



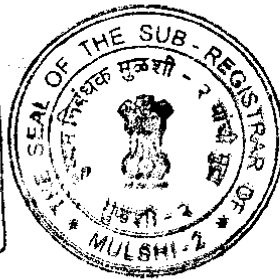
CHALLAN
MTR Form Number-6

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GRN	MH005805018201718E	BARCODE	Date		28/09/2017-09:56:28	Form ID	36A
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID (If Any)				
Office Name	MLS2_MULSHI 2 SUB REGISTRAR		PAN No.(If Applicable)	AACCB6445M			
Location	PUNE		Full Name	BASE REALTY PVT LTD through its authorized signatory Mr Vikram Khude			
Year	2017-2018 One Time		Flat/Block No.	S/No. 234, Hissa No. 1 to 4, Survey No. 234 Hissa			
Account Head Details	Amount In Rs.	Premises/Building	No. 6 to 7, Survey No. 235, Hissa No. 6 to 9,				
0030046401 Stamp Duty	41800.00	Road/Street	hinjewadi				
0030063301 Registration Fee	500.00	Area/Locality	8784 Sq. ft				
		Town/City/District					
		PIN	4 1 1 0 5 7				
		Remarks (If Any)	PAN2=AAGCK4519H--SecondPartyName=Karl Dungs Private Limited through its Director Mr Dipender Manhas--CA=60--Marketval=234000				
Total	42,300.00	Amount In Words	Forty Two Thousand Three Hundred Rupees Only				
Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN	Ref. No.	69103332017092810707		137332229		
Cheque/DD No.	Bank Date	RBI Date	28/09/2017-09:56:55		Not Verified with RBI		
Name of Bank	Bank-Branch		IDBI BANK				
Name of Branch	Scroll No. , Date		Not Verified with Scroll				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

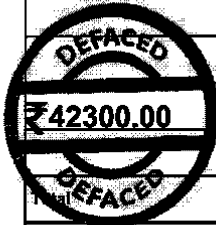
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CHALLAN
MTR Form Number-6

GRN	MH005805018201718E	BARCODE			Date	28/09/2017-09:56:28	Form ID	36A	
Department					Inspector General Of Registration				
Type of Payment					Stamp Duty Registration Fee				
Office Name					MLS2_MULSHI 2 SUB REGISTRAR				
Location					PUNE				
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Account Head Details					Amount In Rs.		Premises/Building		
0030046401 Stamp Duty					41800.00		Road/Street		
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							4 1 1 0 5 7		
					Remarks (If Any)				
					PAN2=AAGCK4519H-SecondPartyName=Karl Dungs Private Limited through its Director Mr Dipender Manhas-CA=60-Marketval=234000				
					Amount In		Forty Two Thousand Three Hundred Rupees Only		
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Payment Details					IDBI BANK				
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Cheque/DD No.					Bank Date		RBI Date		28/09/2017-09:56:55
							Not Verified with RBI		
Name of Bank					Bank-Branch		IDBI BANK		
Name of Branch					Scroll No. , Date		Not Verified with Scroll		



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No.:- Not Available
 खदर चलन केवल मुख्य निबंधक कार्यालयत नोंदणी करायारया दस्तासादी लागु आर, नोंदणी ऑफिसावेदया दस्तासादी खदर चलन लागु नाही.

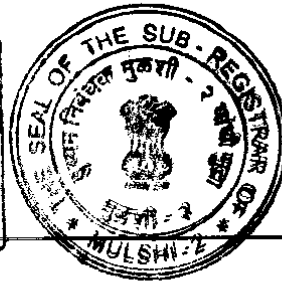
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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Defacement Amount
1	(IS)-453-12891	0003236399201718	28/09/2017-10:46:26	500.00
2	(IS)-453-12891	0003236399201718	28/09/2017-10:46:26	41800.00
Total Defacement Amount				42,300.00

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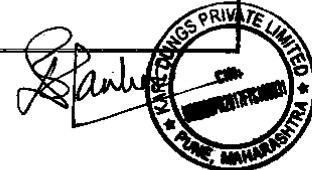
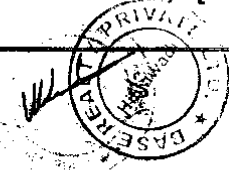


LEAVE AND LICENSE AGREEMENT

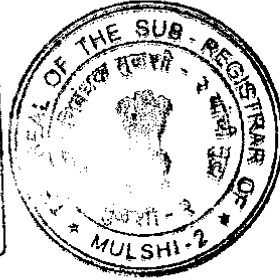
THIS LEAVE AND LICENSE AGREEMENT is made and entered into at Pune on this 28th day of September , 2017

BETWEEN

M/S. BASE REALTY PVT LTD; a company incorporated under the Companies Act, 1956, having its registered office at 1607, 16th Floor Lodha Supremus, Opp. Kamala Mills Compound, Senapati Bapat Marg, Lower Parel ,Mumbai 400013 and Site office at India Land Global Industrial Park , S. No. 234,235 & 245, Hinjawadi Phase 1, Taluka Mulshi, Pune - 411057 hereinafter referred to as the **"OWNERS" (The LICENSOR)** through its authorized signatory Mr. Vikram Khude , (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors etc.) **PARTY OF THE ONE PART; [PAN NO. AACCB6445M]**



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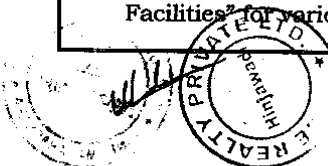
AND

M/s. Karl Dungs Private Limited; a company incorporated under The Companies Act, 2013, having its registered office at, Shop No 06, Bldg No D, CTS No 4510/1 Empire Estate, Old Mumbai Pune Highway, Chinchwad, PUNE - 411019 hereinafter referred to as the "**COMPANY**" (**The LICENSEE**) through its Director- **Mr. Dipender Manhas** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **PARTY OF THE OTHER PART. (PAN NO. AAGCK4519H)**

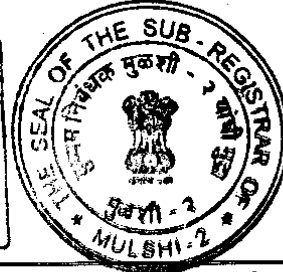
OWNERS and **COMPANY** are hereinafter jointly referred to as the 'Parties' and individually each as 'Party'.

WHEREAS.

- a) The **OWNERS** have represented as under:
 - i. The **OWNERS** are absolutely entitled to land bearing S.No. 234, Hissa No.1 to Hissa No.4, Survey No. 234 Hissa No. 6 to 7, Survey No. 235, Hissa No. 6 to Hissa No.9, Survey No.245, Hissa No.1 to Hissa No.3, totally admeasuring 28 Acres or thereabout situate lying and being at Village Hinjawadi, Taluka Mulshi, District Pune and more particularly described in the First schedule hereunder, hereinafter referred to as "**the said Larger land**".
 - ii. The **OWNERS** have represented that the said Larger land is situated in Industrial Zone as per the certificate dated 11 October 2010 issued by the Director, Town Planning Department, Pune.
 - iii. The **OWNERS** have represented that the Sub-Divisional Officer, Pune, by its order bearing no. NA/SR/78/07 dated 13 June 2007 has granted permission for nonagricultural (N.A) use of the said Larger land for Industrial use and has approved the development of the said Larger land on the terms and conditions mentioned in the said order
- b) The **COMPANY** is engaged in the business of Combustion controls and components.
- c) The **OWNERS**, besides being **OWNERS** of the said land, also have a considerable experience in the field of constructing "Built to Suit Facilities" for various industrial houses in Pune.



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- d) On Knowledge of the aforesaid intention of the **COMPANY**, the **COMPANY** approached the **OWNERS** and requested a space for lease a part warehouse and office having total Built-up Area of 8784 Sq. ft. (In words Eight Thousand Eight hundred and Eighty-Four Square Feet only) which includes Warehouse 7141 sft and office 1643 sft. Above areas are including the Common area constructed on Plot No.5, out of the said Larger land and hereinafter referred as the "**Said Plot/Land**" and more particularly described and demarcated in the Second Schedule written hereunder on leave and License basis along with copy of plan marked in red.
- e) The built-up area agreed to be leased to the **COMPANY** is inclusive of the Warehouse with office and Proportionate Common Area. Warehouse Area shall be the entire area enclosed by its periphery walls including area under walls, wall cladding, Column, Toilets and Platforms, Docks, utilities.
- f) On the said mutual representation and assurances the **OWNERS** and the **COMPANY** decided to enter into a Leave & License Agreement on the terms and conditions as recorded hereunder.
- g) This Agreement contains finally agreed terms and conditions and supersedes all previous agreements, arrangements, letters of intent/allotment, writings, understandings etc., in respect of this transaction, except to the extent expressly set out herein between the **OWNERS** and the **COMPANY**.

NOW THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

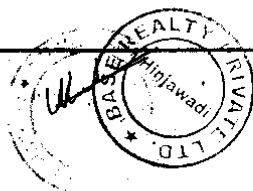
ARTICLE 1

DEFINITIONS

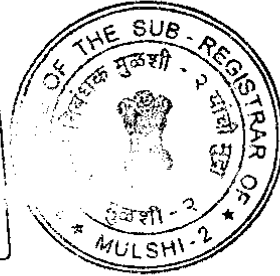
1.1 Definitions

When used in this Agreement, the defined terms set forth in this Article I shall have, unless otherwise required by the context thereof, the following meanings:

"AGREEMENT" means this Agreement, including all annexure and schedules attached hereto and all amendments or variations as agreed to



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in writing from time to time by duly authorised signatories of the Parties hereto.

