

401/17526  
Friday, October 20, 2023  
7:27 PM

पावती

Original/Duplicate  
नॉम्बरी ३ : 39M  
Regn : 39M

पावती क्र.: 19328 दिनांक: 20/10/2023

पावतीचे माते: चक्रावात

दस्तावेजाचा अनुक्रमणिका: बंदर 15-17526-2023

दस्तावेजाचा प्रकार: 36-अ-विश्व अंड्रॉइड सामान्यतेस

पावती तुरुपावत्याचे नाव: मेसर्स वेस्टीअ प्रोपर्टीज अँड मॅनेजर वेन्सी मेहता गोर्भा तर्फे मुंबईकर विविध राहोड

|                  |            |
|------------------|------------|
| नॉम्बरी फी:      | ₹. 1000.00 |
| अन्व हाताळणी फी: | ₹. 1900.00 |
| पावती राहता: 85  |            |

एकूण: ₹. 2900.00

आपणाला याकडे उरून, पध्दतेत पिन, सुची-२२ अंदाजे  
7:47 PM हा वेळेस मिळेल.

पावती क्र. 401/17526

आवक्या क्र. 23191929/-

आवक्या क्र. 4261515/-

संश्लेषित पावती क्र. 670000/-

स.प. दुय्यम निवेदन, अखेरी क्र. ४,  
मुंबई टा. २२२, मिराहा.

1) देवकाचा प्रकार: DHC रकम ₹. 1900/-

दिनांक/पावतीचे माते क्रमांक: 1023202719148 दिनांक: 20/10/2023

अधिक माते व पत्ता:

2) देवकाचा प्रकार: eChallan रकम ₹. 1000/-

दिनांक/पावतीचे माते क्रमांक: MH009803563202324P दिनांक: 20/10/2023

अधिक माते व पत्ता:

*Handwritten signature*

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 20 OCT 2023

17526

बदर-१५  
गोयरे १ एच  
२०२३

| D Document Handling Charges<br>Inspector General of Registration & Stamps   |                         |
|---|-------------------------|
| <b>Receipt of Document Handling Charges</b>   |                         |
| PRN 1023202719148   | Receipt Date 20/10/2023 |
| Received from DHC, Mobile number 9000000000, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered on Document No. 17526 dated 20/10/2023 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District. |                         |
|   |                         |
| <b>Payment Details</b>  |                         |
| Bank Name SBIN  | Payment Date 20/10/2023 |
| Bank CIN 10004152023102018047   | REF No. 329309661780    |
| Deface No 1023202719148D  | Deface Date 20/10/2023  |
| This is computer generated receipt, hence no signature is required.   |                         |





**CHALLAN**  
MTR Form Number-6



|                             |                    |         |               |  |                                    |                     |   |     |  |
|-----------------------------|--------------------|---------|---------------|--|------------------------------------|---------------------|---|-----|--|
| GRN                         | MH008803563202324P | BARCODE |               |  | Date                               | 20/10/2023-12:22:29 | Form ID   | 36A |  |
| Department                  |                    |         |               |  | Inspector General Of Registration  |                     |   |     |  |
| Type of Payment             |                    |         |               |  | Payer Details                      |                     |   |     |  |
| Stamp Duty                  |                    |         |               |  | TAX ID / TAN (If Any)              |                     |   |     |  |
| Registration Fee            |                    |         |               |  | PAN No.(If Applicable)             |                     |   |     |  |
| Office Name                 |                    |         |               |  | BDR15_JT SUB REGISTRAR ANDHERI 4   |                     | Full Name                                       |     | MS PRESTIGE PROPERTIES                         |
| Location                    |                    |         |               |  | MUMBAI                             |                     |   |     |  |
| Year                        |                    |         |               |  | 2023-2024 One Time                 |                     | Flat/Block No.                                  |     | Unit no 301-A 3rd Floor, Silver Utopia, opp P  |
| Account Head Details        |                    |         | Amount in Rs. |  | Premises/Building                  |                     | Road/Street                                     |     | Cardinal Gracious Road, Andheri (East)         |
| 0030045501 Stamp Duty       |                    |         | 670000.00     |  | Road/Street                        |                     | Mumbai  |     |  |
| 0030063301 Registration Fee |                    |         | 1000.00       |  | Area/Locality                      |                     | Mumbai  |     |  |
|                             |                    |         |               |  | Town/City/District                 |                     | Mumbai  |     |  |
|                             |                    |         |               |  | PIN                                |                     | 4 0 0 0 9 9                                     |     |  |
|                             |                    |         |               |  | Remarks (If Any)                   |                     | SecondPartyName=INDUS TARI CAPITAL FINANCE LTD- |     |  |
|                             |                    |         |               |  |                                    |                     |   |     |  |
| Total                       |                    |         | 6,71,000.00   |  | Amount in Words                    |                     | Six Lakh Seventy One Thousand Rupees Only       |     |  |
| Payment Details             |                    |         |               |  | STATE BANK OF INDIA                |                     |   |     |  |
| Cheque-DD Details           |                    |         |               |  | FOR USE OF THE STATE BANK OF INDIA |                     |   |     |  |
|                             |                    |         |               |  | Bank CIN                           |                     | Ref. No.  |     | 0005165581202324 55089712                      |
| Cheque/DD No.               |                    |         |               |  | Bank Date                          |                     | RBI Date  |     | 20/10/2023 20/10/2023 03 Not Verified with RBI |
| Name of Bank                |                    |         |               |  | Bank-Branch                        |                     |   |     | STATE BANK OF INDIA                            |
| Name of Branch              |                    |         |               |  | Scroll No. , Date                  |                     |   |     | Not Verified with Scroll                       |



Department ID: 9870007123  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for...  
 नवीन कागद वरून नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव. नोंद घ्याव.

**Defacement Details**

| Sr. No.                 | Remarks        | Defacement No.   | Defacement Date     | UserId | Defacement Amount |
|-------------------------|----------------|------------------|---------------------|--------|-------------------|
| 1                       | (IS)-401-17526 | 0005165581202324 | 20/10/2023-19:27:31 | IGR189 | 1000.00           |
| 2                       | (IS)-401-17526 | 0005165581202324 | 20/10/2023-19:27:31 | IGR189 | 670000.00         |
| Total Defacement Amount |                |                  |                     |        | 6,71,000.00       |

|          |   |    |
|----------|---|----|
| बदर - १५ |   |    |
| २०५२३    | ५ | ६५ |
| २०२३     |   |    |

**घोषणापत्र / शपथपत्र**

मी / आम्ही खाली करणार मा नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक म. रा. पुणे यांचे ३०.११.२०१३ राजीचे परीपत्रवाचून असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजमधील सादर केलेल्या दस्तऐवजमधील मिळकत ही फसवणुकीद्वारे अथवा दुवार विक्री होत नाही. दस्तामधील लिहुन देणार / कुलमुखत्यारधारक हे खरे असून त्याची आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आलो आहे.

सादर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मालक / वारस हक्कदार / कब्जेदार हितसंबंधीत व्यक्ती याची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A.Holder) लिहुन देणार ह्यात आहे. व फक्त कुलमुखत्यार अद्यापही अस्तित्वात आहे. व ते आजपावेतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सादर ची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे व कुलमुखत्यार धारकांनी केलेल्या व्यवहाराचा अधिन राहून आम्ही आमचा आर्थिक व्यवहार पूर्ण करून दस्ताऐवज साक्षीदारासमक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पुरक कागदपत्रे, उच्च न्यायालय व मिळकतीचा हस्तांतनाबाबत कोणत्याही मा. न्यायालय / शासकीय कार्यालयाची मनाई नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे ४४ नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम १९६१ चे नियम ४४ चे वेळोवेळी न्यायालयीन उच्च न्यायालयामध्ये दिलेल्या निर्णयानुसार दस्तऐवजमधील मिळकतीचे मालक कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे हे नोंदणी अधिकारी याची जबाबदारी नाही यची आम्हांस पूर्णपणे जाणीव आहे.

स्थावर मिळकती विषय सध्या होत असलेली फसवणूक / बनावटीकरण / संगममत व त्या अनुषंगाने पोलिस स्टेशन मध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजमधील मिळकती विषयी होऊ नये म्हणून नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उदभवल्यास त्यास मी / आम्ही व दस्तऐवजमधील सर्व निष्पादक व ओळख देणारे जबाबदार राहणार आहात याची आम्हांस पूर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जस भविष्यात कायद्यानुसार भविष्यात कोणतेही गुन्हे घडल्यास मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १९६० मधील नमुद असलेल्या ७ वर्षांच्या शिक्षेस आम्ही पात्र राहणार आहोत याची मला / आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहुन देणार

*[Signature]*

लिहुन घेणार

*[Signature]*

**STAMP .25% OF THE TOTAL SUM OF AGREEMENT PURPORTS TO BE FOR A TERM NOT EXCEEDING SIXTY MONTHS WITH OR WITHOUT RENEWAL**

|           | Particulars  | Period         |                        | X No. of Month  | X Rent    | = Amount (Rs.)          |
|-----------|--|----------------|------------------------|-----------------|-----------|-------------------------|
|           |  | Year           |                        |                 |           |                         |
| i)        | License Fee For<br>for 20 carparking   | Year           | 1                      | 12              | 38,65,320 | 4,63,83,840             |
|           |  | Year           | 2                      | 12              | 40,58,586 | 4,87,03,032             |
|           |  | Year           | 3                      | 12              | 42,61,515 | 5,11,38,180             |
|           |  | Year           | 4                      | 12              | 44,74,591 | 5,36,95,092             |
|           |  | Year           | 5                      | 12              | 46,98,320 | 5,63,79,840             |
| Plus ii)  | The amount of non refundable deposits or money advance or to be advance as premium by whatever name called |                |                        |                 |           |                         |
| Plus iii) | Interest Calculated @ 10% pa refundable deposits or money advance by whatever name called                  | Deposit Amount | 10%                    | No. of Year     |           |                         |
|           |  | 3              | 2,31,91,920            | 23,19,192       | 5         | 1,15,96,960             |
|           |  |                |                        |                 |           | 26,78,96,944            |
|           |  |                |                        |                 |           | 26,78,96,000            |
| 9)        | Stamp Duty as under  |                |                        |                 |           |                         |
|           | TOTAL OF SUM OF  |                | Article of Schedule -I | Stamp Duty Rate |           | Stamp Duty Amount (Rs.) |
|           | 26,78,96,000   |                | 36A                    | 0.25%           |           | 6,69,740                |

