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319/19292

पावती

Original/Duplicate

Friday, September 15, 2023

नोंदणी क्र. :39म

10:42 AM

Regn.:39M

पावती क्र.: 20983

दिनांक: 15/09/2023

गावाचे नाव: माहिम

दस्तऐवजाचा अनुक्रमांक: बबई-19292-2023

दस्तऐवजाचा प्रकार : 36-अ-लिब्लू अॅड लायसन्सेस

सादर करणाऱ्याचे नाव: माईन्डसेट इस्टेड्स प्रायव्हेट लिमिटेड तर्फे ऑथराईज सिग्रेटरी सुधाकर शेटी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1600.00

पृष्ठांची संख्या: 80

एकूण:

रु. 2600.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

11:02 AM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-2

बाजार मूल्य: रु.49255470 /-

मोबदला रु.379366/-

भरलेले मुद्रांक शुल्क : रु. 1341000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1600/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0923145410499 दिनांक: 15/09/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH007928233202324M दिनांक: 15/09/2023

बँकेचे नाव व पत्ता:



CHALLAN
MTR Form Number-6

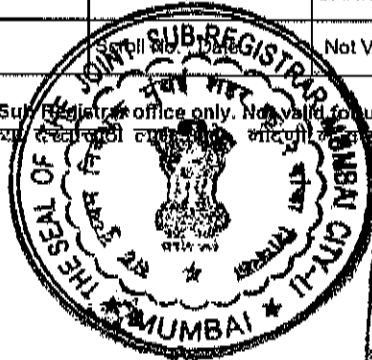


GRN	MH007928233202324M	BARCODE	[Barcode]		Date	11/09/2023-12:18:10	Form ID	36A
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BOM2_JT SUB REGISTRAR MUMBAI CITY 2			Full Name	IMCD INDIA PRIVATE LIMITED			
Location	MUMBAI			Flat/Block No.	Office Premises on 24th Floor (27th floor as per			
Year	2023-2024 One Time			Premises/Building	MCGM Plans), The Ruby			
Account Head Details		Amount in Rs.		Road/Street	Senapati Bapat Marg, Dadar West			
0030045501 Stamp Duty		1341000.00		Area/Locality	Mumbai			
0030063301 Registration Fee		1000.00		Town/City/District				
				PIN	4 0 0 0 2 8			
				Remarks (If Any)	SecondPartyName=MINDSET ESTATES PRIVATE LIMITED-			
				Amount In	Thirteen Lakh Forty Two Thousand Rupees Only			
Total			13,42,000.00	Words				
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA				Bank CIN	Ref. No.	02300042023091165826	014205185	
Cheque/DD Details				Bank Date	RBI Date	11/09/2023-16:53:30	Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				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.
 सदर् चालान कोवल दुस्यम निवक्षण कार्यालयात मोदणी यन्त्रावय्याच्या दस्त्यासाठी लागू आहे. मोदणी येथे यावय्याच्या दस्त्यासाठी सदर् चालान लागू नाही.

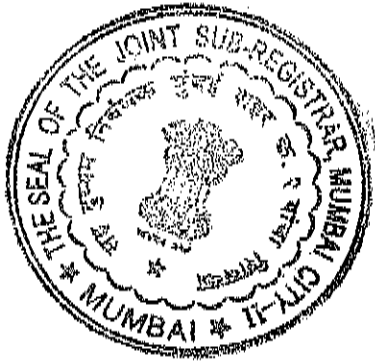
Mobile No. : 0000000000



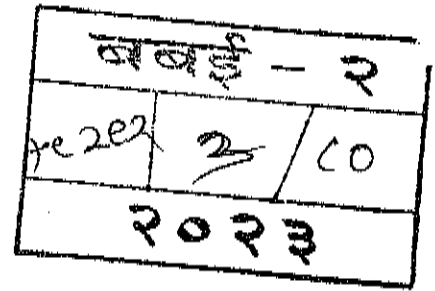
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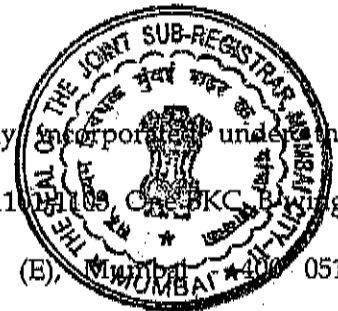
LEAVE AND LICENSE AGREEMENT

This Leave and License Agreement is executed at Mumbai this 15th day of September, 2023 ("Agreement") by and among

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

AND

IMCD INDIA PRIVATE LIMITED, a company incorporated under the Companies Act 2013, having its registered office at 1109, C-66, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, (hereinafter referred to as the "Licensee") of the Second Part;



AND

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

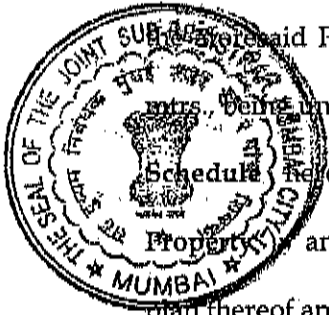


assigns) of the Third Part;

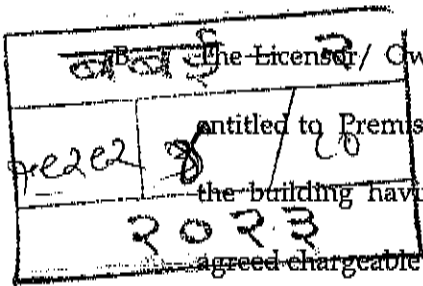
The Licensor, the Licensee and the Owner/Confirming Party are individually referred to as a "Party" and collectively as "Parties".

WHEREAS:

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

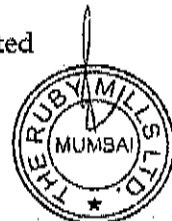
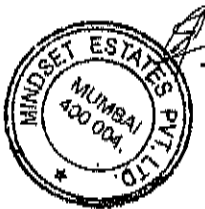


said Plot to the extent admeasuring approximately 12204.58 sq. mtrs. being under development is more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Property") and shown surrounded by red colour boundary line on the plan thereof annexed and marked as Annexure "B".



The Licensor/ Owner is the owner of or otherwise well and sufficiently entitled to Premises on the 24th Floor (27th Floor as per MCGM Plans) in the building having aggregate usable carpet area of 29,852 sq. ft. and agreed chargeable area of 49,753 sq. ft. as shown on the floor plan annexed

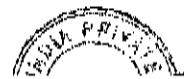
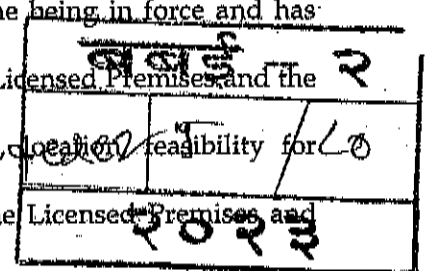
hereto and marked as Annexure "C" sanctioned for commercial user as approved under the DCPR 2034 and the Part Occupation Certificate dated 12th January 2022 (which includes the above premises).



C. The Licensee requires premises for carrying its business and had approached the Licensor with a request to allow them to make use of the Licensed Premises for setting up a laboratory / innovation center along with office space therein, by way of pure, simple and temporary license for period of 60 (sixty) months commencing from 11th September 2023 to 10th September 2028 and without claiming any other rights therein, on the terms and conditions hereinafter mentioned.

D. It is agreed between the parties that the Licensee shall be in compliance all the times and obtain all necessary permissions and approvals to setup and operate the laboratory from MPCB and any other concerned authorities as may be required under extant law and undertake to adhere to the same during the license term. It is further agreed that any additional set up, infrastructure and equipment required by the licensee for use & discharge of chemicals shall be obtained by the Licensee at its own cost and expenses and the Licensor shall not be responsible for the same.

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



F. The Licensee has represented that its paid up share capital exceeds Rs. One Crore only and that it shall continue to maintain it as such till the expiry of the license granted herein.

G. Relying on the statements, representations and warranties of the Licensee, the Licensor has agreed to grant and the Licensee has agreed to take on lease and license basis the Licensed Premises i.e. premises on the 24th Floor (27th floor as per MCGM Plans) in the building known as "The Ruby" ("said building") having aggregate usable carpet area of 29,852 sq. ft. and agreed chargeable area of 49,753 sq. ft. shown on the floor plan annexed hereto and marked as Annexure " C " sanctioned for Commercial User as approved under DCPR 2034 and part Occupation Certificate (OC) granted on 12th January 2022 (which includes the Licensed Premises).

H. The Licensor has, sole and exclusive possession of and entitlement to the said Licensed Premises which is being licensed to the Licensee pursuant to the Agreement.



The Parties are now desirous of recording the terms and conditions as

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,
DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES

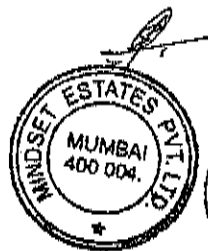
HERE TO AS FOLLOWS:

1. DEFINITIONS

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

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

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



"License Commencement Date" shall have the meaning assigned to that expression in clause 6.1 ;

"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 19(a);

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

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

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

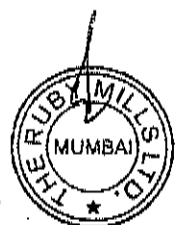
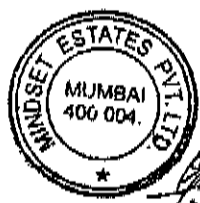
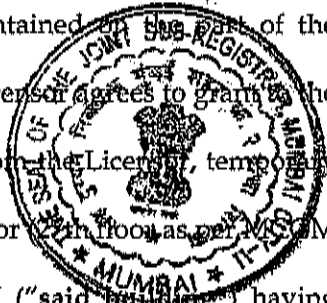
Licensed Premises" shall have the meaning assigned to that expression in clause 2.1;

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

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2. GRANT OF LICENCE:

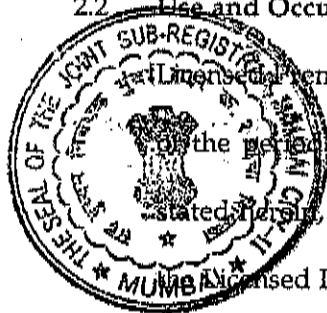
2.1 License: In consideration of the License Fee set forth herein and the terms, conditions and stipulations herein contained ~~of~~ of the Licensee to be performed and observed, the Licensor agrees to grant to the Licensee, and the Licensee agrees to accept from the Licensor, temporary license to use and occupy Premises on 24th Floor ~~22nd floor as per MCO.M. Plans~~ in the building known as "The Ruby" ("said building") having aggregate usable carpet area of 29,852 sq. ft. and agreed chargeable area of 49,753 sq. ft. as shown on the floor plan annexed hereto and marked as Annexure "C" sanctioned for commercial user as approved under the DCPR 2034 and the Part Occupation Certificate dated 12th January 2022.



(hereinafter referred to as "Licensed Premises" more particularly described in the Second Schedule written hereunder) in the said Building known as "The Ruby" for a period of 60 months from 11th September 2023 (hereinafter referred to as the "License Commencement Date") and ending on 10th September 2028 (both days inclusive). The Licensor confirms that the Licensee shall be entitled to use the Licensed Premises as per the sanctioned plan and shall also be entitled to the use of 40 Car Parking Space out of which 15 dedicated and contiguous slots will be provided within the said building and balance 25 slots in the MCGM car parking building, which is across the said Property. The charges for MCGM car parking are included in the monthly License Fee.

The Licensor will shift the use of 25 nos. of MCGM car parking to parking tower proposed to be constructed on the land described in recital A in the next 18 to 24 months from License Commencement Date, subject to regulatory approval.

2.2. ~~Use and Occupation:~~ The Licensee shall be entitled to use and occupy the Licensed Premises for the License Term defined in Clause 3. Upon expiry of the period of License or sooner determination thereof in the manner stated herein, the Licensee shall hand over vacant and peaceful charge of Licensed Premises to the Licensor/its nominee(s) in the manner stated in this Agreement.