"LEAVE & LICENSE PERIOD" shall mean the period of 5 (five) years commencing from the commencement date as mentioned in clause 3.1 below,

"PERSON" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity.

"PARTIES" shall mean the **OWNERS** and the **COMPANY** being referred to collectively.

"PREMISES" shall mean the total Built-up Area of 8784 Sq. ft. (In words Eight Thousand Eight hundred and eighty-Four Square Feet only) of part Warehouse 7141 sft with Base building specifications such as Ground floor level industrial structure with PCC/RCC flooring, one wash room with WC, Walls/ceiling plastered with and rolling shutter doors, cabins, support utilities and Office 1643 sft on the first floor. The said total area is inclusive of proportionate common areas.

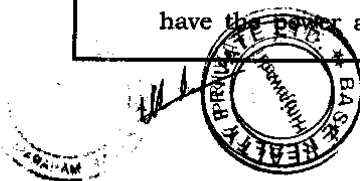
ARTICLE 2

REPRESENTATIONS AND WARRANTIES

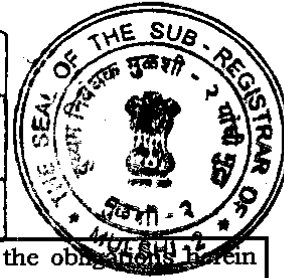
2.1 THE OWNERS' Representations and Warranties

THE OWNERS hereby represent and warrant to the **COMPANY**, as follows.

- (i) That they are the absolute **OWNERS** of the said land and the said Plot and that no other Person has any right, title interest, claim or lawful demand of any nature over the said land. The **OWNERS** have the power and authority to enter into this Agreement and



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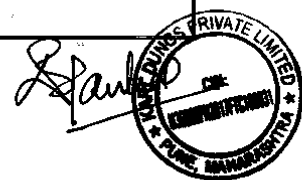
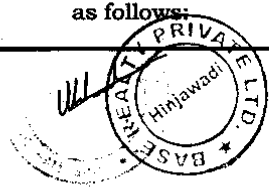


make the representations and perform all the obligations herein contained and are validly constituted under the applicable laws.

- (ii) As per the provisions of section of 44A of Maharashtra Land Revenue Code, 1966, as amended by Mah 26 of 1994, the said land being in Industrial Zone can be used for bonafide industrial use.
- (iii) The **OWNERS** undertakes to provide to the **COMPANY** the aforesaid necessary plans approvals and orders if required for the said industrial facility on the said plot from the statutory Authorities.
- (iv) That they have paid the necessary Nazarana as per the statutory provisions for converting the said lands from new tenure (restricted ownership) to old tenure (freehold land). Pursuant to the said conversion the **OWNERS** are free to deal and dispose of the said plot as it deems fit and proper.
- (v) The **OWNERS** have duly paid and shall pay all the taxes, charges, duties, cesses, fines (if any), penalties (if any), and other outgoings payable to the governmental and/or any other authorities and municipalities in respect of the said land/said plot.
- (vi) No attachments or warrants have been served on the **OWNERS** in respect of Sales Tax, Income Tax, Government Revenues and any other taxes or charges in respect of the said plot.
- (vii) No notices, including any notice for acquisition, requisition, adverse notice or set back by the Government or by the Municipal Corporation of Pune or any other local, or public body or authority in respect of the said plot or any part thereof have been issued to, served upon or received by the **OWNERS** or their agent or any other person on the **OWNER'S** behalf to the best of knowledge of the **OWNERS**.
- (viii) No dedicated parking space is allowed in the common areas in the campus for commercial vehicles, except allowing incoming vehicles for loading and unloading and then allowing to depart after loading and unloading (if any) within eight hours.

2.2 THE COMPANY'S Representations and Warranties

THE COMPANY hereby represents and warrants to the **OWNERS** as follows:



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- (i) The **COMPANY** is duly Registered, organized and, validly existing and under the laws of India and has the corporate power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by the **COMPANY** and the performance of its obligations hereunder have been duly authorized and approved by all necessary action, and no other action on the part of the **COMPANY** is necessary to authorize the execution, delivery and performance of this Agreement.
- (ii) To the best of the **COMPANY's** knowledge, the execution, delivery and performance of this Agreement by the **COMPANY**;
- (a) Will not violate or contravene any provision of its Memorandum of Association or Articles of Association;
- (b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound; and
- (iii) That no representation or warranty by the **COMPANY** in this Agreement, and no document furnished or to be furnished to the **OWNERS** pursuant to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement.

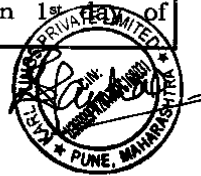
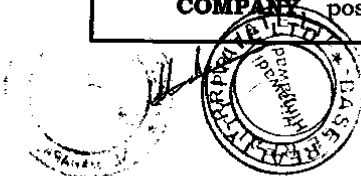
Parties hereto acknowledge that they have entered into this Agreement by relying upon representation and warranties made by them to one another.

ARTICLE 3

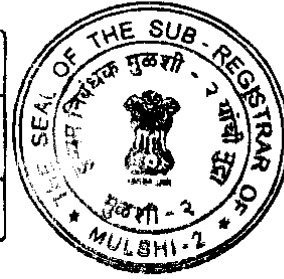
THE PERIOD OF LEAVE & LICENSE, LICENSE FEE AND OTHER CHARGES PAYABLE

3.1. LEAVE & LICENSE PERIOD

- a. The parties hereto have agreed to a Leave & License Period of 5 (five) years commencing from 1st day of September, 2017.
- b. **Commencement Date:** The **OWNERS** have handed over to the **COMPANY** possession of the said Premises on 1st day of



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September, 2017, (herein after referred to as "the Commencement Date")

3.1A PERMITTED USE

The **COMPANY** and its employees/consultants/workers/representatives/visitors shall have the unhindered right to access, occupy and operate within the Premises on a 24 x 7 x 365 basis during the Leave & License Period, and the **OWNERS** shall ensure that no Person creates any hindrance to the **COMPANY** and its employees/consultants/workers/representatives/visitors enjoyment of such rights subject to security check by the **OWNERS** and the **COMPANY** comply/abide with its obligations/terms and conditions of this Leave & License Agreement pertaining to the said Premises as mentioned herein.

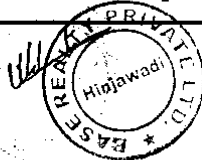
The **COMPANY** shall be entitled to appoint its own security personnel for internal security purposes.

3.2 LOCK IN PERIOD

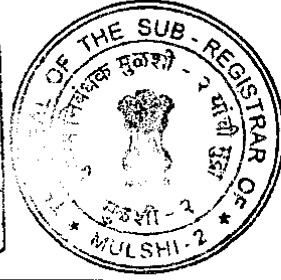
(a) The Parties herein agree for a lock in period of 3 (Three) years from the commencement date. The **COMPANY** shall not be entitled to terminate the Leave & License Agreement during this lock in period (hereinafter referred to as "the said lock in period")

ii. The parties hereto agree that in the event the **COMPANY** desires to terminate the License during the Lock in period (as agreed aforesaid), it shall be liable to pay to the **OWNERS** the license fee/utilities charges for the balance un-expired lock in period plus all applicable taxes, cess, surcharges, levies etc. In the event the **COMPANY** fails to pay to the **OWNERS** such amounts i.e. the license fee for the balance un-expired license period on termination of the License during the lock in period, the **OWNERS** shall have lien over the properties of the **COMPANY** and the option to recover said amounts as mentioned herein in "Termination" Clause.

(b) The **OWNERS** shall have no right to terminate the License during the lock in period except in case of default by the **COMPANY** in



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making regular payments of license fee or any other applicable charges to be paid by the **COMPANY** to the **OWNERS** hereunder reserved in terms of the understanding recorded under these presents. If such default occurs during the lock in period, the **OWNERS** shall be entitled to terminate the License, the **OWNERS** shall not be liable to pay any compensation to the **COMPANY**, but instead the **COMPANY** shall be liable to pay the license fee/ all other applicable charges plus all applicable taxes, cess, levies, surcharges etc. for the balance of the un-expired lock in period. The **COMPANY**, in such case, shall clear all its arrears towards license fee, found due and payable/outgoings by it to the **OWNERS** after adjusting the Security Deposit lying with the **OWNERS** simultaneously on handing over the Facility/Premises to the **OWNERS**.

- (c) If any amounts are found due and payable by the **OWNERS** i.e. after adjusting the Security Deposit as provided herein below, to the **COMPANY**, the **OWNERS** shall pay the same to the **COMPANY** simultaneously on handing over the Facility/premises to the **OWNERS**.

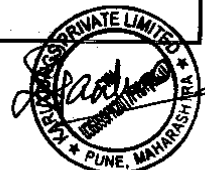
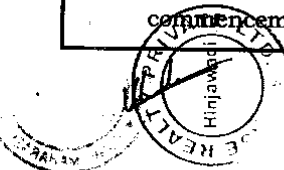
3.3 LICENSE FEE

For providing the aforesaid Premises to the **COMPANY** for running its activities throughout the tenure of the License period, the **COMPANY** shall pay to the **OWNERS** monthly license fee with effect from 1st day of September 2017:

- (i) The monthly license fee for the Premises admeasuring 8784 Sq.ft. built up area shall be as follows.

