

508/4806

पावती

Original/Duplicate

Wednesday, April 24, 2019

नोंदणी क्र. :39म

12:51 PM

Regn.:39M

पावती क्र.: 5177 दिनांक: 24/04/2019

यशदाचे नाव: माहिम

दस्तावेजाचा अनुक्रमांक: यशई4-4806-2019

दस्तावेजाचा प्रकार : 36-अ-लिव्ह अँड लायसन्सेस

सहाय करणाऱ्याचे नाव: माइन्डसेट इस्टेट प्रा ली चँ अँड सिम्पेटरी सुधाकर रेस्टो - -

नोंदणी फी

₹. 30000.00

वस्तु हाताळणी फी

₹. 2020.00

पुढाऱ्या संख्या: 101

एकूण:

₹. 32020.00

आपणास मूळ दस्त .शंभवेत प्रिंट.यू.पी-२ अंदाजे

1:16 PM ला केलेस मिळेल.

महा दुपयम निवेष्टक, यशई-4

बाजार मूल्य: ₹.16214418 /-

मोबदला ₹.1801602/-

भारतीय मुद्रांक शुल्क : ₹. 756100/-

1) वेवकाचा प्रकार: eChallan रक्कम: ₹.30000/-

टीडी/घनादेश/पि ऑर्डर क्रमांक: MH000570252201920E दिनांक: 24/04/2019

बँकिचे नाव व पत्ता:

2) वेवकाचा प्रकार: By Cash रक्कम: ₹. 2020/-

नोंदणी फी याची असल्यास उपपिठ :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

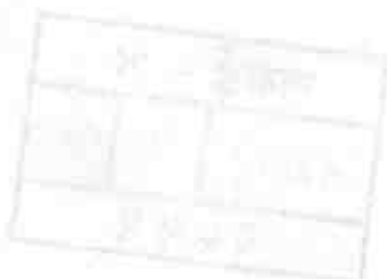
GRN : MH000570252201920E Amount : 30,000.00

Bank : BANK OF INDIA

Date : 17/04/2019-12:58:50

Total Deafacement Amount

30,000.00



Validity unknown

Digitally signed by
VIRTUAL TREASURY
MUMBAI 03
Date: 2019.04.25
12:30:00 +05'30'
Reason: Signature
Document
Location: India



CHALLAN
MTR Form Number-6



GRN	MH000570252201920E	BARCODE	[Barcode]		Date	17/04/2019-12:58:50	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fees Ordinary Collections IGR			TAX ID (If Any)				
				PAN No.(If Applicable)	AACCP8967E			
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR			Full Name	ERNST AND YOUNG SERVICES PVT LTD			
Location	MUMBAI			Flat/Block No.	5NE 5TH FLOOR NORTH EAST WING CS 231			
Year	2019-2020 One Time			Premises/Bulding	AND 231/1			
Account Head Details		Amount In Rs.		Road/Street	7451 SQ. FT.			
0030063301 Amount of Tax		30000.00		Area/Locality	MAHIM DIVISION MUMBAI			
				Town/City/District				
				PIN	4 0 0 0 2 8			
				Remarks (If Any)	PAN2=AAF3CM3426Q-PN=MINDSET ESTATES PRIVATE LIMITED-CA=			
				Amount In	Thirty Thousand Rupees Only			
Total		30,000.00		Words				
Payment Details			BANK OF INDIA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	02202292019041705258	81016146		
Cheque/DD No.			Bank Date	RBI Date	17/04/2019-12:58:50	Not Verified with RBI		
Name of Bank			Bank-Branch	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 चलान केवल दुर्यम निबंधक कार्यालय में दर्ज करवाया जा सकता है। अन्य जगह दर्ज करवाया जा सकता है। सदर चलान लागू नहीं है।

Mobile No. : 8550993603



१) शासन परिपत्रक क्रमांक, २०००/१४/प्र.क्र. २५/म-१, दि. २४/३/२०००

२) नो.म.नि.व.मु.नि., पुणे बोम्बे पत्र क्र. का-३/ संगणक/मुद्रांक पावती दुरुस्ती /०६/३९९, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.

COLLECTOR OF STAMPS, MUMBAI

Office : COLLECTOR OF STAMP (MUMBAI), OLD CUSTOM HOUSE, 3rd FLOOR, FORT, MUMBAI - 400 001.

CNT-1 ADJ- 2367

A 0079958

RECEIVED BY GOVERNMENT
ERNST AND YOUNG SERVICES P.L

04/Apr/2019

NOT TRANSFERABLE

Received **ADJ FEE II**

Receipt Date :

Received From :

On Account of :

Made of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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CASH

पोच

ADJ/1000902/244/19/M

आपले अधिनिर्णय प्रकरण क्रमांक **Rs.100**
.....
कागदपत्र असता
प्रकरण सुपीकीत
अनुक्रमांक **7 ते 19 पुस्तक नं 20**

Case No.:

Lot No.:

Lot Date :

Total D.O.:

Hearing Date on :

Description of Stamps / Franking

Quantity

Quantity

Denomination

Amount (In Rs.)



Rs. 100.00

ONE HUNDRED ONLY

Total :
MANASI CHANDE

Rs. Rupees :

Cashier / Accountant

FOR COLLECTOR OF STAMPS, MUMBAI
OLD CUSTOM HOUSE FORT, MUMBAI - 1

Signature / Designation

Office of the Collector of Stamps, Mumbai
Room No.310, 3rd Flr., Shahid Bhagatsingh Marg, Mumbai-400001
No. ADJ/M/244/2019 1255 Date - 22/4/19

Ref - This office's interim order issued on dt.10/04/19 bearing
No.ADJ/M/244/2019/1526

Final Order Before Dr. Dadarao Datkar, Collector of Stamps, Mumbai

Subject - the case under section 31 of MSA, 1958.
Adjudication case no. ADJ/M/244/2019

Whereas, a leave & license agreement was submitted by the applicant Ernst Young Services Pvt Ltd. for the adjudication u/s 31 of MSA, 1958 by a case bearing no. ADJ/M/244/2019, in respect of property i.e. Office on 5NE, 5th flr., North East wing with 5 car parkings, Dadar, CS No.231 & 1/231 of Mahim & FP No.29 of TPS-III of Mahim Division having area of office - 7451 sq.ft carpet & 150 sq.ft. per car parking & having Rs.18,01,602/- & Rs.1,62,14,418/- (deposit)

And whereas, this offices has valued the said property and issued an interim order referred to above on dt.10/04/2019.

And whereas, the concerned applicant has paid stamp duty on dt.16/04/19

The details of the documents are as follows -

No.	Details	Description
1	Name of Licensor	Mindset Estates Pvt Ltd
2	Name of Licensee	Ernst & Young Services Pvt Ltd
3	Type of Document	Leave & license agreement
4	Date of Execution	28/03/2019
5	Consideration	Rs.18,01,602/- & Rs.1,62,14,418/- (deposit)
6	Details of Property	Office on 5NE, 5 th flr., North East wing with 5 car parkings, Dadar, CS No.231 & 1/231 of Mahim & FP No.29 of TPS-III of Mahim Division

And whereas, the applicant agrees to pay the stamp duty as charged by this office vide above said interim order and deposited the same in the GRAS website therefore the interim order is hereby finalized and it is necessary to issue final order in the matter. And therefore, I, Dr. Dadarao Datkar, Collector of Stamps, Mumbai, issues the final order in the matter as stated below.

"The interim order issued by this office on date is hereby finalized and that the documents concerned therein are chargeable as per Article 25 (b) of MSA of the schedule annexed to MSA and payable stamp duty on subject documents is Rs.756100/-."

To,
Ernst & Young Services Pvt Ltd

बवई - ४	
10	6/909
२०१९	

Dr. Dadarao
Collector of Stamps, Mumbai

मुद्रांक जिल्हाधिकारी, मुंबई, यांचे कार्यालय

३१५/३११, तिसरा मजला, जुने जकात घर, फोर्ट, मुंबई - ४०० ००१.

प्रकरण क्रमांक ADJ/M/244/2019 1826

दिनांक - 10/4/19

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

उपरोक्त अभिनिर्णय प्रकरण क्रमांक/ ADJ/M/244/2019 अन्वये पक्षकार Ernst & Young Services Pvt Ltd दिनांक 04/04/2019 रोजी Leave & License Agreement चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सादर दस्ताचा तपशिल खालील प्रमाणे आहे.

संलेखाचा निष्पादन दिनांक

- 28/03/2019

संलेखाचा प्रकार

- Leave & License Agreement

संलेख लिहून देणारे

- Mindset Estates Pvt Ltd

Confirming Party

- The Ruby Mills Ltd

संलेख लिहून घेणारे

- Ernst & Young Services Pvt Ltd

संलेखातील मिळकतीचे वर्णन

- Office on 5NE, 5th flr., North East wing with 5 car parkings, Dadar, CS No.231 & 1/231 of Mahim & FP No.29 of TPS-III of Mahim Division

क्षेत्रफळ

- 7451 sq.ft carpet & 5 C.Pakgs - 150 sq.ft.

मोबदला

- Monthly Rent Rs.1801602/- &

Refundable Deposit - Rs.16214418/-

उपरोल्लिखित संलेखातील मालमत्तेचे सन करिताच्या बाजारमूल्य मुंबई प्रदेश (मालमत्तेचे वास्तव बाजारमूल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालीका क्षेत्रासाठी प्रचलित असलेली विकास नियंत्रक नियमावली आणि बाजारमूल्य दर तक्त्यातील मार्गदर्शक सूचनानुसार व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्रे विचारात घेवून मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व वंड देय आहे.

बाजारमूल्य	अनुच्छेद	देय मू.शु.	भरणा केलेले मू.शु. कमी भरलेले मू. शु.
रु 55804000/-	36 (a) (ii) r/w 25 (b)	रु 2790200/- (100%)	रु 0/-
		(-) रु 2092650/- (75%)	
		रु 697550/- (25%)	

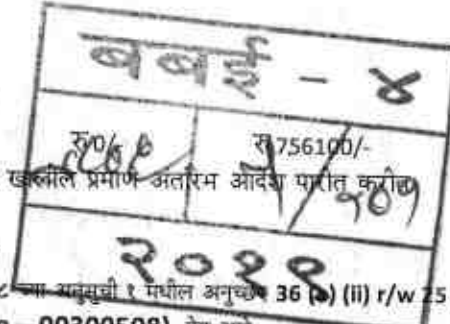
रु 1117500/-	36 (a) (ii) r/w 25 (b)	रु 58530/- (100%)	
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रु 756100/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहितीच्या आधारे खालील प्रमाणे अंतरिम आदेश पारित करीत आहे.

अंतरिम आदेश

- अभिनिर्णयाकरीता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुच्छेद १ मधील अनुच्छेद 36 (a) (ii) r/w 25 (b) नुसार उर्वरित मुद्रांक शुल्क रु 756100/- लेखाशिर्षक (GRAS Code - 00300508) देय आहे.
- सादरील मुद्रांक शुल्क आपणास मान्य असल्यास हा अंतरिम आदेश प्राप्त झाल्यापासून ६० दिवसांच्या आत दस्तावर कमी भरलेले मुद्रांक शुल्क व वंडाचा भरणा GRAS वा प्रणालीद्वारे <https://gras.mahakosh.gov.in/echallan> या वेबसाईटवरून **Collector of Stamps, Mumbai** या नावाने मुद्रांक शुल्क रु. 756100/- (GRAS Code - 00300508) या खात्यामध्ये ऑन-लाईन करावा व सादर रक्कम ऑन-लाईन भरल्यानंतर चलनाची प्रत या कार्यालयात आपले पत्रासह सादर करावी.
- उपरोक्त मागणी नोटीशीबाबत आपले काही म्हणणे/आक्षेप असेल तर नैसर्गिक न्यायाची संधी म्हणून आपण व्यक्तीशः/ प्राधिकृत/मार्फत दिनांक 10/04/2019 रोजी सकाळी ११.३० वाजता हजर राहून आपले म्हणणे मांडावे. विहीत दिवशी जर आपण हजर राहिला नाही तर नैसर्गिक न्यायाची आणखी एक संधी म्हणून आपण नव्हतार/जुलूमिताच्या ३ दिवसांमध्ये कार्यालयीन कामकाजाचे वेळी आपले लेखी म्हणणे/सुकतीवाद या कार्यालयास सादर करावा. तसे न केलेस या नोटीशीबाबत आपले काहीही म्हणणे नाही असे गृहीत धरून दिलेला अंतरिम आदेश हा अंतिम समजण्यात येईल तसेच हा आदेशालील बाजारमूल्य व मुद्रांक शुल्क निश्चिती महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३-अ मधील तरतुदीना अधीन राहून निर्गमित करण्यात येत आहे. याची कृपया नोंद घ्यावी.
- भा.नो.म.नि. व मु. नि. पुणे यांचे पत्र दि. १७/०६/२०१६ चे पत्रामधील सूचनाप्रमाणे अभिनिर्णयासाठी दाखल दस्तांच्या नोंदणीच्या कालमर्यादेची जबाबदारी या विभागाची नसून ती अंतिमदारी राहिल. त्या अनुषंगाने अर्जदाराचे प्रकरणांशी संबंधित योग्य अशी सर्व कागदपत्रे प्रकरणासह सादर करावीत.
- दस्ताची नोंदणी प्रक्रीया ही भारतीय नोंदणी अधिनियम १९०८ चे भा.नो.व मु.नि.म.प्र.पु. यांचे परिपत्रक क्र.का-४/प्र.क्र.६१७/२०११/३००८ दि. २२/१२/२०११ नुसार होईल हे स्पष्ट करण्यात येत आहे.



६. प्रस्तुत प्रकरणांत पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करताना नोंदणी फी जरी शासनाकडे जमा केली तरी, प्रस्तुत प्रकरणातील कोणताही व्यवहार वेकायदेशीर असल्यास तो कायदेशीर होणार नाही. हयाबाबतची सर्व जबाबदारी संबंधित पक्षकाराची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, मुंबई हे जबाबदार राहणार नाहीत.

Ernst
मुद्रांक जिल्हाधिकारी
मुंबई

प्रति- श्री. Ernst & Young Services Pvt Ltd
प्रत- सह दुय्यम निबंधक - 1 ते 5



बबई - ४	
२८०६	६/२०९
२०१९	



CHALLAN
MTR Form Number-6

ADJ/M/ 244 / 2019

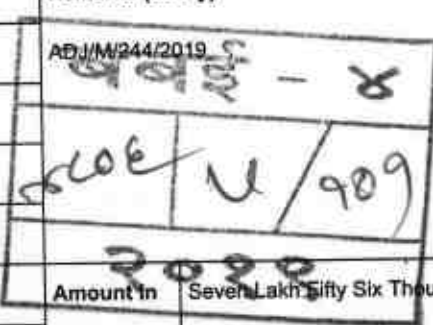


Page/ 62 / 1

GRN	MH000556199201920E	BARCODE	[Barcode]	Date	16/04/2019-17:02:45	Form ID	
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Department	Inspector General Of Registration	Payer Details					
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatr SoS	TAX ID (if Any)					
Office Name	CSM_COLLECTOR OF STAMPS MUMBAI	PAN No.(If Applicable)	AACCP8967E				
Location	MUMBAI	Full Name	ERNST AND YOUNG SERVICES PRIVATE LIMITED				
Year	2019-2020 One Time	Flat/Block No.	5 NE 5TH FLOOR NORTH EAST WING THE RUBY				
		Premises/Building					

Account Head Details	Amount in Rs.	Road/Street	CS NO.231 AND 231/1 MAHIM DIVISION					
0030050801 Amount of Tax	756100.00	Area/Locality	MUMBAI					
		Town/City/District						
		PIN	4	0	0	0	2	8

Remarks (if Any)							
		Amount in Words	Seven Lakh Fifty Six Thousand One Hundred Rupees O nly				
Total	7,56,100.00	Words	nly				

Payment Details	BANK OF INDIA	FOR USE IN RECEIVING BANK					
Cheque-DD Details		Bank CIN	Ref. No.	02202292019041605973	80986537		
Cheque/DD No.		Bank Date	RBI Date	16/04/2019-17:02:45	Not Verified with RBI		
Name of Bank		Bank-Branch	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 चलन केवल दुर्यम लिखक कार्यालयात नोंदणी करावयाच्या दस्ताव्यासाठी लागू आहे. नोंदणी व करावयाच्या दस्ताव्यासाठी सुद्धे चलन लागू नाही.

Challan Defaced by me
[Signature]

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
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LEAVE AND LICENSE AGREEMENT



This Leave and License Agreement made at Mumbai this 28th day of March, 2015 ("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, Prarthana 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;

Handwritten mark resembling a '9' or 'g'.



1958/14
प्राप्त झालेल्या अभिनिर्णित भू.भूत. व दि. 2/1/1961
रोजीच्या पत्रासोबत प्राप्त झालेल्या दस्तावीर खातरनामा करण्यात
असून ते बरोबर असल्याचे आढळून आले आहे.

AND

ERNST & YOUNG SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having it's registered office at 6th floor, Worldmark-1, Asset Area-11, Hospitality District, Indira Gandhi International Airport, New Delhi-110037, India, hereinafter referred to as the "Licensee" of the Second Part;

सह. दाय्येने निबंधक बर्ग - 2
मुंबई शहर क्र. ४

AND

बवई - ४
2/02/1/909
2022



THE RUBY MILLS LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at 10th Floor, Ruby House, J. R. Sarant Marg, Dadar (West), Mumbai-400028, hereinafter referred to as the "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 Confirming Party are individually referred to as a "Party" and collectively as "Parties".



WHEREAS:

A. The 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 within the registration district of Mumbai and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Property");



B. The Municipal Corporation of Greater Mumbai ("**MCGM**") sanctioned building plans for construction of Building on the said Property, which plans were amended from time to time and last amendment was sanctioned by MCGM vide its letter bearing No. EB/939/GN/A dated 23rd April, 2009 for construction of a multi-storied building named as "**The Ruby**" and the said plans were further amended on 25th February, 2010. The said building The Ruby, presently comprises of basement, three parking floors, podium & 36 upper floors with a right to construct additional floors as may be permitted by MCGM (hereinafter referred to as the "**said Building**"), for Information Technology and Information Technology Enabled Services, on the terms, conditions and covenants therein contained. MCGM also issued Commencement Certificate No. EEBPC/939/GN/A of 15th July, 2005 and the same has been renewed from time to time which are valid and subsisting;

C. The Government of Maharashtra, Directorate of Industry by their letter bearing No. DI/IT/LOI/The-RUBY/173/2008/B-1720 dated 10th January 2008 issued a Letter of Intent as private sector Information Technology Park in respect of built up area for IT unit admeasuring 12,966.4 sq. mtrs., built-up area and for support service area (including financial services) admeasuring 3,241.6 sq. mtrs. built-up area, with 616 parking slots on the said Property and on the terms and conditions therein contained;

D. The aforesaid Letter of Intent was further amended vide Notification of Government of Maharashtra, Directorate of Industries No. DI/IT/IT Park/LOI/The Ruby/173/2010/C-391 dated 11.01.2010 in respect of built-up area for IT Unit admeasuring 32,566.60 sq. mtrs. and for support service area (including financial services) admeasuring 8141.65 sq. mtrs. with 593 Parking Slots on the said Property and on the terms and conditions therein contained;

E. The Confirming Party intended to focus on its textile business and needed professional expertise to develop and realize better value of the Said Property and accordingly by a Deed of Development dated 2nd May, 2008 made between the Confirming Party (therein referred to as the Owner) of the One Part and the Licensor (therein called 'the Developer') of the Other Part, the Confirming Party, after inter alia reciting the aforesaid facts, granted to the Licensor, the development rights for utilization of FSI up to 36,000 sq. mtrs at or for the consideration and on the terms and conditions therein contained;

F. By a Deed of Confirmation dated 28th January, 2009 made between the Confirming Party (therein referred to as the Owner) of the One Part and the Licensor, (therein called the 'Developer') of the Other part and registered with the Office of the Sub-

Registrar of Assurances at Mumbai under Sr. No. BBE3-1804 of 2009 *inter alia* confirmed the execution of the Deed of Development dated 2nd May, 2008 and also confirmed that after adjudication on 22nd December, 2008 under adjudication No. SDE/new/537/08, the Said Deed of Confirmation is duly stamped and the Deed of Development dated 2nd May, 2008, was annexed to the Said Deed of Confirmation dated 28th January, 2009. The Licensor and the Confirming Party represent to the Licensee that by virtue of the aforesaid Deed of Development read with the Deed of Confirmation, the Licensor has full and absolute rights and powers to deal with the premises more particularly described in the **Second Schedule** hereunder written in any manner as the Licensor considers appropriate, including granting leave and license for use of the whole or any part of the Licensed Premises, on such terms and conditions as the Licensor, in its sole discretion, considers appropriate;

- G. While sanctioning the said plans for the construction of the Building "The Ruby" the concerned local authority and/or Government have laid down various terms conditions, stipulations and restrictions and in particular restrictions with regards to the user of the premises namely for Information Technology and Information Technology Enabled Services (IT & ITES) only which are to be strictly observed and performed by the purchasers and occupiers while using the Licensed Premises defined herein below. There are certain terms, conditions, stipulations and restrictions which are to be strictly observed and performed by the Licensor and the Confirming Party while developing the Said Property and constructing the buildings and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the buildings shall be granted by the concerned local authority;

- H. The Licensor and the Confirming Party have obtained Occupation Certificate bearing No.EB/939/GN/A dated on 14th March, 2011 for the portion of the said Building i.e, to partly occupy ground floor, 1st and 2nd upper floor for car parking area, 3rd to 20th upper floors for user portion only in the said Building which includes the Licensed Premises defined herein below. A copy of the said Occupation Certificate is annexed hereto and marked as "Annexure I";

- I. In the circumstances aforesaid, the Licensor is the absolute Owner of and is seized and possessed of the commercial premises being 5 NE situated and part of the North East Wing admeasuring approximately an On Floor Area of 7,451 (Seven thousand four hundred fifty one) square feet floor area permitted to be constructed under the DC Regulations with or without taking into account the FSI calculations located on the 5th floor NE of the said building known as "The Ruby" and more particularly shown demarcated on the floor plan which is annexed hereto as "Annexure II" (hereinafter referred to as the "said Unit");



J. The Owner had obtained a further sanction for a loan of Rs. 337 crores (Rupees Three Hundred and Thirty Seven Crores only) from Axis Bank vide its sanction letter no. AXISB/Co/RMG/SK/2011-12/15462 dated 27th September, 2011 for which charge has been created by an Indenture of Mortgage dated 29th February, 2012, duly executed and registered with Sub-Registrar of Assurances at Mumbai under Sr. No. BBE/-21345/2/2012. The Owner/Developer represents and declares to the Purchaser that it has repaid the said entire loan of Rs. 337,00,00,000/- (Rupees Three Hundred and Thirty Seven Crores only) to Axis Bank which has been duly confirmed by the Axis Bank vide its letter dated 22nd February, 2016 bearing Ref. No. AXISB/CBB-MUMBAI/AVP/RUBY/2015-16. However, the reconveyance in favour of the Owner is yet to be executed. A further Term Loan of Rs.85 Crores has been availed from Axis Bank vide Mortgage Deed dated 21st August, 2014 registered with the Sub-registrar of Assurances at Mumbai under Sr. no.BBE4/3629/2014 against the mortgage of the said Property of the building called 'The Ruby'. The outstanding amount of Rs. 16,00,00,000/- (Rupees Sixteen Crores only) to be paid to Axis Bank.

