

351/7363

पावती

Original/Duplicate

Tuesday, July 05, 2022

नोंदणी क्र. :39म

1:46 PM

Regn.:39M

पावती क्र.: 8408 दिनांक: 05/07/2022

गावाचे नाव: दापोडे

दस्तऐवजाचा अनुक्रमांक: बवड2-7363-2022

दस्तऐवजाचा प्रकार : 36-अ-लिक्व्ह अँड लायसन्सेस

सादर करणाऱ्याचे नाव: डायमंड इन्वेस्टमेंट कॉर्पोरेशन, तर्फे भागीदार महेश रमणिकलाल शाह

नोंदणी फी ₹. 500.00

दस्त हाताळणी फी ₹. 800.00

पृष्ठांची संख्या: 40

एकूण: ₹. 1300.00

बाजार मुल्य: रु.311850 /-

मोबदला रु.103950/-

भरलेले मुद्रांक शुल्क : रु. 12500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 3006202202298 दिनांक: 05/07/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004262664202223E दिनांक: 05/07/2022

बँकेचे नाव व पत्ता:



(Handwritten signature)



3517363

मंगळवार, 05 जुलै 2022 1:45 म.नं.

दस्त गोष्टवारा भाग-1

बवड2

दस्त क्रमांक: 7363/2022

दस्त क्रमांक: बवड2 /7363/2022

बाजार मूल्य: रु. 3,11,850/-

मोबदला: रु. 1,03,950/-

भरलेले मुद्रांक शुल्क: रु.12,500/-

दु. ति. सह. दु. ति. बवड2 यांचे कार्यालयात

पावती:8408

पावती दिनांक: 05/07/2022

अ. क्रं. 7363 वर दि.05-07-2022

सादरकरणाराचे नाव: डायमंड इन्वेस्टमेंट कॉर्पोरेशन, तर्फे भागीदार महेश रमणिकलाल शाह

रोजी 1:44 म.नं. वा. हजर केला.

नोंदणी फी

रु. 500.00

दस्त हाताळणी फी

रु. 800.00

पृष्ठांची संख्या: 40

एकुण: 1300.00

दस्त हजर करणाऱ्याची सही:

सह. मुख्य निबंधक वर्ग-२
भिवंडी-२

सह. मुख्य निबंधक वर्ग-२
भिवंडी-२

दस्ताचा प्रकार: 36-अ-लिहू अॅंड लायसन्सेस

मुद्रांक शुल्क: Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-refundable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state.

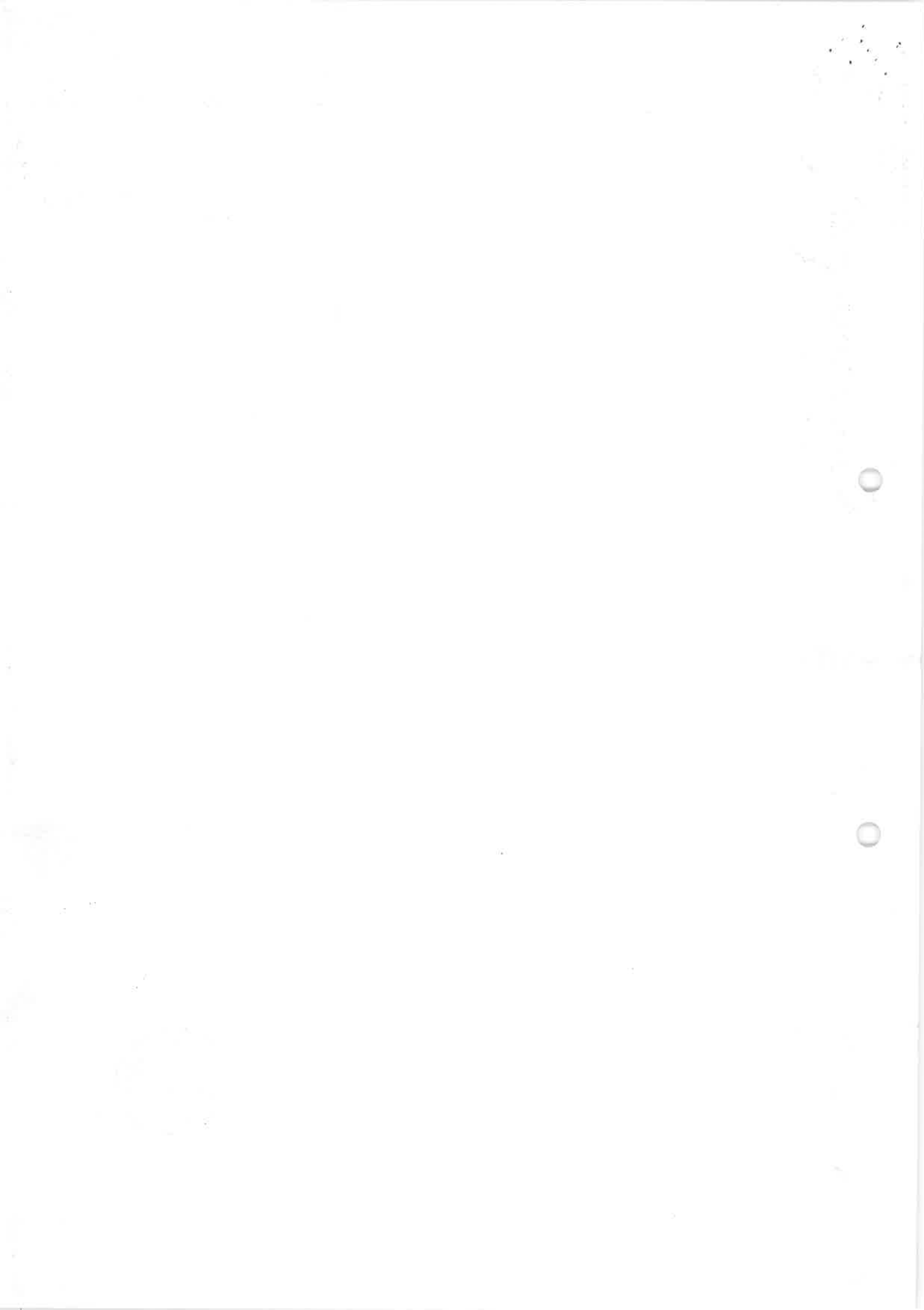
शिक्का क्रं. 1 05 / 07 / 2022 01 : 44 : 30 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 05 / 07 / 2022 01 : 45 : 15 PM ची वेळ: (फी)



