

319/19645

पावती

Original/Duplicate

Friday, September 22, 2023

नोंदणी क्र.: 39म

10:16 AM

Regn.: 39M

पावती क्र.: 21378 दिनांक: 22/09/2023

गावाचे नाव: माहिम

दस्तऐवजाचा अनुक्रमांक: ववइ2-19645-2023

दस्तऐवजाचा प्रकार: 36-अ-लिव्ह अँड लायसन्सेस

सादर करणाऱ्याचे नाव: माइंडसेट इस्टेट्स प्रायव्हेट लिमिटेड तर्फे ऑथोराईज सिप्रेटरी सुधाकर शेठ्टी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 3000.00

सह दुय्यम निबंधक, मुंबई-2

बाजार मुल्य: रु.24101760/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 721500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0923047210448 दिनांक: 22/09/2023

बँकेचे नाव व पत्ता:

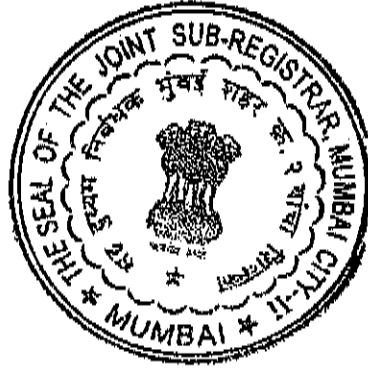
2) देयकाचा प्रकार: eChallan रक्कम: रु.1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005713033202324M दिनांक: 22/09/2023

बँकेचे नाव व पत्ता:

9/22/2023

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0923047210448	Date 04/09/2023
Received from DHC, Mobile number 8080674040, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.	
Payment Details	
Bank Name BKID	Date 04/09/2023
Bank CIN 10004152023090409980	REF No. 156108649
This is computer generated receipt, hence no signature is required.	



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CHALLAN
MTR Form Number-6



GRN	MH005713033202324M	BARCODE	Date		25/07/2023-18:36:06	Form ID	36A
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty	Registration Fee	TAX ID / TAN (If Any)				
			PAN No.(If Applicable)				
Office Name	BOM2_JT SUB REGISTRAR MUMBAI CITY 2		Full Name	CATHAY PACIFIC AIRWAYS LIMITED			
Location	MUMBAI		Flat/Block No.	Office Premises on the 23rd Floor, The Ruby			
Year	2023-2024 One Time		Premises/Building				
Account Head Details		Amount In Rs.	Road/Street	Senapati Bapat Marg, Dadar (West)			
0030045501	Stamp Duty	721500.00	Area/Locality	Mumbai			
0030063301	Registration Fee	1000.00	Town/City/District				
			PIN	4	0	0	0 2 8
			Remarks (If Any)	SecondPartyName=MINDSET ESTATES PRIVATE LIMITED-			
			Amount in	Seven Lakh Twenty Two Thousand Five Hundred Rupees			
Total		7,22,500.00	Words	Only			
Payment Details		BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042023072765797	005628370		
Cheque/DD No.		Bank Date	RBI Date	27/07/2023-12:39:49	Not Verified with RBI		
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				

Department ID :

Mobile No. : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चालन केवल दृश्यम निबंधक कार्यालय में मोदणी करावयाच्या दस्त्यासाठी लागू आहे. मोदणी न करावयाच्या दस्त्यासाठी सदर चालन लागू नाही.



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पत्रांक - २		
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LEAVE AND LICENSE AGREEMENT

✓ This Leave and License Agreement is executed at Mumbai this 01st day of August, 2023 ("Agreement") by and among

MINDSET ESTATES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at Gordhan Building No. II, 2nd Floor, 12/14, Dr. Parekh Street, Prathama Samaj, Mumbai - 400 004, hereinafter referred to as the "Licensor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part;

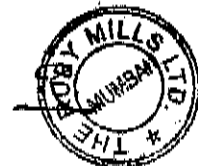
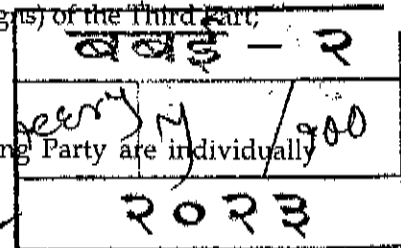
AND

CATHAY PACIFIC AIRWAYS LIMITED, a Multinational Company, incorporated in Hongkong under the Companies Ordinance Act of 1932 and having its registered office at 33rd Floor, One Pacific Place, 88 Queensway, Hongkong, hereinafter referred to as the "Licensee" of the Second Part;

AND

THE ROYAL MILLS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Ruby House, J. K. Sawant Marg, Dadar (West), Mumbai-400028, hereinafter referred to as the "Owner/Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Third Part;

The Licensor, the Licensee and the Owner/Confirming Party are individually referred to as a "Party" and collectively as "Parties". ✓



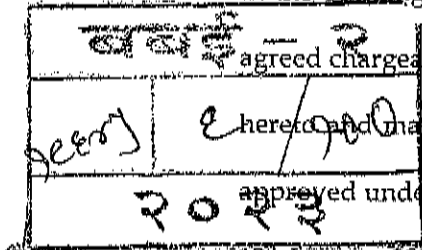
WHEREAS:

- ✓A. The Owner/Confirming Party is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to all those pieces and parcels of land or ground together with the buildings and structures standing thereon situate, lying and being at Dadar and known as "Ruby House" bearing Cadastral Survey No.231 and 1/231, both of Mahim Division and bearing Final Plot No.29 of Town Planning Scheme III of Mahim, first variation (final) admeasuring 26082.15 sq. mtrs. or thereabouts less 667.05 sq. mts., handed over to MCGM, less 545.77 sq. mtrs. handed over to MHADA., less set back area of 445.75 sq. mts. and 220 sq. mts., already handed over, and less proposed setback area of 184.47 sq. mts., within the registration district



Mumbai. A portion of the aforesaid Plot to the extent admeasuring approximately 12204.58 sq.mtrs., being under development is more particularly described in the **First Schedule** hereunder written (hereinafter referred to (Plan) as the "**said Property**"); and shown surrounded by red color boundary line on the plan thereof annexed and marked as **Annexure "C"**.

- B. The Licensor/ Owner is the owner of or otherwise well and sufficiently entitled to Office Premises on the 23rd Floor (26th Floor as per MCGM Plans) in the building having aggregate usable carpet area of 13,423 sq. ft. and



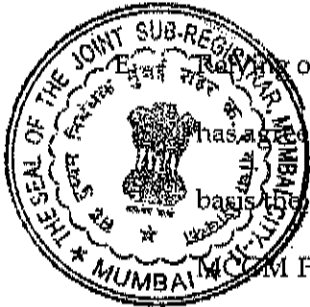
agreed chargeable area of 22,372 sq. ft. as shown on the floor plan annexed hereto and marked as **Annexure "D"** sanctioned for commercial user as approved under the DCPR 2034 and the Part Occupation Certificate dated 12th January 2022.

- C. The Licensee required premises for carrying its business and approached the Licensor with a request to allow them to make use of the Licensed

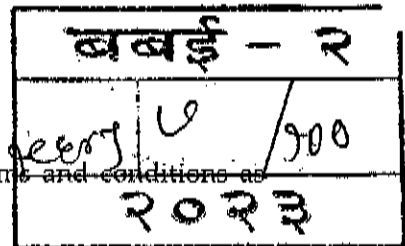


✓ Premises for the purpose of their office use only, by way of pure, simple and temporary license for period of 60 (sixty) months commencing from 01st August 2023 to 31st July 2028 and without claiming any other rights therein, on the terms and conditions hereinafter mentioned

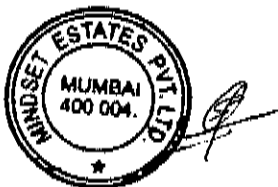
D. Prior to the execution of this Agreement, the Licensor and Confirming Party have given inspection to the Licensee and the Licensee has perused all documents of title relating to the said Property and the Licensed Premises (defined herein below) including the approved building plans designs and specifications and the I.O.D. Commencement Certificate, aforesaid Occupation Certificate and such other documents as are specified under the Laws applicable for the time being in force and the Licensee is fully satisfied with the title, area, location and the condition of the Licensed Premises and shall not at any time hereafter raise any objection or requisition in that behalf. .



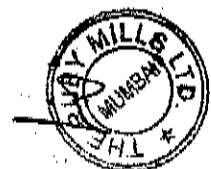
✓ on the representations and warranties of the Licensee, the Licensor has agreed to grant and the Licensee has agreed to take on leave and license basis the Licensed Premises i.e. premises on the 23rd Floor (26th floor as per M Plans) in the building known as "Ruby Tower" ("said building") having aggregate usable carpet area of 13,423 sq. ft. and agreed chargeable area of 22,372 sq. ft. as shown on the floor plan annexed hereto and marked ✓ as Annexure "D" sanctioned for Commercial User as approved under DCPR 2034 and part Occupation Certificate (OC) granted on 12th January 2022 (which includes the Licensed Premises).



F. The Parties are now desirous of recording the terms and conditions as under: ✓



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✓ NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,
DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS:

1. DEFINITIONS

In this Agreement, where the context permits, the following expression shall have the meanings assigned to them respectively below:

✓ "IFRSD" shall have the meaning assigned to that expression in clause 7.1;

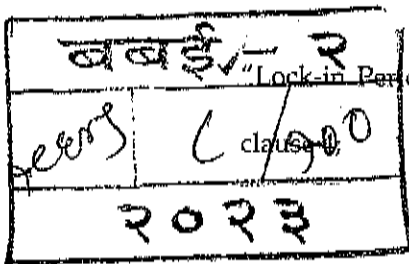
✓ "License Fee" shall have the meaning assigned to that expression in clause



"License Commencement Date" shall have the meaning assigned to that expression in clause 2.1;

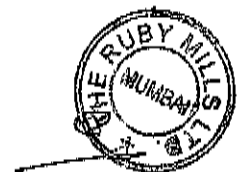
✓ "License Term" shall have the meaning assigned to that expression in clause 3;

✓ "Licensor Liquidated Damages Amount" shall have the meaning assigned to that expression in clause 20 (a);



✓ "Lock-in Period" shall have the meaning assigned to that expression in

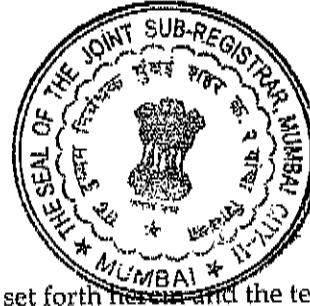
✓ "Licensees Lock-in Period" shall have the meaning assigned to that expression in clause 4;



✓ "Licensors Lock-in Period" shall have the meaning assigned to that expression in clause 4;

✓ "Licensed Premises" shall have the meaning assigned to that expression in clause 2.1;

✓ "said Property" shall have the meaning assigned to that expression in Recital A;



2. GRANT OF LICENCE:

2.1 **License:** In consideration of the License Fee set forth herein and the terms, conditions and stipulations herein contained on the part of the Licensee to be performed and observed, the Licensor agrees to grant to the Licensee, and the Licensee agrees to accept from the Licensor, temporary license to use and occupy Office Premises on the 23rd Floor (26th Floor as per MCGM Plans) of the said building having aggregate usable carpet area of 13,423 sq. ft. and agreed chargeable area of 22,372 sq. ft. as shown on the floor plan annexed hereto and marked as Annexure "D" sanctioned for commercial user as approved under the DCPR 2034 and the Part Occupation Certificate dated 12th January 2022. (hereinafter referred to as "Licensed Premises" more particularly described in the **Second Schedule** written hereunder) in the said Building known as "The Ruby" for a period of 60 months from 01st August 2023 (hereinafter referred to as the "License Commencement Date") and ending on 31st July 2028 (both days inclusive). The Licensor confirms that the Licensee shall be entitled to use the Licensed Premises as per the sanctioned plan and shall also be entitled to the use of 12 Car Parking Space out of which 5 slots will be provided within the said building and balance 7 slots in the MCGM car parking building, which is across the

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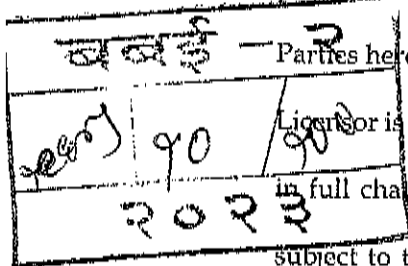
said Property. The charges for MCGM car parking are included in the monthly License Fee.

The Licensor will shift 7 nos. of MCGM car parking to parking tower proposed to be constructed on the land described in recital A in the next 24 months from License Commencement Date subject to regulatory approval.

2.2 **Use and Occupation:** The Licensee shall be entitled to use and occupy the Licensed Premises from the License Commencement Date till the expiry of the period of License granted hereunder, i.e. upto 31st July 2028 for its Office use. Upon expiry of the period of License or sooner determination thereof in the manner stated herein, the Licensee shall hand over vacant and peaceful charge of the Licensed Premises to the Licensor/its nominee(s) in the manner stated in this Agreement.



No-Tenancy Rights: It is agreed by and between the Parties that the License granted herein for use and occupation of the Licensed Premises is a mere permission by way of a temporary license and nothing herein contained shall be construed as, creating any right, title, interest, easement, tenancy or sub-tenancy, agreement to lease/ lease in favor of the Licensee in or over or upon the Licensed Premises or any part thereof, or as transferring any interest whatsoever therein in favor of the Licensee, other than the permissive use and license hereby granted. It is the express intention of the



Parties hereto that, subject to the license granted herein to the Licensee, the Licensor is and shall be and shall always be deemed to be in possession and full charge and juridical control of the Licensed Premises at all times, subject to the permissive use and license granted as per this Agreement.

The Licensee agrees and confirms that in the event of any legislative enactment whereby the Licensee is granted any right and/or protection



from eviction, then in such event this Agreement shall be deemed to have come to an end prior to such enactment coming into force and the Licensee expressly waives all its rights to claim such protection.

3. LICENSE TERM:

The License period shall be for a period of 5 years i.e. 60 months, which shall be deemed to have commenced from License Commencement Date, i.e., 01st August 2023 ("the License Commencement Date") and ending on 31st July 2028, both days inclusive (hereinafter the "License Term").

4. LOCK IN PERIOD:

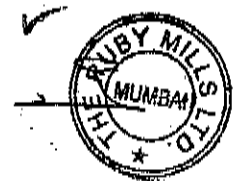
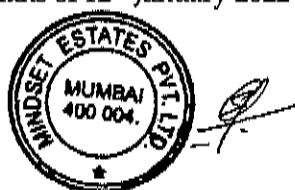
It is agreed between the parties that a period of 3 (three) years from the date hereof shall be the lock in period for the Licensee ("Licensees Lock in Period") and a period of 5 (five) years from the date hereof shall be the lock in period for the Licensor ("Licensor's Lock in Period"). During the subsistence of the lock in period neither party shall have the right to terminate the License except in the event of any breach of the terms and conditions of the License which is not rectified within a period of 30 days from the date of either party giving a notice of the breach. After the expiry of the Licensee's Lock in Period i.e. after 3 years from the date hereof the Licensee shall be entitled to terminate the license by giving the Licensor an advance notice of at least 4 (Four) months in writing.



5. FIT OUT OF THE LICENSED PREMISES:

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The Licensee shall obtain Fit out approval from the MCGM as per the OC Plans of 12th January 2022 at their own cost and expense. The Licensor shall



✓ extend its cooperation for obtaining such approvals. The Licensor has on or before execution hereof provided the Licensee building fit outs guidelines, the Licensee agrees and undertakes to follow and adhere to the same. The Licensee shall prior to obtaining the Fitout approval from MCGM furnish the fit out drawings/designs to the Owner/Licensor for their review and approval.

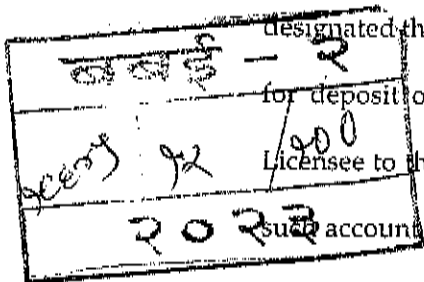
6. LICENSE FEE:

6.1 **License Fee:** The Licensee shall pay a fixed monthly compensation of Rs.40,26,960/- (Rupees Forty Lakhs Twenty Six Thousand Nine Hundred and Sixty Only) at the rate of Rs.180/- per sq ft per month on the chargeable



area and the same is inclusive of the CAM charges. The License fees shall commence from the 121st day of the License Commencement Date ("License Commencement Date"). It is agreed between the parties that the License Fee shall be subject to escalation of 4.5% every year on the last paid License Fee as provided in clause 6.4 hereunder.

6.2 **Payment of License Fee:** The License Fee shall be paid quarterly in advance on or before the 5th day of each quarter for which it is due. In case of any delay on the part of the Licensee to make the payment of the License Fee, the Licensor shall be entitled to charge an interest of 12% p.a. from its due date till the date of receipt of the License Fee. The Licensor has presently



designated the following bank account standing in the name of the Licensor for deposit of the License Fee, IFRSD (as defined hereinbelow), by the Licensee to the Licensor as per this Agreement and payment so made into such account shall constitute valid discharge unless any change therein is communicated by the Licensor to the Licensee in writing.



NAME OF BANK :-	AXIS BANK LTD
BENEFICIARY :-	MINDSET ESTATES PVT.LTD CURENT ACCOUNT
ACCOUNT NO.	912020004014098
IFSC CODE :-	UTIB0000341.
ADDRESS :-	SHIVAJI PARK DADAR WEST MUMBAI-4000028.