K. The Licensee is fully aware that the Said Property and the Said Building have been approved for use by the Information Technology and Information Technology Enabled Service providers as defined under Government Resolution No. IMC/2008/C-46 Industry 2 dated 13th August, 2008 issued by the Government of Maharashtra and Notification No. TPB 4308/2991/CR-253/08/UD-11 dated 7/7/2010;

L. The Licensee has represented to the Licensor that the Licensee and its Affiliates (as defined in clause 2/4 herein below) are authorized to occupy the Licensed Premises defined herein below for its own business of carrying out Management Consultancy including but not limited to Taxation services, business Advisory Services, Risk Consulting, IT Advisory services, Cyber security services, Transaction Advisory Services, Transaction support due diligence, Valuations, Fraud & Investigative Dispute Services and Accounting and payroll services. Such services are not exclusively reserved to be conducted by any specified class of professionals as defined under any Indian law. Further, these services are provided with the intense use of computers and back office operations as defined vide Maharashtra Government GR No. ITP/2013/C.R. No. 265/ Udyog-2 dated 25-08-2015 (IT & ITES Policy 2015) to be read along with GR No. ITP/2015/C.R. No. 207 / Udyog-2 dated 22-02-2016, which shall be in conformity to and compliance with the usage as described in recital B above, as per the requirement of Maharashtra IT/ITES Policy 2015, the Licensee shall obtain a registration as IT & ITES unit to operate from the said Building which is a Private IT Park as required under

Notification No. 6/99 dated 07th May, 1999 read with Maharashtra II/ITES Policy 2015.

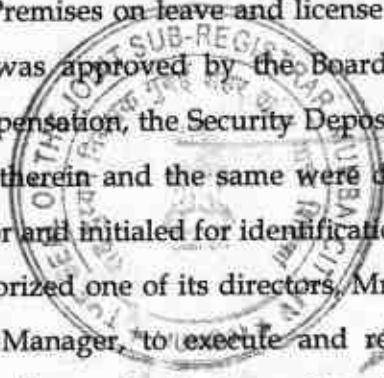
M. The Licensee confirms to the Licensor and the Confirming Party, that such use by the Licensee and the Licensee's Affiliates is and shall be in conformity to and compliance with the approved usage of the Said Building as mentioned herein;

N. Relying on their mutual representations and warranties as above, the Licensor has agreed to give and the Licensee has agreed to take on leave and license basis, the said Unit i.e, the IT/ITES premises being 5 NE situated on the part of the North East Wing admeasuring approximately an On Floor Area of 7,451 (Seven thousand four hundred fifty one) square feet floor area permitted to be constructed under the DC Regulations with or without taking into account the FSI calculations located on the 5th floor part of the North East Wing of the Said Building known as "The Ruby" together with exclusive right to park 5 (five) cars in the identified car parking area of the Said Building which is more particularly described in the Second Schedule hereunder written.

O. In the meeting of the Executive Board of the Licensee held on 14th August, 2018 the draft of the Leave & License Agreement and other required documents were placed for approval and were approved by the Board of Directors of the Licensee for taking the Licensed Premises exclusively on Leave & License basis for the period, the compensation, the Security Deposit and on other terms and conditions as incorporated therein and the same were duly approved by the Executive Board of the Licensee and initialed for identification and a resolution to that effect was passed authorizing Mr. R. Veluswami to execute and register such of those agreements which are compulsorily required to be registered. A copy of the said Resolution is annexed hereto and marked as "Annexure III";

P. In the meeting of the Board Directors of the Licensor held on 16 July 2018, the proposal to grant the Licensed Premises on leave and license basis to the Licensee was placed for approval and was approved by the Board of Directors of the Licensor for the period, the compensation, the Security Deposit and on other terms and conditions as incorporated therein and the same were duly approved by the Board of Directors of the Licensor and initialed for identification and a resolution to that effect was passed and authorized one of its directors, Mr. Harresh Mehta and Mr. Sudhakar Shetty, General Manager, to execute and register such of those agreements which are compulsorily required to be registered. A copy of the said Resolution is annexed hereto and marked as "Annexure IV";

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Q. The Parties are desirous of recording the terms and conditions of the agreement and understanding arrived between them in relation to grant of the leave and license of the Licensed Premises, as set forth and appearing hereinafter.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants, representations and warranties hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

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

"Bare Shell" with respect to the Licensed Premises shall mean the state or condition of the Licensed Premises with an unfinished interior without ventilation, lighting, plumbing, ceilings, flooring, interior walls, restrooms etc. but including the following:

- a) Eight (8) common elevators;
- b) Facade of the Building;
- c) Water and airtight condition;
- d) High end HVAC at one place on the floor from where tappings can be taken for the Licensed Premises;
- e) Electrical wiring till the entrance of the Licensed Premises;
- f) Water connection at the place shown in the plan;
- g) Fire Fighting system for the building with sprinkler header to support the desired pressure for sprinkler network at the Licensed Premises;
- h) Generator(s) to provide power back-up to the common area of the Licensed Premises;
- i) Utilities and supplies to run the Licensed Premises and common area viz. Sewerage Treatment Plant (STP);
- j) The Licensor shall have applied for and received approval for connection and supply of electricity from the licensed utility service providers;

"On Floor Area" means an area admeasuring 7451 sq. ft. floor area (as stated in recital (I) above;

"FIFRSD" shall have the meaning assigned to that expression in clause 8.3;

"First Block" means the license period of 36 (Thirty Six) months commencing from the License Commencement Date and ending at completion of 36 months from the License Commencement Date;

"IFRSD" shall have the meaning assigned to that expression in clause 8.1;

"Licensee's Affiliates" shall have the meaning assigned to that expression in clause 2.4;

"License Fee" shall have the meaning assigned to that expression in clause 7;

"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 21;

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

"Occupation Certificate" shall mean the certificate dated 14th March, 2011 issued by MCGM for occupation of part of the Building including the Licensed Premises on the 5th Floor, a copy whereof is hereto annexed and marked as Annexure "I".

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

"Second Block" means the license period commencing from the beginning of the 37th month from the License Commencement Date and ending at completion of the 72nd month from the License Commencement Date;

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

"said Building" shall have the meaning assigned to that expression in Recital B;

"Security Deposit" shall mean and include the IFRSD, the FIFRSD and other sums deposited by the Licensee with the Licensor as security deposit.

"Third Block" means the license period commencing from the beginning of the 73rd month from the License Commencement Date and ending at completion of the expiration of the License Term of 108 months.



2. GRANT OF LICENCE

2.1 **License.** In consideration of the License Fee (as hereinafter defined) set forth herein and the terms, conditions and stipulations hereinafter contained on the part of the Parties to be performed and observed, the Licensor agrees to grant to the Licensee, and the Licensee agrees to accept from the Licensor, leave and license (the "License"), of the Premises (as bare shell) being 5 NE, part of the North East Wing admeasuring 7451 square feet on floor area permitted to be constructed under the DC Regulations with or without taking into account the FSI calculations on the 5th floor of the said Building "The Ruby" as shown demarcated on the Floor Plan thereof, being Annexure "II" hereto (hereinafter referred to as "Licensed Premises") together with 5 (five) exclusive and identified car parking spaces in the designated car parking areas in the said Building, as are more particularly described in the **Second Schedule** hereunder written, for a period of 108 months, commencing from -10th September'2018 (hereinafter referred to as the "License Commencement Date"). The Licensee shall also be entitled to use and have access to all the common areas and facilities and limited common areas and facilities appurtenant to the Licensed Premises by virtue of the License granted to the Licensee in respect of the Licensed Premises.

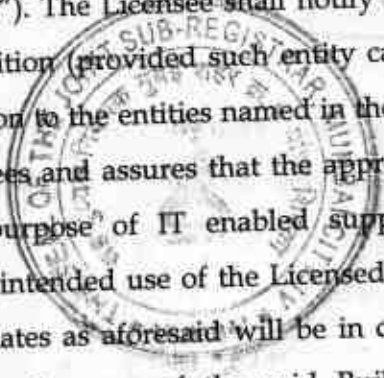
2.2 The Licensee has, prior to the execution of this Agreement, carried out a verification of the Licensed Premises and the sanctioned plans attached with OC and confirm that the On Floor Area thereof is 7,451 (Seven Thousand Four Hundred Fifty One) sq. ft. The Licensee has relied upon the express representations and warranties of Licensor and the Confirming Party, inter alia, that the Licensed Premises on the 5th floor have been constructed in accordance with the plans sanctioned and the approvals granted by the MCGM and that such On Floor Area and every part thereof can be put to its intended use by the Licensee and the Licensee's Affiliates as described in clause 2.4 below.

2.3 **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. 9th September 2027 for the purposes of carrying out their business defined in clause 2.4 herein below. Upon expiry of the period of License or sooner determination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed Premises to the Licensor/its nominee(s) in the manner and subject to the provisions of this Agreement.

2.4 **Use of the Premises:** The Licensor acknowledges that the Licensee has offered to take the Licensed Premises for use by the Licensee and the Licensee's Affiliates (as defined hereafter). The Licensor further acknowledges that the Licensed Premises shall be used by the Licensee and/or the Licensee's Affiliates for carrying out professional services such as business advisory services including

financial advisory services, consulting services, accounting and audit services, management consultancy services including but not limited to Taxation services, Risk Consulting, IT Advisory services, Cyber security services, Transaction Advisory Services, Transaction support due diligence, Valuations, Fraud & Investigative Dispute Services, Accounting and payroll services Data Entry, Data Processing, Web Based Co-Commercial Services and other related ancillary services including back office operations, training, data center, business process services, knowledge process outsourced services and general office purposes mainly in relation to the aforementioned activities. Such services are not exclusively reserved to be conducted by any specified class of professionals as defined under any Indian law. Further, these services are provided with the intense use of computers and back office operations as defined vide Maharashtra Government GR No. ITP/2013/C.R. No. 265 / Udyog-2 dated 25-08-2015 (IT & ITES Policy 2015) to be read along with GR No. ITP/2015/C.R. No. 207 / Udyog-2 dated 22-02-2016 which shall be in conformity to and compliance with the usage as described in recital B above, as per the requirement of Maharashtra IT/ITES Policy 2015, the Licensee shall register as IT & ITES unit to operate from the Private IT Park vide Notification No. 6/99 dated 07th May, 1999. The Licensee's Affiliates shall mean those entities existing as on the date of this Agreement and named in "Annexure V" hereto and shall include (a) such entity/(ies), either existing as on date or incorporated after the date of this Agreement, which is or are directly associated with the Licensee and/or the Licensee's Affiliates; [Affiliated Entity means and includes all entities, present and future, in India, their successors and assigns who are members firms/companies/entities of Ernst & Young Global Limited.]; (b) such other entity/ies, with which the Licensee or its affiliate entity/ies or its or their business or any part thereof may merge; (c) such entity/(ies) or entities resulting from carrying out any corporate or business restructuring or merger or demerger or scheme of arrangement by the Licensee or the Licensee's Affiliates (collectively the "Licensee's Affiliates"). The Licensee shall notify the Licensor in writing from time to time any addition (provided such entity carries on the profession mentioned above) or deletion to the entities named in the "Annexure VI". The Licensor acknowledges, agrees and assures that the approved user of the Licensed Premises is for the purpose of IT enabled support services (including financial services) and the intended use of the Licensed Premises by the Licensee and the Licensee's Affiliates as aforesaid will be in conformity to and in compliance with the approved usage of the said Building as per Government Resolution GR No. IMC 2008/(C-46) Industry-2 dated 13th August 2008, IT-ITES Policy 2015 and Notification No. TPB 4308/2991/CR-253/08/UD-11 dated 7/7/2010 for Development of IT/ITES/IT supported Financial Services.

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2.5 **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 license 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 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 is and 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. 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 waive all their rights to claim such protection.

3. **LICENSE TERM**

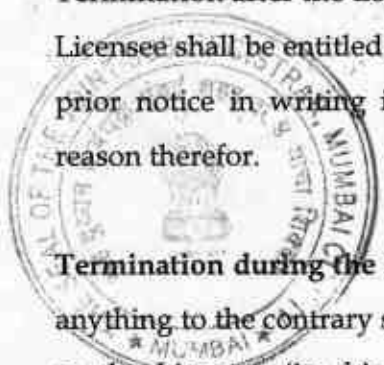
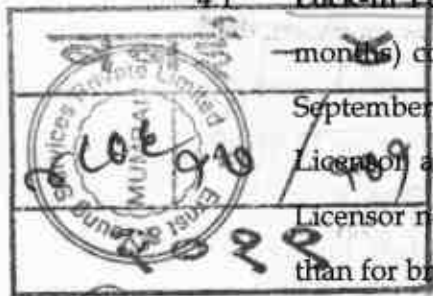
The License shall be for a specific limited period of 9 (nine) years (hereinafter referred to as "the License Term") commencing from the License Commencement Date.

4. **LOCK-IN PERIOD**

4.1 **Lock-in Period.** Subject to clause 2.5 above, the duration of 3 (three) years (36 months) commencing from the License Commencement Date and ending in 9th September, 2021, shall be treated as the lock-in period with respect to both the Licensor and the Licensee ("**Lock-in Period**") during which time neither the Licensor nor the Licensee shall have the right to terminate this Agreement other than for breach as expressly provided for in this Agreement.

4.2 **Termination after the Lock-in Period.** After expiration of the Lock-in Period, the Licensee shall be entitled to terminate this Agreement by giving three (3) months prior notice in writing in that behalf to the Licensor, without assigning any reason therefor.

4.3 **Termination during the Lock-in Period on account of breach.** Notwithstanding anything to the contrary set forth in clauses 4.1 and 4.2 above, either the Licensee or the Licensor (in this clause the "**Terminating Party**") may terminate the License during the Lock-in Period and so far as the Licensee is concerned, without any obligation to pay the License Fee for the balance duration of the Lock-in Period, except as provided herein below, if the other Party (i.e., the



Licensor) is in breach of its obligations under this Agreement and such default is not remedied within thirty (30) days of receipt of notice in writing from the Terminating Party. However, it is clarified that if the Licensor terminates the License due to any breach of this Agreement by the Licensee, then the Licensee shall be bound to pay to the Licensor the License Fee for the remainder of the Licensee's Lock-in Period without any default or demur. It is further clarified that if the Licensee notifies the Licensor about the breach having been committed by the Licensor during Lock-in Period and the Licensor fails to remedy the same within thirty (30) days ("Cure Period") from the date of receipt of the notice, then the Licensee shall be entitled to continue to use and occupy the Licensed Premises without payment of License Fees from the date of Cure Period till the expiry of the Lock-in Period or till the breach is remedied by the Licensor whichever is earlier. In the event the Licensor commits a breach in the last month of the Lock-In Period, the Licensee shall, without prejudice to any right or remedy against the Licensor, be entitled to continue to use and occupy the Licensed Premises without payment of License Fees during the entire Cure Period even though some part of the Cure Period spills over beyond the Lock-In Period. In the event of breach by the Licensee during the last month of the Lock-In Period, the notice period referred to in clause 25.2.1 shall be curtailed to the number of days computed from the date of receipt of notice by the Licensee till the date of expiry of the Lock-In Period applicable to the Licensee.

4.4

Issue of Termination Notice. For the avoidance of doubt, it is agreed that the Licensee may issue the required three (3) months' notice for termination of the License at any time after completion of thirty-three (33) months of the Lock-in Period and such termination takes effect on or after the expiration of the Lock-in Period.

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5. **OCCUPATION CERTIFICATE**

The Licensor and the Confirming Party have obtained the Occupation Certificate being Annexure I hereto which includes the permission for occupation and use of 3rd to 20th upper floors of the said Building including the 5th floor comprising of the Licensed Premises. The Licensor and the Confirming Party confirm that they have performed and fulfilled the terms and conditions stipulated in the Occupation Certificate and that the said Occupation Certificate is in full force and effect.



6. **FIT-OUT OF THE LICENSED PREMISES**

6.1 The Licensor and the Confirming Party have permitted the Licensee to enter into the Licensed Premises on 10th September, 2018 and carry out fit outs within 90 (Ninety) days from the License Commencement Date i.e. by 10th December 2018



("Fit-Out Period") without payment of the License Fees ("License Fees Free Period").

6.2 The Licensee has, in consultation with the Licensor and Confirming Party and their respective Architects, prepared a Fit-Out plan (hereinafter referred to as "the said Fit-Out Plan") which has been approved by the Licensor and the Confirming Party. The Licensee agrees to obtain approval of MCGM if required and carry out, at its cost, the fit-out of the Licensed Premises as per the said Fit-out Plan to be approved by MCGM. In the event the Licensee shall require further work of fit-outs to be carried out in the Licensed Premises anytime in future during the Term, the Licensor shall assist the Licensee in obtaining the required approvals from MCGM for the further fit-out plan. Provided however that, the costs in respect of such further approvals shall be borne entirely by the Licensee.

6.3 During the Fit-Out Period, the water and CAM charges which are determined at Rs. 12,00,000/- (Rupees Twelve Lakh Only) shall be paid by Licensee on receipt of the invoice for the same from the Licensor in this respect. The electrical charges shall be billed to the Licensee based on the electrical meter installed in the Licensed Premises and shall be payable by the Licensee on actuals.

बबई	LICENSE FEE
7.1	License Fee. Upon expiry of the License Fees Free Period as mentioned in clause 6.2 above, the Licensee shall irrespective of the completion of fit-outs in the Licensed Premises within the Fit-Out Period, pay an all inclusive monthly compensation as mentioned in clause 7.2 ("License Fee") to the Licensor for the



First Block, Second Block and the Third Block each of 36 (Thirty Six) months plus taxes, if any applicable, at applicable rates in effect during the subsistence of the License Term in the manner provided in clauses 7.2 and 7.3 below.

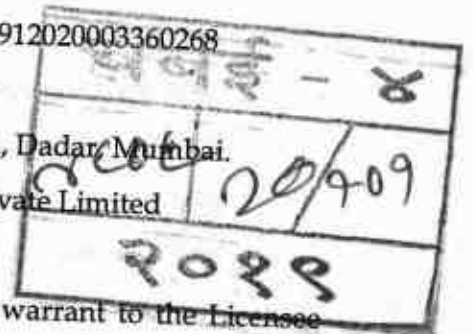
7.2 ~~Enhancement of the License Fee.~~ The agreed License Fee shall stand enhanced by 15% (fifteen per cent) after each term of 36 (Thirty Six) months as shown in the table below:

No.	Month	License Fee(Rs.) p.m.
1.	1-36 (1 st Term)	Rs. 18,01,602 /-
2.	37-72 (2 nd Term)	Rs. 20,71,842/-
3.	73-108 (3 rd Term)	Rs. 23,82,618/-

Notwithstanding the above, the License Fee and the escalation thereof shall be suitably revised on a cost neutral basis with a suitable discount rate at mutually agreeable terms between the Parties.

