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Monday, January 11, 2016
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पावती

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

पावती क्र.: 247 दिनांक: 11/01/2016

यावाचे नाव: मलबार
दस्तऐवजाचा अनुक्रमांक: बबड-2-226-2016
दस्तऐवजाचा प्रकार: 36-अ-लिन्ट अँड लायसन्सेस
सादर करणाऱ्याचे नाव: सेमी क्रिरोल मेढोरा -

नोंदणी फी ₹. 1000.00
दस्तऐवजाची फी ₹. 520.00
पृष्ठांची संख्या: 26

एकूण: ₹. 1520.00

आवक्यास प्रत्येक दस्त अंविनेन पिट सूची-२ बंधाजे
10:48 AM

सह दुय्यम निबंधक, मुंबई-२

बाजार मूल्य: ₹. 330000/-
भरलेले मुद्रांक मूल्य: ₹. 15100/-

मौल्य: ₹. 165000/-
सह दुय्यम निबंधक
मुंबई शहर क्र. २

1) देयकाचा प्रकार: eChallan रकम: ₹. 1000/-
ईडी/घनादेश/पे ऑर्डर क्रमांक: MH005287529201516E दिनांक: 11/01/2016
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रकम: ₹. 520/-

Country	State	City	Zip
Employer's Name	Address	City	State
Employee's Name	Address	City	State
Employer's Title	Employee's Title	Start Date	End Date
Reason for Leave	Period of Leave	Number of Days	Amount of Pay
Signature of Employer	Signature of Employee	Date	Date

2018-2
2019-2
4038



2018-2
2019-2
2088

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENSE is made and entered into between me, the undersigned, on this 2nd day of December 2018

BETWEEN

BANEKY PHILIZZE MEDORA, of Ansonia, Indiana, Indiana, presently residing at 2335 Taylor's Orchard, Mishawaka, IN 46521, (hereinafter referred to as the "LICENSEE") (which signature shall, unless it is apparent to the contrary, be deemed to mean and include his/her legal heirs, executors, administrators and assigns) OF THE ONE PART;

AND

CERMA AGENTURA NA NODPISRU OSKROPI - CESTNARNA PREDSTAVNOSTVA AGENCY, addressed at DITRUCHOVA 21, 152 01 PRANA 2, CENY, REPUBLIC OF CZECHIA, acting through its authorized representative, **DR. TOMAS RUSAK**, Director of the CZECH TRADE PROMOTION AGENCY OF THE CZECH REPUBLIC, is located at address at Ruské Chlambouk, 4th Floor, 31 New Market, Prague 1, Czech Republic, (hereinafter referred to as the "LICENSOR") OF THE SECOND PART.

In this Agreement, the LICENSOR and the LICENSEE are collectively referred to as the "Parties" and severally as the "Party".

WHEREAS:

- The LICENSOR is the absolute, lawful and beneficial owner and in such is well and sufficiently entitled to a residential flat, bearing No. A-143, lately and measuring 1272 square feet built-up area, situated on the 14th floor of the building known as the "Seymour A Block", which building is situated at Garden Road, being and being the District of Mandel and within the limits of the Municipal Corporation of Greater Mumbai, together with the furniture and fixtures listed at Annexure A hereto. The LICENSEE is also the owner of one car parking area, bearing No. 10 in the compound of the said building. The said car, together with the furniture and fixtures listed at the Annexure A hereto, are hereinafter collectively referred to as "THE LICENSED PREMISES".
- The LICENSEE has requested the LICENSOR to grant permission to the LICENSEE to use the LICENSED PREMISES for the residential purpose of the Director of Tourism Bureau, as a Leave and Licensee, which the LICENSOR has agreed on the terms and conditions appearing hereinafter.

DR. TOMAS RUSAK, Director of the CZECH TRADE PROMOTION AGENCY OF THE CZECH REPUBLIC, is located at address at Ruské Chlambouk, 4th Floor, 31 New Market, Prague 1, Czech Republic, (hereinafter referred to as the "LICENSOR") OF THE SECOND PART.

- Relying upon the above declaration and statement of the LICENSOR, the LICENSEE has agreed to grant to the LICENSOR, and the LICENSEE has agreed to take by way of License a license to use the LICENSED PREMISES for residential purpose of the Director, Tourism Bureau, as Leave and Licensee, subject to the terms and conditions agreed by and between the Parties hereto.

- The Parties hereto agree that this Leave and License is in substitution of all previous wills and documents exchanged/issued between the Parties hereto in respect of this transaction; and this Leave and License constitutes finally agreed understanding between the Parties hereto.

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

- NATURE OF LICENSE:** Based on the declaration and statement (mentioned in the recitals), the LICENSOR hereby agrees to grant to the LICENSEE (and the LICENSOR agrees to take from the LICENSOR, a temporary and exclusive license to enter and use the LICENSED PREMISES for the Director, Tourism Bureau, as Leave and Licensee for the purpose of using it as residential premises and the car parking area for the purpose of parking his vehicle. And the LICENSEE agrees that the LICENSOR has granted the LICENSEE the use of the LICENSED PREMISES, as Leave and Licensee, and that the LICENSEE is not to create any tenancy/lease/rental agreement or any other relationship, except that which is expressly mentioned herein, subject to the terms and conditions as appearing hereinafter.
- THE LICENSED PREMISES:** The flat bearing no. 143 lately and measuring 1272 square feet built-up area, situated on the 14th floor of the building known as Seymour A Block, which building is situated at Garden Road, being and being within the District of Mandel and within the limits of the Municipal Corporation of Greater Mumbai, more particularly described in the Schedule hereto, along with the furniture and fixtures listed at Annexure A hereto. The LICENSED PREMISES is to be used for residential purpose of Tourism Bureau and his family members and their dependents and not for any other purpose whatsoever. The LICENSOR is also the owner of one car parking area, bearing No. 10 in the compound of the building. The LICENSEE is permitted to use of the said car parking area during the LICENSED PERIOD for the use of the Director of Tourism Bureau and his family members.

