* checkmate Computer Pvt Ltd *

ADVOCATE

ADV.MAYUR BIDKAR

(B.COM, D.T.L, LL.B)

TITLE OF THE DOCUMENT : Leave & License Agreement

NAME OF THE PARTIES : chitrali prop. p. ltd & checkmate computers p. ltd.

SUB REGISTRAR OFFICE : Haveli. No. 22

DATE : 30/09/2022

DOCUMENT SERIL NUMBER : 16190/

Contact No : 9595161213

Office Address : Office No.09. Alekar Market, Near ICICI Bank Ganeshnagar, Opposite Gandhi Lawns, Erandwane, Pune – 411004.

Receipt (pave)

523/16190
Friday,September 30 ,2022
3:55 PM

पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn.:39M

पावती क्र.: 17309 दिनांक: 30/09/2022

गावाचे नाव: औंध
दस्तऐवजाचा अनुक्रमांक: हवल22-16190-2022
दस्तऐवजाचा प्रकार : 36-अ-लिव्ह अँड लायसन्सेस
सादर करणाऱ्याचे नाव: चिवाली प्रॉपर्टी प्रा.लि तर्फे अधिकृत अधिकारी पांडुरंग बाबुराव गोपाळे तर्फे नोंदणीसाठी क.ज.चे कु.मु म्हणून सुरज ऐलाणी

नोंदणी फी	रु. 1000.00
दस्त हाताळणी फी	रु. 1600.00
पृष्ठांची संख्या: 80	
एकूण:	रु. 2600.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:08 PM ह्या वेळेस मिळेल.

Jt.Sub Registrar Haveli 22

बाजार मुल्य: रु.600000 /-
मोबदला रु.106000/-
भरलेले मुद्रांक शुल्क : रु. 17000/-

सह. दुय्यम निबंधक वर्ग-२
हवेली क्र. २२, पुणे

1) देयकाचा प्रकार: DHC रक्कम: रु.1600/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2909202206946 दिनांक: 30/09/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.1000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006912822202223M दिनांक: 30/09/2022
बँकेचे नाव व पत्ता:

मुळ दस्त परत मिळाला

पक्षकारांची सही

Suraj O. Alani

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2909202206946	Date	29/09/2022
Received from Chitrali Properties Pvt Ltd, Mobile number 0000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office S.R. Haveli 1 of the District Pune.			
Payment Details			
Bank Name	sbiepay	Date	29/09/2022
Bank CIN	10004152022092906224	REF No.	202227218565321
This is computer generated receipt, hence no signature is required.			

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THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22 CITY PUNE

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CHALLAN

MTR Form Number-6

THE SUB REGISTRAR (CL-II) HAVELI-22, PUNE CITY PUNE

GRN	MH006912822202223M	BARCODE	Date	26/08/2022-10:32:44	Form ID 36A

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAACC7252M
Office Name	HVL13_HAVELI 13 JOINT SUB REGISTRAR	Full Name	CHITRALI PROPERTIES PVT LTD
Location	PUNE		
Year	2022-2023 One Time	Flat/Block No.	UNIT NO GFN 01 B S NO 169/1 SECTOR 1
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	17000.00	Road/Street	D P ROAD AUNDH
0030063301 Registration Fee	1000.00	Area/Locality	PUNE
		Town/City/District	
		PIN	4 1 1 0 0 7
		Remarks (If Any)	PAN2=AACCC6637N~SecondPartyName=CHECKMATE COMPUTERS PVT LTD~CA=60~Marketval=106000
Total	18,000.00	Amount In Words	Eighteen Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022083076610	CPABZLYFM4
Cheque/DD No.		Bank Date	RBI Date	30/08/2022-00:00:00	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		444 , 01/09/2022	

Department ID : Mobile No. : 9890644835

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

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THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22, PUNE CITY PUNE

THIS LEAVE AND LICENSE AGREEMENT ("**Agreement**") is made at **PUNE** on this 30th DAY OF September 2022.

BETWEEN

Chitrali Properties Pvt. Ltd., a company incorporated under the Companies Act 1956, having its registered office at 93/5A, Erandawane, Pune 411004, by its duly authorised signatory Mr. Pandurang Gopale hereinafter referred to as the "**Licensor/CPPL**" (which expression shall, unless it be contrary or repugnant to the context or meaning thereof, be deemed to mean and include its/their successors-in-title and assigns)

... of the **One Part**

AND

Checkmate Computers Pvt. Ltd., a company incorporated/ registered under the provisions of the Companies Act, 2013, having its registered office at No. 7, Sarojini Street, Ram Nagar, Coimbatore – 641009, Tamil Nadu represented by its duly authorised signatory Rohit T. Agarwal hereinafter referred to as the "**Licensee**"

... of the **Other Part**

WHEREAS :

A. Chitrali Properties Private Limited is the owner of an area admeasuring 16,997.60 sq.mtrs., Sector I out of Survey No. 169/1 corresponding to C.T.S. No. 2495 of village Aundh, Taluka Haveli, District Pune and situate within the Registration Sub-District of Haveli and Registration District of Pune, Taluka Pune and in the City of Pune (hereafter called or referred to as the "**Property**").

B. CPPL has constructed upon the Property, a commercial complex comprising of lower basement, upper basement, ground floor north, ground floor south, higher ground, first and second floors consisting of retail area/s, multiplex and food court/s and other units by the name of Nexus Westend

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune

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Mall, which includes the Licensed Premises (hereinafter referred to as the "**Shopping Mall**" or "**Mall**") and Sector I Balance Development.

C. The Property and the Shopping Mall has been constructed in accordance with plans sanctioned (and revised from time to time) by the Pune Municipal Corporation.

D. In view of the aforesaid circumstances, the Licensor is fully seized and possessed of or otherwise well and sufficiently entitled to the Licensed Premises.

E. The Licensee being in need of commercial premises for running its retail business under the brand name "HP" for the purpose of sale of laptops, desktops, printers and accessories of the HP brand ("**Permitted Business**"). The Licensee has approached the Licensor with a request to provide to use and occupy the unit No. GFN 01B located on the ground floor north of the Shopping Mall admeasuring 373 square feet carpet area and being 623 square feet of chargeable area (**"Licensed Premises"**) without grant or transfer of any estate, interest or tenancy or easement or creating any other right or interest of any nature, except the mere permissive user of the same which the Licensor has agreed to.

F. The Licensor has represented to the Licensee that the Licensor is entitled to grant a License in respect of the Licensed Premises as contemplated in this Agreement.

G. Believing the warranties, representations, confirmations and undertakings of the Licensee as recorded in this Agreement and pursuant to composite and complete negotiations concluded between the Licensor and the Licensee, the Licensor has agreed to permit the Licensee the use and occupy the Premises, on a leave and license basis, for the Term on the terms and conditions hereinafter stated.

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

1. **DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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1.1. **Definitions**

For the purposes of this Agreement, in addition to the terms defined in the introduction to this Agreement, wherever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

1.1.1. "**Agreement**" or "**this Agreement**" means this leave and license agreement read together with the Related Writing, and including all annexures and schedules annexed hereto or referred to herein, including any amendments made to this Agreement, and the annexures and schedules annexed hereto including the Fit Out Manual and the Building Operation Manual.

1.1.2. "**CAM Charges**" shall mean the fee/ charges payable by the Licensee to the Licensor/ Mall Management Agency for maintenance of the Mall and amenities / services listed in **Schedule 2** below, in the Common Areas of the Mall.

1.1.3. "**Common Areas**" shall mean those portions of the Shopping Mall and open areas not actually allocated and/or not intended to be allocated by the Licensor to a Licensee, and intended for the common and/or or joint use and benefit of patrons, users, and licensees/ lessees of the Shopping Mall, their officers, employees, agents, visitors and others and shall include but not be limited to all courtyards, parking areas, access roads, driveways, utility building, all entrances and exits, atriums, lobbies, exhibition/kiosk areas, galleries, landscaped areas, service roads, loading bays, pedestrian walkways, pavements, stairs, fire exits (including fire corridor), service corridors, escalators, lifts, first aid stations and toilets, baby-care and restroom areas, mall management office. Mere grant of any license, permission or authorization by the Licensor/ Mall Management Agency from time to time under any arrangement to any persons to conduct their promotional campaigns or any other activities in the Common Areas or any portion thereof, whether for consideration or otherwise, shall not be construed as such areas not being Common Areas for any purpose of this Agreement.

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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1.1.4. **"Deposit"** shall have the meaning ascribed to it in Clause 7.1 of this Agreement, and shall also include the CAM Deposit, if any.

1.1.5. **"Extended Business Hours"** shall have the meaning ascribed to it in Clause 11.3 of this Agreement.

1.1.6. **"Fit-out Period"** shall mean a period of 45 days from the License Commencement Date.

1.1.7. **"Fixed License Fees"** shall have the meaning ascribed to it in Clause 6.1(i) of this Agreement

1.1.8. **"Fit Out Manual"** and **"Building Operational Manual"** means handbook of terms and conditions applicable to all licensees / users operating in the Shopping Mall under any arrangement whatsoever, which also provides the Licensee with the criteria and guidelines necessary to be followed by the Licensee in respect of the Licensed Premises (including for the interior/fit-out design of the Licensed Premises), and these may be amended from time to time.

1.1.9. **"Force Majeure"** shall mean the damage or destruction of the Licensed Premises on account of earthquake, flood, cyclone, fire (not caused due to any act or omission of the Licensee, its agents, employees, servants, contractors etc.), war, terrorist attacks or riot, and as a result of which the Licensed Premises cannot be occupied for a continuous period of 30 (thirty) days.

1.1.10. **"Goods"** shall have the meaning ascribed to it in Clause 21.1(ii) of this Agreement.

1.1.11. **"Intellectual Property"** shall mean and include ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets, trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, works of authorship, drawings, books, papers, models, sketches, formulas, teaching techniques, proprietary techniques, research projects, other confidential and proprietary information, databases, data, documents, instruction manuals,

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chiraii Properties Pvt. Ltd. Pune-4

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records, memoranda, notes, user guides, in either printed or machine-readable form, whether or not copyright, patent, trademark in relation thereto are registered/ capable of being registered under applicable laws.

1.1.12. "**Interior Works**" shall have the meaning ascribed to it in Clause 4.1 of this Agreement.

1.1.13. "**Interior Works Approvals**" shall have the meaning ascribed to it in Clause 4.9 of this Agreement.

1.1.14. "**License**" shall mean the limited and temporary license granted by the Licensor to the Licensee to use and occupy the Licensed Premises in terms hereof.

1.1.15. "**License Commencement Date**" shall mean 20 July 2022.

1.1.16. "**Licensee**" shall have the meaning ascribed to it in the title clause of this Agreement.

1.1.17. "**Licensee's Employees**" shall have the meaning ascribed to it in Clause 12(i) of this Agreement.

1.1.18. "**License Fee**" shall collectively mean the Fixed License Fees and the Variable License Fees, wherever the context may so require, unless individually referred to.

1.1.19. "**License Fee Commencement Date**" shall mean the earlier of (i) 3 September 2022 or (ii) commencement of commercial operations from the Licensed Premises.

1.1.20. "**Licensed Premises**" shall have the meaning ascribed to it in Recital E of this Agreement and is delineated in red on the plan annexed herewith at **Schedule 1** below.

1.1.21. "**Licensor**" or "**CPPL**" shall have the meaning ascribed to it in the title clause of this Agreement.

1.1.22. "**Lock-in Period**" shall be for a period of 24 months from the License Commencement Date.

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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1.1.23. "**Mall Management Agency**" shall mean any agency/ persons/ set of persons, which may include the Licensor or any third party agency appointed by the Licensor for overseeing and managing certain or all operations of the Shopping Mall and who will act as agents/ representatives of the Licensor.

1.1.24. **"Net Sales"** shall mean and include all revenue generated from:

(i) all sales of merchandise / products / goods / services effected by the Licensee in, at and from the Licensed Premises net of the amount of discounts, all taxes including Goods and Services Tax (input credit availed on merchandise by the Licensee on account of GST shall be adjusted) sales tax, additional sales tax, turnover tax, value added tax or any other levy, by whatever name called, imposed by any State / Central Government, Municipal or other local / public authorities on sales in, at or from the Licensed Premises, whether recovered from the customer or not and the price of all merchandise / products / goods returned by customer against exchange, provided that the sale price of such returned merchandise / products / goods shall have been previously included in sales and provided that the sale price of the merchandise / products / goods delivered to the customer in exchange is included in the "Net Sales".

(ii) the orders for which originate at or are received or accepted or recorded by the Licensee in the Licensed Premises but delivery or performance thereof is made from or at any place other than Licensed Premises, or vice versa;

(iii) where payment is made online and the delivery or performance thereof is made from the Licensed Premises;

(iv) made or rendered by means of mechanical, electronic or other devices in the Licensed Premises;

(v) made or rendered as a result of transactions originating upon the Licensed Premises;

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chikali Properties Pvt. Ltd. Pune-4

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(vi) made or rendered as a result of transactions effected through delivery of goods/services from the Licensed Premises;

(vii) which the Licensee in the normal or customary course of its business would credit or attribute to the Licensee's business upon the Licensed Premises or part or parts thereof;

(viii) and all monies or other things of value received by the Licensee from the Licensee's business in or on the Licensed Premises and sales not included in the foregoing but made or performed in such manner as to deprive the Licensor of the benefit thereof.

(ix) The term "Net Sales" shall not include the value of Gift Vouchers that may be issued at and from the Licensed Premises but would include the value of Gift Vouchers redeemed at the Licensed Premises or otherwise and including (but without limiting the generality of the foregoing) all sales and services.

1.1.25. "**Ordinary Business Hours**" shall have the meaning ascribed to it in Clause 11.2 of this Agreement.

1.1.26. "**Party**" shall mean either the Licensor or the Licensee and "**Parties**" shall mean both the Licensor and the Licensee.

1.1.27. "**Permitted Business**" shall have the meaning ascribed to it in Recital E of this Agreement.

1.1.28. "**Permitted Deductions**" shall have the meaning ascribed to it in Clause 7.6 of this Agreement.

1.1.29. "**Property**" shall have the meaning ascribed to it in Recital A of this Agreement.

1.1.30. "**Related Writing**" shall have the meaning ascribed to it in Clause 15.34 of this Agreement.

1.1.31. "**Variable License Fee**" shall have the meaning ascribed to it in Clause 6.1(ii) of this Agreement.

For CHECKMATE COMPUTERS PVT LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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1.1.32. "**Sector I Balance Development**" means all the construction carried out and to be carried out other than the Shopping Mall, which would include *inter-alia* hotel, residences and any other construction at the sole discretion of the Licensor/CPPL.

1.1.33. "**Shopping Mall**" or "**Mall**" shall have the meaning ascribed to it in Recital B of this Agreement.

1.1.34. "**Term**" shall have the meaning ascribed to it in Clause 2.2 of this Agreement.

1.1.35. "**Utility Bill**" shall have the meaning ascribed to it in Clause 8.2 of this Agreement.

1.1.36. "**Utility Charges**" shall have the meaning ascribed to it in Clause 8.1 of this Agreement.

1.1.37. "**Withheld Deposit**" shall have the meaning ascribed to it in Clause 7.7 of this Agreement.

1.2. **Interpretation :**

In this Agreement,

(i) The descriptive headings of Sections/ Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement.

(ii) The recitals, annexure, schedules and appendices form part of the Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, schedules and appendices to it. Any references to Clauses and Schedules are references to Clauses of and Schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.

(iii) Any references to this Agreement or any other document shall be construed as references to this Agreement or that other document as

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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amended, varied, novated, supplemented or replaced from time to time.

2. **LICENSE TERM:**

2.1. Subject to and upon the terms and conditions recorded and contained in this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts from the Licensor a license to use and occupy the Licensed Premises.

It is clarified that the carpet area and the chargeable area of the Licensed Premises have been arrived at after a joint measurement of the same by the Parties with the carpet area being the total floor area of the Licensed Premises less external (peripheral) walls and cutouts/ducts. The chargeable area is calculated as the carpet area + 67% of the carpet area of the Licensed Premises.

2.2. The Licensee shall use and occupy the Licensed Premises on and from the License Commencement Date (i.e. from 20 July 2022) and shall continue thereafter for a period of 60 (sixty) months therefrom (i.e. till 19 July 2027) or until determined as hereinafter provided (hereinafter referred to as the "**Term**").