7.3 **Payment of License Fee.** The License Fee shall be paid monthly in advance on or before the 10th day of each English calendar month for which it is due or within 10 (ten) days from the receipt of the invoice from the Licensor, whichever is later. The Licensor has designated the following bank account standing in the name of the Licensor for deposit of the License Fee, IFRSD, FIFRSD, and other sums payable by the Licensee to the Licensor as per this Agreement and payment so made shall constitute valid discharge to the License to the extent of payment so made.

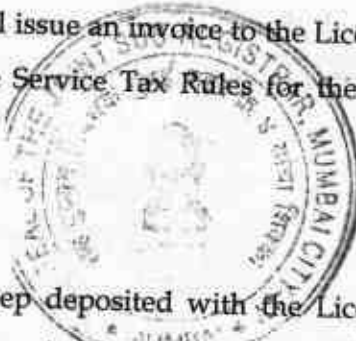
Nature of Account and No:	Current A/c. No: 912020003360268
Name of the Bank:	Axis Bank Limited
Address of the Branch:	Shivaji Park Branch, Dadar, Mumbai.
Name of the Account Holder:	Mindset Estates Private Limited



The Licensor and the Confirming Party represent and warrant to the Licensee that the aforesaid designated account is the account specified by the mortgagee banks in the consent letters issued by them. The Licensee agrees to pay the License Fee, IFRSD and the FIFRSD on its respective due dates in the said designated account as instructed by the Licensor. The License Fee and other sums payable 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. Any delay in payment of the License Fee shall attract interest at the rate of twelve (12) percent per annum, from the due date for payment until the date of actual payment. Service-tax/GST, as applicable, shall be paid by the Licensee over and above the agreed License Fee as mentioned in clause 7.2 above. The Licensor shall issue an invoice to the Licensee every month in compliance with the applicable Service Tax Rules for the Service Tax/GST payable.

SECURITY DEPOSIT

The Licensee shall deposit and keep deposited with the Licensor, during the subsistence of the License, a sum equivalent to 9 (nine) months basic amount (i.e. excluding the service tax) of the License Fee i.e., a sum of Rs. 1,62,14,418 /- (Rupees One Crore Sixty Two Lakh Fourteen Thousand Four Hundred and Eighteen only), as interest-free refundable security deposit for the Licensed



Premises as (hereinafter referred to as the "IFRSD") for the due observance and performance by the Licensee of its obligations and covenants under this Agreement.

8.2 The Confirming Party confirms that the IFRSD and the License Fee shall be directly payable to the Licensor by the Licensee and such payment will not contravene any other agreement that may have been entered into with any third party by the Confirming Party and/or the Licensor. The Licensor and the Confirming Party confirm that such payment of the IFRSD and the License Fee by the Licensee will constitute due and valid discharge of the Licensee's obligation under this Agreement.

8.3 In performance and observance of the Licensee's obligations, the Licensee has, as mentioned in clause 8.1 hereinabove, on or before execution hereof deposited with the Licensor a sum of Rs. 1,62,14,418 /- (Rupees One Crore Sixty Two Lakh Fourteen Thousand Four Hundred and Eighteen only) as the IFRSD, the payment and receipt whereof the Licensor does hereby acknowledge and admit and of and from the same does acquit, release and discharge the Licensee forever,

8.4 Upon escalation of the Licensee Fee as provided for in clause 7.2 above, the Licensee shall forthwith deposit further amount with the Licensor towards Further Interest Free Refundable Security Deposit (hereinafter referred to as "FIFRSD") so that the FIFRSD remains equivalent to 9 (nine) months License Fee during the subsistence of the License, failing which the Licensee shall be liable to pay to the Licensor interest on such deficit sum at the rate of 12 (twelve) percent per annum from the date of such escalation till actual deposit thereof with the Licensor by the Licensee. The Licensee shall top up FIFRSD before the end of the first month of the Second Block (i.e., the 37th month) and the Third Block (i.e., the 73rd month). For the sake of clarity, the FIFRSD amount applicable during the License Term shall be as under.

License Period	FIFRSD Amount (Rs.)	Increase Amount (Rs)
Second Block	Rs. 1,86,46,578/-	Rs. 24,32,160/-
Third Block	Rs. 2,14,43,562/-	Rs. 27,96,984/-

8.5 The Security Deposit, IFRSD, FIFRSD and any other deposits, if any, received from the Licensee 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, simultaneously on the Licensee, Licensee's Affiliates, vacating the Licensed Premises provided that the Licensor

shall be entitled to deduct therefrom all amounts due and owing by the Licensee to the Licensor pursuant to the terms of this Agreement.

8.6 If the Licensor fails to refund to the Licensee the Security Deposit after deducting all amounts due and owing by the Licensee to the Licensor pursuant to the terms of the Agreement simultaneously when the Licensee is ready and willing to deliver vacant possession of the Licensed Premises as aforesaid, the Licensee shall be entitled, without prejudice to its other rights and remedies under this Agreement or in law, to:

- i) remain in use and occupation of the Licensed Premises, without any obligation to pay the License Fee to the Licensor for the duration of such use and occupation of the Licensed Premises, till such time as the amount of the Security Deposit due to the Licensee as aforesaid is refunded. Such staying over by the Licensee in the Licensed Premises shall not constitute a default by the Licensee under the terms hereof. Notwithstanding the aforesaid, it is expressly recorded and mutually agreed that this clause or anything else to the contrary, does not and shall not be construed or deemed to be a renewal of the leave and license or an extension of the duration of license; and

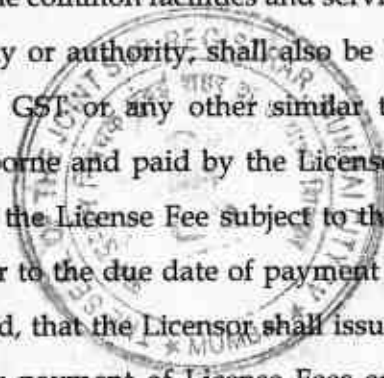


ii) the Licensor shall be liable to pay an interest thereon at the rate of 12% (twelve) per annum on the Security Deposit due, from the date the amount becomes payable to the date of actual payment to the Licensee.

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9. TAXES, DUTIES AND LEVIES

9.1 It is hereby agreed between the Parties that the Licensor shall bear and pay the property tax and other taxes, rates and outgoings payable to MCGM, in respect of the Licensed Premises and the common equipment and facilities installed on the 5th floor of the said Building on which the Licensed Premises is located, for provision of the common facilities and services. Any taxes and/or levies payable in respect of the Licensed Premises and the common facilities and services, which are payable to MCGM or any other body or authority, shall also be borne and paid by the Licensor. The service tax/ GST or any other similar tax, if any applicable, on the License Fee shall be borne and paid by the Licensee and the same shall be paid simultaneously with the License Fee subject to the Licensor raising an invoice in respect thereof prior to the due date of payment of License Fees by the Licensee. It is further clarified, that the Licensor shall issue a proper invoice to the Licensee every month for payment of License Fees and Service Tax/ GST for that particular month. The Licensee shall pay to the Licensor the License Fees along with service tax/ GST within 10 (Ten) days of receipt of



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proper invoice or 10th day of the month for which the invoice is raised, whichever period expires later.

10. COMMON AREA MAINTENANCE

10.1 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. The common areas in The Ruby will be maintained by the Licensor at its cost or by an independent, experienced and reputed agency appointed by the Licensor and the charges payable to such agency shall be borne by the Licensor. Maintenance will include but not be limited to all services for common areas (including car parking area), brief particulars whereof are set out in Second Schedule hereto. "Common Area" for the purposes of this Agreement shall mean the entire said Building i.e, "The Ruby" excluding the premises which are licensed to the Licensee and other users and the owner occupied areas.

10.2 During the fit-out period and any extension thereof, the Licensor will provide services like temporary power and water, and access (on a 24x7 basis), subject to force majeure, to the Licensed Premises provided the Licensee bears the costs for such utilities on actual consumption basis. The Licensor shall provide sub-meters for the power, on each floor, to measure such usage.

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10.3 The Licensor agrees to make arrangements to provide maintenance services either directly or through a maintenance agency designated by it

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11. OTHER CHARGES

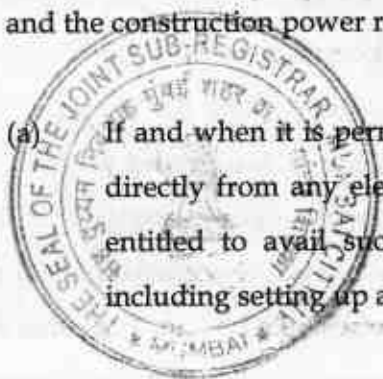
11.1 Electricity

11.1.1 The Licensor has represented to the Licensee that the total commercial connected power load for the Licensed Premises is 162 VA of the Premises (exclusive of high side HVAC power requirement to be provided by the Licensor). This load and the construction power requirements are as follows:-

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(a) If and when it is permissible to the Licensor to avail supply of electricity directly from any electricity distribution company, the Licensor shall be entitled to avail such supply and set up all facilities in that behalf, including setting up a meter.

(b) If any additional load of power supply is required, the Licensor shall render co-operation to obtain such additional load at the entire risk and cost of the Licensee.



11.1.2 **Water:** The License Fees include the consumption charges towards the potable water (as per standard government specifications).

11.1.3 The Licensor shall make arrangement for infrastructure and cabling as a tap-off on the floor to the Licensed Premises to support up to 0.75 kva / 100 sq. ft. of the On Floor Area (exclusive of high side HVAC power requirement to be provided by the Licensor) so as to enable the Licensee, at its own costs, to obtain power connection, meters, etc., from TATA Power Company Ltd. .

11.1.4 The Licensee shall pay to the concerned utility company or to Licensor if it provides a sub-meter (as the case may be) the electricity charges consumed in the Licensed Premises. The Licensee shall be solely responsible to pay electricity charges including deposit, if any, but not limited to late payment charges, damages etc. that may be charged to the Licensor by Tata Power Company Ltd./ Supplier for non- payment or late payment of the electricity consumption charges by the Licensee. In the event there is delay or default in payment of the electricity charges by the Licensee, the Licensor shall not be responsible/liable for consequences of such delays/defaults in payments of electricity charges, taxes, penalty, any other amounts by whatever named called payable in that behalf by the Licensee.

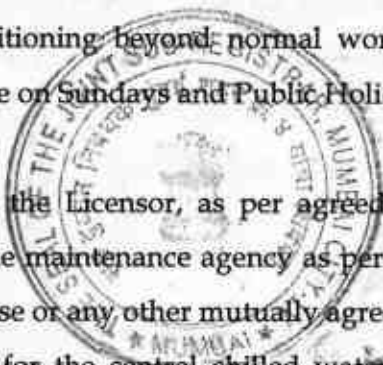
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11.2 HVAC Services

11.2.1 The Licensor has provided with effect from the License Commencement Date, the air conditioning system with all required infrastructure inclusive of high side equipment viz. chillers and provide chilled water pipelines up to the AHU inlet. The Licensor shall ensure that the maintenance agency shall maintain the chilled water temperature at 7.5 deg +/- 1 degree Celsius at the AHU inlet to target an inside room temperature of 24 deg +/- 1 degrees Celsius throughout the year.

11.2.2 Air conditioning shall be available round the clock on all days (i.e. 24 hours and seven days a week). However, the Licensee shall have to bear an additional surcharge for usage of air-conditioning beyond normal working hours from Monday to Saturday and for usage on Sundays and Public Holidays.

11.2.3 The Licensee shall reimburse to the Licensor, as per agreed formula, the air conditioning charges levied by the maintenance agency as per the readings of a BTU meter installed for the purpose or any other mutually agreed mode. Further, the Licensee shall bear the cost for the central chilled water plant and other expenses for the air-conditioning system on actual cost plus 15% (fifteen percent) management fees, apportioned to the Licensee. The Licensor hereby assures the Licensee that the formula for calculation of such charges and rate at which such



charges are to be paid shall be as per the formula and rate charged for other floors in the said Building occupied by the Licensee, subject to a variation of +/- 5%.

12. DISRUPTION OF CRITICAL UTILITIES

In the event any common critical utilities (viz. lift, water, electricity) to the Premises subject to force majeure are disconnected and/or unavailable to the Licensee, the Licensee shall intimate such disruption of services to the Licensor and the Licensor shall take prompt steps for restoration of disrupted utilities/services. In the event the common critical utilities/services (viz. Lifts, water, electricity) are not restored within 24 hours from the time of receipt of intimation by the Licensor from the Licensee, the Licensee shall, for the period pertaining to disruption of common critical utilities upto 72 hrs, be entitled to deduct a sum of Rs.15/- per sq. ft of the aggregate On Floor Area of the Licensed Premises per month (on a proportionate basis per day of disruption,) from the License Fees payable to the Licensor for the subsequent month. For disruption in common critical utilities beyond 72 hrs, total License fee will be deducted for total number of days such disruption happens including the period of first 72 hrs.

13. IMPROVEMENTS TO LICENSED PREMISES

During the subsistence of the License, the Licensee shall be permitted to undertake improvements on the Licensed Premises which are not of permanent nature. The permission shall also extend to non-structural improvements within the Premises without affecting the building structure and the Licensee shall intimate the Licensor of the same prior to the commencement thereof. If any permission is required from any authority, the same shall be procured by the Licensee at its own risks and costs, prior to the commencement of the work, with a copy being forwarded to the Licensor. The Licensor shall at the request and cost of the Licensee sign all applications and give such NOCs as may be permissible within 15 (fifteen) days of the request being made so as to enable the Licensee to apply for the necessary approvals that shall be required from the municipal or other authorities.

14. CAR PARKING

The Licensor agrees to provide 5 (Five) identified car parking slots for the Premises for the sole and exclusive use of the Licensee during the Term, without any charges. The Licensee shall also not be required to pay any deposit/s related to car park charges.



15. REPAIRS AND MAINTENANCE

The responsibility of maintenance of the Licensed Premises is that of the Licensee. However, the Licensor shall be responsible for undertaking the structural repairs to the Premises. While undertaking such repairs, the Licensor shall ensure that the Licensee is intimated in advance suitable modification in the repair schedule. The Licensor shall take care that the day to day activities of the Licensee are minimally hampered during this process.

16. INSURANCE

The Licensor shall at its own costs and expenses, during the continuance of the Agreement, insure and keep the superstructure of the Premises insured, against loss and damage by fire, lightning and such other perils as are customary in the area, for the replacement value of the Premises as determined by the insurance company. The Licensor shall provide the copy of such insurance policy to the Licensee. The Licensee shall be responsible for obtaining, at its own cost and expenses, the insurance of the fit-out within the Premises. In the event of any damage to the interior fit-out in the Premises, the Licensee would claim the same from its insurance company and the Licensor, shall not be responsible for the same and the Parties shall co-operate with each other in making applications for any claims, if required.

17. ACCESS TO THE LICENSED PREMISES

The Licensee shall be permitted access to and use of the Licensed Premises as also the common areas and limited common areas appurtenant to the Licensed Premises at all times, provided the Licensee shall pay an additional surcharge for use of Air Conditioning and other utilities beyond normal working hours, i.e. before 8 a.m. and after 8 p.m.

18. LICENSOR'S AND LICENSEE'S OBLIGATIONS:**18.1 Licensor's Obligations:**

18.1.1 The Licensor shall promptly and regularly pay and discharge all taxes, duties, levies, other outgoing and maintenance charges presently payable by it in respect of the Premises.

18.1.2 The Licensor represents to the Licensee that the said Building and every part thereof has been constructed in accordance with the plans sanctioned and the approvals granted by the MCGM.

18.1.3 The area of the Licensed Premises and every part thereof can be put to its intended use by the Licensee and the Licensee's Affiliates for carrying out services as defined in clause 2.4 above.

18.1.4 The Licensor hereby represents, warrants and assures to the Licensee that the Premises will be available for use by the Licensee and the Licensee's Affiliates during the License Term, without any restriction or break or disruption or interference by the Licensor subject to force majeure.

18.1.5 The Licensor shall, at its own costs, expenses and responsibility, deal with any notices or claims received from the concerned authorities and bodies pertaining and/or relating to the Premises without in any way disturbing and/or disrupting the operations of the Licensee in the Licensed Premises and/or without causing or imposing upon the Licensee any costs or liability in respect of any such notices or claims received from concerned authorities and bodies.

18.1.6 Subject to the Licensee paying the License Fee, outgoings for maintenance, water, electricity, etc. and other amounts due and payable by the Licensee hereunder and observing the covenants and conditions herein contained and on its part to be observed and performed, including its obligation under clause 18.2.6., the Licensee and the Licensee's Affiliates shall be entitled to occupy, use and enjoy the Licensed Premises during the period of this Agreement without any interruption by the Licensor or by any person or persons claiming by, under, through or in trust for it.

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18.1.7 The Licensor shall not do anything or omit or suffer to be done anything whereby the License hereby granted to use, occupy and enjoy the Licensed Premises under or pursuant to this agreement is voided, forfeited, prejudicially affected, restricted or extinguished;



18.1.8 The Licensor agrees with the Licensee that if any statutory permission is required to carry on the business in the Licensed Premises, whereof consent is required from the Licensor, the Licensor shall grant the same to the Licensee at the cost and expense of the Licensee and otherwise, cooperate with the Licensee in obtaining such permission for carrying out IT enabled services, Management consulting services including IT and IT Enabled services, software development and consulting services and other related and ancillary services (services provided with the intensive use of Computers, data entry, data processing, information services) and the scope of services referred to in recitals L and M and scope of services described in clause 2.4 above.



18.1.9 The Licensor shall duly observe and perform all the terms and conditions, stipulations and obligations set forth in all documents under which the Licensor



derives title or rights to or in the Licensed Premises. The Licensor shall ensure that it commits no breach under the said documents.

18.1.10 The Licensor shall not, nor its staff, employees, servants, agents or representatives do or omit to do anything whereby the right of the Licensee to use, occupy and enjoy the Premises or any part thereof in terms of this Agreement is in any manner adversely affected.

18.1.11 The Licensor shall permit Licensee to carry out minor repairs, additions, alterations and replacements for the day to day functioning of electrical, water supply, sewerage, fittings and fixtures and other amenities at the entire risks and costs of the Licensee, in the Licensed Premises, which shall be in accordance with the applicable law.

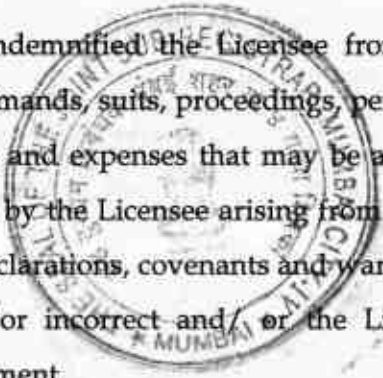
18.1.12 The Licensor shall at its cost promptly carry out all structural repairs (if any required), to the Licensed Premises. However, it is hereby agreed by and between the Licensor and the Licensee that if the Licensor fails to carry out such repairs, the Licensee shall have the option but without any obligation to do so, to carry out such repairs and deduct the costs and expenses incurred from the monthly License Fee payable to the Licensor, subject to prior written intimation and approval by the Licensor of the estimate of such repairs.

18.1.13 The Licensee shall be permitted to use and enjoy the common areas and facilities provided in The Ruby Building subject to the terms of use thereof as may be prescribed by Licensor/Confirming Party and brought to the knowledge of the Licensee from time to time.

18.1.14 The Licensor shall always abide by the terms and conditions of the license granted to the Licensee herein and shall not do any act or deed, which may prejudice or adversely affect the rights and license granted to the Licensee.

18.1.15 The Licensor shall indemnify and keep indemnified the Licensee from and against all and any damage, loss, actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be actually caused to or incurred, sustained or suffered by the Licensee arising from any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Licensor being untrue and/or incorrect and/or the Licensor committing breach of any term of this Agreement.

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18.2 Licensee's Obligations:

18.2.1 The Licensee shall 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 building or which may prejudice the rights of the Licensor as the owner and licensor of the Licensed Premises;

18.2.2 On the expiry or earlier determination or termination of this License as provided herein, the Licensee shall remove themselves, their employees, machineries, tools and belongings from the Licensed Premises and shall discontinue use and occupation of the Licensed Premises subject to the Licensor refunding to the Licensee the interest free deposit after deducting outstanding amount, if any, payable by the Licensee to the Licensor under these presents;

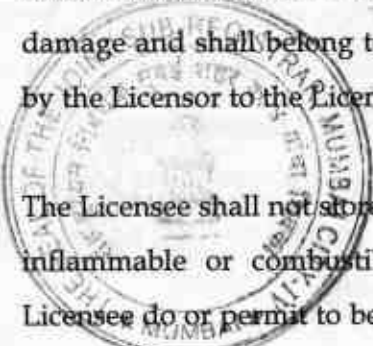
18.2.3 The Licensee shall observe and perform the Rules, Regulations of Mumbai Municipal Corporation from time to time in force and applicable for use of licensed premises and shall not do or permit or omit or suffer to be done anything whereby the Licensor's right in the Licensed Premises is jeopardized.

