

महाराष्ट्र MAHARASHTRA

**3** 2023 **3** 

CB 569532

प्रधान मुद्रांक कार्यालय, मुंबई प.स्.वि.क. ८०००० १ ४ 2.2 AUG 2023 सक्षम अधिकारी

श्रीमती सुवमा चव्हाण

## ADDENDUM AGREEMENT DATED 14/09/2023

THIS ADDENDUM AGREEMENT (Addendum) is made at Mumbai on 14th September , 2023

BY AND BETWEEN

M/s Sudarshan Chokhani & Co (Partnership Firm) having its registered ,office at 23 Maheshwari Mansion<sub>1</sub> Nepean Sea Road, Mumbai 400036 hereinafter called "The Licensor" (which expression shall 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 & Director; Mr Mukesh V Ashar, residing at B 502, Ram Tower, Yogi Nagar, Borivali (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;

The Licensor and the Licensee shall be hereinafter be collectively referred to as the 'Parties'

#### WHEREAS:

- A. The Licensor is solely carrying in the business of dealing in Aluminium 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 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")
- B. The Parties had executed and entered into the Leave and License Agreement dated 20.10.2021 ('Leave and License Agreement') whereby the Licensor has agreed to provide the said Premises (as defined) to the Licensor on the terms and conditions more particularly set out in the Leave and License Agreement.
- C. As per Clause 4A of the Leave and License Agreement the Term (as defined) is for a period of 11 months commencing from the Effective Date viz. 01.10.2021, with the option for extension for the next 22 months will be given to the Licensee under this Agreement beginning from 1<sup>st</sup> September 2022, subject to 10% yearly increment in the Service Charge as recorded in Clause 5
- D. The Parties executed Addendum Agreement dated 01<sup>ST</sup> SEPEMBER 2022, wherein the Leave and License Agreement was extended for further period of 11 months, expiring on 31<sup>ST</sup> AUGUST 2023.
- E. The Parties, are desirous of mutually extending the terms of the Leave and License Agreement, the details of which are set out hereinafter more particularly and have executed this Addendum to make the necessary modifications and amendments to the Leave and License Agreement.

#### THE PARTIES HEREBY AGREE AS FOLLOWS:

- The term of the Leave and License Agreement in respect of the said Premises shall be extended for a period of 11 months, commencing from 1<sup>st</sup> September 2023 till 31<sup>st</sup> August 2024, with the option for extension for a further period of 11 months upon mutual agreement to be recorded in writing only.
- The Service Charge for the said Premises shall not be revised in the terms of Clause 5 as per the said Leave License Agreement. The Service charge for the period 1<sup>st</sup> September 2023 till 31<sup>st</sup> August 2024, shall be Rs.2,75,000/- [Rupees Two Lakhs Seventy Five Thousand Only] payable per month.
- Upon execution of this Addendum, the Leave and License Agreement shall stand modified and amended to the extent set out hereinabove. This Addendum is an integral part of the Leave and License Agreement.

Except as modified and amended by this Addendum, the original Leave and License shall
continue to have full force and effect and terms and conditions set out there in continue to be
binding on the parties.

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

FOR M/s SUDARSHAN CHOKHANI & CO

Sudarshan S Chokhnai Partner Witness:

1. Krishna S Dupte

2. Suresh B Pandhare

FOR SUDAL INDUSTRIES LIMITED

M.V.Ashar CFO & Director



MUMBA 400 021. 508/14254 Wednesday, October 20, 2021 2:20 PM

पावती

Original/Duplicate लोडपी क. अप्रम

Regn.:39M

पायती है.: 15278 दिनाह: 20/10/2021

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दस्तऐवजाचा अनुक्रमांचः वचई4-14254-2021 दन्तऐवजाचा प्रकार : 36-अ-लिब्ह अँड लायसन्सेस

सादर करणाऱ्याचे नाव: मे. सुदर्शन चोखानी अँड कंपनी तफें भागीदार सुदर्शन एस. चोलानी

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वाजार मुख्य: रू.० /-मीवदला रु.275833/-

भरतेले मुद्रांक शुरुख : ह. 23000/-

DELIVERED

सह. वृष्यम निबंधक वर्ग - व्

1) देवकाचा प्रकार: DHC रक्कम: रु.380/-

हीटी/धनादेश/पे ओर्डर क्रमांकः 2010202105713 चिनांकः 20/10/2021

वंकेचे नाव व पत्ताः

2) देवकाचा प्रकार: eChallan स्क्रम: \* 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007676997202122E दिनाक: 20/10/2021

वॅकेने गाव व पता:

BsCO3

10/20/2021



## Receipt of Document Handling Charges

PRN

2010202105713

Receipt Date 20/10/2021

Received from SUDARSHAN CHOKHANI AND CO, Mobile number 9930446888, an amount of Rs.380/-, towards Document Handling Charges for the Document to be registered on Document No. 14254 dated 20/10/2021 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

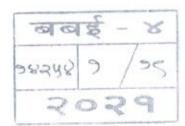
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## Payment Details

Bank Name	МАНВ	Payment Date	20/10/2021
Bank CIN	10004152021102004860	REF No.	004747159
Deface No	2010202105713D	Deface Date	20/10/2021

This is computer generated receipt, hence no signature is required.







#### CHALLAN MTR Form Number-6



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#### LEAVE AND LICENCE

Agreement made at Mumbai this 20 day of, October, 2021 between M/s Sudarshan Chokhani & Co (Partnership Firm) having its registered office at 23 Mahshwari Mansion, Nepean Sea Road, Mumbai 400036 hereinafter called "The Licensor" (which expression shall 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,

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#### AND

Sudal Industries Limited, a company limited by shares through its CFO & Director, Mr Mukesh V Ashar, residing at B 502. Ram Tower, Yogi Nagar, Borivli (west), Mumbai 400091hereinafter 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 Aluminium Products in the name and style M/s Sudrshan 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 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 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:

- The Licensor hereby agrees to grant to The Licensee exclusively to 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.
- 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.

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२०२१ १८८४ ४ / ३९ 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 bonafide 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 the Licensee from time to time;

## 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, 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, but 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 the premises are situated.

To use the said premises only for business purposes and in a lawful manner and many 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 of neighbouring portions of the building or prejudice the rights of the said premises in any manner whatsoever.

District event of the licensee making use of aforesaid facilities for any purpose other than bonafide 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.

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.

In the event of dishonouring of the cheques more than once given in as per Para 10 below the licensor or any person(s) duly authorised 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.

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- 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.
- 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 1<sup>st</sup> October, 2021. However, the option for next 22 months will be given to the Licensee under this Agreement beginning from 1<sup>st</sup> Septmber,2022 if mutually agreement also depending on satisfactory performance of the licensee.

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- B) The licensee shall pay directly to Government and other statutory authority for use of telephone and electricity other utilities on actuals 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.
- 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.
- 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 the 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

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३८२४४ १८८४६ १८८४६ into question the validity or reasonableness of this provision in any court of law.

- Under the termination of the Agreement period or sooner determination (G) thereof for any reason whatsoever, the licensee shall remove or cause to be removed themselves and servants, its officers, 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 ejectment 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.
- H) All furniture, fittings and other items that are brought by the licensee are wholly owned by the licensee and the licensor has no right over the same.
- The licensor cannot give on lease rent or Leave & License to any other 3<sup>rd</sup> 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.

UB-Rin 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 to

PERIOD PAYABLE

MUMBAI \*

SERVICE CHARGES

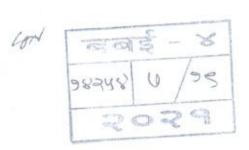
01/10/2021 to 31/08/2022

Rs 250000.00 Per Month

It is also agreed that an increase will be given every year @ 10 % per annum in Service Charges i.e. from 1st Septmber, 2022 onwards. the service fees shall be Rs 275000-/- per month and from 1st Septmber, 2023onwards the service fees shall be Rs. 302500/- per month and so forth, only if the agreement is extended as per Para 4(A) of this agreement.

- 6. It is further agreed and declared between the parties hereto that the permission hereby granted by the licensor to the licensee to use premises is incidental to the availing of office facilities, amenities and services provided by the licensor to The licensee and The licensee shall not be entitled to avail other facilities without the permission as the arrangement is composite, impartible and indivisible.
- 7. Ownership of the said premises remains with the licensor..

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- 8. The licensee will pay services 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 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 funds 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.
- 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 or 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 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 indemnised 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-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

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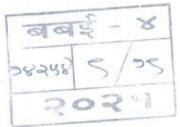
for

licensor shall bear and pay any property tax, any other tax, levy, cess, penalty, 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 departments of Government & other parties. If there is any increase in Government taxes /Cavies then that is to born solely by the Licensee.

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, 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.

