

Y 994210

LEAVE AND LICENSE AGREEMENT

This **LEAVE AND LICENSE AGREEMENT** (hereinafter referred as “**AGREEMENT**”) is made and entered into on this 01 day of August 2023 by and between:

POORNIMA INSTITUTE OF ENGINEERING & TECHNOLOGY, a college, having its campus at, ISI- 2, RIICO Institutional Area Sitapura, Jaipur - 302022, represented by it's Registrar, Dr. Gautam Singh, hereinafter collectively referred as “**FIRST PARTY**”, which term shall mean and include its executors, administrators, permitted assigns and successors in title, of the **ONE PART**;

AND

QUICK SMART WASH PRIVATE LIMITED, a company registered under Companies Act, 1956, having its registered office at 303, Coral Studio One, Sahakar Marg, Lal Kothi, Jaipur, Rajasthan, represented by its Director/CEO, Mr. Rakesh Sharma, hereinafter referred to as “**SECOND PARTY**”, which term shall mean and include its executors, administrators, permitted assigns and successors in title of **OTHER PART**.

[Handwritten signature]



क्र. 11256 दिनांक 19/03/33
प्राप्त का मूल्य 500 बांटे 100
पेता का नाम श्री राजकुमार राव
पेता/पति का नाम श्री राजकुमार राव
निवास स्थान
पेता के हस्ताक्षर :-



राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत	
स्टाम्प राशि पर प्रभाविता अधिभार	
1. आधारभूत आवश्यकता सुविधाओं हेतु (धारा 3-क)-10% रुपये	50
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)/प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु-20% रुपये	40
हस्ताक्षर स्टाम्प वेण्डर	कुल राशि 90

श्री राजकुमार राव
ला. नं. 58/97 (स्टाम्प विक्रेता)
नगर निगम (मुख्यालय) के पास
टॉक रोड, जयपुर (राज.)



WHEREAS-

- A. First Party is the owner and is in absolute possession of the property known as Poornima Institute of Engineering & Technology campus located at Poornima Group, ISI-2, RIICO Institutional Area Sitapura, Jaipur - 302022, (the “**CAMPUS**”).
- B. Second Party has approached First Party to acquire on Leave and License basis, commercial area measuring places of laundry that will be around 1,000.00 sq.ft. (approximately) of immovable property situated in the Campus (as detailed in Annexure I attached hereto), for the purpose of running a Campus Laundromat and providing laundry services of its students (the “**SAID SERVICE**”), on the terms and conditions enumerated in this Agreement.

NOW THEREFORE, this Agreement witnesses and the Parties hereto agree as follows:

1. LICENSED PREMISES:

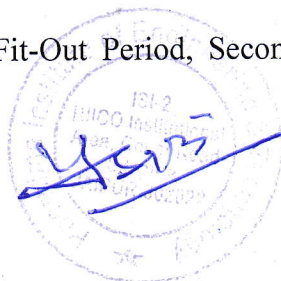
- 1.1. In consideration of the mutual covenants herein reserved and contained, First Party hereby grants to Second Party and Second Party hereby accepts from First Party on a Leave and License basis, commercial area measuring 1,000.00 sq.ft. (approximately) of immovable property situated in the Campus, as detailed in Annexure I attached hereto (the “**LICENSED PREMISES**”).
- 1.2. Second Party shall only have the mere license right in respect of the License Premises and the juridical possession shall remain with First Party.

2. LICENSE PERIOD:

- 2.1. Second Party grants to Second Party, the use of the Licensed Premises for an initial fit-out period, from 1st AUG 2023 to 15th August 2023 (the “**FIT-OUT PERIOD**”).
- 2.2. Thereafter the covenants, conditions and stipulations mentioned herein, First Party hereby permits Second Party, on Leave and License basis, to use the Licensed Premises together with electrical fittings, water pipeline connection and such other movables attached thereto and to use the same, free from all encumbrances, for a period of 10 (Ten) years from 1st August 2023 to 30st July 2033 (the “**LICENSE PERIOD**”).
- 2.3. This Agreement shall be valid for a period of 10 (Ten) years. The License Period shall be locked in for Second Party for the 5 years, during which Second Party shall not have the right of termination, except in case of material breach by First Party. Post completion of License Period, this Agreement may be renewed on mutual consent of both Parties.

3. UTILITY FEE:

- 3.1. For the duration of the Fit-Out Period, Second Party shall not be liable to pay the utility charges.