18.2.4 The Licensee shall pay regularly the License Fee and all other charges payable by the Licensee by virtue of these presents.

18.2.5 The Licensee shall not carry out any work of additions, alterations, renovations, construction and/or re-construction whatsoever of any nature into or upon the Licensed Premises without previous written permission of the Licensor. However, the Licensee shall be entitled to carry out minor non-structural changes namely shifting cabins and workstations at the cost of the Licensee to suit its requirements without such permissions without causing any damage to the Licensed Premises. If the Licensee is desirous of getting any immovable furniture and/or fixtures in the Licensed Premises, it may do so only after getting the prior written permission of the Licensor. These changes as and when made shall be left as it is at the time of vacating the Licensed Premises to avoid damage and shall belong to the Licensor without payment of any compensation by the Licensor to the Licensee.

18.2.6 The Licensee shall not store or bring upon the Premises any hazardous articles of inflammable or combustible (including Cooking gas) nature, nor shall the Licensee do or permit to be done or suffered to be done anything in the Licensed Premises whereby the insurance of the Licensed Premises is adversely affected.

18.2.7 The Licensee shall 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 48 hours' notice thereof to the Licensee.

18.2.8 Without prejudice to the Licensor's obligations to obtain MCGM approval for the initial fit-out of the Licensed Premises as stated in clause 6.2 above, if the Licensee desires to make further fit-out or changes in the fit-out, the Licensor shall assist the Licensee in obtaining all permissions, licenses etc. from the municipal, statutory or concerned authorities for installing equipment etc. and running of its business from the Licensed Premises. However, the costs in respect of such further approvals shall be borne by the Licensee alone.

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18.2.9 The Licensee, on expiry or determination of the License Term, will vacate the Licensed Premises and leave it in reasonably good order and condition simultaneously against receipt by the Licensee of the IFRSD and FIFRSD (subject to deduction of such outstanding amounts as may be legally payable by the Licensee under this Agreement).

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18.2.10 The Licensee may bring and install its computers and other moveable furniture and equipment without causing any damage to the Licensed Premises.

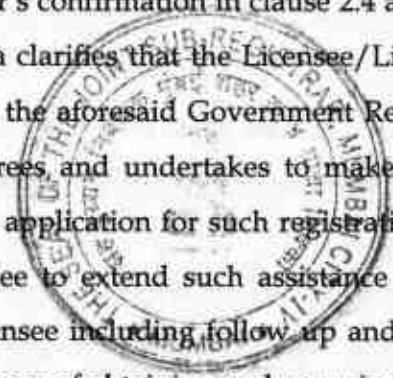
18.2.11 The Licensee and/or Licensee's Affiliates shall always observe the right of user and occupation as stated in this Agreement and the License granted to the Licensee and shall not change the user which may prejudice or adversely affect the rights of the Licensor.

18.2.12 The Licensee and Licensee's Affiliates shall use the Licensed Premises for the purposes referred to in clause 2.4 above and shall not use the Licensed Premises for any purpose other than the said purpose.

18.2.13 Without limiting the scope of the Licensor's confirmation in clause 2.4 above, in the event the Government of Maharashtra clarifies that the Licensee/Licensee's Affiliates require registration pursuant to the aforesaid Government Resolution dated 13th August 2008, the Licensee agrees and undertakes to make and/or cause the Licensee's Affiliates to make an application for such registration at its entire costs and the Licensor hereby agree to extend such assistance and co-operation as may be required by the Licensee including follow up and liaising with the concerned authorities for the purpose of obtaining such permission.

18.3 The Licensee hereby agrees, assures, represents, covenants and states that:

18.3.1 The Licensee shall duly and punctually pay all amounts payable to the Licensor and / or the maintenance agency as the case may be.



18.3.2 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 comply with the provisions of law and shall not commit any breach thereof.

18.3.3 The Licensee shall not do any act/deed/matter/thing whereby the rights of the Licensor to the Licensed Premises or otherwise as member of the said Society/Condominium/Entity are jeopardized or in any manner prejudiced / forfeited / extinguished / adversely affected.

18.3.4 The Licensee and the Licensee's Affiliates will apply for, obtain and/or renew the all the licenses and permissions in respect of the said business at its own and entire risks and costs from time to time. It shall be the sole responsibility of the Licensee and the Licensee's Affiliates 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.

18.3.5 Without prejudice to the rights and privileges available to the Licensee hereunder including inter alia under clause 2.4 and clause 2.5 above, 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.

18.3.6 The day-to-day and minor repairs to and general maintenance of the Licensed Premises including inter alia fuses, leakages of water taps, tiles, walls 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.

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

18.3.8 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.

18.3.9 Without limiting the scope of the Licensor's confirmation in clause 2.4 above, the Licensee shall ensure due compliance of the law as applicable to it or them for

carrying on its or their professional services activities or business activities at the Licensed Premises.

18.3.10 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, assurances, declarations, 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.

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18.4 CORPORATE RESTRUCTURING

In the event the Licensee implements any of its corporate decisions including acquisition, merger, consolidation, reorganization, restructuring including but not limited to, formation of a Limited Liability Partnership, hiving-off or spin-off, divestiture or other separation of its businesses (such decision, collectively the "corporate restructuring decision"), then the Licensee shall intimate in writing as soon as possible to the Licensor and the entity formed pursuant to any such corporate restructuring decision (including an LLP as referred to above) shall be entitled to the rights and obligations of the Licensee under this Agreement so as to retain the benefits of the License and this Agreement. It is agreed that in all such cases of corporate restructuring, the Licensee (in the event it is a surviving entity) and / or the entity so formed (including an LLP), as the case may be, shall execute a Deed of Adherence and ensure that it or they shall be subject to the compliance with the conditions mentioned under IT/ITES Policy stated herein above and shall duly perform, observe and abide by the obligations and covenants of the Licensee contained herein, as if such entity is a party to this Agreement, in place of the Licensee herein.

19. SALE OF THE LICENSED PREMISES

19.1 The Licensor shall be entitled to sell, mortgage or transfer the Licensed Premises or any part thereof to any one or more third party, with due intimation in advance to the Licensee subject to the following conditions:

- (a) such third party purchasers or transferees shall not be direct competitors to the Licensee or the Licensee's Affiliates;



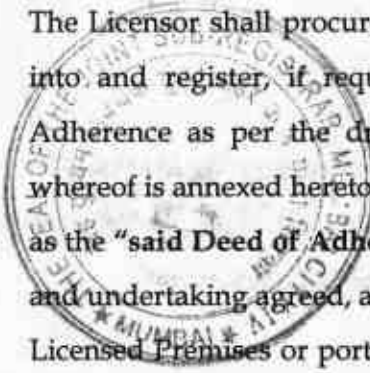
- (b) such sale, mortgage or transfer shall be subject to the License created in favor of the Licensee hereunder and shall not in any way affect the leave and license granted to the Licensee or occupation, use and enjoyment of the Licensed Premises by the Licensee and the Licensee's Affiliates;
- (c) such third party purchasers and transferees shall duly perform, fulfill and observe each of the obligations, covenants and undertakings agreed, accepted or undertaken by the Licensor in respect of the Premises;
- (d) such third party transferees or purchasers shall be made aware of and shall have acknowledged the fact that the Licensee has entered into the Leave and License Agreement for occupation, use and enjoyment of the Licensed Premises and purchase or acquisition of part of the Licensed Premises by third party purchasers or transferees shall not entitle them to take or enforce the rights under the Leave and License Agreement independently, so as to affect the License granted to the Licensee to occupy, use and enjoy the Licensed Premises, so long as the Licensee is not in default in performance and fulfillment of its obligations under the Leave and License Agreement and such default is not continuing.

19.2 Any such sale and/or transfer by the Licensor of the Licensed Premises and/or any part or portion thereof during the subsistence of this Agreement shall be subject to all the terms and conditions herein contained, including *inter alia* the terms relating to refund of IFRSD, FIFRSD, and other security deposits and the same shall not affect the leave and license and the permissions granted to the Licensee under this Agreement. It is clarified that any such disposition shall not affect the License granted to the Licensee on the terms contained herein and occupation, use and enjoyment of the Licensed Premises by the Licensee in accordance with the terms of this Agreement.

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19.3 The Licensor shall procure such third party purchasers and transferees to enter into and register, if required by the Licensee and permissible, a Deed of Adherence as per the draft already approved by the parties hereto, a copy whereof is annexed hereto and marked as "Annexure VI" (hereinafter referred to as the "said Deed of Adherence"), to abide by each of the obligations, covenants and undertaking agreed, accepted or undertaken by the Licensor in respect of the Licensed Premises or portion thereof, at or simultaneous with completion of the sale or transfer.



19.4 All costs and expenses in connection with such sale or transfer or execution and registration of the said Deed of Adherence shall be borne and paid by the Licensor / purchaser / transferee, as the case may be.

19.5 On execution of Deed of Adherence, in terms of the Annexure VI hereto, such third party purchaser shall be treated as the licensor for the purpose of these presents. All the terms, conditions, covenants and provisions of this Agreement shall apply to such third party purchaser with respect to the Licensed Premises.

20. **SHOWING THE LICENSED PREMISES TO PROSPECTIVE LICENSEES.** 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 early termination of this Agreement of Leave and License. However, the Licensor shall inform the Licensee 24 hours in advance of the same. The Licensee shall allow the Licensor or its representatives to show the Licensed Premises to any prospective purchaser during the Licensee's working hours, after the Licensor giving 24 hours' notice of the same to the Licensee.

21. **VACATING THE LICENSED PREMISES.**

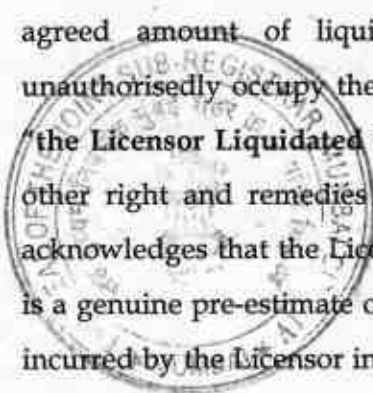
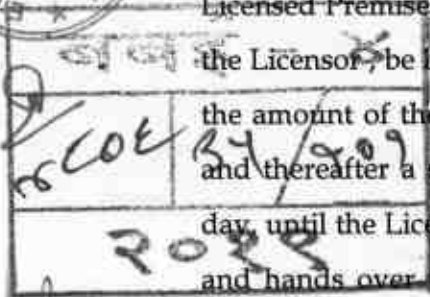
21.1 Without prejudice to the rights available to the Licensor in law and/or under this Agreement on the expiry or sooner determination of this Agreement, the Licensee shall leave the Licensed Premises in reasonably good order and condition and by removing itself, its agents, employees and staff and all its/their belongings from the Licensed Premises simultaneous with the Licensor ready and willing to refund to the Licensee the Security Deposit (subject to the deduction of any outstanding amount legally due and payable by the Licensee under this Agreement) paid by the Licensee to the Licensor hereunder. On such expiry or termination, the Licensee and/or other persons occupying the Licensed Premises shall, save and except in the circumstances set out in clause 8.7 above, 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.

21.2 If the Licensor fails to refund to the Licensee the Security Deposit (subject to the deduction of any outstanding amount legally due and payable by the Licensee under this Agreement) simultaneously when the Licensee is ready and willing to deliver vacant possession of the Licensed Premises as aforesaid, the Licensee shall be without prejudice to its other rights and remedies under this Agreement or in law, entitled to:



- (a) remain in use and occupation of the Licensed Premises, without any obligation to pay the License Fee to the Licensor for the duration of such use and occupation of the Licensed Premises, till such time as the amount of the Security Deposit due to the Licensee as aforesaid is refunded. Such staying over by the Licensee in the Licensed Premises shall not constitute a default by the Licensee under the terms hereof nor shall the Licensor press any charges of trespassing on the Licensee and the Licensor shall not be entitled to prevent the Licensee, its agents, staff, employees and/or visitors from entering into the Licensed Premises, or any part thereof; and
- (b) the Licensor shall be liable to pay an interest thereon at the rate of 12% (twelve percent) per annum on the Security Deposit due, from the date the amount becomes payable to the date of actual payment to the Licensee.

21.3 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 or occupy the Licensed Premises unauthorisedly after the expiry or sooner determination of this Agreement or such extended time as aforesaid, and the Licensee shall, so long as it fails to discontinue use and occupation of the Licensed Premises and fails to hand over possession of the Licensed Premises to the Licensor, be liable to pay to the Licensor a sum equal to one and a half times the amount of the license fee payable per day for the first two months of delay and thereafter a sum equal to twice the amount of the license fee payable per day, until the Licensee discontinues use and occupation of the Licensed Premises and hands over vacant possession thereof to the Licensor, as and by way of agreed amount of liquidated damages for continuing to illegally and unauthorisedly occupy the Premises. Such amount is hereinafter referred to as "the Licensor Liquidated Damages Amount". This is without prejudice to any other right and remedies available to the Licensor. The Licensee agrees and acknowledges that the Licensor Liquidated Damages Amount is reasonable and is a genuine pre-estimate of a part of the loss, expenses and costs required to be incurred by the Licensor in such a situation. The Licensee does hereby agree and undertake to pay the said Licensor Liquidated Damages Amount to the Licensor, without demur, forthwith on demand from the Licensor and hereby waives its



right to require the Licensor to produce proof to establish reasonableness of the Licensor Liquidated Damages Amount. In the event of any delay in payment of the Licensor Liquidated Damages Amount or any part thereof, the Licensee shall pay, without prejudice to the rights and remedies available to the Licensor, interest on such amount at the rate of 12% (twelve) percent per annum, compounded on a monthly basis, from the due date for payment until the date of actual payment.

22. **NO LIABILITY FOR EXPENDITURE INCURRED BY THE LICENSEE.** Save as otherwise expressly provided herein, on the expiry or sooner determination of this Agreement in accordance with the terms of this Agreement, the Licensor shall not be liable to pay to or reimburse or indemnify the Licensee for the expenditure, if any, the Licensee has incurred in renovating or refurbishing or decorating the interior or otherwise. However, the Licensee shall be entitled to remove all movable furniture & equipment brought in by the Licensee.

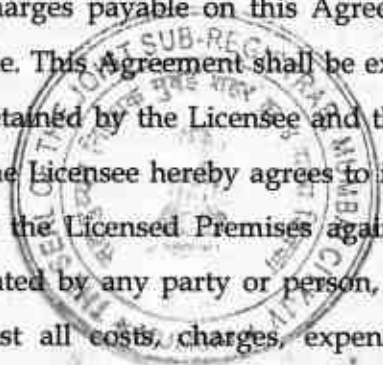
23. **DAMAGES TO THE LICENSED PREMISES.**

In the event that any damage is caused in any manner to the Licensed Premises because of the installation, operation or presence of the machines, motors or tools of the Licensee, the Licensee shall have the same repaired and restored to original condition at its own costs and expenses within seven days from the occurrence of the damage. If such damage is not repaired by the Licensee to the aforesaid condition, the proportionate cost for repairs of the same shall be deducted from the interest free security deposit before it is refunded to the Licensee. If the cost of repair exceeds the amount of the security deposit remaining with the Licensor then such excess amount shall be paid by the Licensee to the Licensor within 7 days of the expiry of the Agreement, failing which the same will be recovered with interest at Twelve (12) percent per annum.

24 **STAMP DUTY AND REGISTRATION CHARGES**

24.1 The stamp duty and registration charges payable on 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 Licensee and the counterpart shall be retained by the Licensor. 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 and also against all costs, charges, expenses (including attorney's fees) that the Licensor may be required to 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.

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24.2 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.

25. TERMINATION AND CONSEQUENCES

25.1 Termination by the Licensee

25.1.1 Notwithstanding anything to the contrary contained in this Agreement including the Lock-In Period, the Licensee may terminate this Agreement, in the event the Licensor commits default or breach of any of their representations, warranties, covenants or obligations and if such default or breach, in the opinion of the Licensee, is remediable and is not remedied within thirty (30) days of receipt of notice in writing by the Licensor from the Licensee, the Licensee may at any time thereafter terminate this Agreement

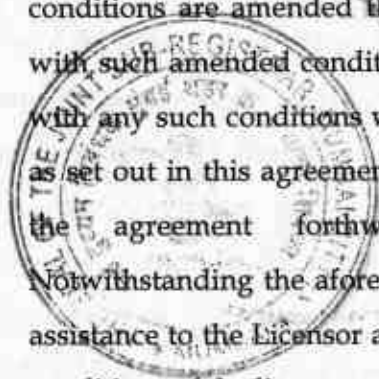
25.1.2 The Licensee may immediately terminate this Agreement by providing written notice of such termination to the Licensor upon the occurrence of any of the events described below:

- (a) the Licensor ceases to exist;
- (b) the Licensor passes any resolution for its liquidation or winding up;
- (c) the Licensor enters into receivership or enters into any arrangement which is likely to bring about change of control or management, which in the reasonable opinion of Licensee, is likely to affect the ability of the Licensor to perform, fulfill and observe its representation, warranties, covenants and obligations herein;
- (d) the Licensor makes an assignment for the benefit of creditors;
- (e) If the Licensor is required under law to procure or renew any license, including compliance of its term thereof, to continue its ownership of the Licensed Premises, then it shall be the sole responsibility of the Licensor to procure or renew such license. Furthermore, if any such license conditions are amended then the Licensor shall be required to comply with such amended conditions. In the event the Licensor fails to comply with any such conditions which may prejudice the rights of the Licensee as set out in this agreement, the Licensee shall be at liberty to terminate the agreement forthwith without any Notice whatsoever. Notwithstanding the aforesaid, the Licensee shall provide all reasonable assistance to the Licensor as may be required by the Licensor to meet the conditions of the license.

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Licensee may terminate this Agreement, or any particular Services, at any time immediately upon written notice to you, if Licensee reasonably determines that Licensee can no longer take Services in accordance with applicable law or professional obligations.

25.2 Termination by the Licensor

25.2.1 The Licensor may terminate this Agreement, in the event and only in the event if the Licensee commits default or breach of any of its representations, warranties, covenants or obligations and if such default or breach, in the opinion of the Licensor, is remediable and is not remedied within thirty (30) days of receipt of notice in writing by the Licensee from the Licensor.

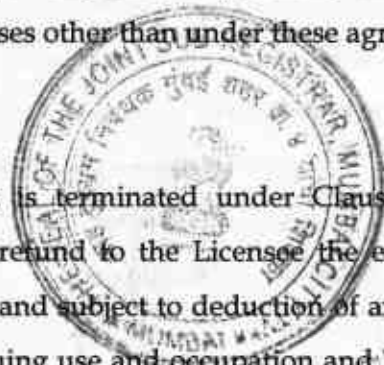
25.2.2 The Licensor may immediately terminate this Agreement by providing written notice of such termination to the Licensee upon the occurrence of any of the events described below:

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- (a) the Licensee ceases to exist;
- (b) the Licensee passes any resolution for its liquidation or winding up;
- (c) the Licensee enters into receivership or enters into any arrangement which is likely to bring about change of control or management, which in the reasonable opinion of Licensor, is likely to affect the ability of the Licensee to perform, fulfill and observe its representation, warranties, covenants and obligations;
- (d) the Licensee makes an assignment for the benefit of creditors;
- (e) if there are any proceedings instituted by or against the Licensee for liquidation or winding up of the Licensee.
- (f) In the event if the Licensee or its Affiliates make any claim, contends, or alleges, that tenancy, demise, deemed tenancy or sub-tenancy on the said Licensed Premises under the Maharashtra Rent Control Act, 1999 (or any ordinance amending the same or any statutory modification or reenactment thereof) has been created in its favour over or in respect of the Licensed Premises, or any parts or portions, thereof or makes any claim on the said Premises other than under these agreements.

25.3 Consequences of termination

25.3.1 In the event this Agreement is terminated under Clause 25.1.1 above, the Licensor shall, forthwith (a) refund to the Licensee the entire amount of the Security Deposit in lump sum and subject to deduction of any outstanding dues against the Licensee discontinuing use and occupation and handing over vacant possession of the Licensed Premises to the Licensor; and (b) make good all losses, damages, costs and expenses actually incurred or suffered by the Licensee



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

25.3.2 In the event this Agreement is terminated under Clause 25.2, the Licensee shall forthwith (a) pay to the Licensor the unpaid License Fee including all taxes and charges mentioned in this Agreement; (b) discontinue use and occupation and hand over vacant possession of the Licensed Premises to the Licensor; and (c) 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.

26. FORCE MAJEURE

26.1 Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, before or after the commencement of the license, in whole or in part, due to acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes (unless caused by the acts or omissions of the Parties, or their failure to act in a good faith to resolve the same), orders of governmental or other statutory authorities, national emergency, or any other similar causes beyond the reasonable control of the party affected ("Force Majeure").

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26.2 If a party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:



(a) give prompt written notice to that effect to the other party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars, concerning such occurrence, and

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(b) use reasonable efforts to remedy such occurrence as quickly as possible. To the extent required by any such occurrence, performance hereunder by the party affected shall be suspended during the continuance of any such occurrence (but for no longer period) and this Agreement shall otherwise remain unaffected. When such occurrence is remedied, such party shall promptly notify the other party and such suspension shall end.