बवड - २
र. क्र. ७३६३ / २०२२
पाने ३०००









07/2022 1 49:03 PM

दस्त क्रमांक: बवड2/7363/2022

दस्ता प्रकार :-36-अ-लिख्द अॅड लायमन्मेस



क्र.सं.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: डायमंड इन्वेस्टमेंट कॉर्पोरेशन, तर्फे भागीदार महेश रमणिकलाल शाह पत्ता: प्लॉट नं: 75, माळा नं: पहिला मजला, इमारतीचे नाव: कृष्णा भवन, ब्लॉक नं: मॅग्निट बंदर (पश्चिम), मुंबई, रोड नं: काडी सत्यद स्ट्रीट, महाराष्ट्र, मुंबई. पॅन नंबर: AA EFD 0685N	लायमन्सार वय :-70 स्वाक्षरी:-		
2	नाव: ट्रॅव्हल फूड सर्विसेस प्राइवेट लिमिटेड, तर्फे अधिकृत स्वाक्षरीकरीता अभिजीत वीरेंद्र प्रकाश सक्सेना पत्ता: प्लॉट नं: ब्लॉक-ए, साऊथ बिच, माळा नं: पहिला मजला, इमारतीचे नाव: शिव सागर इन्स्टेट, ब्लॉक नं: बरली, मुंबई, रोड नं: डॉ. पंती बेमन्ट रोड, महाराष्ट्र, मुंबई. पॅन नंबर: AADCB2762L	लायमन्सी वय :-48 स्वाक्षरी:-		

दस्त गोपवारा करून देणार तयारकीत 36-अ-लिख्द अॅड लायमन्मेस चा दस्त ऐवज करून दिल्याचे कबुल करतात.

क्र.सं. 05 / 07 / 2022 01 : 47 : 58 PM

दस्त

दस्ता निष्पादनाचा कबुलीजवाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे.

Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
लायमन्सार डायमंड इन्वेस्टमेंट कॉर्पोरेशन, तर्फे भागीदार महेश रमणिकलाल शाह	05/07/2022 01:48:32 PM	महेश रमणीकलाल शाह M XXXX XXXX 3425	
लायमन्सी ट्रॅव्हल फूड सर्विसेस प्राइवेट लिमिटेड, तर्फे अधिकृत स्वाक्षरीकरीता अभिजीत वीरेंद्र प्रकाश सक्सेना	05/07/2022 01:48:19 PM	अभिजीत सक्सेना M XXXX XXXX 0104	

