



पावती

Wednesday, March 29, 2017

12:36 PM

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 3700 दिनांक: 29/03/2017

गावाचे नाव: मरोळ

दस्तऐवजाचा अनुक्रमांक: वदर1-3068-2017

दस्तऐवजाचा प्रकार: 36-अ-लिह अँड लायसन्सेस

सादर करणाऱ्याचे नाव: - - रुद्धया एक्सपोर्ट्स लि चे संचालक अशोक जैन

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 520.00

पृष्ठांची संख्या: 26

एकूण:

रु. 1520.00

दुर्यम निबंधक, अंधेरी-१

बाजार मुल्य: रु. 40000/-

मोबदला रु. 10000/-

भरलेले मुद्रांक शुल्क: रु. 1200/-

सह. दुर्यम निबंधक, अंधेरी क्र.-१,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रक्कम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009957863201617E दिनांक: 29/03/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 520/-

REGISTERED DOCUMENT

DELIVERED ON 2017

REGISTERED DOCUMENT
DELIVERED ON 2017



CHALLAN
MTR Form Number-6

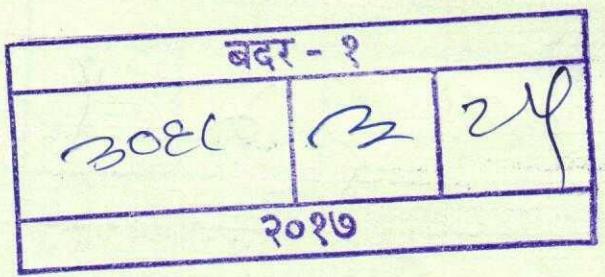
GRN	MH009957863201617E	BARCODE			Date 28/03/2017-12:04:02	Form ID 36A				
Department Inspector General Of Registration			Payer Details							
Stamp Duty			TAX ID (If Any)							
Type of Payment Registration Fee			PAN No.(If Applicable)							
Office Name BDR1_JT SUB REGISTRAR ANDHERI NO 1			Full Name		RUIA EXPORTS LIMITED					
Location MUMBAI					Flat/Block No.		COMMERCIAL PREMISES NO C-109 1ST FLOOR			
Year 2016-2017 One Time			Premises/Building							
Account Head Details		Amount In Rs.			Road/Street		HIND SAURASHTRA INDUSTRIAL ESTATE 85/86 M V ROAD			
0030045501 Stamp Duty		1200.00	Area/Locality				MAROL NAKA ANDHERI E MUMBAI			
0030063301 Registration Fee		1000.00			Town/City/District					
			PIN				4	0	0	0
					Remarks (If Any)					
			SecondPartyName=MESSERS VENTE RETAIL THE SUB-REGISTRAR ANDHERI DIST. (BANDRA) MUMBAI							
					Amount In Words		Two Thousand Two Hundred Rupees Only			
Total		2,200.00	Bank CIN							
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK					
Cheque-DD Details			Ref. No.		02300042017032895333		001273818			
Cheque/DD No.			Date		28/03/2017-12:05:11					
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA					
Name of Branch			Scroll No. , Date		Not Verified with Scroll					

Mobile No. : Not Available

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Print Date 28-03-2017 12:05:18





LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT made at this 29th day of March 2017 ('**Date of Execution**')

BETWEEN

RUIA EXPORTS LIMITED, CIN U51000MH1981PLC023993, a company registered under the Companies Act, 1956 having its registered office at C-109, Hind Saurashtra Industrial Estate, 85/86 M.V.Road, Marol Naka, Andheri East, Mumbai 400059 (hereinafter referred to as "**LICENSOR**") (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **ONE PART**

AND

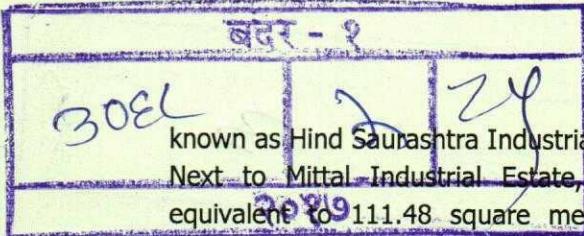
M/S. VENTE RETAIL, a partnership firm registered under the Indian Partnership Act 1932 and carrying on its business at 8, Rashmi Towers, J.B. Nagar, Mumbai – 400 059, through its Partner Mr. Ankur Dayal (hereinafter referred to as "**LICENSEE**") (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partner for time being and from time to time thereof, the survivors or last survivor of them and his/her/their/its heirs, executors, and administrators of last survivor of them and assigns) of the **OTHER PART**

WHEREAS

- A. The Licensor is lawfully seized and possessed of or otherwise well and sufficiently entitled to commercial Premises bearing No. C-109 on 1st floor of the building



[Signature]



known as Hind Saurashtra Industrial Estate, situate at 85/86 M.V. Road, Marol Naka, Next to Mittal Industrial Estate, Mumbai and admeasuring 1200 square feet equivalent to 111.48 square meters or thereabouts (carpet area) (hereinafter referred to as the "Unit"). The Licensor has partitioned the said Unit into 7 smaller offices/ cabins using temporary partitions panels and numbered the said cabins as C-109/1, C-109/2, C-109/3 C-109/4, C-109/5, C-109/6, C-109/7.

- B. The Licensee has approached the Licensor and requested to let out part of the said Unit being Cabin no. C-109/7 admeasuring approx 200 Sq.ft or thereabouts (carpet area) as more particularly described in **Schedule** hereunder written (hereinafter referred to as the "**Licensed Premises**");
- C. At the request of the Licensee, the Licensor has/have offered to grant to the Licensee the facilities to use and occupy the said Licensed Premises for the consideration and upon the terms and conditions hereinafter mentioned:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. Grant of License:

The Licensor hereby agrees to grant on leave and license basis to the Licensee to use and occupy the said Licensed Premises on the terms conditions and covenants hereinafter appearing.