26.3 In the event that owing to any such Force Majeure as aforesaid, implementation of this Agreement or any part thereof is suspended for a period of more than ninety (90) days, the party affected by the Force Majeure shall have the right, at any time thereafter and so long as the concerned Force Majeure continues, to



terminate this Agreement without further obligation, by written notice to the other.

26.4 Upon termination of this Agreement due to Force Majeure conditions, the provisions relating to termination and effect as stated aforesaid shall follow.

27. LICENSOR'S, AND LICENSEE'S REPRESENTATIONS

27.1 The Licensor doth hereby represent and warrant to the Licensee that:

27.1.1 The Licensor has good title, full and absolute rights, power and authority to deal with the Licensed Premises in the manner set out in this Agreement. All permissions, approvals, sanctions and clearances in respect of the development and construction of the Licensed Premises, the said Building, the common areas and facilities therein, the utilities and use and occupation of the Licensed Premises have been obtained by the Licensor/Confirming Party from the concerned authorities and agencies and are valid and subsisting;

27.1.2 The Licensed Premises is free from all encumbrances and is not the subject matter of any litigation, nor are the same or any of them attached in execution of any decree, nor is there in existence nor has the Licensor created any tenancy or any right in favour of anyone in respect of the Licensed Premises;

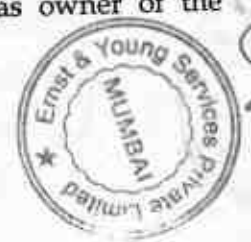
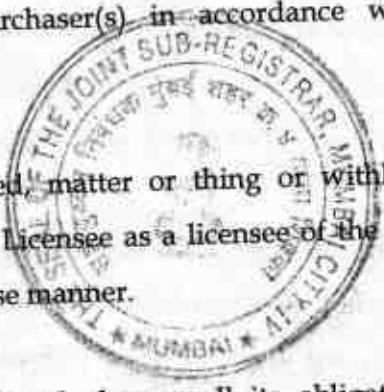
27.1.3 If, during the subsistence of this Agreement, the Licensor desires to mortgage, charge or otherwise encumber in any manner whatsoever, the Premises or any part thereof, the Licensor shall be entitled to do so subject to this Agreement and all the terms and conditions contained herein and without affecting, in any manner, the rights of the Licensee to continue to occupy and enjoy the Licensed Premises in terms hereof.

27.1.4 In the event the Licensor sells a part of the Licensed Premises in accordance with the provisions of this Agreement, the Licensor shall procure the Deed of Adherence duly executed by such purchaser(s) in accordance with this Agreement.

27.1.5 The Licensor has not done any act, deed, matter or thing or withheld any material facts by which, the rights of the Licensee as a licensee of the Licensed Premises would be impacted in any adverse manner.

27.1.6 The Licensor shall duly perform, fulfill and observe all its obligations and covenants that are required to be performed, fulfilled and observed from time to time under this Agreement and otherwise applicable to it as owner of the

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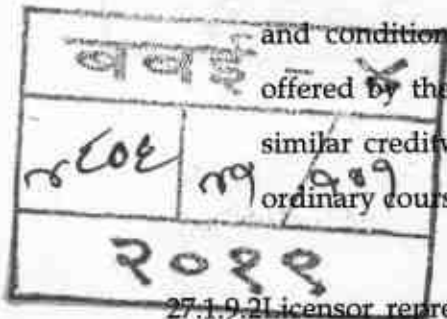


Licensed Premises and shall observe and fulfil all terms and conditions throughout the term of this Agreement;

27.1.7 The Licensed Premises have been duly approved for use by the Licensee as mentioned in clause 2.4 above and shall remain so approved for such use during the subsistence of the License.

27.1.8 The Licensor shall always abide by the terms and conditions of the license granted to the Licensee herein and shall not do any act or deed, which may prejudice or adversely affect the rights and license granted to the Licensee under this Agreement.

27.1.9.1 The Licensor acknowledges that the Licensee intends to take on leave and license basis the Licensed Premises as a consumer in the ordinary course of the Licensor's business. Accordingly, the Licensor hereby represents and warrants, on and as of the date of this Agreement that (a) the Agreement contains market economic terms, conditions and rates, (b) the Agreement does not contain terms and conditions that are, in the aggregate, more favourable than those being offered by the Licensor to other Licensees with similar levels of spending and similar creditworthiness, and (c) entering into this type of agreement is in the ordinary course of the Licensor's business with Licensees such as the Licensee.



27.1.9.2 Licensor represents and warrants that the aggregate payments to be made by Licensee during any calendar year during the Term to or for the benefit of Licensor for the use of the Licensee Premises (whether under the lease or pursuant to related agreements) ("Licensee Payments") shall not equal or exceed five percent (5%) of the Annual Revenues of the Licensor Group. "Annual Revenues" means the annual revenues as set forth in the Licensor Group's then most recently available annual financial statements prepared in accordance with generally accepted accounting principles, consistently applied. "Licensor Group" means the consolidated group of which Licensor is a part, as set forth in the most recently available annual financial statements that include Licensor.



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27.1.9.3 In the event that Licensee Payments during any calendar year during the Term shall equal or exceed five percent (5%) of the Annual Revenues of the Licensor Group, then Licensor represents and warrants as follows: (i) that neither the Licensor nor any entities that "Control" Licensor are registered with the United States Securities and Exchange Commission ("SEC"); and (ii) that none of Licensor's officers, directors or "Substantial Equity Owners" are officers or directors or Substantial Equity Owners of an entity that is registered with the SEC. "Substantial Equity Owners" are those persons or entities holding, directly



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or indirectly, greater than ten percent (10%) of the equity interests in such entity. "Control" means either (y) ownership, directly or indirectly, of equity securities entitling such person or entity to exercise in the aggregate at least fifty percent (50%) of the voting power of such entity in question; or (z) possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity in question, whether through ownership of securities, by contract or otherwise.

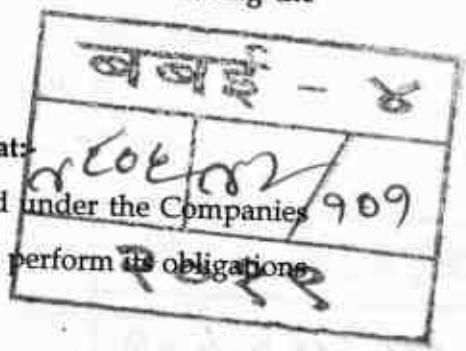
27.1.9.4 In the event that there is a change in ownership of the Licensed Premises, the Licensor acknowledges that the Licensee will separately need to make enquiries of such legal acquirer of the Licensor's rights or obligations under this Agreement. Licensor agrees to provide notice of such change to Licensee promptly following such change in ownership.

27.1.9.5 The Licensor hereby agrees to notify the Licensee, without any delay, about any facts which may result in any of the Licensor's representations described in clauses (b) or (c) above in this Section becoming false or inaccurate during the term of the Agreement.



The Licensee represents and warrants to the Licensor that:

27.2.1 The Licensee is a Private Limited Company incorporated under the Companies Act, 1956 and is entitled to enter into this Agreement and perform its obligations under this Agreement.

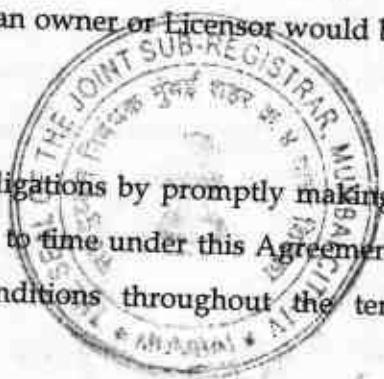


27.2.2 The paid-up share capital of the Licensee is less than Rs. 1 crore.

27.2.3 The Licensee shall use the Licensed Premises strictly in the manner set out in this Agreement and for its and / or the Licensee's Affiliates business purpose only as stated in this Agreement, as per clause 2.4;

27.2.4 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.

27.2.5 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.



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



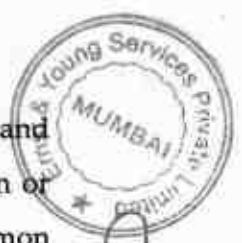
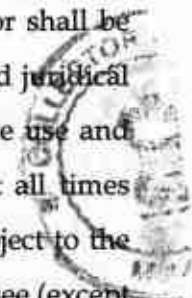
27.2.7 The License Fees is the fair and reasonable contractual License Fees or compensation in respect of the License herein of the Licensed Premises and, the Licensee shall never make an application or institute any suit / action / proceedings in any court of law, tribunal, or any other legal forum,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

27.2.8 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 judicial 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 and 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.

27.2.9. 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 clause 2.4 above, the Licensee shall not change the user in manner, which may prejudice or adversely affect the rights of the Licensor, failing which, the same shall amount to breach of the essential terms of this Agreement and without prejudice to any rights or remedies available to the Licensor, the Licensor shall be entitled to terminate this Agreement notwithstanding any lock-in period.

27.2.10 The Licensee shall maintain the Licensed Premises at its costs in a good and tenable repair and condition and shall not make any structural alteration 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 the Society/Condominium/Body corporate formed 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

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MCGM or any other local or statutory authority/body due to any unauthorized construction/alteration done by the Licensee in the Licensed Premises.

28. MISCELLANEOUS

28.1 Authority: No provision of this Agreement shall constitute any Party as the legal representative or agent of the other, nor shall any Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of any other Party.

28.2 Employees: No person employed by any Party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other Party. Each Party shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all persons who are engaged by it for the performance of any obligations under this Agreement and such person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify and keep indemnified the other Parties against any such claims made by any such person to or against the other Parties.



28.3 Notice: Save as otherwise specifically provided in this Agreement, any notice, demand or other communication to be served under this Agreement may be served upon any Party only by registered speed post acknowledgement due or delivering the same by courier or sending the same by facsimile transmission to the Party to be served at its address below, or facsimile number given below, or at such other address or number as it may from time to time notify in writing to the other Parties.

If to the Licensor, addressed as follows:
MINDSET ESTATES PVT. LTD.
Attention: Mr. Harresh Mehta, Director
Gordhan Building Number II,
2nd Floor, 12/14 Dr. Parekh Street,
Prarthana Samaj, Mumbai 400004.

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If to the Licensee, addressed as follows:
ERNST & YOUNG SERVICES PVT. LTD.
Attention: Hiresh_Wadhvani
14th Floor, The Ruby
29, Senapati Bapat Marg,
Dadar (West), Mumbai 400 028,
email id: hiresh.wadhvani@in.ey.com



cc to:

Ernst & Young Services Private Limited,
Golf View Tower-B, Sector 42,
Sector Road, Gurgaon - 122 002
Attention: Mr. Kapil Bagadia, Chief Financial Officer
Email: kapil.bagadia@in.ey.com
-Fax: 0124 4644050

If to the Confirming Party addressed as follows:

Mr. Bharat M. Shah, Managing Director
Ruby House, J.K. Sawant Marg,
Dadar West, Mumbai-400028

28.4 **Service of Notice:** A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 48 (forty eight) hours after posting and a notice or demand sent by facsimile transmission shall be deemed to have been served at the time of transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post, in the case of courier, that the letter was addressed and delivered to the courier company, and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred to above.

28.5 **Waiver**

28.5.1 The failure of any Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each Party hereto.

28.5.2 Any express waiver by any Party of any default by the other Party shall not constitute a waiver of any other default by the defaulting Party or a waiver of any of the non-defaulting Party's right.

28.6 **Entire Agreement.** This Agreement together with the Schedules and the Annexures hereto constitutes the entire and only agreement amongst the Parties

and revokes and supersedes all previous discussions, understandings, agreements amongst or between the Parties, if any, concerning the matters covered herein whether written oral or implied and the parties shall nor plead any oral variations to the terms hereof. This Agreement shall not be changed or modified except by written amendments duly agreed amongst and signed by the Parties.

28.7 **Severability:** Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.



28.8 **Confidentiality.** The Parties shall keep strictly confidential all matters relating to this Agreement and other documents referred to herein and the transaction hereunder and any and all confidential particulars and information that a Party may receive from the other Party or Parties.

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29. **Anti-Corruption, Anti-Bribery and Anti-Money Laundering:-**

Both Parties understand and undertake that they shall fully comply with, and will procure that all employees, agents and its sub-contractors fully comply with all applicable anti-corruption, anti-bribery and anti-money laundering laws including without limitation the Indian Prevention of Corruption Act, 1988, the UK Bribery Act, 2010, the U.S. Foreign Corrupt Practices Act, 1997, the Indian Prevention of Money-laundering Act, 2002, and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, and shall refrain from doing any such act, deed or thing that may cause the other Party to be in violation of such laws.

30. **Jurisdiction**

30.1 All actions, proceedings, suits and claims shall be subject to the exclusive jurisdiction of courts in Mumbai.



30.2 Dispute Resolution

All disputes, differences or disagreements arising out of, in connection with or in relation to this Agreement including its interpretation, performance or termination, in the first instance shall be referred to courts of competent jurisdiction at Mumbai.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE FOLLOWING WITNESSES:

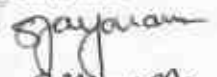

Signed and Delivered by the within named Licensor, **MINDSET ESTATES PVT. LTD.**, by the hand of its Director, Mr. Harresh Mehta / its General Manager, Mr. Sudhakar Shetty, who has been duly authorised pursuant to Board Resolution dated 16th July, 2018 in the presence of:

- (1) Sanjay Kadam - 
- (2) Bhavesh Dhadwe - 

Signed and Delivered by the within named Licensee, **ERNST & YOUNG SERVICES PRIVATE LIMITED**, by its Authorized Signatory, Mr. R. Veluswami who has been duly authorized by resolution of its Executive Board dated 14th August, 2018 in the presence of:

- (1) 
- (2) 

Signed and Delivered by the within named Confirming Party, **THE RUBY MILLS LIMITED**, by its Director / Authorized Signatory, Mr. Purav Shah, who has been duly authorized by resolution of its Board of Directors dated 9th February 2011, in the presence of:

- (1) S. Jayaram - 
- (2) Bhavesh Ing - 

For Mindset Estates Pvt. Ltd


 Authorised Signatory







FOR THE RUBY MILLS LTD.


 Authorised Signatory



बवई - ४
 २६०६ २० / १०९
 २०१९

FIRST SCHEDULE HEREINABOVE 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 26082.15 sq. mtrs. 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 BalGovindasMarg 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



Top page - 1 to 62
 MV - Rs. 55804000 - Rs. 1175001 - 5
 Area - 74519.4 carrels, c-prog + 150 sq. ft.
 GRN - MH000556199201920E

Section 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the Collector of Stamps
 Case No. Adj. MI/244/19/174/19
 Date 04/04/19

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Received from Shri. Ernst & Young Services Pvt Ltd.
 Stamp duty of Rs. (7561001) Rupees Seven Lacs Fifty Six Thousand One Hundred and one.
 vide challan No. Dated 16/04/19

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 7561001 - Rupees Seven Lacs Fifty Six Thousand one Hundred and one has been paid vide article No. 25610 of schedule

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958.
 Place: Mumbai



Note: - This document is entitled for exemption as per Govt of Maharashtra, Industries, Energy & Labour Dept. vide G.O. No. ITP/2013/CR-265/IND-2 dt 25/08/18 as per amended Govt of Maharashtra, Industries, Energy & Labour Dept. vide G.O. No. ITP-2015/CR-207/IND-2 dt 22/02/16 is declared for IT/ITES policy, 2015 & powers conferred by clause (a) of section 9 of M&A reduces or remits SD in public interest on a condition that if the said unit fails to start the activities for which it is granted, the same will be revoked & equivalent SD against SD exempted will be recovered alongwith penalty thereon.

मुद्रांक निदेशिका, मुंबई
 22/4/19

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the "Licensed Premises")

The commercial premises being 5NE North East Wing admeasuring 7451 (Seven Thousand Four Hundred Fifty One Only) square feet on floor area permitted to be constructed under the DC Regulations with or without taking into account the FSI calculations located on the 5th Floor of the building known as "The Ruby" standing on the land 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 within the registration district of Mumbai, which premises is shown demarcated in Grey colour on the Floor Plan annexed hereto and marked as Annexure "II", together with 5 (five) exclusive car parking spaces in the designated car parking areas in "The Ruby".



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Annexure "I"

Copy of Occupation Certificate

Annexure "II"

Floor Plan of the Licensed Premises

Annexure "III"

Copy of the Licensee's Board Resolution

Annexure "IV"

Copy of the Licensor's Board Resolution

Annexure "V"

List of Licensee's Affiliates

Annexure "VI"

Deed of Adherence

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२०२९	



THIS DEED OF ADHERENCE made at Mumbai this _____ day of _____
2019 BETWEEN

ADJ/M/ 244 / 2019
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THE RUBY MILLS LIMITED, a company incorporated and registered under the Companies Act, 1913 having its registered office at Ruby House, J.K. Sawant Marg, Dadar West, Mumbai - 400 028 hereinafter referred to "**the Company**" (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;

MINDSET ESTATES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Gordhan Building No. II, 2nd Floor, 12/14, Dr. Parekh Street, Prarthana 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 Second Part;

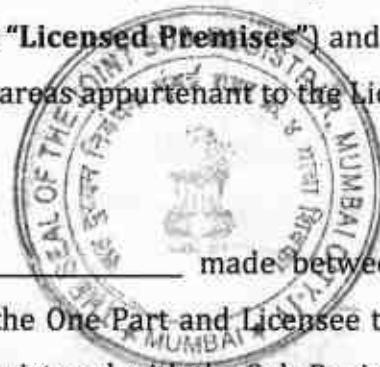


ERNST & YOUNG SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 6th floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi - 110 037, hereinafter referred to as the "**Licensee**" of the Third Part.

WHEREAS:

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A. The Licensors are seized and possessed of or otherwise well and sufficiently entitled to (i) the premises being the 5NE North East Wing admeasuring 7451 (Seven Thousand Four Hundred Fifty One Only) square feet on floor area located on the 5th Floor of the building known as "The Ruby" as shown in the Floor Plan annexed hereto and marked as "**Annexure I**" together with (ii) 5 (five) exclusive car parking spaces in the designated car parking areas in "The Ruby" as more particularly described in the **Schedule** hereunder written (the "**Licensed Premises**") and to the use of the common areas and the limited common areas appurtenant to the Licensed Premises;



B. By a Leave and License Agreement dated _____ made between the Licensors therein referred to as the Licensors of the One Part and Licensee therein referred to as the Licensee of the Other Part and registered with the Sub-Registrar of Assurances at _____ under Serial No. _____, the Licensors granted to the Licensee a license to use and occupy the Licensed Premises at or for the license fee and on the terms and conditions therein contained together

with the use and access to the common areas and limited common areas appurtenant to the Licensed Premises;

- C. By a Deed of Transfer dated the _____ day of _____, 201__ made between the Licensors herein, therein referred to as the Vendors of One Part and the Company herein, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at _____, the Licensors have sold, transferred, conveyed and assured unto the Company the Licensed Premises at or for the consideration and in the manner therein contained;
- D. In the circumstances aforesaid, the Company became seized and possessed of or otherwise well and sufficiently entitled to the Licensed Premises and the license granted to the Licensee under the said Leave and License Agreement stood attorned to the Company;
- E. In view of the aforesaid attornment, the Licensors and the Licensee are desirous of procuring a Deed of Adherence from the Company duly conforming to the terms and conditions stipulated in the said Leave and License Arrangement which the Company has agreed to observe, do and perform in the manner hereafter recorded.

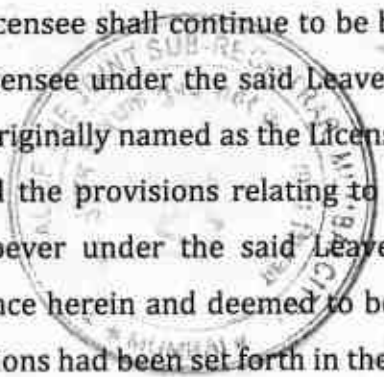
NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Company doth hereby covenant, undertake and agree with the Licensor and the Licensee that by execution of this Deed, the Company duly acknowledges the Licensee as the Licensee of the Licensed Premises and the said Leave and License Arrangement and all the terms, conditions, covenants, undertakings, agreements, provisions and conditions contained therein shall be valid and subsisting as between the Company and the Licensee.

2. The Company shall be bound by all the terms and conditions cast upon the Licensors under the said Leave and License Arrangement as if the Company had been originally named as a Licensor in the said Leave and License Arrangement.

3. The Licensee shall continue to be bound by all the terms and conditions cast upon the Licensee under the said Leave and License Agreement as if the Company had been originally named as the Licensor in the said Leave and License Agreement and that all the provisions relating to its rights, duties and obligations of any nature whatsoever under the said Leave and License Agreement are incorporated by reference herein and deemed to be part of this Deed to the same extent as if such provisions had been set forth in their entirety herein.