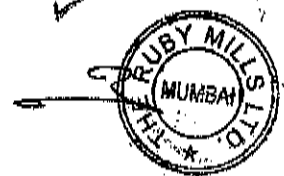
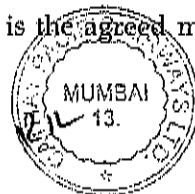
6.3 The Licensee agrees to pay the License Fee on its respective due dates in the said designated account as instructed by the Licensor. The License Fee shall be subject to statutory deduction of income tax at source as applicable under the Income-tax Act, 1961 as amended from time to time at such rates or any other deductions, if any, in accordance with applicable laws / exemption certificates, if any. Goods and Service tax ("GST"), as applicable, shall be paid by the Licensee over and above the agreed License Fee as mentioned in clause 6.2 above. The Licensor shall issue an invoice to the Licensee in compliance with the applicable GST Act for the GST payable. The Licensor agrees, assures and undertakes that the G.S.T. amount paid by the Licensee will be deposited in the Government Treasury within the



stipulated period for deposit of the same and that the Licensor shall at all times ensure that the GST registration of the Licensor is in force and that GST returns are filed on or before the stipulated dates. On failure on the part of the Licensor to deposit the GST paid in the Government Treasury within the stipulated period for deposit of the same or failure of the Licensor to at all times ensure that the GST registration of the Licensor is in force or failure to ensure that GST returns are filed on or before the stipulated dates, or for any other act or omission on the part of the Licensor as a result whereof, the Licensee is not able to avail GST credit due, then the Licensee shall be entitled to adjust such GST paid against the License Fee payable to the Licensor to the extent the Licensee is not able to avail GST credit.

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2023

6.4 Escalation: During the subsistence of the License Term, the monthly License Fee of the premises, which is the agreed monthly compensation



shall be escalated by 4.5% every year on the last paid License Fee.

6.5 **License Fee Free Period:** It is mutually agreed between the parties that the period specified in Annexure "A" shall be considered as License Fee free period during the subsistence of the term of the License.

7. **SECURITY DEPOSIT:**

7.1. The Licensee has on or before execution of these presents deposited and shall keep deposited with the Licensor, during the subsistence of the License, a sum of Rs.2,41,61,760 (Rupees Two Crores Forty-One Lakhs Sixty-One Thousand Seven Hundred and Sixty Only) equivalent to 6 (Six) months of Monthly Compensation (the payment and receipt whereof the



or doth hereby admit and acknowledge and the Licensor doth hereby discharge (release and acquit the Licensee from the same) and the same shall be kept deposited with the Licensor, during the subsistence of the License in accordance with this Agreement as an interest free refundable security deposit (hereinafter referred to as the "IFRSD") for due observance and performance by the Licensee of its obligations and covenants under this Agreement.

7.2. The IFRSD shall be refunded by the Licensor to the Licensee on determination of this Agreement by efflux of time or earlier determination thereof, as the case may be, without interest, after deducting all dues and outstanding amounts payable under this agreement and simultaneously

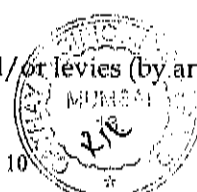
वचई	upon the
१०	Licensee vacating the Licensed Premises and giving peaceful
१००	charge of the Licensed Premises in the manner stated herein.
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upon the Licensee vacating the Licensed Premises and giving peaceful charge of the Licensed Premises in the manner stated herein.

TAXES, DUTIES AND LEVIES:



Any present municipal taxes and/or levies (by any name called) payable in



respect of the Licensed Premises which are payable to MCGM or any other body or authority, shall be borne and paid by the Licensor. The GST as applicable, on the License Fee shall be borne and recovered from the Licensee by the Licensor in accordance with Clause 6.3 hereinabove. The Licensee shall pay the water charges at Rs.2.5/- per sq. ft. per month on the chargeable area for the entire term of the License from the date hereof till the expiry of the License Term.

9. COMMON AREA MAINTENANCE:

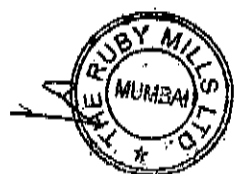
9.1. The Licensor shall make proper arrangements for maintenance of the Common Areas and shall bear and pay all costs, expenses and charges applicable for the maintenance of the Common Areas. However, for the License Fee Free Period, Common Area Maintenance Charges shall be borne and paid by the Licensee as stated in clause 9.3 below.



Common Area Maintenance charges in the first year are Rs.18 per sq. ft. per month payable on the chargeable area as mentioned in Annexure "B". The same shall stand revised as per the agreed escalation mentioned in clause 9.3 above.

9.3. The License shall be liable to pay Rs.9 per sq. ft. per month on the chargeable area for the initial License Fee Free period of 120 days from the License Commencement Date as mentioned in Annexure "A" and thereafter full CAM charges as stated in Annexure "B" for the License Fee Free Period in the 4th and 5th year. It is further clarified that post the License Fee Free Period during the license term, the Licensee shall pay monthly License fee as mentioned in Annexure "B".

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10. UTILITIES AND OTHER CHARGES:

10.1. Electricity:

10.1.1. The Licensor has provided to the Licensee electrical network till the main meter room with a cable connection on the floor.

10.1.2. The Licensee shall be solely responsible to make arrangements for further distribution in the Licensed Premises, at their own cost and expense.

10.1.3. The Licensor shall at the cost and expense of the Licensee, assist the Licensee in obtaining electricity meter for the Licensed Premises. The Licensee shall be solely responsible to pay/deposits, electricity charges for the Licensed Premises including but not limited to late payment charges, damages etc. for non-payment or late payment by the Licensee.

The Licensee shall apply for the requisite number of communication lines and pay deposits and costs of connection for the same.



HVAC SERVICES:

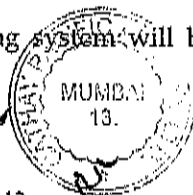
11.1 The Licensor has provided adequate air-conditioning facility in the Licensed Premises, including water cooled central chilled water plant for the Licensed Premises during the period of the License.

11.2 The charges for electrical power consumption by the AHU's will be directly borne by the Licensee through the Licensee's proposed electrical meter.

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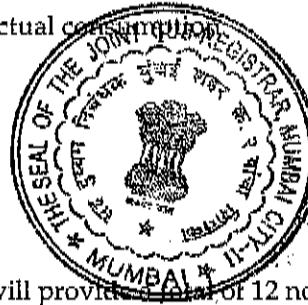
The charges for the air-conditioning plant usage will be billed to the Licensee by the Building Automation System based on actual "thermal" usage of chilled water through the Licensee's BTU meter.

11.4 The cost for water for the central chilled water plant, expenses and other expenses for the air-conditioning system will be borne by the Licensee based on actual consumption;



11.5 The air-conditioning facility, along with other specified amenities (except the amenities mentioned in clause 30), shall be accessible round the clock, accommodating the Licensee's 24/7 operations throughout the year. It has been confirmed that the Licensee shall utilize the existing Chiller plants for air conditioning purposes. For the initial 3-year period, no surcharge shall be applicable based on the Licensee's current lock-in agreement. Furthermore, in the event of the Licensee extending the Lock-In period by the end of 36 months, no additional surcharge shall be levied for the remaining 2-year tenure, subject to the Licensee confirming that the entire balance 2 years period shall be treated as Lock in period. The aforesaid charges will be paid by the Licensee as per actual cost.

12. CAR PARKING:

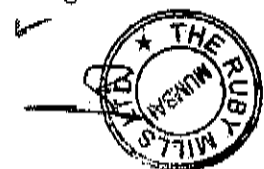
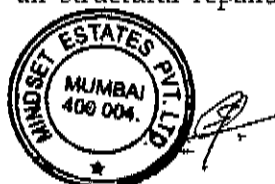


It is agreed by the Parties that the Licensor will provide a total of 12 nos. of car parking slots, out of which 5 slots will be provided within the said building and balance 7 slots in the MCGM car parking building, which is across the said Property. The charges for MCGM car parking are included in the monthly License Fee. The Licensor will shift 7 nos. of MCGM car parking to parking tower proposed to be constructed on the land described in recital A the said building in the next 24 months from License Commencement Date, subject to regulatory approval.

13. ALTERATIONS, REPAIRS, AND MAINTENANCE:

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13.1. The Licensee shall maintain the Premises internally and any cost of repairs and maintenance of the Premises from the License Commencement Date shall be borne by the Licensee alone. However, the Licensor shall be liable for all structural repairs and maintenance of the Premises during the



License period unless any damage thereto has been caused by the Licensee in which case the Licensee shall be liable for the same.

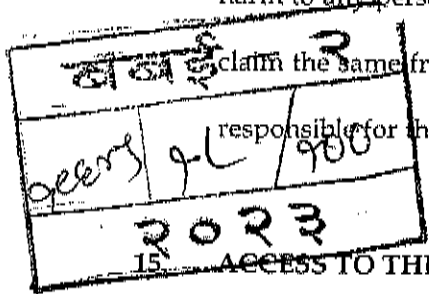
13.2. The Licensor shall assume responsibility for providing comprehensive security services, including building entrance/egress control. Additionally, the Licensor shall ensure seamless access for all the employees of the Licensee in the building, particularly during night operations. However, Internal Security of the Licensed Premises is the sole responsibility of the Licensee and the Licensor shall not be held responsible for the same.

13.3. Smoke Detectors, Sprinklers, Fire Extinguishers, Risers and Hose Reels - in Common Areas shall be provided by the Licensor.

13.4 Area for 02 (Two) sets of washrooms shall be provided for the exclusive use of the Licensee, their employees, visitors, agents, servants, etc. shown on plan annexed hereto as Annexure "D".



The Licensee shall be responsible for obtaining, at its own cost and expenses, the insurance including against any fire or other incidents etc. of the fit-outs and the Licensee's belongings and possessions within the Licensed Premises and for the safety and security of the person/s entering the Licensed Premises. In the event of any damage to the interior fit-out and the Licensee's belongings and possessions in the Licensed Premises or any harm to any person/s entering the Licensed Premises, the Licensee would



claim the same from its insurance company and the Licensor, shall not be responsible for the same.

15. ACCESS TO THE LICENSED PREMISES/ USAGE:



15.1. The License Premises shall be accessible 24/7 throughout the year to



accommodate the operational requirements of the licensee. Licensee's Employees shall be permitted access and allowed to operate within the facility at all times, including 24 hours a day and 365 days a year. Furthermore, it is expected that a minimum of two functional lifts shall be provided to support the licensee's night operations adequately.

15.2 It is confirmed by the Licensee that it shall be using the Licensed Premises solely for commercial purpose and will be using the Licensed Premises in accordance with the sanctioned and approved plans and permissions of the MCGM and other authorities.

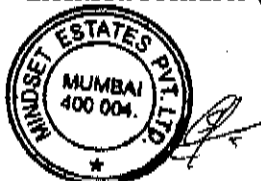
16. REPRESENTATIONS/OBLIGATION OF LICENSEE



The Licensee shall:

- (i) Not carry out any acts or activities which are obnoxious, anti-social, immoral, illegal or which may cause a nuisance to the other occupants of the Said Building or which may prejudice the rights of the Licensor as the Licensor of the Licensed Premises;
- (ii) On the expiration or earlier determination or termination of this license as provided herein, the Licensee shall remove themselves, their employees, and belongings from the Licensed Premises in the manner as stated herein and hand over quiet, vacant and peaceful charge thereof to the Licensor, upon payment of all amounts & dues simultaneously upon which the Licensor shall refund to the Licensee IFRSD after deducting outstanding amount, if any, payable by the Licensee to the Licensor under these presents;
- (iii) Observe and perform the Rules, Regulations of Bombay Municipal Corporation from time to time in force for use of the Licensed Premises (as applicable) and shall not do or omit or suffer

बचत - २
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- to be done anything whereby the Licensor's right in the Licensed Premises is jeopardized, forfeited or extinguished;
- (iv) Pay regularly the License fee and all other charges payable by the Licensee by virtue of these presents;
- (v) At all times hereafter well and sufficiently indemnify and keep indemnified and save harmless the Licensor against all actions, proceedings filed, taken, instituted or made against or incurred, paid or sustained by the Licensor due to or by reason of the Licensee making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with any of the provisions of this Agreement;

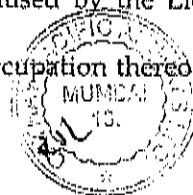


Not to carry out any structural changes/work of additions, alterations, renovations, construction and/or re-construction whatsoever of any nature into or upon the Licensed Premises ; The Licensee shall be entitled to carry out only non-structural changes namely shifting cabins and workstations at the cost of the Licensee, installing fittings etc. to suit its requirements after obtaining prior written permission from the Licensor. The Licensee shall be entitled to remove all such furniture, fixtures, fittings etc. installed by the Licensee during the License Term of this Agreement in the manner stated herein;

- (vii) Not to store or bring upon the Licensed Premises any hazardous articles of inflammable or combustible nature nor shall the Licensee

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do or permit to be done or suffered to be done in the Licensed Premises whereby the insurance of the Licensed Premises is affected; Use the Licensed Premises in a careful and responsible manner and shall make good to the Licensor all such damages or loss as the Licensor may sustain or caused by the Licensee to the Licensed Premises, due to use and occupation thereof normal wear and tear

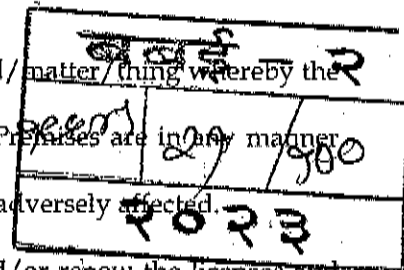


excepted;

- (ix) Permit the Licensor or their agents or representatives at all reasonable times during the period of this license to enter upon the Licensed Premises for inspecting the state and condition of the same after giving 24 hours prior written notice thereof to the Licensee;
- (x) Obtain all permissions, licenses etc. from the municipal, statutory or concerned authorities for installing and running of its business from the Licensed Premises;
- (xi) To bring and install its computers and other moveable furnitures, fixtures and equipment without causing any structural damage to the Licensed Premises;
- (xii) Not to claim protection of the Maharashtra Rent Control Act, 1999 or any ordinance amending the same or any statutory modification or re-enactment thereof giving any protection to any occupant, tenant or licensee.



17. The Licensee hereby agrees, assures, represents, covenants and states that
- i. The Licensee shall duly and punctually pay all amounts payable to the Licensor and / or the maintenance agency as the case may be subject to the terms and conditions of this Agreement.
 - ii. The Licensee shall observe perform and comply with all the rules, regulations, bye-laws of said Society/Condominium/Entity to be formed and all other concerned authorities and shall not commit any breach thereof.
 - iii. The Licensee shall not do any act/deed/matter/thing whereby the rights of the Licensor to the Licensed Premises are in any manner prejudiced / forfeited / extinguished / adversely affected.
 - iv. The Licensee will apply for, obtain and/or renew the licenses and permissions in respect of the said business at its own and entire risks



✓ and costs from time to time and the Licensor shall cooperate with the Licensee for the same. It shall be the sole responsibility of the Licensee to ensure compliance of all the conditions of such licenses and the Licensor is not responsible and/or liable therefor and shall not be called upon to contribute anything in that behalf.

v. The Licensee shall not transfer or assign in any manner the benefits hereunder in any manner whatsoever or grant any sub-license or induct anyone in or permit use by any other person of the Licensed Premises and/or any part thereof in any manner and/or for any purpose whatsoever save as provided herein.

vi. The day-to-day and minor repairs to and general maintenance of the Licensed Premises including inter alia fuses, leakages of water taps, etc. shall be done by the Licensee entirely at its own costs and the Licensor shall not be liable therefor and/or called upon to contribute anything in that behalf.



vii. The Licensee shall maintain necessary fire extinguishers and other fire-fighting equipment in the Licensed Premises.

viii. The Licensee is not entitled to nor will it claim protection of the Maharashtra Rent Control Act, 1999 or any ordinance amending the same or any statutory modification or re-enactment thereof giving any protection to any occupant, user, tenant or licensee.

ix. The Licensee shall ensure due compliance of the law as applicable to it or them for carrying on its or their business activities at the Licensed Premises.

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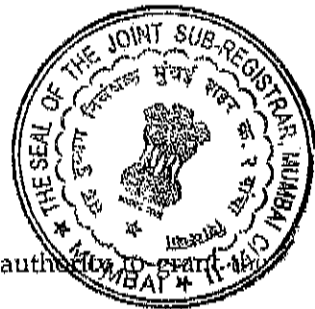
x. The Licensee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by it herein, including inter alia as aforesaid the Licensor has

agreed to and is executing this Agreement and the Licensee hereby agrees to indemnify and keep indemnified the Licensor from and



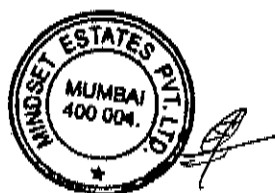
✓ against all and any damage, loss, actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by the Licensor by virtue of any of the aforesaid representations, covenants and warranties made by the Licensee being untrue and/or incorrect and/ or the Licensee committing breach of any term hereof and/or arising therefrom and/or of and incidental and pertaining thereto.

18. THE LICENSOR REPRESENTS THAT:



- (i) The Licensor has good title, full power and authority to grant License of the Premises to the Licensee;
- (ii) The Licensor has the right to execute this Leave and License Agreement for the Licensed Premises on the terms contained herein;
- (iii) All permissions, approvals, sanctions and clearances in respect of the development and construction of the Building, common areas and facilities therein, Utilities and use and occupation of the Premises have been obtained by the Licensor and/or the Confirming Party from the concerned authorities and agencies;
- (iv) The Licensor shall carry out or cause to be carried out all structural repairs and maintenance that may be required to be made from time to time to the Premises. However, if any structural repairs are required to be carried by the Licensor due to any act of the Licensee, the same shall be carried by the Licensor at the cost and expense of the Licensee; and
- (v) The premises is sanctioned for commercial user.

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19. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

- a. The Licensor shall always be entitled to sell, and transfer, deal with or otherwise dispose of the Licensed Premises or any part thereof at any time during the continuance of this Agreement to any person, firm, company. Provided the Licensee's rights and obligations under the terms of this Agreement of Leave and License will not be affected. The rights of the Licensor to sell and transfer, or otherwise dispose of the Licensed Premises or any part thereof to any person/party shall not affect in any way whatsoever the rights of the Licensee pursuant to this Agreement including right to use and occupy the Licensed Premises during the License Period.



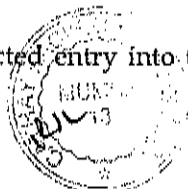
Subject to timely receipt of proper invoices for the same, if the Licensee commits a default in payment of License Fee then an interest of 12 % p.a. shall be leviable on such delayed payments.