2. Period of License:

The License shall be for a period of 36 (thirty six) months subject to a lock-in period of 12 months unless determined earlier as hereinafter provided. The Licensor will allow the Licensee to enter upon, use, occupy and utilize the said Licensed Premises of and from the date of execution hereof.

3. Commencement of License:

The License shall commence from 15th March 2017.

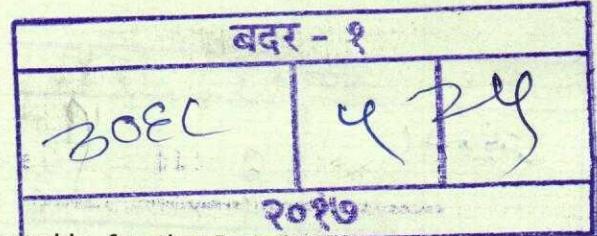
4. Monthly License fees and Compensation:

- 4.1 On and from the Date of Commencement hereof the Licensee shall pay to the Licensor a license fee or compensation at the rate of Rs.10,000/- (Rupees Ten Thousand only) per month plus applicable taxes payable in respect thereof, without default from 15th March 2017 to 14th March 2018 (Inclusive of both days) for such use and occupation as aforesaid.
- 4.2 It is agreed by Parties hereto that said license fee or compensation shall be increased by 10% of license fees or compensation hereby fixed on the expiry of each year for every succeeding year.
- 4.3 Accordingly, the license fees for the period commencing from 15th March 2018 to 14th March 2019 shall be at the rate of Rs. 11,000/- (Rupees Eleven Thousand only) per month plus applicable taxes payable in respect thereof, and thereafter for the period commencing from 15th March 2019 to 14th March 2020 shall be at the rate of Rs. 12,100/- (Rupees Twelve Thousand One Hundred only) per month plus applicable taxes payable in respect thereof.

5. Date and Mode of Payment of monthly License Fee or Compensation:

- 5.1 The said License fees shall be payable by in advance on or before the 7th day of English Calendar month, time being of the essence.
- 5.2 The Licensee has on the Date of Execution, deposited with the Licensor, 12 post-dated cheques, the details whereof are more particularly set out in **Annexure II** in





respect of the monthly License fees payable for the Period of License, after deducting therefrom TDS at the rate of 1%. The Licensee undertakes to handover to the Licensor the relevant TDS certificates within a period of 120 days from the date of payment thereof.

- 5.3 The Licensee is aware that the payment of the License fees and all other taxes payable in respect thereof on the due dates, is the essence of contract.
- 5.4 In the event the said License Fees or any part thereof remains unpaid on due date for any reason whatsoever attributable to the Licensee, the Licensor shall be entitled to and Licensee shall pay, interest at the rate of 24% per annum on such amount as remains unpaid until payment in full is made by the Licensee to the Licensor.
- 5.5 On due realisation of the License Fees as aforesaid, the Licensor shall issue necessary receipt in the name of the Licensee for the same.

6. Interest free Refundable Security Deposit:

- 6.1 On execution hereof, the Licensee has paid to the Licensor, an interest free refundable security deposit of Rs. 40,000/- (Rupees Forty Thousand only) by Cheque No. 001174 Dated 29/10/2017 drawn on HDFC Bank _____ Branch made payable in favour of the Licensor (the payment and receipt whereof the Licensor doth hereby admit and acknowledge) for performance and observance by the Licensee of the terms and conditions hereof which shall without prejudice to the other rights and remedies of the Licensor under this Agreement and in law, and without the Licensee being absolved of its obligations under this Agreement, be liable to be forfeited in the event of the Licensee commits breach of any terms hereof.
- 6.2 If however this Agreement is terminated without any default on the part of the Licensee and/ or its agent or by efflux of time, said deposit will be refunded without interest to the Licensee on such termination and vacation of the Licensed Premises in good and tenable condition after adjustment of the arrears of unpaid License Fees, repair expenses and any amounts found to be payable by Licensee on that date.

7. Payment of Electric Charges, Water Charges, Municipal Taxes etc.

- 7.1 The Licensor shall be responsible for the payment of monthly municipal taxes and maintenance charges in respect of the said Unit.
- 7.2 The Licensor shall allow the Licensee to get temporarily telephone and internet connection till the validity of this Agreement. The Licensee agrees and undertakes not to use above documents as address proof for any purpose whatsoever.
- 7.3 Of and from the Date of Commencement hereof and of the Period of License, the Licensee shall bear pay and reimburse to the Licensor the following:
 - 7.3.1 The charges payable for the electricity that shall be consumed in the said Licensed Premises together with other charges such as meter rent inspection fees etc.;
 - 7.3.2 The charges payable for telephone and internet connectivity that shall be consumed in the said Licensed Premises together with other charges such as meter rent inspection fees etc.;
 - 7.3.3 The proportionate water charges for the water used in the said Licensed Premises together with other charges such as cesses meter rent and outgoings in respect thereof;
- 7.4 The Licensee does hereby expressly indemnify and keep indemnified saved defended and harmless, the Licensor of from and against any cost charge expense



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risk harm prejudice suit proceeding or claim that may be made due to the non-payment or non-observance of the conditions hereof or any of them.

7.5 It is hereby clarified that initially the Lessor at its option shall pay (though not liable to do so) the aforesaid utility charges, dues, etc., in respect of the said Licensed Premises as aforesaid and that the same will be ultimately borne and paid by the Licensee alone. The Licensee hereby agrees and undertakes to reimburse the aforesaid electricity and water charges, etc., to the Lessor, without raising any dispute challenge or objection in that behalf of any nature whatsoever. The payment/ reimbursement of the aforesaid charges on the respective due dates thereof will be the essence of this contract.