2.3. The License Fee Commencement Date shall not be extended for the reason that the Licensee is not ready/ willing to commence commercial operations therein.

2.4. In the event that commercial operations from the Licensed Premises do not commence within 30 days of the License Fee Commencement Date, the Licensor shall have the right to, at its discretion either (i) terminate this Agreement, without giving any notice to the Licensee and/or (ii) require the Licensee to shift to another premises within the Mall, at the Licensee's cost and/or (iii) be entitled to charge an additional interim license fee of Rs. 3,500/- (Rupees Three Thousand Five Hundred only) from the Licensee for every day of delay, which the Licensee accepts and considers reasonable. It is agreed and clarified that notwithstanding whether the Licensee neglects to commence / continue business operations and whether the Licensee elects

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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not to use the Licensed Premises, the Licensee shall nevertheless continue to be liable to make payment of the monthly License Fee.

2.5. Subject to Clause 20, neither Party shall be permitted to terminate this Agreement during the Lock-in Period. It is further clarified that that in addition to the Lock-in Period, the Licensee shall not be permitted to terminate this Agreement from the date of execution hereof till the License Commencement Date and thereafter for the entire Lock-in Period.

2.6. The License herein shall only be for use of the Licensed Premises exclusively for the Permitted Business and for no other purposes or objects and in strict accordance with the provisions of this Agreement and that such use by the Licensee is an integral and vital part of the mall concept as the Permitted Business forms a part of the pre-determined mix of businesses, facilities and services available to customers and patrons visiting the Shopping Mall.

2.7. The Licensee shall not display, market and/or sell in or from the Licensed Premises any products/ goods other than as specified in the statement annexed hereto at **Schedule 3** below.

2.8. The Licensee shall not, without the prior written consent of the Licensor, change the Permitted Business and/or the brand name under which it is operating from the Licensed Premises, which consent shall be granted at the Licensor's sole discretion.

3. STATE CONDITION OF THE LICENSED PREMISES AT THE TIME OF HANDOVER:

3.1. The Licensed Premises shall be handed over by the Licensor to the Licensee under this License, in a bare shell condition, after which the Licensee shall carry out and undertake to carry out at the Licensee's sole cost and liability, the entire interior decoration and internal fit-out works within the Licensed Premises in strict accordance with the Fit Out Manual and the Building Operation Manual.

3.2. The Licensor has also provided high-side HVAC for the Licensed Premises for which the Licensee hereby agrees to bear and pay a monthly charge @

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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Rs. 7.5 per square foot on the chargeable area of the Licensed Premises alongwith the applicable taxes.

3.3. For utilizing the HVAC facility as stated above, the Licensee shall bear and pay the HVAC charges for the Licensed Premises on a pro-rata basis, in addition to the CAM Charges, electricity charges and back-up power charges. Such HVAC charges may be escalated from time to time by the Licensor in a transparent manner, based upon the input costs of running and maintaining the HVAC system and all such revisions by the Licensor shall be binding on the Licensee.

3.4. The Licensor has, to the satisfaction of the Licensee provided the following:

(i) Plastered partition walls/ dry walls;

(ii) Main single point electrical connection;

(iii) Fibre optic cable and termination boxes (required for television, data and telephone)

(iv) Chilled water pipeline (single point) from the central chiller plant to the AHU of the Licensed Premises;

(v) Fire alarm system and public address system;

(vi) Fire fighting sprinkler system above the ceiling work and a hook up point below the ceiling for the Licensed Premises.

3.5. The Licensee shall at its own costs and expense maintain the Licensed Premises and the Licensor shall not be responsible or liable in any manner whatsoever for the same, except as may be expressly mentioned otherwise in this Agreement. The Licensee shall be entitled to paint the Licensed Premises internally and also to install in the Licensed Premises all/any electric appliances, other fittings and fixtures including racks, shelves or partitions of a nonpermanent and non-structural nature, water, telephone, electric, communication and other equipment's, cables, fixtures, fittings, lights, fans and all other conveniences required by Licensee for or in connection with the proper and full use, occupation and enjoyment of the Licensed Premises. The Licensee shall be entitled at any time during the

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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continuation of the License and upon its expiry or earlier revocation or termination to remove at its cost and expense all or any of the foregoing without causing any damage to the Licensed Premises.

4. **FIT OUTS WITHIN THE LICENSED PREMISES**

4.1. The Licensee shall, at its own cost, commence and complete the necessary internal fit out works ("**Interior Works**") within the Licensed Premises during the Fit-out Period.

4.2. While no License Fees would be payable during the Fit-out Period, CAM Charges and Utility Charges including charges towards utilities consumed for the Licensed Premises such as electricity, water etc., shall be payable by the Licensee from the License Commencement Date itself.

4.3. The Fit-out Period shall not be extended for the reasons that the Licensee is not ready/ willing to take over occupation of the Licensed Premises for carrying out the Interior Works.

4.4. In the event that the Licensee fails to take over occupation of the Licensed Premises as prescribed above, the Licensor shall have the right to charge an additional interim license fee of Rs. 3,500 (Rupees three thousand five hundred only) from the Licensee for every day of delay, which the Licensee accepts and considers reasonable, without extension of the Fit-out Period.

4.5. The Licensee shall, within 7 days from the License Commencement Date:

(i) provide to the Licensor the design, lay-out and materials proposed to be deployed in connecting to and in the Licensed Premises all mechanical, electrical, and communication systems from common junction/ distribution points, to ensure compatibility with electrical, plumbing and drainage systems, public address systems, security systems and the building automation system installed by the Licensor in respect of the Shopping Mall, and for ensuring statutory and regulatory compliances.

(ii) in accordance with the format/guidelines contained in the Fit-out Manual, furnish to the Licensor detailed information in respect of the Interior Works including plans, drawings and designs, layouts

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etc. The Licensor shall be entitled to approve, or disapprove, or stipulate any conditions or recommendations, in respect thereof. Based on such approval, the Licensee shall carry out the Interior Works.

4.6. The Licensee is bound to complete the Interior Works within the Fit-out Period. In the event that the Licensee fails to complete the Interior Works within the Fit-out Period, the Licensor shall have the right to charge an additional interim license fee of Rs. 5,000 (Rupees five thousand only) from the Licensee for every day of delay, which the Licensee accepts and considers reasonable.

4.7. The Licensee undertakes to complete the Interior Works in strict accordance with the Fit-out Manual and the Building Operations Manual and all circulars/notifications in respect thereof issued from time to time by the Licensor (all of which shall automatically constitute and form a part of the Fit-out Manual).

4.8. Without prejudice to the foregoing, the Licensee agrees and accepts that:

(i) The Interior Works shall always be consistent with the interior and aesthetics of the Shopping Mall;

(ii) No Interior Works of a permanent or structural nature and/or which affect the structural stability and/or structural members of the Shopping Mall and/or consume any floor space index (which shall always belong to the Licensor alone) and/or any infrastructure, common areas, amenities and facilities, shall be permitted;

(iii) The slab is designed to take the load of 750 kgs/square meter on a uniform distribution basis whereby the Licensee shall ensure that no portion of the Licensed Premises is subjected to superimposed load in excess of its aforesaid designed load and that nothing is done in the Licensed Premises whereby any floor below or above the Licensed Premises is damaged.

(iv) The Licensee shall provide the Licensor a reflected ceiling plan (as built) prior to start of false ceiling work. The Licensor is entitled to

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inspect the Licensed Premises and indicate suitable modifications where necessary which the Licensee undertakes to comply with.

(v) The front and side elevation of the Licensed Premises shall be in consonance with the theme of the Shopping Mall and shall be undertaken after the Licensee takes a mutual approval of the size, design and commercials agreed with the Licensor.

4.9. If any permissions, sanctions, approvals, licenses, NOCs, etc. are required to be obtained from the PMC and/or any concerned authorities in respect of the Interior Works (hereinafter referred to as the "**Interior Works Approvals**") the Licensee shall, subject to receipt of prior written permission of the Licensor expressly allowing the Licensee to apply for and obtain the Interior Works Approvals, be bound and liable to obtain the same at the Licensee's costs. The Licensor shall, if required, issue no objection/consent letters to the PMC and concerned authorities in respect of the Interior Works Approvals, but with no liability whatsoever of the Licensor.

4.10. The Licensee shall engage the services of reputed/established interior decorators/architects and licensed contractors in respect of the planning and execution of the Interior Works so that the same are undertaken in a competent manner and are consistent with the high quality construction and materials used in, and the design and aesthetics of, the Shopping Mall.

4.11. In the event the Licensee fails or neglects to do so and/or if the Licensor is of the opinion that the Interior Works will not be competently undertaken, then the Licensor shall have the option to direct the Licensee to appoint an interior decorator/architect and/or licensed contractor of the Licensor's choice and the Licensee shall engage/appoint such interior decorator/ architect and shall bear and pay all fees, costs, charges and expenses in respect thereof.

4.12. The Interior Works shall be undertaken only during specified timings as may be stipulated from time to time (in writing) by the Licensor and shall be undertaken in the Licensed Premises alone and no other part of the Shopping Mall, so as not to affect other areas and premises in the Shopping

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Mall and so as not to cause any nuisance or annoyance to the Licensor, the other users of the Shopping Mall and customers and patrons of the Shopping Mall. No construction materials, equipment, or tools, shall be stored or kept in any common areas of the Shopping Mall or outside the Licensed Premises.

4.13. The Licensee shall extend within the Licensed Premises, the fire alarm system and public address system installed by the Licensor in the Shopping Mall by using the services of the Licensor's contractors. In case the Licensor provides the same directly, the Licensee hereby agrees to bear and pay the necessary one time charges @ Rs. 29/- per sq.ft. on the chargeable area of the Licensed Premises alongwith the applicable taxes.

4.14. On completion of the Interior Works, the Licensee shall intimate the same to the Licensor in writing. The Licensor may, at its discretion, undertake inspection of the Licensed Premises/Interior Works from time to time to ascertain the Licensee's compliance of the terms and provisions of this Agreement. If it is found that the Interior Works are not as per standard as specified in the Fit-out Manual, the Licensor shall be at liberty to direct the Licensee to make appropriate changes. However, this shall not extend the Fit-out Period.

4.15. Once the Interior Works are completed to the satisfaction of the Licensor, the Licensor shall issue a written confirmation of the same, and only then shall the Licensee be permitted to commence commercial operations from the Licensed Premises.

4.16. If it is found that any loss or damage has been caused to the Licensed Premises and/or the Shopping Mall by virtue of the Interior Works and/or by virtue of any act, omission, or negligence and/or breach, default, non-observance or non-compliance, by the Licensee, of the terms and provisions of this Agreement, including the Fit-out Manual, the Licensee shall make good the same at the Licensee's sole cost to the satisfaction of the Licensor or, if directed by the Licensor, the Licensee shall reimburse to the Licensor all costs incurred in repairing and/or re-instating the Licensed Premises and/or the Shopping Mall and all administrative and related costs incurred by the Licensor in that regard. The Licensee shall make such re-

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imbursement no later than fifteen days from a demand made (in writing) by the Licensor detailing the loss or damage caused to the Licensed Premises and/or the Shopping Mall.

4.17. The Licensee shall ensure that the Licensed Premises and the right, title and interest of the Licensor therein is not encumbered or jeopardized and does not become the subject matter of any litigation and/or claim or demand on account of any act or omission on the part of the Licensee and/or on account of the Interior Works.

4.18. The Licensee shall take all necessary safety measures as usually required for carrying out the Interior Works.

4.19. If, at any time during the Term, it is found that the Interior Works are not as per standard as specified in the Fit Out Manual, the Licensor shall be at liberty to direct the Licensee to make appropriate changes, at the Licensee's costs, which the Licensee shall adhere to and carry out within 7 days from such intimation, to the satisfaction of the Licensor.

4.20. The Licensor may, at its discretion, any time during the Term, undertake inspection of the Licensed Premises and its Interior Works, from time to time, to ascertain the Licensee's compliance of this Agreement.

5. **SIGNAGE:**

No signage shall be installed in or upon any part of the Shopping Mall other than specific signage at the entrance to the Licensed Premises, as approved by the Licensor, prior to the License Commencement Date which approval shall encompass, *inter alia*, all matters related to size, placement and materials.

6. **LICENSE FEES/ COMPENSATION:**

6.1. In consideration of the license granted in respect of the Licensed Premises, the Licensee shall bear and pay to the Licensor on and from the License Fee Commencement Date and thereafter during the entire Term, without any delay, demur and default and without any deduction whatsoever (save the deduction of income-tax at source in accordance with the applicable

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provisions of the Income Tax Act, 1961) the following License Fees or compensation that is the higher of:

(i) minimum guaranteed (fixed) license fees or compensation of Rs. 1,00,000 per month, which shall be paid by the Licensee to the Licensor monthly in advance no later than the tenth (10th) day of the calendar month for which the same is due and payable (hereinafter referred to as the "**Fixed License Fees**").

OR

(ii) Variable license fees or compensation of 2.5% of the Net Sales of the Licensee in respect of the Licensed Premises, which shall be reconciled on a monthly basis and paid by the Licensee to the Licensor monthly in arrears no later than the tenth (10th) day of the calendar month immediately succeeding the month for which the Variable License Fees are due and payable (hereinafter referred to as the "**Variable License Fees**").

6.2. The License Fees shall be chargeable and payable throughout the Term and until the Licensee vacates and hands over occupation of the Licensed Premises to the Licensor in accordance with this Agreement.

6.3. Reporting of Net Sales:

6.3.1. Daily: The Licensee shall submit to the Licensor a daily revenue report, in the format as may be mutually agreed between the Parties, of the daily Net Sales from or out of the Licensed Premises. The same shall be submitted by the Licensee to the Licensor on or before 2 pm on the next day. This daily revenue report shall be authenticated by an authorized representative of the Licensee.

6.3.2. Monthly: The Licensee shall submit to the Licensor a monthly revenue report, in the format as may be mutually agreed between the Parties, of the monthly Net Sales from or out of the Licensed Premises during that month. The same shall be submitted by the Licensee to the Licensor within 7 days of the succeeding month.

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This monthly sales report shall be authenticated by the regular chartered accountant of the Licensee.

6.3.3. Quarterly: The Licensee shall submit to the Licensor a quarterly revenue report, in the format as may be mutually agreed between the Parties, of the quarterly Net Sales from or out of the Licensed Premises during that financial quarter. The same shall be submitted by the Licensee to the Licensor within 7 days from the end of that financial quarter. This quarterly revenue report shall be authenticated by the regular chartered accountant of the Licensee.

6.3.4. Annually: The Licensee shall submit to the Licensor an annual revenue report, in the format as may be mutually agreed between the Parties, of the annual Net Sales from or out of the Licensed Premises during that financial year. The same shall be submitted by the Licensee to the Licensor within 60 days from the end of that financial year i.e. on or before 31st May of that year. This annual revenue report shall be authenticated by an independent auditor of the Licensee.

6.3.5. Notwithstanding and in addition to what is stated above, in case of termination/ expiry of this Agreement any time prior to completion of a financial year, the Licensee shall be required to submit an audited statement of the Net Sales from or out of the Licensed Premises from April 1 of that financial year to the date of termination.

6.3.6. The Licensor shall be entitled to call for reasonable clarifications and/or supporting records in respect of the aforesaid revenue and the Licensee agrees and undertakes to provide the same no later than seven days from the issuance of a written request from the Licensor.

6.4. In order to ensure accuracy in calculation of the Net Sales as well as provide accurate reports as above, the Licensee undertakes to:

(i) install & use, at its own cost, a robust POS (point of sale) system.

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(ii) ensure that the POS system is capable to support and upload the sales data of a particular day in the format specified by the Licensor.

(iii) provide to the Licensor all details of the software supplier, the software solution including POS and back-end package being used and hereby gives irrevocable consent to the Licensor to appoint a software consultant to implement the process of tracking accurate sales data through a free and uninterrupted end of day reporting from Licensee's POS or its servers.

(iv) not interfere with or otherwise take steps to, in any manner, alter its system or interface so as to impact the sanctity or distort the accuracy of the data.

(v) bear all the costs to upgrade its POS, if required, and from time to time, so as to ensure continuous flow of accurate data to the Licensor.