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED: For SUDARSHAN CHOKHANI D CO. M/s Sudarshan Chokhani & Co (Partnership Firm) through its Partner Mr. Sudarshan S Chokhani PARTIES In the presence of WITNESS MUMBAL SIGNED SEALED AND DELIVERED FOR SUDAL INDUSTRIES LINE. BY THE WITHINNAMED: Sudal Industries Limited MS1.00 CFO & Director Mr Mukesh V Ashar, ) CFO / DIRECTOR. In the presence of



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#### भारत-सरकार-GOVERNMENT OF BIDIA



सुदर्शन श्रीराम चौखानी Sudarshan Shriram Chokhani DOB: 22-06-1954 Gender:Male



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आधार - आम आदमी का अधिकार



नारतीय विशेष्ट पहेचीन प्राधिकरण कार्याम प्राप्त प्रसान स्थान प्राधिकरण

as अर्थकरी मेंचन करेट स- 28, 16 23, Maheshwari Mansion, Flat No-क्षेत्रके रोष, 16 मेर्थके रोष, ऑगस्ट आसी 23, 34 Nepeansea Road, 34 Nepean मार्ग, मूंबई, अप्रताद, 40003a See Road, August Kranti Marg, Mumbal, Maharashtra, 400036







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

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SUDAL INDUSTRIES LIMITED HELD ON WEDNESDAY 06TH OCTOBER 2021 AT THE CORPORAT OFFICE OF THE COMPANY AT 26 NARIMAN BHAVAN, 227 NARIMAN POINT, MUMBAI 400021

## TO GRANT AUTHORITY TO ENTER INTO LEAVE AND LICENSE AGREEMENT:

"RESOLVED THAT the Company (hereinafter referred as "the Licensee") do hereby enter into Leave and License agreement for use of premises situated at 26 Nariman Bhavan, 227 Nariman Point, Mumbai 400021 having built-up area admeasuring 1140 square feet, carpet, with M/s Sudrshan Chokhani & Co , owner of the premises, (hereinafter referred as "the Licensor") for a period 11 months commencing from the 1st October, 2021, however, the option to extend for next 22 months will be available under the agreement if mutually agreed depending on satisfactory performance of the licensee, on the terms and conditions, the draft Leave & License Agreement placed before the Board and initialed by the Chairman for the purpose of identification."

"RESOLVED FURTHER THAT Mr. Mukesh Ashar, Whole - Time Director & CFO of the Company be and is hereby authorized to do all such things, acts, deeds, matters including finalizing terms & conditions for entering into Lease Agreement for the said Fremise and to sign lease agreement and such other documents for registration purposes, appear before the Subregistrar for the registration of the said premises in favour of the Licensee and to do all act, things which are necessary as may be deems fit and proper in order to obtain the said office premises on lease."

"RESOLVED FURTHER THAT a copy of the above resolution duly pertition as Platte 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.

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SUDARSHAN CHOKANL MANAGING DIRECTOR

DIN: 00243355

Manufacturers of Aluminium Extrusions & Components @ Architectural & Transport Systems @ Non Ferrous Alloys Regd. Office & Warks: A5 MIDC, Ambad Industrial Area, Mumbai Nashik Highway, Nashik 422 010 Phone: 91-253-2382396 / 6636200 - 234 @ Fax: 91-253-2382197

E-mail: nasik@sudal.co.in Pune: (Mob.): 9223192800 @ Vadodara: Phone: 0265-2337462 @ Delhi; 9313623303 CIN L21541MH1979PLC021541



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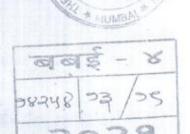
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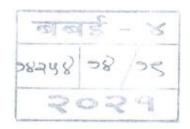
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आधार - सामान्य माणसाचा अधिकार

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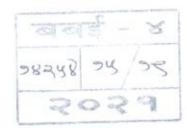


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# भारतीयः विशिष्ट आळ्य प्रशिकाण

# भारत सरकार

Unique Identification Authority of India

Government of India

नोद्धिक्यामा क्रमांच / Enrollment No 1218/61176/20980

To, योक्ट प्रदेश गाउ

Yogesh Pradnep Tambe

Ganesh Murti Nagar, Room No. 252, Part No. J.

Captari Parkash Pethe Marg

Colatia

Colatra Mumbai Mumbai

Maharashtra 400005

Ref: 45 / 178 / 1279 / 2052 / P



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आपला आधार क्रमांक / Your Aadhaar No.:

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आधार - सामान्य माणसाचा अधिकार



भारत सरकार



योगा प्रतीय कार्थ Yogesh Pradeep Tambe जन्म वर्ष / Year of Birth : 1987 पुरुष / Male



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आधार — सामान्य माणसाचा अधिकार



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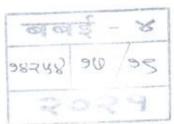
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[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]