From Commencement date, i.e. from 1st September 2017, Rs.2,34,000/- (Rupees Two Lakh Thirty-Four thousand only) per month, calculated at Rs. 26.64/- per Sq.ft.

- (ii) The license fee stipulated above shall be escalated at the rate of 5% every year on the fee of prevailing year from the commencement date for a period of 5 (five) years.



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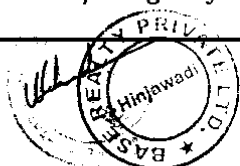
The monthly license fee payable by the **COMPANY** is exclusive of service tax / GST and any other statutory levies payable on the license fee for use and occupation of the Premises, The **COMPANY** shall bear and pay such Tax and all other statutory levies payable on the license fee/Utilities charges over and above the said license fee/utilities charges.

3.4 LICENSE FEE - Payment

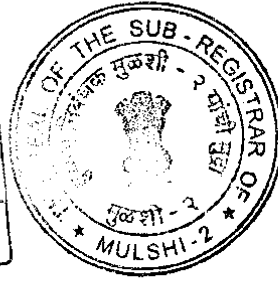
- (i) The monthly license fee/ utility charges will be paid in advance before the 10th of each English calendar month.
- (ii) The monthly license fee & all other fees shall be paid in advance before the 10th working day (excluding bank holidays) of each calendar month by electronic clearing (RTGS transfer) as per below details provided.

A/C Name : Base Realty Private Limited
Address : 1607, 16th floor, Lodha
Supremus,
Compound, Opp Kamla Mills
Senapati Bapat Marg,
Lower Parel, Mumbai-
400213
Bank Name : IndusInd Bank Limited
Branch : Lower Parel Mumbai -
400013
IFSC : INDB0000341
Current Account no. : 200999589832

Otherwise the cheque/Demand Draft towards the payment of license fee/charges shall be drawn in favor of "**BASE REALTY PVT LTD**", unless the **COMPANY** has been instructed by the **OWNERS** in writing to draw the cheque/Demand draft in the name of the bank/financial institution as referred to in clause 3.6 below. The **COMPANY** in such case shall be liable to pay the monthly license fee/utility charges to such bank/financial institution and sign necessary papers for confirming the aforesaid arrangement arrived at by the **OWNERS**. Payment of license fee/charges by the **COMPANY** in the manner contemplated under



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this Article shall amount to discharge of the **COMPANY's** obligation to pay license fee/charges under this Agreement and the **COMPANY** shall not be affected in any manner.

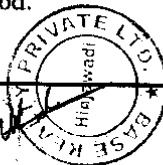
- (iii) The payment of license fee shall be subject to deduction of tax at source at the rate as may be applicable from time to time as per the provisions of the Income tax Act, 1961.
- (iv) The **COMPANY** shall not stop the payment of monthly license fee because any of its internal problems such as strike, lockout or change in management or constitution of the **COMPANY**.
- (v) the **COMPANY** shall bear and pay the Service Tax / GST and other statutory levies payable on the license fee/utilities charges, over and above the said license fee/utilities charges.

The monthly license fee for the Premises shall be as follows,

Sr.	Period	License Fee
1 st Year	From 1.9.2017 to 31.8.2018	Rs.2,34,000
2 nd Year	From 1.9.2018 to 31.8.2019	Rs. 2,45,700
3 rd Year	From 1.9.2019 to 31.8.2020	Rs. 2,57,985
4 th year	From 1.9.2020 to 31.8.2021	Rs. 2,70,884
5 th year	From 1.9.2021 to 31.8.2022	Rs. 2,84,428

3.5 Delay in payments.

As mentioned hereinbefore the license fee for the Premises is to be paid in advance before the 10th day of each English calendar month. Any delay beyond that shall make the **COMPANY** liable to pay interest on the delay of the said license fee at the rate of eighteen percent (18%) per annum for the delayed period and the amount due. On the occurrence of such default the **OWNERS** shall intimate to the **COMPANY** of such default in writing. If such default continues beyond a period of one (1) month, the **OWNERS** shall be entitled to terminate this leave & license agreement by giving the **COMPANY** 30 days advance notice in writing. However, as mentioned hereinbefore if the default occurs during the lock in period, the **COMPANY** shall be liable to pay the license fee/Utilities charges plus all applicable taxes for the balance un-expired license period.



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3.6 Securitisation of LICENSE FEE

The **OWNERS** have informed the **COMPANY** that they desire to securitise the license fee, payable by the **COMPANY** hereunder for the Premises, with a Bank/financial institution and avail of a loan from any Financial Institution/Bank. In the event of securitisation of the monthly license fee, payable hereunder by the **COMPANY** to the **OWNERS**, the **OWNERS** shall inform the **COMPANY** in writing about the same so as to enable the **COMPANY** to pay the monthly license fee to such Financial Institution/Bank directly. The payment by the **COMPANY** to such financial institution/Bank/Company shall amount to discharge of the obligation of the **COMPANY** hereunder as regards payment of the license fee for use and occupation of the Premises.

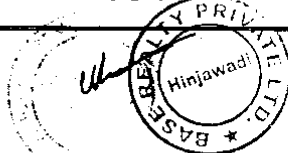
3.7 Security Deposit

3.7.1. License Fee Security Deposit

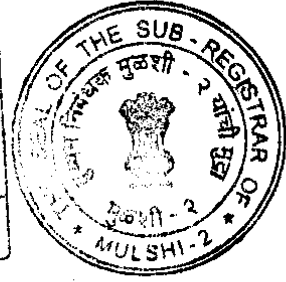
The **COMPANY** shall pay and keep deposited as "refundable interest free License Fee security deposit" equivalent to the 10 (Ten) months of initial rent with the **OWNERS** ("License Fee Security Deposit") for the due performance and observance by the **COMPANY** of all and each of the terms and conditions and provisions of this Agreement, a sum equivalent to Ten months' rent, Rs.23,40,000/- (Rupees Twenty-Three Lakhs Forty Thousand Only) as on the date of signing of this leave & license agreement.

- a. The **COMPANY** has already paid Rs. 2,34,000/- (Rupees Two Lakhs Thirty-Four Thousand only) vide Cheque No 843800-dated 3rd July 2017 payable on Deutsche Bank Pune, to the **OWNERS**.
- b) Balance Rs. 21,06,000/- (Rupees Twenty-One Lakhs Six Thousand only) shall be paid by the **COMPANY** on or before the Execution of this Agreement.

3.7.2. Period to refund of Security Deposit i.e. (i) on the expiry of the Term or the renewed term or (ii) the termination of the license, whichever is earlier, the Parties hereto shall take the accounts to ascertain the amounts due to each other i.e. whether there are any payments due by the **COMPANY** to the **OWNERS** or vice-versa



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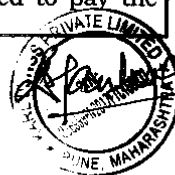
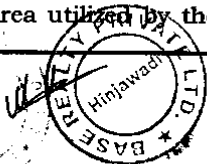
and the balance amount of the Security Deposit, after such adjustment, if any, shall be refunded by the **OWNERS** to the **COMPANY** within 7 working days of the expiry of the notice period as mentioned herein below simultaneously with the **COMPANY** handing over the possession of the Facility/premises to the **OWNERS**. The Parties shall endeavour to undertake the process of verifying the accounts prior to the expiry of the Term or the notice period to enable the Parties hereto to undertake their respective responsibility as to payment of the balance of the Security Deposit simultaneously on receipt of possession of the Facility/premises without any delay.

3.8 Land and Building Taxes

The **OWNERS** shall be liable to pay all land and property taxes, including any accretions thereto and the **COMPANY** shall not be liable to contribute any amount towards the same. In case the **OWNERS** fail to pay the said taxes within the time period specified by the relevant authorities and a notice is issued to the **OWNERS/COMPANY** to clear the arrears and despite the aforesaid the **OWNERS** fails to clear the arrears before the due date or within 30 days thereafter then the **COMPANY** shall be entitled to pay such amounts due and recover the such amounts from the **OWNERS** by submitting such supporting documents to the **OWNERS** evidencing such payments made by the **COMPANY**. The **OWNERS** on receipt of such documents along with the requisition for payment from the **COMPANY** shall clear the payment within 7 days.

3.9 Water and Electricity charges:

Water and electricity (MSEDCL) along with the charges/deposits towards the expenses for consumption of electricity and water to various Government Authorities, from the date of receipt of possession of the Premises, till the date of handing over of possession on expiry or termination of the license shall be the responsibility of the **COMPANY**. The payments of these charges shall be made within the due dates from the Corporation/Municipality/Gram Panchayat/Government Authorities. The **OWNERS** have allotted electric meter for supply of electricity to the area utilized by the **COMPANY**. The **COMPANY** is required to pay the



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electricity (MSEDCL) dues arising out of this allotted electric meter in the name of the **OWNERS**.