That the license granted herein for use and occupation of the Licensed Premises is a mere permission by way of a license and nothing herein contained shall be construed as, creating any right, title, interest, easement, tenancy or sub-tenancy, agreement to lease/ lease in favor of the Licensee in or over or upon the Licensed Premises or any part thereof, or as transferring any interest whatsoever therein in favor of the Licensee, other than the

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permissive use and license hereby granted. It is the express intention of the Parties hereto that, subject to the license granted herein to the Licensee, the Licensor shall be and shall always be deemed to be in exclusive possession and in full charge and in juridical control of the

Licensed Premises at all times and that the Licensor shall at all times have full, free and unobstructed entry into the Licensed Premises



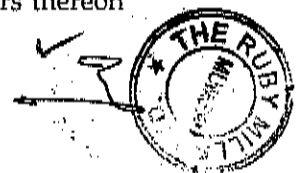
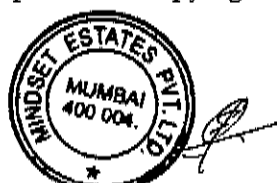
and a mere right of user and occupation, as per this Agreement, is granted to the Licensee.

d. Nothing herein contained shall be construed as creating any rights, interest or tenancy in favor of the Licensee in over or upon the Licensed Premises or transferring the Licensed Premises or any interest therein in favor of the Licensee other than the permissive right to use hereby granted and the Licensee hereby declare, agree and undertake that the Licensee shall not claim any rights, interests whether by way of tenancy, sub-tenancy or otherwise, howsoever, in the Licensed Premises or any part thereof.

e. The Licensee shall allow the Licensor or its representatives to show the Licensed Premises to any prospective licensee 45 days prior to the expiry or during the notice period in case of early termination of this Agreement of Leave and License. The Licensee shall allow the Licensor or its representatives to show the Licensed Premises to any prospective purchaser at a mutually agreed time, after the Licensor giving 24 (twenty-four) hours notice of the same to the Licensee.

20. VACATION OF THE LICENSED PREMISES:

a. On the expiry or sooner determination of this Agreement, simultaneously on refund of the IFRSD, the Licensee shall remove all their furniture, fixtures, fittings, fit-outs etc. fixed / installed by the Licensee during the License Term of this Agreement as well as other movable articles, property and belongings and leave the Licensed Premises by removing themselves, their agents, employees and staff and all their belongings from the Licensed Premises. On such expiry or termination or sooner determination hereof, the Licensee and/or other persons occupying the Licensed Premises shall be trespassers thereon



✓ and the Licensor and/or its servants and agents or any other person or persons authorised by the Licensor in that behalf shall be entitled to prevent the Licensee, its agents and staff from entering into the Licensed Premises, or any part thereof in accordance with the law in this regard. Provided however and it is hereby expressly agreed, and understood that if after the expiry or sooner determination thereof, the Licensor is unable for any reason whatsoever to remove the Licensee, occupying the Licensed Premises or if any time is given by the Licensor to the Licensee, for vacating the Licensed Premises, the same shall not be deemed or taken to be any concession given by the Licensor, to the Licensee, nor shall it amount to renewal of this Agreement for a further period and the Licensee shall nevertheless be deemed to continue to use



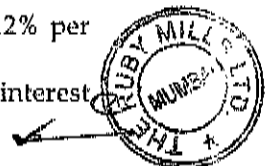
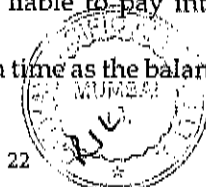
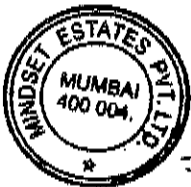
occupy the Licensed Premises unauthorizedly, after the expiry or sooner determination of this Agreement as aforesaid, and the Licensee shall so long as it fails to vacate the Licensed Premises be liable to pay to the Licensor a sum equal to twice the license fee payable per day ("Licensor Liquidated Damages Amount"), until the Licensee hands over vacant charge of the Licensed Premises to the Licensor in the manner stated herein, as and by way of agreed amount of liquidated damages for continuing to illegally and unauthorizedly occupy the Licensed Premises.

b. On the expiry or sooner determination of this Agreement as provided herein, the Licensor shall refund to the Licensee the IFRSD after

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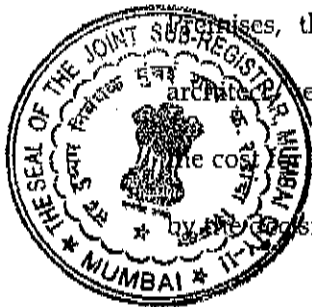
deducting all amounts payable under these presents simultaneously on the Licensee vacating the Licensed Premises and handing over to the Licensor, quiet, vacant and peaceful charge of the Licensed Premises in the manner stated herein. In the event the Licensor fails to refund the

IFRSD the Licensor shall be liable to pay interest thereon @ 12% per annum for the period till such time as the balance IFRSD and the interest



thereon is paid in full by the Licensor to the Licensee.

c. In the event that any damage is caused in any manner to the Licensed Premises including because of the installation, operation or presence of furniture, fixture and/or belongings of the Licensee in the Licensed Premises by the Licensee, the Licensee shall have the same repaired and restored to original condition at its own costs and expenses. If such damage is not repaired by the Licensee and restored to the aforesaid original condition, the cost for repairs of the same shall be deducted from the IFRSD before it is refunded to the Licensee. If the cost of repair exceeds the amount of the IFRSD remaining with the Licensor then such excess amount shall be paid by the Licensee to the Licensor within 7 (seven) days of the expiry of the Agreement, failing which the same will be recovered with interest @ 12% p.a. The Licensor shall be entitled to inspect the Licensed Premises in order to ascertain the damage, if any, caused to the Licensed Premises at least 7 (seven) days prior to the date on which this Agreement shall come to an end either by virtue of expiry of this Agreement or earlier determination thereof. In the event, the parties are unable to agree on the damages caused to the Licensed

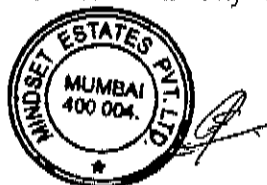


Premises, then the parties will mutually appoint an independent architect/vendor who will inspect the Licensed Premises and ascertain the cost of making good such damages and the parties shall be bound by the decisions of such architect/vendor.

21. TERMINATION AND ITS CONSEQUENCES:

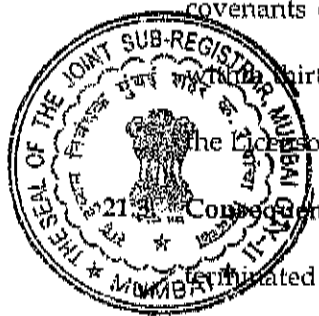
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21.1. Termination by the Licensee: Notwithstanding anything to the contrary contained in this Agreement including the provisions relating to Licensee's Lock-In Period, the Licensee may terminate this Agreement in the event the Licensor commits any material default or breach of any of their



✓ representations, warranties, covenants or obligations by virtue of which the Licensee is unable to use and occupy the Licensed Premises or any material part thereof and if such default or breach, is not remedied within thirty (30) days of receipt of notice in writing by the Licensor from the Licensee.

21.2. **Termination by the Licensor:** Notwithstanding anything to the contrary contained in this Agreement including the Licensor's Lock-in Period, the Licensor may terminate this Agreement, in the event if the Licensee commits default in payment of Licensee Fees or any outstanding amounts payable under these presents in the manner stated herein and/or commits any material default or breach of any of their representations, warranties, covenants or obligations and if such default or breach, is not remedied within thirty (30) days of receipt of notice in writing by the Licensee from the Licensor.

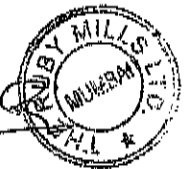
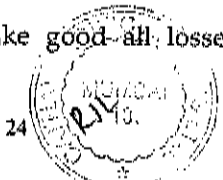
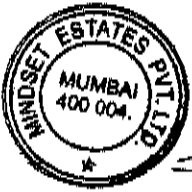


21.3. **Consequences of termination or expiry:** In the event this Agreement is terminated under Clause 21.1 above, the Licensor shall, forthwith refund to the Licensee the entire amount of the IFRSD upon payment of all amounts & dues in lump sum and subject to deduction of any outstanding dues against the Licensee discontinuing use and occupation and handing over vacant charge of the Licensed Premises to the Licensor in the manner stated herein;

✓ 21.4. In the event this Agreement is terminated under Clause 21.2, the Licensor shall, forthwith refund to the Licensee the entire amount of the IFRSD after deducting all outstandings payable under this agreement including (a) the

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unpaid outstanding License Fee for the remaining lock in period and charges payable by the mentioned in this Agreement for the period up until the date of termination or expiry; simultaneously on refund of the IFRSD in the manner as mentioned herein, discontinue use and occupation and hand over vacant charge of the Licensed Premises to the Licensor in the manner stated herein; and make good all losses, damages, costs and



expenses actually incurred or suffered by the Licensor arising from or related to default or breach by the Licensee, provided that such losses shall not include the losses arising from loss of business and consequential losses.

22. THE LICENSEE REPRESENTS AND WARRANTS TO THE LICENSOR THAT:

22.1. The Licensee is a multinational company incorporated in Hongkong and is entitled to enter into this Agreement and perform its obligations under this Agreement.

22.2. The Licensee shall use the Licensed Premises strictly in the manner set out in this Agreement and for its business purpose only as stated in this Agreement.

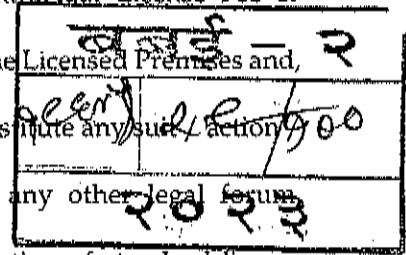
22.3. The Licensee has not done any act, deed or thing or withheld any material facts by which, the rights of the Licensor as an owner or Licensor would be impacted in any adverse manner.

22.4. The Licensee has agreed to fulfil its obligations by promptly making payments that are required to be made from time to time under this Agreement and shall observe and fulfil all terms and conditions throughout the term of this Agreement.

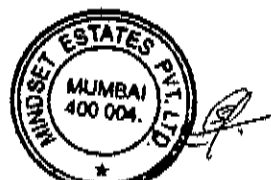


The Licensee has obtained all the corporate approvals required for the execution of this Agreement.

22.6. The License Fee is the fair and reasonable contractual License Fee or compensation in respect of the License herein of the Licensed Premises and, the Licensee shall never make an application or institute any suit, action or proceedings in any court of law, tribunal, or any other legal forum challenging the License Fees and/or seeking fixation of standard license fees or compensation.



22.7. It is agreed by and between the parties hereto that the License granted



✓ herein for use and occupation of the Licensed Premises is a mere permission by way of a license granted in favour of the Licensee by the Licensor and nothing herein contained shall be construed as creating any right, title, interest, easement, tenancy or sub-tenancy, agreement to lease/ lease in favour of the Licensee in to or over or upon the Licensed Premises or any part thereof, or as transferring any interest whatsoever therein in favour of the Licensee, other than the permissive use and license hereby granted. It is the express intention of the Parties hereto that, subject to the license granted herein to the Licensee, the Licensor shall be and shall always be deemed to be in possession and in full charge and juridical control of the Licensed Premises at all times, subject to the permissive use and license granted as per this Agreement and that the Licensor shall at all times have full, free



unobstructed entry into the Licensed Premises, subject to the Licensor issuing prior notice of at least 48 hours in writing to the Licensee (except in case of an emergency) and the Licensee shall have a mere right of user and occupation, as per this Agreement.

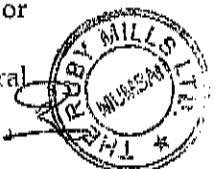
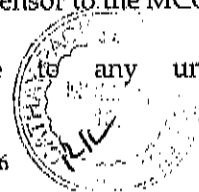
22.8. The Licensee shall always observe the right of user and occupation and the License granted to the Licensee, and, without in any way limiting the right of the Licensee to use the Licensed Premises for the purposes set forth in this Agreement, the Licensee shall not change the user in manner, which may prejudice or adversely affect the rights of the Licensor.

22.9. The Licensee shall maintain the Licensed Premises at its costs in a good and tenantable repair and condition and shall not make any structural alteration

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or do or cause to be done anything in or to the Licensed Premises and/or common passages or the compound which may be against the rules or bye-laws of the MCGM or of any other authority. The Licensee agrees to reimburse the Licensor, any costs, charges, penalties or payment of any

nature whatsoever paid by the Licensor to the MCGM or any other local or statutory authority/body due to any unauthorized structural



construction/alteration done by the Licensee in the Licensed Premises.

22.10. The Licensee is neither entitled to nor will it claim any protection of the Maharashtra Rent Control Act, 1999 or any ordinance amending the same or any statutory modification or re-enactment thereof giving any protection to any occupant, user, or licensee.

23. **FORCE MAJEURE:**

(i) If, at any time, during the continuance of the Licence Agreement, the Licensed Premises or any part thereof is destroyed or damaged by force majeure event, such as flood, fire, earthquake, tempest, riots, epidemic, war and civil commotion, insurrections, enemy action, air-raid or any irresistible force or any 'Act of God' (not caused by any wilful act or default on the part of the Licensee, its servants, agents or workmen), so as to make the Licensed Premises unfit for habitation and/or occupation, for a continuous period of more 30 days then in that event the Licensee, at its option may give written notice to



terminate the Licence Agreement and the Licensor shall refund to Licensee the Security Deposit and any advance License Fee paid by the Licensee to the Licensor for the unexpired period of the License .

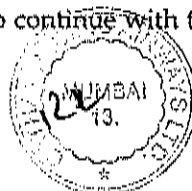
(ii) In the event the Licensee is completely prevented or restricted to use by storing its belongings, possessions, movable articles and occupy the Licensed Premises for a continuous period of over 30 days due to force majeure event such as lockouts, strikes, embargo, epidemic/quarantine, lockdown, restrictions by governmental authority beyond the control of the Licensee, then in that event the Licensee shall be

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entitled to terminate the Licence Agreement forthwith at its option. If, however, the Licensee opts to continue with the license, the Licensee



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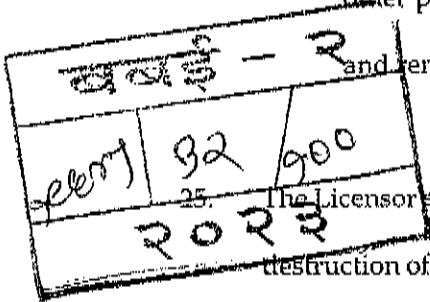
✓ shall be liable to pay the License Fee without demur pursuant to this Licence Agreement even for the period when the aforesaid circumstances subsist.

24. STAMP DUTY AND REGISTRATION CHARGES:

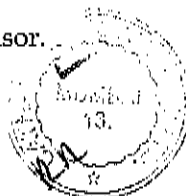
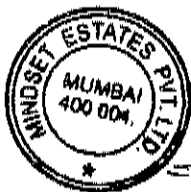
(a) The stamp duty and registration and all other incidental charges payable for registration of this Agreement shall be borne and paid by the Licensee alone. This Agreement shall be executed in two counterparts; the original shall be retained by the Licensor and the counterpart shall be retained by the Licensee. The Licensee hereby agrees to indemnify and keep indemnified the Licensor and the Licensed Premises against any claim, demand or action that may be initiated by any party or person, including any statutory authority also against all costs, charges, expenses (save and except attorney's fees and costs) that the Licensor may be required to be incur or suffer as a result of the failure of the Licensee if any, to pay the stamp duty and/or the registration charges on this Leave and License Agreement.



(b) Each party shall extend full co-operation and assistance in the execution and registration of this Agreement. In the event any party refuses or neglects to execute and/or register this Agreement, the other party shall be entitled, without prejudice to their other rights and remedies.



The Licensor shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Licensee in the Licensed Premises nor for any bodily injury or death to any person in the Licensed Premises for causes not directly attributable to the Licensor.



26. It is a vital, essential and integral term and condition of this Agreement that the license hereby granted is for the use of the Licensee alone and the Licensee shall not assign the same or transfer the benefit of this Agreement or permit the use by any third party of the Licensed Premises or part with possession of the Licensed Premises to any third party.

27. **NOTICE:**

Any notice sent under this Agreement to either Party shall be deemed to be validly served if sent by Registered A.D. Post or Hand Delivery duly acknowledged at the respective addresses of the Parties herein below mentioned or their last known address.

OWNER:

To,
Mindset Estates Private Limited
Director
Govardhan Building No. II, 2nd floor,
Dr. Parekh Street, Prarthana Samaj,
Mumbai - 400 004.

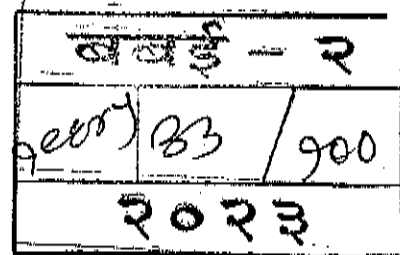


CONFIRMING PARTY:

To,
The Ruby Mills Limited
Managing Director/President
10th Floor, Ruby House, J. K. Sawant Marg,
Dadar (West), Mumbai-400028.

LICENSEE:

To,
Cathay Pacific Airways Limited
Unit No. 401-402, 4th Floor,
Piramal Towers, Peninsula Corporate Park,
G.K.Marg, Lower Parel,
Mumbai, Maharashtra 400013



28. It is expressly agreed that the Licensee shall be entitled (without any costs / expenses payable to the Licensor) to place a signage at the floor and the lobby of the Said Building of such size to be approved by the Licensor or their architects/ signage consultant. All costs associated with the



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installation of the signage including costs associated with permissions to be taken from relevant authority will be borne by the Licensee alone.

29. MISCELLANEOUS:

- (i) Any indulgence shown by the either party to the other will not amount to waiver of their rights.
- (ii) In the event of any change, modification or amendment in Law relating to Leave and License by any Act of Legislation, Notification, Ordinance, Judgment or otherwise howsoever, by virtue whereof the Licensee is granted, conferred upon and/or entitled to any greater rights other than those conferred under these presents, then in such event, this Agreement shall come to an end mutatis mutandis on the day prior to such legislation etc. notwithstanding the fixed period and/or tenure of the license granted hereunder.