6.5. At any time during the Term, the Licensor shall prior to 7 (seven) day written notice, be permitted to conduct an audit of the accounts maintained by the Licensee with respect to the Net Sales from the Licensed Premises. The Licensee shall fully cooperate with the Licensor and/or the Licensor's auditors during the time, and shall share all the necessary data/ records, requested for by the Licensor and/or the Licensor's auditors in order to determine accurate Net Sales generated from the Licensed Premises. In the event that such audit shows that the Net Sales is higher than that which is disclosed by the Licensee or that there are dues payable by the Licensee to the Licensor, the Licensee shall, within 7 days of making such demand, pay to the Licensor all outstanding payment, along with interest @ 18% per annum from the date due till full and final realization thereof. In such event the Licensee shall also be liable to pay for the entire costs of such audit conducted by the Licensor.

6.6. With respect to the License Fees, the Licensee hereby irrevocably agrees and confirms that:

(i) the License Fees are fair and reasonable contractual license fees or compensation in respect of the License granted herein of the

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partnership, or agency, or any other like relationship, the Agreement herein being a mere leave and license.

6.7. It is clarified that the first and last payments of the Fixed License Fees shall be calculated as follows:

(i) First Payment – Proportionate Fixed License Fees calculated from the License Fee Commencement Date upto the end of the same calendar month in which the License Fee Commencement Date occurs.

(ii) Last Payment – Proportionate Fixed License Fees calculated from the first day of the last month of the Term, upto the date of expiry, or termination, or earlier determination, of the License, or until the Licensee has vacated and handed over vacant and peaceful occupation of the Licensed Premises to the Licensor in accordance with this Agreement and the Licensee has fully complied with, performed and fulfilled all its obligations under this Agreement, whichever is later.

6.8. The Fixed License Fees shall be escalated by 15%, on the last paid Fixed License Fees, every 36 months from the License Commencement Date.

6.9. The Licensee shall pay the License Fees and all other charges/ dues under this Agreement to the Licensor either by way of an account payee cheque in favour of "**Chitrali Properties Private Limited**" or through direct NEFT/ RTGS transfer to an account nominated by Licensor from time to time.

7. **DEPOSIT:**

7.1. The Licensee, for due observance, performance and compliance of the terms and conditions of this Agreement, shall deposit/ has deposited and shall keep deposited with the Licensor for the entire Term, the sum of Rs. 6,00,000 as and by way of an interest-free refundable security deposit (hereinafter referred to as the "**Deposit**"). Additionally, the Licensee has agreed to deposit one month CAM Charges as and by way of CAM Deposit,

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to be paid to the Licensee prior to commencement of commercial operations from the Licensed Premises.

7.2. The Deposit has been paid/ shall be paid in the following manner (all cheques subject to realization):

(i) Rs. 3,00,000 (Rupees three lakhs only) vide cheque/ demand draft dated _____, bearing no. _____ drawn on _____ bank paid on execution of the letter of intent/ term sheet dated 24 June 2022.

(ii) Rs. 3,00,000 (Rupees three lakhs only) vide cheque/ demand draft dated _____, bearing no. _____ drawn on _____ bank paid on execution of this Agreement.

7.3. The Licensee shall further pay an electricity deposit of Rs.35,000/- (Rupees thirty five thousand) to the Licensor. It is clarified that as on the License Commencement Date, the Licensee is required to pay the entire Deposit to the Licensor. The Licensee shall not be permitted to commence commercial operations from the Licensed Premises unless the Licensee has fully paid the Deposit to the Licensor.

7.4. The Deposit (unless otherwise provided in this Agreement), shall be refunded by the Licensor to the Licensee (less the Permitted Deductions) after the expiry, or termination, or earlier determination, of this License, subject to the Licensee (i) having fully vacated and handed over peaceful occupation of the Licensed Premises to the Licensor, (ii) reconciling and making payment of all amounts payable under this Agreement and (iii) having observed, performed, complied with and fulfilled all its obligations under this Agreement.

7.5. The Licensor shall always be fully and freely entitled and at liberty to adjust and appropriate the Deposit, towards any outstanding License Fees, CAM Charges, and/or any other amounts, charges and liabilities payable by the Licensee under this Agreement. In such a case, the Licensee shall top-up the Deposit to its/their original level no later than seven days from a demand being made by the Licensor.

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However, it is clarified that the Licensee shall not be permitted to adjust the Deposit against any charges/ fees payable to the Licensee under this Agreement.

7.6. It is clarified and agreed between the Parties that the in the event of any unpaid dues, liabilities, damage to the Licensed Premises and for any other charges payable by the Licensee under this Agreement, which remain unpaid, the Licensor shall be permitted to deduct such amounts from the Deposit as may be necessary ("**Permitted Deductions**"), and only then refund the balance to the Licensee. The Licensee shall not challenge the Permitted Deductions made by the Licensor. It is agreed by the Parties that on expiry or sooner termination of this Agreement, in the event that the Deposit amount falls insufficient to cover the Permitted Deductions, then in such event the Licensee shall pay the differential amount (amount payable after adjusting the entire amount of the Deposit) to the Licensor within a period of 15 (fifteen) days from the date of receipt by the Licensee of a written intimation to such effect, failing which the Licensee shall be liable to pay interest at the rate of 18% per annum on such outstanding amount up until actual realisation thereof along with interest.

7.7. It is hereby agreed that at the time the Licensor is required to refund the Deposit to the Licensee under the terms and provisions of this Agreement, the Licensor shall be entitled and at liberty to deduct and retain (after deducting the Permitted Deductions) 50% of the balance Deposit (hereinafter collectively referred to as the "**Withheld Deposit**").

7.8. The Licensor shall retain the Withheld Deposit (free of interest thereon) until the Licensee has duly paid all the charges/liabilities (in full) and produced proof of payment thereof/the paid bills to the Licensor, whereupon the Licensor shall refund the Withheld Deposit after making further Permitted Deductions to the Licensee (without any interest thereon).

7.9. If upon the expiry or sooner determination of this License, the Licensee has vacated and handed over occupation of the Licensed Premises to the Licensor in accordance with this Agreement and the Licensee has fully complied with, performed and fulfilled all its obligations under this Agreement and the Licensor being required to refund the Deposit to the

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Licensee (less the Permitted Deductions), fails or neglects to refund same or any part thereof, then (and only in such case) the Licensor shall be liable to refund the Deposit, or such unpaid part thereof (as the case may be) to the Licensee together with interest thereon @ eighteen per-cent (18%) per annum (less the Permitted Deductions), calculated from the date the Licensee has fully vacated the Licensed Premises and handed over occupation thereof to the Licensor and has fully complied with all its obligations under this Agreement, till receipt by the Licensee of the Deposit, or such unpaid part thereof (as the case may be).

7.10. The Deposit shall be proportionately enhanced/ escalated with the License Fees and enhanced amount shall be payable to the Licensor within 7 days of completion of 36 months from the License Commencement Date.

8. **COMMON AREA MAINTENANCE CHARGES AND OTHER CHARGES:**

8.1. On and from the License Commencement Date, and until the Licensee fully vacates and hands over occupation of the Licensed Premises to the Licensor in accordance with this Agreement, the Licensee shall bear and pay the following charges (in addition to the License Fees) all liabilities/charges (at actuals) in respect of the utilities, amenities and facilities (including, but not limited to, charges for electricity, cable television, internet, telephone etc.) availed of and consumed by the Licensee specifically in respect of the Licensed Premises (hereinafter collectively referred to as "**Utility Charges**").

8.2. The Licensor shall raise monthly bills upon the Licensee in respect of all Utility Charges (hereinafter referred to as the "**Utility Bill**") which shall specify the Utility Charges for each utility as well as the taxes/impositions thereon. The Licensee shall make full payment of the Utility Charges no later than seven (7) days from date of the Utility Bill.

8.3. The Licensor shall, in the name of an on behalf of the Licensee, obtain an independent electrical connection of _____ KVA from the MSEDCL. All deposits and charges for the same are to be borne by the Licensee alone.

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The Licensee would cooperate with and assist the Licensor in obtaining such connection, as may be reasonably required.

8.4. The Licensor shall provide back-up power supply at the Mall. Back-up power shall be supplied to the Licensed Premises upon the main power being shut off either due to a power cut or outage or load shedding or technical failure or for any other reason whatsoever. The day-to-day back-up power consumption charges of the Licensed Premises shall be metered by dual source energy meters (which will meter the main power supply and DG back-up power supply separately) and the charges for the back-up power shall be borne and paid for by the Licensee to the Licensor at actuals, in addition to the CAM Charges and electricity consumption charges. Such back-up power charges may be revised by the Licensor from time to time in a transparent manner, based on the market rate of LDO/ HSD/ other input costs and all such revisions by the Licensor shall be binding on the Licensee.

Further, subject to applicable law, the Licensor shall also be permitted to supply electrical power to the Shopping Mall/ Licensed Premises through alternate energy means – being through solar/ wind power, and costs/ charges for the same shall be invoiced with the other energy charges as may be levied, at the Licensor's discretion, on the Licensee/ Licensed Premises.

8.5. The Licensor shall provide a common HVAC (air-conditioning) system to the Shopping Mall, including provision of the same to the Licensed Premises with copper piping up to and excluding air handling unit in the Licensed Premises, provided however, that making provision for the low side distribution of HVAC within the Licensed Premised shall be the responsibility of the Licensee, at the Licensee's cost. Should the Licensee require any changes, additions, alterations, in the air-conditioning system, due to the interior layouts in the Licensed Premises, the Licensor shall, if possible, make such changes at the cost of the Licensee, at actuals.

8.6. There shall be no obligation on the Licensor to provide independent water supply to the Licensed Premises. Water and washroom / toilet facility shall be provided at different locations within the Shopping Mall, for common use of the Licensee, all users, customers and visitors of the Shopping Mall. In case water is supplied to the Licensed Premises, water charges, where

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applicable, will be as per the tariff levied by the appropriate authority/supplier plus costs, at actuals.

8.7. The Licensee agrees, accepts and acknowledges that the availability of utilities in respect of the Shopping Mall and the Licensed Premises are and shall always be subject to and dependent upon the concerned supplier/provider thereof and that the Licensor is in no manner liable or responsible for non-availability, or short supply, or infrequent supply thereof from the service provider. The Licensee further agrees, acknowledges and accepts that the Licensor is not, and shall never be deemed to be, making any representations and assurances in respect of quality and/or supply of utilities. The Licensor shall endeavour to the best of its ability to make available the utilities in respect of the Shopping Mall and the Licensed Premises.

8.8. It is expressly agreed by the Licensee that the CAM Charges and all the other dues payable by the Licensee pursuant to this Agreement shall for all purposes be deemed fair and reasonable, regardless of the actual business performance of the Licensee from the Licensed Premises and the Licensee shall not be entitled to challenge the same in any Court of law or before any authority, tribunal or forum as either not being fair or reasonable in relation to the usage of the Licensed Premises and/or the operations and maintenance cost of the Shopping Mall, or as not being at par with other units or any of the licensees/users/ occupiers of the Shopping Mall.

8.9. The Licensor/ Mall Management Agency shall maintain and operate the Shopping Mall, in consideration of which, the Licensee shall pay CAM Charges (along with applicable taxes or levies).

8.10. The CAM Charges shall be calculated on a pro-rata basis, based on the chargeable area of the Licensed Premises, at actuals plus 20% (Twenty percent) of such actual costs as management fees.

8.11. The Licensor/ Mall Management Agency shall, at its discretion, demand from the Licensee a specified amount (as may be revised by the Licensor/ Mall Management Agency from time to time) as advance towards monthly

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CAM Charges, which shall be paid by the Licensee/ Mall Management Agency as and when invoiced by the Licensor.

Every quarter, the Licensor shall provide a detailed invoice of the actual CAM Charges payable for the Licensed Premises. Based on the invoice raised, if there are any additional dues payable by the Licensee to the Licensor (in addition to the advance already paid, if any) towards CAM Charges, the same shall be paid by the Licensee to the Licensor within 10 days of a demand being made by the Licensor.

8.12. The reimbursement of energy consumption charges towards central air-conditioning system of the Common Areas, lighting cost and the DG power cost, shall be divided amongst all the occupants of the Shopping Mall based on the chargeable area occupied by each of the occupants of the various premises in the Shopping Mall and charged separately. The said expenses will not form a part of CAM Charges and would be paid additionally to the Licensor.

8.13. If the Licensee uses or enjoys any common amenities and facilities in the Shopping Mall beyond Ordinary Business hours and Extended Business Hours notified by the Licensor from time to time, the CAM Charges and Utility Charges shall be subject to escalation, in respect of such additional usage at rate /charges decided by the Licensor or the Mall Management Agency.

8.14. In the event the Licensee disputes any Utility Charges or CAM Charges, the Licensee shall firstly pay the entire amount billed on the due date for payment thereof, and then the Licensor and the Licensee shall mutually review the same in good faith. If any Utility Charges (or part thereof) are to be refunded to the Licensee, the same shall be adjusted against subsequent Utility Charges and shown as a credit in the subsequent Utility Bill/s. Notwithstanding what is stated hereinabove, in case of disputes in respect of Utility Charges and CAM Charges, the Licensor's decision shall be final and binding upon the Licensee.

8.15. The upkeep, repairs, maintenance and operations of any internal escalators, elevators, AHU's and stairs, false ceiling, flooring, smoke detectors and

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sprinklers, isolator panels, main distribution boards, electrical wiring, customer and/or staff toilets and all fixtures affixed therein and any other amenities and/or equipment exclusively provided (as and if applicable) in the Licensed Premises by the Licensor shall be the responsibility of the Licensee at its own cost and expense; provided however that in such cases, the Licensor shall pass on to the Licensee the benefit of the warranties, if any, obtained by the Licensor in respect of all such improvements, amenities and equipment installed within the Licensed Premises.

8.16. The Licensor shall, at its own expense, carry out all major repairs and maintain in good condition, the roof and walls of the Common Areas, and be responsible for repairs relating to leakage of roof, structural damage to walls, bursting of water pipes or defective sewerage system in the Mall, provided such defects or damage is not caused due to the negligence of the Licensee.

8.17. The Licensor shall have the right to maintain and operate the Shopping Mall by itself or nominate any third party agency or entity being the Mall Management Agency, in which event, the CAM Charges shall be directly paid by the Licensee to such Mall Management Agency, as may be directed by the Licensor. The Licensee agrees that the Licensor shall have the exclusive authority to appoint any Mall Management Agency at its sole discretion, from time to time and the Licensee shall not be entitled to challenge any such appointment in any manner whatsoever. Further, the Licensor alone, and not the Licensee or any other licensee or user of the Mall, shall be entitled to direct and regulate the Mall Management Agency in relation to any and all matters relating to the operation and maintenance of the Shopping Mall or any of the duties, rights and obligations of such agency/ its personnel.

9. **TAX:**

9.1. The Licensee shall be liable and responsible to pay any and all taxes (present and future) with respect to operating the Permitted Business out of the Licensed Premises, including taxes payable on the License Fees and/or any other charges/ fees payable under this Agreement, with no liability upon the Licensor whatsoever.

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9.2. It is agreed and clarified that if, by virtue of any laws, rules and regulations, the Licensee is liable to bear and pay any new/additional taxes/impositions, whether retrospectively and/or prospectively, then the Licensee shall, forthwith upon such laws, rules and regulations coming into force make full payment to the Licensor/ concerned authority of the new/additional taxes/impositions charged retrospectively (if any).

9.3. The Licensee shall be permitted to deduct tax at source (i.e. TDS) from the License Fees, in accordance with the applicable provisions of the Income Tax Act, 1961 (as amended from time to time) and shall regularly furnish to the Licensor, TDS Certificates in respect of the TDS so deducted.

9.4. The Licensor has paid the necessary statutory impositions in respect of the Property as well as taxes in respect of the Licensed Premises.

9.5. After execution of this Agreement, in the event the property tax assessment of the Licensed Premises is revised upwards in respect of the Licensed Premises, the Licensee shall be liable to bear and pay the incremental value of each of such taxes. The balance shall be payable by the Licensor.

9.6. After execution of this Agreement, in the event there are any new/ additional taxes or impositions levied in respect of the Licensed Premises, including by virtue of the grant of the License herein, the Licensee shall be liable to bear and pay the value of each of such taxes.