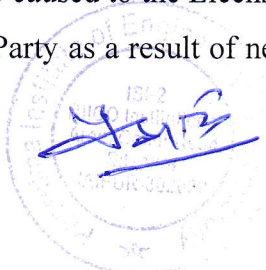


- 3.2. All applicable utility charges on actuals, which shall be paid separately by Second Party before the respective due date viz, Electricity as per SEB vide a sub meter, Water Charges as per Rs. 100 per KL (Kilo Liter i.e. 1,000/-Liters) vide sub meter on monthly basis after generation of utility invoice by the First Party in favour of Second Party.

4. SECOND PARTY'S COVENANTS:

Second Party hereby covenants with the First Party as follows:

- a) To provide the said Services as per the Scope of Services specified in Annexure I. The charges to be paid to Second Party for the said Services shall be paid as specified in Annexure II.
- b) To use the Licensed Premises exclusively for the purpose as mentioned herein and not for any other purpose and outsiders.
- c) To pay all the electricity and water with GST as applicable, in respect of the Licensed Premises, to the appropriate authorities promptly and punctually.
- d) NOT to further sub-let or give on leave and license basis or on any other basis the Licensed Premises or any part or portion thereof nor permit any third-party to use and occupy the Licensed Premises or any part or portion thereof, without the prior written permission of First Party.
- e) To keep Licensed Premises, including fittings and fixtures, in good and tenable condition subject to natural wear and tear during License Period. Second Party may choose to change the interiors at its own cost, only after receiving the prior written approval of First Party.
- f) To maintain the cleanliness and hygiene of the Licensed Premises.
- g) NOT to hold First Party responsible or liable for any loss or damage suffered by Second Party on account of any theft, fire or other destruction caused to or in the Licensed Premises or to any property, articles or things brought by the Second Party in the Licensed Premises or by any act or omission on the part of the occupants of the other premises or by its employees, agents, representatives visiting the Licensed Premises unless the same has been caused as a result of any willful or proven act, omission, breach, or default on the part of First Party or its directors, employees or representatives.
- h) To quit and deliver vacant possession of the Premises peacefully to First Party with all electrical fittings etc., immediately on expiry of the License Period or earlier termination of the License, and to make good to First Party any loss or damage (except reasonable wear and tear) that may be caused to the Licensed Premises or any other fittings, fixtures, articles or property of First Party as a result of negligence on the part of Second Party, its servants



and/or other persons visiting or working in the Licensed premises.

- i) NOT to cause any damage to the Licensed Premises or cause any nuisance or annoyance to the neighboring premises' and/or people or store any hazardous goods or do anything, which may jeopardize safety of, the Premises or the people present therein.
- j) NOT to put up any permanent structures to the premises without the written permission of First Party.
- k) To pay for the day-to-day cleaning, maintenance and housekeeping charges of the Licensed Premises, at Second Party's own cost.
- l) To put up hoardings and/or signage in and around the Licensed Premises only with the prior approval of First Party.
- m) To abide by all instructions given by First Party from time to time.
- n) To abide by all the rules and regulations of the state administration / development authority, the Central Government or any other local body / person and Statutory Authority or otherwise that may be applicable to the Licensed Premises during term of License, until it is vacated.

5. SECOND PARTY'S EMPLOYEES:

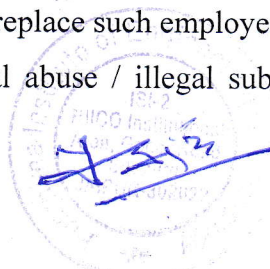
5.1 Second Party may hire employees for the provision of services mentioned under this Agreement, provided:

- a) The employees shall be appointed only after verifying their antecedents and subject to submitting the required certificates / NOCs and valid government ID proofs.
- b) The employees wear a photo id card provided by the Second Party and shall wear proper uniforms when they are performing their duties in the Licensed Premises.
- c) The employees shall follow all the rules and regulations of First Party, shall not involve in any illegal activities and behave properly with the students.
- d) Second Party shall not employ any child below the age of 16 years.

5.2 Second Party shall be solely responsible for payment of wages and other statutory benefits to any and all employees hired by Second Party to work in the Licensed Premises. First Party shall not be responsible for such employees whatsoever and the said employees shall not be construed as employees of First Party. Second Party shall produce the PF and ESI paid Challan of the employees to First Party, whenever necessary.