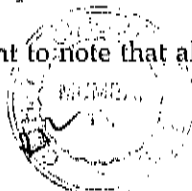
30. AMENITIES:

The Licensor shall endeavor to deliver additional F&B Kiosk/Cafeteria within the building by 31st March 2024. In case there is a delay on the part of the Licensor to deliver the additional F&B Kiosk/Cafeteria by 30th April 2024, then the Licensee shall be entitled to deduct from 1st May 2024, a sum of Rs 2,00,000/- per month from the License Fees for the period of such

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delay computed on pro rata basis from the following quarterly License Fee payment cycle till F&B Kiosk/ Cafeteria becomes operational. The Licensor shall make diligent efforts to enhance and upgrade essential common areas of the building including the façade, Auditorium, Parking tower, and other necessary building upgrades, over a span of 18-24 months from the License

Commencement date. It is important to note that all additional amenities



and upgrades within the building are subject to regulatory approval.

31. JURISDICTION:

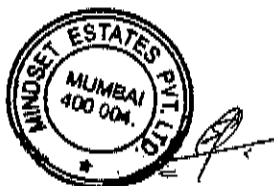
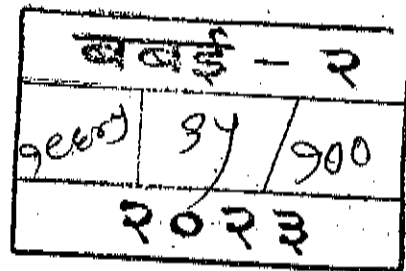
The License shall be governed by Indian Law and the Competent Courts in Mumbai alone shall have exclusive jurisdiction in respect of any dispute arising out of or in connection with this Agreement.

32. The original of the agreement (duly stamped) shall be registered and retained by the Licensor only; however, one set of the registered agreement duly certified as true copy by the notary shall be made available to the Licensee.

33. This Agreement supersedes all previous writings and understanding and any modifications under these presents shall be effective only if the same is reduced in writing and signed by both the Parties.

34. Each Party shall bear its own legal costs.

35. The recitals to this Agreement form an integral part and operative part of this Agreement. ✓



✓ **FIRST SCHEDULE ABOVE REFERRED TO:**
(Description of the said Property)

ALL THOSE pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as "Ruby House" situate lying and being at Dadar bearing Cadastral Survey No.231 and 1/231 of Mahim Division and Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (final) admeasuring 12204.58 sq. mts within the Registration District of Mumbai and bounded as follows:



SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the Licensed Premises)

Premises on the 23rd Floor (26th Floor as per MCGM Plans) having aggregate usable carpet area of 13,423 sq. ft. i.e. 1,247 sq. mts. and agreed chargeable area of 22,372 sq. ft. as shown on the floor plan annexed hereto and marked as **Annexure "D"** sanctioned for commercial user as approved under the DCPR 2034 and the Part Occupation Certificate dated 12th January 2022 in the building known as the Ruby standing on land more particularly described in the First Schedule hereinabove referred to.

SIGNED AND DELIVERED BY)

the within named LICENSOR)



Mindset Estate Pvt. Ltd, pursuant to)

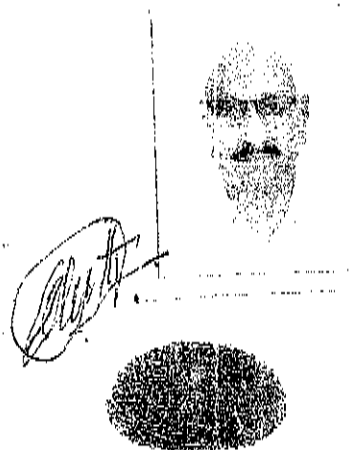
The resolution passed at the Board of)

Directors Meeting held on _____)

in the presence of...)

Handwritten stamp with Marathi text 'बस' and '2023', and a signature 'अनिल'.

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2. 



✓ SIGNED AND DELIVERED BY)
 the within named Licensee)
 Cathay Pacific Airways Ltd.)
 through the hand of its Director)
Rakesh Raicar)
 pursuant to the resolution passed)
 at the _____ Meeting)
 held on _____)
 in the presence of...)

CENTRAL PACIFIC AIRWAYS LIMITED

Rakesh Raicar
 Regional General Manager
 South Asia, Middle East and Africa



1. Dyhan

2. [Signature]



SIGNED AND DELIVERED BY)
 The within named Owner/Confirming Party)
 The Ruby Mills Ltd.)
 pursuant to the resolution passed)
 at the Board of Directors Meeting)
 held on _____)
 in the presence of...)



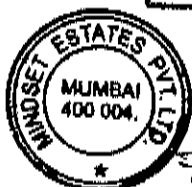
[Signature]

1. KARAN SHAM hshah

2. [Signature]



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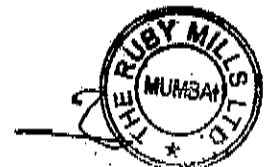
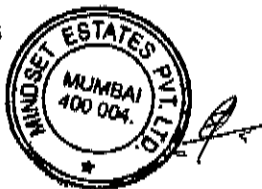
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Annexure "A"

Year	License Fee Free days
First year	120 (from 01 st August 2023 to 30 th November 2023)
Second year	0
Third year	0
Fourth year	60 (from 01 st August 2026 to 30 th September 2026)
Fifth year	75 (from 01 st August 2027 to 15 th October 2027)



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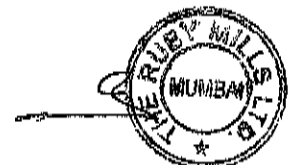
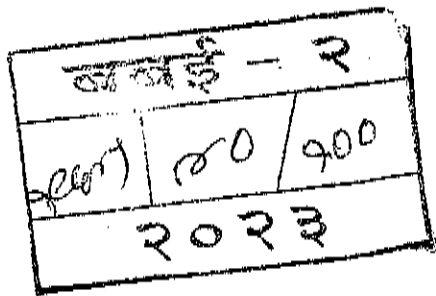


✓ Annexure "B"

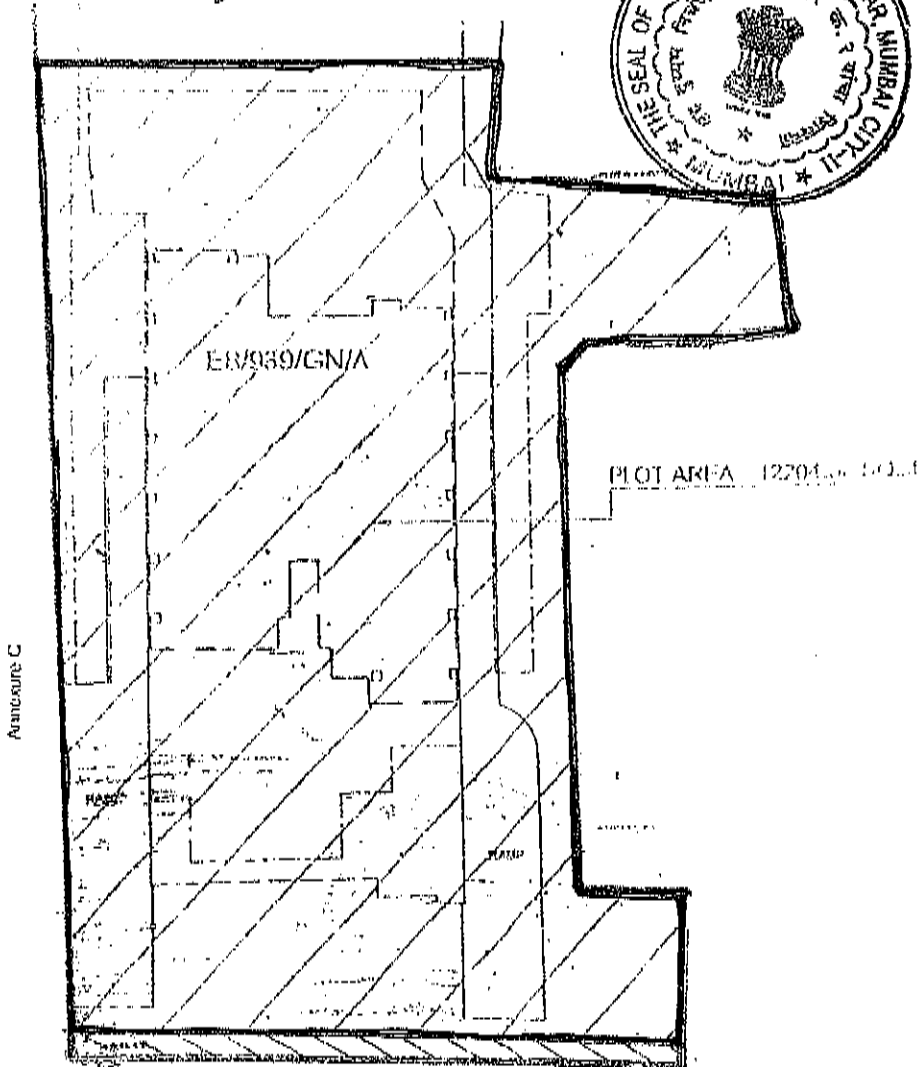
Monthly License Fees with break-up details

Year	License Fee per sft/month on Chargeable area	CAM Charges per sft/month on Chargeable area	Total Monthly License Fees per sft/month on Chargeable area
1	162	18	180
2	169.29	18.81	188.10
3	176.90	19.66	196.56
4	184.86	20.54	205.40
5	193.18	21.46	214.64

✓



ANNEXURE 'C'



BLOCK PLAN
SCALE 1:200

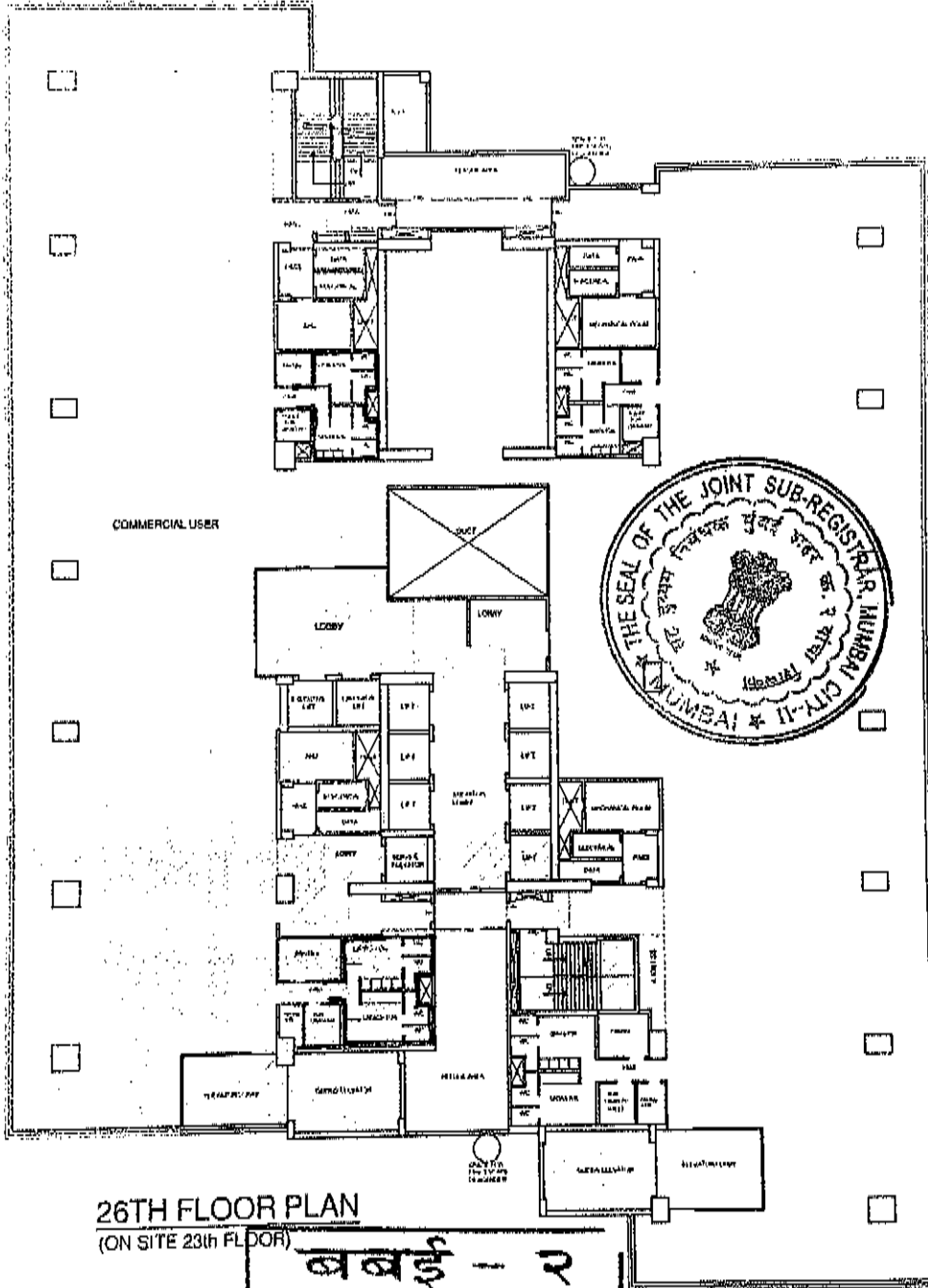
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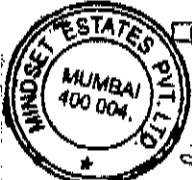
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Annexure - D

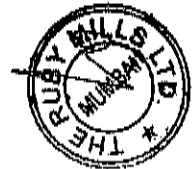


26TH FLOOR PLAN
(ON SITE 23th FL DOR)

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☐ - Toilet Area ✓





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Wednesday, October 10, 2012

पावती

Original/Duplicate

10:44 AM

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 9970 दिनांक: 10/10/2012

गावाचे नाव: माहिम

दस्तऐवजाचा अनुक्रमांक: बबई-3-8396-2012

दस्तऐवजाचा प्रकार: मुखत्यारनामा

सादर करणाऱ्याचे नाव: भरत एम शहा

नोंदणी फी: ₹. 100.00

दस्तावाकळणी फी: ₹. 320.00

बटाएवढी: ₹. 20.00

DELIVERED

मुद्रांची संख्या: 10

एकूण: ₹. 440.00

गावपास हा दस्तऐवज अवाजे 11:04 AM हा मेकेस प्रिंटेस

सहा. हुप्यम निर्बंधक, मुंबई-3

मुंबई निलंबक

सोबदना: ₹. 0/-

बाजार मूल्य: ₹. 0/-

भरलेले मुद्रांक शुल्क: ₹. 500/-

मुद्रांक तियम: (48-ड) (अ) व (ग) धरीत व इतर कोणत्याही प्रकरणात

1) देयकाचा प्रकार: By Cash रकम: ₹. 340/-

2) देयकाचा प्रकार: By Cash रकम: ₹. 100/-

DELIVERED



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Customer's Copy
THE KAPOL CO-OP. BANK LTD.
 FRANKING DEPOSIT SLIP

Branch: 383435
 Pay to: Acct. Stamp Duty Document No. 228/12

Franking Value Delivered Rs. 500/-
 Service Charges Sr. No. Rs. 10/-
 TOTAL Rs. 510

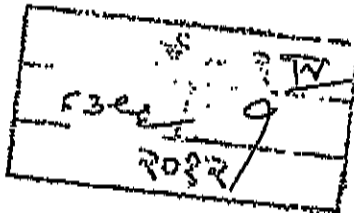
Name & Address of the Stamp duty paying party
 Mr. Bharat M. Shah
 Ruby House, J.K. Sawant Marg, Dadar, Mumbai - 400 028

Tel./ Mobile No. 9822999977

Desc. of the Document P.O.

DD/Cheque No. 124 MS 121
 Drawn on Bank (For Bank's Use Only)

Tran ID A254 Rs. PL 446 Rs.
 Franking Sr. No. 512 80145
 Officer



POWER OF ATTORNEY

THE KAPOL CO-OP. BANK LTD.
 1155, Panchsheel, Dadar, Mumbai - 400 028
 Branch: Dadar
 Branch Manager: Mr. S. S. Patil
 Branch Telephone: 22822222
 Branch Fax: 22822222
 Branch E-mail: kapol@kapol.coop.bank.in

~~(AUTHENTIC SIGNATURE)~~

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, MR. BHARAT M. SHAH, JOINT MANAGING DIRECTOR and MR. PURAV H. SHAH, PRESIDENT OF THE RUBY MILLS LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Ruby House, J.K. Sawant Marg, Dadar, Mumbai - 400 028 (hereinafter called 'The Company'), SEND GREETINGS:

WHEREAS:

- (a) The Company is executing various Agreements for Sale and Leave and premises and various undertakings and affidavits in connection with the property that has developed and on the terms and conditions set out therein.

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 23
 2023

एक मुद्रांक दिवंग धातु क्लयसेट संयुक्तरी संपादने
 रिकॉर्ड/मॉडेलीय प्रमाणिक संकेत प्रमाणिक
 संकेत सादर येव नयेर आदरुत आता.

20/10/23
 तिथि -

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 का. ६
 मुद्रांक सं. - ६

Use of Instrument	Power of Attorney
Registration Details	Registrable / Non-Registrable
Registration Number (S. No.)	80145
Instrument Value (Estimated Value)	500/-
Instrument Type (Contract/Deed)	Mr. Chand M. Shek
Instrument Date	
Instrument Description	FIVE FIVE INK ON THE K POL CO. OF. BANK LTD. FOR 2023
Authorized Person's Full Signature	(AUTHORISED SIGNATORY)

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 2023



(b) The property referred to in recital (a) above is known as -

"The Ruby", situated at 29, Senapati Bapat Marg, (Tulsi Pipe Road), Dadar (West), Mumbai-400 028 and "Ruby House", J. K. Sawant Marg, Dadar (West), Mumbai 400 028, (here in after referred to as "The Property"), more particularly described in the Schedule hereto.

