### **LEAVE AND LICENSE AGREEMENT**

THIS LEAVE AND LICENSE AGREEMENT is made at Mumbai on this day of March, 2023;

#### BETWEEN

M/S. KESHAV & CO., a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, and having office address at 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400 013 hereinafter called "the Licensor" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm and the survivors or survivor of them and their heirs, legal representatives, executors and administrators of such survivor) of the FIRST PART;

Page 1 of the Leave and License Agreement between M/s Keshav & Co ("Licensor") AND Czec Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013

National Trade Promotion Agency of the Ministry of Industry and Trade of the Czech Republic Identification number: 00001171, Tax identification number: CZ00001171 represented by Trade Representative Mr. citizen, official passport No. issued by the Ministry of Foreign Affairs of Czech republic and having its address at office at Stepanska, 567/15, 120 00 Praha 2, Czech Republic, hereinafter referred to as "THE LICENSEE" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the SECOND PART.

#### WHEREAS

- (A) The Licensor is the absolute owner and possessor of the immoveable property bearing C.S.No.156 of Lower Parel Division, situated at 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai-400 013 (hereinafter referred to as "the said Property"). The Licensor has represented that the Licensor has unencumbered absolute ownership rights, title and interest in respect of the said Property.
- (B) The Licensor has constructed a building/s named as "Urmi Estate" of which "Tower-A" is presently comprising of basement, ground and thirty eight upper floors, (hereinafter referred to as "the said Building").
- (C) The Licensor has offered to give to the Licensee on Leave and License basis premises being the 18<sup>th</sup> (Eighteenth) floor (part) in the said building standing on the said property (hereinafter referred to as "the said Premises") for the office purpose.
- (D) Based on the representations and assurances of the Licensor, the Licensee accepted the offer made by the Licensor to take the said Premises on Leave and License basis for 12 (twelve) months commencing from 20<sup>th</sup> March,2023.
- (E) The parties hereto are now recording in writing the terms and conditions mutually agreed between them in the manner hereinafter appearing.

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

1. Grant of License:

Page 2 of the Leave and License Agreement between M/s. Keshav & Co. ("Licensor") AND. Czech Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower A of the building known as at Urmi Estate, situate at 95. Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400013

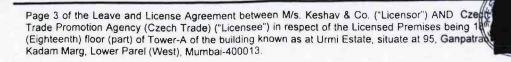
- 1.1 Licensor hereby agrees to grant exclusive license to the Licensee, to enter upon, occupy and use uninterruptedly the said Premises, i.e. duly completed premises being the 18th (Eighteenth) floor (part) admeasuring approximately 268 (two hundred sixty eight) square feet in Tower-A of the Building "URMI ESTATE" standing on the property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai-400013, by way of exclusive license for business activities of the Licensee for period of 12 (twelve) months effective from 20th March,2023. The said premises is shown in red coloured hatched lines in the plan annexed hereto and marked as Annexure-A and the list of Furniture and fixtures provided by the Licensor to the Licensee in the license premises is annexed hereto and marked as Annexure-B.
  - 1.2 Nothing, contained in this Agreement, shall be construed as granting to Licensee any tenancy rights with respect to the said Premises.
  - 1.3 The Parties agree that the recitals shall form integral part of this Agreement.
  - 1.4 The Licensee shall be entitled to use only 1 (one) lift as may be decided by the Licensor and 2 (two) staircases to be commonly used with the other occupants of the said building during the license period.
  - 1.5 The Licensee shall be entitled to use open parking space for parking 1 (one) car in the compound of the said building during the license period.

# 1A. Delivery of possession of the Premises:

1A.1 Licensor shall deliver the possession of the fully furnished licensed premises to the Licensee, for it's occupation and use on 20th March,2023.