8. User of the Licensed Premises:

- 8.1 The Licensee shall use the said Licensed Premises for the purposes of carrying on their business of E-commerce and for no other purpose or purposes without consent of the Lessor, and in particular not to use or permit or suffer use of same or any part thereof for residential purpose and shall not store any obnoxious, dangerous or inflammable things/ articles, contraband in the Licensed Premises.
- 8.2 The Licensee shall obtain all requisite permissions, licenses and statutory clearances from the concerned authorities to run the business and on failure to do so the Lessor shall not be made liable for any consequences that may arise thereof on account of such lapses.
- 8.3 The Licensee shall take all reasonable and good care of the said Licensed Premises and shall not cause any damage thereto or to any part thereof.
- 8.4 The Licensee shall abide by the rules regulations bye-laws and other directions of the Hind Saurashtra Industries Co-operative Society Limited.

8.5 The Licensee shall attend to all day to day minor repairs and keep the said Licensed Premises in tenable repair and good condition during the term hereof.

8.6 The Licensee shall use the said Licensed Premises by themselves for the purposes of the E-commerce business and in any event not to allow or permit others or outsiders to use the said Licensed Premises or any part thereof.

8.7 The Licensee shall not use the said Licensed Premises in any manner prejudicial to the Lessor's right and interest in respect thereof.

8.8 In the event of the Licensee making use of the said Licensed Premises for any unauthorized purpose and the same resulting in any civil and/or criminal action, the Licensee hereby agrees and undertakes to keep the Lessor fully indemnified of from and against all consequences that may arise therefrom including of, from and against all costs charges and expenses as may be incurred by the Lessor in prosecuting or defending any proceedings as may be instituted or as may become necessary including the legal professional expenses of such proceedings.

9. Maintenance and Replacement of Fixtures Fittings:

The Licensee shall keep and maintain the fixtures, fittings and effects of the Lessor in the Licensed Premises in good order and conditions and upon the termination of the License will leave the same in as good condition as they were in on the date hereof and make compensation for any damage done or for any articles missing (reasonable wear and tear accepted).

10. Restriction on Assignment and Transfer



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The Licensed Premises are given to the Licensee on personal basis and the Licensee shall not be entitled to and shall not assign or transfer this Agreement or the rights interests and benefits thereunder in whole or in part to any person, firm or company or to anybody else to occupy the Licensed Premises or any part thereof without prior written consent of the Licensor. Nothing in this agreement shall be deemed to grant lease and the Licensee agrees and undertakes that no such contention shall be taken up by the Licensee at any time.

11. Licensee's Covenants

- 11.1 **Not to Permit for Nuisance:** The Licensee shall not do or suffer to be done anything in the Licensed Premises which is or is likely to be a nuisance or annoyance to Licensor or its employees and agents using the said Licensed Premises or other occupants of the said Unit/ building or to prejudice the rights of Licensor qua the Licensed Premises.
- 11.2 **Not to make alteration and commit waste:** The Licensee shall not make any structural alterations or additions to the Licensed Premises nor construct, fix or erect any fixtures or fittings therein nor alter the position of any fixtures and fittings or effects, if any, belonging to the Licensor without previous consent in writing of the Licensor.
- 11.3 **Not to bring dangerous articles, goods, material, etc and affecting insurance:** The Licensee shall not bring or store or suffer to be brought or stored in the Licensed Premises and/or any common areas and/ or any part of the said Unit, any hazardous, dangerous, combustible or inflammable goods or material which may invalidate or enhance the risk covered by the policies of the insurance on the said Licensed Premises or Unit/ building and to make good to and indemnify and keep indemnified the Licensor against loss claim damages costs charges and expenses, which may be occasioned by the use of the Licensed Premises or by unauthorized use by the Licensee of any part of the Unit/ building.
- 11.4 **Restriction on erection of placard, sign etc.:** The Licensee shall not affix any placard, notice, advertisement or other fixtures or fittings on the entrances, landing, outer walls exteriors of the building except in the place indicated by the Licensor at the entrance to the said Licensed Premises/ Unit.
- 11.5 **Payment of Income Tax, Service Tax, Sale Tax Custom/Excise Duties etc.:** The Licensee shall promptly bear and pay from time to time all its liabilities for Income Tax, Service Tax, Sale Tax, Custom/Excise Duties and all other statutory and other liabilities and the Licensor will not be liable in any manner whatsoever in that behalf. The Licensee will keep the Licensor indemnified in that behalf.
- 11.6 **Removal of furniture, fixtures, fittings, etc.:** On expiry of the term of the arrangement herein or on the prior termination thereof the Licensee hereby agrees and undertakes to remove all its furniture fixtures fittings articles belongings and things which the Licensee may bring into the said Licensed Premises.

12. Key of the Main Door:

The Key of the main entrance door to the Licensed Premises/ Unit shall always remain with the Licensor. A duplicate key of the Licensed Premises shall be given by the Licensor to the Licensee for his/their convenience.

13. Restriction on alteration in partition walls and ceiling:

- 13.1 Besides, the Licensee shall not make or permit to be made any alterations or additions whether temporary or otherwise in the constructions or the arrangement internal or external nor cut alter or damage any part of walls and ceiling of the said Licensed Premises without previous consent in writing of the Licensor.



13.2 Subject to the prior permission in writing being procured by the Licensee from the Lessor, the Licensee will be entitled to repair and renovate the said Licensed Premises at his/their own cost. The Licensee will procure the prior written permission of the Lessor after providing to the Lessor detailed plans and specifications of the work to be carried on in the said Licensed Premises. In any event, the Licensee shall not carry out any repair or renovation which will demolish destroy or prejudicially affect the RCC beams columns or members of the said Licensed Premises or any part thereof.

14. Risk of theft, loss etc.:

The Lessor shall not be responsible or liable for any theft, loss, damage or destruction of any of the property or articles of the Licensee or of any other person, firm or company lying in the Licensed Premises nor for any bodily injury to any person in the Licensed Premises or in the said building from any cause whatsoever.

15. Compliance of the rules and regulations:

15.1 The Licensee shall ensure and procure that his/their employees, servants agents and clients shall, at all times, abide by the rules and regulation laid down by the Association of the said building as applicable to the Lessor and Licensee and other occupants of the said Unit/ building for the time being in force.