क्र.सं. 05 / 07 / 2022 01 : 48 : 32 PM

क्र.सं. 05 / 07 / 2022 01 : 48 : 37 PM नोंदणी पुस्तक 1 मध्ये

दस्ता निष्पादनाचा

दस्ता



बवड - २
द. क्र. ७३६३ / २०२२
पाने ३२१०



Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
DIAMOND INVESTMENT CORPORATION	eChallan	69103332022063012996	MH004262664202223E	12500.00	SD	0002260982202223	05/07/2022
	DHC		3006202202298	800	RF	3006202202298D	05/07/2022
DIAMOND INVESTMENT CORPORATION	eChallan		MH004262664202223E	500	RF	0002260982202223	05/07/2022

[Stamp Duty] [RF Registration Fee] [DHC Document Handling Charges]



ब ब ड - २
नं. क. ७३६३ / २०१२
पाने ४०/३०

दस्तऐवजासोबत जोडलेली कागदपत्रे
कुळ मुखत्यारपत्रे, व्यक्ती इत्यादी बनावट
आढळून आल्यास याची संपूर्ण जबाबदारी
दस्त निष्पादकाची राहिल.

पमाणत करण्यात येते की या दस्तामध्ये
पाने असून
नंबरी नोंदला

बहे मुख्य निबंधक व्हा. भिबंडी क्र. २
दिनांक ०५ माहे ७/११ सन २०१२

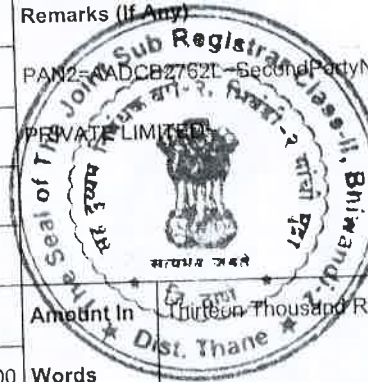




CHALLAN
MTR Form Number-6



GRN	MH004262664202223E	BARCODE	Date		30/06/2022-10:46:18	Form ID	36A
Department			Inspector General Of Registration				
Type of Payment			Stamp Duty				
Registration Fee			TAX ID / TAN (If Any)				
Office Name			BVD2_BHIWANDI 2 JOINT SUB REGISTRAR				
Location			THANE				
Year			2022-2023 One Time				
Account Head Details			Amount In Rs.				
0030046401 Stamp Duty			12500.00				
0030063301 Registration Fee			500.00				
Total			13,000.00				
Payer Details			Full Name				
DIAMOND INVESTMENT CORPORATION			Flat/Block No.				
LEAVE AND LICENSE AGREEMENT			Premises/Building				
INDIAN COMPLEX DAPODE			Road/Street				
BHIWANDI			Area/Locality				
Town/City/District			PIN				
4			2				
1			3				
0			2				
Remarks (If Any)			PAN2-AADC82762L-SecondPartyName=TRAVEL FOOD SERVICES PRIVATE LIMITED				
Amount In			Thirteen Thousand Rupees Only				
Words			13,000.00				
Payment Details			IDBI BANK				
Cheque-DD Details			FOR USE IN RECEIVING BANK				
Bank CIN			Ref. No.				
69103332022063012996			2753798944				
Bank Date			RBI Date				
30/06/2022-10:47:40			Not Verified with RBI				
Name of Bank			Bank-Branch				
IDBI BANK			Scroll No. , Date				
Not Verified with Scroll			Mobile No. : 9823584242				



ब ब ड - २
द. क्र. ७३६३ / २०२२
पाने १/४०

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चालन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चालन लागू नाही.



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 3006202202298 Date 30/06/2022

Received from DIAMOND INVESTMENT CORPORATION, Mobile number 9823584242, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Bhivandi 2 of the District Thane Grm.

Payment Details

Bank Name IBKL Date 30/06/2022

Bank CIN 10004152022063002151 REF No. 2771818368

This is computer generated receipt, hence no signature is required.



ब व उ - २
द. क्र. ७३६३ / २०२२
पाने ३/२०





ब व ड - २	
द. क्र.	७३६३ / २०२२
पाने	३ ३०

REF : D/SD/MRS//BWD AGREEMENT/AGREEMENT (TRAVEL FOOD) 28/05/2022

LEAVE AND LICENSE AGREEMENT

This Agreement for Leave and License ("**Agreement**") is made and executed at Mumbai, on this 20th day of May, 2022 and effective from 1st MAY, 2022.

BETWEEN:

M/s Diamond Investment Corporation, a partnership firm duly registered under Partnership Act, 1932, having its registered office at 75, Kazi Sayed Street, Krishna Bhuvan, 1st Floor, Masjid Bunder (West), Mumbai-400003, through its partner Shri Mahesh R Shah, Age 68 years, Occupation: Business of Mumbai, hereinafter referred to as the "**Licensor**" (which expression unless repugnant to the context shall also mean and include, its successors in interest and permitted assigns) of the ONE PART.