The **COMPANY** is allowed to have its own Diesel Generators for its business purpose within its allotted area. Before installation of the said Diesel Generators, the **COMPANY** shall take the **OWNERS** clearance on its weight and dimensions and obtain necessary permission / clearances from relevant authorities as may be applicable from time to time.

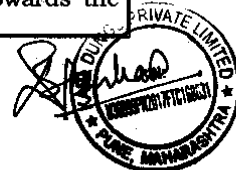
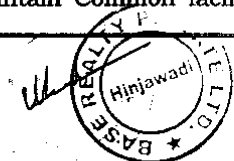
However, the **COMPANY** shall ensure that all electricity bills, including any arrears, if any, are cleared by it prior to handing over the possession of the Premises to the **OWNERS** on expiry of the Term of the license or the renewed term or the termination of the license, whichever is earlier. The **COMPANY** shall produce requisite proofs of such payments being made to the authorities prior to handing over the Premises to the **OWNERS**.

ARTICLE 4

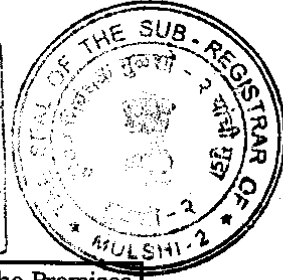
4.1. MAINTENANCE/ REPAIRS & CHARGE

The **COMPANY** shall be responsible for all the day to day maintenance and AMC of equipments provided by owners for the said Premises. The **COMPANY** shall be entitled to make any non-structural changes alterations to the premises at its own costs subject to the prior written permission of the **OWNERS**. The **COMPANY** shall ensure during such process of carrying out such non-structural changes, the premises is not damaged in any manner. Further the Company shall repair or cause to repair at its own cost, any damage caused to the Premises due to the Company's action or failure to act. The **COMPANY** shall do day-to-day maintenance.

The Licensee and the other tenants of the same premises shall be responsible and liable for all day to day maintenance of the common facilities like Electrical (Electric Transformer, Diesel Generator Set-Powerica model, Main LT Panel, Street Lights), Gardening, Fire hydrant System etc. in the said Premises and such repair work as required to maintain Common facilities in the said Premises. All cost towards the



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same shall be borne by the Licensee and other occupants of the Premises on a pro rata basis. The Company further agrees that the electricity expenses for common areas & common facilities of the park shall be reimbursed to the owners / or any maintenance agency appointed by the owners on pro-rata basis in addition to the License fee with applicable taxes every month.

The **OWNERS** shall be responsible only for Structural repairs, roofing of the premises and Operation and Maintenance of Common Areas outside the premises, roads, facilities and equipments including access control(if any) through security staff at main entrance of the campus.

ARTICLE 5

OBLIGATIONS OF THE COMPANY

5.1 INSURANCE BY THE COMPANY

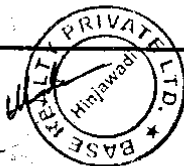
That the **COMPANY** shall insure its property i.e. machines, equipments and other materials, which may be brought into the Premises by the **COMPANY**, by taking insurance policies with Insurance Companies to cover the risks of riots, civil commotion, fire, theft, earthquake, heavy rains/floods and natural calamities etc.

5.2 The **COMPANY** shall have full regard to and observe all applicable laws, procedures, rules and regulations, bye laws etc. that are in existence from time to time,

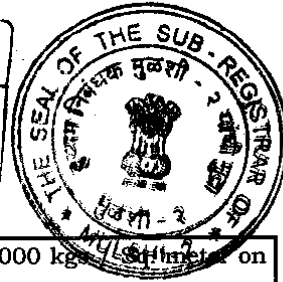
5.3 The **OWNER** has no objection for stocking of **inks, mediums, pigments, chemicals and such other performance materials/chemicals**. The **COMPANY** shall ensure that all the statutory permissions are obtained and no substances, not permitted by law, are stored in the Premises

5.4 The **COMPANY** shall not do or suffer to be done in the said Premises any act, agreement, matter or thing which may cause nuisance to the **OWNERS** or the other Companies/occupants except carrying on its said business activities.

5.5 The **COMPANY** shall further ensure that it shall not occupy the common areas of the Building/Plot/park for keeping its material during the license period.



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5.6 The **COMPANY** shall not load more than 1000 kgs on shop floor and the said 1000 kgs is inclusive of dead load, live load and all fit outs, interiors. The **OWNER** has granted permission for installation of milling, mixing and such other machines and equipments of the **COMPANY**

5.7 The **COMPANY** shall not park any of its/employees/representatives/ agents/clients vehicles in the common areas of the campus other than allotted parking space. And **COMPANY** to ensure that loading and unloading of materials shall be completed within eight hours' time.

ARTICLE 6

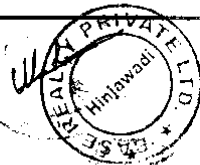
INDEMNIFICATION

6.1 BY THE OWNERS

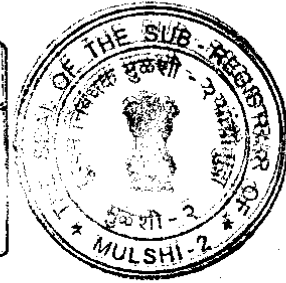
The **OWNERS** shall indemnify the **COMPANY** against all costs, expenses, compensation, levies, dues, duties, or fines etc. as may be levied or imposed on **OWNERS** or demands raised against **COMPANY** on account of non-observance or non-compliance of any provisions and or construction contemplated under these presents and or construction activity in accordance with the provisions of rules, bye laws or regulations or for not discharging their statutory liabilities or for not procuring necessary permissions, payment of dues etc. in respect of construction of premises or labor employed, directly by **OWNERS** or through any other contractors appointed by **OWNERS** for completion of the project , or any breach or non-performance of any of the obligations of the **OWNERS** under this Agreement, or any inaccuracy in any of the representations and warranties provided by the **OWNERS** to the **COMPANY**, any claim for damages owing to defect in title, or any other claim whatsoever that may be levied or raised on the **COMPANY** or suffered by the **COMPANY** in respect of the Facility as a result of the willful act or omission of **OWNERS**.

6.2 BY THE COMPANY

The **COMPANY** shall indemnify keep indemnified, saved, defended and harmless the **OWNERS** and its assigns against any cost,



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expense, damage, compensation, levy, dues, duty etc. that may be levied on the **COMPANY** or the **OWNERS** /the said Premises as a result of the grant of the said license or any business activity of the **COMPANY** in this license Agreement and also against all the outgoings payable by the **COMPANY** under this Agreement and also against non-compliance of provision/requisitions under the existing laws.

ARTICLE 7

Right to Inspect the Facility

The **OWNERS** reserve the right of inspection of the Premises through their authorized personnel who may enter during office hours on giving reasonable and prior notice of at least 24 (Twenty Four) hours to the **COMPANY**.

ARTICLE 8

TERMINATION

8.1 Termination by Either Party

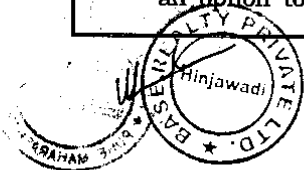
As mentioned hereinbefore, there is a lock in period of 3 years during which neither party shall be able to terminate the license, except as provided hereinabove and in clause 8.2 below.

8.2 Termination during The Lock in Period

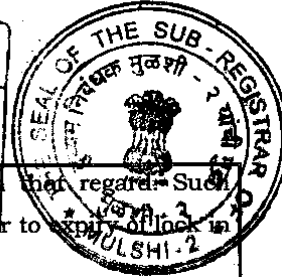
As mentioned hereinbefore, in the event the **COMPANY** defaults in payment of the license fee during the lock in period beyond a period of 1 (one) month, the **OWNERS** shall be entitled to terminate the license by giving 30 days' notice in writing to the **COMPANY**. In such case, and/or the **COMPANY** terminates the license by its own will and/or the **OWNERS** terminates the license for any breach of term by the **COMPANY**, the **COMPANY** shall be liable to pay all the dues for the balance un-expired lock in period as stipulated in this Agreement.

8.3 Termination After the Lock in Period (if Lock in period is earlier than Leave and license period)

After the lock in period of 3 years, either party herein shall have an option to terminate the license contract by giving 6 months



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advance written notice to the other Party in that regard. Such termination notice can be given 6 months prior to the expiry of lock in period.

8.4 Termination in case of Natural Calamity.

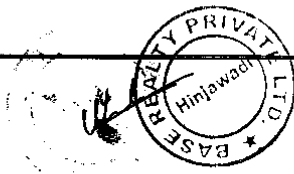
The parties have agreed that in the event of Force Majeure the Facility becomes uninhabitable for more than consecutive 12 (twelve) months then in such event either of the Party shall be entitled to terminate these presents by giving 30 days written notice to the Other Party. The Parties hereto through an independent mutually agreed contractor shall assess the damage to the Facility and the time frame within which the same can be restored.

8.5 Refund of Security Deposit

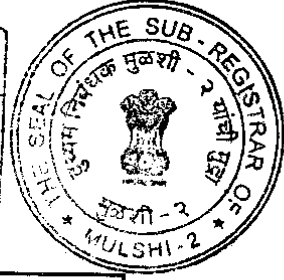
Any balance of the Security deposit amount, if any, after adjusting all the arrears, dues and outgoing payable by the **COMPANY** under this Agreement there from, the **OWNERS** shall pay the same to the **COMPANY** simultaneously on handing over the vacant possession of the said Premises to the **OWNERS**. However, the **OWNERS** can inspect the Premises on yearly basis and can appraise the **COMPANY** for any required repair/ improvement work to be carried out in the Premises on the **COMPANY's** cost.

