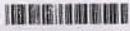


संगली स लिमिटेड



पावती

Original/Duplicate

Tuesday, June 02, 2015

नोंदणी क्र.: 39म

7:06 PM

Regn.: 39M

पावती क्र.: 3429 दिनांक: 02/06/2015

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबई3 -2945-2015

दस्तऐवजाचा प्रकार : 36-अ-लिह्व अँड लायसन्सेस

सादर करणाऱ्याचे नाव: परमेश्वर फॅशन इंपेक्स प्राईवेट लीमिटेड तर्फे संचालक बी डी साध

नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 640.00

पृष्ठांची संख्या: 32

DELIVERED

एकूण: रु. 1640.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे
7:18 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-3

बाजार मूल्य: रु. 3047175/-

मोबदला: रु. 609435/-

भरलेले मुद्रांक शुल्क : रु. 101700/-

सह दुय्यम निबंधक

मुंबई शहर क्र. ३

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001274372201516S दिनांक: 01/06/2015

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 640/-

DELIVERED

DELIVERED

[Handwritten signature]

MR. J. H. BROWN
1234 MAIN ST.
CITY, N.Y.



2 June, 2015

सूची क्र.2

दुय्यम निबंधक : सह.दु. नि. मुंबई शहर 3

दस्त क्रमांक : 2945/2015

नोंदणी 63

Regn. 63m

गावाचे नाव : लोअर परेल

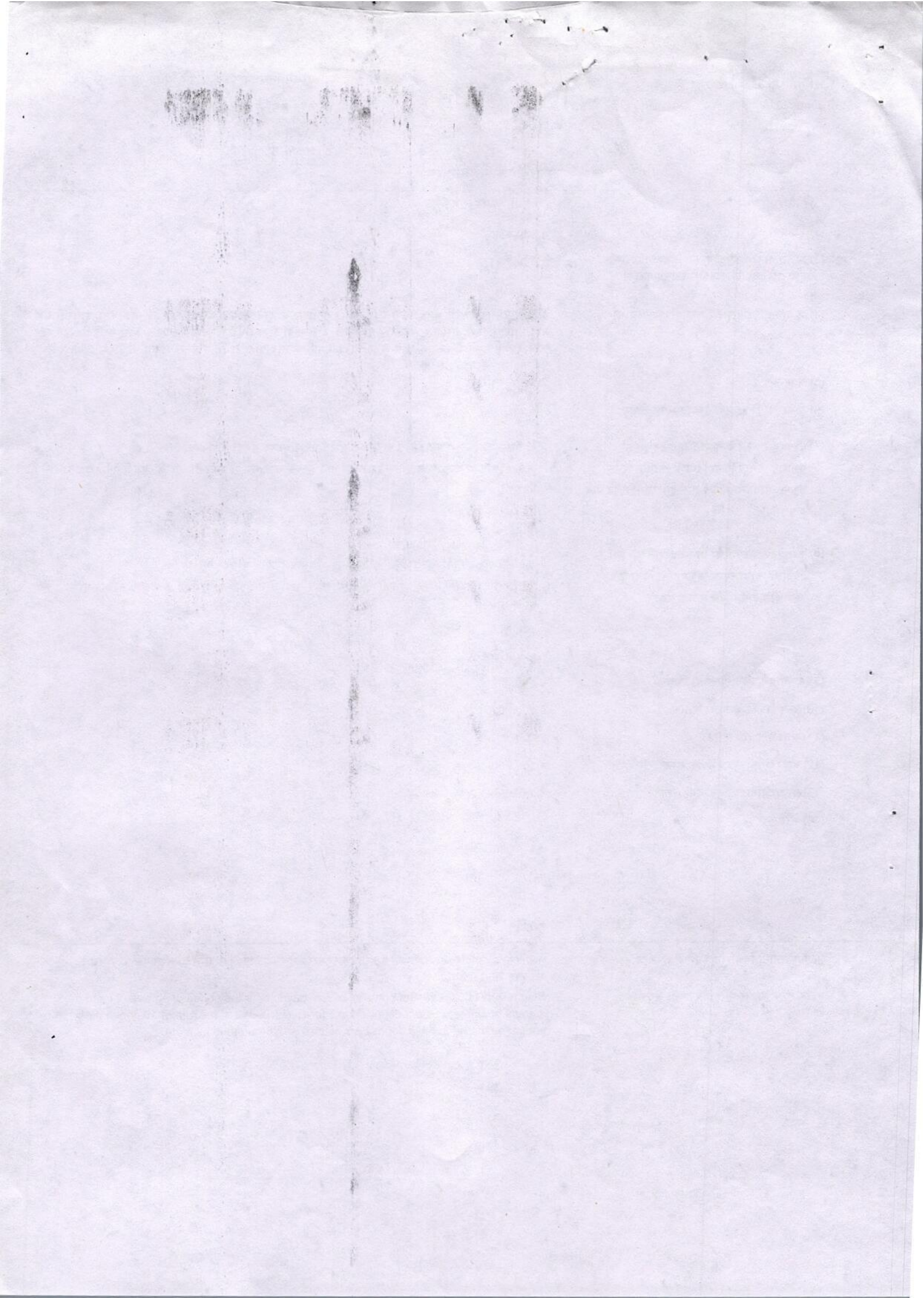
- (1) विलेखाचा प्रकार 36-अ-लिन्ड अँड लायसन्सेस
- (2) मोबदला रु.609,435/-
- (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.3,047,175/-
- (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) 4/301, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: युनित नं 1201, माळा नं: 12 वा मजला, इमारतीचे नाव: लोढा सुप्रेमस, ब्लॉक नं: वरळी नाका जवळ, रोड नं: डॉ ई मोजेस रोड, मुंबई-400018, इतर माहिती: कालावधी 60 महिने, अनामत रकम-30,47,175/-, मासिक भाडे-पहिल्या 24 महिन्या करिता -6,09,435/- व पुढील 24 महिन्या करिता 7,16,086/-
- (5) क्षेत्रफळ 2,742.00 चौ.फूट
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. 1) नाव:- परमेश्वर फॅशन इंपेक्स प्राईवेट लीमिटेड तर्फे संचालक वी डी साध ; वय: 68; पत्ता :-प्लॉट नं: ५२, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: एम आय डी सी, मरोळ, अंधेरी पूर्व, रोड नं: 7 रोड, महाराष्ट्र, मुम्बई. पिन कोड:- 400093 पॅन नंबर:
- (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता 1) नाव:- लोकमत मिडिया प्राईवेट लीमिटेड तर्फे संचालक विजय श्रीधर ; वय: 44; पत्ता:-प्लॉट नं: ऑफिस 126, माळा नं: -, इमारतीचे नाव: मित्तल टावर्ज, बी विंग, ब्लॉक नं: नरीमन पॉइंट, रोड: महाराष्ट्र, मुम्बई.; पिन कोड:- 400020; पॅन नं: -;
- (9) दस्तऐवज करून दिल्याचा दिनांक 02/06/2015
- (10) दस्त नोंदणी केल्याचा दिनांक 02/06/2015
- (11) अनुक्रमांक, खंड व पृष्ठ 2945/2015
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.101,700/-
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क रु.1,000/-
- (14) शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

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.



