

Bidy 36



महाराष्ट्र MAHARASHTRA

2023

68AA 656066

धान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९८
29 AUG 2023
सक्षम अधिकारी C

श्रीमती सुषमा चव्हाण

AMENDMENT NO 1 TO LEASE AND LICENSE AGREEMENT

THIS AMENDMENT (“**Amendment**”) is entered into on this the 27th day of October, 2023 (“**Execution Date**”), by and 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.

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.



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. Both the Parties have entered into a Leave and License Agreement dated 20th May, 2022 ("Principal Agreement"), wherein the Licensor has on Leave and Licenses basis handed over the premises situated at Building No. 36, Gala No 1, 2, & 3 Indian Complex, Dapode, Taluka: Bhiwandi, District: Maharashtra, admeasuring 9000 sq. Feet of super built up area, within the jurisdiction of Mouje Dapode, Taluka Bhiwandi presently surveyed no 20/5 Indian Complex, Dapode Bhiwandi ("Licensed Premises"), for a period of 3 years commencing from 1st May, 2022 and expiring on 30th October, 2025.
- B. Now, the Licensor has informed the Licensee about the increase in the License Fees for the remaining tenure of the Principal Agreement.

NOW THEREFORE, in consideration of the respective covenants and agreements set forth in this Amendment, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Words and expressions used herein and not defined in this Amendment but defined in the Principal Agreement, as long as they are not contrary to the context, shall have the same meaning as respectively assigned to them in the Principal Agreement.
2. The Parties mutually agree that upon execution of this Amendment, the terms and conditions set forth herein shall become an integral part of the Principal Agreement, effective as on the Execution Date.
3. The Principal Agreement is amended only to the extent specifically set forth herein. Unless specifically mentioned herein, all other terms and conditions in the Principal Agreement shall remain in full force and effect and shall not be superseded by this Amendment.
4. **AMENDMENT TO CLAUSE 4 OF THE PRINCIPAL AGREEMENT**

Effective 1st November, 2023, Clause 4.1 of the Principal Agreement shall be deleted forthwith and be replaced with below.

Clause 4.1:-

The Licensee shall on a monthly basis pay license fees the to the Licensor, as per the table below (hereinafter called as "**License Fees**") 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.


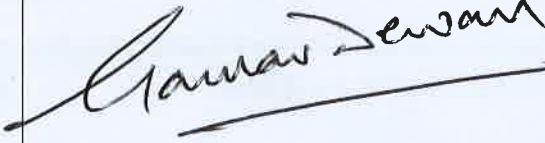
Period		Rent
01.11.2023	31.10.2024	1,37,250
01.11.2024	31.10.2025	1,46,250



5. No modification

Except as expressly modified by this Amendment, the Principal Agreement remains in full force and effect and is hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, Parties hereto have set their hands to this Amendment on the day, month and year first hereinabove written.

For M/S DIAMOND INVESTMENT CORPORATION	For TRAVEL FOOD SERVICES PRIVATE LIMITED
 Name: Mr. Mahesh R Shah Designation: Partner	 Name: Mr. Gaurav Dewan Designation: Chief Operating Officer