ANNEXURE A
LIST OF FURNITURE & FITTINGS
SKYSCRAPER A-10

2004/05/28

BEDROOM 1

1. Two single beds with own pillow-top mattress
2. Built-in wardrobe with built-in dressing table
3. One Delta air conditioner with remote
4. One ceiling fan
5. Two crystal wall sconces
6. One shoe rack
7. One bedside cabinet

BEDROOM 2

1. One single bed with pillow-top mattress
2. Built-in wardrobe with built-in dressing table
3. One Delta air conditioner with remote
4. One ceiling fan
5. One study table set of 2 chairs
6. One 21-inch VCR or TV with built-in rack and cord

LIVING DINING

1. One single sofa
2. One Delta air conditioner with remote
3. Two ceiling fans
4. One round glass display cabinet
5. One oval lever extensible round table
6. One Sony DCR-4 Handycam
7. Three place wood-look glass display with 16" TV, entertainment system, and 16" stereo
8. Two 3-foot floor lamp with lamp shades
9. One 4-foot sofa with ottoman and the living chair

DINING ROOM

1. One glass-top dining table with six dining chairs
2. One ceiling sconce
3. One lacquered French-style cabinet set
4. One Delta air conditioner with remote
5. One lacquered chair

KITCHEN

1. Lacquered vanity with granite work table-top
2. One Fisher & Paykel electric range with oven
3. One 18-inch built-in gas cooktop
4. One wash/dryer machine
5. One remote control vent hood fan
6. One 24-inch built-in refrigerator



2004/05/28

AUTHORIZATION LETTER

ON BEHALF OF THE ARCHITECTURE AGENCY, THIS IS TO CERTIFY THAT MR. TOMAS MATHIAS PABRINI DE SOUSA, WHO IS THE APPOINTED DIRECTOR OF THE ARCHITECTURE AGENCY OFFICE IN MUMBAI, IS SOLELY AUTHORIZED IN NAME AND ON BEHALF OF THE ARCHITECTURE AGENCY TO SIGN AND SUBMIT NECESSARY DOCUMENTS AND TO SIGN AND SUBMIT NECESSARY DOCUMENTS TO THE ARCHITECTURE AGENCY OFFICE IN MUMBAI AND TO APPEAR BEFORE THE ARCHITECTURE OFFICE TO ADMIT DOCUMENTS.

FOR CERTIFICATE

MR. RAJESH K. SHARMA
DIRECTOR OF ARCHITECTURE



For and on behalf of the Ministry of Housing, Government of Karnataka, Bangalore.



2004/05/28

Sl. No.	Description	Quantity	Unit	Rate	Total
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LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENSE is made and entered into at Mumbai on this 2nd day of December 2015

BETWEEN

SAMMY PHIROZE MEDORA, of Mumbai Indian Inhabitant, presently temporarily residing at 2235 Taylor's Orchard, Mississauga, ON, L5B 2T1, Canada (hereinafter referred to as the "LICENSOR" (which expression shall, unless it be repugnant to the context or the meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators and assigns) OF THE ONE PART;

AND

CESKA AGENTURA NA PODPORU OBCHODU – CZECHTRADE PROMOTION AGENCY, addressed at DITTRICHOVA 21, 128 01 PRAHA 2, CZECH REPUBLIC, acting through its authorized signatory, MR. TOMAS ROUSEK, Senior Director of THE CZECH TRADE PROMOTION AGENCY OF THE CZECH REPUBLIC at Mumbai having its address at Rewa Chambers, 4th Floor, 31 New Marine Lines, Mumbai 400 020, (hereinafter referred to as the "LICENSEE") OF THE SECOND PART.

In this Agreement, the LICENSOR and the LICENSEE are collectively referred the "Parties" and severally as the "Party".



WHEREAS:

1. The LICENSOR is the absolute, lawful and beneficial owner and as such is well and sufficiently entitled to a residential flat bearing No. A-143 totally and measuring 1272 square feet built-up area, situated on the 14th floor of the building known as "Skyscraper, A Block", which building is situated at Warden Road, lying and being the District of Mumbai and within the limits of the Municipal Corporation of Greater Mumbai, together with the furniture and fixtures listed at Annexure A hereto. The LICENSOR is also the owner of one stilt car parking area, bearing No.10 in the compound of the said building. The said flat, together with the furniture and fixtures therein and the car parking area, are hereinafter collectively referred to as "THE LICENSED PREMISES".
2. The LICENSEE has requested the LICENSOR to grant permission to the LICENSEE to use the LICENSED PREMISES for the residential purposes of its Director, Tomas Rousek, on a Leave and License basis, which the LICENSOR has agreed on the terms and conditions appearing hereafter.

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3. The LICENSOR has good right, title, full power and absolute authority to give on Leave and License basis the LICENSED PREMISES to the LICENSEE.

4. Relying upon the above declaration and assurances of the LICENSEE, the LICENSOR has agreed to grant to the LICENSEE and the LICENSEE has agreed to take by way of License a license to use the LICENSED PREMISES for residential purposes of its Director, Tomas Rousek, on Leave and License basis, subject to the terms and conditions agreed by and between the Parties hereto.

5. The Parties hereto agree that this Leave and License is in supersession of all previous writing/s and document/s exchanged/executed between the Parties hereto in respect of this transaction and that this Leave and License constitutes finally agreed understanding between the Parties hereto.

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

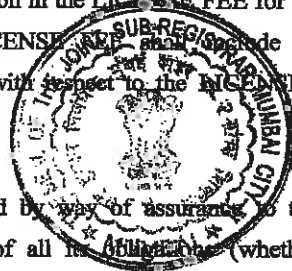
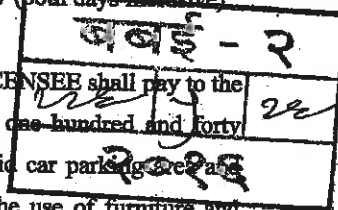
1. **NATURE OF LICENSE:** Based on the declaration and assurances (mentioned in the recitals), the LICENSOR hereby agrees to grant to the LICENSEE and the LICENSEE agrees to take from the LICENSOR, a temporary and exclusive license to enter and use the LICENSED PREMISES for its Director, Tomas Rousek, on Leave and License basis for the purpose of using it as residential premises and the car parking area for the purposes of parking his vehicle. And the LICENSEE agrees that the LICENSOR has granted to the LICENSEE, to use the LICENSED PREMISES, on Leave and License basis without in any way creating any tenancy/lease/sub-tenancy/right title/interest, and/or any other relationship, except that which is specifically mentioned herein, subject to the terms and conditions as appearing herein.

2. **THE LICENSED PREMISES:** The Flat bearing no. 143 totally and measuring 1272 square feet built-up area, situated on the 14th Floor in the building known as Skyscraper, A Block, which building is situated at Warden Road, lying and being within the District of Mumbai and within the limits of the Municipal Corporation Of Greater Mumbai, more particularly described in the Schedule hereto, along with the furniture and fixtures listed at Annexure A hereto. The LICENSED PREMISES is to be used for residential purpose of Tomas Rousek and his family members and their domestic staff and for no other purpose whatsoever. The LICENSOR is also the owner of one stilt car parking area bearing No.10 in the compound of the building. The LICENSEE is permitted the use of the said car parking area during the LICENSED PERIOD for parking the vehicle/s of Tomas Rousek and/or his family members.