# 2. Commencement of license, Term and termination:

- 2.1 The license in respect of the said Premises shall be for period of 12 (twelve) months commencing from 20<sup>th</sup> March,2023. ("Date of Commencement") and expiring by effux of time on 19<sup>th</sup> March,2024.
- 2.2 The License hereby given will commence on and from Date of Commencement and shall stand terminated by efflux of time after expiry of the initial period of 12 (twelve) months. The Licensee shall have the option to renew this Agreement for two further periods of 12 (twelve) months each on the same terms and conditions as contained herein. ("License Period/Term").
- 2.3 There will be initial lock-in period of 12 (twelve) months commencing from the Date of Commencement applicable for both the parties, during which both the parties shall not be entitled to terminate this Agreement save and except upon breach of the terms of this Agreement as specified hereinbelow.



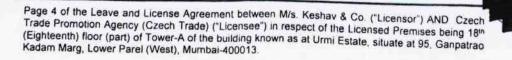
2.4 Notwithstanding anything contained herein, in case of breach, the non-defaulting party shall give the defaulting party a 30 (thirfy) days notice to remedy the breach, failing which the non-defaulting party reserves the right to terminate this Agreement on expiry of notice period of such 30 (thirty) days.

#### 3. License Fee:

- 3.1 Subject to the terms of this Agreement, Licensee shall pay to the Licensor a fixed lump sum monthly license fees of Rs.1,83,500/- (Rupees One Lac Eighty Three Thousand Five Hundred Only) per month inclusive of Goods and Service Tax, subject to deduction by the Licensee of T.D.S. (Tax Deducted at Source) under the applicable Income Tax Act, 1961. ("License Fee"). Bank Account details of the Licensor are annexed hereto and marked as Annexure C and subject to change upon prior intimation being given by the Licensor to the Licensee.
- 3.2 The Licensee's liability to pay the License Fee shall commence from the Date of Commencement.
- 3.3 The Licensor shall deliver receipts for the License Fee.
- 3.4 The Licensee shall issue T.D.S certificates to the Licensor within the prescribed period as applicable under the Income Tax Act, 1961.
- 3.5 The License Fee shall be paid monthly in advance to the Licensor on or before 5<sup>th</sup> day of each calendar month during the license period.
- 3.6 The License Fees is including the Goods and Service Tax applicable on the license fees under this Agreement.
- 3.7 The License Fee is inclusive of the cost of maintenance of common areas, common fixtures, fitting, amenities and infrastructure provided in relation to the said Building including without limitation security, housekeeping, compound of the building and the exterior of the building, handling of water supply and connections, operation of water pumps, common sanitary and plumbing, security, fire protection system, common area electrical system, landscaping and pest control and other allied services and utilities, ward and watch of the building etc. ("Common Maintenance Charges").

#### 4. Security Deposit:

4.1 The parties hereto agree that the Licensee shall deposit with the Licensor a sum of Rs.5,50,500/- (Rupees Five Lakhs Fifty Thousand Five Hundred Only) by way of the interest-free refundable security deposit (hereinafter referred to as "the Security Deposit") as specified herein below. The Licensee shall deposit with the Licensor the sum of Rs.5,50,500/- (Rupees Five Lakhs Fifty Thousand Five Hundred Only) upon execution hereof by the parties hereto.



4.2 Upon expiry or prior termination of this Agreement, the Licensor shall refund to the Licensee the entire Security Deposit that the Licensee has deposited with the Licensor as the Security Deposit mentioned in clause 4.1 in pursuance of this Agreement, simultaneously on vacation and handover of the said Premises to the Licensor. The Licensor shall be entitled to deduct such amount from the said Security Deposit towards unpaid License Fee, unpaid bills if any of electricity, telephone and other utilities consumed in the said Premises during the license period, which the Licensee has expressly agreed to pay under this Agreement and thereafter refund the balance Security Deposit to the Licensee.

