



महाराष्ट्र MAHARASHTRA

2024

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प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क. ८००००९४
11 JUL 2024
सक्षम अधिकारी

श्रीम.एल. एस. सींगळे

LEAVE AND LICENCE

Agreement made at Mumbai this 14th day of, August, 2024 between **M/s. Sudarshan Chokhani & Co (Partnership Firm)** having its registered office at 23 Maheshwari Mansion, Nepean Sea Road, Mumbai 400036 hereinafter called "The Licensor" (which expression shall

For SUDAL INDUSTRIES LIMITED

For SUDARSHAN CHOKHANI & CO.

Mukesh Asha
Whole-time Director
DIN:06929024

1. *Sudarshan Chokhani*
PARTNER

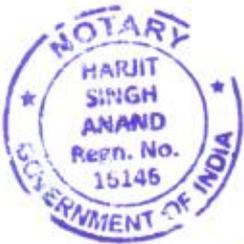


unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the **FIRST PART,**

AND

Sudal Industries Limited, a company limited by shares through its CFO & Whole time Director, **Mr. Mukesh V Ashar,** residing at B 502, Ram Tower, Yogi Nagar, Borivli (West), Mumbai 400091 hereinafter called "The Licensee" (which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include their successors in business, title and assigns) of the **OTHER PART:**

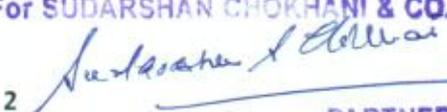
WHEREAS The Licensor is solely carrying in the business of dealing in Aluminum Products in the name and style **M/s. Sudarshan Chokhani & Co. (Partnership Firm)** at its corporate office situated at 26 Nariman Bhavan, 227 Nariman Point, Mumbai 400021. The said premises has an adequate space and necessary facilities for use of premises for business purpose who



For SUDAL INDUSTRIES LIMITED

Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

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PARTNER

requires premises at business hub of Mumbai City for their business on contract basis at 26 Nariman Bhavan, 227 Nariman Point, Mumbai 400021. (hereinafter referred to as "the said premises").

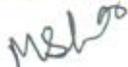
AND WHEREAS The Licensee has requested The Licensor to grant to The Licensee the said premises and shall deemed to be effective from 1st Day of August ,2024

AND WHEREAS The Licensor has agreed to grant the same on terms and conditions mutually agreed upon;

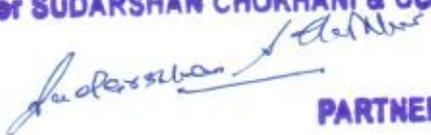
AND WHEREAS the parties hereto have agreed, declared and recorded the said terms and conditions.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

For SUDAL INDUSTRIES LIMITED


Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.


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PARTNER



1. The Licensor hereby agrees to grant to The Licensee exclusively to use the office space for its business and as incidental thereto has permitted The Licensee to erect and use cabins and install furniture, Electronic gadgets including Computers / servers in the said premises. The Licensor has also agreed to make available other ancillary office facilities, amenities, convenience and services therein without creating any tenancy rights or any other rights, title and interest in favour of the Licensee as also to use the fixtures and fittings therein. The Licensor also states that firm is the sole owner of the said premises.

2. The said premises shall be in judicial and physical possession of the owner firm / person and Licensee will be in use of the Business premises permission as merely a member and it being the intention of the parties hereto that the possession of premises shall vest in the owner firm.



For SUDAL INDUSTRIES LIMITED

Mukesh Ashok
Mukesh Ashok
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.
Sudarshan Chokhani
PARTNER

The Licensor has agreed to render the following services to The Licensee:

- Cabins furniture, office equipment, electronic Gadgets etc. in the said premises for itself, its bonafied employees and visitors;
- Flooring and partitions provided in the said premises;
- Water and Electricity meter.
- Any further facilities which the Licensor at its discretion considers it necessary to provide to Licensee from time to time'

3. The Licensee agrees and undertakes:

A) That the said premises is inspected and has found the same to its entire satisfaction and agree not to cause any damage to the said premises or the furniture and will always keep the space in the said premises in good order and condition including floors, walls, ceilings, doors,



For SUDAL INDUSTRIES LIMITED

M Asher
Mukesh Asher
Whole-time Director
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For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
PARTNER

windows, electrical installation, water taps, etc and on termination will leave the same in good condition and make reasonable compensation for any damage done or for any articles missing, reasonable and normal wear and tear will be accepted by the licensor.

B) To bring into the said premises only office records and documents etc. will be allowed to store, in any event no combustible and hazardous and inflammable nature items or things shall be brought or stored in the premises which shall invalidate or make violable or increase the premium payable on the policy or policies of insurance for the time being in force in respect of the building in which the said premises are situated.