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4. The Parties hereto agree that the Licensor shall cease to be a party to the said Leave and License Agreement; provided that such cessation of being a party shall not affect the accrued or continuing obligation, if any, of the Licensor in relation to the Licensed Premises under the said Leave and License Arrangement.
5. As from date of _____, the Company shall be entitled to all the rights and benefits available to the Licensor under the said Leave and License Arrangement, as if the Company was a party thereto in place of the Licensor.
6. The address and other particulars of the Company for the purposes of the said Leave and License Arrangement shall be the same as set out in the introduction clause herein;
7. This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same deed.
8. All taxes, duties and levies applicable to this Deed including stamp duty and registration fees, if any applicable, or arising from this Deed shall be borne and be paid by the Company.



IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

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

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The commercial premises being 5NE North East Wing admeasuring 7451 (Seven Thousand Four Hundred Fifty One Only) square feet on floor area permitted to be constructed under the DC Regulations with or without taking into account the FSI calculations located on the 5th Floor of the building known as "The Ruby" standing on the land 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, within the registration district of Mumbai, which premises is shown demarcated in Grey colour on the Floor Plan annexed hereto and marked as Annexure "II", together with 5 (five) exclusive car parking spaces in the designated car parking areas in "The Ruby".

Signed and Delivered by the within named Confirming Party, **THE RUBY MILLS LIMITED**, by its Director / Authorized Signatory, Mr. Purav Shah, who has been duly authorized by resolution of its Board of Directors dated 9th February 2011, in the presence of:

Signed and Delivered by the within named Licensor, **MINDSET ESTATES PVT. LTD.**, by the hand of its Director, Mr. Harresh Mehta / its General Manager, Mr. Sudhakar Shetty, who has been duly authorised pursuant to Board Resolution dated 16th July, 2018 in the presence of:

Signed and Delivered by the within named Licensee, **ERNST & YOUNG SERVICES PRIVATE LIMITED**, by its Authorized Signatory, Mr. R. Veluswami who has been duly authorized by resolution of its Executive Board dated 14th August, 2018 in the presence of:

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संघटन विभाग
GOVERNMENT OF MAHARASHTRA
उद्योग सह संचालक (मुंबई प्राधिकरण विभाग)

JOINT DIRECTOR OF INDUSTRIES (Mumbai Metropolitan Region)

No. JDI(MMR)/IT/ITES/LOI-184/E & Y Services/2018/329 Date: 23 FEB 2018

"LETTER OF INTENT"

This is to certify that **M/s. Ernst & Young Services Pvt. Ltd.**, having their:-

- Office Address** : 14th Floor, The Ruby IT Park, 29, Senapati Bapat Marg, Dadar (West), Mumbai- 400 028.
- Telephone No** : 022-6192 0000
- Fax No.** : 022-6192 1000
- E-mail address** : hiresh.wadhvani@in.ey.com
- Business Address** : 06th Floor, SW, The Ruby IT Park, 29, Senapati Bapat Marg, Dadar (West), Mumbai- 400 028.
- Total Area** : 15211 sq.ft. carpet.

Bearing IEM Acknowledgement No. 200/SIA/IMO/2018, dtd 07.02.2018 is given to

the unit, hence, the Letter of Intent for their proposed ITES-Large unit for following ITES activities:-

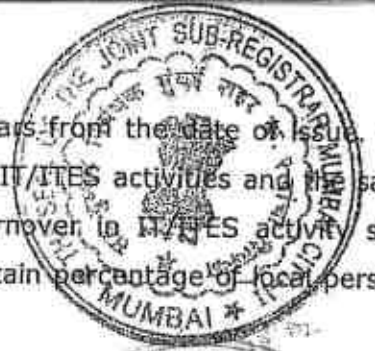
"Back-office Operations."

This Letter of Intent is valid for a period of three years from the date of issue. The unit shall utilize the entire premises for above mentioned IT/ITES activities and the same should be marketed IT/ITES activities only & annual turnover in IT/ITES activity shall always exceed 75% of total turnover. The unit shall maintain percentage of local persons as per Govt. of Maharashtra policy.

Place: - Mumbai.



Joint Director of Industries(MMR)



उद्योग सह संचालक (मुंब्रावि) यांचे कार्यालय, टाटानगर समोर, डॉ. वि. एन. पुरव मार्ग, मुंबई- 400 022.
Office of the Joint Director of Industries (MMR), Opp. Tata Nagar, Dr. V. N. Purav Marg, Chunabhatti, Mumbai - 400 022.
Tel No.: 24056199 E-mail: didicumbai@maharashtra.gov.in

बवई - २
2018

MUNICIPAL CORPORATION OF GREATER MUMBAI**EB/939/GN/A**

To
Owner
The Managing Director,
The Ruby Mills Ltd.,
J.K. Sawant Marg,
Dadar, Mumbai

Sub:- Proposed wing 'C' as I.T. Park Building
(reconstruction scheme under D.C. Regn 58(2),
58(3), 58(6) and 58(1)(a)(iii) on the property bearing
F.P.No.29 of T.P.S.III, of Mahim Division at
J.K.Sawant Marg, Dadar, Mumbai for M/s. Ruby
Mills Ltd.

Ref: Your Architect's letter dated 12.11.2010.

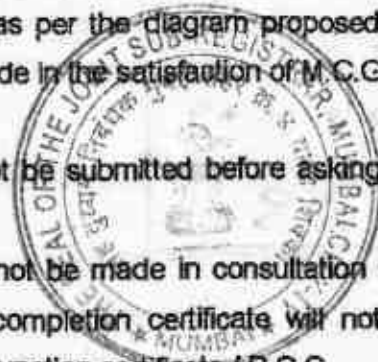
WITHOUT PREJUDICE

Sir,

With reference to above letter, this is to inform you that there is no objection to partly occupy Ground floor, 1st and 2nd upper floor for car parking area, 3rd to 20th upper floors for user portion only except the area for Departmental Store of the Bldg. under reference for proposed wing C as I.T. Park Building (reconstruction scheme under D.C. Regn 58(2), 58(3), 58(6) and 58(1)(a)(iii) on the property bearing F.P.No.29 of T.P.S.III, of Mahim Division at J.K.Sawant Marg, Dadar, Mumbai, which is constructed under supervision of Licensed Surveyor Millind Samel (Regn. No.S/526/LS) and Regd. Structural Engineer Shri Pravin Gala (Regn.No.STR/11) subject to following conditions :-

1. That the separate P.R. Card for setback area transferred in the name of M.C.G.M. shall be submitted before asking for full occupation.
2. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid Waste Management of M C G M shall not be provided
3. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall not be made in the satisfaction of M.C.G.M. shall not be provided.
4. That final N.O.C. from Tree Authority shall not be submitted before asking for occupation / B.C.C.
5. That the surface drainage arrangements will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate / B.C.C.
6. That the final N.O.C. for further occupation from C.F.O. shall be obtained
7. That the N.O.C. from E.E.(P.W.D.) for installation of remaining lift shall be

BPC3/GN-939



obtained.

8. Handing over of share equivalent area to M.H.A.D.A. & M.C.G.M.

This occupation permission is granted without prejudice to rights of M.C.G.M. to take action under Section 353-A of M.M.C. Act, if found necessary.

A set of plans duly stamped/signed showing occupation permission granted to portion marked red is returned herewith as token of approval.

Yours faithfully,

[Signature]
 Dy. Chief Engineer
 Building Proposals (City).

[Signature]
 14/03/11
 AEBPC(VII)

No. EB/939/GN/A

[Handwritten: 14/03/11 AEBPC(VII)]
 Copy to : 1. The Architect,
 Shri Millind Samel,
 Architect,
 301, Mukhyadhyapak Bhavan,
 Plot No.6-B, Road No.24,
 Near Gurukrupa Hotel,
 Sion (W),
 Mumbai 400 022.

- 2. Asstt. Commissioner G/N Ward
- 3. G.A.E.W.W. G/N Ward.
- 4. Dy A.&C. (City).

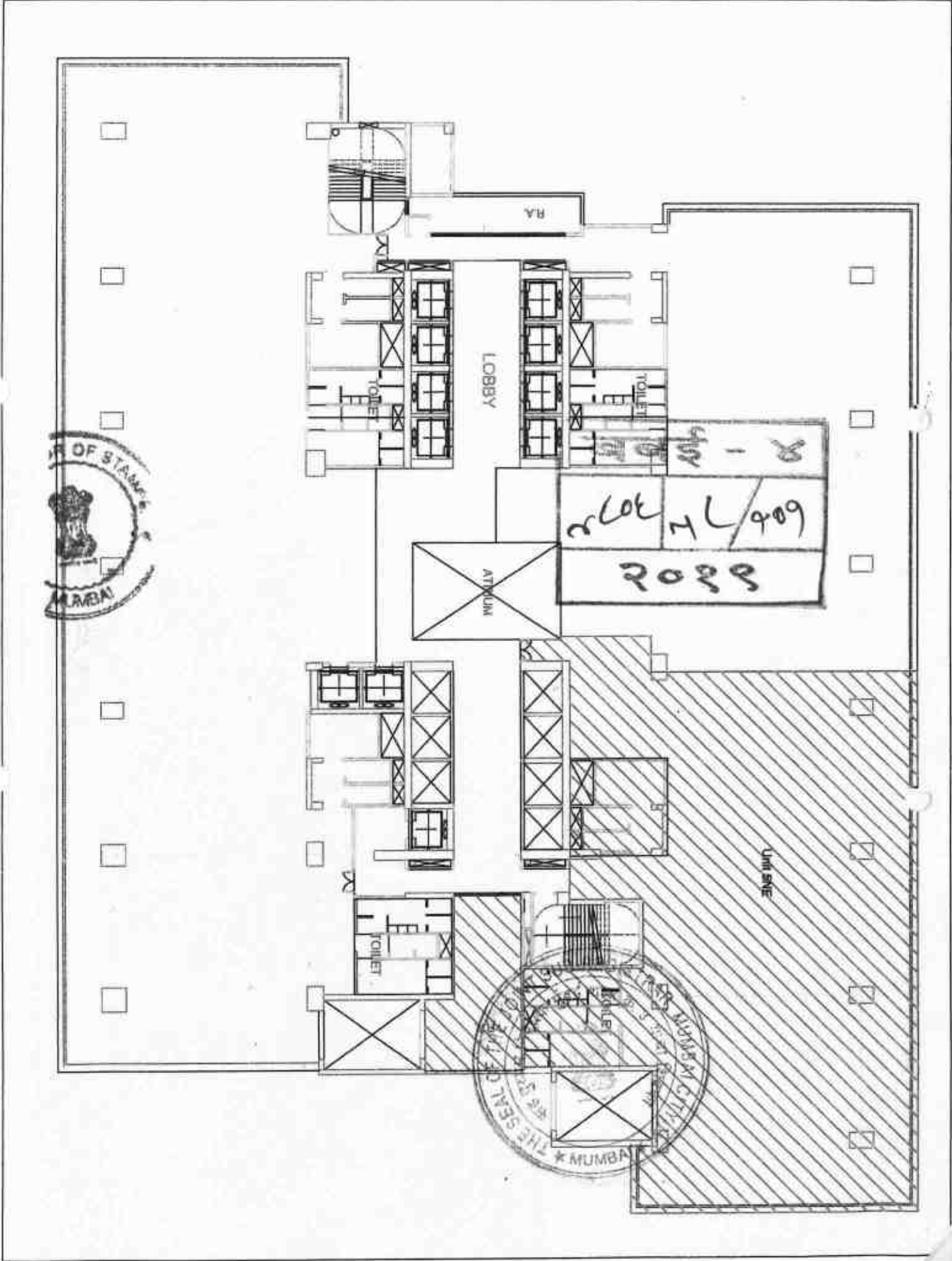


[Signature]
 Dy. Chief Engineer
 Building Proposals (City).

[Signature]
 14/03/11
 AEBPC(VII)

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[Handwritten: 14/03/11 AEBPC(VII)]





Ernst & Young Services Private Limited
14th Floor, The Ruby
29 Senapati Bapat Marg
Dadar (West)
Mumbai - 400028, India

Tel: +91 22 6192 1000
Fax: +91 22 6192 1000
ey.com

ADJ/MI	244	2019
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EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF ERNST & YOUNG SERVICES PRIVATE LIMITED HELD ON TUESDAY, 14 AUGUST 2018 AT 11.30 A.M. AT THE RUBY, 14TH FLOOR, 29 SENAPATI BAPAT MARG, DADAR (W), MUMBAI-400028, MAHARASHTRA, INDIA.

AUTHORISATION FOR SIGNING & REGISTRATION OF LEAVE AND LICENSE AGREEMENT

"RESOLVED THAT Mr. R. Veluswami, s/o Mr. V. Raman Ezhuthassan, r/o C-301, Rahul, Skybuild Village, Saibabanagar Extension, Kandivili West, Mumbai 400 067, Maharashtra, India, be and is hereby authorized to sign, execute, admit & present before the Sub-Registrar or any other registering authority having jurisdiction to do so and get the Leave & License Agreement/Addendum/Amendment/and other documents with M/s Mindset Estates Private Limited, registered in the name and on behalf of the Company at the premises situated at: 5th Floor of the building known as "The Ruby" situated at 29, Senapati Bapat Marg, Dadar (West), Mumbai 400 028, India and to do all such other acts, deeds, matters and things as may be required to give effect to this resolution."

RESOLVED FURTHER THAT the Company shall not be responsible or liable for any illegal acts, violation of applicable laws, rules, regulations, notifications, compromise and/or acts, deeds, matter and things, if done by the person authorized in this resolution or if they act beyond the scope of the powers granted in this resolution.

RESOLVED FURTHER THAT the aforesaid powers entrusted to the said person shall be valid and effective and shall be exercised by him with respect to Signing & Registration of above-mentioned documents only."

Certified True Copy
For Ernst & Young Services Private Limited


Hiresh Wadhvani
Director
DIN: 02147022
Address: 1705, The Imperial,
BB Nakashe Road, Tardeo,
Mumbai- 400034,
Maharashtra, India



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The Ruby Mills Ltd.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE RUBY MILLS LIMITED AT THEIR MEETING HELD ON WEDNESDAY, FEBRUARY 09, 2011 AT 5.30 P.M.

TO GRANT AUTHORITY TO SALE OR GIVE ON LEAVE AND LICENCE 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.

For The Ruby Mills Limited

Naina
Naina R. Kanagat
Company Secretary



बवई - ४	
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२०११	



MINDSET ESTATES PRIVATE LIMITED

Reg off: Gordhan Bldg. No. II, 12/14, Parekh Street, Prarthana Samaj, Mumbai – 400 004
[CIN: U45202MH2008PTC177318] | Email id: info@rohanguroup.com

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF MINDSET ESTATES PRIVATE LIMITED HELD ON MONDAY THE 16TH JULY, 2018 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT GORDHAN BLDG NO II, 12/14 FLR, PAREKH STREET, PRARTHANA SAMAJ, MUMBAI – 400 004

APPROVAL OF LEAVE AND LICENSE AGREEMENT

"**RESOLVED THAT** pursuant to provisions of Articles of Association of the Company, consent of the Board of Directors of the company be and is hereby accorded to enter into a Leave and License Agreement for the premises owned by the Company and situated at Level 5, The Ruby, North East Wing, Senapati Bapat Marg, Dadar (West) approximately on floor area of 7451 sq. ft. with Ernst & Young Services Private Limited for a period upto 9 (Nine) years.

RESOLVED FURTHER THAT the draft of the proposed Leave and License Agreement to be entered into between the Company and Ernst & Young Services Private Limited as placed before the Board, be and is hereby approved along with the terms and conditions mentioned in the said agreement.

FURTHER RESOLVED THAT Mr. Harresh Mehta, (DIN: 00002925) Director of the Company or Mr. Anuj Mehta (DIN: 00002922) Director of the Company or Mr. Sudhakar Shetty, General Manager of the Company be and is hereby authorised to sign and execute the said Leave and License Agreement and any other agreements, deeds, documents and writings as may be required and to do all such acts, deeds and things ancillary thereto on behalf of the company and Mr. Harresh Mehta is further authorised to delegate such power to such person as he may deem fit who will represent the company before the sub-registrar's office or stamps authority as and when required.

FURTHER RESOLVED THAT any of the present directors of the company be and is hereby authorised to furnish a certified copy of this resolution to such authorities as may be required from time to time.

For MINDSET ESTATES PRIVATE LIMITED



HARRESH MEHTA
DIRECTOR
[DIN: 00002925]

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महाराष्ट्र शासन

उद्योग सह संचालक (मुंप्रावि) यांचे कार्यालय,

विकास सेंटर, ७०९, ७वा मजला, बसंत सिनेमाजवळ, डॉ. सी.जी.गिडवाणी मार्ग, चॅंबूर(पूर्व), मुंबई-४०० ०७४.

दूरध्वनी क्र.२५२० ६९९९

Email: didicmumbai@maharashtra.gov.in

क्र. उसस/मुंप्रावि/मातं/मुद्रांक शुल्क सवलत प्रमाणपत्र/१२६/अन्स्ट अॅण्ड यंग सर्व्हिसेस/२०१९/ 1333 दिनांक :-

2.8 MAR 2019

- : प्रमाणपत्र :-

सर्वश्री अन्स्ट अॅण्ड यंग सर्व्हिसेस प्रा.लि. (M/s.Ernst & Young Services Pvt. Ltd.) या उद्योग घटकास त्यांचे युनिट क्र. ६वा मजला, साठथ वेस्ट विंग, दि रूबी आयटी पार्क, २९एफपी, सेनापती बापट मार्ग, दादर (पश्चिम), मुंबई-२८ येथील एकूण चटई क्षेत्र- १५२११ चौ.फू. (एकूण पंधरा हजार दोनशे अकरा चौ.फू.) नवीन माहिती तंत्रज्ञान सहाय्यभूत सेवा घटकासाठी मुंबई मुद्रांक शुल्क अधिनियम-१९५८ अंतर्गत शासन आदेश क्र.मुद्रांक-२००९/प्र.क्र.३२९/म-१, दि. १.११.२०११ नुसार खाजगी माहिती तंत्रज्ञान उद्यानातील " नवीन माहिती तंत्रज्ञान सहाय्यभूत सेवा घटक " म्हणून इरादापत्र क्र. JDI(MMR)/ITES/LOI-184/E & Y Services/2018/929, दि.२३.०२.२०१८ नुसार क्र.उसस /मुंप्रावि /मातं/मुद्रांक शुल्क सवलत प्रमाणपत्र/अन्स्ट अॅण्ड यंग सर्व्हिसेस/१९५/२०१८/१३७७, दि.३०.०३.२०१८ अन्वये प्रमाणित करण्यात आले होते. आता घटकाने युनिट क्र. ०५वा मजला, नॉर्थ इस्ट विंग, दि रूबी आयटी पार्क, या जागेचा समावेश करून विस्तारीकरण करण्याचे ठरविले आहे. त्यासाठी इरादापत्र क्र.JDI(MMR)/IT/ITES/LOI-184/E & Y Services/Inclusion of unit/2019/1330, दि. २७/०३/२०१९ अन्वये घटक क्र.०५वा मजला, नॉर्थ इस्ट विंग, एफ.पी.नं.२९, टीपीएस III, रूबी आयटी पार्क, माहिम डिडिजन, सेनापती बापट मार्ग, दादर(पश्चिम), मुंबई-२८ असे एकत्रिकरण करण्यास प्रमाणित करण्यात आले आहे. त्यानुसार घटकास क्र.०५वा मजला, नॉर्थ इस्ट विंग, एफ.पी.नं.२९, टीपीएस III, रूबी आयटी पार्क, माहिम डिडिजन, सेनापती बापट मार्ग, दादर(पश्चिम), मुंबई-२८ या खाजगी माहिती तंत्रज्ञान उद्यानातील एकूण चटई क्षेत्र ७४५१ चौ.फू. (एकूण सात हजार चारशे एकावन्न चौ.फू.) मुंबई मुद्रांक शुल्क अधिनियम-१९५८ अंतर्गत शासन आदेश क्र. मुद्रांक-२०१५/४५७/अनौ.सं.क्र.०९/ प्र.क्र.११२/म-१, दिनांक ३१.१०.२०१५ नुसार " नवीन माहिती तंत्रज्ञान सहाय्यभूत सेवा घटक " म्हणून प्रमाणित करण्यात येत आहे.

सदर प्रमाणपत्र हे मुंबई शुल्क अधिनियम-१९५८ (१९५८ चा अधिनियम ६०) यांच्या कलम ९ च्या खंड (अ) प्रमाणे (अनुच्छेद ३६ए नुसार) संमती व परवानगी करारनामे(अनुज्ञा) एकूण चटई क्षेत्र- ७४५१ चौ.फू. (एकूण सात हजार चारशे एकावन्न चौ.फू.) निष्पादित करणेसाठीच्या संलेखावर आकारणीयोग्य असलेल्या मुद्रांक शुल्काच्या ७५ टक्के मुद्रांक शुल्क माफीसाठी पात्रता प्रमाणपत्र देण्यात येत आहे.

सदर पात्रता प्रमाणपत्र खालील अटीच्या अधिन राहून देण्यात येत आहे.