बदर-२५  
 १०/१२/२३  
 No. of Year २०२३





**CHALLAN**  
MTR Form Number-6



|                                     |                                   |               |             |                           |   |                                       |         |               |
|-------------------------------------|-----------------------------------|---------------|-------------|---------------------------|---|---------------------------------------|---------|---------------|
| GRN                                 | MH006B03563202324P                | BARCODE       |             |                           | Date  | 20/10/2023-12:22:29                   | Form ID | 36A           |
| Department                          | Inspector General Of Registration |               |             | Payer Details             |   |                                       |         |               |
| Type of Payment                     | Stamp Duty<br>Registration Fee    |               |             | TAX ID / TAN (If Any)     |   |                                       |         |               |
|                                     |                                   |               |             | PAN No.(If Applicable)    |   |                                       |         |               |
| Office Name                         | BDR15_JT SUB REGISTRAR ANDHERI 4  |               |             | Full Name                 | MS PRESTIGE PROPERTIES  |                                       |         |               |
| Location                            | MUMBAI                            |               |             | Flat/Block No.            | Unit no. 301-A, 3rd Floor, Silver Utopia, opp P.              |                                       |         |               |
| Year                                | 2023-2024 One Time                |               |             | Premises/Building         | Cardinal Gracious Road, Andheri (East)                        |                                       |         |               |
| Account Head Details                |                                   | Amount In Rs. |             | Road/Street               | Mumbai  |                                       |         |               |
| 0030045501                          | Stamp Duty                        | 670000.00     |             | Area/Locality             | Mumbai  |                                       |         |               |
| 0030063301                          | Registration Fee                  | 1000.00       |             | Town/City/District        |   |                                       |         |               |
|                                     |                                   |               |             | PIN                       | 4 0 0 0 9 9   |                                       |         |               |
|                                     |                                   |               |             | Remarks (If Any)          | SecondPartyName=INDOSTRA CAPITAL FINANCE LTD-<br><br>20/10/23 |                                       |         |               |
|                                     |                                   |               |             | Amount in Words           | Six Lakh Seventy One Thousand Rupees Only                     |                                       |         |               |
| Total                               |                                   |               | 6,71,000.00 |                           |   |                                       |         |               |
| Payment Details STATE BANK OF INDIA |                                   |               |             | FOR USE IN RECEIVING BANK |   |                                       |         |               |
| Cheque/DD Details                   |                                   |               |             | Bank CIN                  | Ref. No.  | 10000502023102002286                  |         | 4272355088712 |
| Cheque/DD No.                       |                                   |               |             | Bank Date                 | RBI Date  | 20/10/2023-12:22:29 Verified with RBI |         |               |
| Name of Bank                        |                                   |               |             | Bank-Branch               |   |                                       |         |               |
| Name of Branch                      |                                   |               |             | Scroll No.                | Date  | Not Verified with Scroll              |         |               |

Department ID :  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. No valid for unregistered document.  
 सादर नोंद घ्या. हे चालन केवळ उप-नोंददारांच्या कार्यालयीन कामकाजासाठीच वैध आहे. या चालनावर नोंद घेतलेले कागदपत्रे नोंद घेतलेल्या कार्यालयातच नोंद घ्यावी.



खदर-१५

|       |   |    |
|-------|---|----|
| १०५२३ | ६ | ०५ |
|-------|---|----|

२०२३

**LEAVE AND LICENSE AGREEMENT**

THIS LEAVE AND LICENSE AGREEMENT (this Agreement) is made and entered into at Mumbai this 20<sup>th</sup> day of October, 2023 between

M/S PRESTIGE PROPERTIES, (PAN-AAAAP6800E) an Association of Persons ("A.O.P.") comprising of (1) Mr. Mukesh Mehta, (2) Mrs. Nancy Mehta Gothi & (3) Ms. Forum Mehta having their office at 'Silver Utopia', Ground Floor, opp P & G Plaza, Cardinal Gracious Road, Chakala, Andheri (E), Mumbai 400099 hereinafter referred to as the 'LICENSOR/ LICENSORS'(which expression shall unless repugnant to the context or meaning thereof mean and include the only members for the time being constituting the said A.O.P. of M/s Prestige Properties, their survivors or survivor and the heirs, executors and administrators of such last survivor), of the ONE PART,

AND

INDOSTAR CAPITAL FINANCE LTD. (CIN L65100MH2009PLC268160), a public limited company incorporated under the Companies Act, 1956 and validly existing under the provisions of Companies Act 2013 and having its registered office at 5<sup>th</sup> Floor, 2/E Wing, Corporate Avenue, Andheri Ghatkopar Link Road, Andheri East, Mumbai - 400 099, through its Authorized signatory Mr. Manoj Ramchandra Shinde- PAN No. AYNPS8110Q (hereinafter referred to as 'LICENSEE' which expression unless repugnant to the context mean and include its successors in business and permitted assigns) of the OTHER PART.



**WHEREAS:**

- a) M/s. Goldfilled Mercantile Company, a partnership firm was seized and possessed of and entitled to the plot of land bearing Survey No. 48 and City Survey Nos. 477, 477/1 and 477/2 of revenue village of Chakala, Andheri in all admeasuring 7565.00 sq.mtrs. as per the Property Register Cards situated at Chakala Road, Andheri (East),



|        |   |    |
|--------|---|----|
| बदर-१५ |   |    |
| गोयाई  | ७ | ६५ |
| २०२३   |   |    |

Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai more particularly described in the **First Schedule** hereunder written and hereafter referred to as the '**said Goldfilled Property**'. The said Goldfilled Property had been granted by the Government to the said M/s. Goldfilled Mercantile Company as per Revenue and Forest Department Order dated 29<sup>th</sup> February, 1960.

- b) Mrs. Parvin Pyarali Dholakia was the owner of and seized and possessed of plot of land bearing Survey No. 47 H.No.2 (P) 3, City Survey Nos. 478 and 478/1 of revenue village of Chakala in all admeasuring 775.4 sq.mtrs. as per Property Register Cards situated at Chakala Road, Andheri (East), Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai more particularly described in the **Second Schedule** hereunder written and hereafter referred to as the '**said Freehold Property**'.



By an Agreement dated 11th December, 1962 registered with the Sub-Registrar at Bombay under No. BOM/R 3602 of 1962 the said Mrs. Parvin Pyarali Dholakia had granted to the said M/s. Goldfilled Mercantile Co. the right of way over the said Freehold Property for beneficial use and enjoyment of the said Goldfilled Property bearing S.No.48 and City Survey No.477, 477/1 and 477/2 of revenue village of Chakala upon the terms and conditions therein mentioned.

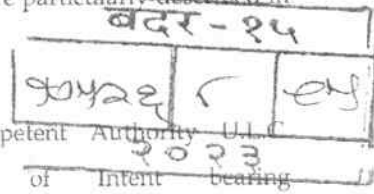
- d) By a Memorandum of Understanding dated 4th March, 2003 made between the said Mrs. Parvin Pyarali Dholakia of the One Part and M/s. Goldfilled Mercantile Company of the Other Part, the said Mrs. Parvin Pyarali Dholakia agreed to grant to the said M/s. Goldfilled Mercantile Company the development rights of the said Freehold Property for the consideration and upon the terms and conditions therein mentioned.

NMM





e) The said Goldfilled Property and the said Freehold Property are hereinafter collectively referred to as the said Property and the same is admeasuring 8341.30 sq.mtrs. and more particularly described in the Third Schedule hereunder written.



f) The Additional Collector and Competent Authority U.L.C. Brihanmumbai by his Letter of Intent bearing No.C/ULC/DIII/22/7494 dated 16th February, 2004 granted to the said M/s. Goldfilled Mercantile Company the permission for re-development of the said Goldfilled Property upon the terms and conditions therein mentioned.

g) The Additional Collector and Competent Authority U.L.C. Brihanmumbai by his Letter of Intent bearing No.C/ULC/DIII22/751 dated 16th February, 2004 granted to the said Smt. Parvin Pyarali Dholakia the permission for re-development of the said Freehold Property upon the terms and conditions therein mentioned.

