

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 15/06/2024

Certificate No. G002024F1873



Stamp Duty Paid : ₹ 121500
(Rs. Only)

GRN No. 117791491



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Acme Cleantech solutions Pvt ltd

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 98*****77



Buyer / Second Party Detail

Name: Acme Solar Holdings pvt ltd

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 98*****77

Purpose: SUB LEASE DEED

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

This stamp paper forms an integral part of
Sub Lease Deed executed between ACME
Cleantech Solutions Private Limited and ACME
Solar Holdings Private Limited on 17th June 2024.



SUB-LEASE DEED

This Sub-Lease Deed (“Sub-Lease Deed” or “Agreement”) is made on this June 17th, 2024 (“Execution Date”) between:

ACME Cleantech Solutions Private Limited, a company incorporated under the laws of India, having its registered office at Plot No. 152, Sector 44, Gurugram-122002, Haryana, India (hereinafter referred to as “Sub-Lessor”, which expression shall wherever the context permits, be deemed to include its successors and permitted assigns) of the **First Part**.

AND

ACME Solar Holdings Private Limited, a company incorporated under the laws of India (hereinafter referred to as “Sub-Lessee”, which expression shall wherever the context permits, be deemed to include its successors and permitted assigns) of the **Second Part**.

For convenience, the Sub-Lessor and the Sub-Lessee are hereinafter referred to as “Lessor” and “Lessee” respectively.

The Lessor and the Lessee are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- A. With effect from 1st February 2024, the Lessor has taken on lease basis, the ground floor, 1st floor and 2nd floor of the building situated at Plot No. 152, Sector 44, Gurugram-122002, Haryana (“Building”) from VRS Infotech Private Limited (“Owner”) *vide* Lease Deed dated 1st January 2024 (“Lease Agreement”).
- B. The Lessee has approached the Lessor to take on sub-lease a portion of the Building viz. the ground floor and 2nd floor of the Building, admeasuring 28.147.86 sq. ft, situated at Plot No. 152, Sector 44, Gurugram – 122002, Haryana (“Demised Premises”), and the Lessor has agreed to give on sub-lease basis the Demised Premises to the Lessee.
- C. Accordingly, the Parties have agreed to enter into this Sub-Lease Deed on the terms and conditions stipulated hereinbelow.

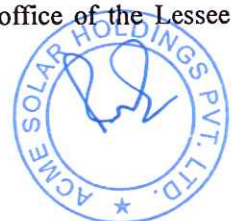
NOW THEREFORE FOR AND IN CONSIDERATION OF THE PREMISES AND COVENANTS HEREIN SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND HEREBY, AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1. The capitalized terms defined under recitals or clauses shall bear the same meaning throughout this Sub-Lease Deed which is assigned to them under the respective clauses or recitals.

2. LEASE OF DEMISED PREMISES

- 2.1. Subject to the terms and conditions herein contained, the Lessor hereby leases the Demised Premises to the Lessee for the Sub-Lease Term (*as defined below*), along with common areas, staircases, lift, with other occupants in the said building, permit use, ingress and egress of visitors, employees and other persons doing business with the Lessee and all other rights and interest associated with the lease granted herein (“Lease”) and for using the Demised Premises as a registered office of the Lessee (“Approved Use”).



3. **TERM**

- 3.1. This Sub-Lease Deed shall be effective from 1st June 2024 (“**Effective Date**”) and shall be valid for a period of 7 (seven) months until 31st December 2024 (“**Sub-Lease Term**”).
- 3.2. This Sub-Lease Deed may be renewed by both the Parties on mutually agreeable terms and conditions.

4. **LEASE RENT**

- 4.1. In consideration of the Sub-Lease, the Lessee shall pay a monthly lease rent of INR 11,54,063 (Indian National Rupees Eleven Lakhs Fifty Four Thousand and Sixty Three) (“**Lease Rent**”) + GST (as applicable). The break-up of the Lease Rent is specified in **Schedule A** annexed hereto.
- 4.2. The Lease Rent, which shall be inclusive of the maintenance charges, electricity charges, air-conditioning charges and housekeeping charges, shall be payable by the Lessee from June 1, 2024 onwards. The Lessee shall pay the Lease Rent to the Lessor on or before 7th day of each calendar month, in advance for the month in respect of which such sums are payable as per the terms hereof, provided that the Lease Rent for the month of June 2024 shall be paid by the Lessee on the Execution Date. The Lease Rent shall be payable by the Lessee subject to deduction of withholding taxes as per applicable laws.
- 4.3. The Lease Rent is inclusive of all present taxes (except applicable GST) pertaining to the Demised Premises. Any tax incidence imposed or increased by any Government/ Municipal/ Local Authorities attributable to the Demised Premises, after the signing of this Sub-Lease Deed, shall not be borne by the Lessee.