15.2 The Licensee shall ensure and procure that his/their employees, servants agents and clients shall, at all times, abide by the rules and regulation laid down by the Lessor for the use of the common areas, passage and facilities within the Unit.

15.3 The Licensee shall ensure and procure that his/their employees, servants, agents and clients shall not do or permit or suffer to be done anything in or upon the said Licensed Premises or any part of the said Unit/ Building which is or may, or which in the opinion of the Lessor is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants/ licensees of adjoining cabins or the neighbourhood.

15.4 The Licensee hereby agree and undertake that the Licensee his/their employees, servants, agents and clients shall not do or suffer to be done any act or things whereby rights of the Lessor to the said Licensed Premises and/ or the said Unit shall be in jeopardy or affected or prejudiced in any manner and the Licensee further agree and undertake that he/they shall keep the Lessor indemnified of from and against non-observance and/or nonperformance and/or non compliance of all or any of the provisions.

16. Power of Re-entry:

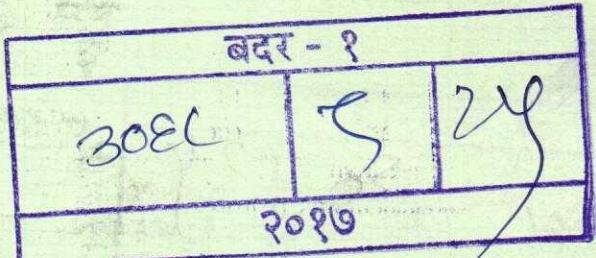
16.1 Notwithstanding anything contained in this Agreement, the Lessor shall, without prejudice to his/their legal rights and remedies, be entitled to terminate this Agreement forthwith and without giving any notice in respect thereof, re-enter the Licensed Premises if:

- (i) The Licensee close/cease his/their business or threaten or are likely to close/cease his/their business, or
- (ii) The Licensee enter in to a composition or arrangement with their creditors or if Application for Insolvency of Licensees shall have been filed and admitted, or
- (iii) The Licensee contravene or commit a breach of any of the terms and conditions of this Agreement and in case of a breach capable of being remedied, have not remedied the same within a period of 30 days from the receipt of a written notice from Lessor requiring such breach to be remedied.

16.2 The Lessor decision as to the occurrence of any of the events mentioned in this Clause shall be final and binding on the Licensee.

17. No right of tenancy or sub-tenancy and Lessor's right of access to the Licensed Premises:





Nothing herein contained shall be construed as creating any right easement, tenancy or sub-tenancy or estate or interest of whatsoever nature and description, in favor of the Licensee in or over or upon the Licensed Premises other than the permissive right of use hereby granted or as entitling the Licensee to possession of the Licensed Premises, exclusive possession thereof at all times remaining with the Licensor. It is the express intention of the parties hereto that this Agreement shall be a mere license and the Licensor shall at all times have free and unobstructed access to the Licensed Premises and the Licensor shall be deemed to be in exclusive possession of the Licensed Premises, and use and occupation thereof by the Licensee being obstructed and restricted for the purpose of using the Licensed Premises on the terms and conditions contained in this license. It is expressly agreed and declared between the parties hereto that the license for use of the said Licensed Premises hereby granted is not transferable but personal.

18. Entry and View / Inspection

The Licensor and his/their authorized representative shall have full liberty to inspect the Licensed Premises at any reasonable hour and at any time hereafter and to view the condition thereof and to effect any such repairs as the Licensor is/are required to do pursuant to his/their covenants in that behalf herein contained and the Licensee shall allow the same to be done without any objections or claim as compensation.

19. Quiet Enjoyment

- 19.1 The Licensee shall use and enjoy the Licensed Premises temporarily only at the preference and will of the Licensor but upon and subject to the terms and conditions of this Agreement.
- 19.2 The Licensor shall be in exclusive and juridical possession and full charge and control of the Licensed Premises at all times.
- 19.3 Cabine no C-109/5 shall be used by Licensor only in their personal capacity and cannot be sub leased to a third party.

20. Option for earlier Determination

- 20.1 In the event of the Licensee making any application to any court or forum or taking any steps or seeking any purposed protection under any prevailing statue relating to the fixation of standard rent or otherwise seeking protection of any statue applicable only to lawful tenants, this Agreement shall stand automatically cancelled, rescinded and determined and the Licensee shall be liable to quit and vacate the Licensed Premises and the provisions of clause 21.2 of this Agreement shall apply.
- 20.2 It is however clarified that in the event this Agreement is terminated during the Lock-in Period, the Licensee shall be liable to pay License Fee for the balance term of the Lock-in Period.

21. Determination and Termination

- 21.1 If at any time during the term of the License hereby granted if the said Licensed Premises are damaged or destroyed by fire storm flood tempest earthquake enemies war riot civil commotion or by any other irresistible force or act of God, so as to make the same unfit for use and occupation then and in such an event, the License hereby granted will ipso facto stand terminated without any further action omission or commission on the part of the parties hereto and upon the Licensee ceasing to enter upon and using the said Licensed Premises and the Licensor shall return the security deposit as per the provisions of clause 6.2 hereof after deducting therefrom all the outstanding fees, compensation, dues, duties, charges, interest, penalties, etc., then payable by the Licensee to the Licensor as herein provided.



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21.2 Notwithstanding anything to the contrary contained in these presents, on termination of this Agreement by efflux of time or earlier determination as aforesaid, the Licensee shall forthwith quit and remove himself/themselves and his/their employees, servants, agents and clients together with their respective belongings, articles and things from the said Licensed Premises and hand over vacant quiet and peaceful possession thereof together with original amenities and conveniences including fixtures and fittings provided therein at present by the Lessor to the Licensee in the condition to which Licensed Premises now exist (reasonable wear and tear excepted). The Licensee and his/their occupiers remaining in occupation of the said Licensed Premises after such termination will be deemed to be an act of trespass. On the termination or earlier revocation of this license, the Lessor shall be entitled to enter the said Licensed Premises and remove or cause to be removed the Licensee and his/their employees, agents, servants and clients together with their respective belongings, articles and things from the said Licensed Premises if necessary, forcibly and store them at any other place at the risk and cost of the Licensee and prevent them, if necessary, forcibly from entering the said Licensed Premises.