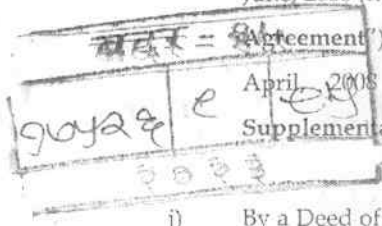


h) The said firm of M/s. Goldfilled Mercantile Company, Shri Jitendra S. Nathani, Shri Mukesh M. Mehta and Shri Kamlesh V. Shah by an Agreement dated 8th May 2006 (hereinafter referred to as the 'said Agreement of A.O.P.' constituted an Association of Persons (hereinafter referred to as the said Association of Persons) in the name and style of M/s PRESTIGE PROPERTIES amongst themselves for the purpose of carrying on the business of development and construction on the said Property more particularly described in the First Schedule and Second Schedule thereunder written being the same as is more particularly described in the First Schedule and the Second Schedule hereunder written for the consideration and upon the terms and conditions therein mentioned.

i) The terms and conditions recorded in the said Agreement of AOP have been clarified and/or modified by the parties to the said



Agreement of A.O.P vide a Supplementary Agreement dated 12th June, 2006 (hereinafter referred to as the "said First Supplementary Agreement") and another Supplementary Agreement dated 8th April, 2008 (hereinafter referred to as the "said Second Supplementary Agreement").



j) By a Deed of Confirmation dated 21<sup>st</sup> May, 2008 registered with the Sub-Registrar Andheri No.4 under No.36 of 2008 made between Mr. Mateen Pyarali Dholakia and 3 others, the legal heirs of the said Mrs. Parvin K. Dholakia (therein referred to as the Owners) of the First Part, Mrs. Meenaz Mohammed Kasam (therein referred to as the Executrix) of the Second Part, M/s. Goldfilled Mercantile Company (therein referred to as the Firm of G.M.C.) of the Third Part, Mr. Iqbal Sultan Nathani (therein referred to as the I.S.N.) of the Fourth part and M/s. Prestige Properties (therein referred to as the A.O.P.) of the Fifth Part, the parties to the said Deed of Confirmation confirmed the grant of development rights of the said Freehold Property and the validity of the said Memorandum of Understanding dated 4<sup>th</sup> March, 2003 in favour of the said M/s. Goldfilled Mercantile Company and consequently by virtue of the said Agreement of Association of Person dated 8<sup>th</sup> May, 2006 read with the two Supplementary Agreements dated 12<sup>th</sup> June, 2006 and 8<sup>th</sup> April, 2008 confirmed the grant of development rights of the said Property to M/s Prestige Properties.

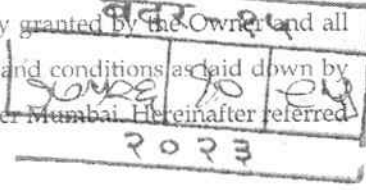


k) By a Deed of Retirement dated 21<sup>st</sup> May, 2008 registered with the Sub-Registrar at Andheri No.4 under No.BDR-15 435 of 2008 the said M/s. Goldfilled Mercantile Company and the said Shri Iqbal S. Nathani retired from the said A.O.P. from 21<sup>st</sup> May, 2008 leaving the business of the said A.O.P. to be carried on by Mr. Mukesh M. Mehta and Mr. Kamlesh V. Shah i.e. the Continuing Members as they may desire upon the terms and condition therein mentioned.

l) The LICENSORS have constructed a building known as "Silver Utopia" hereinafter referred to the "said Building" on the said



Property i.e. on the said Goldfilled Property and the said Freehold Property by inter alia observing all the conditions of development rights of the said Freehold Property granted by the Owner and all the statutory provisions and terms and conditions as laid down by the Municipal Corporation of Greater Mumbai. Hereinafter referred to the "said Building."



- m) By a Deed of Admission cum Retirement dated 02/09/2021, the AOP was re-constituted, whereby Mr. Kamlesh V. Shah has retired from the said AOP, as per mutually agreed, decided terms and conditions more specifically recorded in the said Deed of Admission cum Retirement dated 02/09/2021 and Mrs. Kalpana Mukesh Mehta, Mrs. Nancy Mehta Gothi & Ms. Forum Mehta became the 'New Incoming Members' of the said AOP.
- n) By a Deed of Retirement dated 28/02/2022, the AOP was again re-constituted, whereby Mrs. Kalpana Mukesh Mehta decided to retire from the AOP upon agreed terms and conditions more specifically recorded in the said Deed of Retirement dated 28/02/2022 leaving Mr. Mukesh Mehta, Mrs. Nancy Mehta Gothi and Ms. Forum Mehta as the continuing Members of AOP.
- o) Accordingly the LICENSORS are seized possessed and or otherwise fully entitled to fully furnished premises 301-A at third floor total admeasuring 17,353.00 sq ft Carpet Area (inclusive of niche area), of the said Building as shown on the Floor Plan annexed hereto as Annexure "A", along with 20 Free Car Parking slots as stack parking, in the basement of the said Building which shall be hereinafter referred to as the "said Premises" and more particularly described in the Fourth Schedule hereunder written.
- p) The LICENSORS hereby state the said Premises is mortgaged with Union Bank of INDIA against the loan availed by the LICENSORS ("Loan"). To secure the Loan, the LICENSORS and Union Bank of India, have executed a deed of mortgage dated May 30, 2023



registered with the office of the sub-registrar of assurances bearing registration number BDR-9/8725/2023 ("Mortgage Deed").

However, LICENSORS have confirmed that the Mortgage Deed is not or shall not be prejudicial to the any of the rights of the Licensee granted hereunder.

The LICENSORS are entitled to grant license to enter into and for use and occupation of the said Premises as herein contemplated, without requiring any consent or permission of any other person or party.

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r) The LICENSORS have paid all rates, taxes, assessments, monthly maintenance and other outgoings payable in respect of the said Premises and have also complied with all laws, rules and regulations (statutory or otherwise) applicable thereto;

s) The Licensee shall have free and unobstructed access to the said Premises at all times during the subsistence of this License. The Licensee shall enjoy quiet and peaceful occupation and use of the said Premises without disturbance or interruption by the LICENSORS or his executors, administrators or assigns.



t) The Licensee has represented that it is a company registered under the provisions of Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 and is inter alia carrying on business of in the name and style of 'IndoStar Capital Finance Limited'.

u) The Licensee i.e. 'IndoStar Capital Finance Ltd' has done due diligence and have taken inspection of the title deeds/documents pertaining to the said property as recited herein above and all other relevant documents required to establish the nature of the title to the said property decided to approach the LICENSORS to use and occupy the said Premises for the purpose of conducting such business from the said Premises in the name and style of 'IndoStar Capital Finance Ltd' and or its group Companies.

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v) Based on aforesaid representations, the LICENSORS has agreed to allow the Licensee, a license to occupy and use the said Premises for a period of five (5) years commencing from ~~October 23, 2023~~ **October 23, 2023** ("License Commencement Date").

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w) As agreed between both the parties, the Licensor shall complete refurbishing work as per attached 'Annexure -D' within 45 days or before from the date of Letter of Intent dated October 11, 2023 ("LOI") but not later than the License Commencement Date. The Licensor shall give inspection of the refurbished premises 2 days prior to the license Commencement Date.

x) Both the parties are desirous of reducing the said terms and conditions into writings.

NOW THIS LEAVE AND LICENSE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

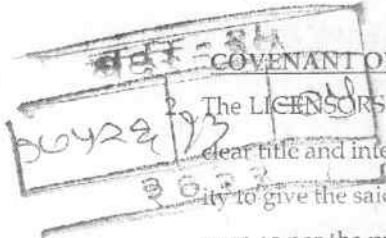


**GRANT OF LICENSE:**

1. The LICENSORS do hereby grant to the LICENSEE the License to use and occupy for a period of 05 (five) years effective from the License Commencement Date. The said Premises being fully furnished Unit no. 301-A at Third Floor total admeasuring 17,353.00 sq ft Carpet Area (inclusive of niche area), as shown on the Floor Plan annexed hereto as Annexure 'A', & Furniture fit out annexed hereto as Annexure 'C' of the building named as "SILVER UTOPIA" constructed on a piece and parcel of land bearing Survey No. 48 and City Survey Nos. 477, 477/1 and 477/2 admeasuring 7,565.00 sq.mtrs. as per the Property Register Cards AND plot of land bearing Survey No. 47 H.No.2 (P) 3, City Survey Nos. 478 and 478/1 of revenue village of Chakala admeasuring 775.4 sq.mtrs. as per Property Register Cards, total admeasuring 8,341.30 sq. mtrs and both situated at Chakala Road, Andheri (East), Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai more particularly described in the



Fourth Schedule written hereunder and upon the LICENSEE observing the terms and conditions of this Leave and License Agreement.



**COVENANT OF TITLE:**

The LICENSORS confirm that the LICENSORS have the full right and clear title and interest in the said Property and full and absolute authority to give the said Premises on Leave and License for Commercial purpose as per the provisions of this Agreement. The LICENSORS further confirm that the said building "SILVER UTOPIA" has been constructed in accordance with all rules, norms and regulation formulated by Mumbai Municipal Corporation and all the other relevant Law / Authorities.

**BARE LICENSE:**

3. Nothing herein contained shall be construed as creating or conferring or transferring any right, interest, easement, lease, sub-lease, tenancy or sub-tenancy in favour of or upon or to the LICENSEE or its subsidiary company or any of its affiliates or any of their directors or officers in or over or upon the said Premises or any part thereof other than the permissive use hereby granted to the LICENSEE for office/commercial use or entitling the LICENSEE or their directors or officers to the possession of the said Premises or any part thereof and this would be so despite any amendment or modification or repeal of the rent laws aimed at creating any tenancy or similar right or any right higher than the license hereby created in favour of the LICENSEE. It is the express intention of the parties hereto that the LICENSORS shall be and shall always be the owner of the said Premises at all times, and that the LICENSORS shall, during office hours of the LICENSEES, and in case of emergencies, repair work or otherwise for routine inspections, have access to the said Premises, subject to LICENSEE's security procedures and subject to a prior written notice of at least 48 hours. By way of abundant caution, it is expressly clarified that the LICENSEE and / or its directors or officers does not / do not have nor shall they or any of them at any time claim tenancy or sub-tenancy or any other right whatsoever in respect of the said Premises or any part thereof and



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no interest whatsoever is created or intended or deemed to be created in or to or upon the said Premises or any part thereof in favour of the LICENSEE or anyone else.

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PERMISSION TO USE & OCCUPY PREMISES:

4. That this Agreement shall never be construed as २०२३ tenancy agreement, lease agreement, sub-lease or otherwise creating any right, title or interest in the said Premises in favour of the Licensee herein which is not at all the intention of the parties to the present Agreement but it will only be a permission to the Licensee herein to use and occupy the said Premises for its office use.