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23	No Tenancy Rights:	It is agreed by and between the Parties that the	
2022	L	License granted herein for use and occupation of the Licensed Premises is	
2022		a mere permission by way of a temporary license and nothing herein	

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



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 the Licensee expressly waives all its rights to claim such protection.

3. LICENSE TERM:

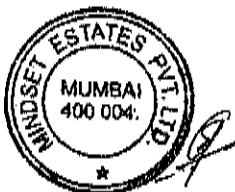
3.1. The License period shall be for a period of 5 years i.e. 60 months, which shall be deemed to have commenced from License Commencement Date, i.e., 11th September 2023 ("the License Commencement Date") and ending on 10th September 2028, both days inclusive (hereinafter "License Term").



4. LOCK IN PERIOD:

It is agreed between the parties that a period of 33 (thirty-three) months from the date hereof shall be the lock in period for the Licensee ("Licensee's Lock in Period") and a period of 5 (five) years from the date hereof shall be the lock in period for the Licensor ("Licensor's Lock in Period"). During the subsistence of the lock in period, neither party shall have the right to terminate the License except in the event of any breach of the terms and conditions of the License which is not rectified within a period of 30 days from the date of either party giving a notice of the breach. Only after the expiry of the Licensee's Lock in Period i.e. after 33 months from the date hereof, the Licensee shall be entitled to terminate

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the license with no further liability save and except any amounts payable by the Licensee under the terms of this agreement by giving the Licensor an advance notice of at least 6 (six) months in writing.

5. FIT OUT OF THE LICENSED PREMISES:

"Fit Out Works" means all works of renovation and interior decoration (not amounting to the erection of permanent structure or resulting in structural or permanent changes) which are necessary for the Licensee to commence operations from the Licensed Premises.

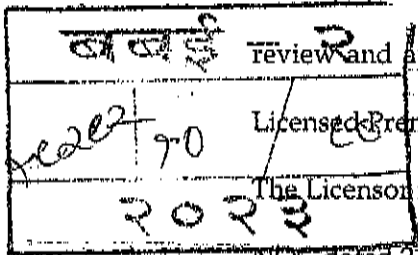
The Licensee shall carry out Fit outs within a maximum period of 8 (eight) months from the License Commencement Date ('Fit out Period'). During the Fit Out Period, the licensee shall pay CAM charges as set out in Clause 9.2 and water charges as per Clause no. 8

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



shall extend its cooperation for obtaining such approvals and shall not unreasonably withhold assistance. The Licensor has on or before execution hereof provided the Licensee building fit outs guidelines, the Licensee agrees and undertakes to follow and adhere to the same. The Licensee shall prior to obtaining the Fit outs approval from MCGM

furnish the fit out drawings/designs to the Owner/Licensor for their review and approval. The Licensee shall also procure a fire NOC for the Licensed Premises.



The Licensor represents and warrants that it has obtained the revised CFO NOC dated 21st December 2021 for the building.

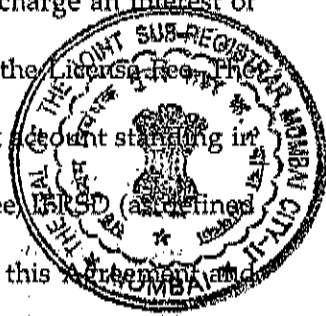
6. LICENSE FEE:

6.1 License Fee: The Licensee shall pay a fixed monthly compensation of



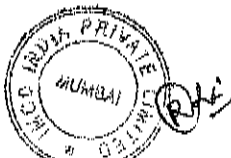
Ninety Nine Only) at the rate of Rs.183/- per sq. ft per month on the agreed chargeable area and the same is inclusive of the Property Tax, CAM charges, Car Parking charges, but excludes deposits and other applicable taxes. The License fees shall commence on expiry of eight months from the date hereof viz. from 11th May 2024 ("License Fee Commencement Date"). It is agreed between the parties that the License Fee shall be subject to escalation of 15% every three years, commencing from License Commencement Date, during the Licensed period on the last paid license fees.

6.2 **Payment of License Fee:** The License Fee shall be paid monthly in advance on or before the 5th business day of each month for which it is due. In case of any delay on the part of the Licensee to make the payment of the License Fee, the Licensor shall be entitled to charge an interest of 12% p.a. from its due date till the date of receipt of the License Fee. The Licensor has presently designated the following bank account standing in the name of the Licensor for deposit of the License Fee (as defined hereinbelow), by the Licensee to the Licensor as per this Agreement and payment so made into such account shall constitute valid discharge unless any change therein is communicated by the Licensor to the Licensee in writing.

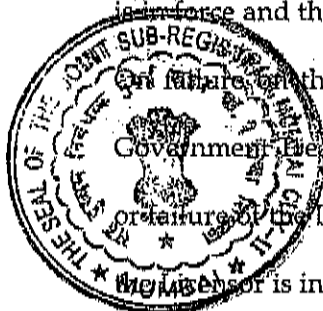


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 2023

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



6.3 The Licensee agrees to pay the License Fee on its respective due dates in the said designated account as instructed by the Licensor. The License Fee shall be subject to statutory deduction of income tax at source as applicable under the Income-tax Act, 1961 as amended from time to time at such rates or any other deductions, if any, in accordance with applicable laws / exemption certificates, if any. Goods and Service tax ("GST"), as applicable, shall be paid by the Licensee over and above the agreed License Fee as mentioned in clause 6.1 above. The Licensor shall issue an invoice to the Licensee in compliance with the applicable GST Act for the GST payable. The Licensor agrees, assures and undertakes that the GST amount paid by the Licensee will be deposited in the Government Treasury within the stipulated period for deposit of the same and that the Licensor shall at all times ensure that the GST registration of the Licensor is in force and that GST returns are filed on or before the stipulated dates.

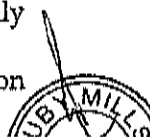


in future, on the part of the Licensor to deposit the GST paid in the Government Treasury within the stipulated period for deposit of the same or failure of the Licensor to at all times ensure that the GST registration of the Licensor is in force or failure to ensure that GST returns are filed on or before the stipulated dates, or for any other act or omission on the part of the Licensor as a result whereof, the Licensee is not able to avail GST

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credit due, then the Licensee shall be entitled to adjust such GST paid, against the future license fee payable to the Licensor to the extent the Licensee is not able to avail GST credit and the amount of interest and/or penalty becoming payable thereon.

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

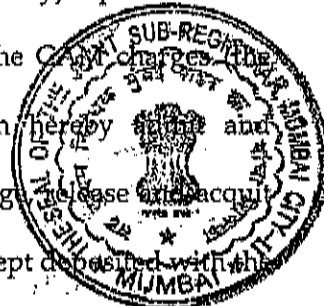


the License Term of the agreement, as stated in Annexure A.

6.5 **License Fee Free Period:** It is mutually agreed between the parties that a period of 8 (Eight) months from the License Commencement date shall be considered as License Fee free period. On expiry of 8 (Eight) months from the License Commencement date, notwithstanding anything contained herein the Licensee shall be liable to pay the License Fees to the Licensor in the manner provided herein.

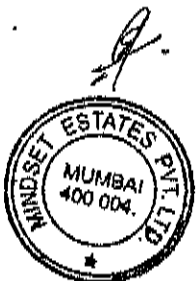
7. SECURITY DEPOSIT:

7.1. The Licensee has on or before execution of these presents deposited and shall keep deposited with the Licensor, during the subsistence of the License, a sum of Rs. 4,92,55,470/- (Rupees Four Crores Ninety Two Lakhs Fifty Five Thousand Four Hundred and Seventy Only) equivalent to 6 (Six) months of License Fee, which is excluding the Court charges, the payment and receipt whereof the Licensor doth hereby ~~acknowledge~~ and the Licensor doth hereby discharge ~~the Licensee~~ (release and acquit the Licensee from the same) and the same shall be kept deposited with the Licensor, during the subsistence of the License in accordance with this Agreement as an interest free refundable security deposit (hereinafter referred to as the "IFRSD") for due observance and performance by the Licensee of its obligations and covenants under this Agreement.



₹ 4,92,55,470/-	₹
₹ 4,92,55,470/-	₹
₹ 4,92,55,470/-	₹

7.2. The IFRSD shall be refunded by the Licensor to the Licensee on determination of this Agreement by efflux of time or earlier determination thereof, as the case may be, without interest, after deducting all dues and outstanding amounts payable under this agreement and simultaneously upon the Licensee vacating the Licensed Premises and giving peaceful charge of the Licensed Premises in the manner stated herein.



8. TAXES, DUTIES AND LEVIES:

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

9. COMMON AREA MAINTENANCE:

9.1. The Licensor shall make proper arrangements for maintenance of the Common Areas and shall bear and pay all costs, expenses and charges applicable for the maintenance of the Common Areas during the License



2. However, the Licensee shall be liable to pay Common Area Maintenance Charges during the period of actual carrying of fit outs in the Licensed Premises @ Rs. 9 per sq. ft. per month on chargeable area and from the date of commencement of its operations shall be liable to pay Rs. 18 per sq. ft. per month on chargeable area for the remaining period upto License

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Commencement date. The Licensee agrees and undertakes to forthwith notify in writing the date of commencement of business operations from the Licensed Premises.

9.3. The Licensee shall have the option to design, at its own cost, lift lobby of the floor in conformity with the look, feel, aesthetics and material used in existing lift lobbies on other floors in the building. If the Licensee does not design the lift lobby by itself or if the Licensee's lift lobby design is



the lift lobby work with no cost to the Licensee, in accordance with the existing lift lobbies on other floors in the building.

9.4. It is clarified that CAM typically includes , charges and expenses for common facilities, including but not limited to electricity for common areas, air conditioning for common areas, façade cleaning and lighting, landscaping and common lighting, maintenance and upkeep of internal lobbies and driveways , internal signages and landscaping, other common areas, facilities and equipment, housekeeping and cleaning, security and other personnel, insurance premia and also includes salaries and wages of staff, property management fees paid to property managers etc., all as worked out by the Developer and payable by all occupants/owners of various premises in the Building.

10. UTILITIES AND OTHER CHARGES:

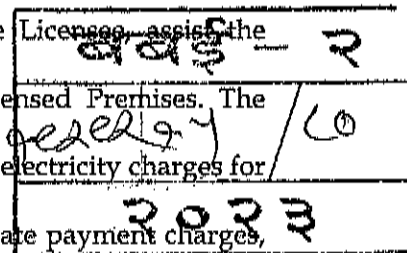
10.1. Electricity:



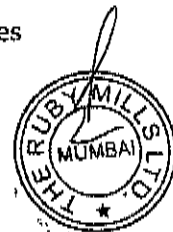
10.1.1. The Licensor has provided to the Licensee electrical network in the main meter room with a cable connection on the floor.

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

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



10.1.4. The Licensee shall apply for the requisite number of communication lines



and pay deposits and costs of connection for the same.

11. HVAC SERVICES:

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

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

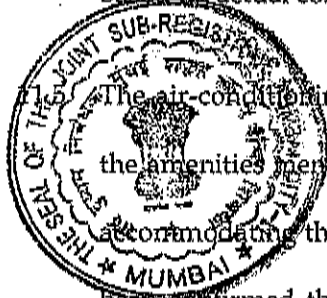
11.3 The charges for the air-conditioning plant usage will be billed to the Licensee by the Building Automation System based on actual "thermal" usage of chilled water through the Licensee's BTU meter.

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

The air-conditioning facility, along with other specified amenities (except the amenities mentioned in clause 30), shall be accessible round the clock, accommodating the Licensee's 24/7 operations throughout the year. It has been confirmed that the Licensee shall utilize the existing Chiller plants

for air conditioning purposes. It is clearly understood that the Licensor remains responsible for the provision, maintenance and replacement, if needed, of these Chiller plants.