10. **DELAYED PAYMENT:**

10.1. Non-payment, partial payment and/or refusal of payment of any amounts payable by the Licensee (including at the time of termination of this Agreement) to the Licensor under this Agreement shall not only amount to a breach of this Agreement, but the Licensee shall also be required to make payment of the outstanding amount with interest @ 18% per annum from the date that the payment was due, till full and final realization thereof.

Further, the Licensee agrees that the Licensor and / or the Mall Management Agency shall be entitled to discontinue provision of amenities/utilities to / in relation to the Licensed Premises, after providing notice of 5 (five) days,

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until such time that the same is paid, together with interest as prescribed for the complete period of delay.

The Licensor or the Mall Management Agency shall not be liable for any loss or damage howsoever sustained by the Licensee as a consequence thereof.

10.2. In such case, the Licensor shall have charge/lien, to the extent of the amounts outstanding, over all the assets of the Licensee within the Shopping Mall and/or the Licensed Premises. In the event the Licensee fails, omits or neglects to make payment of the License Fee and / or other charges payable under this Agreement and / or to take back its articles, goods, furniture and fixtures, equipment etc. then lying in the Licensed Premises upon termination of this Agreement, then in such event the Licensor will be entitled to deal with such articles, goods, furniture, fixtures etc. in such manner as the Licensor may deem fit.

10.3. The Licensor's rights stated above shall be without prejudice and in addition to the other rights of the Licensor available to it under law and/or under this Agreement.

10.4. The Licensee hereby reiterates and expressly permits and authorizes the Licensor and/or the Mall Management Agency to take all steps in the manner set out in this Clause without being liable to the Licensee under any applicable law in any manner whatsoever and on any ground whatsoever. The Licensee further confirms that the Licensee alone (and not the Licensor and/or the Mall Management Agency) shall be responsible for any loss or harm caused to or claim arising against the Licensee, its men and material found in the Licensed Premises on account of any act committed by the Licensor and/or the Mall Management Agency in exercising its rights under this Clause.

11. **SHOPPING MALL/ BUSINESS OPERATION:**

11.1. The Licensee agrees and acknowledges that effective implementation of the mall concept is based upon continued and uninterrupted operations of the retail businesses, shops and establishments in the Shopping Mall. Accordingly, the Licensee hereby irrevocably agrees and undertakes with

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the Licensor, that it shall on and from the Licensee's Commencement Date and during the entire Term and subject to the permissions granted by the statutory authorities, keep the Licensed Premises open to the public and carry out, operate and undertake the Permitted Business therein without any closure, suspension and/or interruption, on all days and during all hours/timings that the Shopping Mall is permitted to be kept open to the public by the Licensor.

11.2. The Licensor shall, from time to time and as it deems fit, stipulate the business hours and days during which the Shopping Mall (including the Licensed Premises) shall be kept open to the public and kept fully operational (hereinafter referred to as "**Ordinary Business Hours**").

11.3. The Licensor shall also be entitled from time to time as it deems fit, to stipulate additional or extra timings beyond Ordinary Business Hours (hereinafter referred to as the **"Extended Business Hours"**) during which the Shopping Mall (including the Licensed Premises) shall be kept open and fully operational for business, provided however that excluding festival days/holidays and/or other significant/important events as the Licensor shall notify from time to time, the Ordinary Business Hours and Extended Business Hours shall not exceed fifteen hours a day in the aggregate.

11.4. The Ordinary Business Hours and Extended Business Hours shall be determined and stipulated by the Licensor in accordance with applicable laws, rules and regulations and/or directions of any law enforcement agencies and/or concerned statutory authorities, and/or any Courts of law, and/or judicial/quasi-judicial bodies/authorities, and the Licensee shall be bound and liable to observe any restrictions or conditions that may be imposed on account thereof and/or to bear and pay any impositions/statutory liabilities levied/charged from time to time by the Government and/or the PMC and/or any statutory or public bodies or authorities, for keeping the Permitted Business open and operational during Ordinary Business Hours and Extended Business Hours.

11.5. Without prejudice to the Licensor's rights and entitlements herein, in case of an emergency, and/or an extraordinary event, including, but not limited to, wars, civil disturbances, riots, police actions, acts of God, conditions of

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force majeure, etc., the Licensor shall be at liberty in its sole and unfettered discretion to keep the Shopping Mall or any part/s thereof closed and inoperative whereupon the Licensee (if affected) shall not have access or entry to the Shopping Mall and/or the Licensed Premises.

11.6. The Licensee and its employees and personnel (including security personnel if expressly permitted by the Licensor) shall be entitled to enter upon the Licensed Premises, a maximum of one hour before the Shopping Mall is opened to the public and to remain in the Licensed Premises for a maximum of one hour after the Shopping Mall has been closed to the public for the limited and exclusive purposes of: (i) opening and closing the Licensed Premises, (ii) undertaking necessary administrative matters, and, (iii) cleaning the Licensed Premises.

11.7. Other than an occasional stock-taking exercise (which the Licensee shall intimate the Licensor of, in advance, in writing) the Licensee and its employees and personnel shall not be entitled to have any entry or access to the Shopping Mall and/or Licensed Premises at any other time and for any other reason whatsoever without obtaining the prior written permission of the Licensor which permission may be refused or granted subject to conditions stipulated by the Licensor.

11.8. Notwithstanding anything to the contrary contained in this Agreement, in the event the Licensee keeps the Licensed Premises closed without seeking prior written permission from the Licensor and/or closes or suspends or limits in any manner the Permitted Business and/or fails or neglects to stock and/or sell any of its goods/products or services, then the Licensor shall be entitled and at liberty, without prejudice to all its rights and remedies under this Agreement (including its right to terminate this License), to charge, collect and receive from the Licensee pre-estimated additional fee. For each day (or part thereof) that the Licensed Premises is closed without prior consent of the Licensor, the Licensee shall pay the Licensor, on a daily basis, an additional fee of four times the last paid License Fees, to be calculated on a pro-rata daily basis, till the Licensee re-commences commercial operations from the Licensed Premises. This additional fee is considered fair and reasonable by the Licensee and is not considered as a penalty.

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11.9. The Licensor shall provide general parking within the Property for visitors to the Shopping Mall on 'pay and park' basis as it deems fit and shall run, manage, operate and exploit the same for commercial purposes at its sole discretion.

12. **LICENSEE'S EMPLOYEES:**

The Licensee hereby agrees with the Licensor that it shall observe and perform and be bound by the following specific terms, conditions and obligations in respect of its employees and personnel employed in respect of the Permitted Business and/or in the Licensed Premises, that is:

(i) The Licensee shall employ and engage, as its own employees, all the employees and personnel in respect of the Permitted Business (hereinafter referred to as the "**Licensee's Employees**") and shall comply with all applicable laws, rules, regulations, orders, notifications etc. (including all applicable labour laws) in respect of the Licensee's Employees and bear and pay their wages, salaries and all other statutory dues including, and if applicable, provident fund, insurance and emoluments in accordance with law. The Licensor shall, under no circumstances, have any obligation and/or liability in respect of the Licensee's Employees.

(ii) The Licensee shall provide to the Licensor, the names and addresses of the Licensee's Employees and/or any other details as may be prescribed from time to time by the Licensor or Mall Management Agency, and provide them with proper identity cards.

(iii) The Licensee shall ensure that no disturbance is created and that no demonstrations are undertaken by the Licensee's Employees at or in the Licensed Premises and/or within the Shopping Mall and/or in the vicinity of the Property.

13. **INSURANCE:**

13.1. On and from the commencement of the date of execution hereof and during the entire Term, the Licensee shall procure, at its own costs, suitable third-party (public) liability insurance and insurance coverage in respect of all of

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the Licensee's articles, chattels, goods, equipment, materials and furniture/fixtures lying in the Licensed Premises and/or the Shopping Mall. The Licensee shall also maintain, at its own costs, such other insurance as is customarily required in respect of the Permitted Business.

13.2. The Licensee shall, at its own cost, be liable to obtain adequate life insurance cover against any loss or damages that may be caused to any property / person in the Licensed Premises.

13.3. The Licensor has procured adequate insurance of the Shopping Mall structure against loss and damage, and such insurance shall be maintained and kept in force during the Term.

14. **RENOVATION/ ALTERATIONS:**

14.1. After the License Fee Commencement Date, the Licensee shall not be permitted to undertake and carry out any further or other renovations, repairs, alterations, furnishing or interior decoration work in the Licensed Premises, unless it has obtained the previous written consent and permission of the Licensor, which shall be at the Licensor's sole discretion to grant, refuse, or grant subject to conditions.

14.2. Subject to the Licensor's consent, the Licensee shall be permitted to carry out necessary renovations within the Licensed Premises. The Licensee shall be bound by the terms of this Agreement in respect of carrying out such work.

14.3. The Licensor shall be permitted to stipulate the maximum period during which such works shall be undertaken and completed by the Licensee and the Permitted Business fully resumed by the Licensee in the Licensed Premises and the Licensee shall be bound and liable to adhere to the same failing which the Licensor shall be entitled and at liberty, without prejudice to all its rights and remedies under this Agreement (including its right to terminate this License), to charge, collect and receive from the Licensee pre-estimated additional fees. For each day (or part thereof) of delay, the Licensee shall pay the Licensor, on a daily basis, an additional fee of four times the last paid License Fees, to be calculated on a pro-rata daily basis, till the Licensee re-commences commercial operations from the Licensed

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Premises. This additional fee is considered fair and reasonable by the Licensee and is not considered as a penalty.

14.4. Notwithstanding that the Licensed Premises may be closed and/or the Permitted Business suspended during the period that the aforesaid works are been undertaken, the Licensee shall continue to be bound and liable to bear and pay the License Fees and all other charges/liabilities referred to in this Agreement, without any delay, demur, or default.

14.5. If it is found that any loss or damage has been caused to the Licensed Premises and/or the Shopping Mall during such renovation/ repairs and/or by virtue of any act, omission, or negligence and/or breach, default, non-observance or non-compliance, by the Licensee, of the terms and provisions of this Agreement, the Licensee shall make good the same at the Licensee's sole cost to the satisfaction of the Licensor or, if directed by the Licensor, the Licensee shall reimburse to the Licensor all costs incurred in repairing and/or re-instating the Licensed Premises and/or the Shopping Mall and all administrative and related costs incurred by the Licensor in that regard. The Licensee shall make such re-imbursement no later than fifteen days from a demand made (in writing) by the Licensor detailing the loss or damage caused to the Licensed Premises and/or the Shopping Mall. Without prejudice to the above the Licensor is fully entitled to adjust and appropriate the Deposit kept by the Licensee under this Agreement if any towards the aforesaid costs.

15. LICENSEE'S REPRESENTATIONS, COVENANTS AND OBLIGATIONS:

Without prejudice and in addition to what is stated elsewhere in this Agreement, the Licensee hereby agrees and undertakes with the Licensor as follows:

15.1. During the Term, the Licensee shall observe, perform and comply with the terms, conditions and provisions of this Agreement, the Building Operation Manual and the Fit Out Manual (as amended from time to time) which are and shall always be deemed to form an integral part of this Agreement.

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15.2. The Licensee shall not to do or to permit to be done anything in or about the Licensed Premises and/or in the Shopping Mall of an illegal or immoral nature and not do or cause to be done anything in or to the Licensed Premises that will tantamount to a breach or violation of the provisions of any statues, rules, regulations, orders, notifications etc. and/or which may render void or voidable any insurance procured in respect of the Shopping Mall or any part or portion thereof.

15.3. The Licensee shall not enter into any agreements or understandings with third parties for display/advertisement/publicity of any goods, products, services, trade marks, trade names, brand names or any other intellectual property of any third parties in or from the Licensed Premises, without obtaining the prior written permission of the Licensor.

15.4. The Licensee has verified the suitability of the Shopping Mall and the Licensed Premises and after being satisfied of the same, has entered into this Agreement. The Licensor has made no promises or representations of the business prospects, footfalls, etc. with respect to the Shopping Mall or the Licensed Premises.

15.5. The Licensee shall ensure that the Licensed Premises and the right, title and interest of the Licensor therein is not jeopardized and does not become the subject matter of any litigation and/or claim or demand on account of any act or omission on the part of the Licensee and/or on account of the Permitted Business.

15.6. The Licensee shall be solely liable and responsible in all respects, for all its acts and omissions and for all claims of any nature whatsoever made in respect of the Permitted Business and/or against the Licensee, and to ensure and safeguard no such claim is or may be enforceable against the Licensor and/or the Licensed Premises under any circumstances.

15.7. The Licensee shall obtain the prior written permission of the Licensor for hiring/availing of any service/s from an external source/ agency and/or for installing and/or removing any equipment in/from the Licensed Premises.

15.8. The Licensee shall not do or suffer to be done anything in the Licensed Premises (including playing any music and/or musical or other instrument

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loudly), which is, or is likely to be, a nuisance or annoyance to the Licensor and/or any occupants of the Shopping Mall, including occupants of neighboring premises and/or to prejudice the rights, of the Licensor, as the holder of the Shopping Mall and the Licensed Premises, in any manner howsoever.

15.9. The Licensee shall not affix/paste and/or display any moving images in the external display window/s of the Licensed Premises.

15.10. The Licensee shall not permit any persons to reside/live in the Licensed Premises or to use or enter upon the Licensed Premises at any time after the Ordinary Business Hours and Extended Business Hours.

15.11. The Licensee shall not store or permit to be stored and/or not to display or sell in the Licensed Premises:

(i) any goods, articles or things of a hazardous, inflammable, explosive, corrosive, toxic, or combustible nature and/or any contraband goods and/or which are spurious or duplicate and/or which infringe any copyright, trademark or other Intellectual Property of any other persons.

(ii) any goods, articles or things which are illegal or objectionable to any concerned statutory or local bodies or other authorities or law enforcement agencies and/or which are not suitable, or fit for sale and/or any goods any articles which are of an obnoxious, insulting, derogatory or undesirable nature.

15.12. The Licensee shall not use any other premises, spaces or areas in the Shopping Mall (i.e. other than the Licensed Premises and the areas specifically designated by the Licensor for access thereto) or any part or portion of the open spaces in the Property for any purpose whatsoever and not to install or place any kiosks or other furniture at the entrance to or outside the Licensed Premises.

15.13. The Licensee shall not make use of any other amenity, service or facility available in the Shopping Mall (other than any amenity, service or facility

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which has been expressly permitted, in advance, by the Licensor to be used by the Licensee) without the prior written consent of the Licensor.

15.14. The Licensee shall not obstruct any staircases, lifts, passages, or common areas of the Shopping Mall and/or any open areas in the Property and not to do anything whereby any amenities, services or facilities in the Shopping Mall are damaged or the use thereof is affected in any manner whatsoever.

15.15. The Licensee shall not use the passenger lifts, elevators and or escalators in the Shopping Mall for carrying any heavy packages or equipment or for the purpose of carrying its materials and operational supplies.

15.16. The Licensee shall enter, and to cause all its employees/personnel to enter, upon the Licensed Premises and depart therefrom only through the staircase/s entrance/s and gate/s designated from time to time by the Licensor and through no other entrances/accesses or common/public areas of the Property.

15.17. The Licensee shall arrange for deliveries of goods and materials to the Licensed Premises only at such hours as permitted and stipulated under the Building Operation Manual and only through the entrances and areas designated by the Licensor for delivery, loading and un-loading of goods.

15.18. The Licensee shall use the common areas of the Shopping Mall in common with the Licensor and the other occupants of the Shopping Mall, subject to the rules contained in the Building Operation Manual.

15.19. The Licensee shall not hold or permit to be held any public auction or sale thereof from the Licensed Premises, without the prior written consent of the Licensor. However, no consent of the Licensor shall be required during regular 'end of season sale' period as may be declared by the Licensor from time to time.

15.20. The Licensee shall co-operate with the Licensor in taking appropriate steps for keeping the Shopping Mall free from pests, rodents and/or insects and to carry out pest control treatment of the Licensed Premises at regular intervals.

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15.21. The Licensee shall be responsible for disposing of all garbage/refuse in accordance with rules/ regulations and conditions stipulated by the Licensor.

15.22. The Licensee agrees and understands that legal possession of the Licensed Premises shall always be with the Licensor. The Licensor hereby agrees that the Licensee and its employees, visitors, guests, customers, agents, servants etc. shall be allowed ingress and /or egress to or from the Licensed Premises, during Business Hours. Any ingress/egress beyond Business Hours, if permitted by the Licensor shall be only over and along the permitted/designated entrances, landings, elevators, escalators, passage-ways leading thereto, provided that use of any such area shall not deem to vest any right in respect thereof in favour of the Licensee.