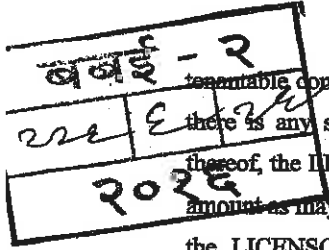
3. **THE LICENSE PERIOD:** The duration of the License shall be 24 months, commencing from the date the possession of the flat is taken i.e. from 01 January 2016 ("License Commencement Date") and until 31 December 2017 (both days inclusive)

4. **THE LICENSE FEE:** During the LICENSE PERIOD, the LICENSEE shall pay to the LICENSOR, a License fee, at the rate INR 140,000 (Rupees one hundred and forty thousand only) per month for the said flat inclusive of the said car parking area and INR 25,000 (Rupees twenty-five thousand only) as fees for the use of furniture and fixtures in the said flat. The LICENSEE shall pay an advance LICENSE FEE for the first twelve months, i.e. INR 1,980,000 (Rupees one million nine hundred eighty thousand only), along with the interest free Security Deposit mentioned in Clause 5 below, on or before the 11th day of December 2015. If the same is not paid within the aforesaid specified period, then the LICENSOR may at his sole discretion terminate the Agreement and the said Agreement shall be deemed to be null and void. Upon that event, the LICENSEE shall pay the LICENSOR the amount expended by the LICENSOR towards stamp duty and registration charges, plus INR 50,000 (Rupees fifty thousand only) in order to compensate the LICENSOR for the inconvenience caused. The advance LICENSE FEE paid as aforesaid shall be adjusted against the LICENSE FEE for the first twelve (12) months of the LICENSE PERIOD. The LICENSEE shall one month prior to the expiry of the first twelve (12) months pay a further sum of INR 1,980,000 (Rupees one million nine hundred eighty thousand only) as and by way of advance LICENSE FEE for the next twelve (12) months towards licence fee for the said flat and the said parking area, as also fee for use of the furniture and fixtures in the said flat. There shall be no escalation in the LICENSE FEE for the entire duration of the agreement period. The LICENSEE shall also pay all maintenance charges, property taxes and outgoings with respect to the LICENSED PREMISES, except as otherwise provided herein.

5. **INTEREST FREE SECURITY DEPOSIT:** As and by way of assurance to the LICENSOR, for the due and proper performance of all its obligations (whether mentioned herein and/or not) including vacating the LICENSED PREMISES on the expiry of this Leave and License Agreement (in addition to the payment of the LICENSE FEE and all other amounts as mentioned herein and as may be intimated hereafter), the LICENSEE shall on or prior to the License Commencement Date deposit with the LICENSOR a refundable non-interest bearing Security Deposit of INR 330,000 (Rupees three hundred and thirty thousand only) ("Security Deposit"). The LICENSEE has agreed that such refundable non-interest bearing Security Deposit shall be retained by the LICENSOR until the time this Leave and License is valid/till the end of the LICENSE PERIOD/earlier determination of the LICENSE PERIOD and shall be refunded by the LICENSOR to the LICENSEE, simultaneously against the LICENSEE handing over the vacant and peaceful possession of the LICENSED PREMISES to the LICENSOR and/or his authorised representative in good and



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reasonable condition (reasonable wear and tear and acts of God excepted). If however there is any serious damage to the LICENSED PREMISES or any part or portion thereof, the LICENSOR shall be entitled to deduct from the said Security Deposit such amount as may be deemed reasonable to repair, restore or reinstate the same. Similarly the LICENSOR shall be entitled to deduct from the said Security Deposit any outstanding payments in respect of utilities like towards electricity consumed, telephone, etc.

6. **LOCK-IN PERIOD:** The initial period of 12 months of the LICENSE PERIOD shall be the Lock-in Period. During the Lock-in-period neither Party shall have the right to terminate and/or cancel this Leave and License Agreement except as otherwise provided herein.

7. **THE LICENSOR'S ASSURANCES:**

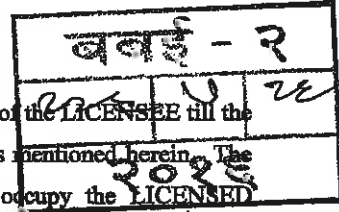
a) The LICENSOR doth hereby declares that his possession, rights, title and ownership in respect of the LICENSED PREMISES is clear and free from all kinds of claims, right, encumbrances of any nature whatsoever. The LICENSOR is free to deal with the LICENSED PREMISES in such manner as he/she/it may in his own discretion deems fit and proper including entering into this Leave and License with the LICENSEE as herein contemplated without the consent and/or confirmation from anyone else. The LICENSOR has obtained the No Objection Letter from the Society and annexed at Annexure 'B' permitting the LICENSED PREMISES to be given on leave and license basis to the LICENSEE in the manner stated herein and the LICENSOR represents that there are no further consents, approvals or permissions required for giving the LICENSED PREMISES on Leave and License basis to the LICENSEE and that the LICENSOR is otherwise entitled to enter into this Agreement. The LICENSOR hereby agrees and undertakes to indemnify and keep the LICENSEE indemnified against any legal/monetary obligations in case of any dispute arising in the ownership of the LICENSED PREMISES and the consequent interference if any in the matter of peaceful and lawful occupation of the LICENSEE of the LICENSED PREMISES till the end of the Term as herein above agreed.

b) The LICENSOR doth hereby declare that he has paid all rates, property taxes, cesses, duties, assessments and other outgoings payable, in respect of the LICENSED PREMISES, to any Government or other Authorities, society/condominium/company/builder, till the date of the execution of this Leave and License Agreement.

c) Subject to the payment of the LICENSE FEE and all other amounts as are agreed by the LICENSEE herein, on its due date/s as mentioned herein, and on due and proper compliances of all its obligations set out in this Leave and License, the LICENSEE



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shall peacefully enjoy the License hereby created in favour of the LICENSEE till the date this Leave and License is valid and subject to what is mentioned herein. The LICENSEE shall have unhindered right to access and occupy the LICENSED PREMISES as well as use of all common areas, including the entrance, driveway, reception, corridors, elevators, etc on a 24 x 7 x 365 basis during the LICENSE PERIOD.