11.6 The air-conditioning facility and certain other facilities will be available during fixed business hours (between 8 a.m. to 8 p.m.) of the week on all days excluding Public Holidays from Monday to Saturday. In the event that the Licensee requires use of these facilities beyond normal working



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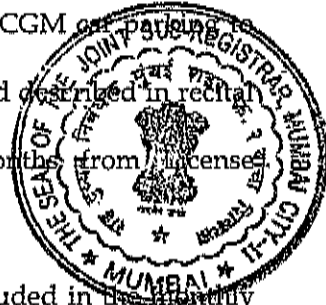
will bear and pay additional surcharge on air-conditioning usage etc. At present, there is no surcharge applicable however, in future if any surcharge is made applicable, the same shall be borne and paid by the Licensee.

12. **CAR PARKING:**

It is agreed by the Parties that the Licensor will provide use of a total 40 nos. of car parking slots, out of which 15 dedicated and contiguous slots within the building will be provided within the said building and balance 25 slots in the MCGM car parking building, which is across the said Property. The Licensor will shift use of 25 nos. of MCGM car parking tower proposed to be constructed on the land described in recital

A the said building in the next 18 to 24 months from Licensee Commencement Date, subject to regulatory approval.

The charges for aforementioned car parking are included in the License Fee.

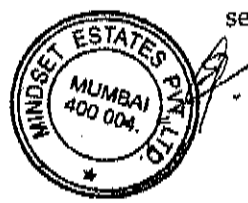


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13. **ALTERATIONS, REPAIRS, AND MAINTENANCE:**

13.1. The Licensee shall maintain the Premises internally and any cost of repairs and maintenance of the Premises from the License Commencement Date shall be borne by the Licensee alone. However, the Licensor shall be liable for all structural repairs and maintenance of the Premises during the License period unless any damage thereto has been caused by the Licensee in which case the Licensee shall be liable for the same.

13.2. The Licensor shall assume responsibility for providing comprehensive security services, including building entrance/egress control. However,



Internal Security of the Licensed Premises is the sole responsibility of the Licensee and the Licensor shall not be held responsible for the same.

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

13.4 The responsibility of carrying tenantable repairs within the Licensed Premises is that of the Licensee. However, the Licensor shall be responsible for undertaking all major and structural repairs to the Licensed Premises.

14. **INSURANCE:**

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



the Licensed Premises during the License Term. In the event of any damage to the interior fit-out and the Licensee's belongings and possessions on the Licensed Premises or any harm to any person/s entering the Licensed Premises, the Licensee would claim the same from its insurance company and the Licensor shall not be responsible for the

same.	
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15. **ACCESS TO THE LICENSED PREMISES/ USAGE:**

The License Premises shall be accessible 24/7 throughout the year to accommodate the operational requirements of the licensee. Licensee's Employees shall be permitted access and allowed to operate within the facility at all times, including 24 hours a day and 365 days a year.



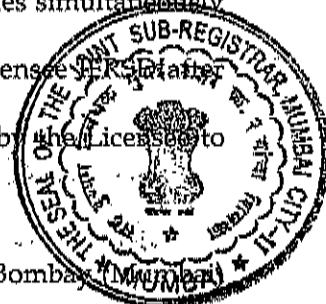
The Licensee shall be deemed to have agreed that it shall be using the Licensed Premises

accordance with the sanctioned and approved plans and permissions of the Licensor, MCGM and/or other authorities.

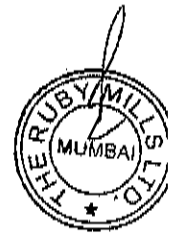
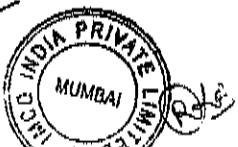
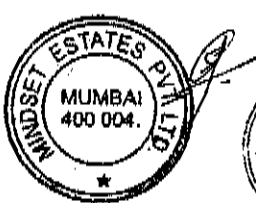
16. REPRESENTATIONS/OBLIGATION OF LICENSEE:

The Licensee shall:

- (i) Not carry out any acts or activities which are obnoxious, anti-social, immoral, illegal or which may cause a nuisance to the other occupants of the Said Building or which may prejudice the rights of the Licensor as the Licensor of the Licensed Premises;
- (ii) On the expiration or earlier determination or termination of this license as provided herein, remove themselves, their employees, and belongings from the Licensed Premises in the manner as stated herein and hand over quiet, vacant and peaceful charge thereof to the Licensor, upon payment of all amounts & dues simultaneously upon which the Licensor shall refund to the Licensee the amount after deducting outstanding amount, if any, payable by the Licensee to the Licensor under these presents;
- (iii) Observe and perform the Rules, Regulations of Bombay Municipal Corporation from time to time in force for use of the Licensed Premises (as applicable) and shall not do or omit or suffer to be done anything whereby the Licensor's right in the Licensed Premises is jeopardized, forfeited or extinguished;
- (iv) Pay regularly the License fee and all other charges payable by the Licensee by virtue of these presents;
- (v) At all times hereafter, well and sufficiently indemnify and keep indemnified and save harmless the Licensor against all actions, proceedings filed, taken, instituted or made against or incurred, paid or sustained by the Licensor due to or by reason of the



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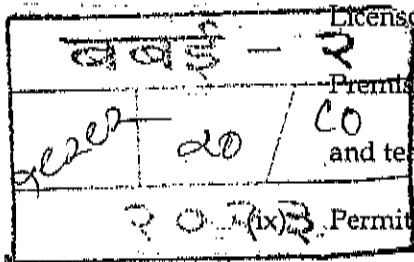
Licensee making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with any of the provisions of this Agreement;

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

(vii) Not store or permit to store or bring or permit to bring upon the Licensed Premises any hazardous articles of inflammable or combustible nature save and except permissible chemicals/substances which are permitted by the MPCB and other concerned authorities whereby the insurance of the Licensed Premises is affected;



Use the Licensed Premises in a careful and responsible manner and shall make good to the Licensor all such damages or loss as the



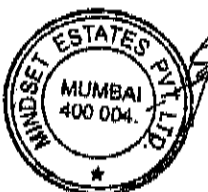
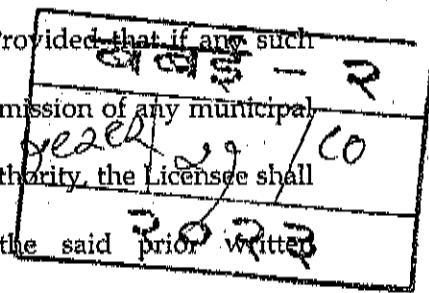
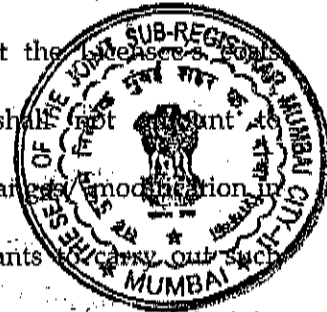
Licensor may sustain or caused by the Licensee to the Licensed Premises, due to use and occupation thereof while normal wear and tear is expected;

Permit the Licensor or their agents or representatives at all reasonable times during the period of this license to enter upon the Licensed Premises for inspecting the state and condition of the same after giving 24 hours prior written notice thereof to the Licensee;



environment, statutory or concerned authorities for installing and running of its business from the Licensed Premises;

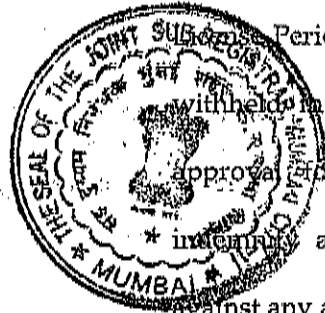
- (xi) Bring and install its computers and other moveable furnitures, fixtures and equipment without causing any structural damage to the Licensed Premises;
- (xii) Not claim protection of the Maharashtra Rent Control Act, 1999 or any ordinance amending the same or any statutory modification or re-enactment thereof giving any protection to any occupant, user, tenant or licensee.
- (xiii) Submit and obtain specific written approvals from the Licensor, which shall not be unreasonably withheld, for all works it intends to carry out prior to commencement of any interior renovation work at any time during the License Term. The Licensor shall permit and render all necessary assistance and cooperation to the Licensee to carry out such renovations at the Licensed Premises, provided that such renovation works shall not result in permanent change or result in structural changes/modification in the Licensed Premise. The Licensee covenants to carry out such approved renovations after obtaining prior written approval of the Licensor in accordance with the rules and regulations of the building without in any way damaging the main structure of the Licensed Premise or the said Building. Provided that if any such renovations require prior approval or permission of any municipal or any other local body or government authority, the Licensee shall be solely responsible for obtaining the said prior written permission or complying with rules and regulations of such municipal or local body or government authority and the Licensors shall render all the necessary assistance and co-operation to



procure such approvals or permission to the Licensee.

(xiv) Ensure that its paid up share capital exceeds Rs. One Crore only and that it shall continue to maintain it as such till the expiry of the license granted herein.

(xv) Ensure that the Licensed Premises will not be used for storing/using/handling any Hazardous Substance / Hazardous Chemical / Hazardous Waste and environmentally unsuitable chemicals save and except such chemicals as may be permitted by the MPCB and concerned authorities and shall during the License Period be in absolute compliance of all applicable Law which regulate or relate to environmental protection, the handling or release of chemicals permitted by the MPCB and other concerned authorities under the extant environment law. The Licensee shall load and unload chemicals with the permission of the Licensor/their security/ building facility team during the entire



Period provided that such permission is not unreasonably withheld in the event that the Licensee has obtained MPCB's approval for the use of such chemicals. The Licensee shall indemnify and keep indemnified the Licensor and the Owner against any and all claims, losses, suits, proceedings etc. which they or any of them may suffer or incur due to the operations carried by

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The Licensee in the Licensed Premises.

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

The Licensee shall duly and punctually pay all amounts payable to the Licensor subject to the terms and conditions of this Agreement.

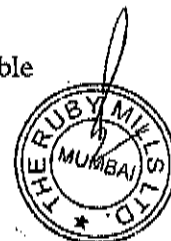
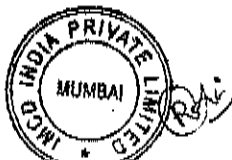
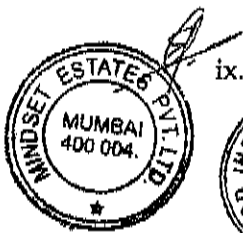
ii. The Licensee shall observe perform and comply with all the rules, regulations, bye-laws of said Society/Condominium/Entity to be formed and all other concerned authorities and shall not commit



- iii. The Licensee shall not do any act/deed/matter/thing whereby the rights of the Licensor to the Licensed Premises are in any manner prejudiced / forfeited / extinguished /adversely affected.
- iv. The Licensee will apply for, obtain and/or renew the licenses and permissions in respect of its business at its own and entire risks and costs from time to time from the relevant authorities and the Licensor shall cooperate with the Licensee for the same. It shall be the sole responsibility of the Licensee to ensure compliance of all the conditions of such licenses and the Licensor is not responsible and/or liable therefor and shall not be called upon to contribute anything in that behalf.
- v. The Licensee shall not transfer or assign in any manner the benefits hereunder in any manner whatsoever or grant any sub-license or induct anyone in or permit use by any other person of the Licensed Premises and/or any part thereof in any manner and/or for any purpose whatsoever save as provided herein.
- vi. The day-to-day and minor repairs to and general maintenance of the Licensed Premises including inter alia fuses, switches, water taps, tiles etc. shall be done by the Licensee entirely at its own costs and the Licensor shall not be liable therefor and/or called upon to contribute anything in that behalf.
- vii. The Licensee shall maintain necessary fire extinguishers and other fire-fighting equipment in the Licensed Premises.
- viii. The Licensee is not entitled to nor will it claim protection of the Maharashtra Rent Control Act, 1999 or any ordinance amending the same or any statutory modification or re-enactment thereof giving any protection to any occupant, user, tenant or licensee.
- ix. The Licensee shall ensure due compliance of the law as applicable



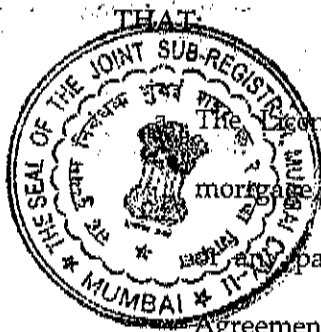
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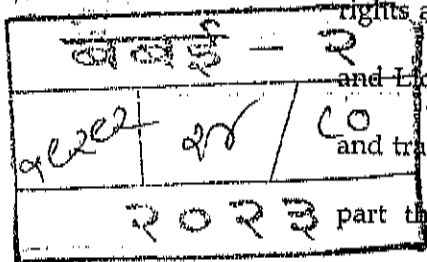
to it for carrying on its business activities at the Licensed Premises.