#### 5. The Licensee's Covenants:

#### 5.1 Use of the Premises:

- 5.1.1 The Licensee shall use the said Premises or any part thereof for the business activities of the Licensee.
- 5.1.2 The Licensee shall not be entitled to use the elevation treatment for any purpose and shall not keep any goods/material/belongings thereon under any circumstances.
- 5.1.3 The Licensee shall use the said premises only for the purpose of office use.
- 5.1.4 The Licensee shall not cause any structural damages, tampering or puncturing modification, with regards to the R.C.C. columns, beams, slabs.
- 5.1.5 The Licensor has represented to the Licensee that the Licensor has entered into diverse leave and license agreements with Star India Pvt. Ltd. (hereinafter referred to as "the said leave and license agreements") and in that, has covenanted with Star India Pvt. Ltd. as mentioned hereunder. The relevant covenant in the said leave and license agreements is reproduced hereinbelow:

"The Licensor shall not, during the Term of the license, sell, assign, transfer or grant by way of lease, tenancy or leave & license or in any manner part with its ownership rights of any other tenements in Tower "A" and Iconic Building to any third party(ies), persons, corporations, firms which may be in competition with the Licensee in the business of media, entertainment and/or infotainment."

The Licensee hereby agrees and undertakes to abide by the abovementioned covenant during the term of this Leave and License Agreement.

## 5.2 Provision of electrical supply to the said Premises:

The Licensor shall provide a separate electrical meter for electric supply at the said Premises as per the requirements of the Licensee.

Page 5 of the Leave and License Agreement between M/s. Keshav & Co. ("Licensor") AND Czeck Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18<sup>th</sup> (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.

# 5.3 Payment of monthly bills for Electricity, water, telephone and other services:

The Licensee shall pay to the suppliers and indemnify the Licensor against all charges for electricity, water and other services consumed of used at or in relation to the said Premises, including the meter fees, during the License Period. The Licensee shall bear, pay and discharge any other utility bills like telephone, internet, etc. to the concerned authorities directly.

# 5.4 Repairs by the Licensee:

- 5.4.1 The Licensee shall maintain and keep in good order the said Premises. The Licensee shall carry on the necessary minor repairs only, such as fuses, leakage of water taps, etc. at its own cost.
- 5.4.2 The Licensee shall maintain all the interior of the said Premises at its own costs except for lifts, water connections and repairs.

# 5.5 Renovation and Interior Decoration:

- 5.5.1 The Licensee shall be entitled to bring in and install at its own cost and expense air-conditioners, office equipments, furniture, telephone, tele-faxes, telegraphic and tele-printer connection, Xerox machines, computers and such other electrical and/or electronics machines/ equipments to the said Premises as are required in the course of the business of the Licensee.
- 5.5.2 The Licensee shall be entitled to take away such machines, equipments, fittings and fixtures installed by it in the said Premises at the expiry of the License Period.

#### 5.6 Display of nameplates and logo

The Licensee shall also be entitled to put it's nameplates outside the said premises as maybe mutually to be agreed by and between the parties, without being liable to pay any License Fee or charges under any nomenclature whatsoever to the Licensor. Any charges/fee//taxes and incidental cost payable to concerned authorities in respect of permission for displaying such logo and/or name plate will be borne by the Licensee. The Licensor shall cooperate with the Licensee for procuring such permissions.

#### 5.7 Access to the Licensor

The Licensee shall upon receipt of 48 hours prior notice in writing from the Licensor, permit during reasonable working hours the authorised representatives of the Licensor to enter upon the said Premises for purposes of inspection, repair and maintenance in accordance with its obligations under this Agreement.

Page 6 of the Leave and License Agreement between M/s. Keshav & Co ("Licensor") AND Czech Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.

#### 5.8 Deployment of security guards

The Licensee shall be entitled to deploy its own security guards at the said Premises. The Licensor shall not object to the same for any reason whatsoever.

#### 5.9 Fire Alarm and Water Sprinkler System

The Licensor has already provided fire safety equipments and the Licensee shall have the right to install, all types of fire prevention or extinguishing system that may include but not be limited to water sprinkler or any other mechanism required in order to safeguard the said Premises.