" ज्या कामासाठी मुद्रांक शुल्कातून माफी /सवलत देण्यात आली आहे ती कामे सुरू करण्यात कसूर करणारे किंवा " महाराष्ट्राचे माहिती तंत्रज्ञान व माहिती तंत्रज्ञान सहाय्यभूत सेवा धोरण-२०१५ " मधील कोणत्याही शर्तीचा भंग करणा-या घटकांस जणू काही सुरुवातीपासूनच माफी देण्यात आली नसल्याप्रमाणे मुद्रांक शुल्क व दंड भरण्यास पात्र राहिल. "

सोबत जोडण्यात आलेल्या प्रपत्रातील माहिती दस्तऐवज निष्पादित केल्यानंतर तात्काळ या कार्यालयास सादर करावी.



(प.गं.राठोड)
उद्योग सह संचालक(मुंप्रावि)

प्रति:- सर्वश्री अन्स्ट अॅण्ड यंग सर्व्हिसेस प्रा. लि. (M/s.Ernst & Young Services Pvt. Ltd.), क्र.०५वा मजला, नॉर्थ इस्ट विंग, एफ.पी.नं.२९, टीपीएस III, माहिम डिडिजन, सेनापती बापट मार्ग, दादर(पश्चिम), मुंबई-२८

प्रत:- १) मा. जिल्हा सह निबंधक तथा मुद्रांक जिल्हाधिकारी, मुंबई शहर,

मुंबई शहर-४, जुने कस्टम हाऊस, ३रा मजला, फोर्ट, मुंबई-४०० ००१.

२) उद्योग सह संचालक (मातं), उद्योग संचालनालय, नवीन प्रशासन भवन, मुंबई-३२.

३) निवड नस्ती.



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पहाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

उद्योग सह संचालक (मुंबई प्राधिकरण विभाग)

JOINT DIRECTOR OF INDUSTRIES (Mumbai Metropolitan Region)

No.JDI(MMR)/IT/ITES/LOI-184//E& Y Services/Inclusion of unit/2019//330 Date:-

27 MAR 2019

To,
M/s. Ernst & Young Services Pvt. Ltd.,
06th Floor, SW, The Ruby IT Park,
F.P.No.29, TPS III, Mahim Division,
Senapati Bapat Marg, Dadar(West),
Mumbai-400 028.

Sub: Amendment in Business Address (Inclusion of unit).

Ref:- 1. This office LOI No.JDI(MMR)/IT/ITES/LOI-184/E & Y Services/2018/
029, dtd. 23.02.2018.
2. Your application dtd.22.03.2019

This office has granted Letter of Intent as Large ITeS enterprise vide letter under reference no 1 above for the area of 15211 sq.ft. carpet area. Now as per your letter dtd.22.03.2019, the additional carpet area of 7451 sq.ft. carpet area taken on Leave and License Agreement as an additional units i.e. unit on 5th Floor, North East Wing, The Ruby IT Park.

As per request vide letter under reference 2 above, following amendment in respect of business address of the unit is issued, subject to condition that the unit shall utilize the entire premises for ITeS activities & annual turnover in ITeS activities shall always exceed 75% of total

Instead of

Business Address :

06th Floor, SW, The Ruby IT Park,
F.P.No.29, TPS III, Mahim Division,
Senapati Bapat Marg, Dadar (West),
Mumbai-400 028.

Please read as

Business Address :

06th Floor, SW Wing & 05th Floor, NE Wing,
The Ruby IT Park, F.P.No.29, TPS III,
Mahim Division, Senapati Bapat Marg,
Dadar(West), Mumbai-400 028.

This letter is an accompaniment of original ITES LOI mentioned at reference above and shall read with it. All other contents, terms and conditions of the original ITES LOI remain unchanged and are applicable. This letter should be attached to the original LOI.

Place: - Mumbai.



Joint Director of Industries(MMR)

उद्योग सह संचालक (मुंबई), योग्य कार्यालय विकास सेंटर, 7^थ फ्लोर, निसर्ग चिंतन, डॉ. ए.जी. गिडवानी मार्ग, चेम्बूर (प.प.), मुंबई-४०००७४.
Office of the Joint Director of Industries (MMR) Vikas Centre, 7th Floor, Near Nisarg Chintan, Dr. A.G.Gidwani Marg, Chembur (E.29),
Mumbai - 400 074.

tel No.: 27200100

E-mail: jdi@mmr.maharashtra.gov.in



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महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
उद्योग संचालनालय

DIRECTORATE OF INDUSTRIES
New Administrative Building, Opp Mantralaya, Mumbai-400032.
☎ 22028308 / 22023477 / Fax- 22026826, E-Mail - diit@maharashtra.gov.in

No. DI/IT/The Ruby /Registration/370/2017/ 9-5019

Date: -
8 JUN 2017

To,
The Ruby Mills Ltd.,
Ruby House, J. K. Sawant Marg,
Dadar, Mumbai-400 028.

Sub: - Registration to Private Information Technology Park.
"The Ruby",

- Ref: - 1) Your application letter dated 08/08/2016.
2) This Office De-novo Letter of Intent No. DI/IT/LOI/The Ruby/370/2014/C17014, dated 26/06/2014
3) Occupation Certificate approved by MCGM under No. EB/4003/GN/A, dated 12/04/2005 and 21/09/2005
4) Occupation Certificate approved by MCGM under No. EB/939/GN/A, dated 04/07/2011



With reference to your above application, Registration is hereby granted to you for which part Occupation Certificate issued by MCGM to your Private Information Technology Park as per details here under:

ब-४
२०१९

- | | | |
|--|------------------------|---|
| (1) Name of the applicant Company with full address. | : | The Ruby Mills Ltd.,
Ruby House, J. K. Sawant Marg,
Dadar, Mumbai-400 028 |
| (2) Name of the Information Technology Park. | : | " The Ruby" |
| (3) Address of Information Technology Park | : | F.P. No. 29, TPS III, Mahim
Division, J. K. Sawant Marg |
| | ii] Village/Town/ City | : Dadar |
| | iii] Taluka/District | : Mumbai |
| (4) Total plot Area in Square Meter | : | 26082.15 |
| Plot Area under ownership (IT Park) | : | 26082.15 |



PCU

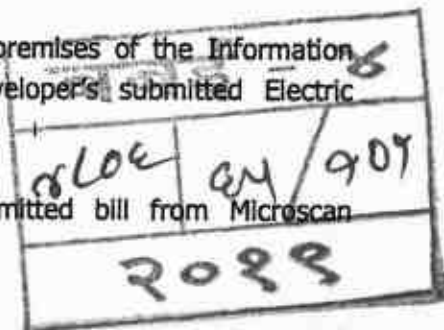
(5) Details of Built up area as approved by MCGM and certified by Chartered Architect.

Total Area of Plot for IT Park in Sq. meter	Built up Area Approved for IT Park in Sq. meter	Total BUA for which O.C. received. in Sq. meter	Total BUA for which O.C. to be received. in Sq. meter	Built up area for regd. IT unit occupied at the time of regn. in Sq. meter	Built up area for support services in Sq. meter	No. of Parking slots
26082.15	49603.02	29542.81	20060.21	29542.81 53.74%	3728.00	1060

(6) Feeder Line/ Sub-station provided : Independent power feeder line up to dedicated sub-station in the premises of the IT Park for power supply of 3607 KW power will be supplied to the IT Park as per billed by Tata Power dated 08/03/2016,

(7) Stand by Power Generation : 4500 Kva through DG set in the premises of the Information Technology Park as per the developer's submitted Electric Inspector certificate.

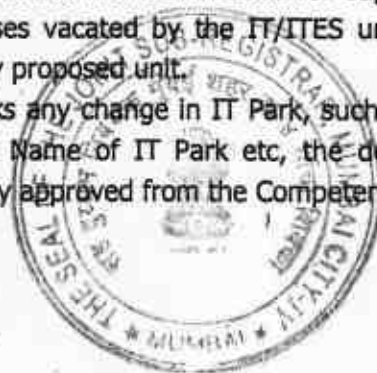
(8) Connectivity In Mbps : 2 Mbps, as per developer's submitted bill from Microscan Computers Ltd.,



The developer shall be responsible for providing the infrastructure facilities as indicated at Point No. 6, 7 and 8 above, which have been claimed to be offered by the developer in this proposed IT Park. The developer has also submitted the relevant documents (*Undertaking*) to this office, in support of this claim. In case the developer in the parameters of these infrastructure facilities seeks any deviation, the developer shall get them specifically approved by the competent authority.

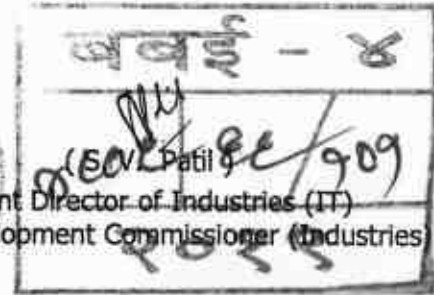
This certificate is issued subject to following condition.

- i) The company/developer will Sale/Lease not less than 80% of the total BUA to IT/ITES units and remaining area but not more than 20% for support services (excluding car parking). The premises vacated by the IT/ITES units would be occupied from same category activity proposed unit.
- ii) In case the company/developer seeks any change in IT Park, such as change in management/Ownership, change in Name of IT Park etc, the developer shall inform this office, & get them specially approved from the Competent Authority.



MCGM

- iii) The company/developer is bound to submit up-to-date information every six months for the calendar period of 1st January to 30th June and 1st July to 31st December for each year, regarding management of IT Park, activities carried out in the IT Park, name of IT/ITES units with area occupied by each of them, investment made by IT/ITES units and number of employment generated etc. (As per prescribed proforma)
- iv) The developer shall always maintain 80%, 20% ratio of built up area for IT/ITES units & support services respectively.
- v) Developer has to provide, compulsory electric meter to every IT/ITES unit established in IT Park.
- vi) Developer has to provide atleast 2% built up area of the IT Park for incubation facilities for new units and agree to abide by guidelines issued by State Government dated 18/05/2016 for allotment of space, rentals to be charged, maintenance charges to be levied etc. This area would be treated as a part of the IT Park to be used for IT/ITES activities.
- vii) In case the developer violates any conditions stipulated under IT/ITES Policy 2015, the Registration will be automatically stand withdrawn. The developer will not be eligible to claim any damages due to withdrawal of Registration.
- viii) Local development authority would verify, in view of IT Policy 2015, the built-up area use of this IT Park. Suitable action may be initiated by local development authority on developer not complying with the norms of IT Park.
- ix) For remaining BUA of 20060.21 Sq. Mtrs. the developer should immediately apply to this office for incorporation in the registration, once the O.C. is granted by MCGM.
- vii) This Registration does not construe any Approval for construction/Built up Area and title of the land, etc.



Copy to: -

1. The Municipal Commissioner, Municipal Corporation Greater Mumbai, Mumbai
2. Dy. Chief Engineer (Building Proposal), City., Wadala, Mumbai.
3. Joint Director of Industries, (MMR), Mumbai.
4. Select File, Information Technology Branch, Head Office, Mumbai - 400 032.



Division: MUMBI
 Register No. 10
 Page No. 30

File No: S.O. Badane
 Checked by: [Signature]

1. Street No. 377, 600, 609
 2. Name of Street or Locality - Nil
 3. Street No. - Nil
 4. Cadastral Survey No. (1) 100.29 174 113
 5. Collector's No. (Collector's Unit No.) - Nil
 6. Collector's No. (Collector's Unit No.) - Nil
 7. Location Survey No. - Nil
 8. L.T.A. No. of the Plot (L.T.A. No. of the Plot) - Nil
 9. L.T.A. No. of the Plot (L.T.A. No. of the Plot) - Nil
 10. L.T.A. No. of the Plot (L.T.A. No. of the Plot) - Nil

11. Name of Person in Beneficial Ownership (REFERRED)
 (1) S. GURJIT ARSETH S. GURJIT (LIT.)
 (2) S. GURJIT ARSETH S. GURJIT (LIT.)
 (3) S. GURJIT ARSETH S. GURJIT (LIT.)
 12. Date of Acquisition by Present Owner - Nil
 13. Mode of Acquisition by Present Owner - Nil
 14. Mode of Acquisition by Present Owner - Nil
 15. Date of Acquisition by Present Owner - Nil
 16. Date of Acquisition by Present Owner - Nil

13. Original Grant from Public Body, if any - Nil
 14. Date from Public Body or Endorser - Nil
 15. Grant from Public Body or Endorser - Nil
 16. Date from Public Body or Endorser - Nil
 17. Remarks - Nil

Assessment Levied/Fixed as per 100 Act, 1907 and vide Col. No. 17 for first 10 Years

(1)	1-4-1971 to 31-3-1981 Rs. 3425.00	P.A.
(11)	1-4-1981 to 31-3-1991 Rs. 1822.00	P.A.
(111)	1-4-1991 to 31-3-2001 Rs. 1822.00	P.A.
(111)	1-4-2001 to 31-3-2011 Rs. 27196.00	P.A.
For last 10 Years		
(6)	1-4-2011 to 31-3-2021 Rs. 32296.00	P.A.



बवई - 8
 र/ल/ए ए/ए/909
 2022





U. Revenue

PERMISSION BY MINT. OF MANUFACTURE UNDERACT OF AREA
 AMBASSADOR
 WITH-9 ABOVE ENTRY IS NOT CERTIFIED AND AREA IS NOT MENTIONED
 AN AREA OF 345.77 SQ. METERS HAS BEEN TAKEN OVER BY THE HANNA BEING 774
 AREA FOR HANNA UNDER PROVISION OF S.C. REGULATION NO. 28(1)(1), THE
 POSSESSION TAKEN OVER BY HANNA ON 02-08-2017 WITH LETTER NO. 216/2017
 CITY/02/2017 DT. 13-08-2017 FROM EXECUTIVE ENGINEER CITY DEVELOPMENT
 M.C. NO. EXTENSION NUMBER WILL BE ASSIGNED AFTER THE REQUIREMENT WILL IS
 COMPLETED
 VIKR. 001.70.00.737/2017
 DT. 13-9-2017/06/15/0-17 488ST. 0017. 09/15-0-17 00791. S.C. S.R. L.A.

Name of Applicant: HANNA SHAMU
 Date of Application: 27/04/2017
 Fee Received: Rs. 20000.00
 Reference of Serial: 72070020128
 Date of Issue: 29 MAY 2017

(Rectangle 'C' brackets shows entry deleted)
 Note: This is a transcript of the extract of S.S. Register which was put by the applicant
 and the area of the property referred in Serial is 345.77 sq. mtr.
 (THIS IS SUPPLEMENTARY TO THE MAIN ENTRY IN S.S. ONLY)

Supplemental
 to the main entry



NOTE :- LAND REVENUE IS IN
 ARREARS
 M. D. D. S. S.
 Assistant Superintendent Comm.
 Survey Office No. 1/2, M. D. S. S.



ववई - ४
 २६०६६६ / १०१
 २०१९

घोषणापत्र

मी. ~~मु. री. दी. ११६~~ ~~को. दी. २१७~~ याद्वारे घोषित करतो कि
दुय्यम निबंधक ~~...~~ यांचे कार्यालयात ~~...~~ या शिर्षकाचा दस्त नांदणीसाठी सादर करण्यात आला आहे. श्री ... ~~...~~ ...
... व इ. याची दि. ... १०/०८/१२ ... 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
व्यक्तिपैकी कोणीही भयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे
कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध
असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे
आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी
पात्र राहिन याची मला जाणीव आहे.



कुलमुखत्यारपत्रधारकांचे नाव व सही

बवई - ४	
१०८	६६/१०९
२०१९	

~~C3 ee/82~~

7 ✓ 1863



XXXXXXXXXXXX

पावती

Original/Duplicate

Wednesday, October 10, 2012

नोंदणी क्र. :39म

10:44 AM

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
दस्त ह्याताळणी फी ₹. 320.00
शटा फी ₹. 20.00

DELIVERED

पृष्ठांची संख्या: 16

एकूण ₹. 440.00

आपणसहा हा दस्तऐवज अदाचे 11:04 AM हा वेळेस मिळेल

सह दुय्यम निबंधक, बबई-3

मुंबई निबंधक

मोबदला: ₹. 0/-

मुंबई शहर क्र. ३

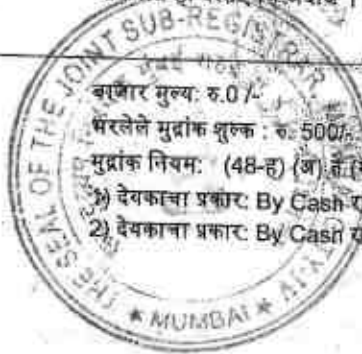
बन्धन मूल्य: ₹. 0/-

भरलेले मुद्रांक शुल्क : ₹. 500/-

मुद्रांक नियम: (48-ह) (अ) व (ग) खेरीज इतर कोणत्याही प्रकरणात

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

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



DELIVERED

बबई - ४	
५८६	५० / १०१
२०११	

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

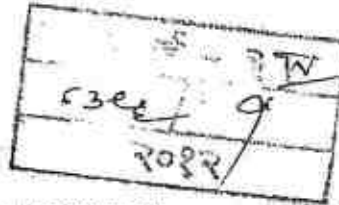
Branch: 383435
 Pay to: Acct - Stamp duty Documents 29/8/12

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-400028

Tel./ Mobile No. 98201799
 Des. of the Document P.O.
 DD/Cheque No. 24 AUG 2012
 Drawn on Bank RECEIVED

Trans ID: A254 Rs.
 PL-548 Rs.
 Franking Sr. No. 80145
 Officer



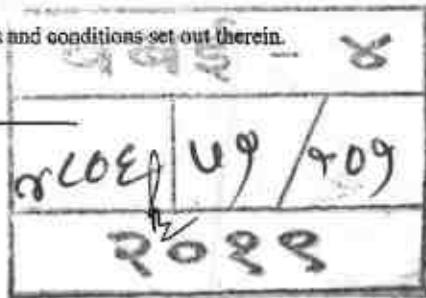
POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, MR. BHARAT M. SHAH, JOINT MANAGING DIRECTOR and MR. PURAY H. SHAH, PRESIDENT OF THE RUBY MILLS LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Ruby House, J.K. Sawant Marg, Dadar, Mumbai-400028 (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.

(Handwritten signature)



THE KAPOL CO-OP. BANK LTD.
 (AUTHORISED SIGNATORY)

भारत 88145
 186600
 AUG 29 2012
 R. 00605001-PB5506
 STAMP DUTY MAHARASHTRA





बयई - ३ TV
 २३०६/२
 २०१२

हात घुटाक वीसिंग अन्दा कायदेत संभव्यारी कायदेत
 वसुधवसा: संकीर्त प्राधिकृत अधिकारी यांना प्रामाणिकपणे
 सादर सादर. मेळ इतिहास आठवणुन आला.

विपिक - *[Signature]* सी. टी.
 सह दुय्या निपाक
 मुई गार ३-३

Particulars of Documents	Particulars of Attorneys
1. Registration Details (Registration No. of the Co.)	80145
2. Particulars of the Share(s) (Share No. & Description)	500/-
3. Particulars of the Applicant (Name & Address)	Mr. Chand M. Shah
4. Particulars of the Bank (Name & Address)	THE KAPOL CO-OP. BANK LTD. FOR BRANCH
5. Particulars of the Authorized Signatory (Name & Address)	(AUTHORISED SIGNATORY)

बयई - ४
 २३०६/२/१०९
 २०१२

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

"The Ruby", situated at 29, Scnapati 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 ~~execute~~ ^{exercise} power 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. 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.



बवई - ४
२०१२
२०१२



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

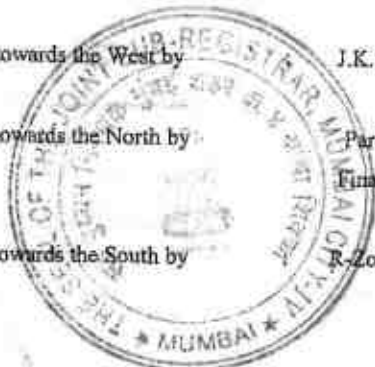
ALL THOSE pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as "The Ruby" and "Ruby House" situate lying and being at Dadar bearing Cadastral Survey No.231 and 1/231 of Mahim Division and Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (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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2022	

वचन - 8	
232	8
2022	

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Handwritten signature

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:)

For THE RUBY MILLS LTD.

MS
MR. BHARAT M. SHAH
JT. MANAGING DIRECTOR





1.
hshah
MR. PURAV H. SHAH
PRESIDENT


hshah





IN THE PRESENCE

ACCEPTED

1. MR. PANKAJ J. PARKHI






Parkhi

	105 - 8
	105/4/909
	088

2. MR. RAJARAM K. PALANDE


R. Palande

	वजई - ३२
	१३९१/५

3. MR. JADAVPRASAD G. VYAS


J. Vyas



4. MR. ROHITAKSHA S. KOTIAN


R. Kotian





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."