GST NO. 27AAEFD0685N1Z3

PAN NO. AA EFD0685N



Aswani



बुक - २
द. क्र. ०३६३ / २०२२
पाने ४/४०

AND

Travel Food Services Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road, Worli, Mumbai 400018, represented herein by its Authorised Signatory, herein after referred to as the "Licensee" (which expression unless repugnant to the context shall also mean and include its successors in interest and permitted assigns) of the OTHER PART.

GST NO: 27AADCB2762L1ZI

PAN NO. : AADCB2762L

TAN NO. : MUMB17878A

The Licensor and the Licensee shall hereinafter is required and admitted in the context be collectively referred to as "Parties" and severally as "Party".

WHEREAS:

A. The Licensor is the sole and absolute owner and as such is seized and possessed of or otherwise well and sufficiently entitled to the commercial shop/ warehouse at Building No. 36, Gala No 1, 2, & 3 Indian Complex Dapode, Taluka: Bhiwandi, District: Maharashtra, measuring 9000 sq. Feet of super built up area, within the jurisdiction of Mouje Dapode, Talu Bhiwandi presently surveyed no 20/5 Indian Complex, Dapode Bhiwar hereinafter referred to as the "**Licensed Premises**", for the sake of brevity more particularly described in First Schedule.

B. The Licensor has acquired the First Schedule property through registered sale deed dated 08/12/2006 from Indian Corporation The said deed is registered as a document no 06601 at in the office of Sub-Registrar Dapode (Bhiwandi-Thane). That pursuant to the execution of aforementioned documents, the Licensor herein become the absolute owner of First Schedule property.





क्र. नं. - २
द. क्र. ७३६३ / २०२२
पाने ५/३०

C. The Licensor represents to the Licensee that, it has valid title of the Licensed Premises and has constructed the Licensed Premises after obtaining all the applicable statutory permissions and sanctions from the concerned departments and further represents that it has the right to grant the Licensed Premises on Leave and License basis to third party/s to enable them to utilise the same as a commercial office and/or warehouse.

D. Relying upon the aforesaid representations of the Licensor, the Licensee is interested to take the Licensed Premises on Leave and License, for the office and/or warehouse, on the terms and conditions set out hereunder.

I. NOW THIS LEAVE AND LICENSE AGREEMENT WITNESS AS FOLLOWS:

1. GRANT OF LICENSE:

1.1. Subject to the terms and conditions hereinafter contained, the Licensor hereby agrees to grant on Leave and License basis, the Licensed Premises which can be used for commercial warehouse and/or office purposes.

1.2. The Licensor represents that, the Licensed Premises are in the nature of a commercial cum ware house/godown, and the same shall be deployed and used for the purpose of warehouse for storing the materials, finished goods, belonging to the Licensee in pursuit of carrying on the business of the Licensee.

1.3. The Licensor has put the Licensee in possession of the Licensed Premised on 1st May 2022, after completion of all infrastructure and electricity as agreed between the Parties.





ख व ड - २
द. क्र. ७३६३ / २०२२
पाने ६/३०

2. TERM OF THE LICENSE

The term of the Leave and License shall be initially for a period of 3 (Three years, commencing from 1st May, 2022 and expiring on 30th Oct, 2025 with an option to the Licensee to renew the Agreement for further term on mutually agreeable terms..

3. MUNICIPAL APPROVALS:

3.1 The Licensor represents and agrees that, it has obtained all requisite approvals from the concerned Municipal and other statutory authorities required for the construction of the Licensed Premises.

3.2. The Licensor further represents to the Licensee that, it has constructed the Licensed Premises in accordance with the building licence and the approvals, No Objection Certificates, permissions and in compliance of applicable legal provisions and that the Licensed Premises can be used for commercial, office and warehouse purposes.

4. CONSIDERATION:

4.1 The Licensee shall on a monthly basis pay license fees to the Licensor, as per the table below (hereinafter called as "**License Fee**") exclusive of GST, on or before 10th day of every month, on receipt of valid invoice subject to deduction of tax at source at applicable rates as prescribed by the Income Tax Act, payable by account payee cheque drawn in favour of **Diamond Investment Corporation**, payable at Mumbai. The License Fee is increased by 5% on completion of 12 months, every year.

Period		Rent	5% Escalation	Total Payable
01.05.2022	31.10.2022	103950	0	103950/-
01.11.2022	31.10.2023	103950	5130	109080/-
01.11.2023	31.10.2024	109080	5490	114570/-
01.11.2024	31.10.2025	114570	5760	120330/-





ब व ड - २
द. क्र. ७३६३ / २०२२
पाने ७ / ००

4.2 A) The Licensee shall **regularly** pay the **maintenance** fees and **Varai charges** to the Society and **Mathadi union** within 10 days of the receipt of the **valid** invoice.