- d) The LICENSOR shall not be responsible or liable for any theft, loss, damage or destruction of any property of the LICENSEE or its nominee, or his family members, or any other persons lying in the LICENSED PREMISES nor for any bodily injury, fatal or otherwise, to any person in the LICENSED PREMISES from any cause whatsoever.
- e) The LICENSOR shall perform and observe strictly all the rules, regulations applicable to the Building/the LICENSED PREMISES as also the provisions of this Leave and License and not to do and/or omit to do any act, deed, matter or thing as would constitute a breach of the rules and regulations applicable to the said building and the LICENSED PREMISES. The LICENSOR shall ensure that such rules and regulations do not in any way restrict the rights granted to the LICENSEE hereunder and/or impose any financial or other obligation on the LICENSEE.
- f) It is expressly agreed that the LICENSED PREMISES shall be insured by the LICENSOR alone.

8. THE LICENSEE'S ASSURANCES:

- a) To regularly and punctually bear and pay the TV, cable, Wi-Fi, internet broadband, telephone, gas, and electricity charges in respect of the services and facilities used and enjoyed by it during the LICENSE PERIOD in the LICENSED PREMISES, and not to make any default and or delay in the same for any reason/s whatsoever. It shall also honour and comply with all the terms and conditions hereof and not make any default and/or omission and/ or commission of any nature whatsoever whereby the performance and/or compliance of the terms and conditions hereof is/are affected.
- b) It shall not damage in any way, the RCC walls including internal brick work, exterior, facade, windows, partition walls, ceiling and all other part/s of the LICENSED PREMISES and shall during the LICENSE PERIOD, keep them in good order and condition (normal wear and tear and acts of God excepted). The LICENSEE may install removable safety guards on windows at its own expense and upon the end of the LICENSE PERIOD remove them and return the windows and



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surrounding structure back to its original condition at its own expense.

c) During the LICENSE PERIOD, it shall not store or allow to be stored in the LICENSED PREMISES, any combustible, dangerous or hazardous material (except for cooking gas cylinders as may be required for domestic purposes) that may imperil the safety of the said flat or building or may increase the premium of insurance of the said flat or render void the insurance and/or which may be of nuisance and/or cause annoyance to the LICENSED PREMISES and/or the LICENSOR and/or the other occupants in the building.

d) Not to do, omit to do or permit to be done anything in the LICENSED PREMISES any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency and/or etiquette and/or which may be or become a nuisance to the LICENSOR or other occupants of the said building.

e) To perform and observe strictly all the rules, regulations applicable to the Building/the LICENSED PREMISES as also the provisions of this Leave and License and not to do and/or omit to do any act, deed, matter or thing as would constitute a breach of the rules and regulations applicable to the said building and the LICENSED PREMISES.

f) Neither it, nor its nominee the said Tomas Rousek shall at any time put any claim of tenancy or claim any other right or title or interest into or in respect of the LICENSED PREMISES or any part or portion thereof and this Leave and License shall not be construed to create any right whatsoever in favour of the LICENSEE except the mere license and permission to use the LICENSED PREMISES during the validity of the License and such License shall automatically come to an end on the expiry of this Leave and License Agreement (whether on expiry of efflux of time or on sooner determination thereof).



g) To allow and permit the LICENSOR and/or his authorized representatives, at all reasonable times, to enter the LICENSED PREMISES, after giving notice of at least 48 hours (except in case of emergencies) to the LICENSEE, to view and/or make physical verification of the state and condition of the LICENSED PREMISES and to direct the LICENSEE to set right any wrongful use, damage, repairs, etc.

h) Neither it, nor its nominee the said Tomas Rousek shall at any time claim any protection or any other right as a tenant under the provisions of The Maharashtra Rent Control Act, 1999, (and/or any other statutory enactment thereto and or any other acts, ruling, judgments and/or etc.), as it is the intention of both the Parties to

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 Personal license given
 for use of the LICENSED PREMISES for
 parking vehicle of the
 LICENSEE's nominee and/or his family members, during the subsistence of this
 Leave and License Agreement.

this Leave and License that this License is only a permissible personal license given by the LICENSOR to the LICENSEE for the use of the LICENSED PREMISES for residential purpose and the said car parking for the purpose of parking vehicle of the LICENSEE's nominee and/or his family members, during the subsistence of this Leave and License Agreement.

- i) The LICENSEE agrees and confirms that notwithstanding this Agreement, the exclusive and juridical possession of the LICENSED PREMISES shall always remain with the LICENSOR. The LICENSOR has handed over two sets of keys of the LICENSED PREMISES to the LICENSEE and has retained a third set of keys for emergency purposes. The LICENSEE shall not alter or suffer to be altered the existing locking devices on the main entrance door of the said Flat without the prior written permission of the LICENSOR, which permission shall not be unreasonably withheld.
- j) The LICENSEE hereby undertakes that the LICENSED PREMISES shall at all times be used with due care and it shall at all times be maintained in good and repairable condition. The LICENSEE shall be responsible for all wilful or negligent acts, deeds, actions, omissions, damages, losses, repairs, replacement etc caused to the LICENSED PREMISES whether by the LICENSEE, its nominee, its employees, visitors, or guests.
- k) The LICENSEE shall use the said flat only for the residential purpose of the said Tomas Rousek, his family members and domestic staff and for no other purpose. The LICENSEE does not have and shall not claim any right, title or interest of any nature whatsoever in the LICENSED PREMISES and shall forthwith on the expiry or sooner termination of the license herein, remove his nominee together with his family members, guests and staff along with all his articles and belongings from the LICENSED PREMISES.



9. **TERMINATION:**

- a) The LICENSEE declares and confirms that after completion of the Lock-in Period of the initial 12 months, both the LICENSOR and the LICENSEE shall have the option to terminate the license herein by giving a 3 (three) month advance written notice to the other party.
- b) During the LICENSE PERIOD including the Lock-in Period, the LICENSOR and the LICENSEE shall have the right to terminate the license if there is a breach of any term of this Agreement by the LICENSOR or the LICENSEE ("Defaulting Party") and the Defaulting Party fails to remedy such breach or default within one month from the date of receipt of a notice specifying such breach by the other Party.

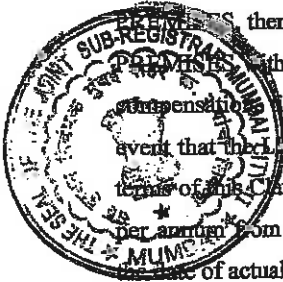
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On the expiry of this licence by efflux of time or sooner termination, the LICENSEE shall hand over vacant and peaceful possession of the LICENSED PREMISES, along with all furniture & fixtures as specified in Annexure A hereto, to the LICENSOR and/or his authorized representative, in good and tenable condition, normal wear and tear and acts of God excepted. Provided however that the LICENSEE shall be entitled to take away and remove all such equipment, loose furniture & fittings, units, appliances, etc. that may have been installed by the LICENSEE at its cost in the LICENSED PREMISES, without damaging the walls or any part or portion of the interiors. For the sake of clarity, the Parties agree that the LICENSEE shall be obliged to re-instate the LICENSED PREMISES to its original condition.