5.3 Second Party shall, on receiving a complaint from First Party with regard to any employee hired by Second Party, replace such employee to the satisfaction of First Party.

5.4 In the event any sexual abuse / illegal substance case is filed against any employee of



Second Party, Second Party shall take action against the employee, based on the direction of First Party. Regular trainings as applicable shall be conducted to the employees under the PoSH Act.

6. FIRST PARTY COVENANTS:

Second Party hereby covenants with the First Party as follows:

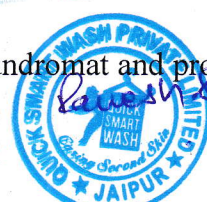
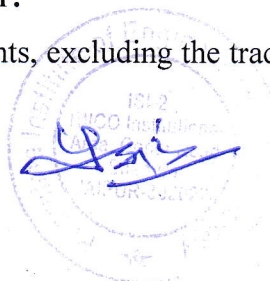
- a) To provide Second Party with electrical and plumbing points and basic civil structures for washing, washing platform, drainage, and storage as per requirement within a Laundromat
- b) To provide water pipeline and drainage inside the outlet area as mutually agreed.
- c) To install and maintain all required equipment in the Licensed Premises.
- d) To collect the laundry charges from the students and pay the same to Second Party, after receipt of the invoice from Second Party. First Party reserves the right to dispute any invoice raised by Second Party. First Party shall notify Second Party of the disputed invoice within 7 (seven) days from receiving the invoice from Second Party. If First Party's claim on a disputed invoice is proved correct, Second Party shall cancel the original invoice and provide a new corrected invoice to First Party. In the event of a disputed invoice, only that portion so contested shall be withheld from payment, and First Party shall pay the undisputed portion within 15 working days.
- e) NOT to claim any rights on any machinery, assets and any stocks held by Second Party in the Licensed Premises.
- f) To provide for security for the Licensed Premises and Collection Kiosks, at First Party's own cost.
- g) NOT to interfere in Second Party's peaceful use and occupation and enjoyment of the Licensed Premises during the License Period, provided that Second Party performs all the obligations stipulated in this Agreement. However, First Party reserves the right to enter and inspect the Premises at any time.

7. HOURS OF OPERATION:

Second Party shall operate the Licensed Premises on all 7 days of the week, from 8 am to 8 pm. However, the licensed premises shall remain closed during major festivals, national holidays, and vacations etc., as mutually decided with First Party.

8. STATUTORY REQUIREMENT:

8.1 All statutory requirements, excluding the trade license to run a Laundromat and provide the



said Services, and adhering the rules and laws prevailing in the local jurisdiction which also includes fire and other safety measures must be ensured by the First Party and copy of those documents must be provided to the Second Party for its record.

8.2 Second Party shall abide by all laws, rules, regulations, orders which may be passed by appropriate authorities from time to time, including but not limited to, obtaining and maintaining the trade license to run a Laundromat and provide the said Services (at all times), and a copy of which shall be provided to First Party for its record. Second Party shall also arrange for disposal of waste on day-to-day basis, in an appropriate manner, as determined by First Party.

9. TERMINATION AND CONSEQUENCES OF TERMINATION:

9.1 First Party shall be entitled to terminate this Agreement during the License Period, on the occurrence of any of the following events:

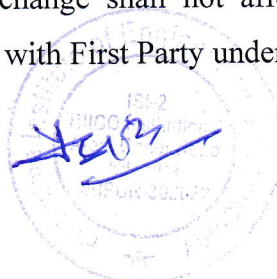
- a) If Second Party allows any utility charges to remain in arrears for any 3 (Three) months or contravenes any of the covenants and conditions of this Agreement, First Party may withdraw the License after giving 3 (Three) months prior notice.
- b) If Second Party commits a breach of any terms of this Agreement or commits an act misconduct, or First Party suffers or is likely to suffer any loss due to negligence on the part of Second Party, its employees, agents or representatives or its performance is unsatisfactory or found to be inefficient; First Party may terminate this Agreement by giving 90 (Ninety) days' prior notice to Second Party.
- c) If Second Party, for any reason whatsoever, is prevented or prohibited from providing the service mentioned in this Agreement, by virtue of any law.

9.2 On termination of this Agreement or expiry of the License period:

- a) Second Party shall peacefully vacate the Licensed Premises along with all its belongings, equipment and its employees, agents or representatives, in good condition to First Party.
- b) Second Party shall not represent itself as a Second Party of First Party from the date of termination.