#### 6. The Licensors' covenants

#### 6.1 Quiet Enjoyment

6.1.1 The Licensee shall be entitled to peaceably and quietly hold and enjoy the said Premises throughout the License Period, without any interruption or disturbance from or by the Licensor or any person claiming under or in trust for them.

#### 6.2 Repairs and Construction

- 6.2.1 Painting and maintenance of exterior facade, major structural repairs such as masonry work, destruction of electric cables, bursting or corrosion of water pipes, or sewerage system etc. shall be done by the Licensor at their own cost.
- 6.2.2 Any major repairs, if required to be carried on to the said Building, including the said Premises, it will be done by the Licensor at its costs.
- 6.2.3 In case any addition in or about or relating to the said Premises is required to be carried out by the government, municipality or statutory or other authority, the same shall be carried out at the expense of the Licensor by giving reasonable notice and ensuring minimum inconvenience to the Licensee.
- 6.2.4 The Licensor has informed the Licensee that construction / repairs activities will be carried out by the Licensor and its contractors at the building known as "Urmi Estate standing on plot of land bearing C.S.No.156 of Lower Parel Division situated at 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai-400 013. The Licensor shall ensure that all construction activities are conducted in such a way as to not cause any disruption to the Licensee's use of the premises, or to create any form of nuisance or potential hazard. In case construction activities are being carried out by the Licensor, and its contractors in relation to the said property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, and/or the said Building, Licensee hereby agrees, undertakes and covenants

Page 7 of the Leave and License Agreement between M/s. Keshav & Co. ("Licensor") AND Czec Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.

with the Licensor that the Licensee, its servants and agents and all persons claiming through Licensee including its associates firms, group companies, consultants, retainers etc. shall not object, obstruct, hamper, hinder and/or create any impediment of whatsoever nature in the construction activities being carried out by the Licensor and/or its contractors and agents as aforesaid in or upon the said property and/or the said Building, it being clearly agreed that the Licensor, its contractors, servants and agents shall be entitled to carry out unhindered construction activities such as construction of new structures on the said property and demolition, repairs and renovation and additions and alteration to the existing structures without recourse to the Licensee. The Licensee further confirms that the Licensee only has a limited right of permissive use of the said Premises in accordance with this Agreement and the Licensee shall not at any point of time travel beyond the scope of this Agreement.

### 6.3 Bar on alienation of the Premises

- 6.3.1 The Licensor may transfer or assign or in any manner part with its ownership rights in respect of the said Premises during the License Period provided that such transfer or assign or in any manner parting with its ownership rights are subject to the condition that this Agreement shall stand assigned to the transferee / assignee of the Licensor.
- 6.3.2 The conditions referred to above shall also apply in case of any subsequent sale or transfer of the said Premises or any part thereof, by any subsequent purchaser/acquirer.
- 6.3.3 In the event of such transfer/assignment, the terms and conditions shall remain the same and the said Security Deposit amount shall be duly refunded by such transferee/assignee at the time of termination or expiration of this Agreement.
- 6.3.4 The Licensor agrees to inform to the Licensee of such transfer or sale of the licensed premises to any subsequent purchaser/acquirer.

#### 6.4 Gymnasium Membership

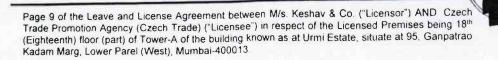
6.4.1 The Licensor agrees to provide to the Licensee, Gym membership for one person during the license period.

#### 7. Representations and Warranties

- 7.1 The Licensor has represented, warranted and assured the Licensee that:
  - (i) the said premises has been constructed in accordance with the plans duly sanctioned by the Municipal Corporation of Greater Mumbai and that the Licensor shall continue to comply with all the relevant laws, regulations and has obtained all necessary permissions and approvals

Page 8 of the Leave and License Agreement between M/s. Keshav & Co. ("Licensor") AND Czeck Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West). Mumbai-400013.