15.23. Other than use and occupation of the Licensed Premises, the Licensee does not have and shall not claim any right, title, interest, share into or upon any other portion of the Shopping Mall and that all open spaces, basement, terraces, stilts, Common Areas, staircase, lift lobby, kiosks, lifts, escalators, building façade and all specified and unspecified areas entrance lobby open or covered parking spaces atriums, passages, railings etc. of the Shopping Mall and all other common areas and facilities in the Shopping Mall shall at all times be the sole and absolute property of the Licensor and the Licensor shall, by itself or through any agency appointed in that behalf, be entitled to derive / earn revenue therefrom, in all/any manner (such as promotional campaigns, exhibitions, display of merchandise or services, shows, advertisement hoardings, laser TV's) and the Licensee shall have no objection or claim to the same and the Licensor alone shall be entitled to all proceeds / revenue arising therefrom by way of royalty, rent, license fee, premium or in any other manner and no person, including the Licensee, shall have any claim thereon on any ground whatsoever.

15.24. The Licensee shall be liable for all costs, damages or losses arising as a result of any accident in or around the Licensed Premises which are attributable to any act of commission or omission by the Licensee. The Licensee hereby agrees and acknowledges that it shall be solely responsible for any loss, damage or injury caused to any property, material or human life that takes place due to any accident etc. which has occurred in the

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Licensed Premises / the Mall due to negligence of the Licensee or its employees, agents, representatives, or customers including by way of fire, smoke, flow of water etc. from the Licensed Premises or due to storage of inflammable materials, chemicals or any other hazardous or dangerous materials etc. in the Licensed Premises or due to use of any sub-standard, incomplete, unsafe or dangerous materials/ works in the Licensed Premises.

15.25. It is also agreed by the Licensee that the License hereby granted is personal to the Licensee and are not heritable or transferable and the Licensee shall not, during the continuance of the License hereby granted, transfer, mortgage or otherwise deal with or dispose off the Licensed Premises in any manner whatsoever.

15.26. The Licensee shall take all necessary safety measures as usually required for operating the Permitted Business out of the Licensed Premises.

15.27. The Licensee agrees and acknowledges that no exclusive car-parking spaces shall be made available to the Licensee and/or its officers, employees and customers in the Shopping Mall for parking of their cars. The Licensee and all its officers, employees and customers will use the common car-parking facilities, on a pay-and-park basis, in common with all the occupants and visitors to the Shopping Mall.

15.28. The Licensor has notified the Licensee that it may mortgage/ charge/securitize the Licensed Premises and/or the Shopping Mall and/or any part thereof, in respect of any loans/facilities and/or that the Licensor may raise finance from any banks/financial institutions/third parties in respect of the License Fees, or any part thereof and/or any other amounts/charges payable by the Licensee under this Agreement. The Licensee hereby irrevocably confirms that it has no objection to the same and further confirms that as and when it is called upon (in writing) by Licensor, it shall make payments directly to them if so directed by the Licensor/CPPL in respect of any such loans/facilities; provided always that the Licensee shall have no liability in respect thereof.

15.29. The Licensor shall not be responsible or liable for any theft, loss, damage, or destruction of any property of the Licensee, or at any persons in the

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Licensed Premises/the Shopping Mall, or for any bodily injury to any persons in the Licensed Premises/the Shopping Mall from any cause whatsoever, including, but not limited to, any loss, damage, harm or injury, caused by fire, theft, rains, damp, leakage of water, white-ants, or stoppage, breakage or bursting of any pipes, appliances or machinery connected with or used in respect of the Licensed Premises, or any part thereof, or by the giving way of any portion of the floors, walls or roof of the Licensed Premises, or by reason of any act, omission or error of any servants or agents of the Licensor, whether in the performance of their duties, or otherwise, or by any other cause whatsoever.

15.30. The Licensee has examined the plans and specifications in respect of the Shopping Mall, has accepted and approved the area, lay-out and location of the Licensed Premises, and shall not raise any issues in respect thereof in future.

15.31. The Licensee has inspected the title deeds and documents in respect of the Property and has accepted the title thereto and shall not raise any requisitions or issues in respect thereof in future.

15.32. The Licensee are not entitled to nor will it claim protection under the Maharashtra Rent Control Act or any statutory modifications or re-enactment thereof or any law or present or subsequent enactment thereof or any law or present or subsequent enactment and the Licensee are not a tenant under any pretext.

15.33. The ownership and management of the brand under which the Licensee is conducting the Permitted Business is with the Licensee.

15.34. The Licensee shall, in the operation of the Permitted Business and in conducting itself as one of the retailers in the Shopping Mall, maintain the highest standards and ethics and observe, perform and comply with the terms and provisions of this Agreement, the Fit-out Manual and Building Operation Manual and the related writing to be entered into by the Licensor and the Licensee in respect of this Agreement (hereinafter referred to as the "**Related Writing**"), such that the mall concept is effectively implemented

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and benefits all businesses permitted to be established by the Licensor in the Shopping Mall, including the Licensee's Permitted Business.

15.35. The Licensee has good right, full power and absolute authority to enter into and execute this Agreement and is of good financial standing and capable and competent of performing all its obligations (including financial obligations) under this Agreement.

15.36. The Licensee shall observe and perform all the rules and regulations (as stands amended from time to time), which the Licensor may prescribe / frame for protection, maintenance and upkeep of the Licensed Premises/ Shopping Mall and for the observance and performance of building rules, regulations and bye-laws for the time being in force of the Pune Municipal Corporation and or concerned local authority and of Government and other public bodies.

15.37. The Licensor is hereby permitted to use the Licensee's intellectual property for branding, advertising and promotional purposes with respect to the Shopping Mall.

15.38. The Licensee undertakes to achieve a minimum trading density of Rs. 7500 per square foot per month on the carpet area of the Licensed Premises. In the event that the trading density falls below Rs. 7500 per square foot per month on the carpet area of the Licensed Premises, for any two consecutive quarters, the Licensor shall be permitted to terminate this Agreement in terms of Clause 20.3(i).

15.39. The Licensee hereby consents to its name being inserted as one of the occupant/Licensee of the Licensor/ Mall and notwithstanding anything to the contrary set out herein, waives all confidentiality conditions, if any, to allow for disclosure of (i) the Licensee's name, logo, tradename and trademark, (ii) the profile of the Licensee, and (iii) the key terms of this License Agreement (including any renewals, amendments hereto or any subsequent arrangement(s)), in the documents and disclosures issued by or on behalf of the Licensor or its affiliates, including regulatory filings, periodic disclosures, or stock exchange intimations required to be made under applicable laws, regulations and guidelines, in any placement

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documents, offering documents, letters of offer, placement memorandum or information memorandum in relation to any future fund raising or any other related legal, regulatory, financial, investor-related or analyst disclosures, publicity material or presentations in any medium.

16. **LICENSOR'S OBLIGATIONS:**

The Licensor shall, subject to timely and regular payment by the Licensee, of the License Fees and all other charges, liabilities and amounts payable under this Agreement, make payments of statutory dues in respect of the Property (excluding the Licensee's share of taxes and liabilities as specified in this Agreement) and shall endeavor that the Shopping Mall has the necessary commercial licenses in force during the Term.

17. **KEYS TO THE PREMISES:**

17.1. The original keys of the locks/locking devices to the entrances of the Licensed Premises shall always remain with the Licensor and a duplicate set thereof shall be delivered to the Licensee.

17.2. The Licensee shall forthwith return all the duplicate keys of the locks/locking devices Licensed Premises to the Licensor on the expiry, or termination, or earlier determination, of the License.

17.3. The Licensor and/or the Mall Management Agency and its representatives, agents, surveyors and workmen, with or without equipment or appliances shall upon giving 24 hours notice to the Licensee (except in case of emergency) be freely entitled to enter upon the Licensed Premises or any part thereof the purpose of inspecting/viewing and examining the state and the condition of the Licensed Premises and/or for carrying out any repairs or other works in respect of the Licensed Premises and/or the Shopping Mall and/or the infrastructure or amenities thereof. Notice shall not be required in case of an emergency and/or circumstances where it is not possible or practicable to provide prior notice as aforesaid, and the Licensee shall fully co-operate in such circumstances. The Licensor and/or the Mall Management Agency shall endeavor in such case that there is, as far as possible, minimum disruption to the Permitted Business.

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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18. **ACCESS TO COMMON SHAFTS/ DUCTS**

It is clarified and agreed that the ducts, pipes and cables, etc. which pass and or have access through the Licensed Premises shall always be in absolute and exclusive possession, charge and control of the Licensor alone and the Licensor shall be entitled at all times to effect any repairs, installation and replacements and/or make use thereof without any hindrance, obstruction, or interference of the Licensee.

The Licensee acknowledges that the Licensor may require access to such ducts, pipes and cables, etc. from within the Licensed Premises, and the Licensee shall not object to the same, as and when such access is required by the Licensor.

19. **SECURITY MEASURE:**

19.1. The Licensor shall be entitled, in the interest of the overall security of the Shopping Mall, and for the better and smooth operations of the various businesses and activities in and from the Shopping Mall, as and when the circumstances may arise and/or as the Licensor may deem fit (in its sole and absolute discretion), to introduce/install appropriate security and/or safety measures in respect of the Shopping Mall and/or the Property including, but not limited to, the entry of visitors thereto, security checks for employees/personnel of the Licensee and/or visitors to the Shopping Mall and/or issuance of identity cards to the Licensee's Employees (which security cards shall be produced by the Licensee's Employees as and when demanded by the agency/security agency appointed in respect of the Shopping Mall).

19.2. The Licensor shall also be permitted to install, at its cost, necessary CCTV cameras at any location in the Shopping Mall or Licensed Premises. This shall not prohibit the Licensee from installing any CCTV cameras within the Licensed Premises as per its security requirements. However, neither Party shall be permitted to install/ point such cameras at changing rooms and rest rooms of the Licensed Premises, or any such places which would ordinarily invade the privacy of the patrons/ customers of the Shopping Mall.

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19.3. The Licensor and/or the Mall Management Agency shall not be responsible for the maintenance of and security within the Licensed Premises or any other premises allocated to other licensees / users in the Shopping Mall.

20. **TERMINATION:**

20.1. This Agreement shall automatically terminate on expiry of the Term.

20.2. After the Lock-in Period, either Party shall be permitted to terminate this Agreement, without cause, with a prior written notice of 6 months.

20.3. Termination only by Licensor: Without prejudice and in addition to the rights of termination specifically reserved to the Licensor elsewhere in this Agreement, the Licensor shall be fully and freely entitled and at liberty to terminate the License/ this Agreement at any time during the Term in any of the under mentioned circumstances, that is:

(i) In case of breach committed by the Licensee of any of the terms/ obligations of this Agreement, the Licensor shall give a written notice of such breach to the Licensee, who would have a period of not less than 30 days to cure/ remedy such breach. In case such breach is not cured/ remedied by the Licensee within the period prescribed in the written notice (which shall not be less than 30 days) the Licensor may, without any further notice, terminate this Agreement.

(ii) In the event that (a) the Licensee makes an application / files a petition for voluntarily winding up / liquidation / dissolution or (b) any proceedings under any direct or indirect taxes or fraud or any other offences are initiated against the Licensee, or its director/s or promoter/s by reason of which the Licensed Premises may be taken over or attached by any authority, then in any such event this Agreement shall be deemed to have been terminated by mutual consent of the Parties on a day prior to the date on which any such application / proceedings are filed or initiated. The Parties agree and understand that the liability of the Licensee to bear and pay the License Fee and other charges (including penalties, wherever applicable) in terms of this Agreement shall continue till such time

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that the Licensor receives back vacant and peaceful occupation of the Licensed Premises.

(iii) If any bill is passed by the Parliament and/or State Legislature/s or upon any ordinance being promulgated, which restricts, prohibits or adversely affects in any manner whatsoever the rights and interest of the Licensor, or which confers any rights, benefits or interests upon the Licensee which are contrary to or inconsistent with the rights granted under this Agreement, then in such event this Agreement shall be deemed to have been terminated by the Parties by mutual consent on a day prior to the date on which such legislation / ordinance comes into effect.

(iv) Notwithstanding anything stated herein, and without prejudice to the Licensor's other rights under this Agreement and/or under any law for the time being in force, the Licensor shall be entitled to forthwith terminate this Agreement, without requiring to give any notice to Licensee, in the event of the Licensee initiating proceedings thereby seeking / claiming any purported protection under any prevailing statute relating to the fixation of standard rent or fee or otherwise seeking protection of any statute in a manner that is contrary to or inconsistent with the rights granted to the Licensee herein.

(v) In case of delay / failure to pay any charges under this Agreement by the Licensee to the Licensor for 2 (Two) successive occasions, or on 3 (Three) occasions in the same financial year, whether or not the default on the previous occasion/s have been cured, the Licensor shall be permitted to forthwith terminate this Agreement, without requiring to issue any notice to the Licensee. Upon such forthwith termination, the Licensor shall be entitled to take all necessary steps to ensure cessation of usage of the Licensed Premises by the Licensee, including but not limited to taking steps such as preventing access to the Licensed Premises, removal of the Licensee's men and materials from the Licensed Premises and after which the Licensor will be entitled to offer/grant the Licensed Premises to any other party of its choice, without any reference to the Licensee. Further, in the event that the Licensor terminates this

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Agreement on the basis of this sub-clause, the Licensor shall also be entitled to forfeit the Deposit.

(vi) The Licensor shall be permitted to forthwith terminate this Agreement in the event that the Licensee has weak presentation, maintaining low/ bad hygiene, decorum and discipline not being maintained by the employees of the Licensee, there being any complaints against the Licensee or its staff, misbehavior by the Licensee's staff, providing wrong or bad product or in case of change in business or services of the Licensee other than set out herein.

(vii) Notwithstanding anything contrary stated in this Agreement, if any proceedings under the Insolvency and Bankruptcy Code, 2016 or any other similar statute, including for winding up / liquidation / dissolution, are initiated against the Licensee, then in such event the Licensee shall notify the Licensor of the same forthwith by forwarding a complete copy of the concerned application / petition so filed. Without prejudice to the aforesaid, if (a) the Licensee is unable to obtain an order for dismissal against such proceedings within a period of 14 (fourteen) days from the date of filing of such proceedings or (b) if the petition is being heard *for admission* prior to expiry of such 14 (fourteen) days period or (c) the Licensee admits to any part of the liability which is the subject matter of the proceedings or agrees to the admission of the petition / application filed against it, whichever is earlier, then the Licensor may, at its sole discretion, terminate this Agreement.

20.4. Termination only by Licensee: In the event that the Licensor commits a breach of any of its obligations under this Agreement as a result of which the Licensee is unable to use and occupy the Licensed Premises in accordance with the terms hereof for a continuous period of 15 (fifteen) days, the Licensee shall give a written notice of such breach to the Licensor, who would have a period of not less than 60 (sixty) days to cure/ remedy such breach. In case such breach is not cured/ remedied by the Licensor within the period prescribed in the written notice (which shall not be less

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than 60 days) the Licensee may, without any further notice, terminate this Agreement.

20.5. In the event that this Agreement is terminated during the Lock-in Period either by the Licensee (except in terms of Clause 20.4 above) or by the Licensor in terms of this Clause, the Licensee shall be liable to pay to the Licensor the entire License Fees and Maintenance Charges for the balance unexpired Lock-in Period, which the Licensee herein specifically agrees to.

21. **CONSEQUENCES OF TERMINATION:**

21.1. On the expiry or termination of the License/ Agreement the Licensee shall:

(i) cease to carry on the Permitted Business in and from the Licensed Premises.

(ii) remove itself and all the Licensee's Employees and all its belongings, chattels, articles and things (including all signage) (hereinafter referred to as "**Goods**") from the Licensed Premises, subject always to the Licensor's charge/ lien, if any.

(iii) bear and pay to the Licensor, in full, any and all outstanding and/or unpaid License Fees, taxes, charges, liabilities, Utility Charges, CAM Charges, and/or any other charges/ fees payable by the Licensee under this Agreement.

(iv) fully vacate and hand over peaceful occupation of the entire Licensed Premises to the Licensor either (i) in same condition as it was originally handed over to the Licensee (reasonable wear and tear excepted) i.e. in a bare shell manner, at the Licensee's cost or (ii) on an as is where is basis, which choice shall be the discretion of the Licensor.