10. CHANGE OF CONSTITUTION

If there is any change in the constitution or name of either Party during the tenure of the License Period, the Party so affected shall communicate the same, in writing, to the other Party immediately and such change shall not affect the terms of this Agreement, provided the ownership rights remain with First Party under the new constitution.



11. REPRESENTATION AND WARRANTIES:

First Party and Second Party hereby mutually represent to each other that the persons respectively executing these presents for and on their behalf respectively, have the full and complete authority to do so and the execution of these presents by them respectively creates a legal and binding contractual obligation upon First Party and Second Party.

12. CONFIDENTIALITY:

Both Parties shall treat this Agreement as confidential. Neither Party, except with prior approval of the other Party in writing, disclose or make any public or other announcements of the transaction covered by this Agreement or any terms thereof.

13. AMENDMENT:

No variation, amendment, modification or supplement of this Agreement shall be effective unless agreed in writing and signed by or on behalf of the Parties.

14. ASSIGNMENT:

The rights and obligations of Second Party under this Agreement shall not be transferred or assigned in favour of any third-party, without the prior written consent of First Party.

15. GOVERNING LAW AND DISPUTE RESOLUTION:

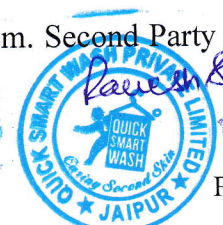
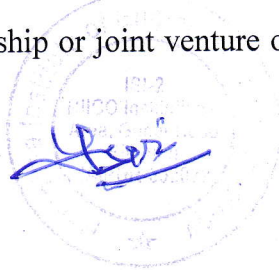
15.1. The laws of India shall govern this Agreement.

15.2. Any dispute between the Parties shall be settled through mediation and in the event any dispute is not settled through mediation then Parties shall proceed for Arbitration conducted in terms of the Arbitration and Conciliation Act 1996, as amended. Both Parties shall conduct the Arbitration proceedings at Jaipur before a sole Arbitrator jointly appointed. The decision of the Arbitrator shall be final and binding on both Parties.

15.3. All litigation w.r.t. this Agreement is limited to the jurisdiction of competent courts at Jaipur.

16. RELATIONSHIP BETWEEN THE PARTIES:

The relation between the Parties hereto shall be on principal to principal basis and nothing herein shall be construed to create the relationship of principal and agent or employer and employee or partnership or joint venture or otherwise, between them. Second Party shall be at



all times deemed to be an Independent Contractor.

17. EXCLUSIVE ENGAGEMENT:

First Party hereby grants to Second Party an exclusive right, on the terms and conditions contained herein, to provide the services.

18. INDEMNITY:

18.1. Second Party shall indemnify First Party, its directors, employees and representatives and keep it indemnified against all losses, claims, injuries, costs, damages, including attorney fees that First Party may suffer on account of:

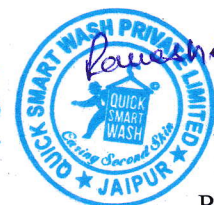
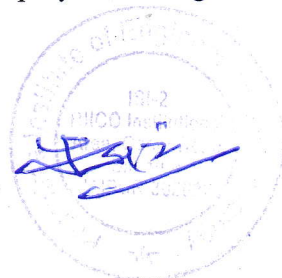
- a) Second Party's failure to comply with any statute, law and legislation, including any labour legislation / law
- b) breach or negligence of the provisions of this Agreement by Second Party or its employees, agents or representatives;
- c) deficiencies in the services provided by Second Party pursuant to this Agreement;
- d) any wrongful act or omission on the part of Second Party, its employees, agents or representatives
- e) any claim or demand made by any of the employees of Second Party against First Party.

18.2. First Party shall defend, indemnify and hold Second Party, its employees and associated vendor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from any defect in title of the Licensed Property during the term of this Agreement.

19. LIABILITY:

19.1. First Party shall not be responsible in any way for damage or loss caused by fire, accident, or otherwise to Second Party's stored supplies, materials or equipment, or Second Party's employees' personal belongings. Second Party shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to First Party immediately. Second Party shall be liable for any damage caused to the Licensed Premises, due to the action of Second Party, its employees, agents or representatives.

19.2. Second Party shall be solely responsible and liable to make good and deal with any injury caused to any of its employees during the discharge of obligations under this Agreement.