B) Electrical Meter charges **shall** be payable by the Licensee. Licensor **has** provided single phase meter **and** has granted permission to the Licensee **to increase** the electrical power load, **as and when** required, at its own cost.

4.3. The Licensee is not liable or bound to pay any other charges, on **monthly** basis, as stated under other than stated under clause 4.1 and clause

5. **INTEREST FREE, REFUNDABLE, SECURITY DEPOSIT:**

5.1 The Licensee has agreed to pay an interest free refundable security deposit (IFRSD) amounting to **Rs. 3,11,850 /-** (Rupees Three Lakh Eleven Thousand Eight Fifty-only) to the LICENSOR on signing of this Agreement.

5.2 The said IFRSD shall be refunded by the Licensor to the Licensee **without interest** simultaneously upon the expiry of the period of the Agreement or earlier termination without any deduction or set off except for any outstanding license fees/ maintenance charges under this Agreement. If there are no deductions to be made & the Licensor fails refund the said amount to Licensee, as stated above the Licensor shall be liable to pay the IFRSD with interest at 18% per annum, on the said IFRSD on and from the date it becomes refundable till the date of realization of the entire amount by the Licensee. The Licensee shall have right to continue in possession of the Licensed Premises till the entire IFRSD is refunded to it.

5.3. Upon expiry of the Agreement by efflux of time or its earlier determination as mentioned hereunder, this Agreement shall stand terminated and the Licensee shall forthwith remove itself, its servants, agents, employees, executives, officers and each one of them who may be occupying the Licensed Premises and all its/their movable articles, **belongings, things** and effects from the Licensed Premises along with fixtures,



(Handwritten signature)



खत - २	
द. क्र. ७३६३	१२०२२
पाने	८/३०

fittings and partitioning, etc. installed and all additions and alterations carried out by the Licensee from the Licensed Premises and place the Licensors peaceful and exclusive possession thereof in the same condition in which was handed over to the Licensee subject to normal wear and tear.

5.4. Refundable security deposit shall be returned without interest within days of the effective termination notice issued by the Licensee or vacation the Licensed Premises, whichever is earlier. Licensee shall pay all expenses and outstanding dues/ bills upto the date of termination/ expiry/ vacation the Licensed Premises, whichever is earlier.

5.5. Subject to clause 5.4, Security Deposit is payable after receipt of T Certificate, electricity bill payment, building maintenance charges.

5.6. Under no circumstances Security Deposit amount shall be adjusted against last amount of License Fees.

6. INTELLECTUAL PROPERTY

It is agreed between the Parties hereto that the ownership and other rights in respect of the trademark/s, goodwill, trade name/s, copyright/s and/or any other intellectual property right/s of the Licensee shall at all times belong exclusively to the Licensee and the Licensor shall not be entitled to any intellectual property right/s of the Licensee or to the use thereof in any manner, whatsoever for any purpose.

7. TIMINGS

The Licensed Premises shall always be open for the Licensee employees including employees of its contractors and to its authorized persons to egress and ingress for 24 (twenty-four) hours a day, 7 (seven) days a week and 365 (three hundred and sixty five) days a year. The Licensor or any of his representatives shall not disturb the loading, unloading, ingress and egress of all vehicles of the Licensee or of its agents thereof in the Licensed Premises at all times.





क्र. सं. - २
द. क्र. ७३६३ / २०२२
पाने १/२०

8. LICENSEE'S ENTITLEMENTS

In addition to the exclusive use and possession of the Licensed Premises by the Licensee, the Licensee shall be entitled as under:

- 8.1. from time to time and at all times during the subsistence of the Agreement (to carry out, make and effect upon the Licensed Premises such additions, alterations, renovations or improvements (other than structural additions and alterations) and to make, fix or install in the Licensed Premises such additional fittings or fixtures as the Licensee may deem fit from time to time, including but not limited to, furniture, fixtures, office equipment including air-conditioners and other equipments, panels, partitions, screens and water, electric, telephone, sanitary and other installations, appliances, lights, fans and computers, etc. and also to make and fit shelves, racks, sun blinds and other fittings, fixtures, etc., Provided however that, the Licensee shall ensure that such additions, fixtures, fittings, alterations or improvements do not damage any part of the Licensed Premises.
- 8.2. The Licensee shall remove all its above fittings, fixtures, etc. at the time of the vacating of the Licensed Premises at Licensee's cost and without causing any damage to the Licensed Premises.
- 8.3. To install and maintain, subject to permission from all the concerned authorities and compliance of all rules and regulation, at its own cost and expenses, signages and logos of the Licensee.
- 8.4. To apply for and obtain and install at its own cost separate telephone lines in the Licensed Premises. The Licensor shall give the necessary no objection and/or consent to enable the Licensee to obtain the same.
- 8.5. To have unhindered round-the-clock access to the Licensed Premises, 365 days a year (including national holidays) including the movement of vehicles for loading and unloading of goods, movement of employees and visitors to the Licensed Premises.