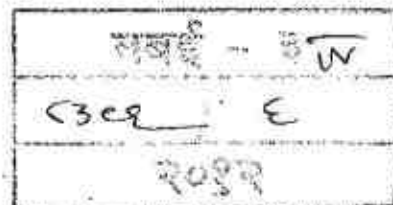
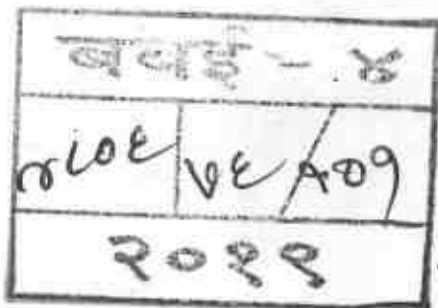
"RESOLVED FURTHER THAT Mr. Purav H. Shah, President be and is hereby authorized to execute and deliver a Power of Attorney in favor of Mr. Pankaj Parkhiya- Company Secretary, Mr. Jadavprasad G. Vyas- Assistant Administrative Officer, Mr. Rajaram K. Palande, Employee of the Company and Mr. Rohitaksha 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



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AJQPS0391D

नाम / NAME
BHARAT MANHARLAL SHAH

पिता का नाम / FATHER'S NAME
MANHARLAL CHUNILAL SHAH

जन्म तिथि / DATE OF BIRTH
16-08-1959

सहकार (संगठन संख्या)
 Controller of Income-tax (Computer Operations)

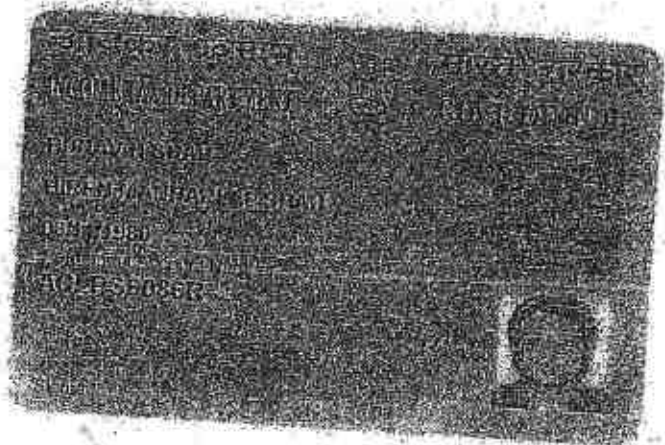
Bhah

वर्क - ४
 २०८५५ / १०१
 २०१९

CERTIFIED TRUE COPY
Scarb
KRANTI SIDRUK
 Admnstr High Court



२०१९
 ०२
 ०



hshah



बबई - ४	
४१०५	७८ / १०९
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CERTIFIED TRUE COPY
Stanz
KRANTI SIDDIK
 Advocate High Court

३३९	८
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Pankaj

बबई - ४	
मूवे	१०५
२०१९	



CERTIFIED TRUE COPY

Kranti Sidruk
KRANTI SIDRUK
Advocate High Court



SPECIAL AGENT
 INCOME TAXATION
 RAJESH KALANDE
 KRISHNAJI BAI PALNKE
 SUYASHI
 10/10/2019
 10/10/2019

K. Kalande



बकाश - ४		
४	६०४	६०/९०९
२०३९		

CERTIFIED TRUE COPY
 Stamp

महाराष्ट्र राजस्व विभाग
 मुंबई नगरपालिका

बकाश - ३ IV	
६३६६	९०
२०३९	



PERMANENT ACCOUNT NUMBER
ACSPV8302N



NAME
JADAVPRASAD GIRAJASHANKAR
VYAS

FATHER'S NAME
GIRAJASHANKAR UMIYASHANKAR
VYAS

DATE OF BIRTH
01-06-1951

SIGNATURE
J. Prasad

OFFICIAL SEAL
Controller of Motor Vehicle Computer Operations

बवई - ४

२०६ ८९/९०९

२०१९



1 Year

Controller of Motor Vehicle Computer Operations

बवई - ३ १२

६३६ ९९

२०१९



भारत सरकार
 GOVT. OF INDIA
 आयकर विभाग
 INCOME TAX DEPARTMENT
 ROHITAKSHA S KOTIAN
 SANKAPPA INDU AMIN
 18/05/1967
 Permanent Account Number
 AWEPK05580



Handwritten signature



CERTIFIED TRUE COPY

Signature
 KRANVI SIDRUK
 Advocate High Court




बचत - ४	
रकोए	८८/१०९
२०११	

बचत - ३ IV	
५३९	१२
१०१२	

बबई - ४
 ४८०८ ८७/१०१
 २०१९

ELECTION COMMISSION OF INDIA
 भारत निर्वाचन आयोग
IDENTITY CARD
 ओळखपत्र

NT/08/040/293503



Elector's Name **Balt Gahor**
 मतदाराचे नाव बाईत किशोर
Father's/Mother's/Husband's Name
 वडील/आई/पतीचे नाव म्हादेव
Sak **M** **लिंग** **पुरुष**
Age as on 1.1.95 **25**
 1.1.95 रोजी वय



PERMANENT ACCOUNT NUMBER
 AEDPG7664R

राजेश भूपतरी गंधी
RAJESH BHUPATRAI GANDHI

पिता व/वा मातेचे नाव
BHUPATRAI MAGANLAL GANDHI

जन्म तिथि (DATE OF BIRTH)
 22-03-1973

व्यक्तिगत स्वाक्षरी
 (PERSONAL SIGNATURE)

आयुक्त निर्वाचन आयोग (अध्यक्ष)
 Commissioner of Income Tax (Chief Officer)

Address: Chhatrapati Shivaji Maharaj
 Merg. Seintants (East)
 Bombay

महाराष्ट्र शासन, विधानसभा, नवी मुंबई
 (पूर्व) भाग

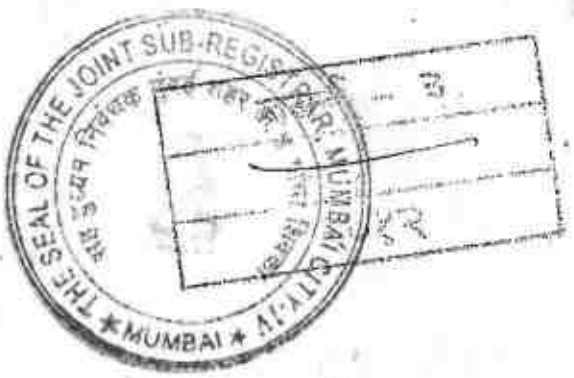
Electoral Registration Officer
 मतदार संदीर्घ अधिकारी
 For 40-Sentants Assembly Constituency
 40-संतांतस विधानसभा मतदार संदीर्घ, नवी मुंबई

Place / स्थान: Deolalgaon / देवालागाव

Date / दिनांक: 15-10-1995

This Card may be used as an identity card under different Government schemes.
 हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून वापरण्यात येऊ शकते.

बबई - ३
 ८३६६/१३
 २०१९



Summary I (GoshwaraBhag-1)

बुधवार, 10 ऑक्टोबर 2012 10:44 म.पू.

दस्त घोषवारा भाग-1

बबई3

दस्त क्रमांक: 8396/2012

दस्त क्रमांक: बबई3 /8396/2012

बाजार मूल्य: रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

डु. नि. सह. डु. नि. बबई3 यांचे कार्यालयात

पावती:9970

पावती दिनांक: 10/10/2012

अ. क्रं. 8396 वर दि.10-10-2012

सादरकारणाराचे नाव: भरत एम शहा

रोजी 10:42 म.पू. वा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 320.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 16

दस्त हजर करणाऱ्याची सही:

एकुण: 440.00

सह दुय्यम निबंधक, मुंबई-3

सह दुय्यम निबंधक, मुंबई-3

वस्ताचा प्रकार: मुखत्यारनामा

मुद्रांक शुल्क: (48-ह) (अ) ते (ग) खेरीज इतर कोणत्याही प्रकारचा

शिक्का क्रं. 1 10 / 10 / 2012 10 : 43 : 19 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 10 / 10 / 2012 10 : 44 : 37 AM ची वेळ: (फी)

प्रतिज्ञापत्र
*सादर दस्तावेज हा नोंदणी कायदा 1906 अंतर्गत असलेल्या वस्तुदैन्यासारखे नोंदणीत दाखल केलेला आहे. *दस्तावीत संपूर्ण मजकूर निष्पादक बबई साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. *दस्तावी सत्यता, वेधता कायदेतील बाबीतली दस्त निष्पादक व कर्तुलीधारक हे संपूर्णपणे जबाबदार राहतील.
① [Signature]
लिहून देणारे:

② [Signature]
रु. 100 रु. 909
iSarita v1.0
2012

① [Signature]
लिहून देणारे:
② [Signature]
③ [Signature]
④ [Signature]

प्रमाणित करण्यात येते की, वस्तामध्ये

एकुण १६ पाने असलेला मुद्रांक

क्रमांक १, बबई-३ ८३९६/२०१२

नोंदला.

दिनांक 10 OCT 2012

सह दुय्यम निबंधक, मुंबई शहर-३

19/10/2012 10:51:57 AM

दस्त गोपबारा भाग-2

बवई 3
दस्ता क्रमांक: 8396/2012 ५५

दस्ता क्रमांक: बवई 3 / 8396/2012
दस्ताचा प्रकार: -मुखत्यारनामा

बवई - ४

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: पंकज जे पाखरीया
पत्ता: फ्लॉट नं.: , माळा नं.: , इमारतीचे नाव: रवी हाउस, ब्लॉक नं.: , रोड नं.: जे के सार्वत मार्ग, शहराचे नाव: Mumbai, राज्य: Maharashtra, जिल्हा: Mumbai, पिन: 400028
पिन नंबर:

पक्षकाराचा मुद्रा	छायाचित्र	अंगठ्याचा ठसा
पोस्ट ऑफ अटॉर्नी होल्डर वय - 32 स्वाक्षरी:		

2 नाव: राजाराम के पालाडे
पत्ता: फ्लॉट नं.: , माळा नं.: , इमारतीचे नाव: रवी हाउस, ब्लॉक नं.: , रोड नं.: जे के सार्वत मार्ग, शहराचे नाव: Mumbai, राज्य: Maharashtra, जिल्हा: Mumbai, पिन: 400028
पिन नंबर:

पोस्ट ऑफ अटॉर्नी होल्डर वय - 45 स्वाक्षरी:		
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3 नाव: वादयप्रसाद जी व्यास
पत्ता: फ्लॉट नं.: , माळा नं.: , इमारतीचे नाव: रवी हाउस, ब्लॉक नं.: , रोड नं.: जे के सार्वत मार्ग, शहराचे नाव: Mumbai, राज्य: Maharashtra, जिल्हा: Mumbai, पिन: 400028
पिन नंबर:

पोस्ट ऑफ अटॉर्नी होल्डर वय - 61 स्वाक्षरी:		
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4 नाव: रोहीदास एस कोटीयन
पत्ता: फ्लॉट नं.: , माळा नं.: , इमारतीचे नाव: रवी हाउस, ब्लॉक नं.: , रोड नं.: जे के सार्वत मार्ग, शहराचे नाव: Mumbai, राज्य: Maharashtra, जिल्हा: Mumbai, पिन: 400028
पिन नंबर:

पोस्ट ऑफ अटॉर्नी होल्डर वय - 45 स्वाक्षरी:		
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5 नाव: भरत एस शहा
पत्ता: फ्लॉट नं.: , माळा नं.: , इमारतीचे नाव: रवी हाउस, ब्लॉक नं.: , रोड नं.: जे के सार्वत मार्ग, शहराचे नाव: Mumbai, राज्य: Maharashtra, जिल्हा: Mumbai, पिन: 400028
पिन नंबर:

कुलमुखत्यार देणार वय - 53 स्वाक्षरी:		
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6 नाव: सुरज एस शहा
पत्ता: फ्लॉट नं.: , माळा नं.: , इमारतीचे नाव: रवी हाउस, ब्लॉक नं.: , रोड नं.: जे के सार्वत मार्ग, शहराचे नाव: Mumbai, राज्य: Maharashtra, जिल्हा: Mumbai, पिन: 400028
पिन नंबर:

कुलमुखत्यार देणार वय - 32 स्वाक्षरी:		
--	--	--

बरील दस्तऐवज करून देणार तबाकधीत मुखत्यारनामा चा दस्त ऐवज करून दिव्याचे कबुल करताव.
शिफा क्र.3 ची वेळ: 10 / 10 / 2012 10 : 48 : 01 AM

ओळख:-
आमीक इयम असे निवेदीत करतात की ते दस्तऐवज करून देणारांनी ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

छायाचित्र अंगठ्याचा ठसा

iSarita v1.0



1 नाव: किशोर महादेव बाईत
वय: 40
पत्ता: 112, 122 हिरा भवन, राजाराम मोहन टॉप रोड, मुं
पिन कोड: 400008

स्वाधरी

Kishor Baite



2 नाव: राजेश वी गंधी
वय: 40
पत्ता: 112, 122 हिरा भवन, राजाराम मोहन टॉप रोड, मुं
पिन कोड: 400008

स्वाधरी

Rajesh



शिका क्र. 4 ची वेळ: 10 / 10 / 2012 10 : 49 : 07 AM

शिका क्र. 5 ची वेळ: 10 / 10 / 2012 10 : 49 : 21 AM नोंदणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक, खंड-3

सह दुय्यम निबंधक

8396 / 2012

मुंबई शहर क्र. ३

बखर्ची - ३
२०१२/१६
२०१२



बखर्ची Sarita vt:0
२०१२/१६/१०९
२०१२

8396/12

DATED THIS 5th DAY OF Oct, 2012


MR. BHARAT M. SHAH & ANR.

And

MR. PANKAJ J. PARKHIYA & ORS.

POWER OF ATTORNEY

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAYP54513Q




नाम /NAME
SUDHAKAR GOVIND SHETTY

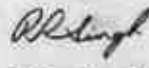
पिता का नाम /FATHER'S NAME
GOVIND SHETTY

जन्म तिथि /DATE OF BIRTH
22-09-1950

हस्ताक्षर /SIGNATURE



आयकर निदेशक (पद्धति)
 DIRECTOR OF INCOME TAX (SYSTEMS)



Shetty
 24/04/2019

पंजी - ४
 २०१९ / १०९
 २०१९



बवई - ४
२८०५ ८०/१०१
२०१९

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

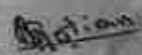



PURAV H SHAH
HIREN MANHARLAL SHAH
06/11/1980
Permanent Account Number
ACLPS6086R

Purav H. Shah
Signature



Shah



आयकर विभाग INCOME TAX DEPARTMENT ROHITAKSHA S KOTIAN SANKAPPA INDU AMIN 18/06/1967 Permanent Account Number AWEPK0656Q  Signature		भारत सरकार GOVT. OF INDIA  
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वर्क - ४	
२००९९/१०९	
२०१९	





बबई - ४	
२८०६	२०९
२०३९	



आयकर विभाग
 INCOME TAX DEPARTMENT
 VELU8WAMI RAMAN
 RAMAN EZHUTHASSAN
 3707/1960
 Permanent Account Number
 AEGPR5580L
 भारत सरकार
 GOVT. OF INDIA
 3707/1960
 3707/1960

B. B.

आयकर - ४
 २८०६५ / १०१
 २०११



बल्लभ - ४
२८०६ २/१०९
२०९



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ATHPD3113H



नाम/ Name
ANUSH RAMCHANDRA DINGANKAR

पिता का नाम/ Father's Name
RAMCHANDRA BHIVA DINGANKAR

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

हस्ताक्षर/ Signature



27032017

बवई - ४	
६८०६	०५/१०१
२०१९	



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बर्खास्त - ५		
२८०९	९९	१०९
२०१९		



आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT OF INDIA

SHASHIKANT HARISHANDRA PATIL
 HARISHANDRA NARAYAN PATIL

07/03/1971
 Permanent Account Number
 AUGPP8063J

भारत सरकार

Signature



~~Hotel~~
 24/04/19

47 - 8
 8204
 22/909
 1099



अ. नं. - ५५
२६०९ ए १०९
२०११



508/4806

बुधवार, 24 एप्रिल 2019 12:51

म.नं.

दस्त गोश्वारा भाग-1

बवई4

ee1909

दस्त क्रमांक: 4806/2019

दस्त क्रमांक: बवई4 /4806/2019

बाजार मूल्य: रु. 1,62,14,418/-

मोबदला: रु. 18,01,602/-

भल्लेले मुद्रांक शुल्क: रु. 7,56,100/-

नोंदणी फी याफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. मार. दु. वि. बवई4 यांचे कार्यालय

पावती: 5177

पावती दिनांक: 24/04/2019

अ. क्र. 4806 वा दि. 24-04-2019

सादाकलापचे नाव: माऊन्टबेट इस्टेट प्रा ली चे ऑफीस रजिस्ट्री सुधारक सेटी -

रोजी 12:54 म.नं. वा. हवर केला.

नोंदणी फी

रु.

30000.00

दस्त हाताळणी फी

रु. 2020.00

पुण्याची संख्या: 101

एकूण: 32020.00

दस्त हवर कार्यालयीन मार.

साह दुपयम निवेदन बवई-4

साह दुपयम निवेदन बवई-4

दस्तावा प्रकार: 36-अ-लिख अँड लायसन्सेस

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

शिकका क्र. 1 24 / 04 / 2019 12 : 54 : 25 PM ची वेळ: (सादीकरण)

शिकका क्र. 2 24 / 04 / 2019 12 : 56 : 57 PM ची वेळ: (फी)

प्रतिज्ञापत्र

दस्त दस्तऐवज हा नोंदणी कायदा 1906 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तावात नोंदणी मल्लम निघारक व्यक्ती साक्षीदार व सोबत जोडलेल्या कादपत्राचे तपशील नोंदणी आहे. दस्तावाक संपत्ती, वेपना कायदेशीर बाबतची नोंदणी करणेबाबतचे कायदेबांधूयुद्धाचे हे तपशील नोंदणीस साक्षीदार राहिले.

लिहून देणारे

लिहून घेणारे





24/04/2019 12 56:39 PM

दस्त गोपवारा भाग-2

बबई4 900/909

दस्त क्रमांक:4806/2019

दस्त क्रमांक :बबई4/4806/2019

दस्ताचा प्रकार :-36-अ-लिव्ह अँड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:माइन्डसेट इस्टेट प्रा ली चे ऑथो सिग्नेटरी सुधाकर शेटी - - पता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गोवर्धन बिन्डींग नं 2, 2 रा मजला, 12/14 डॉ पारेख स्ट्रीट, -प्राथना समाज मुंबई, ब्लॉक नं: रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAFCM3426Q	लायसेन्सार वय :-68 स्वाक्षरी:-		
2	नाव:अनस्टँट अँड यंग सर्विसेस प्रा ली ऑथो सिग्नेटरी वेलुस्वामी रमण - - पता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 6 वा मजला, वर्ल्डमार्क 1, एसेट ओरिया -11 , हॉस्पिटलिटी डीस्ट्रीक न्यू दिल्ली, ब्लॉक नं: -, रोड नं: -, दिल्ली, दक्षिण पश्चिम दिल्ली. पॅन नंबर:	लायसेन्सी वय :-58 स्वाक्षरी:-		
3	नाव:ध रुबी मिल्स लिमिटेड चे ऑथो सिग्नेटरी पुरव शाह तर्फे कु मु म्हणून रोहीताक्ष एस कोटीयान - (मान्यता देणारे) - - पता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 10 वा मजला, रुबी हाउस, जे के सावंत मार्ग, दादर पश्चिम मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACT0220G	मान्यता देणार वय :-51 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिव्ह अँड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:24 / 04 / 2019 12 : 59 : 39 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:शशिकांत पाटील - - वय:48 पता:10 वा मजला, रुबी हाउस, जे के सावंत मार्ग, दादर मुंबई पिन कोड:400028 नाव:अंकुश डिंगणकर वय:30 पता:28-ए सुचिता निवास फोर्ट मुंबई पिन कोड:400001		

शिकका क्र.4 ची वेळ:24 / 04 / 2019 01 : 01 : 12 PM

शिकका क्र.5 ची वेळ:24 / 04 / 2019 01 : 01 : 48 PM नोंदणी पुस्तक 1 मध्ये

Summary-2(वस्तु गोपवारा भाग - २)

सह दुय्यम विभाग, मुंबई-४

EPayment Details.

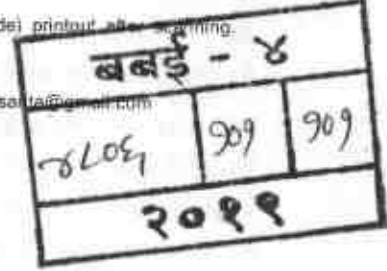
sr.	Epayment Number	Defacement Number
1	MH000570252201920E	0000433596201920

4806 /2019

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प्रमाणित करण्यात येते की
दस्ताव्याचे एकूण.....१०१.....पाने आहेत.
पुस्तक क्रमांक-१, मुंबई-४, २०१९, २०१९
वर नोंदला.
दिनांक २२/११/२०१९.

सह. दुय्यम विभाग, मुंबई-४

12.37
12.45