8.6 Handing over possession on expiry/termination

The **COMPANY** shall ensure that the entire Premises is handed over to the **OWNERS** on the expiry of the license or its termination, whichever is earlier with proper painting, repair works, subject to normal wear and tear of the building and utilities simultaneously with the **OWNERS** refunding the Security Deposit after adjusting all dues and outgoings including outstanding payments of service tax, electricity, water bill etc. The **COMPANY** shall also ensure that all the government agencies/financial institutions, wherever necessary, are informed about the Facility being vacated by them on expiry or termination of the license and all its business licences obtained by it at the



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present address are changed and all its business/statutory liabilities cleared prior to vacating the Premises.

8.7 Renewal of Leave and License

If the option of renewal is exercised, then a fresh leave & license agreement shall

be executed by the parties and registered with the office of concerned authorities. The stamp duty, registration charges and all other expenses in respect of the fresh leave & license agreement shall be borne and paid by the **COMPANY**.

ARTICLE 9

MUTUALLY AGREED TERMS AND CONDITIONS

9.1 Tenure of the Agreement

It is specifically agreed between the parties that this Agreement would be in

effect from the Commencement Date hereof till the expiry of license (i.e. 5 years)

or early termination of 3 years.

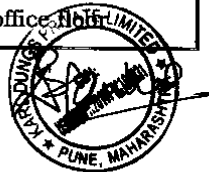
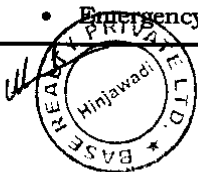
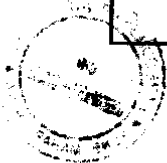
9.2 Damages or Accidents

The **COMPANY** shall not be liable or responsible for any loss or damage caused to the Premises due to floods, earthquake or act of God. However, the **COMPANY** shall be responsible for damage caused to the Premises due to any negligent act of its employees, agents, contractors or any other people employed or engaged by it.

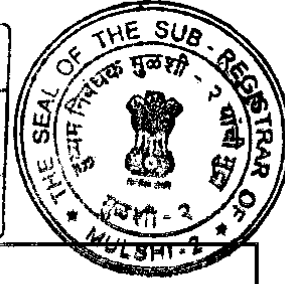
9.3 Modifications / Alterations

The OWNERS have agreed and provided,

- Structural partition on shop floor and Gypsum partition on office floor.
- Electrical separation works with sub meter
- Widening of entrance of office floor and increasing the door height
- Glass door and glazing for office entry on Ground floor
- Stainless steel railing for office staircase
- Emergency exit door for N side staircase of office.



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- New car park near security office
- Separate entry for Panel room
- Aluminium cabins on shop floor

ARTICLE 10

Assignment by the OWNERS

During the license period, the **OWNERS** shall be free to sell the said Premises to any other person, provided the agreement would be remain unchanged for the unexpired period i.e. remaining period of the agreement.

ARTICLE 11

NOTICES

Any notices/communication required to be given any of the Parties hereto shall be deemed to be sufficiently given or served, by registered post, courier, e-mail, if served or emailed to the other Party at the following address/e-mail address. If a notice is sent by e-mail, the said notice is required to be confirmed and sent again by prepaid registered post, acknowledgement due, for it to have been validly served:

IF TO THE OWNERS:

Kind Attention:

Address: 1607, 16th floor ,Lodha Supremus, Opp. Kamala Mills Compound, Senapati Bapat Marg, Mumbai 400013

Phone: 022 66200900

Fax : 022 22027573

E-mail- harshit@americorpfund.com

THE COMPANY:

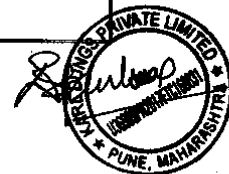
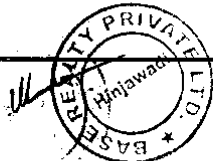
Kind Attention: Mr. Dipender Manhas

Address: Shop No 06, Bldg No D, CTS No 4510/1, Empire Estate, Old Mumbai Pune Highway, Chinchwad, Pune 411031

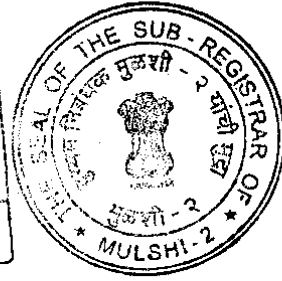
Phone: +91 20 4630 3460

Mobile: +91 99621 00826

e-mail: d.manhas@dungs.com



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12. ARBITRATION CLAUSE

12.1 In the event of any disputes or differences arising at any time hereafter between the parties hereto and/or their associates/nominees, in respect of any matter concerning this Agreement, and/or any document/writing entered into between them in pursuance hereof, the same shall be referred to a Sole Arbitrator conversant in law for arbitration to be mutually appointed by both the parties and such Arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996. In the event of the parties not agreeing to appoint a sole Arbitrator, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to resolve the dispute and difference arising out of or as a result of this Agreement and or the leave & license Agreement, which shall be governed by the provisions of Arbitration & Conciliation Act, 1996

12.2 The venue of such arbitration shall be at Pune, India and the language to be used in the arbitral proceedings shall be English. The Arbitrators shall give their award in writing.

12.3 The arbitrator's fees shall be borne equally by the Parties and all other costs and expenses of the arbitration shall be borne by such party as the arbitrators may award.

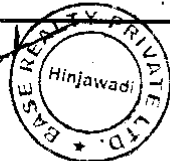
12.4 The Courts in Pune, India shall have exclusive jurisdiction arising out of this Agreement between the Parties to the present Agreement, and no other Courts shall have jurisdiction.

12.5 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement

13. ENTIRE AGREEMENT AND ITS VALIDITY.

13.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all or any prior negotiations, representations, or Agreements, either written or oral.

13.2 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have



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been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the Parties which comes reasonably and economically closer to the one agreed upon.

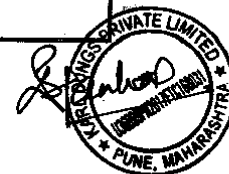
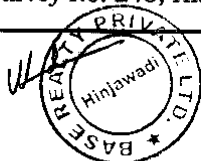
- 13.3** No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by 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 or of any other rights or remedies otherwise available at law to a party.
- 13.4.** No waiver of any provision of this Agreement shall be valid unless the same is made in writing and signed by the party so waiving.
- 13.5** No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties to this Agreement.

14. EXPENSES

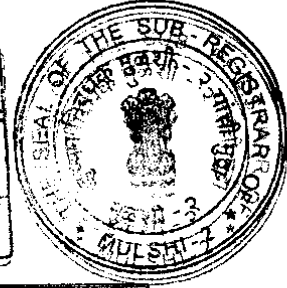
The stamp duty payable on the execution of this leave & license agreement, for the Term and any renewals thereof, for the Premises and the registration charges thereon shall be borne and paid by the **COMPANY** alone. This Agreement shall be executed in two counterparts, each of which will be deemed an original and which together shall constitute one and the same instrument.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land proportionate) situated at Village Hinjawadi, Taluka Mulshi, District Pune totally admeasuring 28 Acres land bearing comprised of following survey numbers S/No. 234, Hissa No. 1 to 4, Survey No. 234 Hissa No. 6 to 7, Survey No. 235, Hissa No. 6 to 9, Survey No. 245, Hissa No. 1 to 3.



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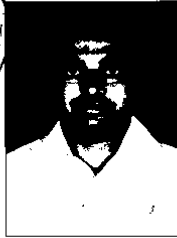


THE SECOND SCHEDULE OF THE PROPERTY

Part of Industrial facility on Plot No 5 with a built-up area of 8784 Sq. ft situated within the First Schedule above more specifically marked in red in the plan attached hereto.


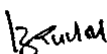
IN WITNESS WHEREOF the parties here to have executed this Agreement of LEAVE & LICENSE hereof at Pune on the day and year first above written.

SIGNED & DELIVERED by the within named
(LICENSOR) BASE REALTY PRIVATE LIMITED
by the hand of one of its Director duly
authorized in that behalf,
Mr. Vikram Khude

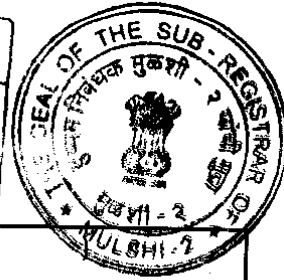


SIGNED & DELIVERED by the within named
(LICENSEE) Karl Dungs Private Limited
by the hand of one of its Director duly
authorized in that behalf,
Mr. Dipender Manhas,
in the presence of



1. Name: Pankaj Dighe
Sign: 
Add: I-203, Aishwaryam Courtyard, Pune.
2. Name: RAJESH KODALE
Sign: 
Add: FLAT No. 8/1, Shivajinagar Pimpri Pune - 17

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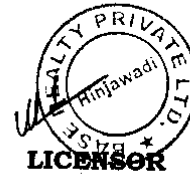


RECEIVED before execution of these presents
 of and from the within named sum of) Rs.
 23,40,000/-
 Rupees Twenty Three lakhs Forty Thousand only)
 being the Refundable Security Deposit Within)
 Expressed to have been paid by it to us.)