LICENSE PERIOD & LICENSE FEE:

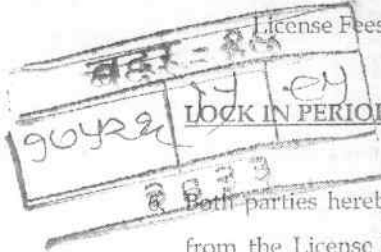
5. The LICENSORS have granted a license under the terms of this Agreement to the LICENSEE to occupy and use the said Premises by the LICENSORS on license basis for a period of five (05) years on payment of License Fees as follows:

- (i) Monthly License Fee of Rs. 38,65,820.00/- (Rupees Thirty Eight Lakhs Sixty Five Thousands Three Hundred Twenty Only) plus applicable GST ("the License Fees") for the first year.
- (ii) There will be 5% increment in the License Fee post expiry of first year period, every year.
- (iii) License Fee shall commence from the License Commencement Date as per Recital (v) hereinabove
- (iv) The License Fees is to be paid in advance on or before 10<sup>th</sup> day of respective month. The LICENSORS shall raise the invoices towards the License Fees and deliver the same to the LICENSEE at the address of the said Premises and via email (5) five days prior to the start of each month to which the Fees pertains to enable the LICENSEE to pay the License Fees on or before the 10<sup>th</sup> day of each respective month of the License Period. The payments shall be subject to Taxes Deductible at Source (TDS),





and excluding GST as applicable. Time being essence of this Agreement, the Licensee shall ensure timely payment of the License Fees during the entire tenure of the License Agreement.



**LOCK IN PERIOD & OPTION OF TERMINATION:**

Both parties hereby agree that the entire Sixty (60) months effective from the License Commencement Date hereinafter defined shall be "Lock-in-Period" for both the LICENSEE and the LICENSORS.

**TERMINATION DURING LOCK IN PERIOD**

7. Termination can be invoked by the Licensee during "Lock-in-Period" by giving advance notice of 6 (six) months before the completion of 60 (Sixty) months to the Licensor. However, the Licensee shall be required to pay a license fees equivalent to the balance period of the full lock in period. During this notice period of 6 months, the Licensor is permitted to conduct inspections of the new prospective clients during the working hours of the Licensee with a prior intimation to the Licensee of at least 24 hours.



8. The Licensor /Licensee has the right to further renew the Leave and License agreement by giving an advance notice of 6 (six) months in writing before the expiry of the license period or as mutually agreed between the Parties in writing. If the Leave and License agreement gets terminated by efflux of time the Licensee shall vacate and hand over the premises in peaceful and good condition to the Licensor (normal wear and tear accepted).

9. In the event of a default in the timely payment of the License Fees and/or breach of any terms and conditions of this Agreement which are not remedied by the LICENSEE within a period of 30 (thirty) days from the date of receipt of a written notice issued by the LICENSORS specifying the breach committed by the LICENSEE, the LICENSORS shall have the option to terminate this Agreement by giving three (03) months written notice to the LICENSEE of their intention to terminate the Agreement, after expiry of three (03) months' notice the Licensee





shall be liable to pay the balance license fee for the remaining lock in period (if any) after adjusting the security deposit that has been paid by the Licensee. However, in the event LICENSEE is able to cure the breach within the three (03) months' notice period by making payments at 15% interest on such delayed payments as required in terms of this Agreement, the Parties may mutually agree to continue the license.

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**SECURITY DEPOSIT:**

10. It is agreed that in addition to the monthly License Fee payable by the LICENSEE to the LICENSORS as above, the LICENSEE agrees to deposit with the LICENSORS 6 (six) months License fees - a sum of Rs. 2,31,91,920.00/- (Rupees Two Crore Thirty One Lakhs Ninety-One Thousands Nine Hundred and Twenty Only) (herein after referred to as 'the said security deposit'). The LICENSORS hereby confirm and acknowledges that out of the total Rs. 2,31,91,920.00/- (Rupees Two Crore Thirty One Lakhs Ninety-One Thousand and Twenty Only), they have received the amount of Rs. 1,15,95,960.00/- (Rupees One Crore Fifteen Lakhs Ninety-Five Thousand and Sixty Only) of the security deposit before the execution of this Agreement i.e. upon signing of the LOI. The balance amount Rs. 1,15,95,960.00/- (Rupees One Crore Fifteen Lakhs Ninety-Five Thousand and Sixty Only) to be paid on signing of this Agreement. The said security deposit shall bear no interest whatsoever and shall be refundable either on efflux of time or sooner determination of this Agreement after deducting all the dues, if any.



11. It is agreed between the parties that the above referred security deposits shall be refunded within 7 (seven) working days only after peaceful vacation and handing over the possession of the premises. The Licensee shall keep the keys of premises with them till the refund of the security deposit. Such refund is subject to no damages done (normal wear and tear is accepted). In case of any damage found or any outstanding dues such amount shall be adjusted against the Security Deposit along with all other dues payable to the LICENSORS under the terms of the License Agreement.



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CAR PARKING SLOTS:

12. The LICENSORS shall allot to the LICENSEE 20 (Twenty) free car parking slots in the basement as stack parking as per availability which will be earmarked by the LICENSORS, free of cost for the beneficial use of the Premises as shown on the Floor Plan annexed hereto as Annexure "B".

FIT OUTS



13. After the joint inspection of the premises of the parties, it is hereby agreed that the LICENSORS shall at its cost carry out refurbishing work of the premises as per Annexure 'D' - BOQ upto Rs. 50,00,000.00/- (Rupees Fifty Lakhs Only), and if it exceeds above Rs. 50,00,000.00/- (Rupees Fifty Lakhs Only), the same shall be paid by the Licensee. The LICENSORS with the joint consultation of the Licensee have appointed 'Aryans Realtors Pvt Ltd/Aryans Properties' for the refurbishing work of the premises as per Annexure - 'D' - BOQ. The LICENSORS with the joint consultation of the Licensee have appointed 'Aryans Realtors Pvt Ltd/Aryans Properties' for the refurbishing work of the premises. It is agreed by and between the parties that the Licensee shall appoint their representative Mr. Manoj Ramchandra Shinde. It is agreed by and between the parties that the said representative shall have full authority and will be the sole point of contact and shall routinely monitor, supervise and certify the work carried out by 'Aryans Realtors Pvt Ltd/Aryans Properties' for the refurbishing work. It is further agreed that, the said representative shall not delay in giving approval of any materials needed for refurbishing and once the work is completed issue 'satisfactory work completion certificate' within 3 (three) working days from the date of intimation of completion of refurbishing work by the Licensor. The LICENSORS shall complete refurbishing work within 45 days or before from the date of execution of LOI and not later than the License Commencement Date.

14. It is further agreed by and between the parties that, the Licensee shall be permitted to carry out their fit-out/interior works simultaneously when the Licensors carry out the refurbishing work.



**TAX DEDUCTION AT SOURCE:**

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15. The payment of the License Fee by the LICENSEE to the LICENSORS shall be subject to Tax Deduction at Source (TDS) by the LICENSEE under Income Tax Laws as may be in force from time to time, and the LICENSEE agrees to pay the taxes so deducted to tax authorities and issue the requisite Tax Deduction Certificate to the LICENSORS as may be required under the Income Tax Laws.

16. In case, the LICENSORS furnishes to the LICENSEE a lower or nil tax deduction Certificate from the Income Tax Department, certifying that the Tax is not required to be deducted or to be deducted at lower rate at Source in the present case, then the LICENSEE undertakes not to deduct any Tax at the Source or at such lower rate as prescribed in certificate from the License fee and pay the LICENSORS full amount as agreed in this Agreement, effective from the date of production of the said exemption or lower withholding certificate.

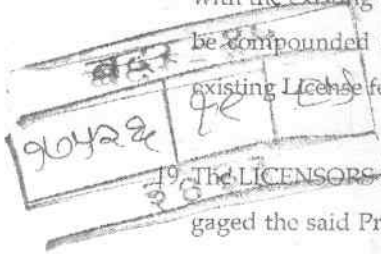
17. In case status of LICENSORS is categorized as "Specified Person" as per section 206AB of the Income Tax Act, LICENSEE would be deducting withholding taxes at higher rate prescribed under Section 206AB of the act.



**PAYMENT TERMS:**

18. The License Fee shall be paid by online bank transfer through RTGS/NEFT (LICENSEE agrees to provide relevant documents / details required for payment through Online Bank Transfer system) or crossed Account Payee Cheque drawn on any Scheduled Bank or by a pay order or demand draft payable at Mumbai or any other mode of payment as may be convenient and agreeable to both parties. Licensee shall be liable to pay the license fee on or before the 10<sup>th</sup> of every month. Delay of more than 7 (seven) days in the payment of the License Fee shall attract an interest @ 15% per annum from its due date, which the LICENSEE shall pay to the LICENSORS along with such payment of





the License fee. It is agreed that in case the LICENSEE fails to pay the above said interest to the LICENSORS the same will be added along with the existing License fee on the cumulative basis. The interest will be compounded for every month and shall be added with the then existing License fee.

19. The LICENSORS hereby represents and warrants that they have mortgaged the said Premises to Union Bank of India (UBI) vide the Mortgage Deed. The Parties further understand that as per the Mortgage Deed, the LICENSEES are required to pay the LICENSE fee to an Escrow Account between M/s Prestige Properties and UBI being account no. 689401010050023, IFSC Code UBIN0568945. It is hereby clarified that the payment of license fee to the said escrow account or to the account of UBI shall not be construed as violation of breach of the terms and conditions of this License Agreement.



20. The LICENSORS shall have the right to change the Lender and/or sell the premises at any time during the tenure of the License Agreement including License Fee free Period. A formal written intimation shall be sent to the LICENSEE on the address of the said Premises and/or via email and the LICENSEE shall be bound to recognize the new Lender and/or new Purchaser. However, the LICENSORS assure/ represents and warrants/ undertakes that this shall not affect the terms and conditions of the said Leave and License Agreement during its License Fee Term and the new owner will abide by the terms and conditions of this License Agreement.