- x. The Licensee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by it herein, including inter alia as aforesaid, the Licensor has agreed to and is executing this Agreement and the Licensee hereby agrees to indemnify and keep indemnified the Licensor from and against all and any damage, loss, actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by the Licensor by virtue of any of the aforesaid representations, covenants and warranties made by the Licensee being untrue and/or incorrect and/ or the Licensee committing breach of any term hereof and/or arising therefrom and/or of and incidental and pertaining thereto.

18. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO



The Licensor shall always be entitled to sell, transfer, assign, mortgage, deal with or otherwise dispose of the Licensed Premises or any part thereof at any time during the continuance of this Agreement to any person, firm, company. Provided the Licensee's



rights and obligations under the terms of this Agreement of Leave and License will not be affected. The rights of the Licensor to sell and transfer, or otherwise dispose of the Licensed Premises or any part thereof to any person/party shall not affect in any way

whatsoever the rights of the Licensee pursuant to this Agreement including the License Fee, right to use and occupy the Licensed Premises during the License Period.



subject to timely receipt of proper invoices for the same, if the

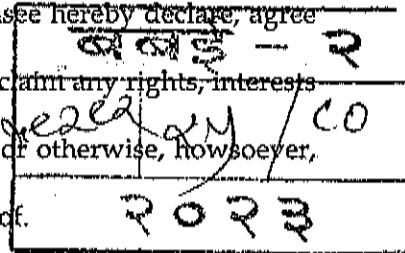


interest of 12 % p.a. shall be leviable on such delayed payments.

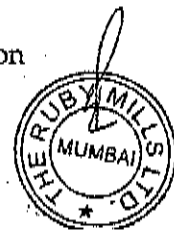
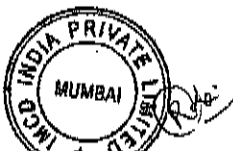
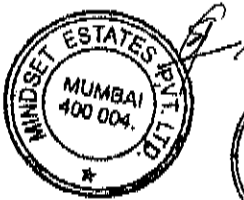
c. That the license granted herein for use and occupation of the Licensed Premises is a mere permission by way of a license and nothing herein contained shall be construed as, creating any right, title, interest, easement, tenancy or sub-tenancy, agreement to lease/ lease in favor of the Licensee in or over or upon the Licensed Premises or any part thereof, or as transferring any interest whatsoever therein in favor of the Licensee, other than the permissive use and license hereby granted. It is the express intention of the Parties hereto that, subject to the license granted herein to the Licensee, the Licensor shall be and shall always be deemed to be in exclusive possession and in full charge and in juridical control of the Licensed Premises at all times and that the Licensor shall at all times, with advance notice of 24 hours, have full, free and unobstructed entry into the Licensed Premises and a mere right of user and occupation, as per this Agreement is granted to the Licensee.



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

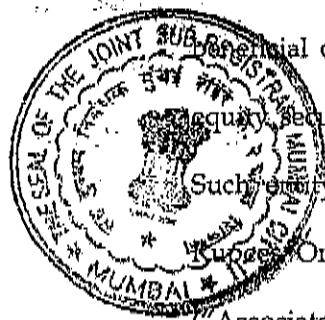


e. The Licensee shall allow the Licensor or its representatives to show the Licensed Premises to any prospective licensee 45 days prior to the expiry or during the notice period in case of early termination



of this Agreement of Leave and License. The Licensee shall allow the Licensor or its representatives to show the Licensed Premises to any prospective purchaser at a mutually agreed time, after the Licensor giving 24 (twenty-four) hours notice of the same to the Licensee.

f. The Licensee shall be entitled to allow its subsidiary, group companies and Affiliates ("Associated Entity") (being a company registered under the Companies Act, 1956 or the Companies Act, 2013) to use the Licensed Premises, with prior written intimation to the Licensor confirming its relationship with such subsidiary, group companies and affiliates. "Associated Entity" for the purposes of this paragraph shall mean an entity, which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control of Licensee or parent of the Licensee. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the



beneficial ownership of 50% (fifty percent) or more of the voting equity securities or other equivalent voting interests of the entity. Such entity shall have a paid up share capital of not less than One Crore in case of Indian Company or is an MNC ("Associated Entity"). The use of the Licensed Premises by the

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Associated Entity shall not be treated at any time as a lease, sub-lease, tenancy, etc. It is further agreed that the Licensee alone shall be responsible to obtain all necessary or other permission from relevant authorities and the Licensor shall render its assistance in this regard. It is irrevocably and unconditionally agreed by the

Licensee that, the Licensee shall principally be liable to observe and perform all the terms, obligations, and conditions as set out in this



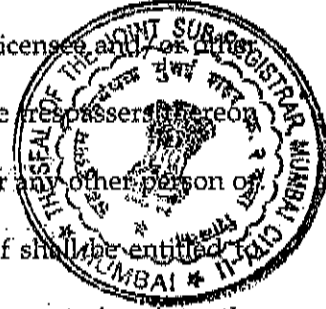
Agreement and upon expiry or early termination the Licensee shall



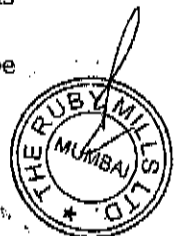
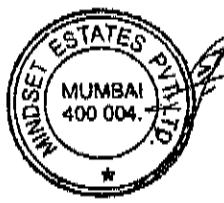
the Licensed Premises to the Licensor in the manner set out in this Agreement. The associated entity shall, before entering into the said Premises execute a solemn declaration in the format annexed hereto as annexure "D" and furnish the original thereof to the Licensor.

19. VACATION OF THE LICENSED PREMISES:

a. On the expiry or sooner determination of this Agreement, simultaneously on refund of the IFRSD, the Licensee shall remove all their furniture, fixtures, fittings, fit-outs etc. fixed / installed by the Licensee during the License Term of this Agreement as well as other movable articles, property and belongings and leave the Licensed Premises by removing themselves, their agents, employees and staff and all their belongings from the Licensed Premises. On such expiry or termination or sooner determination hereof, the Licensee and/or other persons occupying the Licensed Premises shall be trespassers hereon and the Licensor and/or its servants and agents or any other person or persons authorised by the Licensor in that behalf shall be entitled to prevent the Licensee, its agents and staff from entering into the Licensed Premises, or any part thereof in accordance with the law in this regard. Provided however and it is hereby expressly agreed, and understood that if after the expiry or sooner determination thereof, the Licensor is unable for any reason whatsoever to remove the Licensee, occupying the Licensed Premises or if any time is given by the Licensor to the Licensee, for vacating the Licensed Premises, the same shall not be deemed or taken to be any concession given by the Licensor, to the Licensee, nor shall it amount to renewal of this Agreement for a further period and the Licensee shall nevertheless be



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

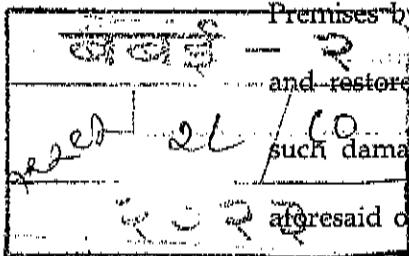
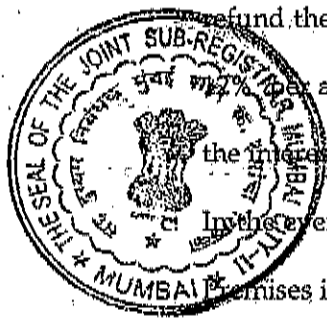
b. On the expiry or sooner determination of this Agreement as provided herein, the Licensor shall refund to the Licensee the IFRSD after deducting all amounts payable under these presents simultaneously on the Licensee vacating the Licensed Premises and handing over to the Licensor, quiet, vacant and peaceful charge of the Licensed Premises in the manner stated herein. In the event the Licensor fails to

refund the IFRSD the Licensor shall be liable to pay interest thereon @ 12% per annum for the period till such time as the balance IFRSD and the interest thereon is paid in full by the Licensor to the Licensee.

In the event that any damage is caused in any manner to the Licensed Premises including because of the installation, operation or presence of furniture, fixture and/or belongings of the Licensee in the Licensed Premises by the Licensee, the Licensee shall have the same repaired

and restored to original condition at its own costs and expenses. If such damage is not repaired by the Licensee and restored to the aforesaid original condition, the cost for repairs of the same shall be deducted from the IFRSD before it is refunded to the Licensee. If the cost of repair exceeds the amount of the IFRSD remaining with the Licensor then such excess amount shall be paid by the Licensee to the

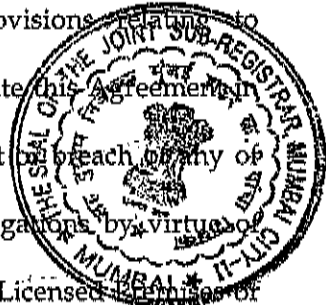
Licensor within 7 (seven) days of the expiry of the Agreement, failing



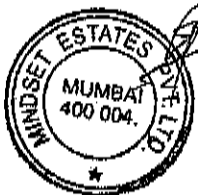
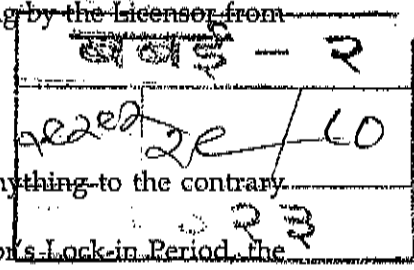
Licensor shall be entitled to inspect the Licensed Premises in order to ascertain the damage, if any, caused to the Licensed Premises at least 7 (seven) days prior to the date on which this Agreement shall come to an end either by virtue of expiry of this Agreement or earlier determination thereof. In the event, the parties are unable to agree on the damages caused to the Licensed Premises, then the parties will mutually appoint an independent architect/vendor who will inspect the Licensed Premises and ascertain the cost for making good such damages and the parties shall be bound by the decisions of such architect/vendor.

20. TERMINATION AND ITS CONSEQUENCES:

20.1. Termination by the Licensee: Notwithstanding anything to the contrary contained in this Agreement including the provisions relating to Licensee's Lock-In Period, the Licensee may terminate this Agreement in the event the Licensor commits any material default or breach of any of their representations, warranties, covenants or obligations by virtue of which the Licensee is unable to use and occupy the Licensed Premises or any material part thereof and if such default or breach, is not remedied within thirty (30) days of receipt of notice in writing by the Licensor from the Licensee.



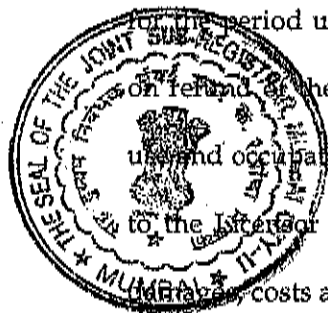
20.2. Termination by the Licensor: Notwithstanding anything to the contrary contained in this Agreement including the Licensor's Lock-in Period, the Licensor may terminate this Agreement, in the event if the Licensee commits default in payment of Licensee Fees or any outstanding amounts payable under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



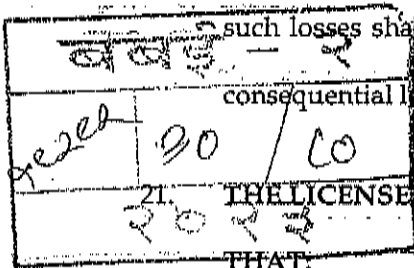
within thirty (30) days of receipt of notice in writing by the Licensee from the Licensor.