खंड - २
द. क्र. ७३६३ / २०२२
पाने १० / ४०

8.6. The Licensee or its officers occupying the Licensed Premises will be allowed to use the space on the ground floor of the building for parking of car only during the period of Agreement and no separate compensation will be payable for the same. The said space will be deemed to be a part of the Licensed Premises.

8.7. It is clarified that the Licensee shall be entitled to do and exercise the rights under Clause 8 above, without any further consent or approval save and except specifically agreed therein, of the Licensor.

9. **LICENSEE'S REPRESENTATIONS AND COVENANTS:**

The LICENSEE represents and covenants as under:

9.1. The Licensee will not carry out any major structural alterations to the Licensed Premises or any part thereof. However the Licensee is entitled to make minor repairs including inside removable partitions on the Licensed Premises, without prior written consent of the Licensor.

9.2. The Licensee shall not use the Licensed Premises or any part thereof for any illegal, immoral and improper purposes and not to cause or permit to suffer thereon or any part thereof anything which may be or become a nuisance or annoyance to the Licensed Premises or to the Licensor or to the neighbouring occupants.

9.3. The Licensee shall not place or keep or permit to be placed or kept on the Licensed Premises, any offensive, dangerous, inflammable or explosive materials or any articles or things, except consumables sold by the Licensee which may not constitute danger, nuisance or annoyance to the Licensee or the Licensed Premises or to the Licensor or the neighbouring occupants.

9.5. The Licensee shall use the Licensed Premises only for the purpose for which it was granted and the Licensee will not be entitled to sublet to anybody else.



[Handwritten signature]



ब व ड - २	
द. क्र. ७३६३	१२०२२
पाने ११	२०

9.6. The Licensee shall not do or cause to do anything in the Licensed Premises which shall be in breach of the terms and conditions of the bye laws, rules and regulations of the society of the Complex.

10. LICENSOR'S REPRESENTATIONS / WARRANTIES / COVENANTS AND UNDERTAKINGS:

10.1 The Licenser hereby states, declares, agrees, as under:

The Licenser has an absolute, valid and marketable title to the Licensed Premises and absolute right and authority to grant the Licensed Premises to the Licensee on and the Licenser is not restricted from doing so in any manner whatsoever, including by way of decree or order of any court or authority on the Licensed Premises. Further, the Licenser represents that the Licensed Premises can be used as a commercial warehouse by the Licensee and there are no legal or other impediments to the same.

10.2. The Licensed Premises are not subject to any Court attachment and /or the attachment exists either before or after judgement.

10.3. No notice has been issued, or served upon the Licenser, by the Government or any statutory authority or local body under the Land Acquisition Act or TN Town & Country Planning Act, The Defence of India Act and/or any other State or Central legislative enactment, ordinance, order, notification (including any notice for acquisition or requisition) in respect of the Licensed Premises, nor is the land on which the Licensed Premises is constructed (or any part thereof) included in the Comprehensive Development Plan for any public purpose.

10.4 There are no prohibitory orders or orders of attachment of the and/or the Licensed Premises from the department of income tax for taxes or of any department of Government, Central and/or State, local body, public authority for taxes, rates, levies, cesses, etc.

10.5 The Licenser undertakes to indemnify the Licensee against any loss / expenses / damage that the Licensee may incur or suffer on account of



[Handwritten signature]



ब व ड - २
द. क्र. ७३१३ / २०२२
पाने ९२ / ००

claims by third parties or arising on account of acts of omission / commission by the Licensor or by reason of violation of any applicable provisions of law by the Licensor or his predecessors in title .

10.6 Subject to the Licensee paying all the amounts, it is obligated to pay under this Agreement and observing and complying with all the terms and condition of the same and the Licensee not being in breach, the Licensor shall ensure that, the Licensee shall be entitled to use and occupy the Licensor Premises as the Licensee thereof without any interruption, interference, eviction, claim or demand whatsoever by any person or persons.

10.7 The Licensor shall take all such other steps as may be required ensure that, it has clear and marketable title to the First Schedule Proper and free from all encumbrances, claims, charges and demands of any nature whatsoever.