- from the Municipal Corporation of Greater Mumbai for the occupation and use of the said Premises for commercial purposes;
- (ii) The Licensor or any of its sister concerns, associate or group company have not entered into any agreement, MOUs and/or any other writings or understandings-either written or oral with any other party for selling, leasing, granting leave and license in respect of the said Premises or any part thereof;
- (iii) The Licensor has not mortgaged, kept as collateral security, created a charge or lien and/or in any manner encumbered the said Property or the said building being constructed thereon, by reason of which the Licensee may be prevented from peacefully possessing, occupying and using the said Premises during the term hereof;
- (iv) The Licensor has not entered into any agreement or arrangement, either written or oral, with any of its sister concerns, associate or group company, thereby authorising such company to give the said Premises or any part thereof on leave and license basis and that the Licensor alone is entitled to create a license in respect of the said Premises without obtaining consent or no objection from anybody;
- (v) Subject to due compliance and performance of the obligations on their part, the Licensee shall be entitled to occupy and use the said Premises throughout the term agreed herein, without any disturbance and/or obstruction on the part of the Licensor and/or anybody else on its behalf;
- 7.2 The Licensor represents and warrants to the Licensee that they possess the right to enter into this Agreement for Leave and License in respect of the said Premises and to collect the License Fee and Security Deposit in respect of the same.
- 7.3 The Licensor represents and warrants to the Licensee that there are no encumbrances and/or third party interests in respect of the said property and/or the said Premises by reason of which the Licensor may be prevented from granting the license in respect of the said Premises in favour of the Licensee.
- 7.4 The Licensee represented to the Licensor that the Licensee will not claim the tenancy rights in the said Premises and/or protection of Maharashtra Rent Control Act, 1999 (MAH 18 of 2000) or any statutory modification or reenactment thereof or any law giving any protection to a tenant.



#### 8. Termination

In the event of a breach of any of the terms and conditions herein contained by any Party hereto (the "Defaulting Party") to be observed and performed under this Agreement, the other party (the "Non-Defaulting Party") shall by notice in writing call upon the Defaulting Party to remedy / rectify the breach complained of by the Non-Defaulting Party within thirty (30) days of receipt of such notice. In the event the Defaulting Party fails to remedy / rectify the breach within the stipulated period, the Non-Defaulting Party may terminate this Agreement. In event of termination due to any breach of clause 7.1 by the Licensor, the Licensee may terminate this Agreement and the Licensor shall immediately refund the entire security deposit, over and above all other legal costs that shall be incurred by the Licensee for defending themselves for any breach by the Licensor of clause 7.1.

#### 9. Indemnity

9.1 The Defaulting party agrees to indemnify, keep indemnified and hold harmless the non-defaulting party, their employees, officers and agents from and against any claim, loss, damages, liability or cost of any firm or corporation, person, competent authorities, including, without limitation, legal fees, arising out of any breach of warranty, representation or undertaking made by the defaulting party in this Agreement. In the event of any claim the defaulting party will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. The Non-defaulting party shall not be liable for any costs, damages and penalties etc. incurred thereof and the defaulting party shall be responsible and liable for the same in entirety. If the defaulting party is not diligently and continuously pursuing this matter, the non-defaulting party may take such action, to adjust, settle, defend or otherwise dispose of such claim, in which case the defaulting party shall, reimburse the non-defaulting party for any costs, damages and penalties incurred thereof.

#### 10. Yield up and refund of Security Deposit

On the expiry of the Term herein reserved or sooner determination of the license:

10.1.1 Licensee shall yield up/vacate the said Premises, remove all its fixtures, fittings and installations, including air conditioners, furniture, electrical and electronic installations, fixtures, fittings etc. which have been installed by the Licensee at its costs, without causing any damage to the said Premises, normal wear and tear being accepted, at the expiry of the License Period or earlier termination.