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14039052448008

Bank/Branch: IBKL - 6910233/Ghatkopar
Pmt Txn id : 64488040
Pmt DtTime : 01-JUN-2015@12:27:35
ChallanIdNo: 69103332015060150328
District : 7101-MUMBAI

Stationery No: 14039052448008
Print DtTime : 01-Jun-2015@13:45:51
GRAS GRN : MH001274372201516S
Office Name : IGR183-BOM2_JT SUB REGI

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 1,01,700/- (Rs One, Zero One, Seven Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 1,000/- (Rs One, Zero Zero Zero only)

Article : 36A-leave and Licence Agreement
Prop Mvblty: Immovable Consideration: R 6,09,435/-
Prop Descr : UNIT NO 1201, LODHA SUPREMUS, DR E MOSES ROAD, NEAR WORLI NAKA, , MUMBAI, Maharashtra, 400018

Duty Payer: PAN-AADCP2827J, PERMESHWAR FASHIONS IMPEX PRIVATE LTD
Other Party: PAN-AAACL1888J, LOKMAT MEDIA PVT LTD

Bank official1 Name & Signature

Kiran P
(Kiran Dara) 25500
Asst. Manager
IDBI Bank

Jayshree

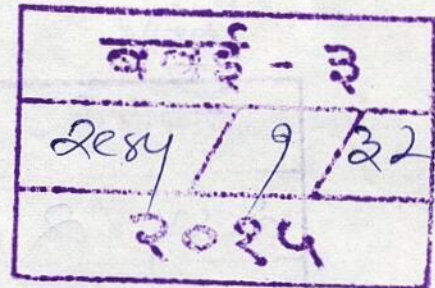
जयश्री अहिर/Jayshree Ahire
उप शाखा प्रमुख/Asst. Branch Head
Emp. Code : 8480
घाटकोपर शाखा ०३३/Ghatkopar Br. 033



Bank official2 Name & Signature

--- Space for customer/office use - - - Please write below this line ---

Kiran P





| | | |
|----------|---|----|
| २०२४ - ३ | | |
| २२ | २ | २२ |
| २०२४ | | |



LEAVE AND LICENSE AGREEMENT

THIS **LEAVE AND LICENSE AGREEMENT** ("**AGREEMENT**") made and entered into at Mumbai this 2nd day of June, 2015;

BETWEEN

Permishwar Fashions Impex Private Ltd., a Company registered under the provisions of the Companies Act, 1956 and having its registered office at Plot No. 52, 7th Road, MIDC, Marol, Andheri (E), Mumbai 400093 hereinafter referred to as the "**LICENSOR**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **ONE PART**;

Handwritten stamp with a grid containing the numbers 284, 3, 32, and 2024.

AND

LOKMAT MEDIA PVT. LTD., a Company registered under the provisions of Companies Act, 1956 and having its registered office at 126, Mittal Towers, B-Wing, Nariman Point, Mumbai 400021, hereinafter referred to as the "**LICENSEE**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors) of the **OTHER PART**:

Handwritten signature in blue ink.

Handwritten signature in blue ink.

WHEREAS:-


- a) The Licensor is the absolute Owner and is entitled to Unit No. 1201, 12th Floor, admeasuring 2742 sq. ft. of Carpet area equivalent to 4203 sq. ft. of Chargeable (Built-up) Area, in building known as Lodha Supremus, Dr. E. Moses Road, Near Worli Naka, Mumbai 400018 together with five (5) reserved Car Parking Spaces bearing No. 8, 9, 10, 11, 12 on PI level and the exclusive use of 2 toilet blocks on the floor lobby and more particularly described in Schedule hereunder mentioned and which is shown on the plans annexed and marked as **Annexure 'A'** to this Agreement (hereinafter referred to as the said "**Premises**");
- b) The Licensee herein has approached the Licensor to use the Premises of the Licensor on a Leave and License for a limited period of Five (5) years commencing from 1st day of **June**, 2015 (hereinafter referred to as the said "**License Period**") for the purpose of carrying on business activities;
- c) The Licensee has seen, inspected and measured the said Premises and have verified its condition and the correctness of the area thereof as mentioned above and are satisfied with the same;
- d) The Licensor has agreed to allow the Licensee to use and occupy the said Premises for a period of Five (5) years commencing from 1st day of **June**, 2015 (hereinafter referred to as the "**Commencement Date**") on the terms and conditions hereinafter mentioned ("**License**").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

The recitals contained above form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.

1. Grant of License

- 1.1 The Licensors agree to give to the Licensee and the Licensee agrees to take on Leave and License basis from the Licensors the said Premises and more particularly described in the Schedule hereunder written only for the term of Five (5) years commencing from 1st day of **June**, 2015 and ending on 31st day of **May**, 2020 (hereinafter referred to as the "**License Period**") at or for the License Fee (as defined) and other terms and conditions set out herein.
- 1.2 The Licensors hereby permit the Licensee to enter upon the said Premises from the date of execution hereof ("**Handover Date**"). A One Hundred And Five (105) days ("**Fit-out Period**") shall be provided to the Licensee to enable the

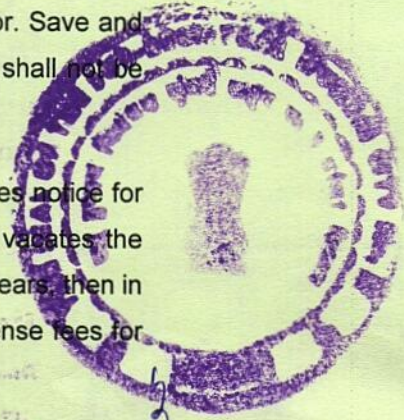


Licensee to furnish the said Premises and installing their furniture and fixtures therein. Parties agree that no compensation shall be payable by the Licensee to the Licensor during the Fit-out Period. Further agreed between the Parties that the License Fee will be due and payable from the license fees payment commencement date i.e., September 14, 2015, irrespective of whether the Licensee is able to complete installing their furniture and fixtures in the Premises within the Fit-out Period, or not.

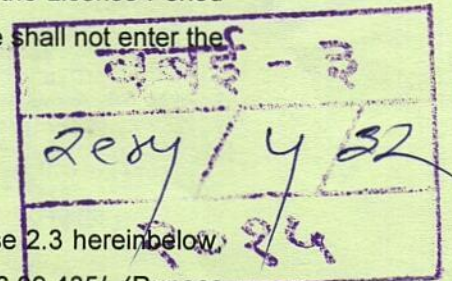
- 1.3 Parties agree that the first Three (3) years from Commencement Date and ending on **31st day of May, 2018** shall be the Lock-in period for the Licensee and the entire term of Five (5) years from Commencement Date and ending on **31st day of May, 2020** shall be the Lock-in period ("**Lock-in**") for the Licensor. Save and except as provided in Clause 5.1 and 5.2 hereinbelow, the Parties shall not be entitled to terminate this Agreement during the Lock-in period.
- 1.4 Notwithstanding what is stated herein, in the event the Licensee gives notice for terminating this Agreement and vacating the Premises or actually vacates the premises before the completion of the aforesaid Lock-in period of 3 years, then in such event the Licensee shall be required to pay the applicable license fees for the balance period of the Lock-in.
- 1.5 It is hereby agreed and declared by the parties hereto that the License Period is the essence of this Agreement and that on the expiry of the said License Period, this License shall automatically come to an end ~~unless renewed as provided in Clause 8.1 herein~~ and the Licensee and/or his employees shall cease to use the same, remove themselves along with their articles, things, matters and paraphernalia belonging to them and shall hand over the vacant and peaceful occupation of the Premises to the Licensors on the expiry of the License Period and the Licensee and/or any one claiming under the Licensee shall not enter the Premises or any part thereof for any reason whatsoever.

2. License Fee and Security Deposit

- 2.1 During the License Period, subject to what is stated in Clause 2.3 hereinbelow, the Licensee shall pay to the Licensors a monthly fee of Rs. 6,09,435/- (Rupees Six Lacs Nine Thousand Four Hundred and Thirty Five Only) calculated @ Rs.145/- per sq feet of the Built-up Area, for use and occupation of the Premises during the License Period, which amount shall be paid to the Licensor on or before the 7th of every month, in advance, commencing from the Commencement Date (hereinafter referred to as the said "**License Fee**").
- 2.2 The Licensee shall make an RTGS payment of the License Fee on or before the 7th of every month, in advance, and not hand over cheques to the Licensors.
- 2.3 Notwithstanding what is stated above, the License Fees shall be increased by 17.5% at the end of the initial three (3) years and the amount payable per month



[Handwritten signature]



[Handwritten signature]

[Handwritten signature]

during the 4th and 5th years of the license shall be Rs. 7,16,086/- (Rupees Seven Lakhs Sixteen Thousand and Eighty Six only).