(c) The company authorized, by a resolution dated 14th August, 2012, MR. BHARAT M. SHAH- Joint Managing Director and MR. PURAV H. SHAH- President, to sign singly the said various deeds, agreements, affidavits, etc. and executed in favor of - MR. PANKAJ J. PARKHIYA- Company Secretary, MR. RAJARAM K. PALANDE, Employee of the Company, MR. JADAVPRASAD G. VYAS -Assistant Administrative Officer and MR. ROHITAKSHA S. KOTIAN Employee of the Company.

NOW KNOW YE THESE PRESENTS WITNESS THAT WE, MR. BHARAT M. SHAH, Joint Managing Director and MR. PURAV H. SHAH-President of THE RUBY MILLS LIMITED, do hereby nominate, constitute and appoint-

(1) MR. PANKAJ J. PARKHIYA- Company Secretary, (2) MR. RAJARAM K. PALANDE, Employee of the Company and (3) MR. JADAVPRASAD G. VYAS - Assistant Administrative officer, (4) MR. ROHITAKSHA S. KOTIAN, Employee of the Company, as our true and lawful attorney to severally do all or any of the following acts, deeds and things whether in our name or in the name of the said attorney viz:-

1. To appear before Registrar-Sub-Registrar of Assurances or any Officer or Officers for the time being appointed under law relating to the registration of agreement for sale and Leave and License Agreements or document which is executed by us, for creation and/or satisfaction of charge and necessary forms and papers relating to the of the Sale/Leave and License/Mortgage deeds of the property, more fully described in the Schedule.

2. To declare the value of the property before the Sub-Registrar for purposes of registration of the said sale /Leave and License/Mortgage deeds of the property set out there in the Schedule.

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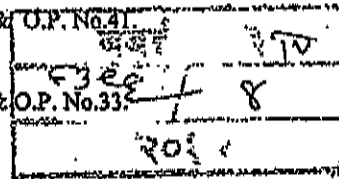
3. To appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the law relating to the registration to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and delivered by us.

AND we hereby for ourselves, our successors and assigns agree to ratify and confirm all and whatsoever our said attorney shall or purport to do or cause to be done by virtue of these presents.

SCHEDULE OF THE PROPERTY HEREIN ABOVE REFERRED TO

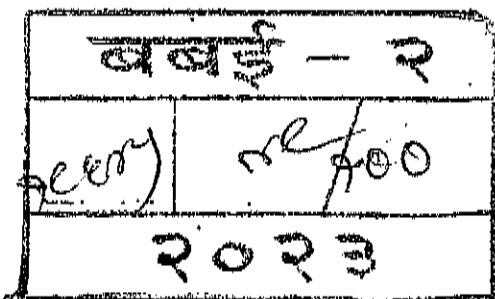
ALL THOSE pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as "The Ruby" and "Ruby House" situate lying and being at Dadar bearing Cadastral Survey No.231 and 1/231 of Mahim Division and Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (final) admeasuring 26082.15 sq.mts within the Registration District of Mumbai and bounded as follows:-

- On or towards the East by : Senapati Bapat Marg.
- On or towards the West by : J.K. Sawant Marg.
- On or towards the North by : Partly by Bal Govindas Marg and partly by R-Zone Final Plot Nos.30, 34, 36 & O.P. No.41.
- On or towards the South by : R-Zone Final Plot No. 28 & O.P. No.33.



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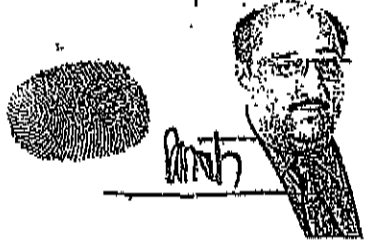
IN WITNESS WHEREOF we have hereunto set our hand and seal aforesaid this 5th day of October, 2012

SIGNED SEALED AND DELIVERED BY)

For THE RUBY MILLS LTD.

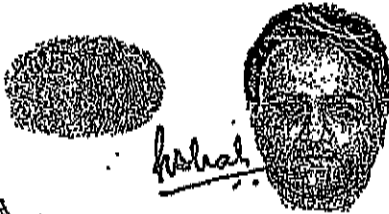
THE UNDERSIGNED:)

MR. BEHARAT M. SHAH
JT. MANAGING DIRECTOR



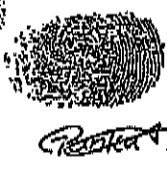
1.

x MR. PURAV H. SHAH
PRESIDENT



IN THE PRESENCE

ACCEPTED
1. MR. PANKAJ J. PARKHI

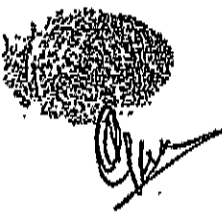


2. MR. RAJARAM K. PALANDE



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3. MR. JADAVPRASAD G. VYAS



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4. MR. ROHITAKSHA S. KOTIAN



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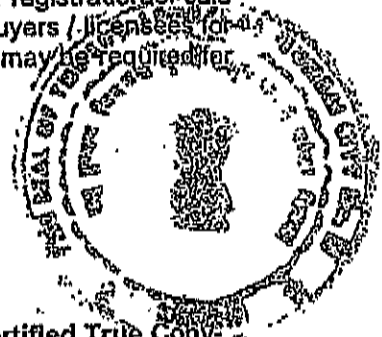
The Ruby Mills Ltd.

RUBY HOUSE, J. K. SAWANT, MARG, DADAR, MUMBAI 400 028.

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE 178TH MEETING OF BOARD OF DIRECTORS OF THE RUBY MILLS LIMITED HELD ON TUESDAY, THE 14TH AUGUST, 2012 AT RUBY HOUSE, 11TH FLOOR, J.K. SAWANT MARG, DADAR(W), MUMBAI 400028.

"RESOLVED THAT Mr. Bharat M Shah, Joint Managing Director be and is hereby authorized to execute and deliver a Power of Attorney in favor of Mr. Pankaj Parkhiya- Company Secretary, Mr. Jadavprasad G. Vyas- Assistant Administrative Officer, Mr. Rajaram K. Palande, Employee of the Company and Mr. Rohitaksha S. Kotian, Employee of the Company to make appearance before the Sub-Registrar & other Government authorities for the purpose of registration of sale deeds and / or premises to be offered on leave and license to prospective buyers / licensees for and on behalf of the Company and to do all such acts, deeds and things as may be required for the purpose of registering said documents."

"RESOLVED FURHTER THAT Mr. Purav H. Shah, President be and is hereby authorized to execute and deliver a Power of Attorney in favor of Mr. Pankaj Parkhiya- Company Secretary, Mr. Jadavprasad G. Vyas- Assistant Administrative Officer, Mr. Rajaram K. Palande, Employee of the Company and Mr. Rohitaksha S. Kotian, Employee of the Company to make appearance before the Sub-Registrar & other Government authorities for the purpose of registration of sale deeds and / or premises to be offered on leave and license to prospective buyers / licensees for and on behalf of the Company and to do all such acts, deeds and things as may be required for the purpose of registering said documents."



-Certified True Copy
For The Ruby Mills Limited

(Pankaj Parkhiya)
Company Secretary



Place: Mumbai
Date: 4th October, 2012

(Handwritten initials)

वर्क - २
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वर्क - २
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PHONE : +91-22-2438 7800 / 3099 7800 • FAX : +91-22-2437 8125 • EMAIL : info@rubymills.com

PERMANENT ACCOUNT NUMBER
AJQPS0391D

नाम / NAME
BHARAT MANHARLAL SHAH

पिता का नाम / FATHER'S NAME
MANHARLAL CHUNILAL SHAH

जन्म तिथि / DATE OF BIRTH
15/08-1959

[Redacted Signature Area]

अधीक्षक-सहायक (सिस्टम ऑपरेशन्स)
 Commissioner of Income-tax (System Operations)

Bhb



Bhb

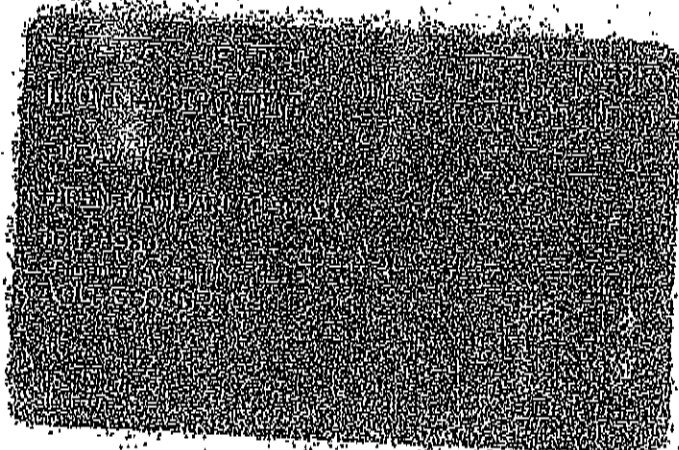


CERTIFIED TRUE COPY
[Signature]
KRANTI SIDRUK
 Associate High Court

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Shaw
KRANTI SIDRUK
 Advocate High Court

बळई - २
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२०२३

घोषणापत्र

मी. 21/11/14 याद्वारे घोषित करतो कि
दुय्यम निबंधक 3-2 यांचे कार्यालयात 1.9.14
या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. म.स.स.
शा.स. व इ. यांनी दि. 5.10.14 रोजी मला
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे
निष्ठापित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार
यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार
व्यक्तिपैकी कोणीही मसत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे
कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध
असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे दस्त नोंदणीचे
आढकून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी
पात्र राहिन याची मला जाणीव आहे.



L. K. Lalonde
कुलमुखत्यारपत्रधारकाचे नाव व सही

बळई - २	
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बवड - २
२०२३ / १००
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प्राप्त

पावती

Original/Duplicate

Wednesday, October 10, 2012

नोंदणी क्र.: 39म

10:44 AM

Regn.: 39M

पावती क्र.: 9970 दिनांक: 10/10/2012

भावाचे नाव: माहिम

दस्तऐवजाचा अनुक्रमांक: बवई-3-8396-2012

दस्तऐवजाचा प्रकार: मुखत्यारामा

सादर करणाऱ्याचे नाव: भरत एम शहा

नोंदणी फी

₹. 100.00

दस्तऐवजाची फी

₹. 320.00

दादा फी

₹. 20.00

DELIVERED

मुद्राची संख्या: 16

एकूण

₹. 440.00

आपणास हा दस्तऐवज अवाजे 11:04 AM हा त्रेकेस मिळेल

सहाय्यक निबंधक, मुंबई-3

मुख्य निबंधक

मुंबई-3

मुंबई शहर क्र. ३

बाजार मूल्य: ₹. 0/-

भरलेले मुद्रांक शुल्क: ₹. 500/-

मुद्रांक नियम: (48-ए) (ब) तें (ग) खेरील @ इतर कोणत्याही प्रकरणात

1) देयकाचा प्रकार: By Cash रकम: ₹ 340/-

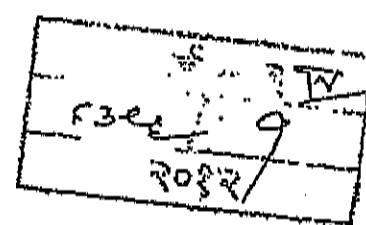
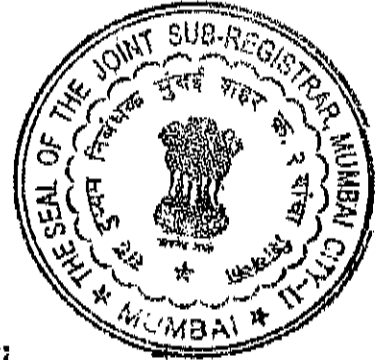
2) देयकाचा प्रकार: By Cash रकम: ₹ 100/-

DELIVERED



बवई - २
१९ / १००
२०२३

Customer's Copy	
THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP	
Branch:	383435
Pay to: Acct. Stamp Duty	Document No. 22/8/12
Franking Value	Delivered Rs. 500/-
Service Charges	Rs. 10/-
TOTAL	Rs. 610
Name & Address of the Stamp duty paying party	
Mr. Bharat M. Shah Ruby House, J.K. Sawant Marg, Dadar, Mumbai - 400 028	
Tel./ Mobile No.	982039999
Desc. of the Document	POA
DD/Cheque No.	125 NIS
Drawn on Bank	RECEIVED
(For Bank's Use Only)	
Tran ID	A254 Rs.
Franking Sr. No.	PL-446 Rs.
	80145
	Officer



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, MR. BHARAT M. SHAH, JOINT MANAGING DIRECTOR and MR. PURAV H. SHAH, PRESIDENT OF THE RUBY MILLS LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Ruby House, J.K. Sawant Marg, Dadar, Mumbai-400 028 (hereinafter called 'The Company'), SEND GREETINGS:

WHEREAS:

- (a) The Company is executing various Agreements for Sale and Lease and premises and various undertakings and affidavits in connection with the property that has developed and on the terms and conditions set out therein.

(Handwritten signature)

बचत - २
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THE KAPOL CO-OP. BANK
 AUTHORIZED SIGNATORY
 80145
 186600
 AUG 28 2012
 0605004-895506
 15:51
 BAKKARASOTRA

INDIA
 80145
 186600
 AUG 28 2012
 0605004-895506
 15:51
 BAKKARASOTRA



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'समस्त मुद्रांक' शिष्टीकरण याचकाने द्यावयाची घणाली
 एकदिवसा/संशोधित/सहीसुध्दा/अधिकारि यांना प्रत्यक्षीकरण
 शिष्टीकरण सादर. याच बंधन अकार्युन आसा.

लिपिक -

घडी
 घडी घड्याल
 घडी घड्याल

Power of Attorney	Regulatable / Non-Regulatable
Name of Donor/Grantor (Registrable Name of Donor)	80145
Name of Donee/Grantee (Registrable Name of Donee)	5001
Name of the Party (Name of the Party)	Mr. Bharat M. Shelk
Address of Donor/Grantor (Address of Donor/Grantor)	
Address of Donee/Grantee (Address of Donee/Grantee)	
Signature of Donor/Grantor (Signature of Donor/Grantor)	Five Hundred on THE KAPOL CO-OP. BANK LTD. FORT BRANCH
Signature of Donee/Grantee (Signature of Donee/Grantee)	(AUTHORISED SIGNATORY)

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(b) The property referred to in recital (a) above is known as -

"The Ruby", situated at 29, Senapati Bapat Marg, (Tulsi Pipe Road), Dadar (West), Mumbai-400 028 and "Ruby House", J. K. Sawant Marg, Dadar (West), Mumbai 400 028, (here in after referred to as "The Property"), more particularly described in the Schedule hereto.

(c) The company authorized, by a resolution dated 14th August, 2013, MR. BHARAT M. SHAH- Joint Managing Director and MR. PURAV H. SHAH- President, to sign singly the said various deeds, agreements, affidavits, etc. and execute the following of Attorney in favor of - MR. PANKAJ J. PARKHIYA- Company Secretary, MR. RAJARAM K. PALANDE, Employee of the Company, MR. JADAVPRASAD G. VYAS -Assistant Administrative Officer and MR. ROHITAKSHA S. KOTIAN Employee of the Company.

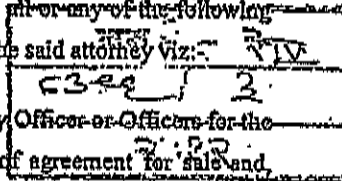
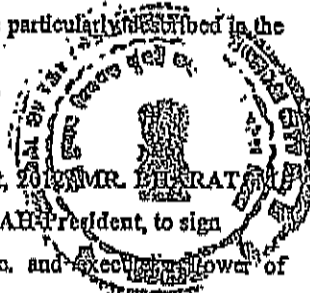
NOW KNOW YE THESE PRESENTS WITNESS THAT WE, MR. BHARAT M. SHAH, Joint Managing Director and MR. PURAV H. SHAH- President of THE RUBY MILLS LIMITED, do hereby nominate, constitute and appoint-

(1) MR. PANKAJ J. PARICHIYA- Company Secretary, (2) MR. RAJARAM K. PALANDE, Employee of the Company and (3) MR. JADAVPRASAD G. VYAS - Assistant Administrative officer, (4) MR. ROHITAKSHA S. KOTIAN, Employee of the Company, as our true and lawful attorney to severally do any or any of the following

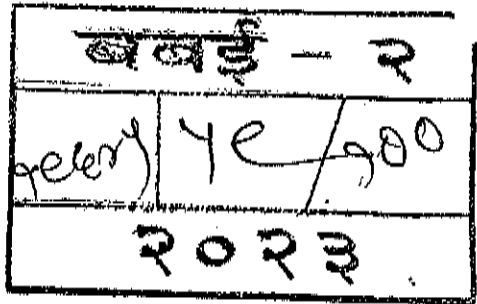
acts, deeds and things whether in our name or in the name of the said attorney viz:-

1. To appear before Registrar-Sub-Registrar of Assurances or any Officer or Officers for the time being appointed under law relating to the registration of agreement for sale and Leave and License Agreements or document which is executed by us, for creation and/or satisfaction of charge and necessary forms and papers relating to the of the Sale/Leave and License/Mortgage deeds of the property, more fully described in the Schedule.

2. To declare the value of the property before the Sub-Registrar for purposes of registration of the said sale /Leave and License/Mortgage deeds of the property set out there in the Schedule.



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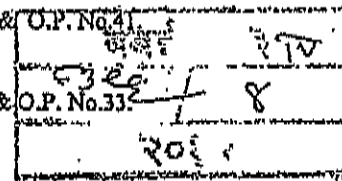
3. To appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the law relating to the registration to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and delivered by us.

AND we hereby for ourselves, our successors and assigns agree to ratify and confirm all and whatsoever our said attorney shall or purport to do or cause to be done by virtue of these presents.