**LATE PAYMENT OF LICENSE FEE BY LICENSEE:**

21. In the event the LICENSEE fails to pay License Fee for 2 (two) consecutive months from the due date, the same will be considered as a breach of the terms and conditions of this Agreement and the LICENSORS shall have the right to terminate this Agreement as mentioned in Clause 9 of this Agreement. Without prejudice to the contents of this clause, the LICENSEE shall always be liable to pay the interest as agreed in this Agreement on the delayed payments.



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GST

22. Each party will comply with all laws, rules and regulations applicable to the performance of its obligations under this Agreement including legislations concerning Goods and Services Tax ("GST"), and shall take registration under the provisions of GST law, remit applicable GST, upload necessary statements / returns, etc. in the time and manner prescribed and do all other necessary steps within the prescribed timeline so as to enable the other party to take input tax credit of the entire tax paid and shall also procure and maintain all other licenses and permits necessary for the performance of its obligations under this Agreement. The indemnifying party shall protect the interests of other party and indemnify it against all claims, liabilities, costs, fines, penalties, expenses, fees, demands, claims, interests, losses including those arising due to the inability of the other party to claim the input tax credit of GST and for any tax, interest, penalty, that accrues or is demanded by any Tax Authority or proposed to be imposed either during investigation or any action, audit or by way of issuance of show cause notice, or demanded by way of issuance of order or decree by a Tax Authority, which other party may suffer or incur or face due to non-compliance of any law, rule and regulation applicable to the performance of the indemnifying party's obligations under this Agreement including legislations governing GST.

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23. The consideration as defined in the agreement is exclusive of all applicable taxes including but not limited to. GST. LICENSEE agrees to pay LICENSORS whole of the consideration agreed upon along with applicable Goods and Services Tax thereon charged by LICENSORS on the invoice.

24. If any amount of credit, refund or any other benefit is denied or delayed or any penal charge is imposed on LICENSEE due to any non-compliance by the other party (not limited to the failure to upload or incorrect disclosure of details on the GSTN portal or delay/ failure to deposit tax or due to non-furnishing or furnishing of incorrect/ incomplete documents), the other party shall be liable to reimburse the



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loss of tax, interest and penalty incurred by LICENSEE on the aforesaid account.

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All consideration under this AGREEMENT shall be subjected to tax deduction at source (TDS), if applicable, GST Act at the rates applicable from time to time.

LICENSORS should acknowledge and agree that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against LICENSEE in respect to this assignment, LICENSORS shall fully support and co-operate with LICENSEE by furnishing the relevant information and documents, related to the service provided by LICENSORS under this agreement, in timely manner as may be required.



25. In the event of any change of law, regulation, including but not limited to introduction and implementation of GST in India or subsequent amendments to legislations governing GST, occurs during the tenure of this Agreement which results in any benefit / tax reduction / saving / concession to one Party, such Party shall be bound to pass on such benefit / reduction / saving / concession arising due to such change in the law or regulation to the Other Party. Each party agrees and accepts its obligation, including but not limited to obligation in terms of Section 171 of the Central Goods and Services Tax Act, 2017, that any reduction in rate of tax applicable to the performance of its obligations under this Agreement or the benefit of input tax credit accruing to one Party shall be passed on to the Other Party by way of commensurate reduction in prices.

**PAYMENT OF TAXES BY LICENSORS:**

26. The LICENSORS shall pay all the current and future Property related taxes, Municipal taxes and common areas, Elevators, maintenance / outgoings including monthly outgoings payable to the Developer, management of the said Building, society or association formed by the members of the said Building, with respect to the said Premises.

**OUTGOINGS:**

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27. The Licensee agrees and undertakes to pay / or reimburse to the LICENSORS (in the event if the LICENSORS has paid on account of willful default of the Licensee) and shall be responsible for the payment of water, telephones, fiber optic cable, cable connection, maintenance of amenities like air conditioners, furniture, fittings, electricity Bills, which may be raised by Reliance Energy/TATA Power or any other company for the consumption in the electricity and/or any other necessities / consumables in the said Premises on the basis of consumption shown or estimated on the basis of the readings of the Electric Meters for recording such consumption of Electricity in the said Premises which are pertaining to the tenure for which the said Premises were occupied by the LICENSEE. In case any of the above installed Electric Meters is not functioning and the consumption of Electricity is assessed by the concerned authorities and the same is tendered to the LICENSEE for the payment, the LICENSEE shall make the payment thereof to the satisfaction of the authorities and the LICENSORS shall not be responsible for the same in any manner whatsoever. It is clarified that any future periodical increase of the deposits of the Reliance Energy/TATA Power or any other company during the term of this Agreement, on the basis of consumption of electricity shall be responsibility of the LICENSEE and the said deposits shall be refunded by the LICENSORS after the vacating of the premises.

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28. The LICENSEE shall further pay all the bills raised by Telecommunication companies for the connections installed and/or used in the said Premises, towards its rentals and charges for actual use in respect of such connection. The LICENSEE shall further pay the water bills as per actual or on pro rata basis.

CONNECTED ELECTRICAL LOAD:

29. The LICENSORS have provided 01(one) Electricity Meter of 150 KVA having load bearing capacity upto 150 KVA in respect of the said Premises and the LICENSEE undertakes to pay the above charges from the date of the execution of this Agreement. It is clarified that any future



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periodical increase of the deposits by the Reliance Energy/TATA Power or any other company, during the term of this Agreement, on the basis of consumption of electricity shall be responsibility of the LICENSEE. It is further agreed that the LICENSEE shall be entitled to claim the refund of the above said increased deposit paid by the LICENSEE through LICENSORS' at the time of vacating the said Licensed Premises. Any increase in the electrical load, LICENSORS will help to augment the load and provide necessary NOC as premises owner at LICENSEE's cost and expense. In the event the existing load offered by the LICENSORS to the LICENSEE is not adequate, then the LICENSORS shall facilitate the LICENSEE's with securing additional power load from the relevant Authorities and any charges, including but not limited to, electrical deposit for additional power load shall be borne and paid by the LICENSEE directly to the relevant Authorities. Any other incidental expenses/ installation/ maintenance such as electrical panels / wirings etc shall be borne and responsible/paid by the LICENSEEs only.



**SIGNAGE:**

30. The LICENSORS shall provide a common place for signage display outside the said Premises as well as along with the other occupants of the Building on the ground floor lobby at their cost. The signage in the internal lobby door on the respective floor lobby shall be at the cost of the LICENSEE, subject to the LICENSORS Architect Approval and in case any permission from the Municipal Corporation of Greater Mumbai is required for the above signage put by the LICENSEE, it shall be the responsibility of the LICENSEE to obtain the same at its cost. It is further clarified that the LICENSEE shall not be entitled to put Neon Signage. The LICENSEE undertakes to pay the charges / Taxes which may be charged by the MCGM or any other Authority for the display of such signage for which the LICENSORS shall not be responsible.

**WASTE DISPOSAL SPACE:**

31. The LICENSORS shall arrange for waste disposal space for LICENSEE to carry out waste disposal during the License Period.

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PLANS & APPROVALS:

32. The LICENSORS confirm that the plans and specifications of the above-said Building 'SILVER UTOPIA' have been sanctioned by the Municipal Corporation of Greater Mumbai and/or approved by all other authorities. The said Building has been constructed as per the approved plans and according to Development Control Regulations 1991. The LICENSORS shall share the approved plans and other related permissions / documents relating to the said Building Silver Utopia wherever required by the LICENSEE.

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LIQUIDATED DAMAGES:

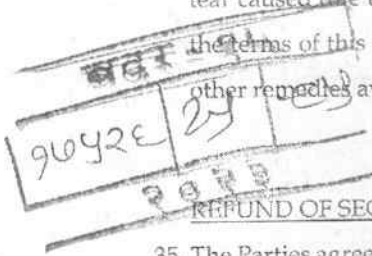
33. On expiry of the period of this Agreement either by efflux of time or sooner determination thereof, the LICENSEE herein, its representatives, officers, employees, servants and agents shall remove themselves, as also their articles and things from the said Premises and hand over the vacant possession of the Premises along with the keys of the said Premises with the charge of the said Premises to the LICENSORS simultaneously upon the LICENSEE willing to hand over the amount of Security Deposit to the LICENSORS. In the event of the LICENSEE failing to vacate the said Premises as aforesaid, the LICENSEE herein unconditionally agrees to become liable to pay and shall pay, to the LICENSORS herein liquidated damages of a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) per day for the number of days that the Licensee shall have delayed in so for removing itself, its employees, servants, agents, articles, goods, belongings and things from the said Premises, without default or demur or dispute. The Licensee shall deliver back vacant and peaceful possession of the Licensed Premises to the LICENSORS in its original condition (Except any modifications done with prior approval from LICENSORS), subject to the normal wear and tear caused due to the improvements immediately upon the expiry of the terms of this license. This remedy shall be without prejudice to all other remedies available to the LICENSORS in Law.



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34. The LICENSEE shall deliver back vacant and peaceful possession of the Licensed Premises to the LICENSORS subject to the normal wear and tear caused due to the improvements immediately upon the expiry of the terms of this license. This remedy shall be without prejudice to all other remedies available to the LICENSORS in Law.



REFUND OF SECURITY DEPOSIT:

35. The Parties agree that the Security Deposit paid by the LICENSEE shall be refunded within 7 (Seven) working days only after peaceful vacation and handing over possession of the premises. Till the refund of security deposit, the Licensee shall keep the keys of premises with them. Such refund is subject to no damages done (normal wear and tear is excepted). In case of any damage found, such amount shall be adjusted against the Security Deposit along with all other dues including any interest payable to the LICENSORS under the terms of the License Agreement. Only after the payment of the Security Deposit (after adjustments against any damage or dues payable if any), the keys will be handed over back to the Licensor.