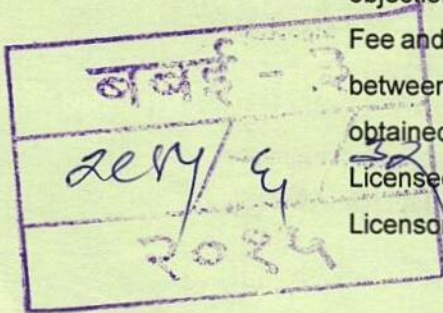
2.4 If the license fees payments are made after the due date as specified in clause 2.1 hereinabove, the Licensee shall pay interest on the delayed payment amount at a rate of 21% per annum for the period of delay.

2.5 The License Fee shall be free and clear of all deductions, save and except deduction of TDS alone, arising out of statutory provisions. Further, the Service Tax as applicable on the License Fee shall be borne and paid by the Licensee alone. The same shall be added to the License Fee and paid along with the License Fee to the Licensor. During the tenure of this agreement, if additional taxes or levies (other than service tax) are imposed by any government of local authorities which are payable, under such laws or rules, by a licensee in a leave-and-license agreement, then the same shall be borne by the Licensee.

2.6 Simultaneous to the execution hereof, the Licensee has deposited and shall keep deposited with the Licensor a sum of Rs. 30,47,175/- (Rupees Thirty Lacs Forty Seven Thousand One Hundred and Seventy Five Only), being refundable Security Deposit ("**Security Deposit**"). The said Security Deposit amount shall not carry any interest and shall remain deposited with the Licensors, free of interest as a security for due fulfilment of the terms and conditions of this Agreement.

2.7 It is expressly agreed between the parties hereto that upon the expiration due to efflux of time or earlier termination of this License, and upon the Licensee ceasing to use the said Premises and removing itself, its employees, servants, articles, things and other belongings and paraphernalia belonging to them which are lying therein, the said Security Deposit amount after making adjustments, if any, as provided in these presents including arrears of compensation, if any, and damages, if any, to the said Premises and/or fixtures and/or any other charges which have remained payable and/or are required to be paid by the Licensee, shall be refunded without interest by the Licensors to the Licensee.

2.8 The Licensor has represented to the Licensee that the Licensor might procure a Lease Rental Discounting from any bank on the License Fee, and to that extent may create a charge on the said Premises. The Licensee hereby gives it no objection to the Licensor procuring a Lease Rental Discounting on the License Fee and creating a charge on the said Premises pursuant thereto. That, as agreed between the parties the Licensors shall responsible for repayment of loan, obtained through Lease Rental Discounting and the Licensors shall indemnify the Licensee against any losses suffered due to non-payment of instalments by the Licensors.



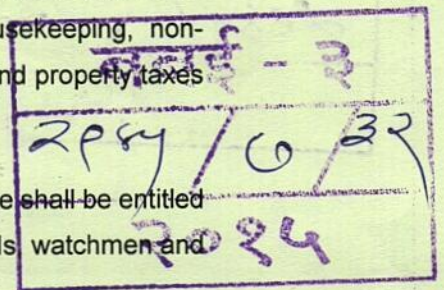
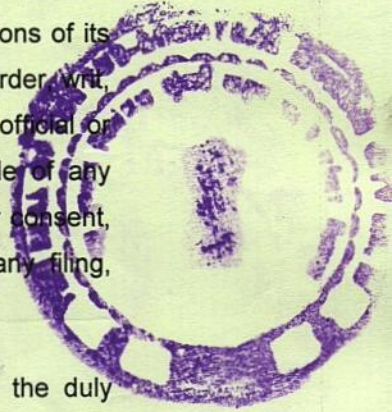
←————→

[Handwritten signature]

3. Licensor's Representations & Warranties

3.1 The Licensor hereby covenants, represents and warrants to the Licensee as follows:

- (a) The Licensor is a company duly incorporated under the Indian Companies Act, 1956, is validly existing and in good standing as a company;
- (b) The Licensor has full right, power and authority to enter into this Agreement, all approvals including approval from its board of directors and shareholders, as required, and to perform and observe the terms and conditions hereof and that this Agreement constitutes valid and legally binding obligations on it, enforceable against it in accordance with the terms hereof;
- (c) The execution, delivery and performance by the Licensor of this Agreement does not and will not (a) violate any of the provisions of its constitutional documents; (b) breach or otherwise violate any order, writ, judgment, injunction or decree issued by any governmental official or entity or violate any law, rule, regulation, ordinance or code of any governmental entity applicable to it; and (c) require any other consent, authorisation, approvals, exemption or other action by, or any filing, registration or qualification with, any Person or entity;
- (d) This Agreement has been duly executed and delivered by the duly authorised representatives of the Licensee;
- (e) That the Licensor's title to the said Premises is clear and free from all encumbrances and that no notice from the Government or any local body or authority has been received or served on the Licensor which restricts the Licensor from entering into this Agreement;
- (f) The Licensor has made an application to the Society for no objection to this leave-and-license, which shall be granted on submission of a copy of the registered agreement to the Society;
- (g) During the License Period, the Licensor shall pay all present and future Society's maintenance charges, water, security, housekeeping, non-occupancy charges and also pay all Municipal Taxes and property taxes in relation to the said Premises;
- (h) The Licensor shall permit the Licensee and the Licensee shall be entitled to employ and maintain staff, employees, official, guards watchmen and other routine staff in the said Premises;



[Handwritten signature]

[Handwritten signature]

- (i) Licensor shall provide the requisite NOC / necessary permission to the competent authority i.e. MCGM / Society for the fit-outs as above and co-operate and assist the Licensee for the same and procure the NOC from the Society for installation of utilities as and when necessary and required by the Licensee.
- (j) The Licensors shall allow the Licensee to display its name plate on the main door of the Premises during the period of this Agreement;

4. Licensee's Obligations, Representations, Warranties

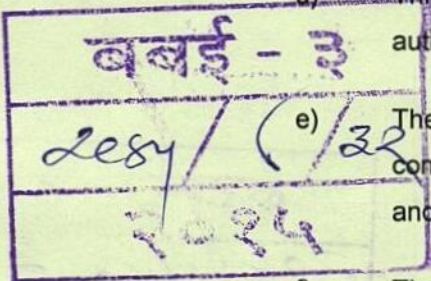
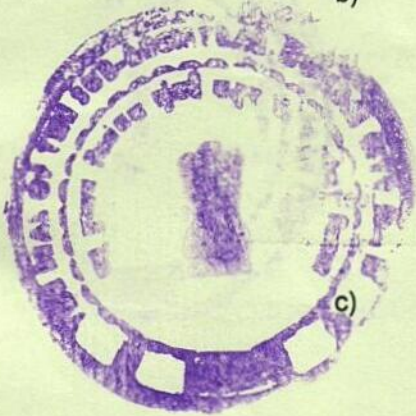
4.1 The Licensee hereby covenants, represents and warrants that it shall comply with its following obligations under this Agreement:

- a) The Licensee is a company duly incorporated under the Indian Companies Act, 1956, is validly existing and in good standing as a company.
- b) The Licensee has full right, power and authority to enter into this Agreement, all approvals including approval from its board of directors and shareholders, as required, and to perform and observe the terms and conditions hereof and that this Agreement constitutes valid and legally binding obligations on it, enforceable against it in accordance with the terms hereof;
- c) The execution, delivery and performance by the Licensee of this Agreement does not and will not (a) violate any of the provisions of its constitutional documents; (b) breach or otherwise violate any order, writ, judgment, injunction or decree issued by any governmental official or entity or violate any law, rule, regulation, ordinance or code of any governmental entity applicable to it; and (c) require any other consent, authorisation, approvals, exemption or other action by, or any filing, registration or qualification with, any Person or entity;
- d) This Agreement has been duly executed and delivered by the duly authorised representatives of the Licensee;

- (e) The Licensee shall timely pay the License Fee as provided herein and comply with all their obligations and the terms of this Agreement in letter and spirit.