Paid as follow:

Amount	Cheque/ DD No.	Cheque/ DD Date	Name of the Bank and Branch
Rs. 2,34,000	843800	27/06/2017	Deutsche Bank, ITI Road ,Aundh Pune
Rs. 9,36,000	843378	28/09/2017	Deutsche Bank, ITI Road ,Aundh Pune
Rs. 11,70,000	843379	16/10/2017	Deutsche Bank, ITI Road ,Aundh Pune

WE SAY RECEIVED





Maharashtra State Electricity Distribution Co. Ltd.

ELECTRICITY BILL FOR THE MONTH OF

JUL 2017

GANESHKHIND CIRCLE

PIMPRI DIVISION 301 B

Sangvi CC SUB-DIVN 636

256

Consumer No. : 170149076160

M/S BASE R

Consumer Name : M/S BASE REALITY PVT LTD

Address : PL NO3 S. NO 234(P), 235(P)
HINJEWADI

paid by NEFT - STCBH17217000029

21/8/12

BILL DATE	01-08-2017	
DUE DATE	16-08-2017	34,130.00
IF PAID UPTO	07-08-2017	33,840.00
IF PAID AFTER	16-08-2017	34,560.00
Last Receipt No./Date	7156000040	05-06-2017
Last Month Payment		0.00
D.G. Set (KVA)		
Scale / Sector	Small Scale	Private Sector
Activity		
Seasonal	Load Shed Ind	OTHER
Urban/Rural Flag :-	U	Express Feeder Flag :- No
Feeder Voltage (KV) :-	22	LIS Indicator :-
Email ID		

Village : MULSHI
 Connected Load (KW) : 180.00
 Contract Demand (KVA) : 180
 50% of Con. Demand (KVA) : 90.00
 Date of Connection : 29-12-2011
 Supply at : HT
 Prev. Highest (Mth) : JAN
 Mobile No. :
 Pin Code : 411057
 Sanctioned Load (KW) : 180.00
 Sanctioned Demand (KVA) : 180.00
 Meter No. : 055 - MHD00269
 Tariff : 110 HT-II

Reading Date	KWH	KVAH	RKVAH (LAG)	KW (MD)	KVA (MD)
Current 31-07-2017	510687.000	568115.000	157216.000	2.200	2.200
Previous 30-06-2017	510327.000	567755.000	157216.000		
Difference	360.000	360.000	0.000		
Multiplying Factor	2.0000	2.0000	2.0000	2.000	2.0000
Consumption	720.000	720.000	0.000	4.400	4.400
Add if L. T. Metering	0.000	0.000	0.000	0.000	0.000
Assessed Consumption	0.000	0.000	0.000		
Total Consumption	720.000	720.000	0.000	4.000	4.000

Billed Demand (KVA)	90	@ Rs.	250
Assessed P.F.		Avg. P.F.	1.000
Billed P.F.	1.000	L.F.	1

Demand Charges	22,500.00
Whoeing Charge @ 0.83	597.60
Energy Charges	8,208.00
TOD Tariff EC	-152.00
FAC @ .99 Ps/U	-712.80
Electricity Duty	6,392.57
Other Charges	0.00
Tax on Sale @ 9.04 Ps/U	65.09
P.F. Penal Charges / P.F. Incentive	-2,130.86
Charges For Excess Demand	0.00
Debit Bill Adjustment	0.00
TOTAL CURRENT BILL	34,767.60

Consumption Type	Units	Rate	Charges Rs.
Industrial	0	11.4	0.00
Residential	0	5.82	0.00
Commercial	720	11.4	8208.00
E.D. on (Rs.)		Rate %	Amount Rs.
		9.3	
		16	
		21	
			6392.57
Zone	Units	Demand	Charges Rs.
'A' Zone	236	1.00	354.00
'B' Zone	278	4.00	0.00
'C' Zone	82	2.00	65.60
'D' Zone	124	4.00	136.40

Current Interest 31/07/2017	0.00
Principal Arrears	-642.24
Interest Arrears	0.00
Total Bill Amount (Rounded) Rs.	34,130.00
Delayed Payment Charges Rs.	434.60
Amount (Rounded) Payable After 6-08-2017	34560

(In words) Rupees THIRTY-FOUR THOUSAND ONE HUNDRED THIRTY ONLY

Security Deposit Held Rs.	4,000.00
Add. S.D. Demanded Rs.	0.00
S.D. Arrears Rs.	0.00

CUSTOMER CARE
 Toll Free No. : 1800-233-3435
 1800-200-3435

BILL MONTH	JUN-17	MAY-17	APR-17	MAR-17	FEB-17	JAN-17
UNITS	616	1,444	1,800	42	76	834
BILL AMOUNT	34,501	52,142	49,100	38,796	30,667	53,935

Consumers can pay online using Netbanking, Credit, Debit Cards at <https://wss.mahadiscom.in/wss/wss> after registration.
 CGRF Address : 925, Kasba Peth, Admin. Building, 2nd Floor, Pune-411011; For HT Billing Problem pl. write to htgkuc@mahadiscom.in.
 IGRC, Executive Engineer, block no. 202, Prakash, Bhavan, 2nd floor, Senapati Bapat Rd, Pune-411015; Cr Adj. Rs. 281 of type PROMPT.
 PAYMENT DISCOUNT included in arrears;
 **** PROMPT DISCOUNT Rs. 283 IF PAID ON OR BEFORE 07-AUG-17
 **** IF PAID BY CHEQUE/DD/PAY ORDER. THEN REALIZATION DATE WILL BE CONSIDERED AS PAYMENT DATE.
 **** A Special desk is operational for HT Consumers, Please contact: htconsumer@mahadiscom.in for any Clarification/Query or Grievance.
 **** Submit your Email ID and Mobile Number to Circle Office.

For CGRF and IGRC details refer www.mahadiscom.in; Tariff Revised w.e.f 01-04-2017

DOES THIS BILL MAKE YOU SWEAT?

It's time to get rid of the pain of paying electricity bills. Agnisolar offers a hassle-free way to pay your bills online. No more queues, no more waiting. Just log in and pay. It's that simple.

agnisolar
 020 6643 4111
info@agnisolar.com
agnisolar.com

TURN OVER FOR MORE

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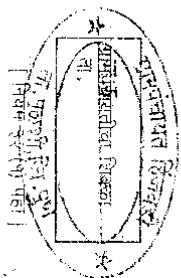
ग्राम पंचायत

कर आकारणी रजिस्टर उतारा (नमुना नं. ८)

सन २०१७ - २०१८ सालासाठी करमा घात्र इमारती व जमिनी यांशी २०१५-२०१६ आकारणी यादी.

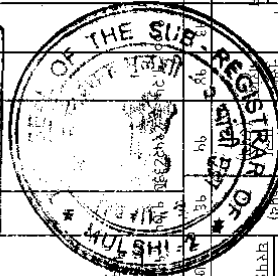
Assessment List Extract (Format No.8)

ग्रामपंचायत हिजवडी तालुका मुळशी जिल्हा पुणे



अ.क्र.	रत्नाचे नाव	मालकाचे नाव	मोपदता वारसते नाव	ग्रामपंचायत वर्ग	मिळकत क्षेत्रफळ चौ.फु.	सूचक क्र. (संख्या)			इमारतीचे प्रकार	कराची रक्कम करावे	एकुण	अपेक्षित भूकल आणि क्षेत्रफळ (संख्या)	नोंद घ्याव्यात किंवा नसत अशा बाबतीची नोंद घ्याव्यात
						पसारा	वर्ग	वर्ग					
१	रत्नाचे नाव सोनी वॉल नं.	मालकाचे नाव	मोपदता वारसते नाव	ग्रामपंचायत वर्ग	मिळकत क्षेत्रफळ चौ.फु.	पसारा	वर्ग	वर्ग	इमारतीचे प्रकार	कराची रक्कम करावे	एकुण	अपेक्षित भूकल आणि क्षेत्रफळ (संख्या)	नोंद घ्याव्यात किंवा नसत अशा बाबतीची नोंद घ्याव्यात
१	रत्नाचे नाव रत्नाचे नाव	मालकाचे नाव	मोपदता वारसते नाव	ग्रामपंचायत वर्ग	मिळकत क्षेत्रफळ चौ.फु.	पसारा	वर्ग	वर्ग	इमारतीचे प्रकार	कराची रक्कम करावे	एकुण	अपेक्षित भूकल आणि क्षेत्रफळ (संख्या)	नोंद घ्याव्यात किंवा नसत अशा बाबतीची नोंद घ्याव्यात

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येणे प्रमाणे अस्तित्वात कुकुम नक्कल अर्जादर श्री. / सौ. हेम रिसलिटि प्रा. लि यांचे अर्जावरून उतारा तयार केला आहे.

दिनांक २९/०८/२०१७
Date

नगरपाल तयार करणारा
तेखनिक
ग्रामपंचायत हिजवडी
ता. मुळशी, पुणे जिल्हा

ग्रामपंचायत हिजवडी
मुख्यालय, मुळशी, पुणे जिल्हा
Grampanchayat Mulshi Taluka Pune

BASE REALTY PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF BASE REALTY PRIVATE LIMITED, HELD ON AUGUST 30, 2017 AT THE REGISTERED OFFICE OF THE COMPANY.