5. **REPRESENTATIONS AND OBLIGATIONS OF THE LESSOR**

- 5.1. The Lessor hereby represents and warrants that it has the right to sub-lease the Demised Premises to the Lessee and that it has taken all the necessary permits and approvals to sub-lease the Demised Premises to the Lessee. The Lessor also declares and confirms that it is entitled to enter into this Agreement in terms hereof and perform the terms, conditions, covenants and obligations hereof.
- 5.2. The Demised Premises is permitted under applicable laws to be used for the Approved Use. The Lessor possesses necessary licenses and permissions, as may be required for the Demised Premises to be used for the Approved Use and the Lessor shall ensure that such licenses and/or permissions remain valid during the entire Sub-Lease Term or extension term, if any.
- 5.3. The Lessor represents and warrants that the Lessee shall have peaceful and quiet use of the Demised Premises during the Sub-Lease Term or the extended term, if any, and nothing shall affect the interest of the Lessee in the Demised Premised during the Lease Term or the extended term, if any. Subject to the terms of this Agreement, the Lessee shall be entitled to uninterrupted use and occupation of the common spaces, car parking area, set back area of the Building along with other occupants of the other parts of the Building.
- 5.4. The Lessor shall provide a portion of the Building’s terrace to the Lessee for the sole purpose of using the same as a cafeteria with movable furniture. In case of any issues raised by the concerned authorities, the Lessee shall be obligated to remove the existing furniture.
- 5.5. The Lessor hereby represents and warrants that all taxes, cesses, duties, rents, rates and out goings including property taxes, municipal taxes upon or in relation to Demised Premises including without limitation deposits required for electricity and water connections, have been paid by the Owner and the Owner has fulfilled all duties and obligations and complied in all respects with all applicable laws, rules, regulations, notifications of the Central, State, municipal or local authorities in that behalf, from time to time.
- 5.6. The Lessee shall be entitled without any interference from the Lessor and/or the Owner:
 - 5.6.1. to use the Demised Premises for Approved Use.
 - 5.6.2. to use the water and electricity connection.
 - 5.6.3. to display the name and address, other signages at any suitable places of the Demised Premises or outside the building and use this address for all their business purposes including communication with any authority.
 - 5.6.4. without any additional compensation, to allow full and free right and liberty for the Lessee, its employees, visitors, agents, servants and persons authorized by it, at all times during the Sub-



Lease Term or the extended term, if any, at their will and pleasure for ingress and egress at the Demised Premises, in a peaceful manner.

6. **REPRESENTATIONS AND OBLIGATIONS OF THE LESSEE**

- 6.1. The Lessee shall carry out day-to-day maintenance of the Demised Premises and of the interiors, furniture, fixtures and fitting installed in the Demised Premises. Further, the Lessee shall, at its own cost and expenses, carry out minor repairs including painting, distempering and polishing the interior of the Demised Premises.
- 6.2. The Lessee shall not alter or in any manner change the basic structure of the Demised Premises. In the event, the Demised Premises require any structural repairs, then Lessee shall give notice to the Lessor informing about such repairs, and the Lessor shall get such structural repairs carried out directly or through the Owner.
- 6.3. Lessee shall use the Demised Premises for the Approved Use only and the Lessee shall not store any intoxicated material in the Demised Premises. The Lessee shall not use the Demised Premises for any unlawful activities.
- 6.4. The Lessee shall not carry out any activities which are unlawful, obnoxious or of nuisance, annoyance or disturbance to the other occupants of the Building.
- 6.5. The Lessee shall not be permitted to sub-sub-lease the Demised Premises to any third party except any of its group companies, which shall only be allowed after prior written intimation to the Lessor, along with all relevant documents in support.

7. **LOCK-IN**

- 7.1. There shall be a lock-in period over the entire Sub-Lease Term ("**Lock-In Period**"). During the Lock-In Period, the Lessee shall not have the right to terminate this Sub-Lease Deed. In case of termination of this Sub-Lease Deed by the Lessee prior to the Lock-In Period, the Lessee shall be liable to pay the Lease Rent for the remaining period of the Sub-Lease Term.

8. **INDEMNITY**

- 8.1. Each Party ("**Indemnifying Party**") shall at its own expense, defend, indemnify and hold harmless the other Party and its affiliates and its and their directors, officers, employees, and agents ("**Indemnified Parties**") from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands or liability, including legal costs and reasonable advocates fees and expenses, incurred or suffered by the Indemnified Parties including third party claims, resulting from (i) non-performance and/or breach of any of the terms and conditions of this Agreement by the Indemnifying Party; (ii) negligence or wilful misconduct of the Indemnifying Party, its, officers, employees or directors; (iii) Indemnifying Party's representations or warranties found to be misleading or false; (iv) bodily injury, sickness, disease, or death of persons, or damage to property arising out of or in connection with the Indemnifying Party's performance or non-performance of this Agreement; and (v) failure to comply with applicable laws including central, state or local laws.
- 8.2. This clause shall survive termination/ expiry of this Agreement.