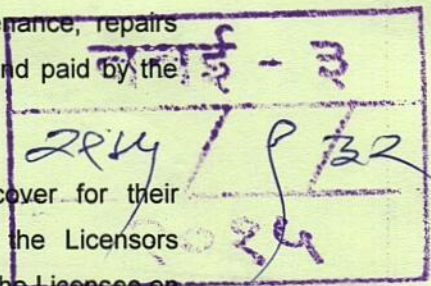
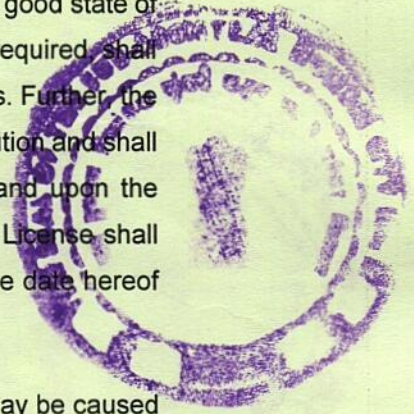
- f) The Licensee shall use the said Premises only for the purposes of carrying out their business (commercial purpose) and for no other purpose.

- g) The Licensees are bringing in their own Telephone and ISDN Lines and shall be responsible for all payments towards them;



[Handwritten signature]

- h) The Licensee shall pay all utility charges i.e. charges for the use of electricity, telephone, DTH, cable, internet, gas etc. charges as per bills every cycle during the License Period. The payments shall be made directly to the relevant service provider, and forthwith forward a photocopy of the receipt of payment to the Licensor.
- i) The Licensee shall not make any structural alterations of any nature whatsoever in the said Premises or any part or portion thereof;
- j) The Licensee shall at its own costs and expenses but with prior consent of Licensors furnish the Premises PROVIDED HOWEVER that the Licensee shall remove the removable furniture, fixtures and fittings on determination by efflux of time or earlier termination of this Agreement for any reason whatsoever. However, the Licensee shall not be entitled to any fitting, fixture or articles removal whereof may in any way damage any part or portion of the said Premises and/or fixtures of the Licensor;
- k) The Licensee shall keep the interior of the said Premises in good state of repair and any repair/modify, painting, distemping, etc. if required shall be got done by the Licensee at his own costs and expenses. Further, the Licensee shall use the said Premises with due care and caution and shall keep the Premises therein in good order and condition and upon the expiration or by efflux of time or earlier termination of the License shall leave the same in same condition as they were in or on the date hereof subject to normal wear and tear;
- l) To make good to the Licensors any loss or damage that may be caused to the Premises therein as a result of negligence on the part of the Licensee or otherwise howsoever;
- m) All costs, charges and expenses in relation to maintenance, repairs and/or upkeep of the AC unit installed shall be borne and paid by the Licensee alone.
- n) The Licensee shall procure appropriate insurance cover for their belongings at the Premises and shall not to hold the Licensors responsible or liable for any loss or damage suffered by the Licensee on account of any theft, fire or other destruction caused to or in the Premises or by any act or commission on the part of the occupants of the other premises in the said building/complex/Society;
- o) The original key to the main entrance door of the said Premises shall always remain with the Licensors. However, a set of duplicate keys shall be handed over to the Licensees for their convenience. The Licensee shall not alter or suffer to be altered the existing locking devices, nor shall the Licensee fix any additional locks, or locking devices on the main



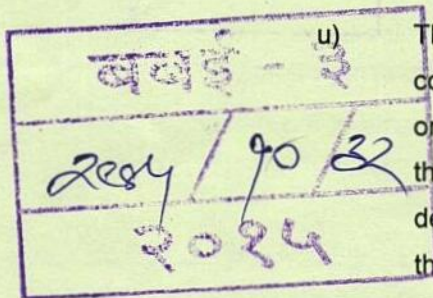
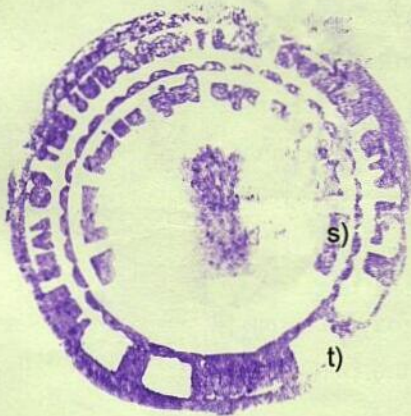
[Handwritten signature]

[Handwritten signature]

entrance door of the said Premises. Should the Licensee put new or other locks or locking devices, the Licensee shall within twenty-four (24) hours from such change, hand over the original set of keys for the same to the Licensors.

- p) The Licensee shall observe and perform all Municipal and society bye-laws or regulations and the rules, regulations and statute governing the said Premises in regard to the use of the said Premises, fixtures and fittings and to indemnify and keep indemnified the Licensors against all damages suffered by the Licensors including by any action taken by any person or authority by reason of any breach on the part of the Licensee of any rules, regulations, bye-laws and statute of any authority;
- q) The Licensee shall not do or permit to be done in to or upon the said Premises anything which may be or tend to cause annoyance or nuisance to the Licensors or to any other occupants of the building/complex/Society;
- r) The Licensee shall permit the Licensors and/or their authorized agents with or without any workmen at all reasonable times with prior notice of a minimum of 24 hours, to enter the said Premises, to inspect the condition thereof and the Licensee hereby undertakes to set right any wrongful use, damage, repair/modification etc. pointed out by the Licensors;
- s) The Licensee shall not store any hazardous goods in the said Premises and shall not keep anything in the passage lobby or stair-case landing;
- t) On the expiration due to efflux of time or earlier termination of this License, the Licensee shall cease to use the said Premises and surrender peacefully and quietly the use and occupation of the said Premises to the Licensor in the same condition in which the same are given and to make good any damage or loss that may have been caused to them by the Licensee at his own costs and expenses except by reasonable wear and tear. Further, Licensee shall not enter the said Premises or any part or portion thereof on termination or determination of these presents;

u) The Licensee agrees and confirms that nothing herein contained shall confer any exclusive right on the Licensee in respect of the said Premises or any part or portion thereof. The Licensee agrees with the Licensor that that neither this Agreement nor anything contained herein shall be deemed to create any right, title or interest in favour of the Licensee in the said Premises either as a tenant or otherwise and it being the express and specific intention of the parties that the relationship between the Licensor and the Licensee shall only and always be that of a Licensor and Licensee and not that of landlord and tenant. This is merely an agreement or arrangement simply to allow the Licensee to temporarily use the said

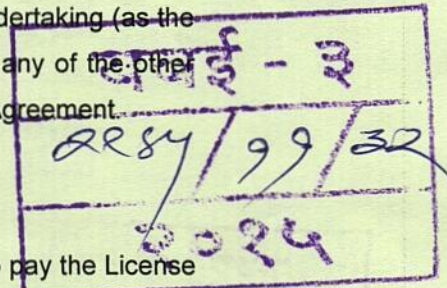
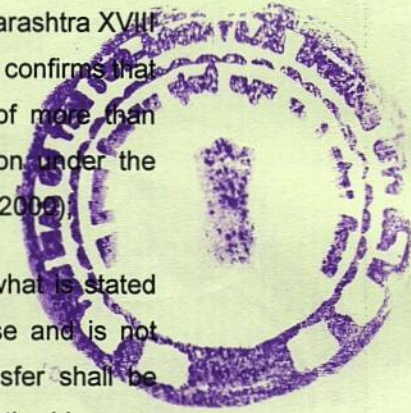


[Handwritten signature]

[Handwritten signature]