21.3 Either party shall be entitled to terminate this Agreement by giving two months' notice in writing without assigning any reasons whatsoever and in that event the Lessor shall on the Licensee removing himself/themselves and their servants, agents, employees and clients together with their respective belongings, articles and things from the said Licensed Premises, refund to the Licensee interest free deposit. PROVIDED HOWEVER that such notice of termination of this Agreement by either party can be made only after the completion of the Lock-in Period.

22. Service of Notice for Breach of terms and conditions and Consequences

22.1 If the Licensee commits breach of any of the terms and conditions of this Agreement or any act of commission and omission committed by the occupiers or employees of the Licensee using and occupying said Licensed Premises and fails to rectify or make good such breach within stipulated period of 7 days from the receipt of the notice in writing from the Lessor in that behalf then, in that event, the Lessor shall be entitled to terminate this Agreement by giving 1 month notice in writing to the Licensee.

22.2 Upon the expiry of the period stated in the said notice, this Agreement shall be treated as revoked and cancelled and come to an end, and the Licensee will remove himself/themselves and their employees servants agents and clients together with their respective belongings, articles and things from the said Licensed Premises and hand over vacant quiet and peaceful possession thereof with their fittings fixtures and any other belonging whether embedded by the Lessor or Licensee to the Lessor forthwith.

22.3 The Licensee shall be liable to pay compensations for any damage done to the said Licensed Premises and/ or the said Unit or fittings and fixtures provided therein by Lessor (reasonable wear and tear excepted).

22.4 In the event of the Licensee failing to remove Licensee and their servants, employees, agents and clients together with their respective belongings articles and things from the said Licensed Premises on the termination of this Agreement and/or expiration thereof and thereupon the Lessor shall be entitled to enter the Licensed Premises and to remove and cause to be removed the Licensee and their servants, employees, agents and clients together with their respective belongings, articles and things from the said Licensed Premises and stored them at any place at the risk and cost of the Licensee.



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23. Penalty/ Liquidated Damages

- 23.1 In the event of the Licensee failing and/or neglecting to vacate the Licensed Premises in accordance with the terms hereof, the Licensee shall be liable to pay to the Licensor a sum of Rs.1000/- per day of default as and by way of compensation for unauthorized use of the Licensed Premises. This will be without prejudice to all the rights and remedies available to the Licensor to remove Licensee from the Licensed Premises and prevent their re-entry thereof. The Licensee does/do hereby agree and undertake not to dispute challenge question or in any manner object to the payment of such liquidated damages or penalty to the Licensor.
- 23.2 Without prejudice to the other remedies available to the Licensor, in case the Licensee fails neglects or avoids to pay any outstanding License fees, taxes, dues, duties or charges including the damages/penalty as stated herein above, then and in such an event, the Licensor will have an irrevocable option and is hereby expressly authorized and will be absolutely entitled to exercise a first equitable charge lien and mortgage on the furniture fixtures fittings goods stock in trade belongings and things of the Licensee then lying in the said Licensed Premises and thereupon notwithstanding the other provisions hereof, the Licensor is/are hereby further authorized and will be entitled to prevent the Licensee his/their officers employees servants and agents from entering upon the said Licensed Premises or removing such furniture fixtures fittings belongings or things from the said Licensed Premises.

24. Renewal

The Licensor may at their/his absolute option, renew the foregoing Agreement for such period and on such terms and conditions as the Licensor may deem fit upon receipt of one months prior written request/offer of the Licensee and provided the Licensee is/are not in breach of any of the terms or conditions hereof.

25. General Condition

The License hereby granted is personal and shall be valid for 36 months from the Date of Commencement. In case the Licensor ceases to be the owner of the said Licensed Premises and in possession thereof as such owner, this license will immediately and ipso facto stand revoked and determined.

26. Arbitration

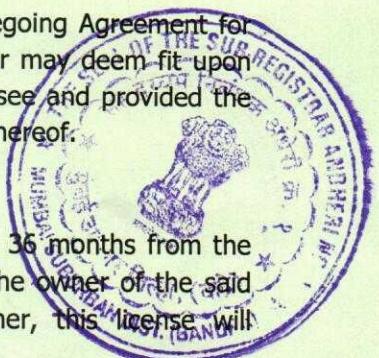
Any disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto touching or concerning these presents or the construction meaning or effect thereof or any clause herein contained or as to the rights and liabilities of the parties hereto under or by virtue of these presents or otherwise touching the subject matter of these presents or arising out of or in relating thereto shall be referred to arbitration of two Arbitrators, one to be appointed by each party to the dispute. The Arbitrators shall appoint a third arbitrator and the provisions of the Arbitration and Conciliation Act, 1996 shall apply to any such reference. All the proceedings in such arbitration shall be held in Mumbai and the decision and award of arbitrator shall be final and binding on both the parties.

27. Jurisdiction

The parties hereto agree and record that this Agreement is subject to jurisdiction of the Courts of Mumbai.

28. Notice

Any notice intended to be given to the Licensor shall be deemed to be properly and validly given if it is dispatched by Registered Post Acknowledgement Due and/or by Courier at its address at 8, Rashmi Towers, J.B. Nagar, Mumbai – 400 059 and likewise the notice meant for the Licensee shall be dispatched by Registered Post



Acknowledgement Due and/or by Courier at its address at C-202, Waterford Building, Above Navnit Motors, Barfiwala Road, Juhu Lane, Andheri West, Mumbai-

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400047. The Parties hereto will intimate to the other in writing, any change in their respective addresses within 48 hours from such change being affected.

