AUDIO & VIDEO CLAUSE

- 1) LED Screen's audio shall be clearly audible to the people around the *system* installed which will be very low. If the surrounding people cannot clearly hear the voice, due to background sound in *licenser's* area, either *licenser* shall reduce the background voice or *licensee* shall be allowed to increase the volume of *the system*.
- 2) *Licenser* shall, in no case, ask the Licensee or it's service team to mute the audio or reduce it to the below normal audible standard agreed by mutual consent of both the parties for the advertisement running in installed system. In case of any any interruption from residents, same would be adjusted from Licensee.
- 3) Licensee shall possess the right to display the advertising content through it's installed *system* i.e. LED Screens and Posters without any interruption. In case any barrier exist, *Licenser* shall remove such barrier for proper display of such advertisements.

VIII. TERMINATION CLAUSE

- 1) If either of the party intends to terminate this agreement (except during the lock-in period as specified in Clause II sub-clause 1), it can do so by serving 1 (one) month advance notice to the other party in written form.

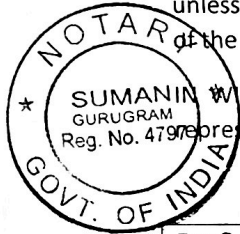


- 2) If either party terminates the agreement without serving the notice period, then in such case breaching party is entitled to compensate the aggrieved party for the damage suffered by it due to such breach of agreement.
- 3) *Licensee* has the right to recollect all the system equipments, as and when the agreement stands terminated or gets expired. Ownership of such system equipments shall solely vests with *Licensee*.
- 4) In case of termination of agreement by *either party for any reason*, *Licensor* shall return back the advance rental payment on pro-rata basis after clearing all dues of *Licensor* or it's maintaining agency.

IX. MISCELLANEOUS

- 1) Any matter which has not been covered in the agreement shall be resolved by mutual consent.
- 2) If any dispute arises and is not resolved through mutual negotiations, such dispute can be referred by either party to the court having jurisdiction over the local limits of designated premises.
- 3) If either of the parties violates the terms of the agreement, except the breach of terms caused by force majeure (including earthquake, fires, war, strikes, failure, government or military action and other natural disasters), the observing party attains the right to terminate this agreement and request compensation for economic losses from the breaching party.
- 4) Neither *licensor* nor *licensee* shall provide or disclose any information related to the party to any third party unless agreed by the law or by the other party. Any unauthorised disclosure shall be treated as material breach of the agreement.

WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.



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| For & Behalf of Licensor: Name: Title: Signature & Stamp: | |
| For & Behalf of ABBIE IT MART PRIVATE LIMITED, Licensee: Name: Title: Signature & Stamp: | |

ATTESTED AS IDENTIFIED

**SUMAN
ADVOCATE & NOTARY
COURT GURGAON**

07 NOV 2023