Premises and the Licensee shall not claim in any event and circumstances any tenancy or sub-tenancy or any such other or further right in respect of the said Premises or any part or portion thereof;

- v) The Licensee agrees and confirms that notwithstanding what is stated herein, the Licensors shall at all times be in complete control and exclusive juridical possession of the said Premises during the License Period and said Premises or any right title and interest therein have never at any time been passed on to the Licensee nor it is intended to be so passed to the Licensee by the Licensors and the Licensee shall not claim any possessory or any other right, title or interest or encumbrance in the said Premises at any time;
- w) The Licensee agrees and confirms that notwithstanding what is stated herein, there is no intention between the parties to create the relationship of Landlord and Tenant and the Licensee shall not claim any tenancy rights under the Maharashtra Rent Control Act, 1999 (Maharashtra XVIII of 2000) even if the same is amended. The Licensee further confirms that it is a private limited company with a paid-up capital of more than Rs. 1 crore and, therefore, it cannot claim any protection under the Maharashtra Rent Control Act, 1999 (Maharashtra XVIII of 2000).
- x) The Licensee agrees and confirms that notwithstanding what is stated herein the License granted hereunder is for personal use and is not transferable or assignable. No such assignment or transfer shall be affected by operation of law or otherwise, and further that the Licensee shall not alienate, encumber, assign or in any manner transfer or deal with the benefits of this Agreement in any one's favour or encumber or create or purport to encumber or create any third party rights into or upon the said Premises in any manner and/or give to any third party the same or any part or portion thereof.
- y) Each of the covenants, representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking (as the case may be) and shall not be limited by the terms of any of the other representation or warranty or by any other term of this Agreement.



5. Default & Consequences of Default and Termination

- 5.1 At any time during the License, in the event the Licensee fails to pay the License Fee as provided hereinabove for two (2) months consecutively, then notwithstanding what is stated herein, the Licensor shall be entitled to forthwith terminate the License by giving a written notice of termination to the Licensee. The Licensor shall also be entitled to interest at the rate of 21% per annum on the defaulted payment with effect from the due date i.e. the date on which the License

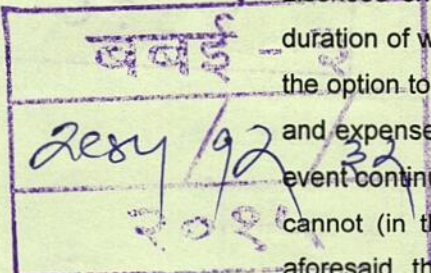
Fee was due and not paid. The payment of interest shall be in addition to any other rights, remedies and claims available to the Licensor in law;

5.2 If, at any time during the License, in the event Licensee shall commit any breach of any of the terms and/or conditions of or in relation to this Agreement, the Licensors shall call upon the Licensee by giving seven (7) days written notice to the Licensee to remedy such breach/s and if at the end of the seven (7) days period such breach(s) is/are not remedied, the Licensor shall be entitled to forthwith terminate the License by giving a written notice of termination to the Licensee.

5.3 Save and except as provided in Clause 5.1 and 5.2 hereinabove, the Licensor and the Licensee agree and confirm that neither party shall be entitled to terminate this Agreement during the Lock-in. In the event the Licensor terminates the License in accordance with Clause 5.1 and/or Clause 5.2 above, or if the Licensee gives notice for vacating the Premises or actually vacates the Premises before the completion of the Lock-in period then in such event the Licensee shall be required to pay the License Fee for the balance period of the Lock-in, and the same shall be paid by the Licensee to the Licensor before the time of the Licensee removing itself and its equipment from the said Premises. If required and necessary the Licensor shall be entitled to deduct and adjust the License Fee payable for such balance period of the Lock-in from the Security Deposit.

5.4 The Licensee only shall be entitled to terminate this Agreement after the completion of the Lock-In period by giving a three (3) month notice in writing to the Licensor of their intention to do so. In such an event, the License shall terminate on the completion of the three (3) month period and the Licensee shall continue to pay the License Fee for such three (3) month period and use the Premises just as they would have ordinarily done had the License not been terminated.

5.5 If at any time during the pendency of this Agreement, the said Premises are destroyed or is damaged, either wholly or in part, by any act of God, including but not limited to war (declared and undeclared), terrorist attacks, riots, civil disturbance, strike, fire, earthquake, explosion, floods or sabotage ("**Force Majeure**"), where such Force Majeure event continues for a period of one (1) month, whereby the Licensee is prevented from using the said Premises, the Licensee shall not be liable to pay the License Fees to the Licensor for the duration of which such Force Majeure event is in effect. The Licensor shall have the option to endeavour to restore the structure of said Premises, at its own cost and expenses, within a period of one (1) month. In the event the Force Majeure event continues beyond a period of one (1) month, or the said Premises is not or cannot (in the opinion of the Licensor) be restored within one (1) month as aforesaid, then in that event the Parties shall mutually agree to terminate this Agreement and on such termination the Licensee shall not have any claim against



[Handwritten signature]

the Licensor, save and except to receive the unadjusted portion of the Security Deposit as stated hereinabove from the Licensor.

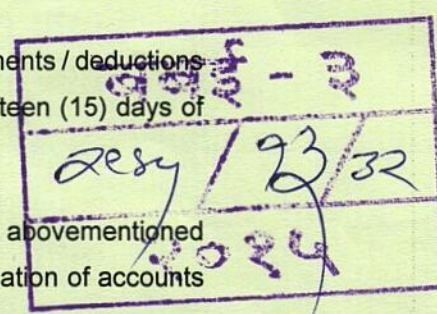
5.6 Upon the expiration due to efflux of time or earlier termination of this License as provided in Clauses 5.1 to 5.5 hereinabove, the Licensee shall cease to use the said Premises and remove itself, its employees, servants, articles, things and other belongings and paraphernalia belonging to them which are lying therein. Upon the Licensee ceasing to use the said Premises and remove itself, its employees, servants, articles, things and other belongings and paraphernalia belonging to them as above, the said Security Deposit (interest free) amount after making adjustments if any, as provided hereinbelow shall be refunded without interest by the Licensor to the Licensee. The Licensor shall adjust and deduct the following amounts from the Security Deposit prior to refund thereof to the Licensee:

- a) Towards interest payable on non-payment of Licensee Fee as provided hereinabove;
- b) Towards arrears / unpaid License Fee, or any other sum due by Licensor from Licensee under this agreement;
- c) Towards quantified damages being an amount equivalent to the License Fee of the entire balance period of the Lock-in;
- d) Towards any unpaid utility bills or any other sum under this Agreement including bills that may be received after the date of termination but for the period prior to termination;
- e) Towards making good the damages, if any, caused by the Licensee to the said Premises;

5.7 The balance Security Deposit after making the aforesaid adjustments / deductions shall be handed over by the Licensor to the Licensee within fifteen (15) days of such termination;

5.8 If there is any shortfall in the Security Deposit to meet the abovementioned arrears, then the Licensee shall within seven (7) days of finalisation of accounts make good such shortfall and pay the deficit amount to the Licensor;

5.9 If on the expiration or earlier determination of this Agreement by the Licensor pursuant to this Agreement and as provided in this Agreement the Licensee fails to remove itself and their employees, servants, staff from the said Premises and / or their articles, belonging and paraphernalia from the said Premises, the Licensee shall pay to the Licensor agreed and quantified damages of an amount which is equal to twice the License Fee payable by the Licensee under this Agreement on such date on which such event occurs, till the time the Licensee vacates and hands over the said Premises to the Licensor;



5.10 Notwithstanding what is stated hereinabove, in the event the Licensee fails to remove itself and their employees, servants, staff from the said Premises and / or their articles, belonging and paraphernalia from the said Premises, the Licensor shall after giving seven (7) days' notice in writing to the Licensee and on the Licensee not complying with the same before the expiry of the said notice period of seven (7) days:

(a) Be entitled to remove the Licensee's articles and paraphernalia lying in the said Premises. The Licensee agrees and confirms that the Licensor shall not render itself liable for any civil or criminal action by doing so. This authority is irrevocable and constitutes the basis for this Agreement and the Licensee shall not be entitled to dispute or challenge or call into question the validity or reasonableness of these provisions. Further, the Licensee shall reimburse to the Licensor to the Licensor costs of removal / Storage of furniture, goods, etc.