29. Payment of Stamp Duty and Registration charges and professional fees

- 29.1 The stamp duty, registration charges and all other costs charges and expenses in respect of the foregoing Agreement shall be borne and paid by the Licensee.

29.2 Each of the parties hereto shall bear and pay the professional fees of their respective Advocates and Solicitors.

THE SCHEDULE HEREIN ABOVE REFERRED TO:
(Description of the Licensed Premises)

ALL THAT Premises being Cabin no. C-109/7 admeasuring 200 square feet or thereabouts (carpet area) and forming part of Commercial Premises bearing No. C-109 on 1st floor of the building known as Hind Saurashtra Industrial Estate, situate at 85/86 M.V. Road, Marol Naka, Next to Mittal Industrial Estate, Mumbai. and delineated with red coloured boundary line on the plan annexed hereto as **Annexure I**



IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE
HANDS ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED

RECEIVED AND DELIVERED
By the within named the **LICENSOR**
Ruia Exports Limited through its Director
Mr. Ashok Jain
in the presence of:

Peter Prochanek

SIGNED AND DELIVERED
By the within named the **LICENSEE**
Vente Retail through its Partner
Mr. Ankur Dayal
in the presence of:

J. S. Hall
J. S. Hall

[Signature]



For VENTE, RETAIL

~~Authorised Signatory / Partner~~



बदर - १		
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Receipt of Deposit

RECEIVED the 29th day of March month and 2017 year hereinabove written of and from the withinnamed Licensee the sum of Rs. 40,000/- (Rupees Forty Thousand only) by Cheque No. 001194 dated 29/03/17 drawn on HDFC Bank _____ Branch being the security Deposit payable by the Licensee to me/us On execution hereof as within mentioned

I/WE SAY RECEIVED

By the within named the **LICENSOR**
Ruia Exports Limited through its Director
Mr. Ashok Jain

WITNESSES:

)) P



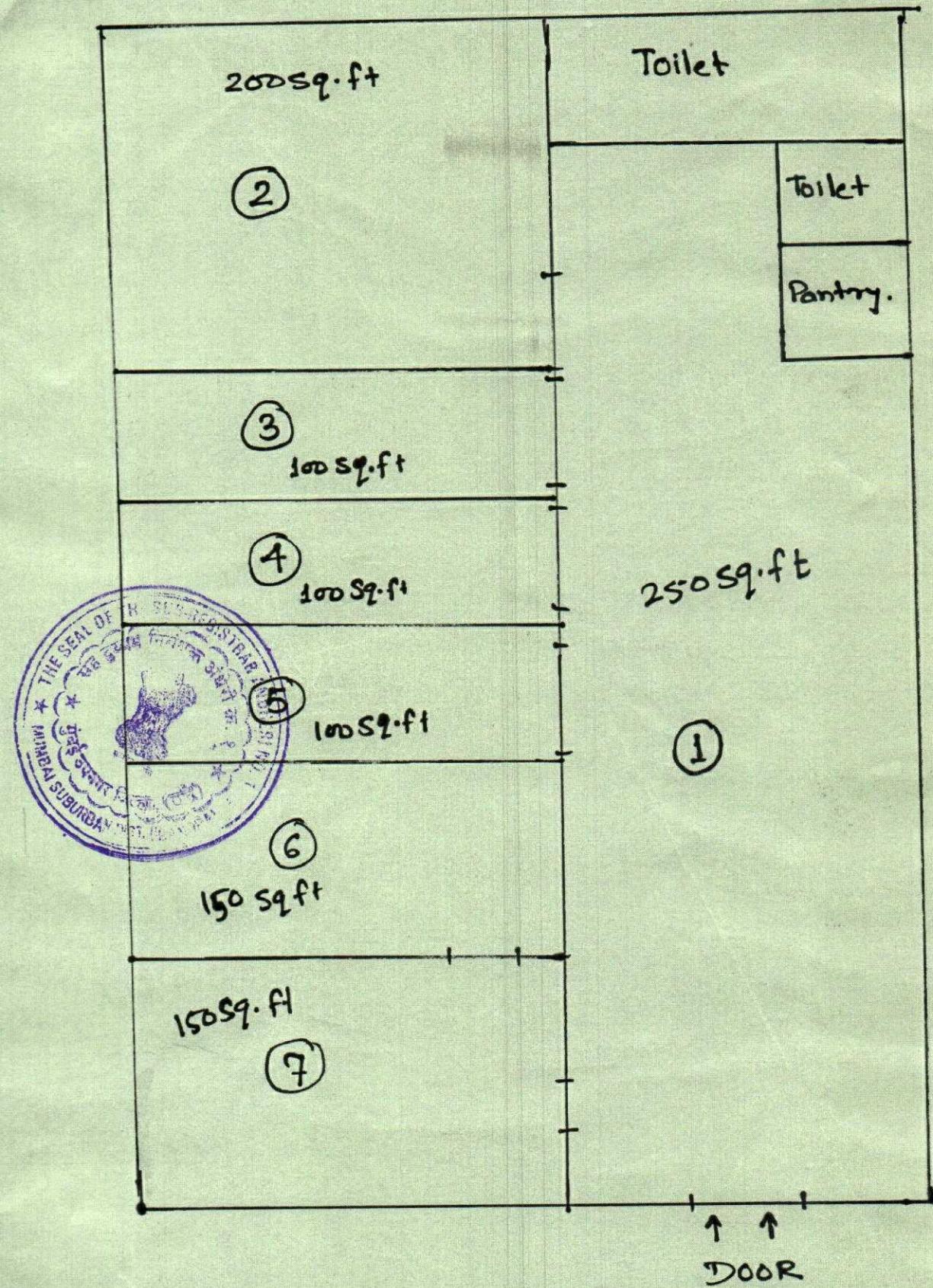
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HIND SAURASHTRA

OFFICE NO. C/109



बदर - १		
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Date : 25th Mar, 2017

LETTER TO AUTHORIZE PERSON IN CHARGE

To whomsoever it may concern

We hereby authorize **Mr. Ankur Dayal** to act on our behalf in all manners relating to signing & registration of rent agreement for the following address – C-109, Hind Saurashtra Estate, Marol Naka, Andheri. Any acts carried out by **Mr. Ankur Dayal** on our behalf shall have the same effect as acts of our own.