SCHEDULE OF THE PROPERTY HEREIN ABOVE REFERRED TO

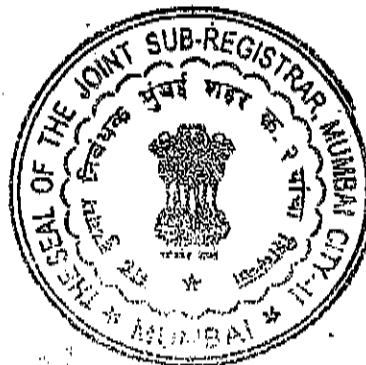
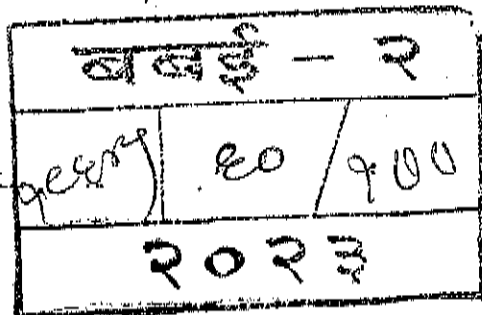
ALL THOSE pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as "The Ruby" and "Ruby House" situats lying and being at Dadar bearing Cadastral Survey No.231 and 1/231 of Mahim Division and Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (final) admeasuring 26082.15 sq.mts within the Registration District of Mumbai and bounded as follows:-

- On or towards the East by : Senapati Bapat Marg.
- On or towards the West by : J.K. Sawant Marg.
- On or towards the North by : Partly by Bal Govindas Marg and partly by R-Zone Final Plot Nos.30, 34, 36 & O.P. No.41
- On or towards the South by : R-Zone Final Plot No. 28 & O.P. No.33



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IN WITNESS WHEREOF we have hereunto set our hand and seal aforesaid this 5th day of October, 2012

SIGNED SEALED AND DELIVERED BY)
THE UNDERSIGNED:)
MS)
MR. BEARAT M. SHAH)
JT. MANAGING DIRECTOR)

For THE RUBY MILLS LTD.


Beahat


1. hshah
MR. PURAV H. SHAH
PRESIDENT


hshah


IN THE PRESENCE



ACCEPTED
1. MR. PANKAJ J. PARKHI




Parkhi




2. MR. RAJARAM K. PALANDE




R. Palande

बसई - २
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3. MR. JADAVPRASAD G. VYAS


J. Vyas

२०१२

4. MR. ROHITAKSHA S. KOTIAN


R. Kotian


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बसई - २	
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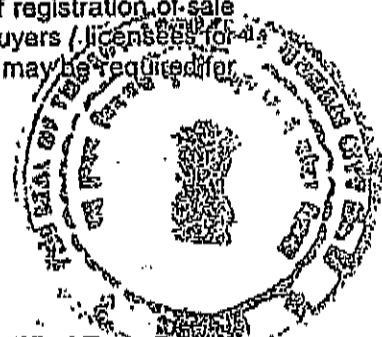
The Ruby Mills Ltd.

RUBY HOUSE, J. K. SAWANT, MARG, DADAR, MUMBAI 400 028.

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE 178TH MEETING OF BOARD OF DIRECTORS OF THE RUBY MILLS LIMITED HELD ON TUESDAY, THE 14TH AUGUST, 2012 AT RUBY HOUSE, 11TH FLOOR, J.K. SAWANT MARG, DADAR(W), MUMBAI 400028.

"RESOLVED THAT Mr. Bharat M Shah, Joint Managing Director be and is hereby authorized to execute and deliver a Power of Attorney in favor of Mr. Pankaj Parkhiya- Company Secretary, Mr. Jadavprasad G. Vyas- Assistant Administrative Officer, Mr. Rajaram K. Palande, Employee of the Company and Mr. Rohitaksha S. Kotian, Employee of the Company to make appearance before the Sub-Registrar & other Government authorities for the purpose of registration of sale deeds and / or premises to be offered on leave and license to prospective buyers / licensees for and on behalf of the Company and to do all such acts, deeds and things as may be required for the purpose of registering said documents."

"RESOLVED FURTHER THAT Mr. Purav H. Shah, President be and is hereby authorized to execute and deliver a Power of Attorney in favor of Mr. Pankaj Parkhiya- Company Secretary, Mr. Jadavprasad G. Vyas- Assistant Administrative Officer, Mr. Rajaram K. Palande, Employee of the Company and Mr. Rohitaksha S. Kotian, Employee of the Company to make appearance before the Sub-Registrar & other Government authorities for the purpose of registration of sale deeds and / or premises to be offered on leave and license to prospective buyers / licensees for and on behalf of the Company and to do all such acts, deeds and things as may be required for the purpose of registering said documents."



-Certified True Copy-
For The Ruby Mills Limited

(Pankaj Parkhiya)
Company Secretary

Place: Mumbai
Date: 4th October, 2012

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(P)

लवई - ३
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PERMANENT ACCOUNT NUMBER
AJQPS0391D

नाम / NAME
BHARAT MANHARLAL SHAH

पिता या माता / FATHER'S NAME
MANHARLAL CHUNILAL SHAH

जन्म तिथि / DATE OF BIRTH
15/08-1959

साक्षर / सही (Signature)
 Commissioner of Income-tax (Operations)

Bhab



Bhab

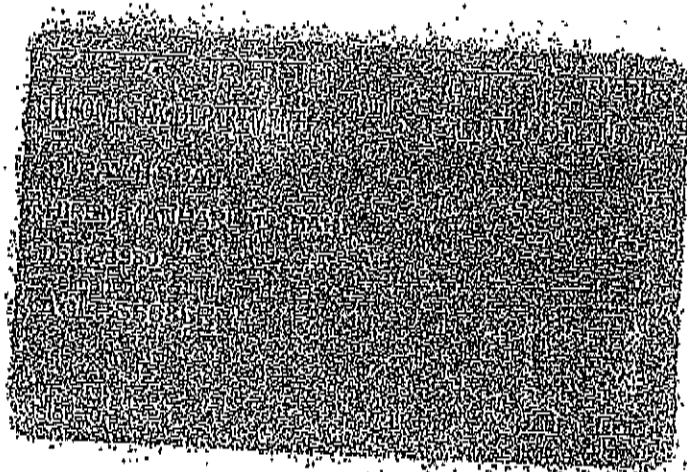


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Star
KRANTI SIDRUK
 Advocate High Court.

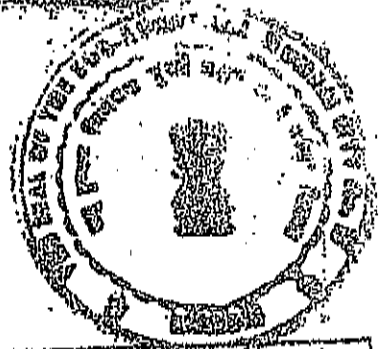
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बळई - २
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CERTIFIED TRUE COPY
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KRANTI SIDRUK
 Advocate High Court

व्यक्ति - २
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घोषणापत्र

मी. Rakesh Raut याद्वारे घोषित करतो कि

दुय्यम निबंधक M. S. R. यांचे कार्यालयात 1/2

या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. Jayanna

Dev व इ. यानी दि. 23/12/23 रोजी मला

दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे

निष्पापित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार

यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार

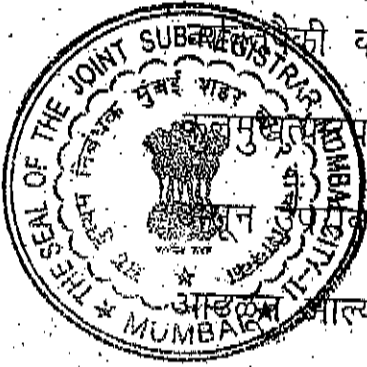
कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे

कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध

आढळून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे दस्त

आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी

पात्र राहिन याची मला जाणीव आहे.



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कुलमुखत्यारपत्रधारकांचे नाव व सही

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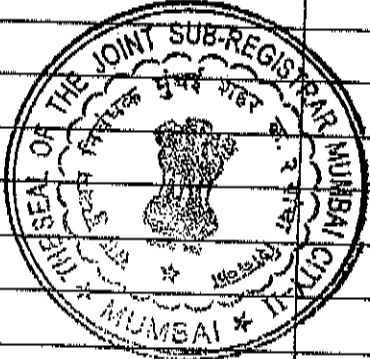
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CHALLAN
MTR Form Number-6

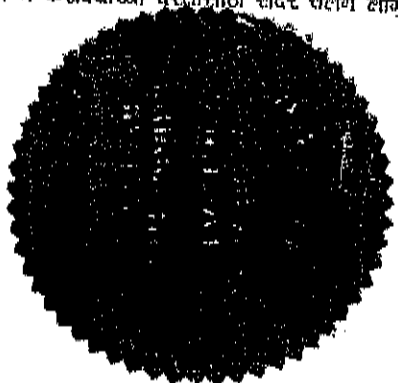
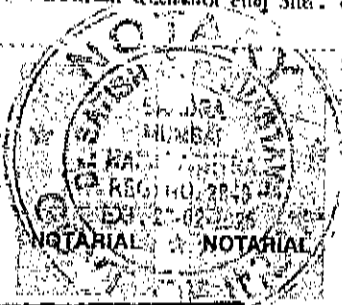
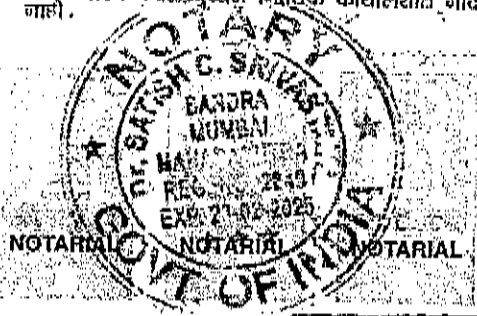


GRN	MH017644120202223E	BARCODE	[Barcode]		Date	28/03/2023-12:26:55	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only			TAX ID / TAN (If Any)				
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1			PAN No.(If Applicable)				
Location	MUMBAI			Full Name	CATHAY PACIFIC AIRWAYS LIMITED			
Year	2022-2023 One Time			Flat/Block No.				
Account Head Details		Amount In Rs.	Premises/Building					
0030056201 General Stamps		500.00	Road/Street					
			Area/Locality					
			Town/City/District					
			PIN					
			Remarks (If Any)					
			STAMP DUTY FOR POA DT 23-02-23 BY CATHAY PACIFIC AIRWAYS LIMITED TO MR RAKESH RAICAR					
Total		500.00	Amount In	Five Hundred Rupees Only				
			Words					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN	Ref. No.	00040572023032876966	IK0CED8FZ2			
Cheque/DD No.		Bank Date	RBI Date	28/03/2023-12:24:28	Not Verified with RBI			
Name of Bank		Bank-Branch		STATE BANK OF INDIA				
Name of Branch		Scroll No. , Date		Not Verified with Scroll				



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चालन केवल दस्तावेज निलंबित कार्यालयों में ही कक्षाव्याप्य दस्तावेजों के लिए मान्य है। निलंबित न कक्षाव्याप्य दस्तावेजों के लिए चालन मान्य नहीं।

Mobla No. : 7045137361



बबई - २

Page 1/1

2023

Print Date 28-03-2023 12:28:41

We, **CATHAY PACIFIC AIRWAYS LIMITED**, (hereinafter referred to as "the Company") of 33rd Floor, One Pacific Place, 88 Queensway, Hong Kong; a company incorporated and organised under the laws of Hong Kong, hereby revoke with effect from 1st June 2022, the Power of Attorney granted to Mark Justin Patrick SUTCH on 14th August 2017 and nominate, constitute and appoint with effect from 1st June 2022 **Rakesh RAICAR** residing at Flat No. 1,2 & 3 on 14th Floor, Steesha Building, Mount Mary Road, Bandra West, Mumbai - 400 050 and having his employment address at Unit 401 & 402, Piramal Towers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013, to be the true and lawful Attorney in fact and at law of the Company in the **Union of India** for and in the name and on behalf of the Company to execute and perform in the **Union of India**, all or any of the following acts, deeds, matters and things pertaining to the business of the Company in **Union of India**, namely:

1. To carry on manage and/or conduct all the businesses and affairs in which the Company is now or may hereafter be engaged and/or to do everything necessary or expedient in the establishment, development and management of such businesses and affairs.

To engage, dismiss and/or remunerate officers, employees and servants of every description, whether manual, clerical, technical, skilled, unskilled or otherwise and/or to engage, retain, employ, terminate, revoke, dismiss, authorise and/or remunerate experts or technical or professional advisers, bankers, brokers, architects, valuers, lawyers, accountants, all on such terms as may be considered necessary or expedient.

and/or receive all moneys due and/or keep and prepare the necessary books, including accounts or such accounts, profit and loss accounts and/or balance sheets, to initiate, open, sign and/or conduct correspondence/communication and/or to make official or informal applications of any kind and/or negotiate any arrangements to make and/or sign applications, file forms, documents and/or any papers with the appropriate Government departments, local or public bodies or any authorities (Govt or semi Govt) or other competent authorities (including Reserve Bank of India, Company Registry, Tax Offices and/or other Government officers at the State or central level etc.).

4. To ask, demand, sue for, enforce payment of, recover, receive and/or give good and sufficient receipts, releases, discharges and indemnities for and/or in respect of all property, money, shares, securities and/or rights and/or to compound, compromise, submit to arbitration or abandon claims.
5. To operate on any subsisting/existing banking or other account and/or to open, operate any new banking or other account and/or to draw, sign, make, accept, execute, endorse, discount, negotiate, retire, pay, satisfy, issue and/or assign any cheques, drafts, bills of exchange, promissory notes, electronic transfers, interest and/or dividend warrants and/or any other negotiable or transferable instruments or securities or document.
6. To enter into a contract with any bank/institution/entity to hire a safe deposit locker and/or to operate the same.

वयड - २	
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7. To sign, make, enter into, carry out, modify or cancel, all manner/types of contracts and/or arrangements, in relation to moveable or immoveable property, actionable claims or any other rights or interests including telephones and/or to effect and/or maintain insurances on moveable and/or immoveable properties and/or insurances against risks loss and liability generally.
8. To sign, make, execute, swear, declare, register, advertise, do and perform all deeds, declarations, affidavits, applications, notices, petitions, appeals, writings acts, matters and/or things whatsoever necessary or expedient for the registration and protection of any trademarks, tradenames, brands or labels and for the day to day administration of the Company's business.
9. To give, vary, revoke instructions as to the manner in which any moneys payable (whether periodically or otherwise) shall be paid or dealt with. To make, sign and/or submit any tax returns and/or seek necessary information in relation to any kind of proceedings or concerning direct or indirect tax on income, revenues, profits or capital and taxation, generally.
10. To institute, prosecute, file, sign, lodge, defend, oppose, appear, appeal, compromise, refer to arbitration, abandon, file consent terms, compound, withdraw, any suits, appeals, affidavits, applications, petitions or any court or legal proceedings, and to depose, give or lead evidence, submit to judgment, proceed to judgment and execution or become non-suited in any legal proceedings and demands (all any issues or matter including trademarks, tradenames, trade-property or any IPR and passing-off actions and revenue proceedings relating to customs or excise duties or other indirect taxes, tax on sales or tax on income, profits and capital and taxation generally or otherwise) and/or to accept service of notices, summons, documents, writings, or processes and/or to give security or indemnities, to pay money into Court and/or to obtain payment of money lodged or deposited in Court. And also in connection with any proceedings or demand as aforesaid, to retain, employ, revoke, dismiss and/or remunerate advocates, attorneys, lawyers, accountants, valuers and/or to sign and give warrants, vakalatnamas and other necessary authorities and/or such retainers and/or authorisation, from time to time at pleasure and/or to revoke.
11. To purchase, sign and/or execute Leave and Licence agreement, take on lease or on hire or in exchange or otherwise acquire and hold any lands, buildings, tenements, premises, godowns, warehouses, flats, garages, goods, chattels, effects rights, concessions or other moveable or immoveable property whatsoever and to sell, transfer, convey, assign, exchange, release, relinquish, extinguish, surrender, give up or otherwise dispose of or deal or transfer or to manage or superintend the management of, or to repair, alter, improve, develop, erect upon, pull down or reconstruct, to demise, let on lease or hire, to mortgage, charge, pledge or otherwise raise or borrow money upon the security of and to execute or enforce or otherwise deal with any rights, powers or remedies in respect of any such property as aforesaid or any part or parts thereof for such consideration, security deposits or premia or at such rents fee or compensation or charges and upon such terms as may be deemed expedient.



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12. To appear before any Registrar or sub-Registrar and/or to execute/present for registration and/or admit execution of any Deeds, documents, writings, executed or to be executed for any purpose.
13. To appoint and dismiss agents or accept agents for such purposes and/or on such terms as may be thought fit.
14. For all or any of the purposes of these presents, to sign, seal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, complete record and/or perfect all/any deeds, documents, instruments and/or writings whatsoever usually or necessary or expedient, including without-prejudice to this generality, contracts conveyances, leases, mortgages, transfers, assignments, surrenders, reconveyances, re-assignments, release, agreements, pleadings, affidavits, declarations, petitions, warrants for goods, dock-warrants, delivery-orders, bills of lading, bills of entry, bond bills of entry, bond-entries, fire and marine policies of insurance, railway-receipt, bonds and certificates, guarantees, indemnities, undertakings, receipts, discharges, inventories and/or accounts and all manner of Court documents, arbitration documents and/or official petitions and applications and returns.
15. And generally to do and perform or cause to be done and performed, all acts matters and things in relation to the above premises as fully and effectually in all respects, as the Company itself could do by law.
16. From time to time, to substitute and/or appoint any person or persons, to act under or in the place of the said Attorney, in respect of all or any of the matters aforesaid and to revoke or vary or modify such substitution at his pleasure.
17. To accept on behalf of the Company, service of process and/or any notices or other documents from any statutory authority or any other person/authority.

AND the Company hereby ratifies and confirms for itself and its successors and assigns to ratify and confirm all and whatsoever the said Attorney or his substitute or substitutes shall lawfully do or cause to be done in or about the above premises, by virtue of these presents and declares that these presents shall at all times be conclusively binding in favour of third parties, who have not received notice of revocation but so that the exercise by the Company itself or any person on its behalf, from time to time of any of the powers and authorities hereby conferred, shall not be deemed to be a revocation or limitation and also that these presents shall not revoke, limit or affect the powers and authorities at present vested or which may hereafter be vested in the said Attorney or otherwise or any subsisting Power or Powers of Attorney by the Company or any person on its behalf, whether to the said Attorney or to any other person or persons in the Union of India.