(b) The Licensor shall have the right and authority to prevent the Licensee, its promoters, shareholders, directors, employees, agents and servants from entering into or upon or remaining on the said Premises. In the event of the Licensee or any of the persons aforesaid enters upon the said Premises in breach of the provisions of this clause, they shall be deemed to be trespassers and appropriate action may be taken out against them by the Licensor.

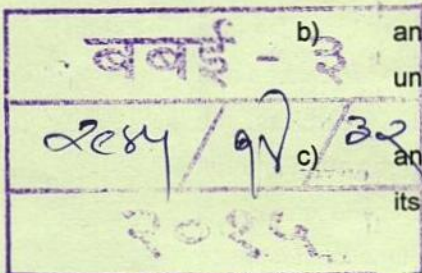
6. Indemnity

6.1 The Licensee ("**Indemnifying Party**"), hereby indemnify and keep indemnified save, defend and hold harmless the Licensor and/or any of its employees, officers and directors, ("**Indemnified Party**"), from and against any and all lawful losses, claims, demands, notices of claims issued by any person, actions, causes of actions, suits, litigation, damages, costs and expenses including fees and disbursements in connection therewith and interest and penalty chargeable thereon including all costs incurred in pursuing any of the foregoing and any proceeding in relation to the foregoing (collectively "**Claims**") to the fullest extent permitted by law, from and against any and all Claims arising by virtue of:

a) any misrepresentation or breach of any of the Representations or Warranties of the Licensee under this Agreement;

b) any breach of or default of any covenants or obligations of the Licensee under this Agreement;

c) any gross negligence or willful misconduct on the part of the Licensee or its employees, officers, directors or visitors during the License Period;



[Handwritten signature]

[Handwritten signature]

- d) any loss, damages, cost, penalty, expenses arising due to non compliance with the provisions of any applicable laws, rules or regulations, by the Licensee, its directors, designated officers or employees of the Licensee; and
- e) any and all costs and expenses incurred by the Licensor in respect of Claims under this Clause;

6.2 If the Indemnified Party receives notice of assertion or commencement of any claim with respect to which the Indemnifying Party are obligated to make payment to the Indemnified Party under this Clause and Indemnified Party will notify the Indemnifying Party thereof. The Indemnifying Party shall forthwith upon receipt of such notice, reimburse Indemnified Party an amount equal to all claims, provided that the Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party within 30 (thirty) days after the receipt of written notice from such indemnified party of such claim or proceeding, to assume, at the expense of the Indemnifying Party(ies) the defense of any such claim or proceeding, with the assistance of counsel reasonably satisfactory to such indemnified party provided, however, that any delay to so notify the Indemnifying Parties shall not relieve the Indemnifying Party(ies) from any obligation or liability.

7. Governing Law and Jurisdiction

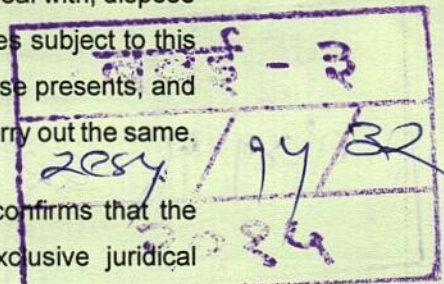
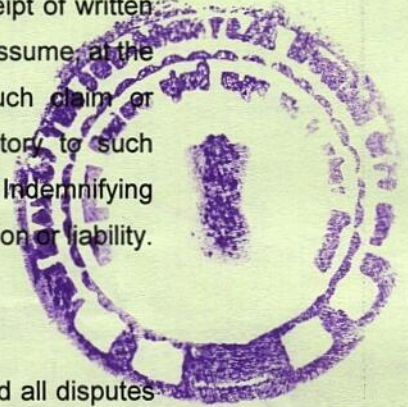
This Agreement shall be governed in accordance with the laws of India and all disputes and differences arising between the parties in relation to the License shall be subject to the exclusive Jurisdiction of Courts at Mumbai.

8. Miscellaneous

~~8.1 If the Licensee shall be desirous of renewing this License, it shall give a notice in writing to the Licensor, at least six (6) months prior to the expiry of the License Period requesting the renewal of the License. Such renewal shall be subject to the Licensor's desire to renew the License and for such further period and for such license fees, deposit and other terms and conditions as may be mutually agreed upon between them at such time, and not otherwise.~~

8.2 Parties agree that during the subsistence of this Agreement the Licensors shall be entitled to sell mortgage, create charge, encumber, transfer, deal with, dispose of in any manner their right title and interest in the said Premises subject to this License and without affecting the right of the Licensee under these presents, and the Licensee hereby gives their no objection to the Licensor to carry out the same.

8.3 Notwithstanding what is stated herein, Licensee agrees and confirms that the Licensors shall at all times be in complete control and exclusive juridical possession of the said Premises during the License Period and said Premises or



llha

llha

any right title and interest therein have never at any time been passed on to the Licensee nor it is intended to be so passed to the Licensee by the Licensors and the Licensee shall not claim any possessory or any other right, title or interest or encumbrance in the said Premises at any time.

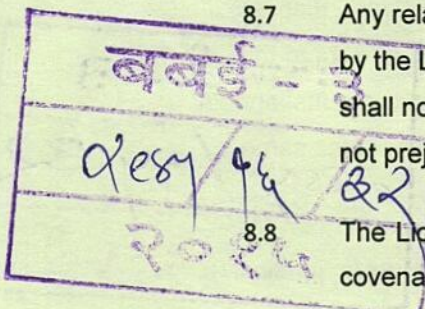
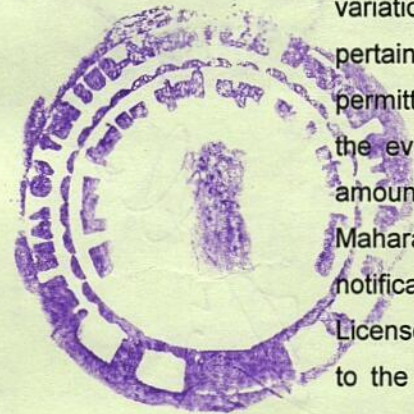
8.4 Notwithstanding what is stated herein, Licensee agrees and confirms that there is no intention between the parties to create the relationship of Landlord and Tenant and the Licensee shall not claim any tenancy rights under the Maharashtra Rent Control Act, 1999 (Maharashtra XVIII of 2000) even if the same is amended.

8.5 Notwithstanding what is stated herein the Licensee agrees and confirms that the License granted hereunder is for personal use and is not transferable or assignable. No such assignment or transfer shall be affected by operation of law or otherwise, and further that the Licensee shall not alienate, encumber, assign or in any manner transfer or deal with the benefits of this Agreement in any one's favour or encumber or create or purport to encumber or create any third party rights into or upon the said Premises in any manner and/or give to any third party the same or any part or portion thereof.

8.6 Notwithstanding anything herein contained and the covenants on the part of the Parties hereto be observed and performed hereunder, in the event of any variation, amendment or modification taking place in regard to present legislation pertaining to or affecting any type of Premises or part of the premises held or permitted to be used or to allowing for use as is granted herein or otherwise or in the event of the permission granted herein be prohibited or be regarded as amounting to letting, sub-letting, or transfer or be made subject to the existing Maharashtra Rent Control Act, 1999 or any such or similar new legislation, notification or amending affecting or altering the present rights or remedies of the Licensors in the law and/or under this Agreement, the permission hereby granted to the Licensee shall automatically stand terminated on the day prior to the occurrence of any such event and such termination shall be deemed to have occurred and be effective on and from the day prior to the coming into operation of any of the above referred events and/or changes and thereupon the Licensee shall immediately remove himself, his men, servants, staff, agent/s, employees, furniture, fixtures, articles and belonging from the said Premises without intervention of Court and shall be required to pay the License Fee till such date.