10.1.2 The Licensor shall refund the Security Deposit to the Licensee after the expiry or prior termination of the Agreement and simultaneously upon the Licensee/

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vacating the said Premises by way of Pay Order drawn in favour of the Licensee. Provided that, if any damage, subject to normal wear and tear, has been caused to the said Premises on account of reasons attributable to the Licensee then reasonable costs thereof and any dues in respect of the said premises i.e. License Fees, electricity charges, utility charges etc. are outstanding, the same shall be adjusted from the Security Deposit.

- 10.2 If the Licensor fails to refund the said Security Deposit as aforesaid, the Licensee shall be entitled to continue to use and/or be in possession of the said Premises without payment of License Fee. Such overstay by the Licensee shall not constitute a default by the Licensee under this Agreement. An interest of 18% shall be levied on the said Security Deposit from the date of default until realization.
- 10.3 If the Licensee willfully fails to vacate the 'said Premises' upon expiration or sooner determination of the Agreement, irrespective of the Licensor being ready to refund the Security Deposit by giving a Pay Order in favour of the Licensee, the Licensor shall be entitled to liquidated damages equivalent to twice the deficient amount of license fees payable by the Licensee at the time of expiration or sooner determination of the Agreement and the Licensee shall continue to pay Municipal Taxes, maintenance charges and other outgoings in respect of the Licensed Premises in terms of this Agreement for the period during which the failure continues and the Licensor shall deduct the same from the interest free security deposit, without prejudice to the other legal rights of the Licensor to evict the Licensee from the Licensed Premises.
- 10.4 Notwithstanding anything contained herein Licensor reserves the right to forfeit the entire Security Deposit amount if the Licensee commits any material breach of any of the terms and conditions of this Agreement.

## 11. Destruction of the said Building:

- 11.1 In case of destruction of whole of the said Building, which renders the same, unfit for occupation and use of the Licensee, the Licensor may at its option terminate this Agreement. In such case, the Licensor shall forthwith refund the Security Deposit to the Licensee.
- 11.2 Notwithstanding anything contained herein, in the event of destruction of the said Building due to negligence on the part of the Licensee or any reason attributable to the Licensee as judicially determined by a court of competent jurisdiction and their activities in the said Premises, excluding however events of force majeure or acts of God etc. then the Licensee shall be liable to pay, reimburse the cost of construction of destructed portion of the said Building to the extent judicially determined by a court of competent jurisdiction and shall be liable to continue to pay the License Fees as agreed herein and the



Page 11 of the Leave and License Agreement between M/s. Keshav & Co. ("Licensor") AND Czeck Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013

Municipal Taxes as may be charged from time to time until the said building is restored to its original position by the Licensee.

#### 12. Jurisdiction and Governing Law:

- 12.1 In case of any disputes or differences arising by and between the parties hereto touching these presents, then the Courts at Mumbai shall have the exclusive jurisdiction to try and hear such disputes arising by and between the parties hereto, and to determine all such matters which the Court is entitled to determine under the relevant provisions of law.
- 12.2 This Agreement shall be governed by and construed in accordance with the relevant laws of India.

#### 13. Amendments

Any variation, additions and modifications of this agreement between the parties shall be valid only if in writing and signed by the persons authorised.

#### 14. Notice

Any notice provided for in this Agreement, shall be in writing and either (i) delivered personally or (ii) sent by registered mail or (iii) courier to the address mentioned hereinbelow, or as the recipient may otherwise advise. Any Notice given in accordance with point (ii) or (iii) above, shall be deemed to have been given five (5) days after having been mailed or couriered.

#### In case of Licensor:

M/s. Keshav & Co. C.S.No.156 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai-400 013.

#### In case of Licensee:

Czech Trade Promotion Agency (CzechTrade), Štěpánská 567/15, 120 00 Praha 2, Czech Republic

In case there is a change in the address of either party, the same shall be forthwith communicated to the other party in writing.

#### 15. Stamp Duty and Registration

- 15.1 The Licensee shall bear the expenses towards the stamp duty, registration charges and incidental expenses of this Agreement.
- 15.2 Each party shall bear and pay the costs of its advocates/legal advisors.