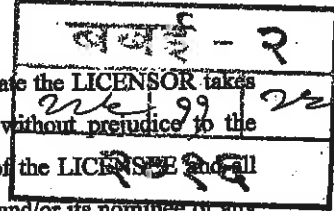
d) Simultaneously with the LICENSEE handing over vacant and peaceful possession of the LICENSED PREMISES, along with furniture & fixtures therein as specified in Annexure A hereto, on the expiry of this license by efflux of time or sooner termination, the LICENSOR shall refund the interest-free Security Deposit, subject to what has been provided in clause 5 hereinabove, along with the LICENSE FEE for the remaining period. In the event of earlier termination, the LICENSOR shall refund the interest free Security Deposit as aforesaid, along with the License Fee for the remaining period, if any.

e) If on the expiry or sooner termination of the licence, the LICENSOR is unable to repay the Security Deposit, or any other amount of money owed by the LICENSOR to the LICENSEE, in the manner provided under this Agreement and the LICENSEE is ready and willing to hand over vacant and peaceful possession of the LICENSED PREMISES, then the LICENSEE shall be entitled to use and occupy the LICENSED PREMISES without any obligation to pay the agreed LICENSEE FEE or any other compensation till the date the LICENSOR refunds the Security Deposit. In the event that the LICENSOR fails to refund the Security Deposit to the LICENSEE in terms of this Clause, the LICENSOR shall also pay to the LICENSEE interest at 5% per annum from the time the relevant amount becomes due to the LICENSEE, till the date of actual refund by the LICENSOR to the LICENSEE.

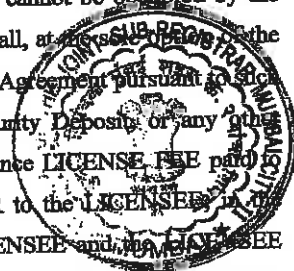


f) If on the expiry or sooner termination of the licence, the LICENSOR is ready and willing to refund the Security Deposit to the LICENSEE in the manner provided under this Agreement, but the LICENSEE is unable or unwilling to hand over vacant and peaceful possession of the LICENSED PREMISES as provided in Clause 9 (c), then the LICENSOR shall (without prejudice to his rights under the statute and under the provisions of this Leave and License) be entitled to recover from the LICENSEE and the LICENSEE shall be required to pay to the LICENSOR a sum of INR 30,000 (Rupees thirty thousand only) per day as and by way of additional compensation, over and above the agreed LICENSE FEE and all other amounts as

mentioned in this Leave and License Agreement till the date the LICENSOR takes over vacant possession of the LICENSED PREMISES, without prejudice to the LICENSOR being entitled to prevent and stop the entry of the LICENSEE and all others in the LICENSED PREMISES and the LICENSEE and/or its nominee or any party or person claiming under the LICENSEE shall be deemed to be a trespasser in the LICENSED PREMISES.



- g) If at any time during this Leave and License, the LICENSED PREMISES are damaged by storm, flood, tempest, earthquake, war, riot, civil commotion or any other irresistible force or act beyond the control of the LICENSEE, or any act of God or if the LICENSED PREMISES are destroyed or damaged (whether in whole or in part) so as to make them unfit for use by the LICENSEE, such damage or destruction not having been caused due to any act/s of omission/s commission/s on the part of the LICENSEE, its nominee, and/or his staff and agents, and/or anyone else under the LICENSEE, the LICENSOR shall within a reasonable period at his own costs and expenses, restore and reinstate the LICENSED PREMISES so as to render them fit for use and occupation by the LICENSEE for the purpose and in accordance with the terms of this Agreement. The LICENSOR shall not be entitled to any LICENSE FEES and/or compensation during the period the LICENSED PREMISES remain unfit for occupation. Notwithstanding anything to the contrary herein contained in case of the foregoing events happening or if the LICENSED PREMISES cannot be occupied by reason of any action/s or proceeding/s by local body or authority or if for any reason whatsoever the LICENSED PREMISES cannot be occupied by the LICENSEE/its nominee, then this Leave and License shall, at the option of the LICENSEE, stand terminated. Upon termination of this Agreement pursuant to such event, the LICENSOR shall forthwith refund the Security Deposit or any other amount of money including unadjusted portion of advance LICENSE FEE paid to the LICENSOR as aforesaid owed by the LICENSOR to the LICENSEE in the manner provided in Clause 5 hereinabove, to the LICENSEE and the LICENSEE shall forthwith vacate the LICENSED PREMISES. In the event that the LICENSOR fails to refund the Security Deposit and/or the other money as above to the LICENSEE in terms of this Clause, the LICENSEE shall be entitled to occupy the LICENSED PREMISES without payment of any compensation including LICENSE FEES and the LICENSOR shall be liable to pay to the LICENSEE interest at 5% per annum from the time the relevant amount becomes due to the LICENSEE till the date of actual refund by the LICENSOR to the LICENSEE.
- h) In the event that the LICENSEE terminates the Leave and License prior to the completion of the Lock-in Period for reasons other than those mentioned in this Leave and License, only then the LICENSEE shall be liable to pay to the

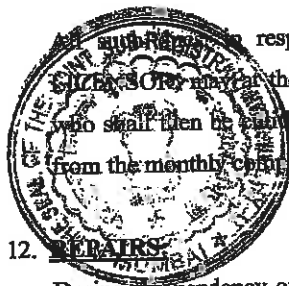


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which at the sole discretion of the LICENSOR may be adjusted against the Interest- Free Security Deposit.	

10. **ASSIGNMENT:** The LICENSEE cannot and shall not be entitled to permit the use and occupation of the LICENSED PREMISES or any part or portion thereof to any of its associated/ affiliated entities ("Affiliates") which are in any manner associated or managed and/or controlled by or is under the common management/control of the LICENSEE and/or its Affiliates, nor be entitled to assign the benefit of the license to any such entity.

11. **MAINTENANCE AND PROPERTY TAXES:** The LICENSOR alone shall be liable to pay all present and future property, municipal taxes, outgoings including non-occupancy charges, dues, maintenance charges impositions, levies duties and rates imposed by or payable to any authority, corporation, Society, in respect of the LICENSED PREMISES. However if there is any increase in the Municipal Taxes, or any increase in the impositions, levies, duties and rates imposed by/payable to any authority, Corporation, Society, and if such increase in the taxes becomes unreasonable and/or unviable, than this Leave and License Agreement shall be reviewed by both the LICENSOR and the LICENSEE within a period of 30 days from the date of such imposition coming to the knowledge of the LICENSOR, and if no amicable settlement is arrived at within 45 days thereafter, then the LICENSOR shall have the right to terminate this Agreement by giving 30 days' notice to the LICENSEE, even though it maybe during the Lock-in period.