20. ENTIRE AGREEMENT:

This Agreement and Annexures attached hereto shall constitute the entire agreement between the Parties and contains all the terms and conditions agreed between the Parties on the subject matter hereof. This Agreement supersedes and excludes all prior agreements or arrangements, written or oral, between the Parties with respect to the subject matter, if any.

21. FORCE MAJEURE:

Neither Party shall be held liable for any damage arising from the cancellation of an event due to acts of war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God ("FORCE MAJEURE EVENT"), provided a notice of the happening of any such event is given to the other Party within 21 (twenty-one) days from the date of occurrence thereof, or other conditions not in the control of either Party.

22. NO WAIVER:

Any non-exercise of any right under this Agreement by either Party shall not be construed to be a waiver of such a right and that Party shall be entitled to exercise the same right in future.

23. SEVERABILITY:

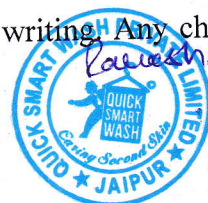
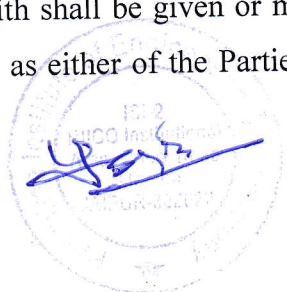
Should any provision of this Agreement be held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. However, efforts will be made to substitute the invalid clause by a new clause, which will be legally valid, in line with the intent of the Agreement.

24. SURVIVAL:

Such Clauses, which shall by its very nature, survive the termination or early termination of this Agreement shall survive this Agreement including but not limited to the Arbitration and Jurisdiction Clause, Indemnity Clause, Notice Clause.

25. NOTICE:

All notices, requests, demands and other communications under this Agreement or in connection therewith shall be given or made upon the Parties at the addresses set below or at such other address as either of the Parties may advise the other in writing. Any change in the



address of either Party shall be communicated to the other within 15 (fifteen) days of such change failing which the Notice addressed to the last known address shall be deemed as valid service.

For First Party:

Name: Dr. Gautam Singh, Registrar, Poornima Institute of Engineering & Technology

Address: ISI-2, RIICO Institutional Area, Sitapura, Jaipur

Phone No.: +91 - 9001893262

Email ID: registrar.piet@poornima.org

For Second Party:

Name: Rakesh Sharma

Address: 303, Coral Studio One, Sahkar Marg, Jaipur-302015

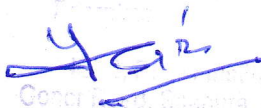
Phone No.: +91 - 9929922240

Email ID: info@quicksmartwash.com

IN WITNESS WHEREOF, the Parties have signed this Agreement on the day, month and year first above written.

Signed for and on behalf of:

POORNIMA INSTITUTE OF ENGINEERING & TECHNOLOGY QUICK SMART WASH PRIVATE LIMITED



Name: Dr. Gautam Singh

Designation: Registrar

For QUICK SMART WASH PRIVATE LIMITED



DIRECTOR

Name: Rakesh Sharma

Designation: Director / CEO

WITNESSES:



Name: Amy Bane

Designation: Dy. Registrar

Name:

Designation:

ANNEXURE I – SCOPE OF SERVICES

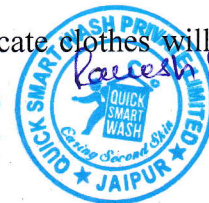
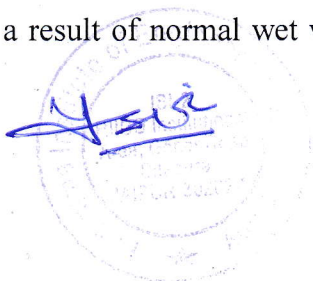
In addition to the Agreement, Parties shall ensure the following:

1. With respect to the Licensed Premises:

- a. First Party shall provide Second Party places inside campus with a 1,000 sq.ft. (approximately) covered space on ground floor with electrical points and plumbing points and basic civil structures for washing, washing platform, drainage, and storage as per requirement within a Laundromat. Repair and maintenance of these structures shall fall within the scope of the First Party.
- b. First Party shall also provide 1 washroom, 1 bathroom and 2 washbasins facilities for laundry staff to use for their day-to-day needs.
- c. Any change in the premises and/or facilities shall be decided mutually by the Parties and recorded in writing.
- d. Second Party, being the owner of all the machinery / equipment and other materials, including detergent and chemicals, used in the Licensed Premises, shall be responsible for all repair and maintenance of the said machinery / equipment and procurement of other materials.