10.8. The Licensor represents that, it has constructed the Licensed Premises in accordance with the applicable laws. The Licensor further ensure that, sanctions, approvals /permissions and Governmental sanctions to use Licensed Premises as warehouse and/ or office are valid and subsisting.

10.9. The Licensor shall ensure that, all approvals and permissions for of the Licensed Premises as per the sanctioned plans are valid and subsisting and remain in full force and effect at all times during the term of Agreement.

10.10. The Licensor shall render to the Licensee, in a timely manner, all operation as may be required to enable the Licensee to obtain necessary licenses, permissions or authorisations to run its warehouse /office activities in the Licensed Premises.

10.11. The Licensor shall at the time of installation pay all deposit charges pertaining to power supply, water supply, in the Licensed Premises. The Licensor shall provide installation of electric supply to the Licensed Premises during the term of the Agreement.





ब ड ड - २
द. न. ७३१३ / २०२२
थाने ९३/७०

10.12. The Licensor hereby agrees and confirms that any/ all the repair work required to be done for the Licensed Premises shall be done by the Licensor on an immediate basis by the Licensee at the cost of the Licensor.

10.13. There shall be no wilful act of commission on the part of the Licensor, which would result in any manner interfering with or otherwise adversely affect the right of the Licensee to be in possession and enjoyment of the Licensed Premises as Licensee thereof. The Licensor shall not interrupt or interfere with the rights of the Licensee, as Licensee in respect of the Licensed Premises in any manner whatsoever.

10.14. All furniture's, fixtures and assets, which the Licensee may bring/install in the Licensed Premises will be the property of the Licensee and the Licensee shall be entitled to remove the same on the termination or determination of the Agreement between the parties,

10.15. The Licensor is aware that the Licensee has agreed to enter into this Agreement on the basis of, and relying upon, the above representations, covenants and undertakings on the part of the Licensor, and it is the intention of the parties that the representations, covenants and undertakings herein contained shall be valid and subsisting and binding upon the Licensor, and in the absence of the above representations, covenants and undertakings the Licensee would not have agreed to enter into this Agreement in respect of the Licensed Premises.

10.16. The Licensor shall not have any right or lien on any of the stocks or goods or equipments belonging to the Licensee, at any point of time.

14. INDEMNITIES

14.1 The Licensor hereby agrees to indemnify and keep the Licensee indemnified and harmless from and against any loss, damage or expense which may be caused to it in running its warehouse and/or otherwise to the Licensee by reason of (a) any wilful act or omission on the part of the





ब व ड - २
द. क्र. ८०३६३ /२०२२
पाने १४/१०

Licensor, his servants and/or agents at any time during the term of the Agreement and/or (b) breach of any of the provisions of this Agreement by the Licensor and that further it shall also indemnify the Licensee for any loss or damage which the Licensee may suffer on account of any defect in the title of the Licensor to the Licensed Premises, whether latent or patent.

15. TERMINATION BY THE LICENSEE

15.1 (a) Lock in Period:-

Lock in Period for Licensor: - It is agreed by the Licensor that Licensor shall not be entitled to terminate the Agreement for any reason for a period of 3 years effective from 1st May, 2022 to 30th Oct, 2025.

Lock in Period for Licensee: - It is agreed by the Licensee that Licensee shall not be entitled to terminate the Agreement for a period of one year effective from 1st May, 2022 to 30th April, 2023. However, Licensee shall not be bound by the lock in and shall terminate the Agreement forthwith, in case of misrepresentation or breach of any terms, conditions or covenants of this Agreement, on the part of the Licensor or if there is any issue/ defect with the title of the Licensed Premises.

(b) Termination by Convenience:-

Termination by Licensor :- It is agreed by the Parties that Licensor shall be entitled to terminate the Agreement after the lock in period by giving 3 months written notice to the Licensee.

Termination by Licensee:- It is agreed by the Parties that Licensee shall be entitled to terminate the Agreement after the lock in period by giving three months' notice to the Licensor, without assigning any reason.

Upon termination, Licensor shall refund the Security Deposit as mentioned under clause 5 of the Agreement.



(Handwritten signature)



क्र. व. नं. - २
द. क्र. ७३६३ / २०२२
पाने १५/२०

15.2 At any point in time during the period of Agreement, including the lock down, if it is found by the Licensee that, the Licensor has not obtained necessary approvals/ sanctions in respect of the Licensed Premises or the same have expired or the title of the Licensor is not clear or the Licensor has breached any third party agreement/violated provisions of any Act, or regulation/applicable law and such a breach or violation has adverse impact on the peaceful possession, use & occupation of the Licensed Premises, breach/misrepresentation of the covenants under clause 10, by the Licensee, the Licensee shall have the right to terminate the Agreement forthwith and the Licensor shall refund the entire security deposit forthwith.