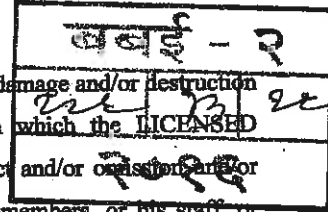


in respect of the LICENSED PREMISES, if not paid by the LICENSOR may at the discretion of the LICENSEE be paid by the LICENSEE, who shall then be entitled to claim reimbursement for the same or deduct the same from the monthly compensation or any other dues owed to the LICENSOR.

12. **REPAIRS:** During the pendency of this Leave and License, the LICENSEE shall maintain the interiors and non-structural parts of the LICENSED PREMISES, duly and properly in good and repairable condition at its own cost. It is hereby agreed that the building in which the LICENSED PREMISES is situated and the structural parts of the LICENSED PREMISES will be maintained by the LICENSOR at his own cost and expense. If any structural repairs are required to be carried out in the LICENSED PREMISES and the LICENSOR fails to carry them out, despite a reasonable notice in any event within 24 hours in the case of emergency repairs and within 15 days in other cases, the LICENSEE shall be entitled to effect the repairs and in this respect the LICENSOR shall reimburse the LICENSEE the costs so incurred or deduct the

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costs so incurred from the LICENSE FEE. In case of any damage and/or destruction of the LICENSED PREMISES and/or the building in which the LICENSED PREMISES is situated, due to any wilful or negligent act and/or omission or commission by the LICENSEE, its nominee, his family members, or his staff, or agents, or employees, guests or visitors, then the same shall be repaired by the LICENSEE at its cost and expense.

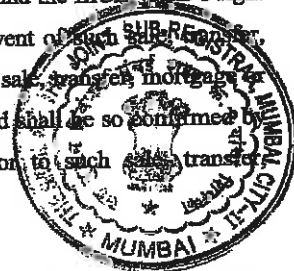


13. **INTERIORS:**

The LICENSEE is permitted to fit-out the LICENSED PREMISES at its own costs, risks and consequences without causing any damage and/or destruction in the LICENSED PREMISES or to any adjoining premises. Further, such interiors shall not affect the structural parts of the LICENSED PREMISES/the adjoining premises/the building. Such fit-out shall be temporary in nature, which can be removed without affecting the internal structure of the LICENSED PREMISES. The LICENSEE shall be responsible for the maintenance of the same, and on expiry by efflux of time or sooner termination of this Leave and License, the LICENSEE shall remove the same without causing any damage to the LICENSED PREMISES (normal wear and tear and acts of God excepted).

14. **ATTORNMENT:**

In the event that the LICENSOR wishes to sell, transfer, mortgage or charge the LICENSED PREMISES during the continuance of this Agreement to or in favour of any person or party, then in that event the LICENSOR shall ensure that the rights of the LICENSEE as per this Agreement remain unchanged and the LICENSEE's right to use and occupy the LICENSED PREMISES in the event of such sale, transfer, mortgage or charge is not prejudicially affected and such sale, transfer, mortgage or charge shall be subject to the terms of this Agreement and shall be so confirmed by such transferee, mortgagee or chargee in writing, prior to such sale, transfer, mortgage or charge.



15. The LICENSOR is and shall always be entitled to securitize the receivables of this Leave and License with any Institution, Body Corporate or any other Party, as the LICENSOR deems fit and proper.

16. The LICENSOR shall at all times during the subsistence of this Agreement keep the LICENSEE harmless and indemnified against all actions, proceedings, claims, raised or taken by any government, judicial, quasi-judicial or any third party challenging the authority of the LICENSOR to give the LICENSED PREMISES on license to the LICENSEE. In such an eventuality the LICENSOR shall also keep the LICENSEE indemnified against all payments, costs, losses, liabilities, penalties or damages sustained by the LICENSEE and the LICENSEE shall in such event also be

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entitled to terminate this Agreement forthwith at any time of the LICENSE PERIOD including during the Lock-in Period without any obligation to pay the LICENSE FEE for the then balance lock-in period.

17. The LICENSEE hereby confirms that all payments required to be made under the provisions of the Bombay Stamp Act and the Indian Registration Act, like payment of the Stamp Duty and Registration Charges etc in respect of this transaction including in respect of this Leave and License and all other documents that may be executed at any time hereafter in pursuance of this transaction, shall be borne and paid by the LICENSEE and the LICENSOR equally. It shall be the responsibility of the LICENSOR to have this Agreement registered as required under the provisions of the Indian Registration Act. Each Party shall bear and pay the costs of its respective Advocates and Solicitors.

18. It is expressly understood by the Parties that the LICENSEE, its nominee, his family members and his servants are hereby permitted to use and occupy the LICENSED PREMISES for their residential use and occupation, while his guests, relatives and other visitors are permitted to visit and use the LICENSED PREMISES from time to time on the terms and conditions set out in this Leave and License, without the consent of LICENSOR.

19 **NOTICE:** Any Notice herein may be given if sent by hand delivery and written acknowledgment obtained thereof or by Registered A.D. at the addresses of the Parties set forth below:

A. To the LICENSOR

C/o Mrs Bapsy P Chubb, Skyscraper A-111, 74 Warden Road, Mumbai

B. To the LICENSEE

Address: Kera Chambers, 4th Floor, 31 New Marine Lines, Mumbai 400 020

JURISDICTION: The Courts in Mumbai shall have exclusive jurisdiction.

21. **SEVERANCE OF THE TERMS:** In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with deletion of such words or such reduction of scope, period or area of application, as may be required to make such provision valid and effective; provided however that, on the revocation, removal or diminution of the law or provisions, as

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the case may be, by virtue of which such provision contained in this Agreement were limited as provided hereinabove, the original provision would stand renewed and be effective to its original extent, as if it had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to observe and be bound at all times by the spirit of this Agreement.

22. **SURVIVAL OF OBLIGATIONS:** Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration or termination of this Agreement, shall survive such expiration or termination.

23. **WAIVER:** No failure or delay on part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.

24. **DIPLOMATIC CLAUSE:** The interest free Security Deposit and the unused LICENSE FEE for the remaining LICENSE PERIOD shall be refunded if the Czech Trade office in Mumbai is going to close down due to any reason. The LICENSOR shall however be entitled to three months advance notice in writing in such circumstances, and upon failure of receipt of such advance notice the LICENSOR shall be entitled to forfeit three months LICENSE FEE. If Mr Tomas Rousek is called back from Mumbai, then his successor shall be allowed to continue the License until the Lock-in Period or until the end of the Agreement, as may be mutually agreed by both Parties. However, if there is no successor then with three months' advance notice in writing to the LICENSOR or three months LICENSE FEE forfeiture the contract shall be terminated and the Security Deposit and the unused LICENSE FEE for the remaining period shall be refunded to the LICENSEE.