C) To use the said premises only for business purposes and in a lawful manner and in any event not to make any illegal use of the same and not to cause any disturbance, nuisance or annoyance to the other occupants or the tenants



For SUDAL INDUSTRIES LIMITED

Mukesh Asher
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DIN:06929024

For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
6 *Sudarshan Chokhani*
PARTNER

of neighboring portions of the building or prejudice the rights of the said premises in any manner whatsoever.

D) In the event of the licensee making use of aforesaid facilities for any purpose other than bonafied business purposes and the same resulting in any civil or criminal action, the licensee hereby agree indemnifies and to keep the licensor fully indemnified of and from and against all consequences, costs, charges and expenses which may arise therefore.

E) The licensee undertakes not to allow or permit any outsiders or group concerns to use the said premises or any part thereof; nor shall it assign the benefit of this Agreement to any other person / entity (ies) whatsoever under any circumstances or create any encumbrance in favour of any third party. Only sister / associate concerns of the licensee shall be allowed to use the premises as well.



For SUDAL INDUSTRIES LIMITED

Mukesh Ashar
Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
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PARTNER

F) In the event of dishonoring of the cheques more than once given in as per para 10 below the licensor or any person(s) duly authorized by the firm is entitled to sue the licensee in court for realization of the full amount upto the expiry period of the Agreement at your cost and can terminate the Agreement immediately and the place will be vacated and handed over to the licensor. The Licensor has also the right to not allow use of premises in case it is not vacated immediate as per Para 4(F) below.

G) To remove all articles, belongings and things installed and lying in the said premises on expiry of the terms of the arrangement therein or in the event of prior termination or upon the date of termination in a peaceful way.

H) The licensee agree to provide the authority letter in regard to the acceptance of the terms of this Agreement and also agrees to intimate the licensor of any change or alter the constitution of the company or the nature of the company.



For SUDAL INDUSTRIES LIMITED

M Ashar
Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

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Sudarshan Chokhani
PARTNER

1) The executants Director Mr. Mukesh V Ashar on behalf of the company agrees to abide by the covenants terms and conditions contained in this agreement.

4. IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

A) The terms of this arrangement shall be for 11 months commencing from the 1st August, 2024. However, the option for next 11 months will be given to the Licensee under this Agreement beginning from 1st July, 2025. If mutually agreement also depending on satisfactory performance of the licensee.

B) The licensee shall pay directly to Government and other statutory authority for use of telephone and electricity other utilities on actual and will keep original copies of bills for itself and will hand over the Xerox bill copies to the licensor in time if required by licensor.



For SUDAL INDUSTRIES LIMITED

Mukesh Ashar
Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
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PARTNER

C) The arrangement herein is purely temporary and on contract basis and not transferable under any circumstances and the licensee shall not be entitled to assign or transfer the benefit of this arrangement to any other person /persons on any basis whatsoever.

D) No other protected rights whatsoever permitting the licensee or its employees to come upon the use of said premises or any part thereof is created or intended or sought to be created by these presents and the parties hereto shall not plead any oral variation to the provisions thereof. The variation if any hereto shall not be valid, binding upon and enforceable against the parties hereto unless the same is duly recorded in writing in the form of a supplementary agreement signed by both the parties hereto.

E) The licensee shall be allowed to display its name board outside the premises and the name of The licensor shall also be displayed outside the premise as per society's rules and regulations.



For SUDAL INDUSTRIES LIMITED

Mukesh Asher
Mukesh Asher
Whole-time Director
DIN:06929024

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For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
PARTNER

F) If there is any violation of the terms hereof, The licensor shall be entitled to prevent access to the licensee and its employees into the said office and every part thereof and in the event of the licensee refusing or neglecting to remove its belonging from the said office, the licensor shall be entitled to break open any doors, lock, bolts to get entry into the premises and remove the articles and things therein after making a list thereof. It is distinctly agreed that the licensor shall not render itself liable for any civil or criminal action by so doing. This authority retained by the licensor and expressly agreed to by the member is irrevocable and constitutes the basis for this agreement and the licensee shall not be entitled to dispute, challenge or call into question the validity or reasonableness of this provision in any court of law.

G) Under the termination of the Agreement period or sooner determination thereof for any



For SUDAI INDUSTRIES LIMITED

Mukesh
Mukesh
Whole-time Director
DIN:06929024

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For SUDARSHAN CHOKHANI & CO.
Sudarshan Chokhani
PARTNER

reason whatsoever, the licensee shall remove or cause to be removed themselves and servants, its officers, employees, employees and all other person and persons and their respective belongings, paper documents, articles and things from the said premises and ensure that The licensor gets vacant, quiet, peaceful and exclusive possession of the said allotted space in the said premises. If the licensee continues to occupy the said Premises after the termination and/or the termination of the Agreement period they shall do so as trespassers and will be liable to ejection proceedings and it is hereby agreed that until the vacant possession of the allotted space in the said Premises is handed over to the licensor as aforesaid. The licensee shall be bound and liable to pay to the licensor two times more than the service charges per day for the period used after termination as payable under this Agreement as and by way of damages or wrongful occupation of the said Premises.