21.2. If upon the expiry or sooner determination of this License, the Licensee fails or neglects to vacate and hand over quiet, vacant and peaceful occupation of the Licensed Premises to the Licensor in the manner aforesaid the Licensor shall be entitled to

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(a) treat the Licensee and its employees as trespassers in the Licensed Premises.

(b) remove the Licensee and its employees from the Licensed Premises as also to prevent them from entering into the Licensed Premises (including, but not limited to, by closing/locking the entrance doors and shutters of the Licensed Premises and preventing/restricting/restraining them from entering the Shopping Mall and the Licensed Premises).

(c) remove the Goods to a storage area of the Licensor's choice at the risk and cost of the Licensee in all respects. The Licensor shall also request the Licensee to depute a representative to be present at the time. The Licensor and the Licensee (or its representative) shall prepare an inventory of Goods being removed, for the purposes of record. The inventory so taken shall be conclusive and the veracity of the same shall not be called in question by the Licensee. The Licensor shall not be liable for or in respect of any damages, civil or criminal action in relation with the removal of Goods from the Licensed Premises, including the storage and/or disposal thereof.

(d) retain and withhold the Deposit (free of interest thereon) till such time as the Licensee vacates and hands over quiet, vacant and peaceful occupation of the Licensed Premises.

(e) disconnect/terminate the supply of services and utilities being provided by the Licensor, without any further notice to the Licensee.

(f) Claim from the Licensee pre-determined liquidated damages being equivalent to double the License Fees as well as all other amounts payable by the Licensee under this Agreement for each day the Licensee is in unauthorized occupation of the Licensed Premises, calculated from the date of the expiry or sooner determination of this License, till the Licensee vacates and hands over quiet, vacant and peaceful occupation of the Licensed Premises back to the Licensor. Without prejudice to the foregoing, on the Licensee's failure or neglect to vacate the Licensed Premises within a period of 45 (forty-five) days from the date of such expiry or sooner termination of this Agreement, the Deposit amount

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shall *ipso facto* stand forfeited by the Licensor and the Licensee shall have no claim for refund thereof.

The above rights shall be in addition to all the other rights and remedies available to Licensor under this Agreement and all the Licensor's rights and remedies and under law against the Licensee in respect of the breaches committed by it of the terms and provisions of this Agreement.

22. **FORCE MAJEURE**:

22.1. For the purposes of this Agreement, "**Force Majeure**" shall mean a damage or destruction of the Licensed Premises on account of earthquake, flood, cyclone, fire (not caused due to any act or omission of the Licensee, its agents, employees, servants, contractors etc.), war, terrorist attacks or riot, and as a result of which the Licensed Premises cannot be occupied for a continuous period of 30 (thirty) days.

22.2. The Licensor shall not be liable or affected in relation to this Agreement for any delay or default in performance of its obligations under this Agreement as a result of the occurrence of a Force Majeure Event.

22.3. **Upon** the occurrence of a Force Majeure Event, the Licensee may temporarily vacate the whole or such portion of the Licensed Premises as may be required to enable the Licensor to carry out repairs in order to restore the Licensed Premises as it was then existing at the time of the Licensee entering into the Licensed Premises and in such event, the payment of License Fee (or a proportionate part thereof) shall be suspended till the time entire/partly affected area of the Licensed Premises are repaired and restored to the state as specified above.

22.4. If the entire Licensed Premises is damaged or destroyed by the occurrence of any of the aforesaid events, to the extent that the same cannot be restored by the Licensor within a period of 90 (sixty) days from the Force Majeure Event coming to an end or within such further extended time period as may be mutually agreed between the Parties in writing, depending on the nature and extent of damage caused by reason of the Force Majeure Event, then either Party may, notwithstanding anything stated in this Agreement and without prejudice to their other rights and remedies, terminate this

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Agreement, by giving 15 (fifteen) days' notice in writing to the other Party, whereafter this Agreement shall stand terminated and the consequences of termination as set out in this Agreement shall follow.

23. **NON RELEASE:**

The expiry, or the termination, or earlier determination, of this Agreement shall not release the Licensee from paying and discharging any License Fees, liabilities, charges, taxes, Utility Charges, CAM Charges, pre-estimated additional fees and any other charges and sums due and payable to the Licensor under this Agreement, and shall not release the Licensee from complying with, performing and discharging any obligation that shall have been incurred by the Licensee on or prior to the date of such expiry, or termination, or earlier determination (as the case may be).

24. **INDEMNITY:**

The Licensee hereby agrees to indemnify and keep indemnified saved and harmless the Licensor, the Mall Management Agency, and their respective Directors, officers, employees, agents and representatives against:

(i) Any loss or damage which may be caused to the Licensed Premises and/or the Shopping Mall by virtue of any act, omission, default, delay and/or otherwise for any reason whatsoever, on the part of the Licensee and/or any of the Licensee's employees, servants, franchisees or agents.

(ii) Any third party liabilities, claims, damages and/or proceedings as a consequence of any act, omission, default, and/or delay of any nature whatsoever, by the Licensee and/or any of the Licensee's employees, servants, franchisees or agents in respect of the Permitted Business and/or the Licensed Premises.

(iii) All actions, suits and proceedings, and all costs, charges, expenses, loss, or damage which may be incurred or suffered by reason of any breach, default, contravention, non-observance, or non-performance by the Licensee and/or any of the Licensee's employees, servants, franchisees or agents, of any terms, conditions and provisions of this

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THE SEAL OF JOINT SUB REGISTRAR HAVELI-22, PUNE CITY PUNE

Agreement, any laws applicable and on the part of the Licensee to be observed and performed including, but not limited to, the default or failure on the part of the Licensee and/or any of the Licensee's employees, servants, franchisees or agents, to vacate and hand over occupation of the Licensed Premises to the Licensor on the expiry or sooner determination of this Agreement.

25. **NOC AND PERMISSIONS:**

25.1. The Licensee shall obtain and keep in force (at the Licensee's costs) during the Term, all licenses, permissions consents, permits, NOC's, registrations and approvals required under applicable laws, rules and regulations in force from time to time, for establishing and undertaking the Permitted Business in the Licensed Premises and to provide the Licensor with copies thereof if required; provided always that the Licensee shall not apply for or obtain any licenses, permissions consents, permits, NOC's, registrations and approvals etc. in respect of the Licensed Premises and/or which bear the address of the Licensed Premises, without firstly submitting the applications for the same to the Licensor and obtaining the Licensor's prior written approval in respect thereof.

25.2. If any letters or NOC's are reasonably required to be issued by the Licensor (as owner of the Property/ Licensed Premises) under this Agreement, the Licensee shall, execute proper indemnities, declarations, assurances, etc., and/or furnish such other security and guarantees as may be required by the Licensor inter alia constituting the Licensee as solely and exclusively responsible and obliged for the due, proper and timely, performance and compliance of all the terms, conditions, stipulations, obligations, performances, liabilities, etc. as are required to be done, performed, complied and/or to be carried out under approvals, licenses, permits, permissions, sanctions, NOC's, clearances, etc., so applicable.

26. **NOTICE:**

26.1. All notices and other communications to be given under the terms of this Agreement shall be in writing and delivered either (i) by hand against

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

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THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22, PUNE

receipt, and/or (ii) by Registered Post A.D. and/or (iii) by email, addressed to the Parties as follows:

Licensor:

Attn: Ms. Ashwini Oak, Director

Address: Chitrali Properties Pvt. Ltd.,

93/5A, Erandawane, Pune 411004.

Email: ashwini.oak@sumashilp.com

With a copy to:

Attn: Mall Manager

Address: Chitrali Properties Pvt. Ltd.,

93/5A, Erandawane, Pune 411004.

Email: info@sumashilp.com

Licensee:

Attn: Mr. Rajnikanth, Director

Address: LG-16, Lower Ground Floor, Infiniti Mall, Link Road, Malad (W), Mumbai - 400064

Email: _____

or at such other address as is from time to time designated by the Party receiving the notice.

26.2. Any such notice that is delivered in accordance with the above provisions shall be deemed received when delivery is received or refused, as the case may be.

27. **NO TENANCY, LEASE, ETC :**

27.1. Nothing herein contained shall be construed as creating any right, title, interest, demise, easement, tenancy, or sub-tenancy, in favour of the

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Licensee, in, over, or upon, the Licensed Premises and or the Shopping Mall, or as transferring any interest therein in favour of the Licensee other than the limited and permissive right of use hereby granted, or as entitling the Licensee to the possession of the Licensed Premises. It is the express intention of the Parties hereto that this Agreement records the grant of a mere temporary and revocable License by the Licensor to the Licensee in respect of the Licensed Premises and that the Licensor shall always be and be deemed to be in the absolute and exclusive possession, charge and control of the Licensed Premises and the entire Property.

27.2. The License herein granted is only in respect of the Licensed Premises bounded by the inner walls, floor and ceiling thereof and not in respect of any part or portion of Property and the Licensee is not entitled to use, and shall never be concerned with, any other part/portion of the Shopping Mall/Property.

27.3. The Licensee hereby declares and confirms that nothing contained in this Agreement, or any act of any Party, shall be construed as creating any right, title or interest of any nature whatsoever in favour of the Licensee into or over or upon the Licensed Premises or any part thereof, or shall expressly or by implication transfer any interest in respect of the Licensed Premises or any part thereof in favour of the Licensee (other than the permissive right of use of the Licensed Premises). The Licensee expressly assures and represents to the Licensor that the Licensee: (i) has no intention of claiming, and will not at any time claim any right, title or interest of any nature whatsoever in, to, or over the Licensed Premises or any part thereof, and (ii) shall never claim or represent, or cause or induce any third parties to believe, or allow them to be under the incorrect impression, that the Licensee has any right, title or interest whatsoever in and to the Licensed Premises and any other part of the Shopping Mall and/or that the Licensee has any right or entitlement to deal with the Licensed Premises in any manner. In the event that the Licensee or any person claiming by, through, under or in trust from the Licensee (a) alleges or claims any right (other than the rights granted herein), title or interest including any right of tenancy, sub-tenancy, deemed tenancy, or (b) claims any protection under the provisions of the Maharashtra Rent Control Act, 1999 or any amendment or any statutory

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modification or re-enactment thereof, or of any similar law in force from time to time either as tenant or as holder of any right, title and interest of any kind under any ground whatsoever, then upon any such event occurring, this Agreement shall be deemed to have been terminated by mutual consent of the Parties on a day prior to the date on which such event takes place.

27.4. The Licensee is not entitled to, nor will it ever claim, protection/remedy/rights under the Maharashtra Rent Control Act, 1999 or any amendment or any statutory modification or re-enactment thereof, or of any similar law in force from time to time either as tenant or as holder of any right, title and interest of any kind under any ground whatsoever.

27.5. In the event the Licensee becomes entitled to continue the use of the Licensed Premises against the will or desire of the Licensor and/or if any of the rights, powers or privileges of the Licensor are not capable of being enforced in their entirety by virtue of any legislation, then this Agreement shall be deemed to have been terminated by mutual consent of the Parties on a day prior to the date on which the Licensee becomes entitled to claim any right which is inconsistent with the provisions hereof.

28. **PERSONAL LICENSE:**

28.1. The License agreed to be granted herein to the Licensee is personal to the Licensee and the Licensee shall not assign the same or transfer the benefit thereof to any persons/parties, and/or permit any third parties to use/ occupy the Licensed Premises, and/or permit any third party to exercise and/or avail of the benefit of the License herein and/or induct any third parties therein.

28.2. The Licensee shall not grant any operating, managing or conducting rights in respect of the Permitted Business, or assign the Licensee's business/concern as a going concern, or enter into any like or other arrangement, understanding, or agreement in respect of the Permitted Business and the Licensee alone shall personally and exclusively own, hold, operate, manage, control, and undertake the Permitted Business in the Licensed Premises.

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28.3. If it is desirous of altering or changing its constitution and/or introducing any third parties as partners, joint ventures, shareholders and/or in other capacity, the Licensee shall intimate in advance (in writing) to the Licensor.

29. **SUPERSESSION:**

The Licensor and the Licensee are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and finalisation of this Agreement. This Agreement shall supersede all prior writings, memorandums, letters of intent, etc. (if any) exchanged and/or executed by and between the Parties hereto.

30. **NON WAIVER:**

30.1. Neither this Agreement nor any term hereof shall be changed, waived, discharged, or amended orally except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) with (but only with) the written consent of both Parties hereto; provided however that no such waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereto.

30.2. The failure or delay of either party to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained herein, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect.

31. **PARTIAL INVALIDITY:**

It is agreed by and between the Licensor and the Licensee that if at any time, any provision of this Agreement shall become or be held illegal, invalid or unenforceable in any respect under any law, then the legality, validity or enforceability of the remaining provisions shall not be, in any way, thereby affected or impaired. Any invalid or unenforceable provisions of this Agreement may, at the sole option of the Licensor, be replaced with provisions which is/are valid and enforceable and most nearly reflects the

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original intent of the invalid or unenforceable provisions, and the Licensee shall fully co-operate with the Licensor in such matter and execute such writings/ instruments as may be required.

32. **STAMP DUTY & REGISTRATION:**

The Licensee shall bear and pay the entire stamp duty and registration charges upon this Agreement. Each Party shall bear and pay its own separate Advocates costs, charges and expenses. The Parties hereto shall as soon as possible after the execution of this Agreement, lodge the original copy of this Agreement for registration with the Office of the Sub-Registrar of Assurances at Pune and respectively admit execution hereof in accordance with the Indian Registration Act, 1908. The original registered version of this Agreement shall be retained by and be the property of the Licensor and the duplicate counterpart hereof shall be retained by and be the property of the Licensee.

33. **DISPUTE RESOLUTION AND JURISDICTION**

33.1. In case of any disputes or differences arising between the Parties as to the existence, validity, effect, interpretation, breach, termination or application of this Agreement and Related Writings or as to their rights, duties or liabilities thereunder or as to any act or matter arising out of or consequent to this Agreement ("**Dispute**"), the Parties shall endeavour to resolve the such Dispute amicably through mutual discussions within a period of 30 (thirty) days from the date on which a Party receives written intimation of the existence of a Dispute from the other Party. It is agreed and understood between the Parties that, all matters or disputes relating to the payment and recovery of License Fees, CAM Charges and other charges (including utility charges) shall fall within the purview of a Dispute as defined in this Clause.

33.2. This Agreement shall be construed under and governed by the laws of Maharashtra, India and each Party hereby expressly and irrevocably submits itself to the exclusive jurisdiction of Courts of competent jurisdiction at Pune, India.

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33.3. Without prejudice to either Party's right to seek redressal in court, each Party shall continue to perform its obligations under this Agreement, notwithstanding any Dispute or the implementation of the procedure referred to in this clause.

34. **MISCELLANEOUS:**

Notwithstanding anything to the contrary contained in this Agreement it is hereby agreed, declared and confirmed as follows:

34.1. The Licensor shall always be freely entitled to and shall have the absolute right to make any variations, alterations, additions or amendments to or in respect of development of the Property or any parts thereof including relocating/ realigning of overhead and/or storage tanks, pumps, power, sewage, gas and other amenity, service or utility connections and/or lines and open spaces and/or varying the location of any accesses to the Shopping Mall and/or the Licensed Premises.

34.2. The Licensor shall be entitled to re-orient the various areas and premises in the Shopping Mall and also to route and re-route traffic in the Shopping Mall and open and close the various entries and exits in the Shopping Mall as the Licensor may from time to time decide.

34.3. The Licensor shall always be freely entitled, from time to time, to change the name of the Shopping Mall and/or any logos, signage or Intellectual Property in respect thereof as it deems fit.

34.4. The Licensor shall always be fully entitled to mortgage, sell, transfer, discount receivables with a bank or financial institution or otherwise deal with and/or alienate in any manner, the Shopping Mall and/or the Licensed Premises and/or its right, title or interest therein, or any part thereof, on such terms and conditions as it may deem fit, subject to this Agreement.