This authorization is valid until further written notice from Vente Retail.

Thank you.

For Vente Retail


Partner
Anand Jain



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~~RECEIVED~~

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Ruia
exports
limited

बदर - १		
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF DIRECTORS OF RUIA EXPORTS LIMITED HELD ON MONDAY, 20TH FEBRUARY 2017 AT THE REGISTERED OFFICE OF THE COMPANY AT C-109 HIND SAURASHTRA INDUSTRIAL ESTATE, 85/86, M.V.ROAD, MAROL NAKA, ANDHERI (EAST) MUMBAI 400 059.

RESOLVED THAT the draft of Leave and License Agreement for Carbine number C-109/1, C-109/2, C-109/3, C-109/4, and C-109/6 situated at C-109, Hind Saurashtra Industrial Estate, 85/86, M.V.Road, Marol Naka, Andheri (East) Mumbai 400059 between the Company and Wholesome Habits Private Limited, a company registered under the Companies Act, 1956 is placed before the Directors. Mr. Ashok Jain, a Director of the Company be and is hereby authorized to amend, alter, modify sign, seal, execute, deliver and submit the Amendment to Leave and License Agreement and ancillary transaction documents including all such applications, requisite documents, writing and deeds as may be deemed necessary or expedient to give effect to the aforesaid transaction.

RESOLVED FURTHER THAT Mr. Ashok Jain, a Director of the Company be and is hereby severally authorized to present, apply for and lodge in the office of the jurisdictional Sub-Registrar of Assurances at Mumbai and to admit execution of said Leave and License Agreement and other ancillary documents and register the same and to do all acts and things necessary for effectively registering the said Leave and License Agreement and other ancillary documents entered into or executed in relation to the aforesaid transaction.

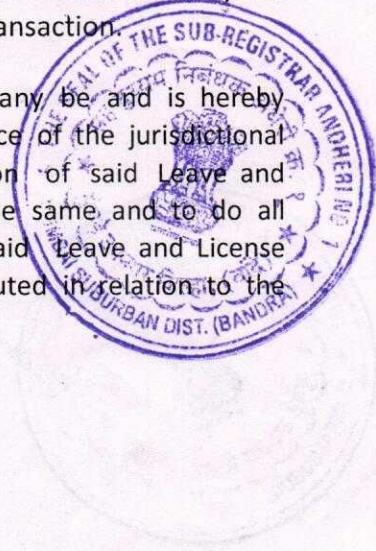
Certified to be true,

For and behalf of
RUIA EXPORTS LIMITED

[Signature]

Director

AD 100



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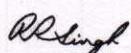
स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAACR2484E

नाम /NAME
RUIA EXPORTS LTD

आयकर निवेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)

निर्गमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION
04-03-1981

RRsingh




स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAAPJ6306N

नाम /NAME
ASHOK RAMGOPAL JAIN

पिता का नाम /FATHER'S NAME
RAMGOPAL SHANKARLAL JAIN

जन्म तिथि /DATE OF BIRTH
02-06-1973

हस्ताक्षर /SIGNATURE
Ashok Jain

आयकर निवेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)