For SUDAL INDUSTRIES LIMITED

MSA
Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
PARTNER

H) All furniture, fittings and other items that are brought by the licensee are wholly owned by the licensee has no right over the same.

I) The licensor cannot give on lease rent or Leave & License to any other 3rd party the premises during the tenure of the agreement. Also the licensor cannot terminate the contract before the contract expiry unless the licensee does not pay the service charges on a regular monthly basis.

5. In consideration of the permission for use of office premises by the licensor to the licensee as herein contained, The licensee shall pay the licensor service charges as under :

PERIOD

SERVICE CHARGES

PAYABLE

Rs. 275000.00 Per Month

01/08/2024 to 30/06/2025

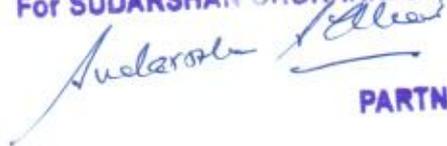


6. It is further agreed and declared between the parties that the permission hereby granted by the

For SUDAL INDUSTRIES LIMITED


Mukesh Asha
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.


PARTNER

licensor to the licensee to use premises is incidental to the licensee and the licensee shall not be entitled to avail other facilities without the permission as the arrangement is composite, impartibly and indivisible.

7. Ownership of the said premises remains with the licensor.

8. The licensee will pay service charges after deducting tax deducted at source latest by the 7th of every month till the expiry of this agreement or sooner determination thereof by crossed cheque/electronic mode the amount of monthly service charges payable for the immediately previous month in the subsequent month as per Para (5) above to the licensor.

9. The licensor cannot ask the licensee to vacate the said premises during the entire term of this agreement as long as the licensee is paying the fees in a timely manner and not conducting any



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Sudarshan Chokhani
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illegal activity in the office premises. The licensee will have to give a notice 90 days to the licensor in writing/email if the licensee wishes to vacate the said premises.

10. The licensor shall bear and pay out of his own fund all outgoings, charges, taxes, rates, levies, cesses, contributions, dues, service charges, water charges and other payments of whatsoever nature or description, whether past, existing, present or future to which the said Premises, was/has is or may become subject to what has by virtue of the said premises being in use of the licensee or otherwise.

11. The licensee shall not make any structural, alterations or additions to the said premises without the consent of the licensor in writing. All structural and major repairs to the said premises shall be carried out by the licensee at its own cost, if required by the licensee.



For SUDAL INDUSTRIES LIMITED

Mukesh Ashar
Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
PARTNER

12. The licensor shall not be responsible or liable in any manner whatsoever for any injury or damage which may be caused to the licensee or any of its agents, servants, visitors, invitees of any other representatives, as aforesaid nor shall be responsible or liable in any manner whatsoever for theft or damage or destruction of the belongings, chattel, articles or things of the licensee or any other such persons as aforesaid that they may have been kept in the said premises by fire, white ants, rains, floods, leakage or breakage or bursting of the water, waste water or gas or electric pipes the accidental giving way of any portion of the wall, floor, roof or any portion of the said premises and also from any other cause or causes whatsoever.

13. The licensee and all other persons in use or occupation of the said premises as aforesaid shall duly observe and perform, abide by and/or otherwise comply with all rules and regulations



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Mukesh Ashar
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and/or bye-laws of the said co-operative society as well as Municipal rules and regulations and bye-laws as also the rules and regulations relating to the use of the said premises as may be prescribed from time to time. the licensee agrees and undertakes that it shall not do or be done and ensure and procure that any other person in occupation of the said premises as aforesaid shall do or suffer to be done any act or thing whereby the rights or a membership of the owner whether of ownership of or upon the said premises or otherwise however shall be in jeopardy or effects or prejudice in any manner whatsoever. The owner firm hereby agrees and undertakes that it shall keep the Licensee indemnified of from and against the known observance and/or non-compliance and/or non-performance by the owner firm and any other person as aforesaid of the aforesaid provisions.



14. The licensor will obtain any permission or consent required to be obtained from the Co-

For SUDAL INDUSTRIES LIMITED

M.A.
Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.