8.7 Any relaxation and/or delay made and /or indulgence any/ or forbearance shown by the Licensor in exercising its rights against the Licensee under this Agreement shall not be deemed and/or constructed to be waiver of any such rights and shall not prejudice to the rights, remedies of the Licensor in any manner whatsoever.

8.8 The Licensee shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the Licensors hold the said Premises and shall not do omit or suffer to be done anything whereby the Licensor's any right or



[Handwritten signature]

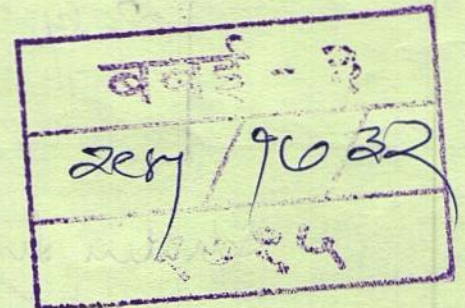
[Handwritten signature]

benefit including the Licensor's right title interest in the said Premises is avoided, forfeited, extinguished and/or any of the rights of the Licensors is in any manner jeopardized and/or adversely affected and shall indemnify and/or keep indemnified the Licensors against all actions suits proceedings and claims and all costs charges, expenses, loss or damages incurred suffered or caused by or to the Licensors by reason of any breach non-observance, non-performance or non-payment by the Licensee as aforesaid.

- 8.9 Any notice to be served by either of the parties hereunder upon the other shall be deemed to have been sufficiently served if delivered by the hand or addressed by Registered Post A.D. at the address given herein above or any changed address provided communicated in writing to other party;
- 8.10 Any amendment in the above terms and conditions shall only be made by an instrument in writing signed by the parties hereto and not otherwise.
- 8.11 The Stamp Duty and Registration fees on this Agreement will be borne and paid by the Parties equally.
- 8.12 The parties hereto will bear and pay the fees of their respective legal advisers.
- 8.13 This Agreement is executed in duplicate. The original shall be with the Licensor and the duplicate with the Licensee.

THE SCHEDULE ABOVE REFERRED TO:

Unit No. 1201, 12th Floor, admeasuring 2742 sq. ft. of Carpet area equivalent to 4203 sq. ft. of Chargeable (Built-up) Area, together with five (5) reserved Car Parking Spaces bearing No. 8, 9, 10, 11, 12 on Pl level in building known as Lodha Supremus, and situate, lying and being on Plot bearing CTS No. 4/301 of Lower Parel division and registration district and sub district of Mumbai, on Dr. E Moses Road, Near Worli Naka, Mumbai 400018



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hand and seal on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
by the within named "LICENSOR")
Permishwar Fashions Impex Private Ltd.)
hereunto affixed pursuant to the)
resolution of the Board of)
Directors of the company passed on)
the 26th day of May, 2015 by)
the hands of **Mr. B. D. Sadh**)
Director,)

For Permishwar Fashions Impex Private Ltd.

Director



in the presence of...)

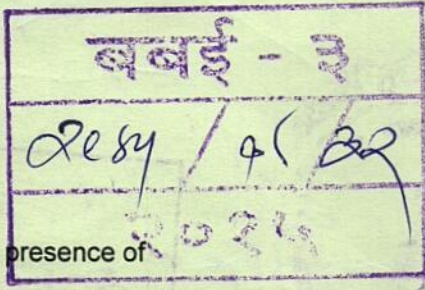
(SANJAY BHARGAVA)



SIGNED, SEALED AND DELIVERED)
Within-named "LICENSEE")
LOKMAT MEDIA PVT. LTD.)
hereunto affixed pursuant to the)
resolution of the Board of)
Directors of the company passed on)
the 4th day of May, 2015 by)
the hands of **Mr. Bijoy Sreedhar**)
Sr. Executive Vice President,)

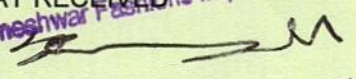
For LOKMAT MEDIA PVT. LTD.

Authorised Signatory



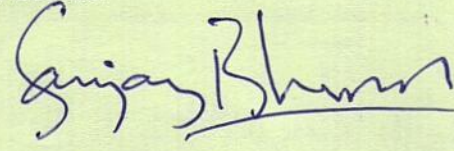
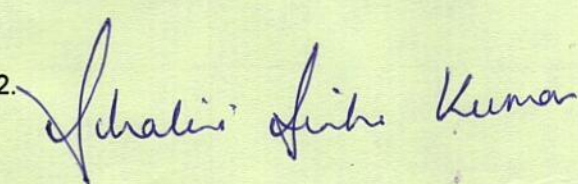
in the presence of)

RECEIVED of and from the within-named)
 Licensee the sum of Rs. **30,47,175/-** (Rupees)
Thirty Lacs Forty Seven Thousand One)
Hundred and Seventy Five Only) through RTGS)
 as and by way of interest free)
 Security Deposit as provided above in the)
 Clause 2.5 hereinabove) **Rs. 30,47,175/-**

WE SAY RECEIVED
 For Permeshwar Fashions Impex Private Ltd.

 Director

(LICENSOR)

Witnesses:

1. 
2. 



| |
|----------|
| बबई - ३ |
| 25/01/22 |
| २०२५ |

#####

###

DATED THIS 2nd DAY OF JUNE 2015

#####

###

BETWEEN

Permishwar Fashions Impex Private Ltd.

... LICENSOR

AND

LOKMAT MEDIA PVT. LTD.

... LICENSEE



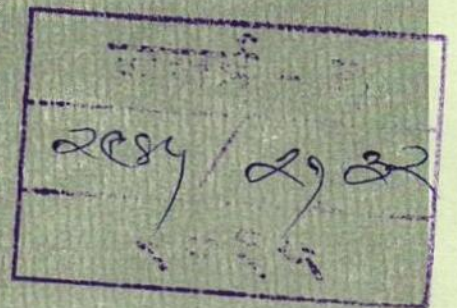
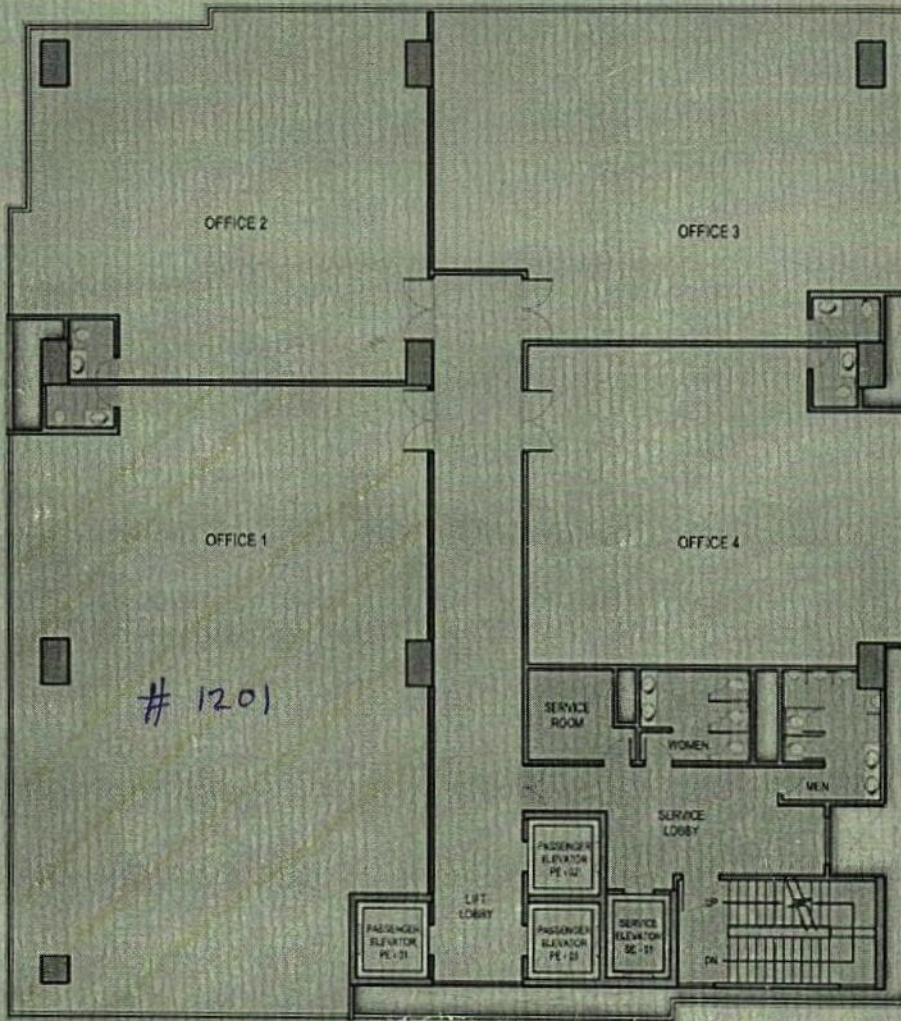
AGREEMENT OF LEAVE AND LICENSE