34.5. The Licensor, as the holder of the Property, has and shall always have full power, rights, authority, control and discretion upon and over the entire Property and every part thereof and upon and in respect of the entire operations and management of the Shopping Mall. Consequently the Licensor shall be freely entitled and at liberty in its sole and unfettered

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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discretion to cause to be operated/managed the Shopping Mall through any third parties (including a Mall Management Agency) and/or empower and/or delegate to any third parties (including the aforesaid Mall Management Agency) the performance of all or any of the functions, rights, powers and privileges of the Licensor recorded in this Agreement and/or the Building Operation Manual and/or the Fit Out Manual, whereupon the Licensee shall be bound and liable to deal with such parties at the express direction of the Licensor.

34.6. The Licensor is and will be fully and absolutely entitled to carry out development upon the Property and the Sector I Balance Development, at its sole discretion and will carry out the same over an extended period of time. The Licensee undertakes that the Licensee will not be entitled to and will not object in any manner or in any forum whatsoever to the said development upon the Property and the Sector I Balance Development.

34.7. The License to use the Licensed Premises has been granted in accordance with Section 52 of the Indian Easements Act, 1882 and it is specifically agreed between the Parties that this is purely a temporary license granted by the Licensor to the Licensee revocable as stated herein and shall not be construed in any manner as a Lease (as defined in Chapter V of the Transfer of Property Act, 1882 or any other statute), partnership, joint venture, franchise or agency between the Licensor and the Licensee nor shall the Parties constitute an association of persons in any manner whatsoever.

35. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(a) The Licensor states as under:

The Licensor is assessed to Income Tax and the Permanent Account Number allotted to the Licensor is AAACC7252M.

(b) The Licensee states as under:

The Licensee is assessed to Income Tax and the Permanent Account Number allotted to the Licensee is AACCC6637N.

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune

SCHEDULE 1

(Map delineating the Licensed Premises)

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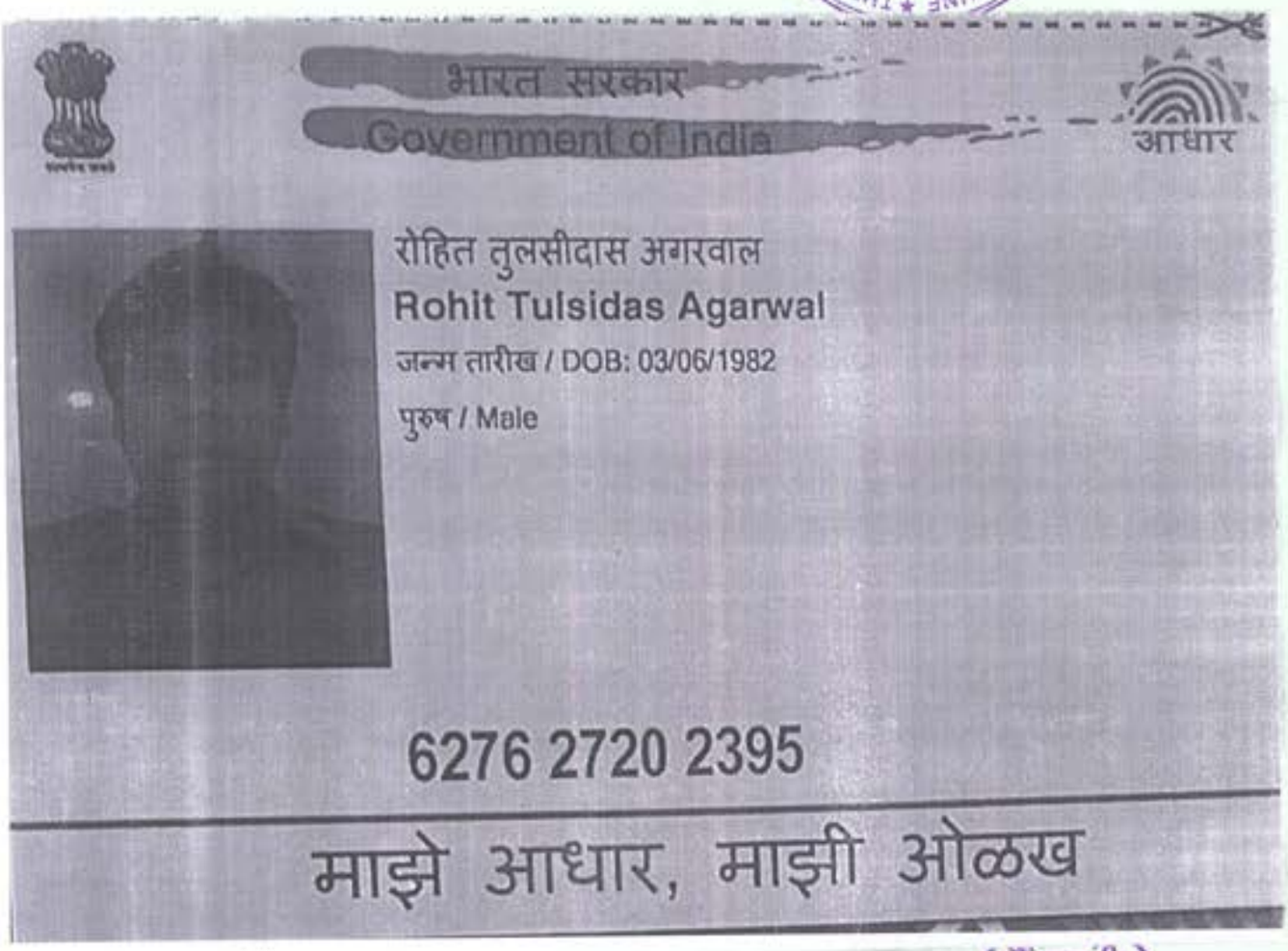
THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22 PUNE CITY PUNE



For CH

DIRECTOR

Chh. Properties Pvt. Ltd. Pune-4

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SCHEDULE 2

(Maintenance and CAM Charges)

1. Housekeeping/sanitation services;
2. Electricity/water charges in respect of common areas;
3. HVAC for common areas;
4. AMC's for all plants machinery and facilities and amenities provided in the Shopping Mall;
5. Lifts, Escalators and other utilities;
6. Civil, plumbing, structural and all other repairs replacements and maintenance;
7. Maintenance and upkeep of the Shopping Mall;
8. Fees and charges of the Mall Management Agency;
9. Insurance of the Shopping Mall (excluding the Licensed Premises);
10. Horticulture/gardening/landscaping;
11. Manpower/machinery employed for mall maintenance /operation such as security, help desk etc.;
12. Façade cleaning and maintenance;
13. Maintenance of Lifts;
14. Maintenance of pumps;
15. Electronic and physical security services;
16. Operation & Maintenance, AMC, amortization cost of HVAC for common areas;
17. Operation and maintenance of the Shopping Mall Building Management System;

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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18. Pest Control for common areas and landscaped areas;

19. Maintenance of landscaped areas and indoor plants;

20. D. G. Set repair and maintenance;

21. Co-ordination for payment of statutory bills;

22. Electricity costs for all common facilities and areas;

23. Electricity, operator, AMC for lifts, escalators and other equipments including generators, hydra-pneumatic system, fire fighting pumps, plumbing system, electro mechanical systems, waste management etc.;

24. Mall Management Agency charges and fees and fees and salaries of estate manager and other personnel to manage the Shopping Mall;

25. Mall Promotion and Marketing charges, and fees

26. Repair and Maintenance Reserve;

27. Small repairs cost;

28. Cost of plumbing, electrical and HVAC consumables;

29. Cost of equipment and tools for all services;

30. Cost of PF, ESI and Insurance of facility management staff;

31. Taxes such as service tax, CST, MVAT, GST etc;

32. Any other costs associated with the operation of the Shopping Mall;

33. And all other costs and expenses attributable to the Common Area of the Shopping Mall and external areas attributable thereto.

For CHECKMATE COMPUTERS PVT LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CHECKMATE COMPUTERS
PVT.LTD.
25/07/2005

Permanent Account Number
AACCC6637N

Signature

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THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22, PUNE CITY PUNE

For CHECKMATE COMPUTERS PVT. LTD
DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands on the day and year first hereinabove mentioned.

Signed, sealed and delivered

By the above named Licensor

Chitrali Properties Pvt. Ltd.

Through its authorised signatory

Mr. Pandurang Gopale

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Photo

Left thumb impression

Signature

Signed, sealed and delivered

By the above named Licensee

Checkmate Computers Pvt. Ltd.

Through its authorised signatory

For CHECKMATE COMPUTERS PVT LTD

DIRECTOR

Mr./ Ms. R. Rajnikanth

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For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Photo | Left thumb impression | Signature

WITNESSES:

Witness 1: | Witness 2:

Name: Prashant Pawar | Name: Rajesh chawda

Address: Kothrud, Pune 411038 | Address: Vadgaon Bk, Pune - 411041

Signature: | Signature:

For CHECKMATE COMPUTERS PVT. LTD

DIRECTOR

Chitrali Properties Pvt. Ltd. Pune-4

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5/17/22, 7:46 PM Property Tax Bill

PUNE MUNICIPAL CORPORATION

PROPERTY TAX BILL

(propertytax.punecorporation.org)

PROPERTY DETAILS

Property ID:	O/4/10/01474145	Financial Year:	2022-2023	Bill No:	3322	NonResi Meter No:
Assessment Date:	01/04/2017	Last Payment:	Rs.24140/- 30/12/2021	Ward:	Aundh	Current Bill Date: 17-05-2022

OWNER DETAILS

Name:	CHITRALI PROPERTIES PVT LTD
Address:	GFN 01A SR.NO 169/1 SECTOR I WESTEND MALL,,AUNDH D.P ROAD PUNE 411007
Property Description:	GFN 01A SR.NO 169/1 SECTOR I WESTEND MALL,,AUNDH D.P ROAD PUNE 411007

ANNUAL RATEABLE VALUE

Resident	Non Resident	General Exemption	Open Plot	Total
0	41950	0	0	41950

PROPERTY TAX BILL

Tax Head	Tax Percentage	April-September	October-March
General Tax	40.75	8547	8548
Water Tax	-	1959	1959
Conservancy Tax	20.5	4300	4300
Fire Tax	1.5	315	314
Tree Tax	1	210	210
Water Benefit	5.75	1206	1206
Water Sewerage	9.5	1993	1992
Street Tax	10	2098	2097
Special Conservancy Tax	0	0	0
Pmc Edu Tax Amt	1.75	367	367
Education Tax Resi	0	0	0
Education Tax Non Resi	12	2517	2517
Employee Guarantee Tax	3	629	630
Large Property Tax	0	0	0
Total		24141	24140
Current Demand			48281
Solar/Vermi/Rain Harvest Disc.	Discount - 0		0
Arrears + Penalty			0
Deposited			0
Discount Amt			1709
Net Amount			48281
Up to 31-05-2022			46572

Pay Online Print

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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT
JOINT SUB REGISTRAR (CL-II) HAVELI NO. 22, PUNE CITY PUNE ★ THE SEAL

LEGENDS

Sr. No	SYMBOL	DESCRIPTION
01		12 MM TOUGH GLASS,(BY TENANT
02		75 MM THK .DRY PARTITION WALL
03		COLUMN DETAILS.
04		200 MM THK. SIFOREX WALL

FLOOR NAME	BRAND NAME	UNIT NO	CARPET AREA	WESTEND MALL	
GROUND FLOOR NORTH		GFN - 01B		SHOP PLAN	24-01-2022

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF CHITRALI PROPERTIES PRIVATE LIMITED HELD ON THURSDAY, THE 25th DAY OF FEBRUARY, 2016 AT THE REGISTERED OFFICE OF THE COMPANY AT 'SUMA SHILP', 93/5A, ERANDAWANE, PUNE 411004.

The Chairman informed the Board, that it is necessary to authorise Mr. Pandurang Gopale to make, sign, alter & amend the lease and licenses agreement/s to be executed with various lessees / licensees in Company's project Westend shopping mall situated at S. No. 169/2, Sector I, Aundh, Pune – 411007 The matter was discussed at length and the following resolution was unanimously passed,

"RESOLVED THAT Mr. Pandurang Gopale, be and is hereby authorized to make, sign, alter & amend the leave and licenses agreement/s to be executed with various lessees / licensees in Companies project Westend shopping mall situated at S. No. 169/1, Sector I, Aundh, Pune – 411007 and to present before the registration authority for registering and to receive back the original agreements and other deeds and documents and to do any such other acts, deeds and things as are necessary and incidental."

For and on behalf of the Board

Keidar Natu
Company Secretary
Membership No.: - 45127

Pune, the 25th day of April, 2022.

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THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22 PUNE CITY

CERTIFICATE OF INCORPORATION

I hereby certify that CHITRALI PROPERTIES PRIVATE LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited

Given under my hand at MUMBAI this THIRTEENTH day of NINETEEN

(Y.H. DESHMUKH)
Registrar of Companies

PERMANENT ACCOUNT NUMBER
AAACC7162M

CHITRALI PROPERTIES PRIVATE LIMITED

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Receipt (Extract)

523/2340 पावती Original/Duplicate
Monday,May 09 ,2022 दस्त क्र. :3514
4:13 PM Regn. 3514

पावती क्र. : 3868 दिनांक: 09/05/2022

सादर करणारे: श्री.
दस्तऐवजाचा अनुक्रमांक: हवल22-7340-2022
दस्तऐवजाचा प्रकार : करारनामा सहित श्री.पोतदार
मोबदला: हवेली क्रमांक-२२, मांजरी बुद्रुक पोलीस

दस्त हाताळणी फी	₹. 100.00
पृष्ठांची संख्या: 20	₹. 400.00
एकूण:	₹. 500.00

आपणास मूळ दस्त ,सोबत दिनांक 09/05/2022 ला 21 PM मुद्रांक विक्रेता विक्रेत्र.

मुद्रांक शुल्क : ₹.0.01 /-
नोंदणी फी :₹.0/-
आपणास एकूण शुल्क : ₹. 500/-

1) मुद्रांक प्रकार: DHC एकूण :₹.400/-
रिझर्व्ह बँक ऑफ इंडिया मुंबई संकेत: 0705202201116 दिनांक: 09/05/2022
मोबदला रक्कम ₹ 0/-
2) मुद्रांक प्रकार: eChallan एकूण :₹.100/-
रिझर्व्ह बँक ऑफ इंडिया संकेत: MH01571016202223P दिनांक: 09/05/2022
मोबदला रक्कम ₹ 0/-

मुद्रांक विक्रेता
सही
मुद्रांक विक्रेता सही

ENGLISH
SRO Form Number-0

Paper Details
Stamp Duty
Type of Payment: Registration Fee
Office Name: HAVELI JOINT SUB REGISTRAR
Location: Chalti
Time: 2022-05-09 Date Time
Stamp Duty Amount: 800.00
Registration Fee Amount: 30.00
Total Amount: 830.00
Payment Details: STAMP DUTY
Payment Mode: Online - Challan
Bank Name: Reserve Bank of India
Challan No.: MH01571016202223P
Challan Date: 09/05/2022 00:00:00
Bank Ref. No.: 0705202201116
Bank Date: 09/05/2022 00:00:00
Bank Branch: RESERVE BANK OF INDIA
Bank Id No.: 0000
Total No. of Pages: 20
Remarks: NA
Signature of Registrar
Date: 09/05/2022
Time: 16:14:14
Page 1/1

Department of Stamp & Registration, Maharashtra
Receipt of Document Handling Charges
Date: 09/05/2022
Received from CHITRALI PROPERTIES PVT LTD, Hadapsar, Pune, Maharashtra, 411028 an amount of Rs.100/- towards Document Handling Charges for the Document to be registered (HAVELI) in the Sub-Registrar office JOINT S.R. Haveli-21 of the District Pune
Payment Details
Bank Name: SBI
Date: 09/05/2022
Bank Ref.: [illegible]
RCPT No.: 0705202201
This is computer generated receipt hence no signature is required

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ENGLISH
SRO Form Number-0

Paper Details
Stamp Duty
Type of Payment: Registration Fee
Office Name: HAVELI JOINT SUB REGISTRAR
Location: Chalti
Time: 2022-05-09 Date Time
Stamp Duty Amount: 800.00
Registration Fee Amount: 30.00
Total Amount: 830.00
Payment Details: STAMP DUTY
Payment Mode: Online - Challan
Bank Name: Reserve Bank of India
Challan No.: MH01571016202223P
Challan Date: 09/05/2022 00:00:00
Bank Ref. No.: 0705202201116
Bank Date: 09/05/2022 00:00:00
Bank Branch: RESERVE BANK OF INDIA
Bank Id No.: 0000
Total No. of Pages: 20
Remarks: NA
Signature of Registrar
Date: 09/05/2022
Time: 16:14:14
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09/05/2022

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09 | 05 | 2022

JOINT SUB REGISTRAR (CLASS-II) HAVELI-21 PUNE
सह. दुय्यम निबंधक (वर्ग-२) हवेली क्र. २१ पुणे

GENERAL POWER OF ATTORNEY
(Administrative & Presentation POA)

I, Shri. Pandurang Balwant Gopale Age : 55 years, Residing at A2/506, Kalpataruh Phase 1 Co-op. Housing Society Limited, S.No. 126/1H, Shivshivnagar, Kothrud, Pune-411 038 send greetings.