20.3. **Consequences of termination or expiry:** In the event this Agreement is terminated under Clause 20.2 above, the Licensor shall, forthwith refund to the Licensee the entire amount of the IFRSD upon payment of all amounts & dues in lump sum and subject to deduction of any outstanding dues against the Licensee discontinuing use and occupation and handing over vacant charge of the Licensed Premises to the Licensor in the manner stated herein;

20.4. In the event this Agreement is terminated under Clause 20.1, the Licensor shall, forthwith refund to the Licensee the entire amount of the IFRSD after deducting all outstanding payable under this agreement including (a) the unpaid / outstanding License Fee for the remaining lock in period and (b) charges payable by the Licensee as mentioned in this Agreement



for the period up until the date of termination or expiry; simultaneously on refund of the IFRSD in the manner as mentioned herein, discontinue use and occupation and hand over vacant charge of the Licensed Premises to the Licensor in the manner stated herein; and make good all losses, 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.

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

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



21.2. 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.

21.3. 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 License Term of this Agreement.

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

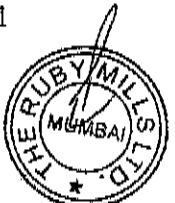
21.5. The License Fee is the fair and reasonable contractual License Fee or compensation in respect of the License herein of the Licensed Premises and, the Licensee shall never make an application or institute any suit / action / proceedings in any court of law, tribunal, or any other legal forum, challenging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

21.6. 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



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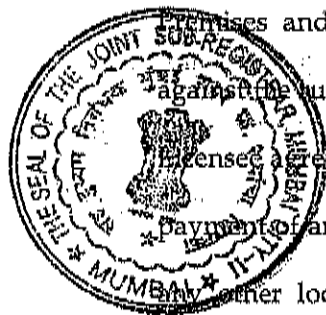
license granted herein to the Licensee, the Licensor shall be and shall always be deemed to be in possession and in full charge and juridical



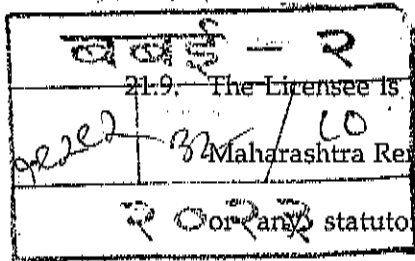
control of the Licensed Premises at all times, subject to the permissive use and license granted as per this Agreement and that the Licensor shall at all times have full, free and unobstructed entry into the Licensed Premises, subject to the Licensor issuing prior notice of at least 48 hours in writing 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.

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

21.8. The Licensee shall maintain the Licensed Premises at its costs in a good and tenantable repair and condition and shall not make any structural alteration or do or cause to be done anything in or to the Licensed



Premises and/or common passages or the compound which may be against the rules or bye-laws of the MCGM or of any other authority. The Licensee agrees to reimburse the Licensor, any costs, charges, penalties or payment of any nature whatsoever paid by the Licensor to the MCGM or any other local or statutory authority/body due to any unauthorized structural construction/alteration done by the Licensee in the Licensed Premises.



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



22. THE LICENSOR REPRESENTS AND WARRANTS TO THE LICENSEE

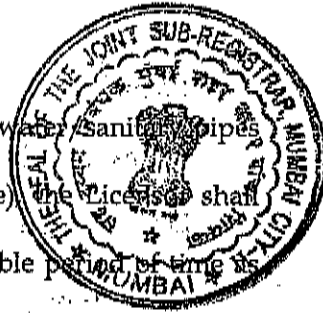


(as per clause 6 of this agreement) regularly and on observing and performing all the terms, conditions and covenants hereof, the Licensee shall be entitled to peacefully conduct business from the Licensed Premises during the License Term.

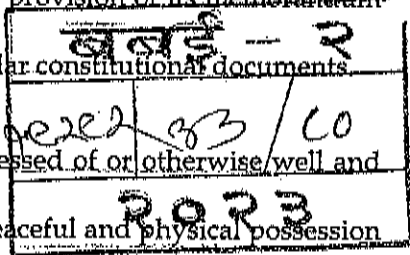
22.2. The Licensor has not as on date entered into any agreement for sale/ lease/ leave and license of the Licensed Premises or entered into any agreement otherwise in favour of any third party or parties or any other agreements of any nature whatsoever in respect of the Licensed Premises or any part thereof so as to prejudice its right to give the Licensed Premises on leave and license basis to the Licensee.

22.3. The Licensor has the full legal right, capacity, authority and power to enter into this Agreement. The execution and delivery of this Agreement by the Licensor has been duly authorized by requisite action of the Licensor.

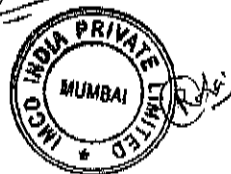
22.4. In the event of any leakage/seepage or bursting of water/sanitary pipes (not due to any default on the part of the Licensee) the Licensee shall repair the same within 7 working days or a reasonable period of time as mutually agreed by both parties.



22.5. The execution, delivery and performance by the Licensor of this Agreement and the compliance by it with the terms and provisions of this Agreement do not and will not violate any provision of its memorandum and articles of association or any other similar constitutional documents



22.6. The Licensor is absolutely seized and possessed of or otherwise well and sufficiently entitled and enjoys the quiet, peaceful and physical possession of the Licensed Premises.

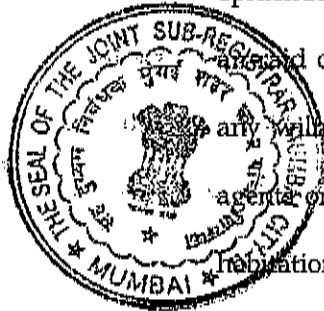


22.7. The Licensed Premises is free from all and all kinds of charges, lien or encumbrances.

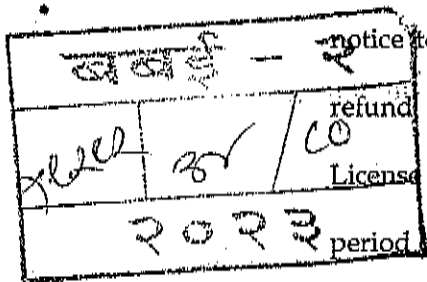
22.8. There exists no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Licensed Premises. The Licensors shall give the Licensee immediate notice of any claim, litigation, proceeding or investigation, etc. which becomes known to the Licensors during the Term if such claim, litigation, proceeding or investigation is likely to prevent or prevents the peaceful use and occupation of the Licensed Premises by the Licensee.

23. FORCE MAJEURE:

(i) If, at any time, during the continuance of the Licence Agreement, the Licensed Premises or any part thereof is destroyed or damaged by force majeure event, such as flood, fire, earthquake, tempest, riots, epidemic, war and civil commotion, insurrections, enemy action,



or any irresistible force or any 'Act of God' (not caused by any willful act or default on the part of the Licensee, its servants, agents or workmen), so as to make the Licensed Premises unfit for habitation and/or occupation, for a continuous period of more 30 days then in that event the Licensee, at its option may give written



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

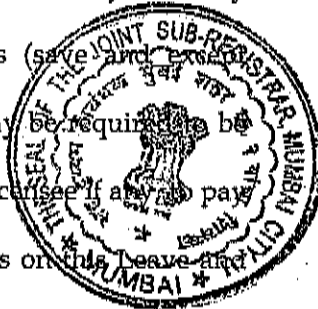
(ii) In the event the Licensee is completely prevented or restricted to use by storing its belongings, possessions, movable articles and occupy the Licensed Premises for a continuous period of over 30 days due to force majeure event such as lockouts, strikes, embargo, epidemic,



shall be entitled to terminate the Licence Agreement forthwith at its option. If, however, the Licensee opts to continue with the license, the Licensee shall be liable to pay the License Fee without demur pursuant to this Licence Agreement even for the period when the aforesaid circumstances subsist.

24. STAMP DUTY AND REGISTRATION CHARGES:

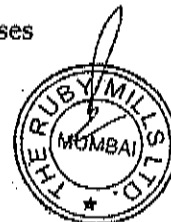
(a) The stamp duty and registration and all other incidental charges payable for registration of this Agreement shall be borne and paid by the Licensee alone. This Agreement shall be executed in two counterparts; the original shall be retained by the Licensor and the counterpart shall be retained by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



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

2023
2023

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



for causes not directly attributable to the Licensor.

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

27. NOTICE:

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

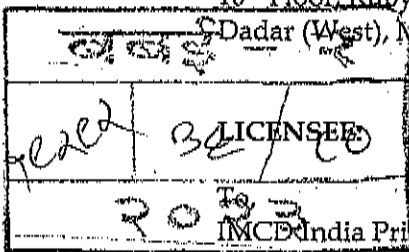
LICENSOR:

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



CONFIRMING PARTY:

The Ruby Mills Limited
Managing Director/President
10th Floor, Ruby House, J. K. Sawant Marg,
Dadar (West), Mumbai - 400 028.



INCE India Private Limited
Managing Director,
1101-1103, One BKC, B-wing,
C-66, G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051.

28. It is expressly agreed that the Licensee shall be entitled (without any costs or expenses payable to the Licensor) to place a signage at the floor and the



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

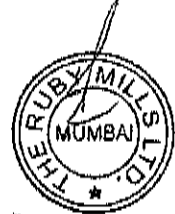
29. MISCELLANEOUS:

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



- (iii) It is mutually agreed between the parties that the Licensee intends to enter into any corporate restructuring, which results in change in control of the management of the company or the Company ceasing to exist in the eyes of the law, then in such event the Licensee shall prior to such corporate restructuring provide the Licensor with an advance written notice and on the receipt of such a notice, then License shall be deemed to be terminated in terms of these presents. The Licensor shall refund the security deposit to the Licensee within a period of 30 days from the date of receipt of such notice after deducting therefrom all outstanding amounts payable under these presents.

Handwritten notes in a rectangular box: '2023', '2023/20', and '2023'.



30. AMENITIES/FACILITIES:

It is mutually agreed between the parties that the Licensor shall be providing the following Amenities/Facilities in a phase wise manner as describe hereunder:

Phase 1 (to be provided latest by 1st July 2024)

- Entry Experience (pedestrian) – security desk movement, access control, visitor management.
- Entry Experience (vehicles) – completion of works at the lobby level/car drop off level.
- Basement Car parking – enhancing lighting, floor markings, signages, security at parking levels and overall maintenance and upkeep of parking levels.



- Podium Level – Enhancing lighting (lux levels), common seating, visitor management, ducts for food exhaust to manage current food odour, digital signages and screens and overall maintenance and upkeep.
- Food and Amenities – Activation of food kiosks/ cafeteria and Coffee shop on Podium Level with proper exhaust provisions and upkeep plan.

- Landscaping and Beautification of podium lobby, basement, building periphery, parking structure, ramps and other adjoining areas (including ground floor retail etc.)

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In Phase 2 (which shall be completed in 24 months from License Commencement date) the following shall be provided:

- Activation of Ground floor retail area.
- Completion and operationalization of car parking tower.

Licensor shall be allowed to deduct Rs. 225,000/- per month (on pro rata basis) from monthly License fee in case of any delay by the Licensor in



mentioned for Phase 1 only. Phase 2 to have no impact on monthly License Fee.

31. INNOVATION CENTRE/LAB:

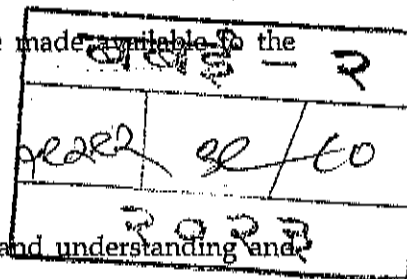
The Licensee will set up laboratory/innovation centre within the Licensed Premises. The Licensee shall be liable to get necessary approvals from the Licensor on layout plan prior to carrying out the fit outs and installation of equipment. The Licensee shall procure all the necessary approvals/permissions in advance from the concerned authorities including MPCB, concerned authorities under the extant Environment Law and maintain the same during the term of the License. The Licensor has agreed to provide all the necessary assistance and exhaust facilities on the floor for the innovation centre.

32. JURISDICTION:

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

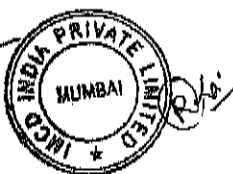


33. The original of the agreement (duly stamped) shall be registered and retained by the Licensor only; however, one set of the registered agreement duly certified as true copy by the notary shall be made available to the Licensee.