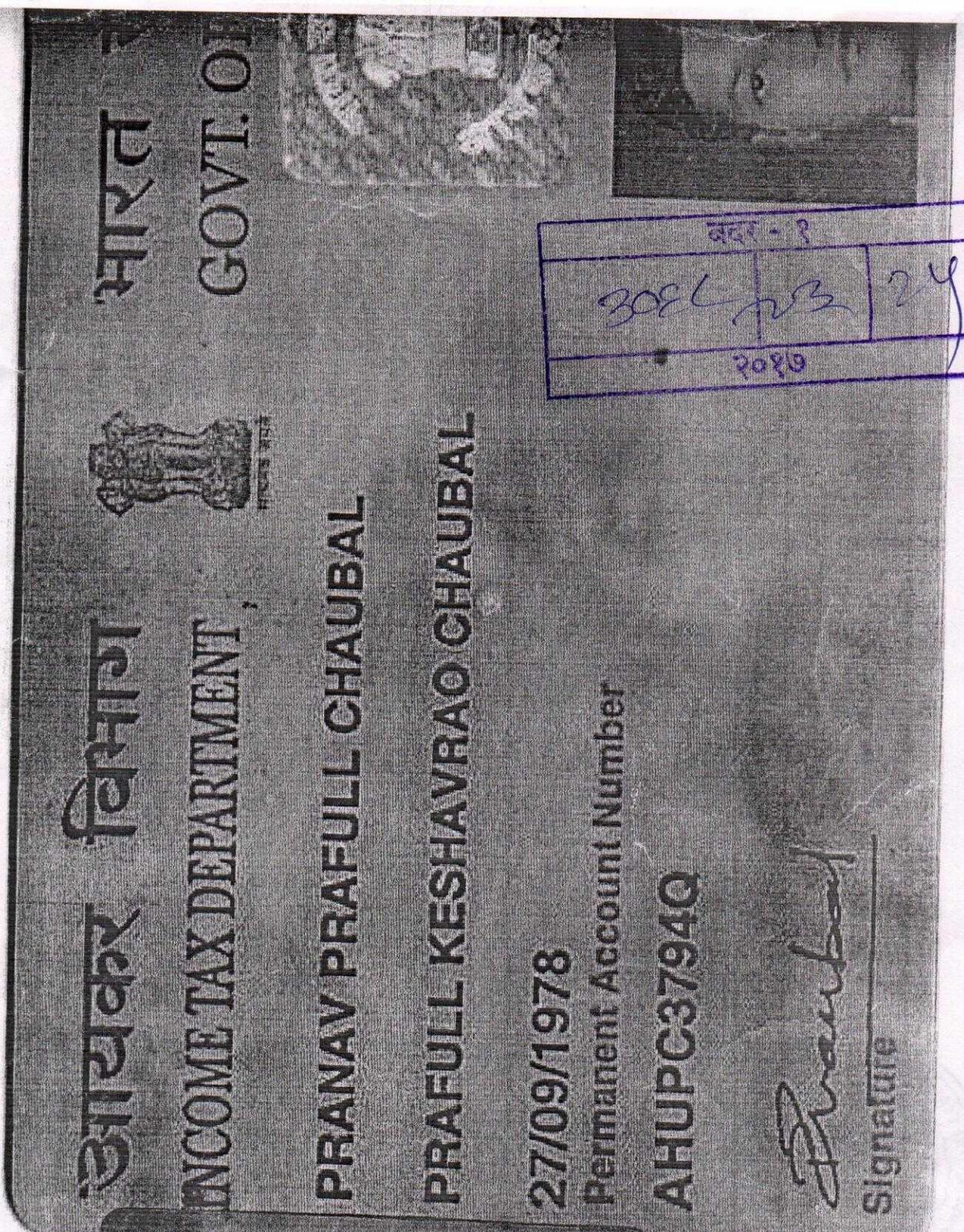
RRsingh




बदर - १

308L	३	२४
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बुधवार, 29 मार्च 2017 12:36 म.नं.

दस्त गोपवारा भाग-1

वदर1

दस्त क्रमांक: 3068/2017

दस्त क्रमांक: वदर1 /3068/2017

वाजार मूल्य: रु. 40,000/- मोबदला: रु. 10,000/-

भरलेले मुद्रांक शुल्क: रु. 1,200/-

द. नि. सह. द. नि. वदर1 यांचे कार्यालयात
अ. क्र. 3068 वर दि. 29-03-2017
रोजी 12:02 म.नं. वा. हजर केला.

पावती: 3700

पावती दिनांक: 29/03/2017

सादरकरणाराचे नाव: - - रुईया एक्सपोर्ट्स लि चे संचालक
अशोक जैन

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 520.00

पृष्ठांची संख्या: 26

एकूण: 1520.00

[Signature]
दस्त हजर करणाऱ्याची सही:

[Signature]
जह. दुर्यम निवासक, अंधेरी क्र. १

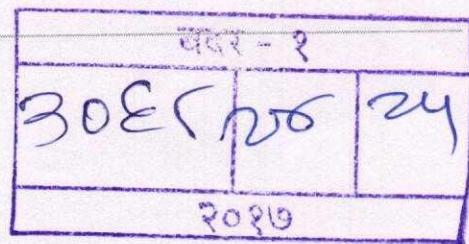
[Signature]
जह. दुर्यम निवासक, अंधेरी क्र. १

दस्ताचा प्रकार: 36-अ-लिहू अँड लायसन्सेम

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 29 / 03 / 2017 12 : 00 : 10 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 29 / 03 / 2017 12 : 01 : 24 PM ची वेळ: (फी)





दस्त गोपवारा भाग-2

बदर1

29/03/2017 12:36:06 PM

दस्त क्रमांक: 3068/2017

दस्त क्रमांक : बदर1/3068/2017
दस्ताचा प्रकार :-36-अ-लिव्ह अँड लायसन्सेस

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:- रुईया एक्सपोर्ट्स लि चे संचालक अशोक जैन
पत्ता: प्लॉट नं: ऑफिस नं सी-109, माळा नं: -,
इमारतीचे नाव: हिंद सौराष्ट्र इंडस्ट्रीयल इस्टेट, ब्लॉक नं: स्वाक्षरी:-
85/86, एम व्ही रोड, मरोळ नाका, अंधेरी पु मुंबई, रोड
नं: -, महाराष्ट्र, मुंबई.
पैन नंबर:

2 नाव:- मेसर्स वेंटे रिटेल चे भागीदार अंकुर दयाल
पत्ता: प्लॉट नं: ऑफिस नं 8, माळा नं: -, इमारतीचे नाव: वय: -40
रशी टॉवर्स, ब्लॉक नं: जे वी नगर, मुंबई, रोड नं: -, स्वाक्षरी:-
महाराष्ट्र, मुंबई.

पक्षकाराचा प्रकार

लायसेन्सार
वय: -40

स्वाक्षरी:-

छायाचित्र



अंगठ्याचा ठसा



वर्गील दस्तऐवज करून दिग्गज तथाकथीत 36-अ-लिव्ह अँड लायसन्सेस चा दस्तऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र. 3 ची वेळ: 29 / 03 / 2017 12:05:36 PM

ओळख:

व्हालील इसम असे निवारी करतात की ते दस्तऐवज करून देणा-यानां व्यक्तिश: ओळखतात, व त्याची पांच अंगठ्याची वितात
अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:- प्रणव चौबल
वय: 38
पत्ता: ए-32, अनुराग सोसा ठाणे प
पिन कोड: 400601

स्वाक्षरी



छायाचित्र



2 नाव:- रजनीश जदली
वय: 32
पत्ता: 18, रेडीमनी मेन्शन, व्ही एन रोड, फोर्ट, मुंबई
पिन कोड: 400001



शिक्का क्र. 4 ची वेळ: 29 / 03 / 2017 12:06:04 PM

शिक्का क्र. 5 ची वेळ: 29 / 03 / 2017 12:07:11 PM नोंदणी पुस्तक वर मध्य वर नीदला, दिनांक 30/03/2017

सहे दुसरा मनवारक, अंधेरी क्र. १

EPayment Details.

sr. Epayment Number
1 MH009957863201617E

Defacement Number
0005402262201617

3068 / 2017

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- Get print immediately after registration.

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सहे दुसरा मनवारक, अंधेरी क्र. १

मुंबई उपनगर जिल्हा.