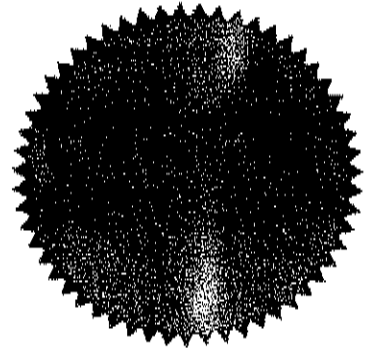


SH. C.
BANDRA
MUMBAI
REG. NO. 224
20-2023
INT

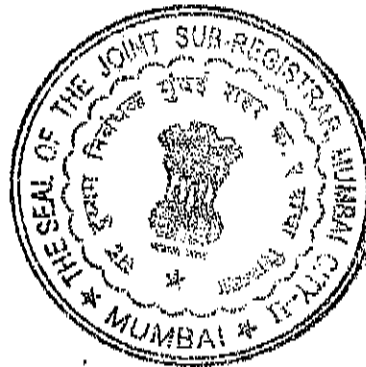
वर्क - २
१६० / १००
२०२३

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed at Hong Kong this 23rd day of February 2023.

The Common Seal of
CATHAY PACIFIC AIRWAYS LIMITED)
was hereunto affixed in the presence of:)

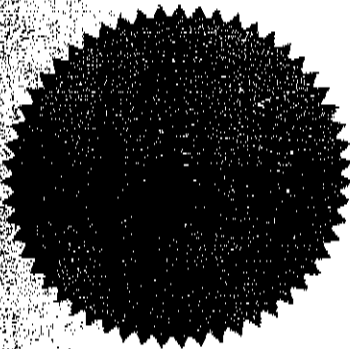


Rebecca Jane SHARPE
Director
her photo was affixed hereunder:



I hereby witness the signature of Rebecca Jane Sharpe and certify that the above photograph bears a true likeness to the said Rebecca Jane Sharpe this 23rd day of February 2023.

COLIN BERNARD COHEN
Notary Public, Hong Kong SAR
2303-7 Dominion Centre
43-59 Queen's Road East
Wanchai, Hong Kong



बवई - २	
२०२३	०९ / २००
२०२३	



[Signature]
Joanna LAI
Company Secretary
her photo was affixed hereunder:

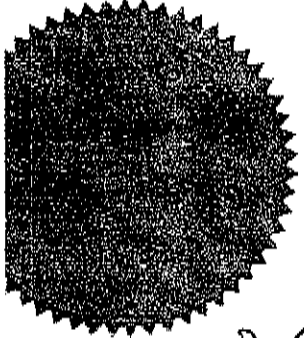


I hereby witness the signature of Joanna Lai and certify that the above photograph bears a true likeness to the said Joanna Lai this 23rd day of February 2023.

07 MAR 2023

ENDORSEMENT NO. 04709
Seen in Consular Department
Consulate General of India, Hong Kong
The Consulate General of India, Hong Kong accepts no responsibility to the contents of the above document.

COLIN BERNARD COHEN
Notary Public, Hong Kong SAR
2303-7 Dominion Centre
43-59 Queen's Road East
Wanchai, Hong Kong



[Signature]
Assistant Vice-Consul
Consulate General of India
Hong Kong

122
SPECIAL POWER OF ATTORNEY HOLDER
MA SAKHAI
P.W.C.P.A. Power of Attorney India, DOC
NOTED & REGISTERED
Sr. 777
2023

BEFORE ME

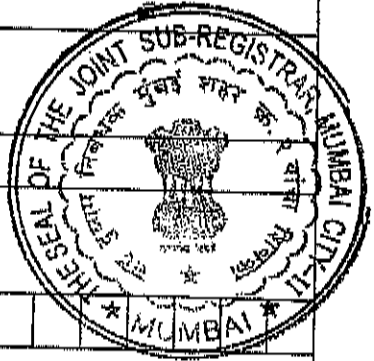
[Signature]
Dr. S. C. SRIVASTAVA
ADVOCATE & NOTARY
(Govt. of India) 79 MAR 2023



CHALLAN
MTR Form Number-6

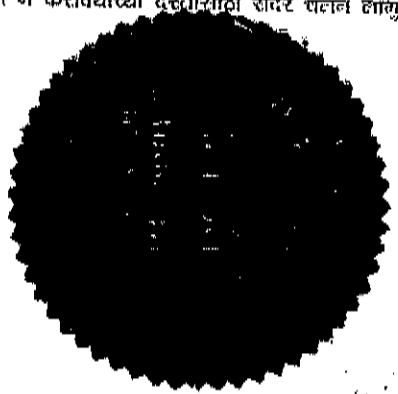
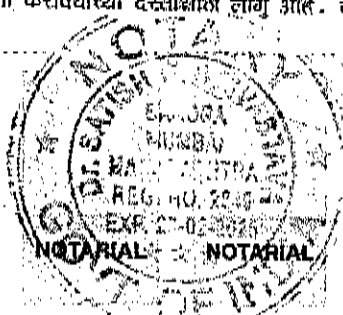


GRN	MH017644120202223E	BARCODE	Date		28/03/2023-12:26:55	Form ID
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only		TAX ID / TAN (If Any)			
Office Name	SDR1_JT SUB REGISTRAR ANDHERI NO 1		PAN No.(If Applicable)			
Location	MUMBAI		Full Name	CATHAY PACIFIC AIRWAYS LIMITED		
Year	2022-2023 One Time		Flat/Block No.			
Account Head Details		Amount in Rs.	Premises/Building			
0030056201 General Stamps		500.00	Road/Street			
			Area/Locality			
			Town/City/District			
			PIN			
			Remarks (If Any)	STAMP DUTY FOR POA DT 23-02-23 BY CATHAY PACIFIC AIRWAYS LIMITED TO MR RAKESH RAICAR		
Total	500.00	Amount in Words	Five Hundred Rupees Only			
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	00040572023032876905 IK0CEDBFZ	
Cheque/DD No.		Bank Date	RBI Date	28/03/2023	Not Verified with RBI	
Name of Bank		Bank-Branch	STATE BANK OF INDIA			
Name of Branch		Scroll No. , Date	Not Verified with Scroll			

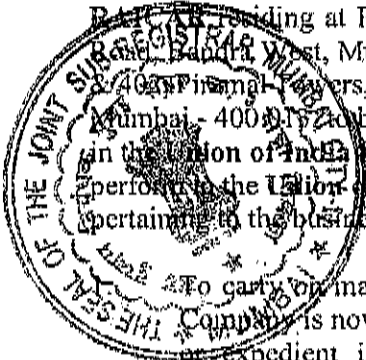


वर्क - २
500

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 7045137361
चाकर चलण केवल दुर्यग निवाक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी चाकर पत्रान लागू नाही.



We, **CATHAY PACIFIC AIRWAYS LIMITED**, (hereinafter referred to as "the Company") of 33rd Floor, One Pacific Place, 88 Queensway, Hong Kong; a company incorporated and organised under the laws of Hong Kong, hereby revoke with effect from 1st June 2022, the Power of Attorney granted to Mark Justin Patrick SUTCH on 14th August 2017 and nominate, constitute and appoint with effect from 1st June 2022 **Rakesh R. P. Deshpande** residing at Flat No. 1,2 & 3 on 14th Floor, Steesha Building, Mount Mary Road, Bandra West, Mumbai - 400 050 and having his employment address at Unit 401 402/403 Peninsula Towers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 015 to be the true and lawful Attorney in fact and at law of the Company in the Union of India for and in the name and on behalf of the Company to execute and perform in the Union of India, all or any of the following acts, deeds, matters and things pertaining to the business of the Company in **Union of India**, namely:



To carry on, manage and/or conduct all the businesses and affairs in which the Company is now or may hereafter be engaged and/or to do everything necessary or expedient in the establishment, development and management of such businesses and affairs.

2. To engage, dismiss and/or remunerate officers, employees and servants of every description, whether manual, clerical, technical, skilled, unskilled or otherwise and/or to engage, retain, employ, terminate, revoke, dismiss, authorise and/or remunerate experts or technical or professional advisers, bankers, brokers, architects, valuers, lawyers, accountants, all on such terms as may be considered necessary or expedient.
3. To pay and/or receive all moneys due and/or keep and prepare the necessary books, trading accounts or such accounts, profit and loss accounts and/or balance sheets; to initiate, open, sign and/or conduct correspondence/communication and/or to make official or informal applications of any kind and/or negotiate any arrangements; to make and/or sign applications, file forms, documents and/or any papers with/in the appropriate Government departments, local or public bodies or any authorities (Govt or semi Govt) or other competent authorities (including Reserve Bank of India, Company Registry, Tax Offices and/or other Government offices at the State or central level etc.).
4. To ask, demand, sue for, enforce payment of, recover, receive and/or give good and sufficient receipts, releases, discharges and indemnities for and/or in respect of all property, money, shares, securities and/or rights and/or to compound, compromise, submit to arbitration or abandon claims.
5. To operate on any subsisting/existing banking or other account and/or to open, operate any new banking or other account and/or to draw, sign, make, accept, execute, endorse, discount, negotiate, retire, pay, satisfy, issue and/or assign any cheques, drafts, bills of exchange, promissory notes, electronic transfers, interest and/or dividend warrants and/or any other negotiable or transferable instruments or securities or document.
6. To enter into a contract with any bank/institution/entity to hire a safe deposit locker and/or to operate the same.

वर्क - २	
पेरी	७२ / १००
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7. To sign, make, enter into, carry out, modify or cancel, all manner/types of contracts and/or arrangements, in relation to moveable or immoveable property, actionable claims or any other rights or interests including telephones and/or to effect and/or maintain insurances on moveable and/or immoveable properties and/or insurances against risks loss and liability generally.
8. To sign, make, execute, swear, declare, register, advertise, do and perform all deeds, declarations, affidavits, applications, notices, petitions, appeals, writings acts, matters and/or things whatsoever necessary or expedient for the registration and protection of any trademarks, tradenames, brands or labels and for the day to day administration of the Company's business.
9. To give, vary, revoke instructions as to the manner in which any moneys payable (whether periodically or otherwise) shall be paid or dealt with. To make, sign and/or submit any tax returns and/or seek necessary information in relation to any kind of proceedings or concerning direct or indirect tax on income, revenues, profits or capital and taxation, generally.
10. To institute, prosecute, file, sign, lodge, defend, oppose, appear, appeal, compromise, refer to arbitration, abandon, file consent terms, compound, withdraw, any suits, appeals, affidavits, applications, petitions or any court of legal proceedings, and to depose, give or lead evidence, submit to judgment, proceed to judgment and execution or become non-suited in any legal proceedings and demands (all any issues or matter including trademarks, tradenames, trade-property or any IPR and passing-off actions and revenue proceedings relating to customs or excise duties or other indirect taxes, tax on sales or tax on income, profits and capital and taxation generally or otherwise) and/or to accept service of notices, summons, documents, writings, or processes and/or to give security or indemnities, to pay money into Court and/or to obtain payment of money lodged or deposited in Court. And also in connection with any proceedings or demand as aforesaid, to retain, employ, revoke, dismiss and/or remunerate advocates, attorneys, lawyers, accountants, valuers and/or to sign and give warrants, vakalatnamas and other necessary authorities and/or such retainers and/or authorisation, from time to time at pleasure and/or to revoke.
11. To purchase, sign and/or execute Leave and Licence agreement, take on lease or on hire or in exchange or otherwise acquire and hold any lands, buildings, tenements, premises, godowns, warehouses, flats, garages, goods, chattels, effects rights, concessions or other moveable or immoveable property whatsoever and to sell, transfer, convey, assign, exchange, release, relinquish, extinguish, surrender, give up or otherwise dispose of or deal or transfer or to manage or superintend the management of, or to repair, alter, improve, develop, erect upon, pull down or reconstruct, to demise, let on lease or hire, to mortgage, charge, pledge or otherwise raise or borrow money upon the security of and to execute or enforce or otherwise deal with any rights, powers or remedies in respect of any such property as aforesaid or any part or parts thereof for such consideration, security deposits or premia or at such rents fee or compensation or charges and upon such terms as may be deemed expedient.

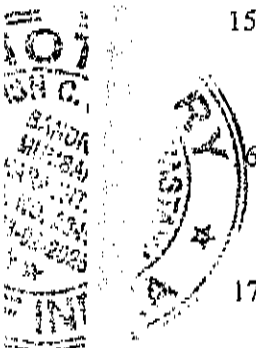


बयई - २	
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12. To appear before any Registrar or sub-Registrar and/or to execute/present for registration and/or admit execution of any Deeds, documents, writings, executed or to be executed for any purpose.
13. To appoint and dismiss agents or accept agents for such purposes and/or on such terms as may be thought fit.
14. For all or any of the purposes of these presents, to sign, seal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, complete record and/or perfect all/any deeds, documents, instruments and/or writings whatsoever, usually or necessary or expedient, including without prejudice to this generality, contracts conveyances, leases, mortgages, transfers, assignments, surrenders, reconveyances, re-assignments, release, agreements, pleadings, affidavits, declarations, petitions, warrants for goods, dock-warrants, delivery-orders, bills of lading, bills of entry, bond bills of entry, bond-entries, fire and marine policies of insurance, railway-receipt, bonds and certificates, guarantees, indemnities, undertakings, receipts, discharges, inventories and/or accounts and all manner of Court documents, arbitration documents and/or official petitions and applications and returns.
15. And generally to do and perform or cause to be done and performed, all acts matters and things in relation to the above premises as fully and effectually in all respects, as the Company itself could do by law.

From time to time, to substitute and/or appoint any person or persons, to act under or in the place of the said Attorney, in respect of all or any of the matters aforesaid and to revoke or vary or modify such substitution at his pleasure.
17. To accept on behalf of the Company, service of process and/or any notices or other documents from any statutory authority or any other person/authority.

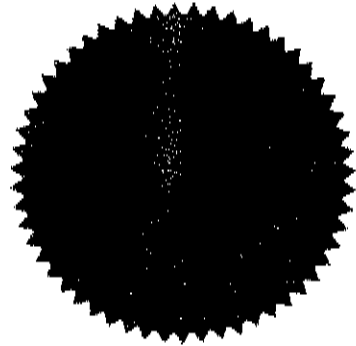
AND the Company hereby ratifies and confirms for itself and its successors and assigns to ratify and confirm all and whatsoever the said Attorney or his substitute or substitutes shall lawfully do or cause to be done in or about the above premises, by virtue of these presents and declares that these presents shall at all times be conclusively binding in favour of third parties, who have not received notice of revocation but so that the exercise by the Company itself or any person on its behalf, from time to time of any of the powers and authorities hereby conferred, shall not be deemed to be a revocation or limitation and also that these presents shall not revoke, limit or affect the powers and authorities at present vested or which may hereafter be vested in the said Attorney or otherwise or any subsisting Power or Powers of Attorney by the Company or any person on its behalf, whether to the said Attorney or to any other person or persons in the Union of India.



का. २
२०२३

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed at Hong Kong this 23rd day of February 2023.

The Common Seal of
CATHAY PACIFIC AIRWAYS LIMITED
was hereunto affixed in the presence of :

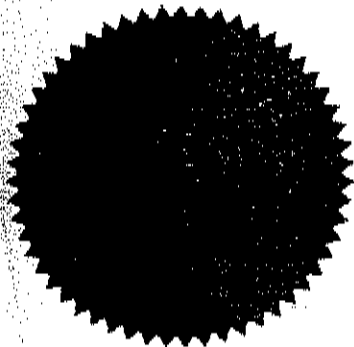


Rebecca Jane SHARPE
Director
her photo was affixed hereunder:



I hereby witness the signature of Rebecca Jane Sharpe and certify that the above photograph bears a true likeness to the said Rebecca Jane Sharpe this 23rd day of February 2023.

COLIN BERNARD COHEN
Notary Public, Hong Kong SAR
2303-7 Dominion Centre
43-59 Queen's Road East
Wanchai, Hong Kong



बजट - २	
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२०२३	

[Handwritten Signature]
Joanna LAI
Company Secretary
her photo was affixed hereunder:



I hereby witness the signature of Joanna Lai and certify that the above photograph bears a true likeness to the said Joanna Lai this 23rd day of February 2023.

07 MAR 2023

ENDORSEMENT NO. 04709

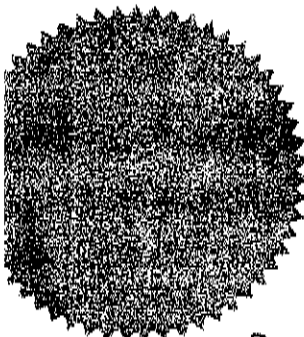
Seen in Consular Department
Consulate General of India, Hong Kong

The Consulate General of India, Hong Kong accepts no responsibility to the content of the above document

[Handwritten Signature]
COLIN BERNARD COHEN
Notary Public, Hong Kong SAR
2303-7 Dominion Centre
43-59 Queen's Road East
Wanchai, Hong Kong



[Handwritten Signature]
Assistant Secretary
Consulate General of India
Hong Kong



R.R.

241T

BEFORE ME

[Handwritten Signature]
Dr. S. C. SRIVASTAVA
ADVOCATE & NOTARY
(Govt. of India)

9 MAR 2023

Stamp: *[Handwritten Signature]* Mr. Lakshya Rai, Advocate of Attorney at Law, DOC
NOTED & REGISTERED
[Handwritten Signature] 900
19-2-22
2023



The Ruby Mills Ltd.

CERTIFIED TRUE COPY OF THE EXTRACT FROM THE MINUTES OF THE 171ST MEETING OF BOARD OF DIRECTORS OF THE RUBY MILLS LIMITED HELD ON WEDNESDAY THE 9TH FEBRUARY, 2011 AT 5.30 P.M.