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

35. Each Party shall bear its own legal costs.



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

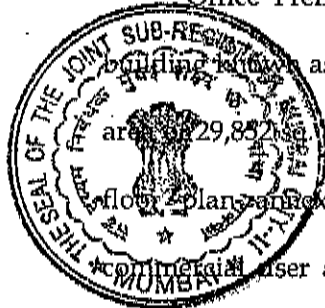
FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

ALL THOSE pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as " The Ruby " 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 12,204.58 sq. mts within the Registration District of Mumbai

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Licensed Premises)

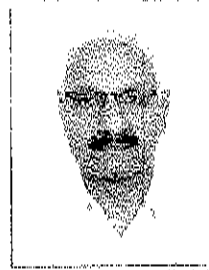


Office Premises on 24th Floor (27th floor as per MCGM Plans) in the building known as "The Ruby" ("said building") having aggregate usable carpet area of 29,852 sq. ft. and agreed chargeable area of 49,753 sq. ft. as shown on the floor plan annexed hereto and marked as Annexure "C" sanctioned for commercial user as approved under the DCPR 2034 and the Part Occupation

Certificate dated 12th January 2022 in the building known as the Ruby standing on land more particularly described in the First Schedule hereinabove referred

29/852
29/852
SIGNED AND DELIVERED BY

the within named LICENSOR)
Mindset Estate Pvt. Ltd. pursuant to)
The resolution passed at the Board of)
Directors Meeting held on _____)
in the presence of...)



Santosh Coorner)
25/1/22 Naik)

Bani)
Shah)

Pratya)



SIGNED AND DELIVERED BY)
 the within named Licensee)
 IMCD India Pvt Ltd.)
 through the hand of its Director)
Ramanuj Kankani)
 pursuant to the resolution passed)
 at the _____ Meeting)
 held on 10 August 22)
 in the presence of...)



R. Kankani
 For IMCD INDIA PRIVATE LIMITED
R. Kankani
 AUTHORISED SIGNATOR

1. [Signature]
2. [Signature]

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

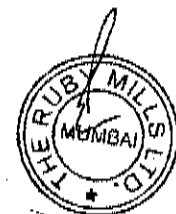
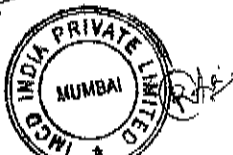


[Signature]

1. [Signature]
2. [Signature]



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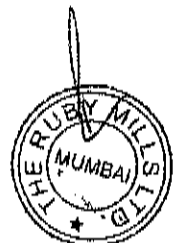
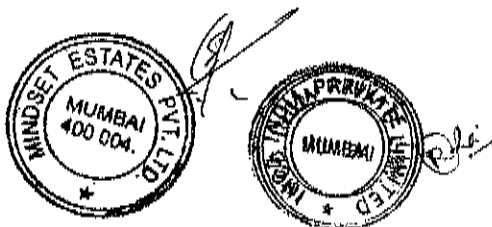
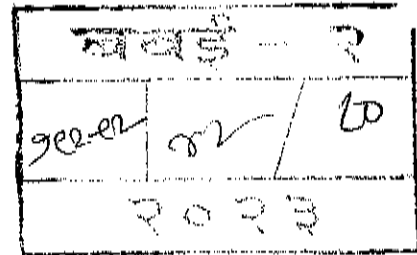


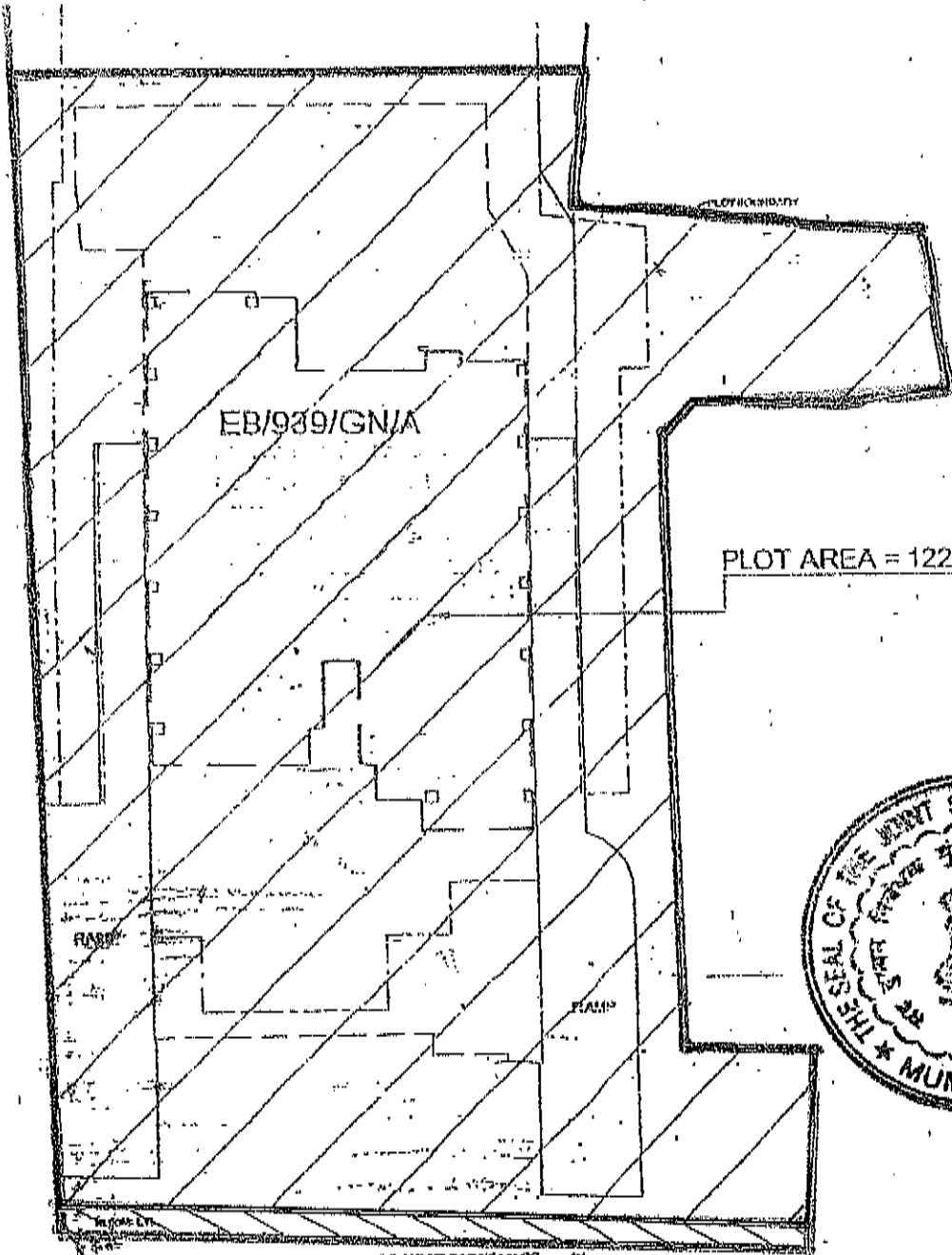
Annexure "A"

Monthly License Fees details of Escalation including for the renewal term

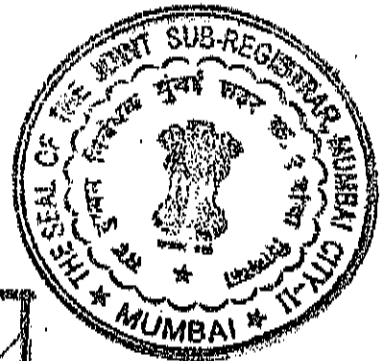
Tenure	License Fee in INR per sq. ft/ month on Chargeable area
Months 1 to 8	License Fee Free Period*
Months 9 to 36	Rs. 183
Months 37 to 60	Rs. 210.45

*CAM charges during the License Fee Free Period to be paid as per the agreement.





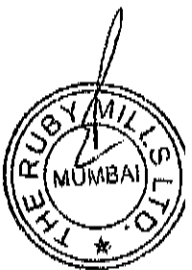
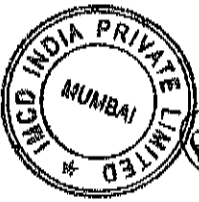
PLOT AREA = 12204.58 SQ.M

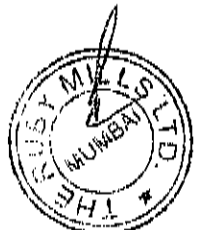
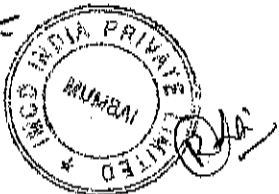
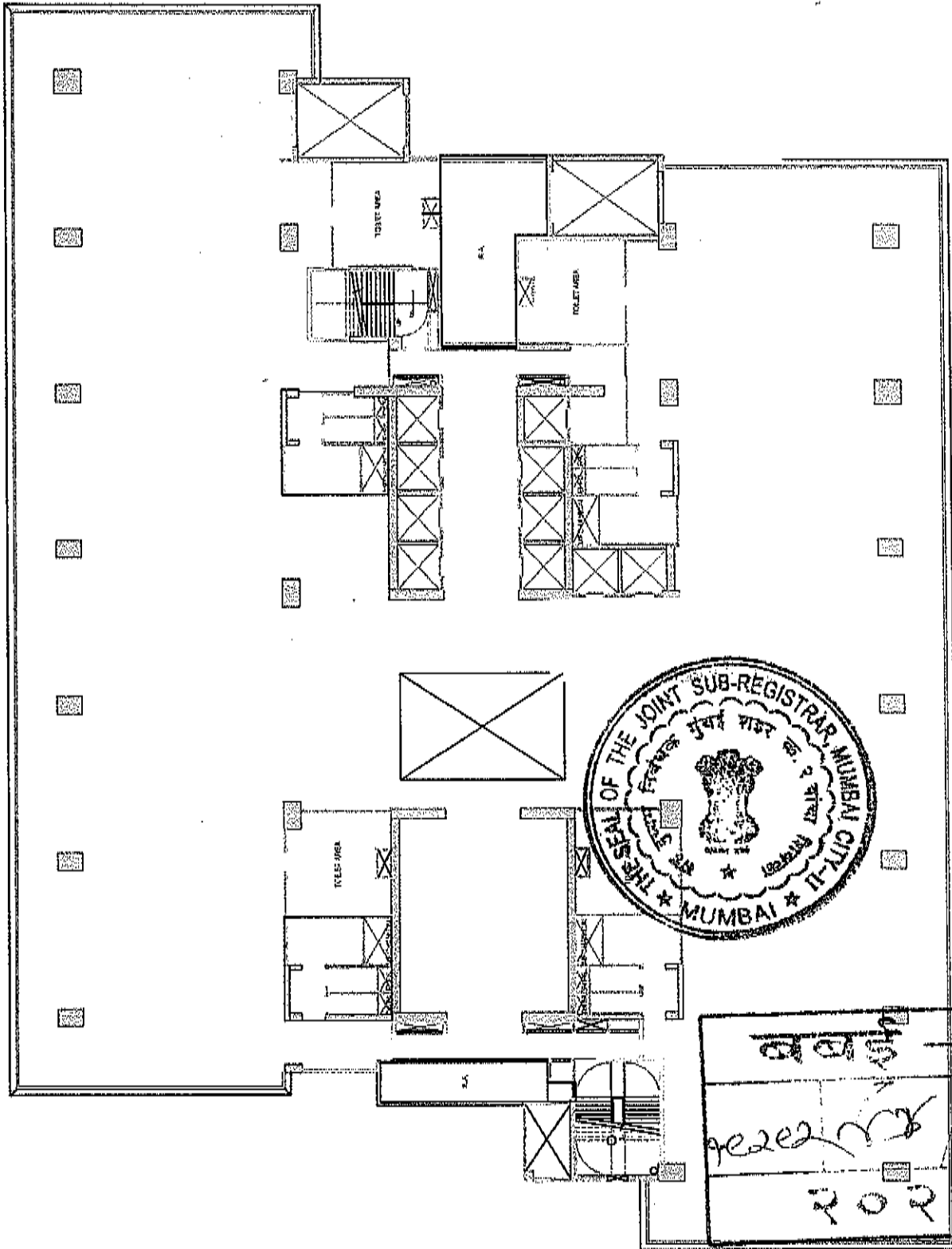