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SCHEDULE OF PROPERTY

Residential flat bearing No. A-143 totally measuring 1272 sq. ft. built-up area, situated on the 14th floor of the building known as "Skyscraper, A Block", which building is situated at 74 Warden Road, Mumbai 400026, lying and being in the District of Mumbai and within the limits of the Municipal Corporation of Greater Mumbai under C.S. No.4/697 of Malabar Hill and Cumballa Hill Division.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and delivered by
 the within named LICENSOR
SAMMY PHIROZE MEDORA

) *S. Medora*
)

In the presence of

1. *Mall Jadhav*
2. *Spencer*



Signed and delivered by
 the within named LICENSEE
CESKÁ AGENČKA PRO PODPORU OBCHODU
- CZECH TRADE PROMOTION AGENCY)
 by **TOMAS KOUSEK** Director
 and duly authorised signatory of
THE CZECH TRADE PROMOTION
AGENCY OF THE CZECH REPUBLIC at Mumbai

) *Tomas Kousek*
)

In the presence of

1. *Spencer*
2. *Mall Jadhav*



ANNEXURE A
LIST OF FURNITURE & FIXTURES
SKYSCRAPER A-143

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BEDROOM 1

1. Two single beds with two pillow-top mattresses
2. Built-in wardrobes with built-in dressing table
3. One Daikin air-conditioner with remote
4. One ceiling fan
5. Two crystal wall sconces
6. One shoe rack
7. One beside cabinet

BEDROOM 2

1. One single bed with pull-out storage drawer
2. Built-in wardrobes with built-in dressing table
3. One Daikin air-conditioner with remote
4. One ceiling fan
5. One study table with shelves
6. One 21-inch Videocon TV with wall rack and cable

LIVING ROOM

1. One single sofa
2. One Daikin air-conditioner with remote
3. Two ceiling fans
4. One round glass display cabinet
5. One cantilever expandable centre table
6. One Sony Bravo 42-inch TV with cable
7. Three piece wood-and-glass display unit for TV, entertainment system, and bric-a-brac
8. Two 5-feet floor standing lamps
9. One display cabinet in passage outside the living room

DINING ROOM

1. One glass-top dining table with six dining chairs
2. One ceiling chandelier
3. One lacquered Hutch-and-Buffer set
4. One Daikin air-conditioner with remote
5. One lacquered table

KITCHEN

1. Built-in wall cabinetry with granite work table-top
2. One Faber 4-burner gas cooking range with oven
3. One Samsung refrigerator
4. One washer-dryer machine
5. One narrow wardrobe and stool for staff
6. One Aquaguard water filter





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AUTHORIZATION LETTER

ON BEHALF OF THE CZECHTRADE AGENCY, THIS IS TO CERTIFY THAT MR. TOMAS ROUSEK, PASSPORT NO. S0129088, WHO IS THE APPOINTED DIRECTOR OF THE CZECHTRADE AGENCY OFFICE IN MUMBAI, IS DULY AUTHORIZED IN NAME AND ON BEHALF OF THE CZECHTRADE AGENCY TO SIGN AND EXECUTE NECESSARY LEAVE AND LICENCE AGREEMENTS AND OTHER RELATED DOCUMENTS THERETO FOR TAKING RESIDENTIAL PREMISES ON LEAVE AND LICENCE BASIS IN MUMBAI, AND TO APPEAR BEFORE THE RESPECTIVE SUB-REGISTRAR OFFICE TO ADMIT EXECUTION THEREOF.

FOR CZECHTRADE

Ing. RADOMIL DOLEŽAL, MBA
DIRECTOR GENERAL

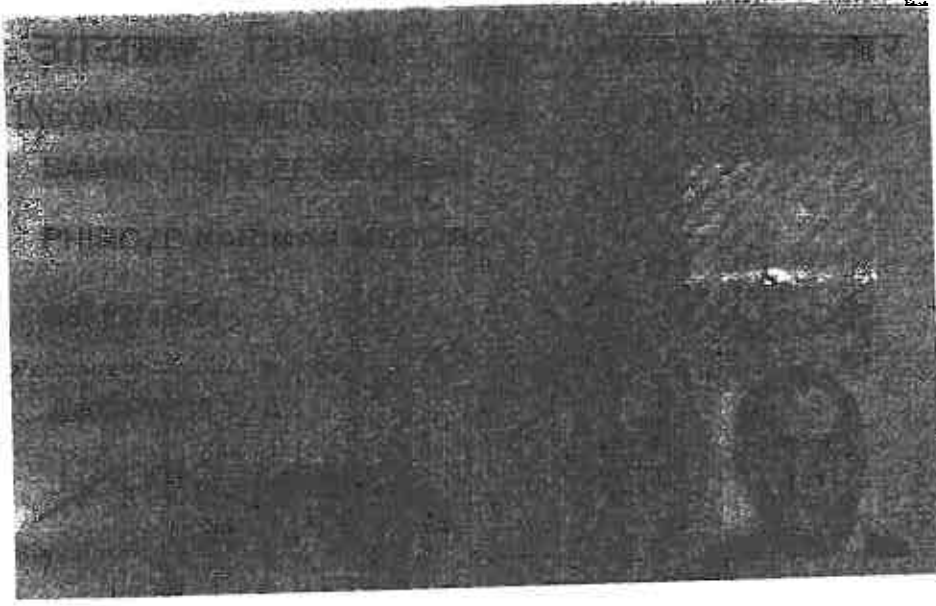


CZECH TRADE PROMOTION AGENCY
Head Office
Dittrichova 21, 128 01 Prague 2, Czech Republic
Phone: +420 224 907 820,
Fax: +420 224 907 508
E-mail: info@czechtrade.cz, www.czechtrade.eu

Registration No.: 00001171
VAT Identification No.: CZ00001171
Bank Connection:
Komerční banka, a.s., Spálená 51, Prague
IBAN: CZ98 0100 0000 0000 8743 4011
SWIFT: KOMBCZPPXX