TO GRANT AUTHORITY TO SALE OR GIVE ON LEAVE AND LICENSE FOR PREMISES OF THE COMPANY AT DADAR

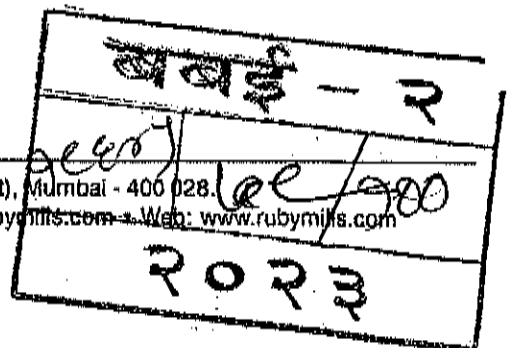
The Chairman informed the Board that many inquiries were received by the Company from prospective Buyers and Licensees for outright purchase and/or leave and license of the premises at Dadar. Since the structural work of the building was about to be completed and the tentative schedule of completion of building was approaching fast it was suggested to avail of the opportunities of sale and/or leave and licence at most competitive rates. He further informed the Board that this resolution will be in supersession of all earlier resolutions passed on the same matter by the Board at its previous meetings. Therefore, it is necessary to authorise directors to enter in to the sale and / or leave and license agreement with prospective Buyers / licensees. After detailed discussion the following resolution was passed unanimously.

"RESOLVED THAT anyone of Mr. Hiren M. Shah, Mr. Bharat M. Shah, Mr. Viraj M. Shah & Mr. Purav H. Shah be and is hereby authorised to sign singly all deeds, documents, agreements etc. for and on behalf of the Company, for sale and / or premises to be offered on leave and license to prospective buyers /licensees."



Certified True Copy
For The Ruby Mills Limited

Hiren M. Shah
(Hiren M. Shah)
Chairman
DIN: 00071077





बखई - २	
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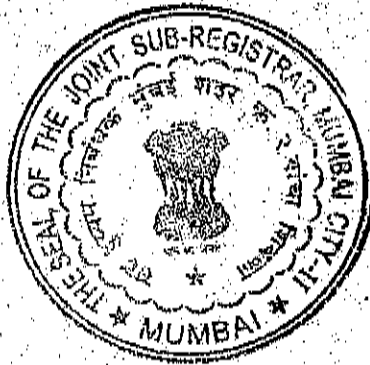
PERMANENT ACCOUNT NUMBER

AAACT0320G

THE RUBY MILLS LIMITED

09-01-1917

DIRECTOR OF INCOME TAX (MUMBAI)



Director of Income Tax (Mumbai)
A-1, Chattrapati Shivaji Maharaj
New Delhi - 110 055

2023	
99607	99 / 900



बजट - २		
१०००	८२	१००
२०२३		

आयकर विभाग
INCOME TAX DEPARTMENT
MINDSET ESTATES PRIVATE
LIMITED
03/01/2008
Permanent Account Number
AAFCM3426Q

भारत सरकार
GOVT. OF INDIA

14012008



व्यवहारीक - २
८३/१००
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बका - २	
२६६)	८४ / १००
२०२३	

MINDSET ESTATES PRIVATE LIMITED

[CIN: U45202MH2008PTC177318]

Reg off: Gordhan Bldg. No. II, 12/14, Parekh Street, Prathana Samaj, Mumbai - 400 004
Email id: info@rohanguroup.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MINDSET ESTATES PRIVATE LIMITED HELD ON WEDNESDAY THE 2ND DAY OF AUGUST, 2017 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT GORDHAN BLDG NO II, 12/14 FLR, PAREKH STREET, PRARTHANA SAMAJ, MUMBAI - 400 002

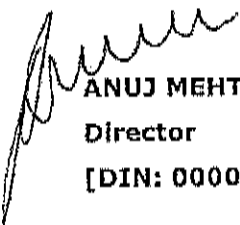
AUTHORITY TO SIGN AND EXECUTE THE DOCUMENTS

"**RESOLVED THAT** Mr. Harresh Mehta (DIN: 00002925), Director or Mr. Anuj Mehta (DIN: 00002922), Director or Mr. Sudhakar Shetty, General Manager of the company be and are hereby severally authorised to sign, negotiate, finalize and execute Agreements or deeds or Memorandum of understandings or any documents or legal documents by whatever name called from time to time, to make appearance before the Sub-Registrar & other Government authorities for and on behalf of the Company and to do all such acts, deeds and things as may be required for the purpose of registering said documents.

RESOLVED FURTHER THAT the aforesaid power entrusted to Mr. Harresh Mehta, Mr. Anuj Mehta and Mr. Sudhakar Shetty, shall be valid and effective unless revoked earlier by the Board.

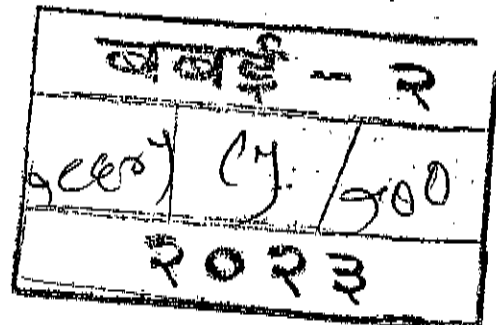
FURTHER RESOLVED THAT a copy of the said resolution duly certified by any of the current Directors of the Company be submitted to the concerned authority (ies) as and when deemed necessary."

For **MINDSET ESTATES PRIVATE LIMITED**


ANUJ MEHTA
Director
[DIN: 00002922]

Place: Mumbai

Date: 11th August, 2017

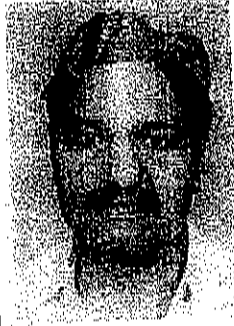




जलद - २	
१६००	६९००
२०२३	

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAYP54513Q



नाम /NAME

SUDHAKAR GOVIND SHETTY

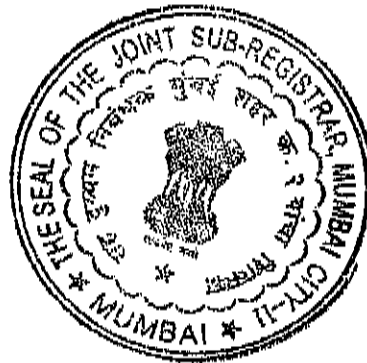
पिता का नाम /FATHER'S NAME
GOVIND SHETTY

जन्म तिथि /DATE OF BIRTH
22-09-1950

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)



खवई - २	
१०००	६० / १००
२०२३	



शुद्ध - २	
१६००)	८५००
२०२३	



वर्ग क्रमांक / PERMANENT ACCOUNT NUMBER
AA BCC 5644E

संस्था / FIRM NAME

CATHAY PACIFIC AIRWAYS LTD

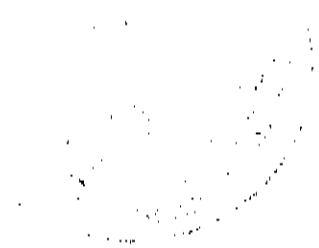
प्रारंभ / मूळ संस्था / DATE OF INCORPORATION/FORMATION
18-10-1948



COMMISSIONER OF INCOME-TAX, V.I.B. - III



बखत - २	
१०००	१०००
२०२३	



बका - २	
२०	१००
२०२३	



भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1007/21760/01411

To,
राकेश रायकर
Rakesh Raicar
S/O: Prabhakar Raicar
C-1702 RNA Heights
J V L R
Andheri East
Mumbai
Chokala Mida Mumbai Mumbai
Maharashtra 400093
9920079980

Ref: 125 / 301 / 161503 / 161534 / P



SH345042489FT



आपला आधार क्रमांक / Your Aadhaar No. :

2304 5228 0892

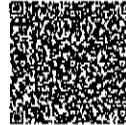
आधार - सामान्य माणसाचा अधिकार



भारत सरकार
Government of India



राकेश रायकर
Rakesh Raicar
जन्म वर्ष / Year of Birth : 1987
पुरुष / Male



2304 5228 0892

आधार - सामान्य माणसाचा अधिकार



वर्क - २
२०२३/२०२३
२०२३



भारत सरकार
GOVERNMENT OF INDIA



सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वाचे नाही .
- ओळख सिद्ध करण्यासाठी, ऑनलाईन अधिप्रमाणित करावे .

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- आधारला देशभरात मान्यता आहे .
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे .
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

30/11/16/1503



भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता S/O: प्रभाकर रायकर, Address: S/O: Prebhakar Raikar, C-1702
सी-1702 आरएमए हाइट्स, जे वी एन RNA Heights, J V L R, Andheri East,
आर, अंधेरी ईस्ट, मुंबई, चकला Mumbai, Chakala Mide, Mumbai,
एमआयसीसी, मुंबई, महाराष्ट्र, 400093 Maharashtra, 400083



2304 5228 0892



1800 300 1847



help@uidai.gov.in



www.uidai.gov.in

वर्ष - २

२०२३

२०२३


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
RAKESH PRABHACAR RAICAR
PRABHACAR DATTARAM RAICAR
04/06/1987
Permanent Account Number
AFKPR7290E
Signature



वर्ष - २	
९३	१००
२०२३	

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA




स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ATHPD3113H


नाम/ Name
ANKUSH RAMCHANDRA DINGANKAR

पिता का नाम/ Father's Name
RAMCHANDRA BHIVA DINGANKAR

जन्म की तारीख/ Date of Birth
29/07/1990



हस्ताक्षर/ Signature



27032017



बवई - २
१९९९ ए / १००
२०२३

భారత ప్రభుత్వం
Government of India



మిథిలి ముప్పిరాల
Mythili Muppirala
పుట్టిన తేదీ / DOB: 14/03/1987
స్త్రీ / FEMALE

8487 9939 6244

मेरा आधार, मेरी पहचान



భారత ప్రభుత్వం
Government of India

పత్రం నంబర్: 110 ముప్పిరాల 2, 3, 4
నెం. 404, వైండ్రిల్స్ అపార్ట్‌మెంట్స్,
ఫ్లోర్ నెం. 3 మరియు 4, ఇజ్జత్ నగర్,
కొల్హగూడ, కె.వి. రంగారెడ్డి,
తెలంగాణ, 500084

Address: D/O M Subhash, Flat No 404,
Windrills Apartments, Flat No 3 and 4,
Izzat Nagar, Kolhaguda, K.V. Rangareddy,
Telangana, 500084

8487 9939 6244

1847 help@uidai.gov.in www.uidai.gov.in

చిట్టె - 2	
శ్రీ	య / 900
2023	

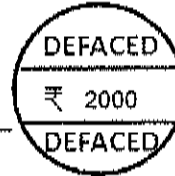


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0923047210448	Receipt Date 22/09/2023
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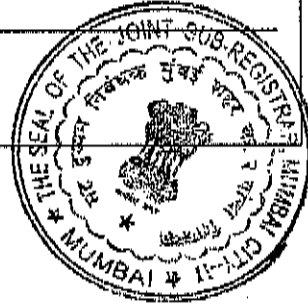
Received from DHC, Mobile number 8080674040, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19645 dated 22/09/2023 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.



Payment Details

Bank Name BKID	Payment Date 04/09/2023
Bank CIN 10004152023090409980	REF No. 156108649
Deface No 0923047210448D	Deface Date 22/09/2023

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



बचत - २	
१६४	२० / १००
२०२३	

319/19645

शुक्रवार, 22 सप्टेंबर 2023 10:16 म.पू.

दस्त गोश्वारा भाग-1

बबई-2

दस्त क्रमांक: 19645/2023

दस्त क्रमांक: बबई-2 /19645/2023

बाजार मूल्य: रु. 2,41,61,760/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.7,21,500/-

डु. नि. सह. डु. नि. बबई-2 यांचे कार्यालयात

पावती:21378

पावती दिनांक: 22/09/2023

अ. क्र. 19645 वर दि.22-09-2023

सादरकारणाराचे नाव: माहंडसेट इस्टेट्स प्रायव्हेट लिमिटेड तर्फे
ऑथोरिटीज सिनेटरी सुधाकर शेटी

गेजी 10:11 म.पू. वा. हजर केला.

नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 2000.00

पृष्ठांची संख्या: 100

एकुण: 3000.00

दस्त हजर कर घेण्याची राही:

सह दुय्यम निबंधक, मुंबई-2

मुंबई शहर क्र. २

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 क्र. 1 22 / 09 / 2023 10 : 11 : 48 AM ची वेळ: (सादरीकरण)

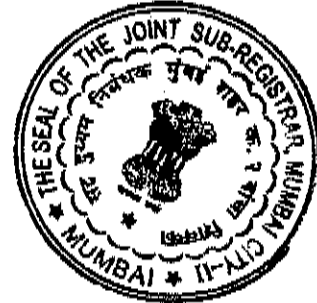
शिक्षा क्र. 2 22 / 09 / 2023 10 : 12 : 40 AM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तावेज हा नोंदणी करण्यासाठी अर्जात असलेल्या तरतुदीनुसारच नोंदणीत सादल केलेला आहे. * दस्तावेज संपूर्ण प्रकृत, गिफ्तारक व्यक्ती, साक्षीदार व सोळा ओळखल्या खासदारांची सत्यता तपासली आहे, * दलाची सत्यता, वैधता खासदारांचे जागरितारी दस्त गिफ्तारक व अमुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून घेणारे :

लिहून घेणारे :



दस्त गोपवारा भाग-2

नवड2

दस्त क्रमांक:19645/2023

22/09/2023 10 15:49 AM

दस्ता क्रमांक :नवड2/19645/2023

दस्ताचा प्रकार :-36-अ-लिखू अॅड लायसन्सेस

अनु क्र.	पदाकाराचे नाव व पत्ता	पदाकाराचा प्रकार	छायाचित्र	उसा प्रमाणित
1	नाम:माइंडसेट इस्टेट्स प्रायव्हेट लिमिटेड तर्फे ऑथोरिज्ड सिग्नेटरी सुधाकर शेठ्टी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गोर्धन विल्डिंग नं 2, 2 रा मजला, 12/14 डॉ.पारेख स्ट्रीट, प्रथमा समाज, मुंबई, ब्लॉक नं: -, रोड नं: -, MUMBAI. पॅन नंबर:AAFCEM3426Q	साझेड्स वय :-72 स्वाक्षरी:-		
2	नाम:कॅथेथ पॅसिफिक एअरवेज लिमिटेड तर्फे ऑथोरिज्ड सिग्नेटरी राकेश रायकर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 33 वा मजला, वन पॅसिफिक प्लेस, 88 क्लिन्सवे, हॉंगकॉंग, आज मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AABCC5644E	लायसेन्सी वय :-56 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तयाकधीत 36-अ-लिखू अॅड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबूल करतात.

ओळख:-

जालील दस्तम असे निवेदीत करताना की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पदाकाराचे नाव व पत्ता	पदाकाराचा प्रकार	छायाचित्र	उसा प्रमाणित
1	नाम:शैथली सुपीराला . . वय:35 पत्ता:तेलंगणा पिन कोड:400084	स्वाक्षरी		
2	नाम:अंकुश डिंगणकर वय:34 पत्ता:28/ए, सुचिता निवास, फोर्ड, मुंबई पिन कोड:400001	स्वाक्षरी		

जालील पदाकाराची कवुली उपलब्ध नाही.

अनु क्र. पदाकाराचे नाव व पत्ता

द रुबी मिक्स लिमिटेड तर्फे संचालक तर्फे संचालक भरत शाह तर्फे कु मु राजाराम पालाडे (मान्यता देणार) :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रबी हाउस, जे.के.सावंत मार्ग, दादर पश्चिम, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई.
AAACT0220G

सह. दुय्यम निबंधक

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	Amount	Used At	Deface Number	Deface Date	
1	CATHAY PACIFIC AIRWAYS LIMITED	eChallan	02300042023072765797	MH005713033202324M	721500.00	SD	0004434670202324	22/09/2023
2		DHC		0923047210448	2000	RF	0923047210448D	22/09/2023
3	CATHAY PACIFIC AIRWAYS LIMITED	eChallan		MH005713033202324M	1000	RF	0004434670202324	22/09/2023

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

19645 /2023

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

दस्त गोपवारा भाग-2

बवड2

दस्त क्रमांक:19645/2023

900

25/09/2023 10 23:58 AM

दस्त क्रमांक :बवड2/19645/2023

दस्तावा प्रकार :-36-अ-लिखू अॅड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:द रवी मिल्स लिमिटेड तर्फे संचालक तर्फे संचालक भरत शाह तर्फे कु भु राजाराम पालाडे (मान्यता देणार) - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रवी हाउस, जे.के.साथल मार्ग, दादर पश्चिम, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन नंबर: AAAC0220G	मान्यता देणार वय :-52 स्वाक्षरी:		

घरील दस्तऐवज करून देणार तथाकथित 36-अ-लिखू अॅड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:25 / 09 / 2023 10 : 22 : 30 AM

ओळख:-

बालील इसम अने निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तिशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:सागर लोवरे . . वय:25 पत्ता:28/au,suchita Nivas,phort,mumbai पिन कोड:400001		
2	नाव:अंकुश डिंगणकर वय:34 पत्ता:28/ए, सुचिता निवास, फोर्ट, मुंबई पिन कोड:400001		

खासील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र.	पक्षकाराचे नाव व पत्ता
1	मार्शेडसेट इन्स्टेडस प्रायव्हेट लिमिटेड तर्फे :ऑथोराईज सिग्रेटरी सुधाकर शेटी प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गोर्धन विल्डिंग नं 2, 2 रा मजला, 12/14 डॉ.पारेख स्ट्रीट, प्रथमा समाज, मुंबई, ब्लॉक नं: -, रोड नं: -, MUMBAI. AAF0M3426Q
2	कॅथेय पेसिफिक एअरवेज लिमिटेड :तर्फे ऑथोराईज सिग्रेटरी राकेश रायकर प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 33 वा मजला, वन पेसिफिक प्लेस, 88 किंग्सवे, हॉगकांग, आज मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. AABCC5644E

प्रमाणित करणेत येते की

दस्तामध्ये एकूण.....200.....पाने आहेत.

पुस्तक क्र.-१, मध्ये अ.क्र. बवड-२/.....२०२३

नोंदला.

दिनांक. 25 SEP 2023

शिक्का क्र.4 ची वेळ:25 / 09 / 2023 10 : 24 : 03 AM

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sr.	Purchaser	Type	Verification No/V	GRN Reference	सह. दुय्यम निबंधक, मुंबई शहर क्र. २ Amount	Used At	Deface Number	Deface Date
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2		DHC		0923047210448	2000	RF	0923047210448D	22/09/2023
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