AUTHORIZATION TO SIGN, EXECUTE AND REGISTER THE LEAVE AND LICENCE AGREEMENT ON BEHALF OF COMPANY WITH M/S. KARL DUNGS PRIVATE LIMITED

The Board was informed about the need to enter into "Leave and License Agreement" for the 'built to suit facility' provided by Company at Hinjewadi, Pune with M/s. Karl Dungs Private Limited.


It was suggested that the company needs to authorize as person to sign, execute the necessary Leave and License Agreement and register the same at the competent Sub Registrar office. After discussion it was decided to authorize Mr. Vikram Khude to do the needful on behalf of Company and the following resolution was passed unanimously.

"RESOLVED THAT Mr. Vikram Khude be and is hereby authorized to sign and execute the "Leave and License Agreement" to be entered with M/s. Karl Dungs Private Limited on behalf of the company.

RESOLVED FURTHER THAT Mr. Vikram Khude be and is hereby authorized to do the registration of Leave and License Agreement entered between Company and M/s. Karl Dungs Private Limited and do all such acts necessary to give effect to the above resolution.

RESOLVED FURTHER THAT Signatures of Mr. Vikram Khude be verified and lodged for the record purpose."

Signature of Mr. Vikram Khude



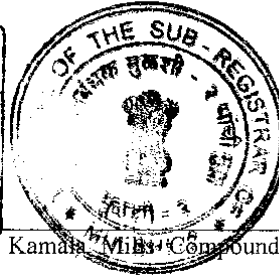
Verified by Director



FOR BASE REALTY PRIVATE LIMITED

DIRECTOR / AUTHORIZED SIGNATORY

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Regd. Off.: 1607, 16th Floor, Lodha Supremus, Opp. Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013
Tel No: - 022 - 66200900 Fax: + 91 22 2421 2104 / 2481 6677
Email: info@americorpfund.com CIN: U70100MH2005PTC154540

KARL DUNGS PRIVATE LIMITED

Flat No 1201 Bldg P5, Empire Estate II CTS No 4501/1, Mumbai Pune Highway
CHINCHWAD, PUNE - 411 019
CIN U36999PN2017FTC168031

**CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF THE
BOARD OF DIRECTORS OF KARL DUNGS PRIVATE LIMITED HELD ON
THURSDAY APRIL 06, 2017**

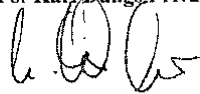
The Chairman informed the Board that the Company has to obtain various registrations for taxation and for other local laws. Hence it is necessary to authorize a Director to act on behalf of the Company. The Board discussed the same and resolved as;

RESOLVED THAT, consent of the Board be and is hereby accorded obtain and apply for registration/ licenses including but not limited to PAN /TAN, Shop Act, Professional Tax, Service Tax, VAT, Excise and other registrations as required by local laws for and on behalf of the Company.

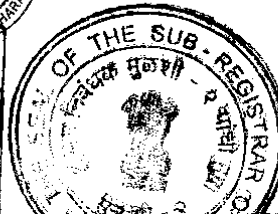
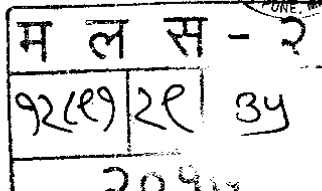
RESOLVED FURTHER THAT, consent of the Board is further accorded to enter into all the agreements and contracts including but not limited to rent/lease/license agreements as may be required to carry on the business of the Company.

RESOLVED FURTHER THAT, Mr. Dipender Singh Manhas Director of the Company be and is hereby authorized singly to sign and submit all applications and documents and to sign all the agreements and contracts and to do all such acts deeds and things as may be necessary to give effect to the said resolution.

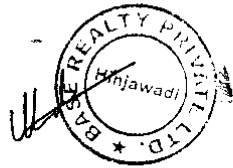
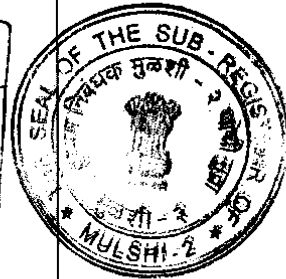
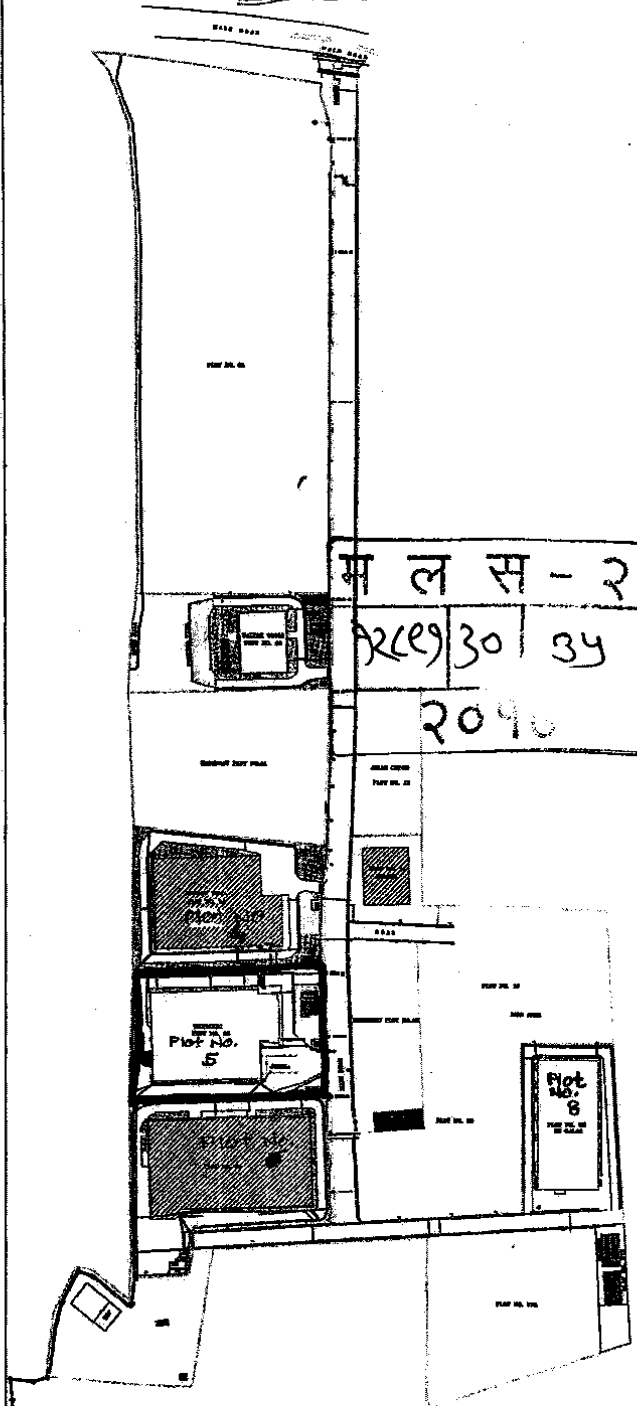
For Karl Dungs Private Limited