36. If the LICENSORS fails to refund the Security Deposit to the LICENSEE upon the expiry of this Agreement by efflux of time or upon earlier termination hereof for any reason whatsoever then the LICENSEE without prejudice to its rights and remedies in law shall be entitled to get the Security Deposit in full together with interest at the rate of 15% per annum after the expiry of 7 (seven) working days from handing over the vacant possession of the premises.

HANDOVER OF PREMISES:

37. The LICENSEE further agrees that, they shall vacate and hand over quiet and peaceful possession and shall pay all their pending dues either on the efflux of time or sooner determination of this Agreement in good condition back to the LICENSORS. whatsoever due and payable by the LICENSEE to the LICENSORS under this Agreement and the amount of any proved loss sustained by the LICENSORS for breakage, misuse, damage or otherwise to the said premises arising as

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a result of use of the said premises by the LICENSEE herein, (normal wear and tear excepted) and any amounts payable by LICENSEE under this license remained unpaid at the time of such expiry or sooner determination) shall be adjusted against the security deposit. It is hereby clarified that LICENSEE will get the premises in refurbished condition (normal wear and tear expected) alongwith combination of old and new furniture/ electricals/ lights etc post inspection and written certification by the Licensee.

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**MAINTENANCE OBLIGATIONS:**

38. The LICENSEE shall use the said Premises and amenities provided therein by the LICENSORS with due care and caution and keep and maintain the same in good repair, order and condition at its own costs and expenses and shall not damage the same and upon the expiry or deemed expiry or sooner determination or termination of this Agreement, leave the same in good order and condition, making good all or any damage or loss that may be caused to the same (normal wear and tear due to time and usage excepted). The LICENSEE shall also keep the interior of the said Premises and electrical, sanitary and plumbing fixtures in the said Premises in good repair, order and condition (normal wear and tear due to time and usage excepted) and be responsible for all breakages in the said Premises and be responsible for the maintenance of the interior thereof All internal repairs other than structural repairs, if required, will be carried out by the LICENSEE at their own costs and expenses. The LICENSEE shall have no claims against the LICENSORS for replacement or repairs (other than structural repairs) in the said Premises. All common area maintenance charges of the said Building shall be borne and paid by the LICENSORS.
39. The LICENSORS undertake that the said Building and its surroundings within the plot area of the said Building shall be maintained by the LICENSORS at its own costs as per standards agreed between the parties.



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**USAGE OF PREMISES BY LICENSEE:**

Handwritten notes and stamps in a box, including the number '90422' and some illegible text.

40. The LICENSORS covenants that the LICENSEE shall peacefully and quietly hold and enjoy the said Licensed Premises during the subsistence of this Agreement only for business purpose without any unlawful interruptions or disturbance from the LICENSORS herein or any person claiming from under or through the LICENSORS. The LICENSEE shall be entitled to employ and maintain staff, employees, official, guards, watchmen and other routine staff in the said Premises at all hours. Stay of Security guards / watchmen on the said Premises will not however be construed to mean using it for residential purposes. The LICENSEE shall have unlimited access to the said Premises and Car Parking Space and common areas 24 hours, 7 days per week including public/bank holidays subject the compliance of the security procedures of the building/LICENSORS.



The LICENSEE shall be responsible and bear the expenses for the services of the 'MIHATADIS' if and when availed for their business.

**STORAGE OF DANGEROUS GOODS:**

42. That the LICENSEE shall not do or cause to be done anything which may invalidate the insurance of the said Premises. The LICENSEE herein shall use the said Premises, in a manner that it does not in any manner whatsoever, inconvenience, damage, interfere with or disturb or cause nuisance to the LICENSORS herein or to other occupants in the said Building or in any adjoining buildings or property/ies. The LICENSEE shall not bring in or store in the said Premises any heavy or combustible or inflammable materials or otherwise dangerous things that may hamper the safety of the said building or adjoining building/s or property/ies that may increase the premium of insurance of the said Building or that may render void the insurance. Nothing in the clause will apply to the Generator Fuel that will be stored by the LICENSEE with requisite permissions from Authorities.

**LOSS / DAMAGE TO LICENSEE GOODS:**

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43. That the LICENSORS shall not in any event be responsible or liable for any loss or damage to any goods and/or belongings of the LICENSEE lying in and around the said Premises whatsoever be the cause of such loss or damage. Until and unless such damage has been caused by the LICENSORS or its employees /agents / representatives whether directly or indirectly.

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LICENSORS REPRESENTATIONS, WARRANTIES AND COVENANTS

44. The LICENSORS hereby represent, warrant and covenant to the LICENSEE that:

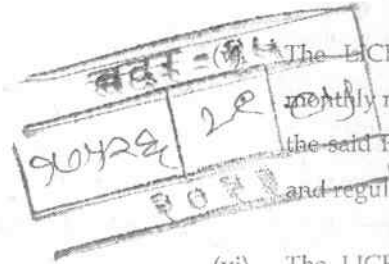
- (i) The LICENSORS are entitled to give on leave and license basis the said Premises and have clear and good right, full power and absolute authority to provide the said Premises on Leave & License basis and has absolute to execute this Agreement
- (ii) The LICENSORS shall not do or permit to be done any act whereby the rights of the LICENSEE to use and occupy the said Premises on a leave and license basis pursuant to the terms of this Agreement are adversely or prejudicially affected, impaired or extinguished in any manner whatsoever.
- (iii) The LICENSORS have not received any notice from any statutory body which affects or may affect this license herein and there is no prohibitory order or orders of attachment on the said Premises from any other statutory authority for taxes, rates, levies or cesses, lawfully payable;
- (iv) On the LICENSEE regularly paying the License Fees, Maintenance Charges, applicable Statutory Dues and other amounts payable hereunder and performing, observing and fulfilling all the terms and conditions of this Agreement, the LICENSEE shall be entitled to the use and occupy the said



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Premises without any disturbance or hindrance from the LICENSORS;



The LICENSORS have paid all rates, taxes, assessments, monthly maintenance and other outgoings payable in respect of the said Premises and have also complied with all laws, rules and regulations (statutory or otherwise) applicable thereto;

(vi) The LICENSORS shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the LICENSORS hold and enjoy the said Premises;

(vii) The LICENSEE shall have full right to use and occupy the said Premises during the term of the license or earlier termination of this Agreement, as the case may be and shall be entitled to peaceful use and occupation of the said Premises without any disturbance or interference from the LICENSORS or any person or persons claiming under or through them. Further, the LICENSEE shall be fully entitled to uninterrupted use of all the facilities appurtenant to and associated with the said Premises.



**FORCE MAJEURE**

45. If at any time during the term of this License, the said Licensed Premises or any part of the premises is damaged/destroyed due to flood, fire, earthquake, collapse or any other acts of God or for any reasons beyond the reasonable control of human beings (force majeure) and the said Licensed Premises, or any part thereof cannot be used and/or occupied by the Licensee and the Licensor informing to the Licensee that the said Licensed Premises either cannot be repaired or mended to be made fit for use or it would take long time, then the Licensee shall be entitled to terminate the agreement forthwith and shall claim the refundable security deposit in full (subject to permissible deductions).

INDEMNITY

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46. The LICENSORS hereby indemnifies and shall keep indemnified and harmless the LICENSEE from any actual claim, loss, injury, harm, damage, against all actions, suits and proceedings and all claims, demands, fines, penalties, costs, charges and expenses or any other liabilities of whatsoever nature made or brought against or incurred or suffered by or levied or imposed upon the LICENSEE in respect of any breach of any representation or warranty given by the LICENSORS under this Agreement, in particular in respect of its right power and authority to grant the license under this Agreement or breach of any provisions of this agreement by LICENSORS.

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47. The Parties further agree that during the existence of Force Majeure conditions, the rights and obligations of the parties under this Agreement shall stand suspended. However in the event of termination by the LICENSEE for event of Force Majeure as contained hereinabove, all consequences of termination to the LICENSORS against handing over of vacant and peaceful possession of the said Premises by the LICENSEE shall follow.



STRUCTURAL ADDITIONS:

48. The LICENSEE herein shall not without the previous consent in writing of the LICENSORS, make any major structural additions or alterations to the said Premises or any part thereof. However, the LICENSEE herein shall have the right to make temporary alterations, attach fixtures in or upon the said Premises without any prior intimation / permission from the LICENSORS. Any alterations, additions, etc. carried out by the LICENSEE shall not be detrimental to the said Premises of the LICENSORS and/or inconsistent with the rights of the other occupants of the said Building. Such fixtures, additions so placed in or upon or attached to the said Premises shall be and remains the property of the LICENSEE and may be removed at its own cost there from by the LICENSEE at the time of vacating the said Premises without causing any damage to it. The LICENSEE shall restore the said Premises in good order and condition, save reasonable and ordinary wear and tear and structural changes made with prior permission of LICENSORS. If the LICENSEE has carried out with due permission of



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the LICENSORS any changes, alterations, modification or additions, which are of a structural nature, the LICENSORS will have the option to retain the same upon the expiry or deemed expiry of the leave and license hereby granted or sooner determination or termination thereof or of this Agreement without being liable to make any payment in respect thereof to the LICENSEE.

**ACCESS TO PREMISES:**

49. The LICENSEE shall have unlimited access to the said Premises 24 hours, 7 days per week, subject to the rules and regulations framed by the management of the said Building.

**JURIDICAL POSSESSION OF PREMISES:**

50. The LICENSEE herein shall not impede in any way the LICENSORS herein in the exercise of the LICENSORS sole rights of absolute and unconditional juridical possession and control of the said Premises and the facilities thereto.



**WINDING UP OF LICENSEE**

51. NOTWITHSTANDING the above it is hereby expressly agreed and declared that, this Agreement shall stand automatically revoked, upon the LICENSEE being wound up under the provisions of the Companies Act or any Petition/Application is made against the LICENSEE and admitted by the National Company Law Tribunal under the provision of the Insolvency and Bankruptcy Code, 2016 or any judicial body or upon the order/s of the court which remains unchallenged by the LICENSEE.