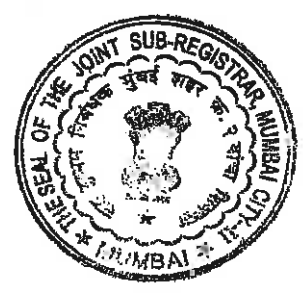


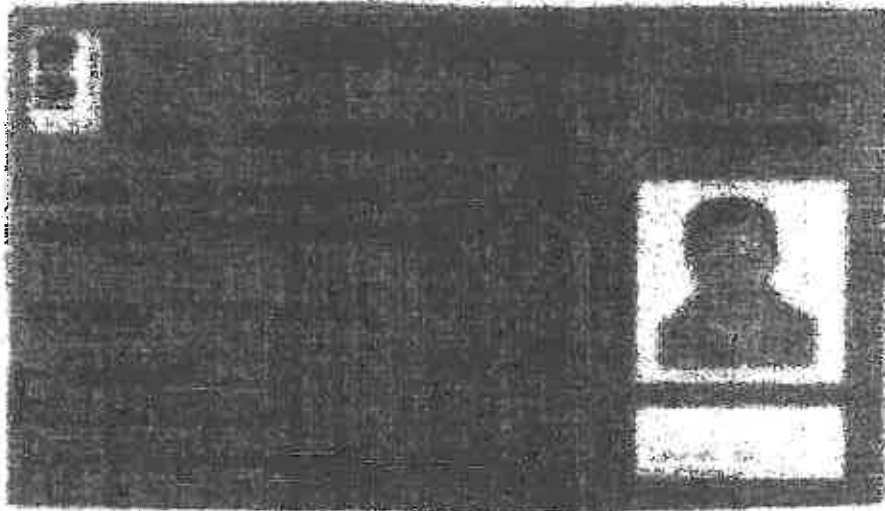
CzechTrade is certified according
to ISO 9001:2008.



A. Kulkarni

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Joint Registrar

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THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No: MH04 20150013385 DCI: 27-05-2015
 Valid till 10-10-2025 (INT)



AUTHORISED TO DRIVE FOLLOWING CLASSES OF VEHICLES THROUGHOUT INDIA
 COV DCI
 LAY 27-05-2015
 NEWG 27-05-2015



FORM 7
 RULE 19(2)

DOB 13-10-1976 SG: M

Name MALCOLM DADRENWALA
 N/AV of BADE DADRENWALA
 Add: 4TH FLOOR, GANG OFFICE BUILDING NO
 NEXT TO SHELA HOUSE, CUMMILLA HILL
 MUMBAI
 PIN: 400025
 Signature & ID of License Holder
 (Long Address) MH04 20150013385

Signature of Holder
 Impression of Holder

Handwritten signatures



Handwritten signature

वर्तमान स्थिति: **PERMANENT ACCOUNT NUMBER**
आवृत्तिका
 सार्वजनिक स्थिति: **सर्वोच्च न्यायालय**
 पुराने स्थिति: **सर्वोच्च न्यायालय**
 वर्तमान स्थिति: **सर्वोच्च न्यायालय**
 वर्तमान स्थिति: **सर्वोच्च न्यायालय**

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बखर्क - २		
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Summary1 (GoshwaraBhag-1)

319/226

सोमवार, 11 जानेवारी 2016 10:29 म.पू.

दस्त गोशवारा भाग-1

बबई-2

दस्त क्रमांक: 226/2016

दस्त क्रमांक: बबई-2 /226/2016

बाजार मूल्य: रु. 3,30,000/-

मोजवला: रु. 1,65,000/-

भरलेले मुद्रांक शुल्क: रु.15,100/-

डु. नि. सह. दु. नि. बबई-2 चांचे कार्यालयात

अ. क्र. 226 वर दि.11-01-2016

रोजी 10:27 म.पू. वा. हजर केला.

पावती:247

पावती दिनांक: 11/01/2016

सादरकरणाराचे नाव: सेमी क्रिरोझ भेडोरा -

नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 520.00

पृष्ठांची संख्या: 26

दस्त हजर करणाऱ्याची सही:

एकुण: 1520.00

सह दुय्यम नि. अधिक, मुंबई-2

सह दुय्यम नि. अधिक, मुंबई-2

दस्ताचा प्रकार: 36-अ-लिच्छ अॅड लायसन्सेस

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

शिक्का क्र. 1 11 / 01 / 2016 10 : 28 : 10 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 11 / 01 / 2016 10 : 28 : 45 AM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदणी कायदा 1906 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर निष्ठावक व्यक्ती, सक्षीयारे व सोबत जोडलेल्या कायदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्ठादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:



Summary-2(दस्त गोषवारा भाग - २)



11/01/2016 10 38:47 AM

दस्त गोषवारा भाग-2

बबइ2
दस्त क्रमांक:226/2016

दस्त क्रमांक :बबइ2/226/2016

दस्ताचा प्रकार :-36-अ-लिक्ड अॅड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:सेमी फ़िरोज़ मेढोरा - पत्ता:ए-143, 14, स्कायक्रेपेर, व्रीच कॅडी, 74 बार्डन रोड, फूंबाळळा हिल, MAHARASHTRA, MUMBAI, Non-Government. पिन नंबर:AADPM3112A	लायसेन्सर वय :-65 स्वाक्षरी:-		
2	नाव:वि चेक ट्रेड प्रमोशन एजंसी ऑफ़ दी चेक रिपबलिक तर्फे डिरेक्टर तोमस रौसेक पत्ता:प्लॉट नं. -, माळा नं: 4, इमारतीचे नाव: रेवा चेम्बर्स, ब्लॉक नं. -, रोड नं: 31 न्यू मरीन लाइन्स, महाराष्ट्र, मुंबई. पिन नंबर:	लायसेन्सी वय :-48 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिक्ड अॅड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:11 / 01 / 2016 10 : 29 : 46 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

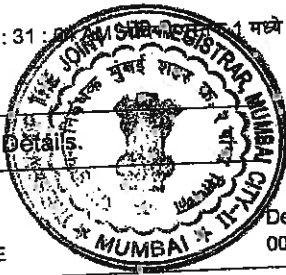
अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मॅलकम डी दादरेवला वय:40 पत्ता:पहिला मजला,आशियाना,नेपेन्सी रोड,मुंबई पिन कोड:400036	स्वाक्षरी		
2	नाव:पराग जे शाह वय:41 पत्ता:विधानी अपार्टमेंट,नेपीयनसी रोड,मुंबई पिन कोड:400006	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:11 / 01 / 2016 10 : 30 : 53 AM

शिक्का क्र.5 ची वेळ:11 / 01 / 2016 10 : 31 : 00 AM

सह दुय्यम निदेशक, मुंबई-2

EPayment Details.



प्रमाणित करणेत येते की
दस्तामध्ये एकूण 22पाने आहेत
पुस्तक क्रमांक १, बबई-२/..... 226/२०१६
नोंदला 11 JAN 2016
दिनांक

सह. दुय्यम निदेशक मुंबई शहर-२.

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