Sudarshan Chokhani
PARTNER

operative society or any association and will comply with all formality required to be complied with under any provisions of any law in force or as may be applicable or may become applicable during the Agreement period by virtue of the said premises being first put in the use of by the licensee under this Agreement. The liquidated damages, loss as may be suffered due to non-observance of any rule or non-compliance of any applicable provision of any law in force of co-operative society or any association. The licensor shall provide the licensee and its sister concerns with all the NOC's required by the licensee to submit in various department of Government & other parties. If there is any increase in Government taxes / Cavies then that is to born solely by the Licensee.

15. All disputes which shall arise between the parties hereto or between any one of them and the legal representatives of the other or others or between their respective legal representatives,



For SUDAL INDUSTRIES LIMITED,

Mukesh Asher
Mukesh Asher
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO,

Sudarshan Chokhani
PARTNER

shall be referred to sole arbitrator to be mutually agreed upon by both the parties and in absence of such agreement, by the court and such dispute referred to and decided upon in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modifications thereof. The sole arbitrator shall have summary powers and shall not be governed by such provisions of code of Civil Procedure and may not record any oral evidence. The Arbitration shall be in Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, the day and year first herein above written.

For SUDAL INDUSTRIES LIMITED


Mukesh Ashar
Whole-time Director
DIN:06929024

For SUDARSHAN CHOKHANI & CO.


PARTNER



SIGNED SEALED AND DELIVERED

BY THE WITHINNAMED

M/s. Sudarshan Chokhani & Co.

(Partnership Firm) through its Partner

Mr. Sudarshan S Chokhani

In the presence of

WITNESS:

- 1. KISHAN JHA
- 2. Krishna S. Dube

For SUDARSHAN CHOKHANI & CO.
Sudarshan Chokhani
 PARTNER

SIGNED SEALED AND DELIVERED

BY THE WITHINNAMED

Sudal Industries Limited

CFO & Whole time Director

Mr. Mukesh V Ashar

In the presence of

WITNESS:

- 1. Lokesh APPA Pokare
- 2. Anil Vikram Sawant

For SUDAL INDUSTRIES LIMITED

Mukesh Ashar
 Mukesh Ashar
 Whole-time Director
 DIN:06929024

ATTESTED BY ME

Harjit Singh Anand

HARJIT SINGH ANAND
ADVOCATE & NOTARY
GOVT. OF INDIA

No responsibility for the contents of the document.

4 AUG 2024

ATTESTED BY ME

Harjit Singh Anand

HARJIT SINGH ANAND
ADVOCATE & NOTARY
GOVT. OF INDIA





SUDAL INDUSTRIES LIMITED



Certified for ISO 9001:2015, IATF 16949:2016, ISO 14001:2015 & ISO 45001:2018
CIN L21541MH1979PLC021541

Corporate Office : 26A Nariman Bhavan, Opp. NCPA, 227 Nariman Point, Mumbai 400 021.(INDIA)
Phone: 91-22-22023845, 61577100, 61577177 ● Fax : 91-22-22022893 ● E-mail : mumbai@sudal.co.in ● www.sudal.co.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SUDAL INDUSTRIES LIMITED ("THE COMPANY") AT THE MEETING HELD ON WEDNESDAY,AUGUST 14,2024 AT 26 NARIMANBHAVAN, 227 NARIMAN POINT, MUMBAI - 400021

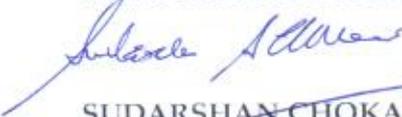
TO GRANT AUTHORITY TO ENTER INTO LEAVE AND LICENSE AGREEMENT:

"RESOLVED THAT the consent of the Board is be and hereby accorded to enter into Leave andLicense Agreementon behalf of the Company for the use of premise situated at 26 Nariman Bhavan, 227Nariman Point, Mumbai 400021with M/s. Sudarshan Chokhani& Co. (Partnership Firm),the sole owner of the said premises, fora period 11 months commencing from the August 1, 2024,on the such terms and conditions, the draft Leave &License Agreement placed before the Board.

RESOLVED FURTHER THATMr. Mukesh Ashar, Whole-Time Director and CFO of the Company be and is hereby authorized to do all such things, acts, deeds, matters includingfinalizing terms & conditions for entering into Leave andLicense Agreement for the said premise and to sign the agreement and such other documents for registration purposes, appear before the Registrar for the registration of the said premises and to do all act,things which are necessary as may be deems fit and proper in order to obtain the said officepremises on lease.

RESOLVED FURTHER THAT a copy of the above resolution duly certified as "True Copy" under the hand of a Director be furnished to such authorities / agencies as may be necessary for giving effect to the above resolution from time to time."

Certified True Copy,
For SUDAL INDUSTRIES LIMITED.


SUDARSHAN CHOKANI
MANAGING DIRECTOR
DIN: 00243355