BLOCK PLAN
SCALE 1:500

SENAPATI BAPAT MARG
18.28M EXISTING WIDTH & 27.44M PROP. WIDTH

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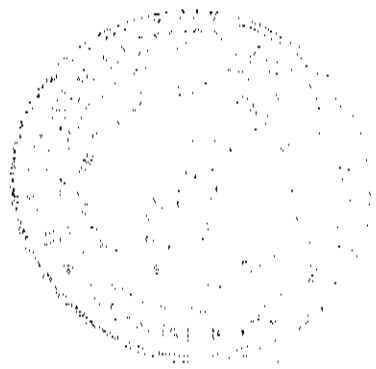
घोषणापत्र

मी...रि. ११/२१४ पाठो ५... याद्वारे घोषित करतो कि
दुय्यम निबंधक १-२... यांचे कार्यालयात...१६/०८...
या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री...५२९...
...१६/०८... व इ. यानी दि. १६/०८/१२... रोजी मला
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे
/ निष्पापित करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार
यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार
व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा त्याही कारणामुळे
कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही सादर कुलमुखत्यारपत्र पूर्णपणे वैध
असून उपरोक्त कृती करण्यास मी सक्षम आहे सादरचे द १६/०८ चे
आढळून आल्यास, नोंदणी अधिनियम १९०६ चे कलम ८२ अन्वये शिक्षेस मी
पात्र राहीन याची मला जाणीव आहे.



१६/०८
कुलमुखत्यारपत्रधारकांचे नाव व सही

खर्च - २	
१६/०८	१०
२०२३	



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: बवई-3-8398-2012
दस्तऐवजाचा प्रकार: मुखत्यात्म्या
सादर करणाऱ्याचे नाव: भरत एम शहा

नोंदणी फी ₹. 100.00
दस्त-हाताळणी फी ₹. 320.00
वाटा एवढी ₹. 20.00

DELIVERED मुद्रांची संख्या: 16

एकूण ₹. 440.00

गायणास हा दस्तऐवज अंदाजे 11:04 AM हा वेळीस मिळेल.

सह मुख्य निबंधक, मुंबई-3

मुख्य निबंधक

मोबदल क्र. 0/

मुंबई शहर क्र. 8

बाजार मूल्य: ₹. 0/-
भरलेले मुद्रांक शुल्क: ₹. 500/-
मुद्रांक तियम: (48-ह) (अ) व (ग) धरील @ इतर कोणत्याही प्रकरणात
1) देयकाचा प्रकार: By Cash रकम: ₹. 340/-
2) देयकाचा प्रकार: By Cash रकम: ₹. 100/-

DELIVERED



बवई - 2
2023

~~C3 ee/92~~

7 ✓ 1863

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch: **383435**

Pay to: Accd. Stamp Duty **Docum** Date **22/8/12**

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. Marg, Mumbai
Director, Mills Ltd.

Tel./ Mobile No. **98209999**

Date of the Document **20/8/12**

DD/Chaque No. **124**

Drawn on Bank **RECEIVED**

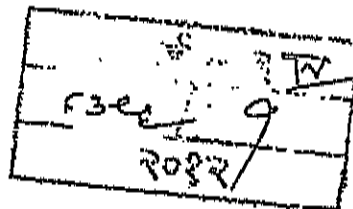
(For Bank's Use Only)

Tran ID A254 Rs. _____

PL-540 Rs. _____

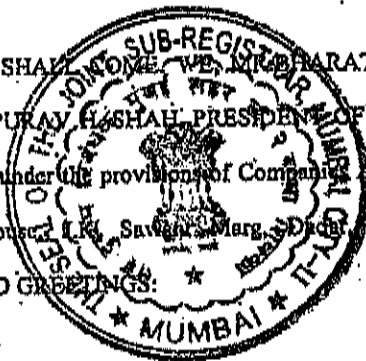
Franking Sr. No. **80145**

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 and having its registered office at **Ruby House, J.K. Marg, District, Mumbai-400 028** (hereinafter called "The Company"), SEND GREETINGS:



WHEREAS:

- (a) The Company is executing various Agreements for Sale and Leave and premises and various undertakings and affidavits in connection with the property 2 has developed and on the terms and conditions set out therein.

शुद्ध - 2

2023

THE KAPOL CO-OP. BANK LTD.
 AUTHORIZED SIGNATORY

SUB-REGISTRAR
 MUMBAI
 RECEIVED
 186600
 AUG 29 2012
 15:51
 200605001-185506

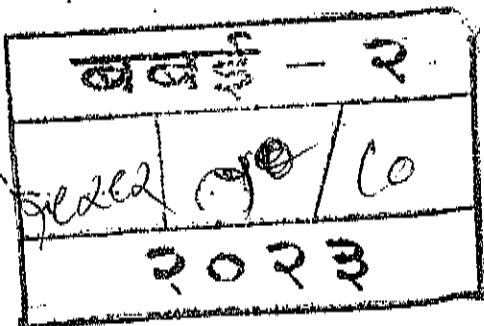
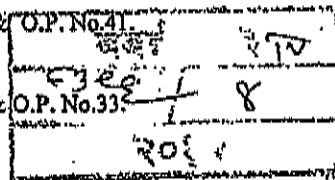
3. To appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the law relating to the registration to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed,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



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:)

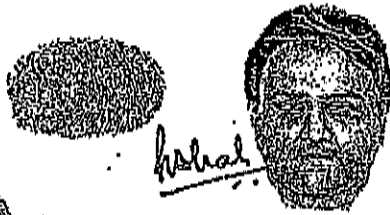
For THE RUBY MILLS LTD.

[Signature]
MR. BEARAT M. SHAH
JT. MANAGING DIRECTOR



1.

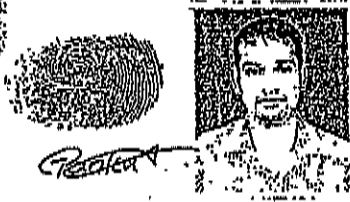
[Signature]
MR. PURAV H. SHAH
PRESIDENT



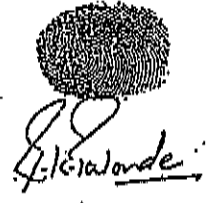
IN THE PRESENCE

ACCEPTED

1. MR. PANKAJ J. PARIKH



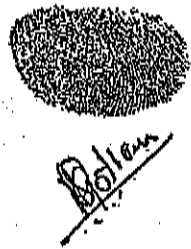
2. MR. RAJARAM K. PALANDE



3. MR. JADAV PRASAD G. VYAS



4. MR. ROHITAKSHA S. KOTIAN



व्यवस्था - २	
२०१२	२०
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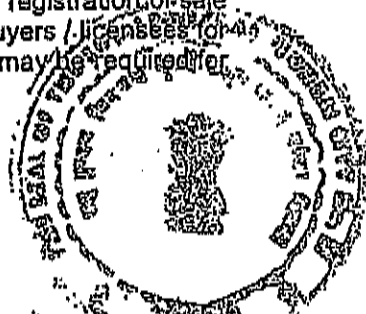
The Ruby Mills Ltd.

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

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

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

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

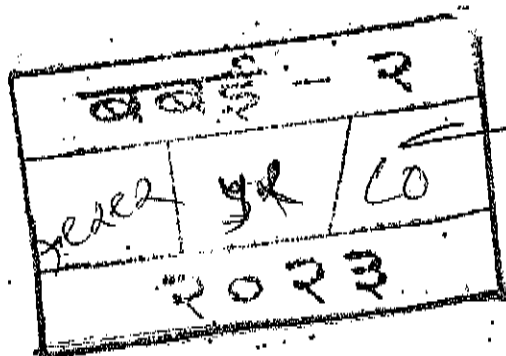


-Certified True Copy-
For The Ruby Mills Limited

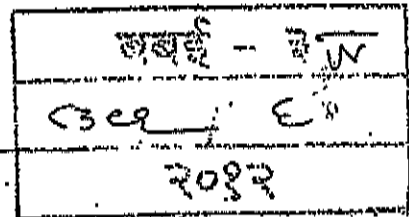
(Pankaj Parkhiya)
Company Secretary



Place: Mumbai
Date: 4th October, 2012



(mb)



PERMANENT ACCOUNT NUMBER
AJQPS0391D

नाम / NAME
BHARAT MANHARLAL SHAH

पिता या नाम / FATHER'S NAME
MANHARLAL CHUNILAL SHAH

जन्म तिथि / DATE OF BIRTH
16/08-1959



SIGNATURE

[Handwritten signature]

अधिकांश संचालक (ऑपरेशन्स)
Commissioner of Incomes-tax (Computer Operations)

[Handwritten initials]



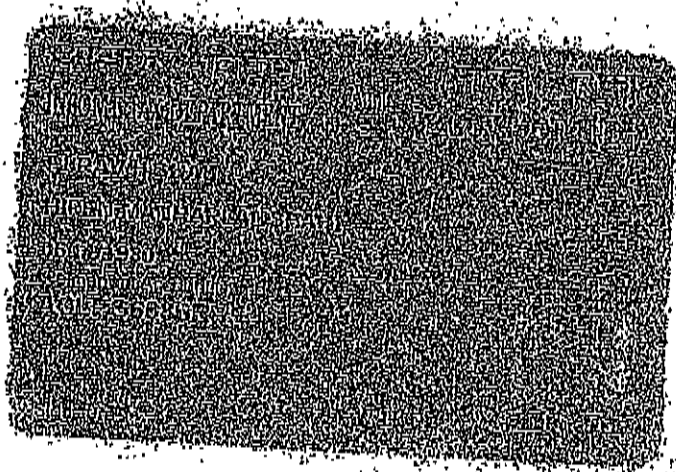
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CERTIFIED TRUE COPY
[Signature]
KRANTI SIDRUK
Advocate High Court.

वर्ग - २
३२२ / ०
२०२३

वर्ग - २
३२२ / ०
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Kshah



बल - २
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CERTIFIED TRUE COPY

Staw
KRANTI SIDRUK
Advocate High Court

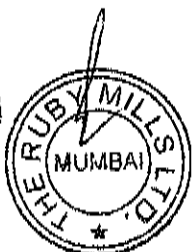
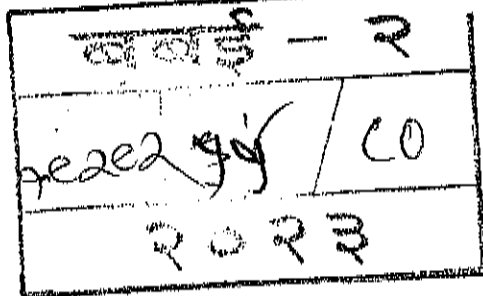
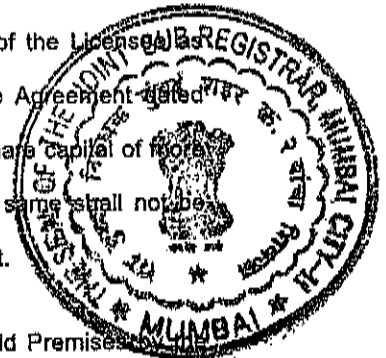
बल - २
<i>resel</i> / १०
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DECLARATION CUM INDEMNITY

Re: In the matter of Registered Leave & License Agreement dated _____ made between Mindset Estates Pvt. Ltd. ("the Licensor") and IMCD India Pvt. Ltd. ("the Licensee") and The Ruby Mills Limited ("the owner/confirming party) in respect of Office Premises on 24th Floor (27th floor as per MCGM Plans) in the building known as "The Ruby" ("said building") having aggregate usable carpet area of 29,852 sq. ft. and agreed chargeable area of 49,753 sq. ft. ("Licensed Premises").

