



महाराष्ट्र MAHARASHTRA

2016

Y 318271

5 AUG 2016

३५

अनु.क्र. दि. म.

पु.....रक्षक

दरलाना नकार ३.३.२०००

1112780

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिक्कावनीमि शार्दुल.....

10. 11. 2016

गुप्तकालीय कृत घणान्याचे नांव १७८६/२७

पता..... ३०.०५.२००१..... २१.१००३२४६

दसऱ्या पक्षकाजने नाने Adhvit Zodi

Topic:

हरप लयकाचि नाय व पत्ता ६५२

canale

~~SUBER~~
SANGIETAA LOKANDE

मुद्रांक विकत घेणाऱ्याची सही परवाना क्र. २२०११२४
मोबाज हॉटेल कम्पाऊंड बंगलार्ड रोड लो

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मद्रांक

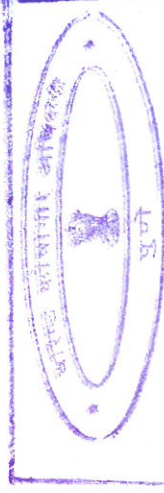
उपरा का वायुमंडल ६ माहान्यात वापरणे बधनकारक आहे

“The Owners” (which expression

The Owners, (which expression

28

2



17 AUG 2018

महाराज गुप्तसिंह
गुप्तसिंह प्रो. करि.



“The Owners”, (which expression shall unless it be repugnant to the context or

HIRE AGREEMENT

THIS AGREEMENT made at Mumbai this 5th day of August, 2016.

Between

1. **MR. BHAGWANDAS NARAINDAS MOTWANI (HUF)** by it's Karta PAN: **AAEHB 9627 C** SERVICE TAX CODE: **AAEHB 9627 CST 001** Age about 77 years, Occupation: Business.
2. **MR. KESHAV BHAGWANDAS MOTWANI (HUF)** by it's Karta PAN: **AAGHM 3737 C** SERVICE TAX CODE: **AAGHM 3737 CST 001** Age about 54 years, Occupation: Business.
3. **MR. MOHAN BHAGWANDAS MOTWANI (HUF)** by it's Karta PAN: **AAGHM 3604 Q** SERVICE TAX CODE: **AAGHM 3604 QST 001** Age about 52 years, Occupation: Business.
4. **MR. HARESHLAL BHAGWANDAS MOTWANI (HUF)** by it's Karta PAN: **AAGHM 3605 R** SERVICE TAX CODE: **AAGHM 3605 RST 001** Age about 50 years, Occupation: Business.
5. **MR. NAND BHAGWANDAS MOTWANI (HUF)** by it's Karta PAN: **AAFHM 5612 K** SERVICE TAX CODE: **AAFHM 5612 KSD 001** Age about 46 years, Occupation: Business. Having address: Narain Niwas, Dudh Naka, Ulhasnagar, District: Thane, State: Maharashtra. PIN: 421005 **MR. NAND BHAGWANDAS MOTWANI i.e. for himself and Power of Attorney Holder** for the Owners No. 1 to 4, Hereinafter collectively referred and called as the "The Owners", (which expression shall unless it be repugnant to the context or

meaning thereof deem to mean and include its successors and assigns) of the One Part.

AND

Antuit India Pvt Ltd, a company duly registered under the Indian Companies Act, 1956 having its registered office at **2nd Floor, 157/1, Corporate Block 1, Windmills Compound, EPIP Phase II, KIADB, Whitefield, Bangalore 560066**, hereinafter called "**The Hirer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the Other Part.

WHEREAS "**The Owners**" are in absolute possession of the fittings, fixtures, furniture, amenities, etc. (more fully described in **Annexure 1** attached hereto and hereinafter collectively referred to as "**The said Fixtures**") provided in the premises situated at **Office No. 309, 310 situated on Third floor totally admeasuring about 3500 Square Feet in built up and adjoining Terrace admeasuring about 1000 Square Feet in built up along with Three car parking space under the stilt and also along with Nine parking spaces of two wheeler situated at Bhamburda, Shivaji Nagar, Near Chatushringi abutting Senapati Bapat Marg, Pune and situate within the Registration District - Pune, Sub Registration District - Haveli, and within the local limits of Pune Municipal Corporation, Pune**, which premises have been taken on a leave and license basis by "**The Hirer**" from "**The Owners**" vide Leave and License Agreement dated 5th Aug 2016 (more fully described in the schedule attached to the aforesaid Agreement/Leave and License Agreement and hereinafter referred to as "**The Said Premises**").

