



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९८
21 NOV 2023
सक्षम अधिकारी

ASSET SALE AGREEMENT

This Asset Sale Agreement (the "Agreement") is made at Mumbai on May 15, 2024;

By and Between

Semolina Kitchens Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 504, Regus, Level-5, Caddie Commercial Tower, Hospitality District Aerocity Delhi New Delhi – 110 037 (hereinafter referred to as the "Purchaser" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

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And

M/s Maramon Hotel and Resort Pvt Ltd , a Private Limited Company firm having its registered office at Maramon PO, Kozhencherry, Pathanamthitta , acting through its authorised signatory, Shri. Jijin Fernandes , U55100KL1995PTC009313, (hereinafter referred to as the "Seller" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part**;

The Purchaser and the Seller are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

- a. The Purchaser is a company engaged in operating food and beverages business at airports in India.
- b. The Seller is a company engaged in in operating Lounge business at airports including at Thiruvananthapuram International Airport (T1).
- c. Seller has agreed to sell his various equipment along with fit outs & furniture of the lounge located at Terminal 1 of Thiruvananthapuram International Airport, Kerala.

NOW THEREFORE, in consideration of, the mutual covenants, terms and conditions and understandings set forth herein, the Parties with the intent to be legally bound hereby covenant and agree as follows:

1. Sale and Purchase of Equipment:

The Seller agrees to sell and deliver onto the Purchaser, and the Purchaser agrees to purchase the Equipment along with fit outs of the Lounge including furniture and fixtures, interiors, structure, etc., as set out as Exhibit A ("**Equipment**") & Exhibit B ("**Fixtures**") on an 'as is where is' basis for the Consideration, and on the terms set out in this Agreement.

The Seller represents all the Equipment are owned by him and there is no encumbrance or lien/charge on the said Equipment and fit outs. The Seller represents that he has all the rights and is free to sell the Equipment and fit outs and does not require any prior approvals from any authority including AAI / Adani (Airport Operator).

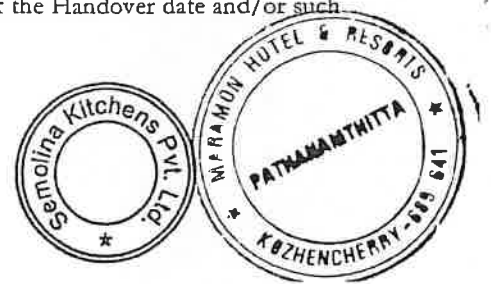
The Seller warrants that all the Equipment are in working condition and shall handover all the warranty documents, insurance & original Purchase invoices of the Equipment, where applicable and shall cause to transfer all existing annual maintenance contracts pertaining to the Equipment.

2. Location of Equipment & fixtures:

The Seller has the Lounge located at **Terminal 1**, of Thiruvananthapuram International Airport, Kerala and is hereby agrees to sell and handover the Equipment therein to Purchaser on May 16, 2024 ("**Handover Date**").

3. Consideration:

The total consideration for the sale and purchase of the Equipment and fit outs agreed to be sold shall be a lump sum consideration of Rs. 5,00,000/- (Rupees Five Lakhs Only) inclusive of all taxes to be paid by the Purchaser to the Seller within Four (4) days of the Handover date and/or such other date in the manner set out in this Agreement.



4. Maintenance and Repair:

Post-Handover Date, the Purchaser will be responsible for the maintenance and repair costs of the Equipment. The Seller will be relieved of all the obligations pertaining to the Equipment. However the Seller shall be responsible for settling any claims due to non-payment of any charges, dues/EMI in relation to Equipment and agrees to clear such dues, if any prior to the Hand over Date.

5. Governing Law and Jurisdiction:

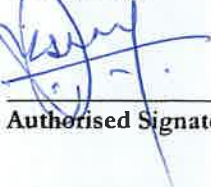
This Agreement and each Party's rights and obligations hereunder shall be governed by, subject to and construed in accordance with the laws of India. The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of situated at Mumbai.

6. Miscellaneous:

- a. **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.
- b. **Entire Agreement:** This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- c. **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part.
- d. **Taxes, Stamp Duty and other Costs.** Seller shall only be responsible for direct taxes in relation to this Agreement. The Purchaser shall be liable for all other taxes (applicable to it under applicable law) (including indirect taxes), stamp duty and registration charges, if any, related to this Agreement.
- e. Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written

For Semolina Kitchens Private Limited



Authorised Signatory



For Maramon Hotel and Resort Pvt Ltd



Authorised Signatory



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Exhibit A - List of Equipment						
Sno	Equipment & Fbtures	QTY	Make	Model	Serfal number	Photo
1	LED TV	1	Samsung	UA43T53500KXXL	4TUC398T501449P	
2	VISI COOLER	1	Western	SRC500HC-GL	3115 4220 2004 73	
3	VISI COOLER	1	Western	SRC500HC-GL	3185 8180 9017 29	
4	MICROWAVE OVEN	1	Samsung	MS23K3513AK/TL	0BFE7WFM7000489D	
5	MICROWAVE OVEN	1	Samsung	MG23A3515AK/TL	0CDM7WDRA00159X	
6	INDUCTION STOVE	1	HCP	IC COM 3.5KW FLAT	-	
7	INDUCTION STOVE	1	HCP	IC COM 3.5KW FLAT	-	
8	INDUCTION COOK STOVE	1	HCP	IC COM 5KW CURVE	-	
9	TABLE	23	-	-	-	
10	CHAIRS	36	-	-	-	
11	SOFA	10	-	-	-	
12	KETTLE	2	-	-	-	
13	MIXER JUICER	1	SUJITHA	-	-	
14	BREAD TOSTER	1	AGARO , MORPHY RICHARDS	GRAND, AT 402 (370060)	PTGR220510511, K150072220861	
15	TROLLY	2	-	-	-	



Exhibit B - Fixtures & Non movable Materials		
Sr No	Description	Nos
1	Liquor display shelf	1
2	Service counter	1
3	Kitchen Counter	1
4	Wooden Partition with glass door	1
5	Dish wash counter with Sink attached	1
6	Electrical DP	1
7	Switch and sockets with wiring	Actual
8	POP Counter Sealing	1
9	Ceiling lights	Actual
10	Western WC toilet	1
11	Hand wash basin with tap	1
12	Buffet counter with cupboards	1