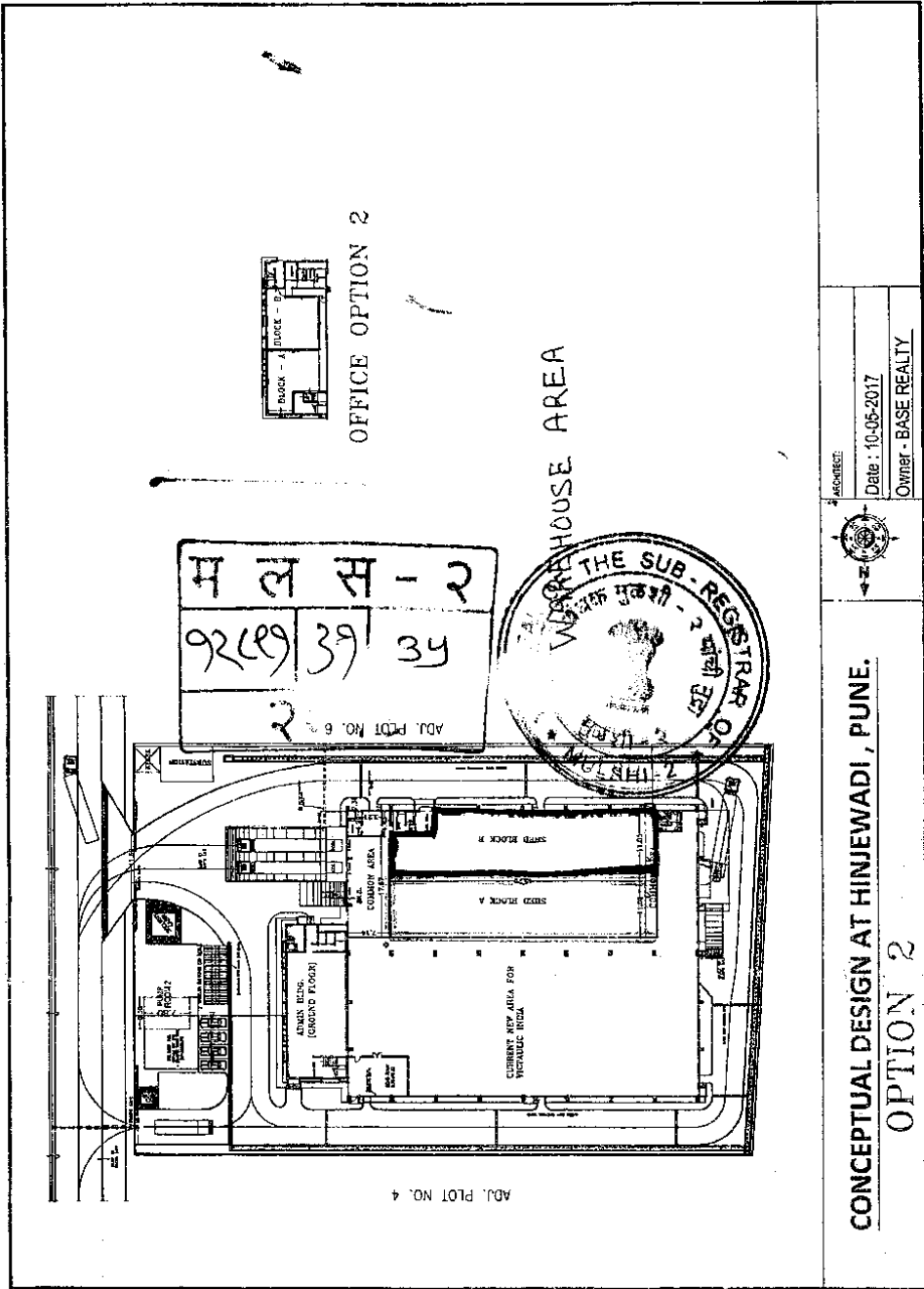


Ingo Dieter Wassum Paul
Director
DIN: 07678657

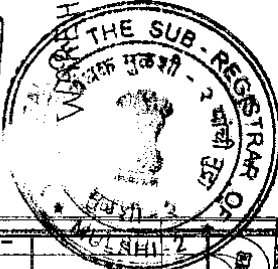


Annexure "A"
LAYOUT PLAN LAND





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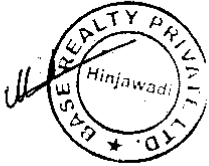


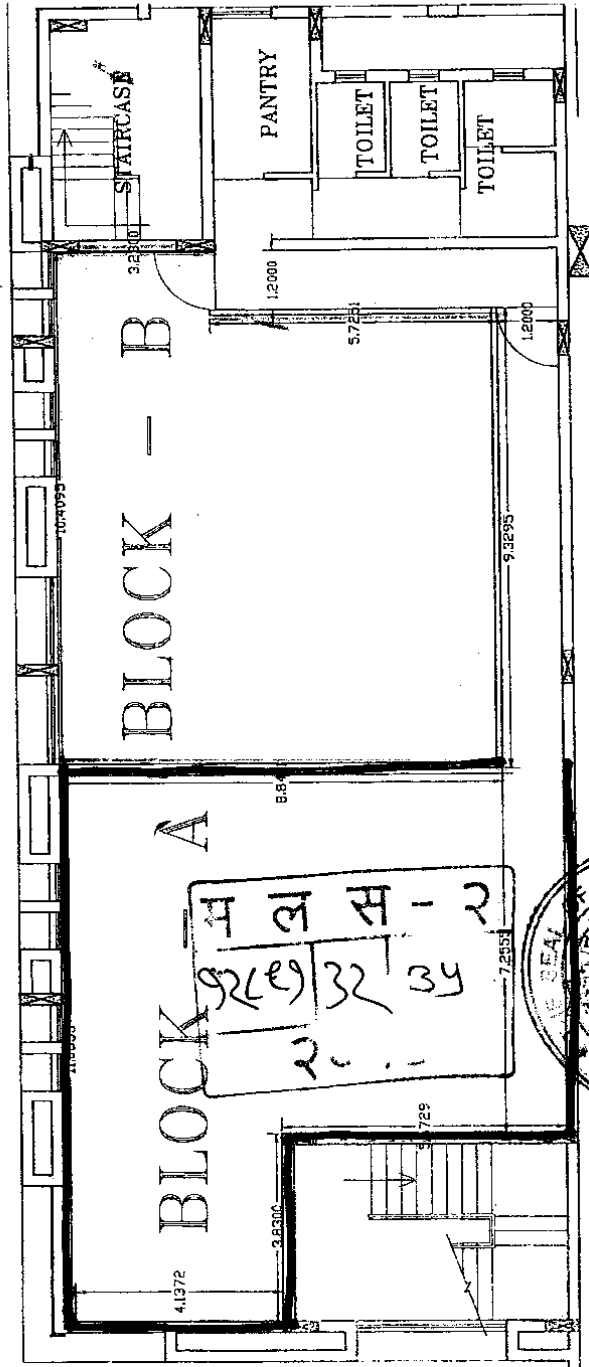
ADDRESS:

Date : 10-05-2017

Owner - BASE REALTY

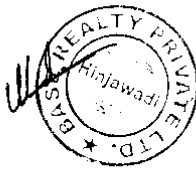
CONCEPTUAL DESIGN AT HINJEWADI, PUNE.
OPTION 2





OFFICE LAYOUT

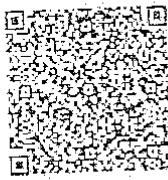
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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAGCK4519H

नाम / Name

KARL DUNGS PRIVATE LIMITED

निगमन / गठन की तारीख
Date of Incorporation/Formation
19/01/2017

27022017

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BASE REALTY PRIVATE LIMITED

06/07/2005

Permanent Account Number

AAOCB6441M

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02062016

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DIPENDER SINGH MANHAS
RACHHPAL SINGH

23/12/1985
Permanent Account Number
AANPM6276N

Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

VIKRAM S KHUDE
S V KHUDE

25/09/1979
Permanent Account Number
AQQPK2833B

Signature



ADVOCATE
Bar Council of
Maharashtra & Goa
HIGH COURT BOMBAY

Name : RAKSHE VIJAY RAMA
Residence : MULSHI, Dist. PUNE
Roll No. : MAH/1257/2012
Enrolled On : 25-06-2012
Date Of Birth : 05-06-1987
127808 8000027001

Rakshe Vijay Rama

CHAIRMAN

453/12891
गुरुवार, 28 सप्टेंबर 2017 10:51 म.पू.

दस्त गोषवारा भाग-1

मलसर 38139
दस्त क्रमांक: 12891/2017

दस्त क्रमांक: मलसर /12891/2017

बाजार मुल्य: रु. 23,40,000/- मोबदला: रु. 2,58,600/-

भरलेले मुद्रांक शुल्क: रु.41,800/-

दु. नि. सह. दु. नि. मलसर यांचे कार्यालयात

पावती:14732

पावती दिनांक: 28/09/2017

अ. क्र. 12891 वर दि.28-09-2017

सादरकरणाचे नाव: भे.बेस रियल्टी प्रा.लि.तर्फे अधिकृत प्रतिनीधी विक्रम खुडे . .

रोजी 10:40 म.पू. वा. हजर केला.


नोंदणी फी रु. 500.00


दस्त हाताळणी फी रु. 700.00

पृष्ठांची संख्या: 35

दस्त हजर करणाऱ्याची सही:

एकुण: 1200.00


सह दुय्यम निबंधक
MLSH2
श्रेणी - 9, मुळशी - 2

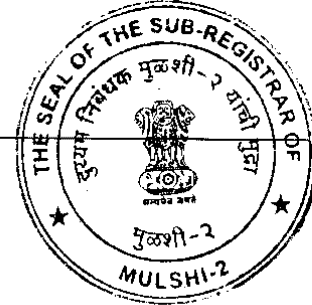

सह दुय्यम निबंधक
श्रेणी - 9, मुळशी - 2

दस्ताचा प्रकार: 36-अ-लिह्व अँड 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.

शिक्षा क्रं. 1 28 / 09 / 2017 10 : 40 : 58 AM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 28 / 09 / 2017 10 : 41 : 20 AM ची वेळ: (फी)





28/09/2017 10 54:08 AM

दस्त गोषवारा भाग-2

मलसर

दस्त क्रमांक: 12891/2017

दस्त क्रमांक :मलसर/12891/2017

दस्ताचा प्रकार :-36-अ-लिहू अँड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे.बेस रियल्टी प्रा.लि.तर्फे अधिकृत प्रतिनीधी विक्रम खुडे . . पत्ता:प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: लोअर परेल मुंबई, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, मुंबई. पॅन नंबर:AACCB6445M	लायसेन्सार वय :-38 स्वाक्षरी: 		
2	नाव:मे.कार्ल डुंगज प्रा.लि.तर्फे डायरेक्टर दिपेंदर मनहास . . पत्ता:प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: चिंचवड पुणे, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, पुणे. पॅन नंबर:AAGCK4519H	लायसेन्सी वय :-52 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिहू अँड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:28 / 09 / 2017 10 : 43 : 13 AM

ओळख:-

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अँड विजय आर राझे . . वय:30 पत्ता:हिजवडी ता.मुळशी पुणे पिन कोड:411057	स्वाक्षरी: 	

शिक्षा क्र.4 ची वेळ:28 / 09 / 2017 10 : 43 : 33 AM

शिक्षा क्र.5 ची वेळ:28 / 09 / 2017 10 : 43 : 44 AM नोंदणी पुस्तक 1 मध्ये

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