AND WHEREAS pursuant to negotiations between them, "**The Owners**" have hired "**The said Fixtures**" to "**The Hirer**" with effect from **August, 2016** upon certain terms and conditions which the parties now desire to record by executing this agreement

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

1. This agreement is supplemental and co-terminus and co-extensive with afore recited Leave and License Agreement and shall run concurrently with the said Leave and License Agreement of even date however in case of earlier determination within the **Lock-in-period** of 5 (five) years "**The Hirer**" shall comply with the provisions of clause 6 of these presents state here in below.
2. The parties confirm that "**The said Fixtures**" have been provided by "**The Owners**" as per specifications, designs, layout as suggested by "**The Hirer**" on built to suit bases and "**The Owners**" have incurred and invested huge amount towards the same, "**The Hirer**" have approved the said Furniture and Fixture, designs, layout and have satisfied themselves with the furniture and fixture provided by "**The Owners**" the list of furniture and fixture provided by "**The Owners**" is annexed here with as **annexure I**.

3. "The Hirer" have hired the "The said Fixtures" from "The Owners" for a period of 60 months from 1st September, 2016 to 31st August, 2021 for the hire charges and upon the terms and conditions provided herein.

4. In consideration thereof "The Hirer" shall pay to "The Owners" service charges commencing from 1st September, 2016 without any deductions (except Income Tax deducted at source at the appropriate rate, if applicable) in advance on or before 10th day of each month.

5. The Service Charges referred to in Para 3 above shall be an amount of Rs.77,000/- (Rupees Seventy Seven Thousand Only) per month, (plus service tax as may be applicable) payable in advance on or before the 5th of every month.

The cheques towards the payment of the Service Charges and security deposit shall be drawn in favour of

Name	Proportionate share
MR. BHAGWANDAS NARAINDas MOTWANI (HUF)	20%
MR. KESHAVLAL alias KESHAV BHAGWANDAS MOTWANI (HUF)	20%
MR. MOHANLAL alias MOHAN BHAGWANDAS MOTWANI (HUF)	20%
MR. HARESHLAL BHAGWANDAS MOTWANI (HUF).	20%
MR. NAND BHAGWANDAS MOTWANI (HUF)	20%

6. It is expressly agreed between the Parties that this Hire Agreement shall not be terminated by either party for any reason whatsoever during the aforesaid Lock-in- Period of 60 months. In the event, "The Hirer" terminates this Agreement during the Lock-in- Period, then "The Owners" shall be entitled to receive the Service Charges for the balance unexpired Lock-in- Period from the "The Hirer".

7. The Said Service Charges shall be increased @ 5% on completion of every 12 months on the last payable monthly charges, from the Commencement Date.

8. "The Hirer" shall keep, maintain and use the appliances, furniture, fittings, etc. in a good and proper condition at its own cost, with reasonable care and caution, and shall keep them in a similar condition to which they were at the time of hiring, subject to normal wear and tear.

9. Unless the "The Hirer" sub-licenses as per Leave and License Agreement dated _____, upon the expiry or earlier termination of this agreement and subject to obtaining refund of the security deposit paid by "The Hirer" after adjusting all the dues, utility charges, Service Charges for unexpired lock-in-period or the balance thereof remaining with "The Owners" and any other amounts whatsoever then remaining due to it from "The Owners", "The Hirer" agrees to surrender possession of "The said Fixtures" to "The Owners".

10. "The Owners" hereby assures "The Hirer" and agrees as follows:

- a) That **"The Owners"** are in absolute possession of **"The said Fixtures"** and has the absolute and unencumbered right and power to hire **"The said Fixtures"** to **"The Hirer"** upon the terms and conditions agreed between the parties and herein recorded and that there is no legal impediment to such hire in favour of Hirer;
- b) That **"The Hirer"**, upon paying the hire charges and performing and observing the terms and conditions on its part to be performed, may peaceably hold and enjoy **"The said Fixtures"** during the term of this agreement without any interruption by or from **"The Owners"** or any person claiming under, through or in trust for **"The Owners"**;
- f) To keep **"The said Fixtures"** free from any charges or other encumbrances during the entire term of **5 years** so as not to affect the terms hereof.
- g) To keep indemnified **"The Hirer"**, its directors, officers, agents and employees from and against all or any claims, damages, costs and expenses arising from or related to this agreement and the hire of **"The said Fixtures"**, including any such claims, damages, costs and expenses arising or relating to any non-performance or breach of any law, rule, regulation, order, sanction, proceedings etc.