(1201, Lodha Supremus, Worli)

| |
|-----------|
| बवई - ३ |
| 25/6/2015 |
| २०१५ |

ANNEXURE A

Floors 9,12 &15



ANNEXURE A



...

...



| |
|----------|
| बवई - ३ |
| 28/12/32 |
| २०३५ |

Summary 1 (GoshwaraBhag-1)



मंगळवार, 02 जून 2015 7:06 म.नं.

दस्त गोषवारा भाग-1

बबई3

दस्त क्रमांक: 2945/2015

दस्त क्रमांक: बबई3 /2945/2015

बाजार मुल्य: रु. 30,47,175/- मोबदला: रु. 6,09,435/-

भरलेले मुद्रांक शुल्क: रु. 1,01,700/-

दु. नि. सह. दु. नि. बबई3 यांचे कार्यालयात

अ. क्रं. 2945 वर दि.02-06-2015

रोजी 6:57 म.नं. वा. हजर केला.

पावती:3429

पावती दिनांक: 02/06/2015

सादरकरणाचे नाव: परमेश्वर फॅशन इंपेक्स प्राईवेट
लीमिटेड तर्फे संचालक बी डी साध

नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 640.00

पृष्ठांची संख्या: 32

दस्त हजर करणाऱ्याची सही:

एकुण: 1640.00

सह दुय्यम निबंधक, मुंबई-3

सह दुय्यम निबंधक, मुंबई-3

दस्ताचा प्रकार: 36-अ-लिन्ह अँड 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 02 / 06 / 2015 06 : 57 : 29 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 02 / 06 / 2015 06 : 58 : 35 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तावेज हा नोंदणी कार्यात १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीत
दाखल केलेला आहे. *दस्तावेजात संपूर्ण मजकूर, निष्पदक व्यक्ती, साक्षीदार व
सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. *दस्तावेज सत्यता, वैधता
कायदेशीर बाबीसाठी दस्त निष्पदक व बांधुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:



1888

1888

1888

1888

1



1888

1888



02/06/2015 7 08:48 PM

दस्त गोषवारा भाग-2

बवई3

दस्त क्रमांक:2945/2015

29/32

दस्त क्रमांक :बवई3 /2945/2015

दस्ताचा प्रकार :-36-अ-लिह्व अँड लायसन्सेस

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|----------|--|--------------------------------------|-----------|---------------|
| 1 | नाव:परमेश्वर फॅशन इंपेक्स प्राईवेट लीमीटेड तर्फे संचालक बी डी साध पत्ता:प्लॉट नं: ५२, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: एम आय डी सी, मरोळ, अंधेरी पूर्व, रोड नं: 7 रोड, महाराष्ट्र, मुंबई. पॅन नंबर: | लायसेन्सार वय :-68 स्वाक्षरी:- | | |
| 2 | नाव:लोकमत मिडिया प्राईवेट लीमीटेड तर्फे संचालक विजय श्रीधर पत्ता:प्लॉट नं: ऑफिस 126, माळा नं: -, इमारतीचे नाव: मित्तल टावर्ज, बी विंग, ब्लॉक नं: नरीमन पॉइंट, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर: | लायसेन्सी वय :-44 स्वाक्षरी:- | | |

वरील दस्तऐवज करुन देणार तथाकथीत 36-अ-लिह्व अँड लायसन्सेस चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:02 / 06 / 2015 06 : 59 : 40 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|----------|---|-------------------|-----------|---------------|
| 1 | नाव:सचिन . जगताप वय:35 पत्ता:प्रभादेवी, मुंबई पिन कोड:400025 | स्वाक्षरी | | |
| 2 | नाव:गणेश . गजहंस वय:31 पत्ता:2/5, आकाशदीप कॉलनी, विठ्ठलवाडी पिन कोड:421306 | स्वाक्षरी | | |

शिकका क्र.4 ची वेळ:02 / 06 / 2015 07 : 00 : 17 PM

शिकका क्र.5 ची वेळ:02 / 06 / 2015 07 : 00 : 50 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक

मुंबई शहर क्र. ५ Payment Details.



Summary-2(दस्त गोषवारा भाग - २)

sr. Epayment Number
1 MH001274372201516S

Defacement Number
0000852146201516

2945 /2015

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

| |
|----------------|
| बबई - ३ |
| २९४५ / ३२ / ३२ |
| २०१५ |



प्रमाणित करण्यात येते की दस्तावेज
एकूण...३२... पाने आहेत. पुस्तक
क्रमांक १, बबई-३/२९४५/२०१५
नोंदला - 2 JUN 2015 !
दिनांक

[Signature]
सह. मुख्य अधिकारी मुंबई शहर-३

Data of ESBTR for GRN MH001274372201516S

Bank - IDBI BANK

Bank/Branch : IBKL - 6910233/Ghatkopar
Pmt Txn id : 64488040
Pmt DtTime : 01/06/2015 12:27:35
ChallanIdNo : 69103332015060150328
District : 7101 / MUMBAI
Stationary No : 14039052448008
Print DtTime : 01/06/2015 13:45:51
GRAS GRN : MH001274372201516S
Office Name : IGR183 / BOM2_JT SUB REGISTRA MUMBAI CITY 2

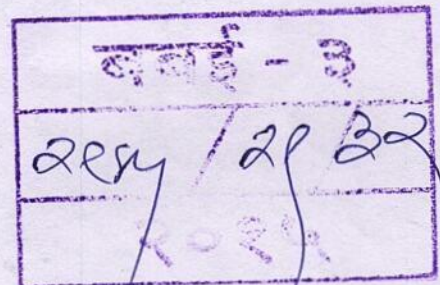
StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 1,01,700.00/- (Rs One Lakh One Thousand Seven Hundred Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 1,000.00/- (Rs One Thousand Rupees Only)

Article : 36A
Prop Mvblty : Immovable
Prop Descr : UNIT NO 1201LODHA SUPREMUSDR E MOSES ROADNEAR WORLI NAKA , MUMBAI
Maharashtra
400018
Duty Payer : PAN-AADCP2827J PERMESHWAR FASHIONS IMPEX PRIVATE LTD
Other Party : PAN-AAACL1888J LOKMAT MEDIA PVT LTD
Consideration : 6,09,435.00/-

Bank Scroll No : 100
Bank Scroll Date : 02/06/2015
RBI Credit Date : --
Mobile Number : 919833770644

Only for verification-not to be printed and used





| | | |
|--|--|--|
| | | |
| | | |
| | | |