16. CONSEQUENCE OF TERMINATION OR EARLY DETERMINATION:

Upon the termination of this Agreement or the Agreement coming to an end by efflux of time or by earlier determination by either Party in accordance with any of the provisions of this Agreement, as the case may be:

16.1. The Licensor shall refund to the Licensee, without interest, the refundable, interest free balance security deposit specified above as stated under clause 5.2 and 5.3 of the Agreement.

16.2. The Licensor hereby agrees and covenants that Licensor shall refund the Security Deposit to the Licensee within 15 days of the effective termination notice issued by the Licensee or vacation of the Licensed Premises, whichever is earlier. It is further agreed by the Licensor that Licensee shall not be under an obligation to pay License Fees or any other charges after the effective termination or vacation of the Licensed Premises, whichever is earlier.

17. FORCE MAJEURE

17.1 Neither Party to this Agreement shall be liable for any failure or delay on its part in performing any of its obligations under this Agreement or for any loss, damage, cost, charges and expenses incurred or suffered by the





ख व ड - २
द. क्र. ७३६३ / २०२२
पाने ९६/००

other party by reason thereof, if such failure or delay is the result of or arising out of a Force Majeure Event. It is explicitly agreed that Licensee shall be excused from paying all other charges during the Force Majeure Event. However, Licensor and Licensee may mutually agree, for Licensee to pay upto 50% of the License Fees as stated under clause 4 of the Agreement, if the Licensee is unable to use/ occupy/ enter the Licensed Premises due to Force Majeure Event. Force Majeure Event for the purpose of this clause shall include, without limitation, total destruction of the Licensed Premise /warehouse without a possibility of it being capable of being restored (provided such destruction is not on account of any negligent act or omission of the parties hereto,) compulsory acquisition or requisition under law (provided such acquisition is not on account or resulting from any act of the parties hereto,) acts of war, external aggression, terrorism, vandalism, riot, civil commotion, sabotage, fire, flood, explosion, earthquake or other natural calamities, epidemic, quarantine restriction, state, nation, or industry wide strike, (other than by a Party's employees) or lock out, regulation/ advisory Government, business closure necessitated by any industry association or other act of God.

18. NOTICE

18.1 Any notice required or given under this Agreement shall be in writing and shall be addressed to the parties at their respective addresses mentioned in the title of this Agreement or through valid e-mail.

19. MISCELLANEOUS

19.1 In the event any dispute or difference arising regarding, under or in respect of this Agreement, concerning the validity, interpretation, implementation or alleged breach of this Agreement or the rights and obligations of the parties hereunder, such dispute or difference shall be decided by reference to arbitration by three arbitrators, one of whom shall be appointed by each of the parties respectively and the third arbitrator



[Handwritten signature]
A *[Handwritten signature]*



क्र. सं.	७३६३ / २०२२
पाने	१० / १०

nominated by the two arbitrators so appointed. The arbitration proceedings shall be conducted at Mumbai and shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award passed by the arbitrators shall be final and binding on the parties. The Arbitration proceedings shall be in English.

19.2. The courts at Mumbai shall have exclusive jurisdiction.

19.3. This Agreement and its performance shall be governed by the laws of India.

FIRST SCHEDULE

(Description of Schedule Commercial Property)

All that piece and parcel of land Gala admeasuring 9000 sq. Feet of super built up area of Building No 36, Gala No 1, 2, & 3 Indian Complex, Dapode, Taluka: Bhiwandi, District: Maharashtra, within the jurisdiction of Mouje Dapode, Taluka Bhiwandi presently surveyed no 20/5 Indian Complex, Dapode Bhiwandi bounded by empty lands owned by the Licensor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written, at _____ in the presence of the witnesses attesting hereunder.



SIGNED AND DELIVERED by the

, *Mubashir Khan*

[Signature]



ब व ड - २
 द. क्र. ८३६३ / १२०२२
 घाणे ३८/२०

Within named LICENSOR)

MR. Mahesh Ramniklal Shah

PAN AAGPS0584D)

Aadhar no. 4847 1903 3425)

in the presence of Witnesses)

SIGNED AND DELIVERED by the)

Within named Licensee)

TRAVEL FOOD SERVICES PRIVATE LIMITED

Through its authorised signatory)

In the presence of Witnesses)

Mahesh Ramniklal Shah



Armit D. Dhanekar

Abhijeet Saxena

Armit D. Dhanekar



Sign



WITNESSES:

Full name & addresses

1. *Armit D. Dhanekar*
2. *P. M. Bhatta Sanodkar*