11. **"The Hirer"** shall pay to **"The Owners"**, an amount of **Rs. 4,62,000/- (Rupees Four Lacs Sixty Two Thousand only)**, receipt and satisfaction whereof shall be acknowledged by **"The Owners"**. After completion of **24 months and 48 months "The Hirer"** shall pay to the **"The Owners"** **Rs. 47,355/- and Rs. 52,209/-** respectively towards the **additional security deposit**. The said sum will be held by **"The Owners"** during the period of this agreement as a refundable interest free security deposit, to secure the due and faithful compliance by **"The Hirer"** of the terms and conditions of this agreement on its part to be performed. Forthwith upon expiry or earlier termination of this agreement, the said security deposit shall be returned by **"The Owners"** to **"The Hirer"**, after adjusting the outstanding dues, utility charges, Service Charges as per provision of **clause 6** of these presents. In the event of any delay in such repayment, **"The Owners"** will be liable to pay to **"The Hirer"** interest on the said deposit at the rate of **24% (Twenty Four percent)** per annum from the date of expiry/termination of this agreement till the date of actual payment. **"The Owners"** shall return the aforesaid amount by way of a Demand Draft drawn in favor of **"The Hirer"**. In addition to this, **"The Hirer"** shall also be entitled to retain possession and use of **"The said Fixtures"** without any obligation to pay hire charges or other amounts until it obtains a full refund of the security deposit as aforesaid.

12. This Service Agreement is executed in duplicate and each party shall retain one original for itself.

13. DISPUTE RESOLUTION


In the event of any dispute or difference arises between the parties hereto as to the interpretation of this Agreement or any covenants or conditions thereof or as to the rights, duties or liabilities of any party hereunder or as to any act, matter or thing arising out of or relating to or under this Agreement (even though the Agreement may have been terminated), the same may be resolved amicably by the parties. In the event the dispute is not resolved within a



period of 15 days, the same shall be referred to Courts in Mumbai, Maharashtra.

14. Jurisdiction:

Courts in Mumbai, Maharashtra alone shall have exclusive jurisdiction in all the matters of difference or disputes, if any, between the parties at any time.

Witness:




SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of Land bearing Survey No. 106A, Hissa No. 2A/7A corresponding CTS No. 2840 having area admeasuring 00 Hecter 61.99 Ares (i.e. 6,199 Sq. meters) situated at Bhamburda, Shivaji Nagar, Near Chatushringi abutting Senapati Bapat Marg, Pune and situate within the Registration District - Pune, Sub Registration District - Haveli, and within the local limits of Pune Municipal Corporation, Pune together with all right of way, easementary and other rights available to and appertaining the said land is bounded as follows :-

On or towards East	:	By Lobby and Main Entrance of building.
On or towards South	:	By Back Side portion of building.
On or towards West	:	By Office No. 312.
On or towards North	:	By Road adjoining to building.

SCHEDULE-II

(DESCRIPTION OF THE SAID OFFICES)

All that piece and parcel of Two commercial units i.e. Offices bearing No. 309, 310 situated on Third floor totally admeasuring about 3500 Square Feet in built up and adjoining Terrace admeasuring about 1000 Square Feet in built up along with Three car parking space under the stilt and also along with Nine parking spaces of two wheeler in the building which is known as "Pride Silicon Plaza" which has constructed on the said Land which is more particularly described in the Schedule I written herein above.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

"The Owners"

For

1) MR. BHAGWANDAS NARAINDas MOTWANI (HUF).
represented by it's Karta MR. BHAGWANDAS NARAINDas MOTWANI.

2) MR. KESHAV BHAGWANDAS MOTWANI (HUF).
represented by its Karta MR. KESHAV BHAGWANDAS MOTWANI.

3) MR. MOHAN BHAGWANDAS MOTWANI (HUF).
represented by it's Karta MR. MOHAN BHAGWANDAS MOTWANI.

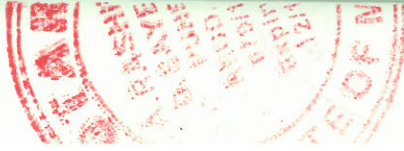
4) MR. HARESHLAL BHAGWANDAS MOTWANI (HUF).
represented by it's Karta MR. HARESHLAL BHAGWANDAS MOTWANI

5) MR. NAND BHAGWANDAS MOTWANI (HUF)
represented by it's Karta MR. NAND BHAGWANDAS MOTWANI)

(MR. NAND BHAGWANDAS MOTWANI
i.e. The Licensor No. 5 for himself and Power of
Attorney Holder for the Licensor No. 1 to 4)
(LICENSOR)



Handwritten signature in blue ink.

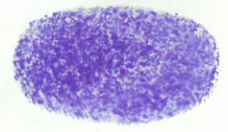


SIGNED AND DELIVERED BY THE WITHIN NAMED

HIRER

Antuit India Pvt Ltd,

Antuit



(Authorized Signatory)

In the presence of:

WITNESSES:

1. *KAZUAKA KUBER*
BANER PUNE 45
Kuber
2. *DEEP. V. PURONIT*
PUNE - 1
DP



ATTESTED BY

A. Rashid D. Sayed
A. Rashid D. Sayed
Notary, State of Maharashtra
PUNE

- 5 AUG 2016



Noted & Registered
At Sr. No. *9243/2016*