**ACTS & REGULATIONS:**

52. The LICENSEE do hereby agree that as soon as any official bill is introduced in the Union or State Legislature or if any ordinance is promulgated or statutory amendments are passed prohibiting or restricting in any manner whatsoever any Agreement or arrangement of the nature provided for in this Agreement, or conferring any rights upon the LICENSEE herein beyond what is specially conferred hereby

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provided under this Agreement, the LICENSEE shall not claim any rights due to the said ordinance or bill and abide by the provision of this Agreement.

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**POWER BACK UP:**

53. The LICENSORS shall provide 100% generator backup power to the Common areas at their own cost however the LICENSEE will be responsible for the power backup/ IT Infrastructures/ UPS within the said Premises.

**FIXTURE & FITTINGS BY LICENSEE:**

54. The LICENSEE shall be at liberty to make, fix or install any additional fixtures and fittings in the said Premises including air conditioners, shelves, screens, racks, sun-blinds, water, electricity, telephone and sanitary installation, lights, fans, soundproofing and other conveniences reasonably required by it for or in connection with the use and occupation of the said Premises and on expiry of the license period or on revocation or termination of the license under the terms of this Agreement, shall remove the same and make good any damage which may be caused to the said Premises by such removal, normal wear and tear excepted.



**COMPLIANCE OF LAWS BY LICENSORS:**

55. The LICENSORS hereby undertake that it shall comply with all the rules and regulations and laws as may be applicable for the said Premises.

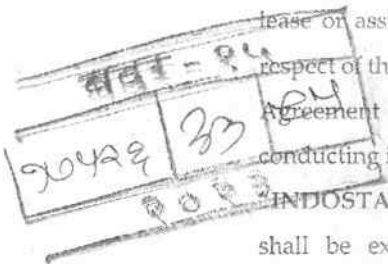
**LOSS / DAMAGE TO PREMISES BY LICENSEE:**

56. The LICENSEE shall make good to the LICENSORS any loss or damage caused directly to the said Premises or to the LICENSORS, by any act of omission or commission on part of the LICENSEE, its representatives or servants for the said Premises or any part thereof, during the License Period and shall keep the LICENSORS indemnified in respect thereof.



**SUB LICENSE / SUB LETTING BY LICENSEE:**

57. That the LICENSEE shall have no right to create any sub license, sub-lease or assign or transfer in any manner the License to any one in respect of the said Premises or any part thereof as the license under this Agreement is purely personal to the LICENSEE for the purpose of conducting its business from the said Premises in the name and style of "INDOSTAR CAPITAL FINANCE LTD". The validity of this license shall be extended to LICENSEE's group Companies with prior intimation to the LICENSORS. For the purpose of this Clause, Group Companies shall mean and all its subsidiaries, Group Companies and affiliates.



**UNAUTHORISED ACTS BY LICENSEE:**

58. The LICENSEE shall not do, omit or cause to be done anything whereby the LICENSORS right to own and hold the said Premises is avoided, forfeited, disturbed, prejudiced or extinguished and any such act on the part of the LICENSEE will be considered unauthorized and void and therefore not binding upon the LICENSORS and the LICENSORS shall always remain indemnified by the LICENSEE against the consequences thereof.



**SALE OR TRANSFER OF RIGHTS BY LICENSORS:**

59. If the LICENSORS sell, transfer, mortgage or otherwise deals with the said Premises, the same would be subject to the terms of this Leave and License Agreement and the same would not prejudice in any way or affect the rights or the usage rights of the LICENSEE under this Agreement, and the amount of the said security deposit lying with the LICENSORS shall be transferred to the Transferee / Purchaser of the said Premises along with all rights and obligations of the LICENSORS under this Agreement and the LICENSORS shall produce the confirmation from the prospective purchaser to the LICENSEE.

60. In the event of transfer of ownership of the said Premises, the LICENSORS shall arrange/provide written confirmation/receipt of the transferee / purchaser as acknowledgment of having transferred

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the said Security Deposit, without any delay. The LICENSORS shall execute or cause the purchasers to execute at their own cost and expenses all such documents including Deed of Adherence as may be necessary to confirm the continuation of rights as granted under this Agreement in favour of the LICENSEE. The LICENSORS hereby represents and warrants that any transfer of ownership by any means shall not affect the terms and conditions of this Agreement and the LICENSEE shall continue to use and occupy the said Premises as mandated under the Agreement.

**COMPLIANCE OF LAWS & RULES BY LICENSEE:**

61. The permission required under various applicable laws and rules and regulations for the purpose of conducting its business from the said Premises shall be obtained by the LICENSEE and the LICENSEE shall adhere to the provisions of the applicable laws and the rules and regulations and the terms and conditions upon which various permissions. However, under no circumstances any of such permissions would create an interest in respect of the said Premises in favour of the LICENSEE. It is also clarified that obtaining such permissions from various authorities by the LICENSEE shall in no way create any liability or responsibility on the part of the LICENSORS or the said Premises or any part thereof. The liabilities and obligations including the taxes and dues under various applicable laws in respect of the business operations of the LICENSEE or otherwise created by the LICENSEE or otherwise arising against the LICENSEE shall in no way create any liability on the part of the LICENSORS or any charge or encumbrance upon the said Premises or any part thereof. The LICENSEE shall always keep indemnified the LICENSORS against any claim, demand, dues or other liability arising upon the LICENSORS or upon the said Premises or any part thereof due to its actions and inactions or omissions or commissions.

**SHOW / INSPECT PREMISES BY LICENSORS:**

62. During the last 6 (Six) months before the expiry of this Agreement, the LICENSORS or their representative/s shall be entitled to take



prospective LICENSEES into the said Licensed Premises for showing / inspecting the said Licensed Premises by giving at least 24 hours' prior notice to the LICENSEE.

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63. The address for serving of notices to the parties shall be as follows:

- a) For the LICENSORS, at 'Silver Utopia', Ground Floor, opp P & G Plaza, Cardinal Gracious Road, Chakala, Andheri (E), Mumbai 400 099 or email mail@thesilvergroup.co.in or such address as may be intimated by the LICENSORS to the LICENSEE in writing.
- b) For the LICENSEE, at **INDOSTAR CAPITAL FINANCE LTD**, 'Silver Utopia', Third Floor, Unit No 301-A, opp P & G Plaza, Cardinal Gracious Road, Chakala, Andheri (E), Mumbai 400099 email [icf.admin@indostarcapital.com](mailto:icf.admin@indostarcapital.com) such address as may be intimated by the LICENSEE to the LICENSORS in writing.



**AMENDMENTS:**

64. This Leave and License Agreement shall not be amended, altered or modified except by an instrument in writing and signed by duly authorized representatives of both the parties and registered with the Sub Registrar of Assurances.

**ENFORCEABILITY OF PROVISION:**

65. If at any time any of the provisions of this Leave and License Agreement become illegal, invalid or unenforceable under the law, the legality, validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the remainder terms of this Leave and License Agreement shall be valid and binding.

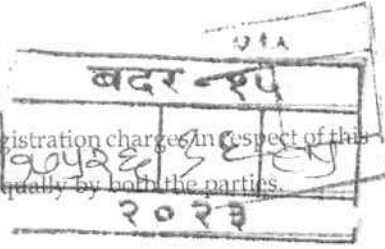
**COPIES:**

66. This agreement shall be executed in duplicate. The original registered agreement will remain with the LICENSORS and the other set of agreement duly signed by both the parties shall remain with the LICENSEE.



STAMP DUTY / REGISTRATION:

67. The adjudication, stamp duty and registration charges in respect of this agreement shall be borne and paid equally by both the parties.



LEGAL FEES

68. Each party shall bear their own legal fees/costs. The respective parties shall bear and pay their respective legal charges to their Advocates and Solicitors as may be applicable.

JURISDICTION:

69. The Law Courts at Mumbai alone shall have the jurisdiction to entertain any disputes arising out of this agreement.

HEAD NOTES:

70. The head-notes are merely to facilitate the easy perusal of this Agreement and do not/ should not be construed to explain or interpret the clauses.

THE FIRST SCHEDULE HEREINAFTER REFERRED TO  
(GOLDFILLED PROPERTY)



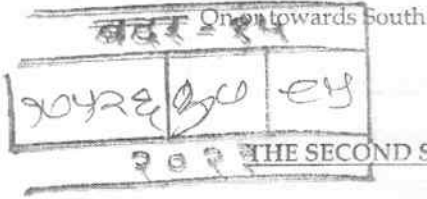
ALL THAT piece or parcel of land or ground bearing S.No. No.48 and City Survey Nos. 477, 477/1 and 477/2 of revenue village of Chakala, Andheri admeasuring 9075 sq.yds. equivalent to 7587.78 sq.mtrs. as per 7/12 Extract and documents and admeasuring 7565 sq.mtrs. as per Property Registered Cards with the old factory sheds which were standing thereon situated at Chakala Road, Andheri (East) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows:-

- On or towards East : by Survey No.117
- On or towards West: Partly by Survey No.47A Partly by Survey No.47, Hissa No.2 (Pt.)
- On or towards North : Partly by Survey No.9A Partly

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by Survey No.49B, Partly by  
Survey No.87



: Partly by Survey No.45A Partly by Survey  
No.85 & Partly by Survey No.115

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**  
**(FREEHOLD PROPERTY)**

ALL THAT piece or parcel of land or ground bearing Survey Nos.47 H.Nos.2 (P) and 3, City Survey Nos.478 and 478/1 of Chakala in all admeasuring 775.4 sq.mtrs. with the shed and structure which were standing thereon situated at Chakala Road, Andheri (East) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows:-

On or towards East : by Survey No.48,  
On or towards West: by Road  
On or towards North : by Hissa No.2 (Pt.) of Survey No.47  
On or towards South : by Hissa No.4 and Partly by Survey  
No.46/1 and NA No.45-3.