Page 12 of the Leave and License Agreement between M/s. Keshav & Co. ("Licensor") AND Czech Trade Promotion Agency (Czech Trade) ("Licensee") in respect of the Licensed Premises being 18th (Eighteenth) floor (part) of Tower-A of the building known as at Urmi Estate, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.

#### 16. Force Majeure

Notwithstanding anything contained in this Agreement, in the event either parties hereto are not able to fulfil the terms and conditions as set herein due to reasons of Force Majeure including any act of God, natural calamity, war, riot, civil commotion or any regulation or order of the Government of India or any State Government or any statutory or judicial authority or any other reasons beyond his/her control, either party may terminate the Agreement and shall not be liable to the other for any damage/loss. In such event, the Licensor shall immediately refund the entire Security Deposit including but not limited to any other deposits paid by the Licensee in relation to the said Premises and the said Building, to the Licensee as per the terms of this agreement subject to the Licensee handing over quiet, vacant and peaceful possession of the Licensed Premises to the Licensee, in the condition as may be prevailing then, even during the Lock-in period. It is agreed by the Parties that in the event of Force Majeure the License Fees shall be automatically suspended and cease to be payable until the said premises shall be again rendered fit for use by the Licensor.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED AND DELIVERED	)		
by the withinnamed "the LICE!	NSOR" )		
M/S. KESHAV & CO.	) ]		
in the presence of	)		
SIGNED AND DELIVERED	)		
by the withinnamed "the LICEN	NSEE")		
CZECH TRADE PROMOTION A	GENCY)	AFE.	-
(CZECHTRADE.),	)	Alle	
through its authorised signatory	)		
Mr-	) /		
in the presence of	)		

# RECEIPT FOR THE SECURITY DEPOSIT AS PER LEAVE AND LICENSE AGREEMENT

AGENCY (CZECHTRADE)., an aggregate sum of Rs.5,50,500/- (Rupees Five Lakhs Fifty Thousand Five Hundred Only) vide Cheque bearing No dated drawn on bank for sum of Rs.5,50,500/- (Rupees Five Lakhs Fifty Thousand Five Hundred Only) being amount of Security Deposit in terms of Clause No.4 hereinabove in respect of the licensed premises being 18th (Eighteenth) floor (part) admeasuring approximately 268 (two hundred sixty eight) square feet in Tower-A of the Building "Urmi Estate" standing on the property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, given on Leave and License basis under the Leave and License Agreement entered into between the parties.	RECEIVED from the within named	Licensee,	CZECH	TRADE	PROMOTIC	AC
Fifty Thousand Five Hundred Only) vide Cheque bearing No dated drawn on bank for sum of Rs.5,50,500/- (Rupees Five Lakhs Fifty Thousand Five Hundred Only) being amount of Security Deposit in terms of Clause No.4 hereinabove in respect of the licensed premises being 18th (Eighteenth) floor (part) admeasuring approximately 268 (two hundred sixty eight) square feet in Tower-A of the Building "Urmi Estate" standing on the property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, given on Leave and License basis under the Leave						
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Five Lakhs Fifty Thousand Five Hundred Only) being amount of Security Deposit in terms of Clause No.4 hereinabove in respect of the licensed premises being 18 <sup>th</sup> (Eighteenth) floor (part) admeasuring approximately 268 (two hundred sixty eight) square feet in Tower-A of the Building "Urmi Estate" standing on the property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, given on Leave and License basis under the Leave						
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(Eighteenth) floor (part) admeasuring approximately 268 (two hundred sixty eight) square feet in Tower-A of the Building "Urmi Estate" standing on the property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, given on Leave and License basis under the Leave	terms of Clause No.4 hereinabove in	respect of t	he licens	ed premis	ses being 18	3th
square feet in Tower-A of the Building "Urmi Estate" standing on the property bearing C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, given on Leave and License basis under the Leave	(Eighteenth) floor (part) admeasuring a	approximate	ly 268 (tv	vo hundre	ed sixty eigh	nt)
C.S.No.156 of Lower Parel Division, situate at 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013, given on Leave and License basis under the Leave	square feet in Tower-A of the Building "L	Jrmi Estate"	standing	on the pre	operty bearing	10
Parel (West), Mumbai-400013, given on Leave and License basis under the Leave	C.S.No.156 of Lower Parel Division, sit	luate at 95.	Ganpatra	o Kadam	Marg Lowe	er.
and License Agreement entered into between the parties.	Parel (West), Mumbai-400013, given or	n Leave and	License	basis und	der the Leav	6
	and License Agreement entered into be	tween the p	arties.			•