9. **TERMINATION**

- 9.1. The Lessor shall be entitled to terminate this Sub-Lease Deed in the event of non-payment of the Lease Rent by the Lessee for a continuous period of two (2) months. In such an event, the Lessor shall give the Lessee a notice of one (1) month, and in the event the Lessee does not pay whole of the arrears of the Lease Rent prior to expiry of such notice period, this Sub-Lease Deed may be terminated by the Lessor.
- 9.2. The Lessee shall be entitled to terminate this Agreement in case of any breach of the terms, conditions and warranties under this Agreement by the Lessor, by giving a prior written notice of 1 (one) month to the Lessor.
- 9.3. On termination/ expiry of this Agreement, the Lessee shall handover the peaceful, vacant and physical possession of the Demised Premises in a good condition, as the Demised Premises was when the same was handed over by the Lessor to the Lessee. The Lessee shall be entitled to remove its own possessions from the Demised Premises before handover and the Lessor undertakes not to interfere or cause interference or inconvenience to the Lessee in removal of the fit outs, furniture and all movable



properties from the Demised Premises or elsewhere in the Building which belong to the Lessee. This clause shall survive termination/ expiry of this Agreement.

10. **MISCELLANEOUS**

- 10.1. **Stamp Duty:** The cost of the stamp duty, registration fee and other charges as may be applicable, for the execution, stamping and registration of the Sub-Lease Deed shall be borne by the Parties equally.
- 10.2. **Assignment/ Attornment:** The Owner may sell the Demised Premises during the period of Lease to any third party and in such event such third party shall be deemed to have stepped into the shoes of the Owner under the Lease Agreement and as such will be entitled to all the rights and obligations of the Owner. However, the Lessor shall ensure that the Lessee's right herein are protected, and such third-party purchaser shall be bound by and adhere to the terms and conditions of this Sub-Lease Deed.
- 10.3. **Force Majeure**
- 10.3.1. Upon the occurrence of any event beyond the control of the Parties including any act of God fire, accident, riots, flood, epidemic, earthquake, storm, or any other natural calamity, terrorist activities, war, insurgency activities, any governmental or municipal action, prohibition or restriction, which in any way adversely affects the right of the Lessee to peacefully enjoy or use the Demised Premises, for a continuous period of not less than 7 (Seven) days ("Force Majeure Event"), the payment of the Lease Rent by the Lessee shall stand suspended during the subsistence of such Force Majeure Event and the Sub-Lease Term shall automatically stand extended for the period of disruption caused by such operation, occurrence or continuance of the Force Majeure Event.
- 10.3.2. If the Lessee is the affected Party due to the Force Majeure Event, the Lessee may notify the Lessor, in writing, immediately upon the expiry of the aforesaid period of 7 (Seven) days, upon which the Lessee shall become liable to pay the Lease Rent. If such Force Majeure Event continues to operate for a period beyond 60 (sixty) days, the Lessee may, at its sole discretion, decide to either continue or terminate this Sub-Lease Deed with immediate effect. Upon termination, the Lessee shall, if possible, hand over the vacant peaceful possession of the Demised Premises to the Lessor.
- 10.4. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of India and the Parties hereby agree that the courts in Gurugram, Haryana shall have jurisdiction in all matters arising out of and/or concerning this Agreement. This clause shall survive termination/ expiry of this Agreement.
- 10.5. **Entire Lease Deed:** This Agreement constitutes the entire agreement between the Parties and is deemed to revoke and supersede all previous agreements between the Parties, if any, concerning the matters covered herein whether written, oral or implied. The terms and condition of this Agreement shall not be changed or modified except by written amendments specifically referring to this Agreement and duly agreed and signed by the Parties.
- 10.6. **Waiver:** Any express or implied waiver by either Party of any default shall not constitute a waiver of any default by the other Party or a waiver of any of its rights, unless such waiver is expressly provided in writing.
- 10.7. **No Partnership/Agency:** Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Lessor and the Lessee. Neither party will be deemed to be an agent of the other party as a result of any act under or related to this Agreement.
- 10.8. **Notices:** All notices, letter or communication under this Sub-Lease Deed shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to Lessor by Lessee or Lessee to Lessor at the address shown below or such other addresses as may be intimated in writing and shall be delivered (a) personally with receipt acknowledged, (b) by reputable overnight delivery services such as FedEx, or such other such reputable overnight delivery service, with receipt acknowledged, or (c) by telecopy or other facsimile transmission (following with next-day hard copy delivered personally or by prepaid, reputable overnight delivery service, in either case with receipt acknowledged) or (d) by email:





If to Lessor:	If to Lessee:
Name: Director Address: Plot No. 152, Sector 44, Gurugram 122002, Haryana Phone Number: +91 124 7117000 Email: info@acme.in	Name: Company Secretary Address: Plot No. 152, Sector 44, Gurugram 122002, Haryana Phone Number: +91 124 7117000 Email: cs.acme@acme.in

This clause shall survive termination/ expiry of this Agreement.

- 10.9. **Severability:** Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Sub-Lease Deed on the day, month and year first hereinabove mentioned in the presence of the witnesses mentioned below.

For & on behalf of Lessor 	For & on behalf of Lessee 
Witness: _____	Witness: _____



SCHEDULE A

Area		Space Rent	
Sq. ft	Floor	Rate/ sq. ft	Amt (INR)
13,724.10	GF	41	5,62,688.10
14,423.76	2F	41	5,91,374.16
28,147.86			11,54,062.26