**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**  
**(THE SAID PROPERTY)**

ALL THAT piece and parcel of land bearing Survey No. 48 and City Survey Nos. 477, 477/1 and 477/2 admeasuring 7565 sq.mtrs. as per the Property Register Cards AND plot of land bearing Survey No. 47 H.No.2 (P) 3, City Survey Nos. 478 and 478/1 of revenue village of Chakala admeasuring 775.4 sq.mtrs. as per Property Register Cards, total admeasuring 8341.3 sq.mtrs and both situated at Chakala Road, Andheri (East), Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as described in the First & Second Schedule.



THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(THE SAID PREMISES)

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All that premises 301-A on 3<sup>rd</sup> floor admeasuring total admeasuring 17,353.00 sq ft Carpet Area (inclusive of niche area), in fully furnished condition in the building known as "SILVER UTOPIA" as shown on the Floor Plan annexed hereto as Annexure "A") constructed on ALL THAT piece or parcel of land or ground bearing C.T.S. Nos.477, 477/1, 477/2, 478 and 478/1 of revenue village of Chakala in all admeasuring 8341.3 sq.mtrs. situated at Chakala Road, Andheri (East) Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai including 20 (Twenty) Free Car Parking slots in the Basement as stack parking as shown in the Floor Plan annexed hereto as Annexure "B"



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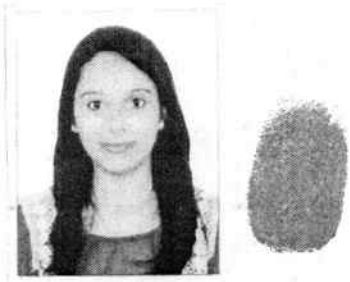




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IN WITNESS WHEREOF the parties hereto have set their hands or the day and year hereinabove first mentioned.

Signed, and Delivered )  
 By the withinnamed the LICENSORS )  
 M/s PRESTIGE PROPERTIES )  
 by its Member/ Authorized Signatory )  
 Mrs. Nancy Mehta Gothi )



in the presence of )  
 1. NAMIOSHAIKH ffif )  
 2. Vishnu Pratap Singh Vishnu R Singh )



Signed, and Delivered )  
 by the withinnamed the LICENSEE )  
 INDOSTAR CAPITAL FINANCE LTD )  
 by its ~~Director~~/duly Authorized Signatory )  
 Mr. Manoj Ramchandra Shinde )



in the presence of )  
 Mr. NAMIO SHAIKH ffif )  
 Mr. Vishnu Pratap Singh Vishnu R Singh )



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RECEIPT

Received a sum of Rs. 2,31,91,920.00/- (Rupees Two Crore Thirty One Lakhs Ninety-One Thousands Nine Hundred and Twenty Only), towards the security deposit in accordance with the terms of the above agreement as follows:

| Sl No. | Name of Bank and Branch                   | Date       | Cheque No | Amount (INR)   |
|--------|---|------------|-----------|----------------|
| 1.     | IndusInd Bank Limited, Opera House Branch | 16/10/2023 | 560797    | 1,15,95,960.00 |
| 2.     | IndusInd Bank Limited, Opera House Branch | 19/10/2023 | 560800    | 1,15,95,960.00 |
| TOTAL  |   |            |           | 2,31,91,920.00 |

We say received:

For PRESTIGE PROPERTIES

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AUTHORISED SIGNATORY  
(LICENSORS)



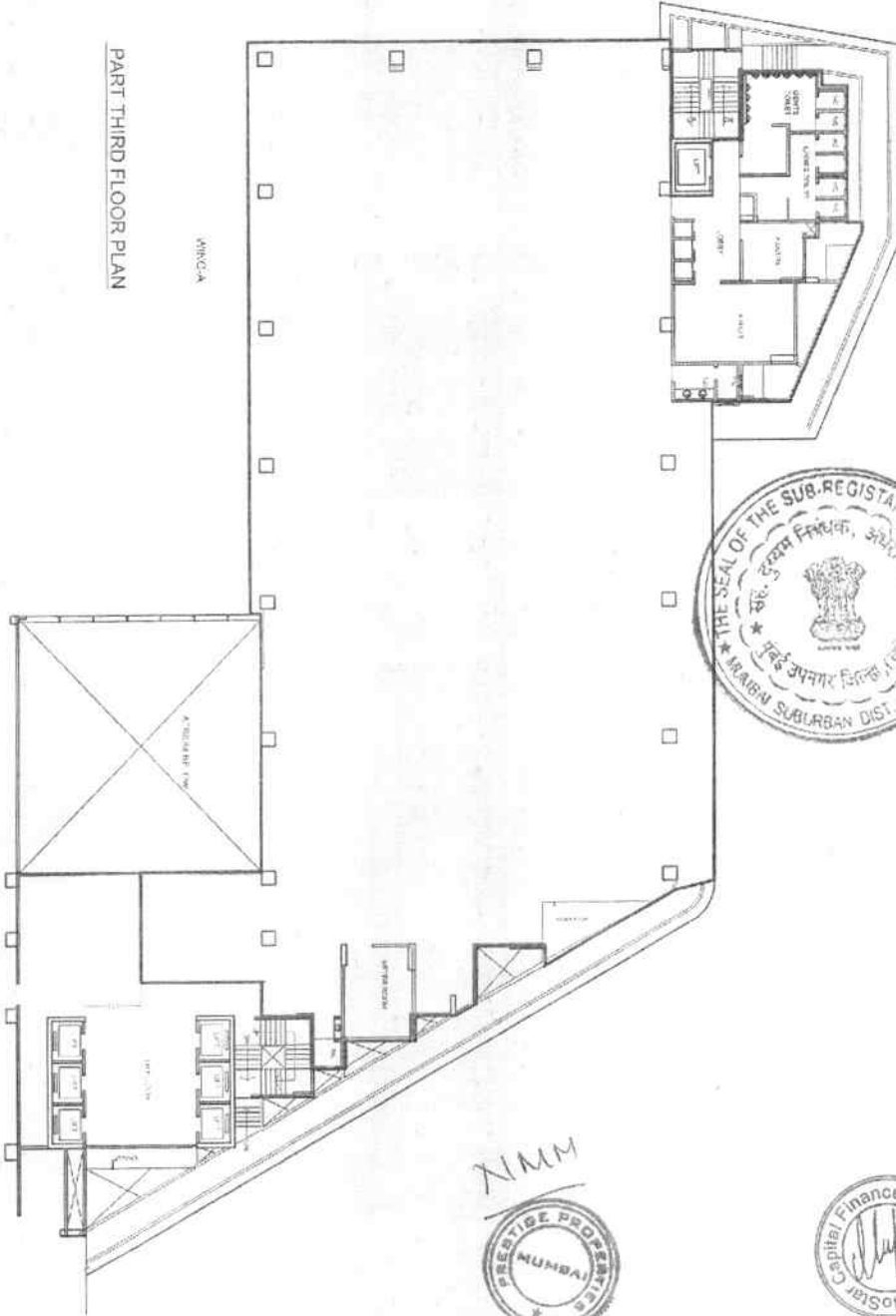
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Form - 'A'

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PART THIRD FLOOR PLAN



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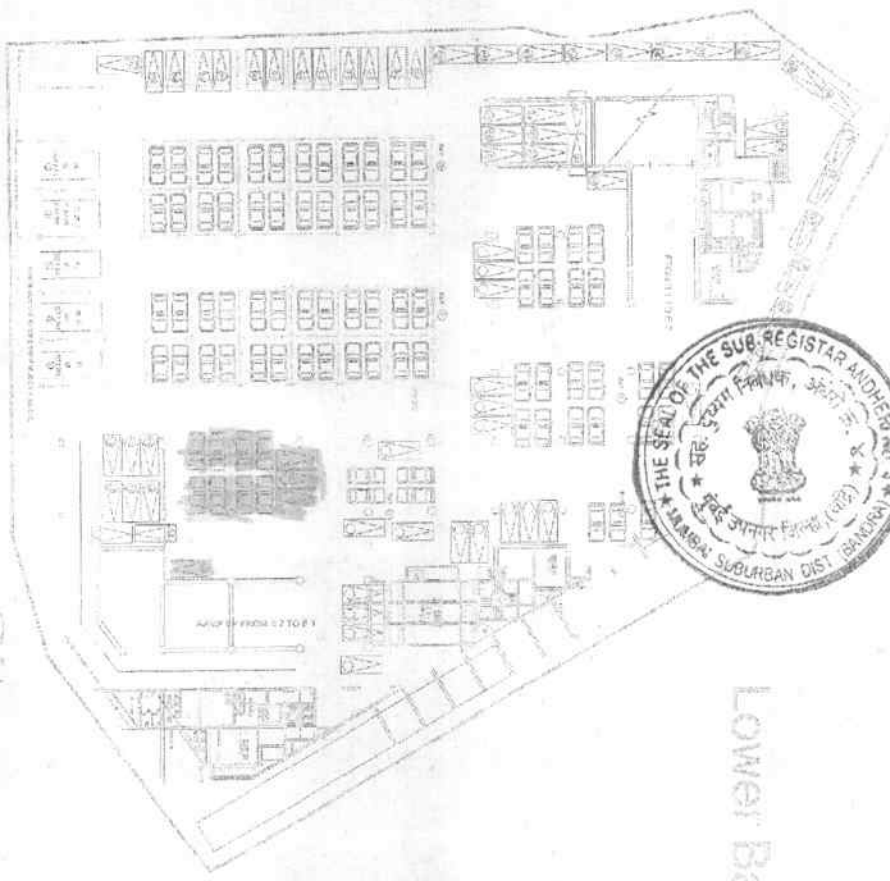
ANNEX - 'B'

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Parking Layout

Silver Utopia



Lower Basement

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