2. With respect to the said Services:

- a. Second Party shall make all necessary arrangement for the collection of laundry from the Collection Kiosks, wash, dry and iron the same, and return the 100% washed, dried and ironed laundry (ironing for clothes that warrant ironing) to the students at the Collection Kiosk, within 24 to 48 hours of the drop-off.
- b. Second Party shall maintain detailed records and accounts while collecting the laundry and before delivering the washed items to the end users. First Party shall be permitted to check the record at any given moment.
- c. Second Party shall ensure adequate liaison and regular interaction with First Party on the status of delivery and output. Second Party shall keep First Party duly informed of the problems, if any, to ensure smooth operation between the Parties. Both Parties understand that time is the essence of the contract and shall that ensure both Parties extend unbiased assistance mutually.
- d. Second Party shall provide industry standard best services in washing, drying, ironing and folding the laundry.
- e. Second Party shall not be responsible for clothing that bleeds colour or shrinks or otherwise changes as a result of normal wet washing. Any tearing of delicate clothes will not be our liability.



- f. Second Party shall not be responsible of lost items or valuables left carelessly in the laundry bag by students/individuals.
 - g. Second Party shall not be responsible for garments labeled "Hand Wash Only" or Dry Clean Only" and is not bound to check these labels in garment. **WE DO NOT DRY CLEAN.** Certain stains warrant only dry cleaning and thus may not yield perfect results after wet washing.
 - h. Second Party reserves the right to refuse cleaning of any garments.
 - i. Second Party shall not be responsible for the following:
 - i. clothing that bleeds colour or shrinks or otherwise changes as a result of normal wet washing. Any tearing of delicate clothes shall not be its liability.
 - ii. lost items or valuables left carelessly in the laundry bag by students / individuals.
 - iii. garments labeled "Hand Wash Only" or "Dry Clean Only" and is not bound to check these labels in garment. Second Party shall not provide Dry Clean facility. Certain stains warrant only dry cleaning and thus may not yield perfect results after wet washing.
 - j. Second Party reserves the right to refuse cleaning of any garments.
 - k. Second Party shall comply with all the requisite central, state, municipal and local laws; government or statutory requirements, rules, regulations, notifications of guidelines for the purposes of performance of this Agreement.
 - l. The Second Party shall charge the Laundry Fee from all residential student in the respective academic year Fee itself and said service shall be mandatory for all residential student.
 - m. No carry forward or refund by the Second Party shall be given for any unused wash cycle to any student nor same shall not be adjusted in any form with the First Party.
3. With respect to the Second Party's Employees:
- a. Second Party may hire a employees as per the requirement to provide the said Services, whose employment shall be subject to the terms herein.
 - b. Second Party shall ensure that its employees shall follow all the applicable rules and regulations while providing the said Services.



ANNEXURE II – CONSIDERATION

Second Party shall submit an invoice to First Party on a advance Half yearly basis for the said Services. On verifying the correctness and clearing of the same by First Party, payment of the bill(s) shall be released to Second Party within 15 working days of the receipt of the bill. All payments under this Agreement shall be released subject to deductions, if any, and tax deduction at source (TDS) at the applicable rate and in force from time to time.

LAUNDRY PACKAGE:

Second Party shall charge Rs. 4,815/- (Rupees Four Thousand Eight Fifteen only) for 24 wash cycles of 6 kg (dry weight) each wash cycle, including GST @18% per wash for WASHING + DRYING + IRONING. Ironing shall be provided only to clothes that warrant ironing. Second Party shall charge Rs 4,080/- plus GST per student for 24 wash cycles in academic year 2023-24.

For academic sessions 2024-25 & 2025-26, every student will be provided 30 wash cycles where the Second Party shall charge the First Party 6,490/- (Rupees Six Thousand Four Hundred Ninety only) inclusive of GST as applicable, i.e. Rs.5,500/- plus GST. All payment is subject to respective TDS deduction. From Academic Year 2026 onwards fees shall be increased by 4% every Year on Year onwards

REFUND:

Students who withdraw admission from First Party shall be refunded an amount equal to 2 washes per month, for the remaining months, in that academic year OR remaining washes on their laundry card, whichever is lower. This refund shall be only on the base price and GST shall not be refunded.

GUESTHOUSE LINEN:

Second Party shall provide washing & ironing (fold and iron) services for Guesthouse Linen @ Rs. 30/- per kg excluding GST as applicable at the time of delivery.