WE SAY RECEIVED, For M/s. Keshav & Co.

**WITNESSES:** 

Partner.

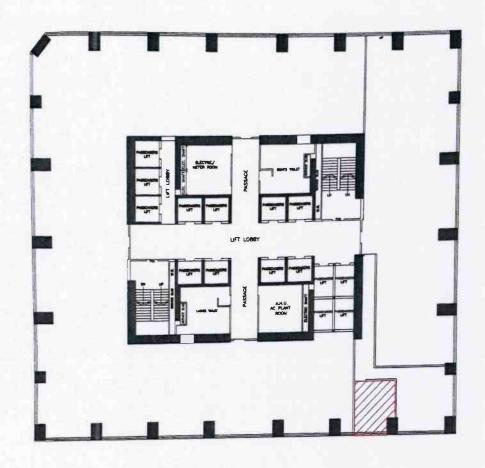


1.

2.

Place: Mumbai.

# ANNEXURE 'A'



# 18TH FLOOR PLAN.

MUMBAI-400 013/

THIS PLAN IS ANNEXURE 'A' TO THE LEAVE AND LICENSE AGREEMENT BETWEEN M/s. KESHAV & CO. (LICENSOR) AND CZECH TRADE PROMOTION AGENCY (CZECHTRADE) (LICENSEE) IN RESPECT OF THE LICENSED PREMISES BEING 18TH (EIGHTEENTH) FLOOR (PART) ADMEASURING 268 SQ.FT. (TWO HUNDRED AND SIXTY EIGHT SQUARE FEET) AREA AND SHOWN IN RED COLORED HATCHED LINES IN THE BUILDING KNOWN AS 'TOWER-A' AT 'URMI ESTATE' STANDING ON PROPERTY BEARING C.S.NO. 156 OF LOWER PAREL DIVISION SITUATED AT 95, GANPATRAO KADAM MARG, LOWER PAREL (W.),

#### "ANNEXURE B"

LIST OF FURNITURE AND FIXTURES PROVIFDED BY THE LICENSOR TO THE LICENSEE IN THE LICENSED PREMISES BEING 18<sup>TH</sup> (EIGHTEENTH) FLOOR (PART) ADMEASURING APPROXIMATELY 268 (TWO HUNDRED SIXTY EIGHT) SQUARE FEET IN TOWER-A OF THE BUILDING "URMI ESTATE" STANDING ON THE PROPERTY BEARING C.S.NO.156 OF LOWER PAREL DIVISION, SITUATE AT 95, GANPATRAO KADAM MARG, LOWER PAREL (W), MUMBAI-400013 TO THE COMPLETE SATISFACTION OF THE LICENSEE

Sr.no.	Particulars of Furniture provided in the licensed premises by the Licensor	Quantity
1.	Directors Desk	1.no.
2.	Cabinets for file storage	2. nos.
3.	Round table	1.no.
4.	Visitor Chairs	4. nos
5.	Workstations	4.nos
6.	Dry Pantry	1. No.

#### "ANNEXURE C"

BANK ACCOUNT DETAILS OF THE LICENSOR

1.	Name of the Licensor	M/s. Keshav & Co.
2.	Name of the Bank	
3.	Address	THE
4.	Account type	Currrent Account
5.	Account no.	
6.	IFSC Code	A CONTRACTOR OF THE PARTY OF TH