WHEREAS I am authorised by Chitrali Properties Private Limited vide their Board of Resolution dated 23rd February, 2018 to sign and execute with various Lessees / Licensees of the premises in the project 'Westend Mall' situate at S.No. 126/1, CTS No. 2495, Sector-1, Aundh, Pune-411060.

AND WHEREAS I am desirous of appointing the following persons for the purpose of registration of various Deeds and Documents inter alia Leave and License Agreements, Lease Deeds, Correction Deeds, Supplementary Deeds or any other Deed or documents signed by me in my capacity as the authorised person under the aforesaid Board Resolution dated 23rd February, 2018.

AND WHEREAS I Shri. Pandurang Balwant Gopale do hereby appoint, nominate and constitute the following persons to act jointly or severally to do the following acts, deeds and things on my behalf.

(1) Mr. Vikas Chauhan	Age: 42 Yrs. Designation: Deputy Manager - Human Resources
(2) Mr. Suraj Omprakash Alani	Age: 36 Yrs. Designation: Assistant Manager - Recruitment
(3) Mr. Hitesh Vilas Khopkar	Age: 43 Yrs. Designation: Assistant Manager - Accounts
(4) Mr. Shrikant Bhagwanrao Pathak	Age: 47 Yrs. Designation: Manager - Finance
(5) Ms. Maharana Prashant Shinde	Age: 28Yrs. Designation: Tenant Relation Executive

In my name or severally as my true and lawful attorney for the purpose of registration of the various Deeds and Documents inter alia Leave and License Agreements, Lease Deeds, Correction Deeds, Supplementary Deeds or any other Deed or documents signed by me in the capacity as the authorised person under the above referred Board Resolution dated 23rd February, 2018 and to admit execution thereof.

To present various Deeds and Documents inter alia Leave and License Agreements, Lease Deeds, Correction Deeds, Supplementary Deeds or any other Deed or documents signed by me before the appropriate Sub-Registrar of Assurances and to admit execution thereof and to do all acts, deeds and things necessary to get such Deeds or documents registered.

This Power of Attorney is only for presentation and admission of execution of Leave & License Agreements, deeds, and agreements related to the Licensed Premises before the Sub- Registrar.

And I do hereby agree to ratify and confirm all the acts, deeds and things done by the said attorney in pursuance of this power. And this Power of Attorney is irrevocable and shall be by Consideration.

09/05/2022

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09/05/2022

IN WITNESS WHEREOF I have signed this Power of Attorney on this 09th day of May 2022 at Pune.

Pandurang Balwant Gopale
(Principal)

Photo | Left Thumb Impression

MR. PANDURANG BALWANT GOPALE
EXECUTANT

(1) Mr. Vikas Chauhan — Signature
(2) Mr. Suraj Omprakash Alani — Signature
(3) Mr. Hitesh Vilas Khopkar — Signature
(4) Mr. Shrikant Bhagwanrao Pathak — Signature
(5) Ms. Maharana Prashant Shinde — Signature

WE HEREBY ACCEPT THE ATTORNEY

1. MR. VIKAS CHAUHAN — Photo — Left Thumb Impression / Signature

WE HEREBY ACCEPT THE ATTORNEY

2. MR. SURAJ OMPRAKASH ALANI — Photo — Left Thumb Impression / Signature

WE HEREBY ACCEPT THE ATTORNEY

2. MR.NILESH VILAS RAIPIRAK		Left Signature

WE HEREBY ACCEPT THE ATTORNEY

3. MR.DEEPAK BHAGWANRAO PATHAK		Left Signature

WE HEREBY ACCEPT THE ATTORNEY

4. MR. AKSHAYATA PRABHAKAR SHETHGIRI		Left Signature

In presence of

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CERTIFICATE OF INCORPORATION

EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF CAPITALE PROPERTIES PRIVATE LIMITED HELD ON THURSDAY, THE 13TH DAY OF FEBRUARY, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT 1004A NIRLF, PUNA KOHINOOR, PUNE 411006.

"RESOLVED THAT Mr. Purushottam Bajaria, be and is hereby authorised to make, sign, alter & amend the terms and licenses agreements or be associated with various licensees / licensees in Company's project Mindspace shopping mall situated at S. No. 108/1, Sector 1, Aundh, Pune - 411007 and to present before the registration authority for registering and to receive back the original agreement's and other deeds and documents and to do any work either acts, deeds and things as are necessary and incidental."

For and on behalf of the Board

Kailas Nuhi
Company Secretary
Membership No.: 49020

Pune, the 13th day of April, 2022

THE SUB REGISTRAR (CL-II) HAVELI 22, PUNE CITY PUNE
सह दुय्यम निबंधक (वर्ग-२) हवेली क्र. २२, पुणे शहर पुणे शहर पुणे

Aadhaar-Aam Aadmi ka Adhikar

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THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22, PUNE

CHECKMATE

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD ON 15.07.2022,
AUTHORISATION TO ENTER INTO AGREEMENT WITH RESPECT TO NEW SHOP AT GFN -01B, Westend Mall, Sector 1, Building A.S. No.169/1, Near Parihar Chowk, DP Road, Aundh , Pune-411007, Maharashtra

"RESOLVED that the Company do enter into the below mentioned agreements with M/s. Chitrali Properties Pvt Ltd (AAACC7252M) , office at 93/5A, Erandawane, Pune – 411 004

(i) a Leave & License Agreement setting out the terms and conditions upon which M/s. Chitrali Properties Pvt Ltd grant to the leave & license to use the Shop at GFN -01B, Westend Mall, Sector 1, Building A.S. No.169/1, Near Parihar Chowk, DP Road, Aundh , Pune-411007, Maharashtra
(for the purpose of carrying on the business of sale of computers, laptops, printers and related accessories manufactured/ marketed under the trademark/ trade name/ brand name "HP"),

"RESOLVED FURTHER that Mr. Rohit Tulsidas Agarwal S/o Mr. Tulsidas Gordhandas Agarwal having (PAN: ADXPA9380K, Aadhar No.6276 2720 2395) residing at 403, OM Plaza C H S, Plot No. 96, Opp Rajohani Sweets, Sector-2, VTC: Navi Mumbai, PO. Kopar khaime, Thane Dt, Maharashtra – 400 709, be and is hereby authorized and empowered, for and on behalf of the Company, to finalize, sign, register, execute and deliver the aforesaid Agreements and attachments thereto and such further/ other documents and papers as may be necessary or required or as he may deem fit and to do all acts, matters and things necessary/ required in relation thereto and for the registration of the said Leave & License Agreement".

//CERTIFIED TRUE COPY//

For CHECKMATE COMPUTERS PRIVATE LIMITED,
For CHECKMATE COMPUTERS PVT. LTD

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DIRECTOR

RAJAGOPAL RAJNIKANTH
Director
DIN: 01028090

THE SEAL OF JOINT SUB REGISTRAR (CL-II) HAVELI-22, PUNE CITY PUNE

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THE SEAL OF JOINT SUB REGISTRAR (CL-III) HAVELI-22, PUNE CITY PUNE

घोषणापत्र

मी सूरज ठेकाणी यादवारे घोषित करतो की, दुय्यम निबंधक हवेली नं.२२ यांचे कार्यालयात लिव्ह अँड लायसेन्स करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.श्री पांडुरंग गोपाळे व इ. यांनी दि. ०९/०५/२०२२ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी,सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे.सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाही.सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णत: सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास,नोंदणी अधिनियम,1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक ३०/०९/२०२२

Suraj O. Ailani

कुलमुखत्यारपत्रधारकाचे नाव

व सही

सूरज ठेकाणी

STAMP DUTY CALCULATION -Chekmate computers Pvt Ltd HP

Licensor **Chitrali Properties Private Limited**
Through its Authorized Signatory Mr. Pandurang Babura Gopale Age-62 years, 93/5A, Erandawane, Pune-411 004
PAN AAACC7252M

Licensee **Chekmate computers Pvt Ltd HP**
authorised signatory -
office No 7, Surojini Street , Ram Nagar , Coimbatore - 641009

Period - 20/07/2022 to 19/07/2027 (60 Months)

Description of the Unit GFN 01B

Unit/Premises - Carpet Area - 373 square feet 623Chargeable Area

Floor - GROUND NORTH FLOOR

from	To	per Month Rent	Total Rent	Months
20/07/2022	19/07/2023	100,000.00	1,200,000.00	12
20/07/2023	19/07/2024	100,000.00	1,200,000.00	12
20/07/2024	19/07/2025	100,000.00	1,200,000.00	12
20/07/2025	19/07/2026	115,000.00	1,380,000.00	12
20/07/2026	19/07/2027	115,000.00	1,380,000.00	12
			6,360,000.00	60.00
		AVE RENT	106,000.00	
	A		6,360,000.00	
		DEPOSITE	600,000.00	
	B		300,000.00	
		A+B	6,660,000.00	
		Stamp duty	17,000.00	
		registration	1,000.00	
		Total Stamp Duty & Reg	18,000.00	

हवल – २२
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THE SEAL OF JOINT SUB REGISTRAR (CL-II) PUNE CITY

CHALLAN
MTR Form Number-6

GRN	MH008912822202223M	BARCODE	Date 26/08/2022-10:32:44	Form ID	36A

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAACC7252M
Office Name	HVL13_HAVELI 13 JOINT SUB REGISTRAR	Full Name	CHITRALI PROPERTIES PVT LTD
Location	PUNE		
Year	2022-2023 One Time	Flat/Block No.	UNIT NO GFN 01 B S NO 169/1 SECTOR 1
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	17000.00	Road/Street	D P ROAD AUNDH
0030063301 Registration Fee	1000.00	Area/Locality	PUNE
		Town/City/District	
		PIN	4 1 1 0 0 7
		Remarks (If Any)	
		PAN2=AACCC6537N~SecondPartyName=CHECKMATE COMPUTERS PVT LTD~CA=60~Mark	
Total	18,000.00	Amount In Words	Eighteen Thousand Rupees Only
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / Ref. No.	00040572022083076610 / CPABZLYFM4
Cheque/DD No.		Bank Date / RBI Date	30/08/2022-00:00:00 / 01/09/2022
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	444 , 01/09/2022

हवेली – २२
१६१० | ७७ | ८०
२०२२

₹18000.00

Department ID : Mobile No. : 9890644835

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

Signature Not Verified
Digitally signed by DS VIRTUAL TREASURY MUMBAI 03
Date: 2022.09.30 17:50:18 IST
Reason: GRAS Secure Document
Location: India

Challan Defaced

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-523-16190	0004241136202223	30/09/2022-15:55:16	IGR563	1000.00
2	(iS)-523-16190	0004241136202223	30/09/2022-15:55:16	IGR563	17000.00
			Total Defacement Amount		18,000.00

Print Date 30-09-2022 05:50:17

हवल – २२		
१६१८०	७८	८०
२०२२		

THE SEAL OF JOINT SUB-REGISTRAR (CL-III) HAVELI-22, PUNE CITY PUNE

523/16190
शुक्रवार,30 सप्टेंबर 2022 3:55 म.नं.

दस्त गोषवारा भाग-1

हवल22 ८९/८०
दस्त क्रमांक: 16190/2022

दस्त क्रमांक: हवल22 /16190/2022

बाजार मुल्य: रु. 6,00,000/- मोबदला: रु. 1,06,000/-

भरलेले मुद्रांक शुल्क: रु.17,000/-

दु. नि. सह. दु. नि. हवल22 यांचे कार्यालयात
अ. क्र. 16190 वर दि.30-09-2022
रोजी 3:47 म.नं. वा. हजर केला.

Suraj. O. Ailani

दस्त हजर करणाऱ्याची सही:

पावती:17309 पावती दिनांक: 30/09/2022

सादरकरणाराचे नाव: चित्राली प्रॉपर्टी प्रा.लि तर्फे अधिकृत अधिकारी पांडुरंग बाबुराव गोपाळे तर्फे नोंदणीसाठी क.ज.चे कु.मु म्हणून सुरज ऐलाणी

नोंदणी फी	रु. 1000.00
दस्त हाताळणी फी	रु. 1600.00
पृष्ठांची संख्या: 80	
एकुण:	2600.00

Jt.Sub Registrar Haveli 22

Jt.Sub Registrar Haveli 22

दस्ताचा प्रकार: 36-अ-लिव्ह अँड लायसन्सेस

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

शिक्का क्र. 1 30 / 09 / 2022 03 : 47 : 54 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 30 / 09 / 2022 03 : 48 : 48 PM ची वेळ: (फी)

THE SEAL OF JOINT SUB REGISTRAR CLASS-II HAVELI-22

प्रतिज्ञा पत्र

* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. * दस्तातील संपुर्ण मजकुर निष्पादक व्यक्ती, साक्षीदार/ओळखदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे स्वत: जबाबदार राहतील. * दस्तऐवजासोबत जोडलेले कागदपत्रे, कुलमुखत्यार धारक व्यक्ती इत्यादी बनावट आढळून आल्यास याची संपूर्ण जबाबदारी निष्पादकाची राहील.

लिहून देणारे: लिहून घेणारे:

Suraj. O. Ailani

30/09/2022 3 57:09 PM

दस्त गोषवारा भाग-2

हवेली22 CO/CO
दस्त क्रमांक:16190/2022

दस्त क्रमांक :हवेली22/16190/2022
दस्ताचा प्रकार :-36-अ-विक्री अ ंड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:चित्राली प्रॉपर्टीज प्रा.लि तर्फे अधिकृत अधिकारी पांडुरंग बाबुराव गोपाळे तर्फे नोंदणीसाठी क.ज.चे कु.सु म्हणून सुरज ऐवाणी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 93/5ए, एरंडवने, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:	लाभेनमार वय :-31 स्वाक्षरी:-		
2	नाव:चेकमेट कम्प्युटर प्रायवेट लिमिटेड तर्फे अधिकृत अधिकारी रोहित तुलसीदास अगरवाल पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: ऑफिस नं.7,सुरोजीनी स्ट्रीट, राम नगर, कोईमबतूर, रोड नं: -, टाईळ नाडू, कोयमबटोर. पॅन नंबर:AACCC6637N	लाभेनमी वय :-40 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-विक्री अ ंड लायसन्सेस या दस्त ऐवज करून दिल्याचे कबुल करतात.
सिक्का क.3 ची वेळ:30 / 09 / 2022 03 : 50 : 21 PM

ओळख:-
सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असुन दस्तऐवज करून देणा-याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटविलीत

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:वकील मयूर राजाभाऊ बिडकर वय:34 पत्ता:गणेशनगर, कोथरूड, पुणे पिन कोड:411038		

स्वाक्षरी

शिक्का क्र.4 ची वेळ:30 / 09 / 2022 03 : 50 : 49 PM

Jt.Sub Registrar Haveli 22

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	CHITRALI PROPERTIES PVT LTD	eChallan	0004057202208307661 0	MH006912822202223M	17000.00	SD	0004241136202223	30/09/2022
2		DHC		2909202206946	1600	RF	2909202206946D	30/09/2022
3	CHITRALI PROPERTIES PVT LTD	eChallan		MH006912822202223M	1000	RF	0004241136202223	30/09/2022

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

16190 /2022

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

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

प्रमाणित करण्यात येते की, या दस्तऐवजात एकूण.....CO.....पृष्ठे आहेत पहिले नंबराचे पुस्तकाचे.....९६९८०..... ह्या नंबरी नोंदविला आहे

सह दुय्यम निबंधक (वर्ग-२) हवेली क्र.२२
दिनांक 30/09/2022

THE SEAL OF JOINT SUB REGISTRAR CLASS-II HAVELI-22