_____ We _____ and _____, both Directors of _____, a Company registered under the Companies Act, _____ and having its registered office at _____ ("the Company") do hereby solemnly declare and say as under:-

- 1) We confirm that we are conversant with the day-to-day affairs and management of the Company and have been authorized by the Company vide Board Resolution dated _____ to execute this presents for and on behalf of the Company.
- 2) We hereby confirm that the Company is an associated entity of the Licensee defined under clause ____ of the captioned Leave and License Agreement dated _____ (said L&L Agreement). The Company has a paid up share capital of more than Rupees 1,00,00,000/- (Rupees One Crore Only) and the same shall not be reduced during the License Period under the said L&L Agreement.
- 3) We admit and confirm that occupation of the portion of the said Premises Company will not in any manner amount to sub-letting or sub-tenancy and/or creation of any other interest or claim of any nature whatsoever by the Licensee and/or by the Company or by the Licensor and that Company has not been conferred with or the Company shall not make any such claim or any adverse claim on the said Premises or any part thereof.



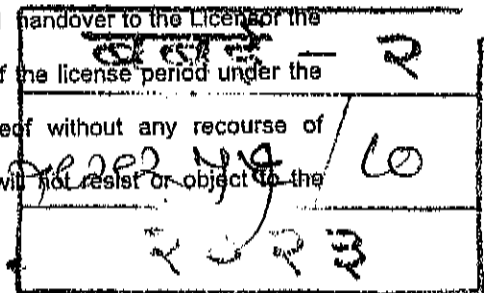
4) We further confirm that the Licensee i.e. IMCD India Private Limited is merely a Licensee of the Licensed Premises solely for the purpose of its bonafide use and the Licensor has permitted the Licensee to allow the Company to occupy the said premises on the basis of this declaration cum indemnity and confirm the contents hereof. We also confirm that the Licensee has obtained all the requisite permissions from the relevant authorities in order to allow the company to occupy the Licensed Premises.

5) We on behalf of the Company unconditionally agree and undertake that the Company shall remove all its belongings from the above mentioned premises on or before the date of expiry of the license period or its earlier determination thereof and the Company will not withhold the said Premises or any part thereof under any circumstances whatsoever.

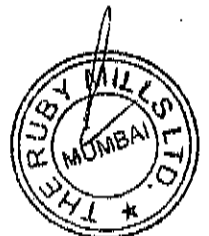
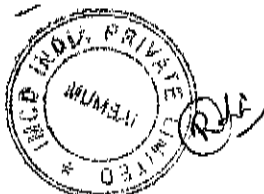
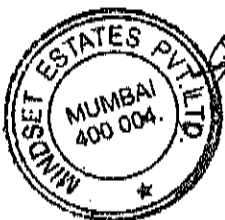
6) The Company further agrees and undertakes to carry out all instructions and directions as may be given to us by the Licensor in respect of the above premises without any hindrance or objection whatsoever.

7) The Company further agrees and undertakes that the Licensor shall at all times be in legal possession of the said Premises. The Company further agrees and undertakes that it will not induct or part with its occupation thereof to any other persons except to the Licensee.

8) The Company further confirms that the Company shall handover to the Licensor the vacant charge of the aforesaid Premises on expiry of the license period under the said L&L Agreement or earlier determination thereof without any recourse of adopting any legal proceedings and the Company will not resist or object to the same.



9) The Company shall indemnify and keep indemnified the Licensor of from and against all action, suit, costs, charges and expenses that may be suffered or

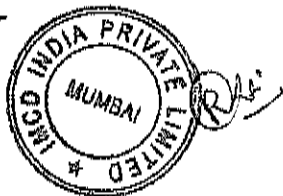
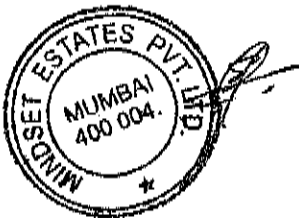
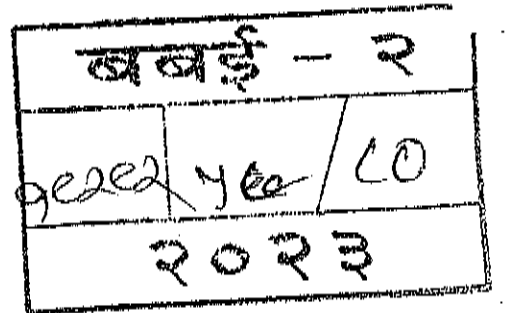


incurred or that may be caused to be suffered or incurred due to the occupation of the Company or due to any proceedings that may be required to be initiated by the Licensor against the Company and the Company agrees and undertakes to pay all costs, charges and expenses in respect thereof forthwith on demand by the Licensor.

Solemnly declared at Mumbai)
By the withinnamed _____ and)
_____)
In the capacity as Directors of the Company,)
pursuant to Board Resolution dated _____)

On the ___ day of _____ 20__

Before me



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MINDSET ESTATES PRIVATE
LIMITED

03/01/2008

Permanent Account Number

AAFCM3426Q

1000
1000

14012008



खजाना - २	
१०००	१०
२०२३	



The Ruby Mills Ltd.

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

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

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

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



Certified True Copy
The Ruby Mills Limited

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

वर्क - २	
२०११	१०

THE NEW YORK RETIREMENT ACCOUNT NUMBER
AAACT0220G

THE RUBY MILLS LIMITED

FORMERLY THE RUBY MILLS OF MICHIGAN CORPORATION
09-01-1917

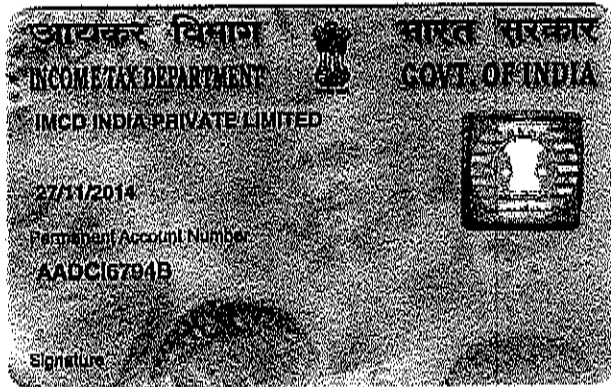
Director (Retiree) (Name)
DIRECTOR OF INCOME TAX (SYSTEMS)



In case this card is lost/ found, kindly
liaise with the authority.
Director of Income Tax (Systems)
ATA, Centre, Ground Floor
C-2, Jhansiben Bldg.
New Delhi - 110 005

For use by / For use by you with
reference to your / your use of
your (Name) (Name)
to use the card
to use the card
of (Name) - 110 005

2023	2023	2023
2023	2023	2023
2023	2023	2023



बजट - २	
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२०२३	

In case this card is lost / found, kindly inform / return to:
 Income Tax PAN Services Unit, UTTISH
 Plot No. 3, Sector 11, CBD Belapur,
 New Mumbai - 400 614.
 In case of any queries, please contact us at / write to:
 Income Tax PAN Services Unit, UTTISH,
 Plot No. 3, Sector 11, CBD Belapur,
 New Mumbai - 400 614.



बका - २	
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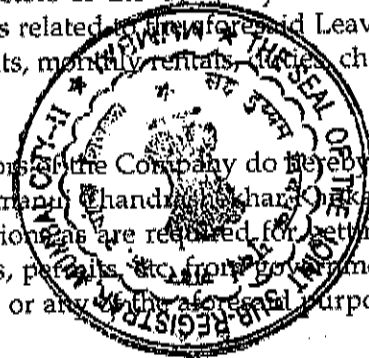
CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF IMCD INDIA PRIVATE LIMITED HELD ON THURSDAY, 10TH AUGUST 2023 AT THE REGISTERED OFFICE OF THE COMPANY AT 1101-1103, B-WING, ONE BKC, PLOT C-66, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI-400051 AT 12.00 P.M. AND CONCLUDED AT 12.45 P.M.

GRANTING AUTHORITY TO REGISTER THE LEAVE & LICENSE AGREEMENT:

"RESOLVED THAT the Board of Directors of the Company do hereby authorize Mr. Narendra Sujit Varde, Managing director or Mr. Ramanuj Chandrashekhar Kankani, Director of the Company, singly or jointly, to sign, execute & register the Leave & License agreement & any other agreement/document, including the fit-outs agreement, in respect of the premises to be taken on Leave & License basis, being 24th floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai - 400 028, totally admeasuring around 30,000 square feet carpet area and approximately 50,000 square feet chargeable area, on behalf of IMCD India Private Limited.

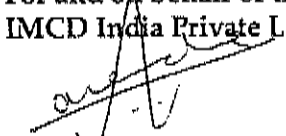
"RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorise any of its directors to approve all kinds of payments related to the aforesaid Leave and License arrangement including but not limited to the deposits, monthly rentals, utility charges, fit-outs, registration, licenses, permits and other matters.

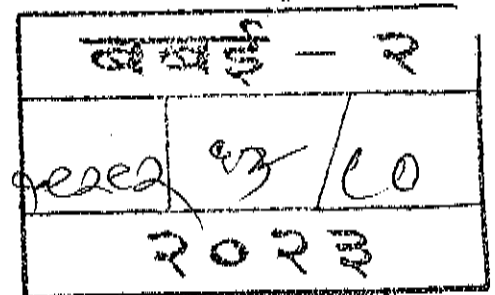
RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorise Mr. Narendra Sujit Varde, Managing director or Mr. Ramanuj Chandrashekhar Kankani, Director of the Company, singly or jointly, to take all such actions as are required for getting registration and/or renewal of the aforesaid licenses, approvals, permits, etc. from government authorities and also to do generally everything requisite for all or any of the aforesaid purposes, including matters ancillary or incidental thereto."



Certified true copy

For and on behalf of the Board of Directors of
IMCD India Private Limited


Narendra Sujit Varde
Managing Director
(DIN No. 09026419)
Flat No. 801-901, Varde Villa, 298,
V P Varde Marg, Bandra West, TPS III,
Mumbai-400050.



Date: 11.08.2023

Place: Mumbai



ભારત સરકાર
Government of India

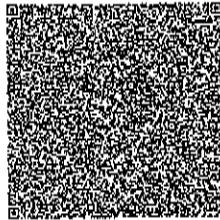
ભારતીય વિશિષ્ટ ઓળખાણ પાલિકરણ
Unique Identification Authority of India

નામીકરણ ક્રમ સંખ્યા/ Enrolment No.: 0000/00600/72638

To

રામાનુજ ચંદ્રશેખર કંકાની
Ramanuj Chandrashekhar Kankani
A-705, Divine Tower, Ajitnath CHSL
Ajit Nagar, S V Road
Near N L School
Malad West
Mumbai City
Mumbai City Maharashtra - 400064
9833986930

Validity: unknown



તમારો આધાર નંબર / Your Aadhaar No. :

7701 9179 0253

VID : 9140 7622 9459 1040

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



રામાનુજ ચંદ્રશેખર કંકાની
Ramanuj Chandrashekhar Kankani
જન્મ તારીખ/DOB: 03/12/1980
પુરુષ/ MALE

Issue Date: 07/04/2012

7701 9179 0253

VID : 9140 7622 9459 1040

મારો આધાર, મારી ઓળખ

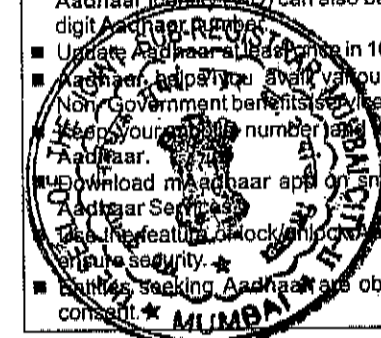


Government of India



માહિતી / INFORMATION

- આધાર એ ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ.
- આધાર અનન્ય અને સુરક્ષિત છે.
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ/ ઓફલાઇન XML/ ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો
- આધારના તમામ સ્વરૂપો જેમ કે આધાર કાર્ડ, PVC કાર્ડ, eAadhaar અને mAadhaar સમાન રીતે માન્ય છે. 12-અંકના આધાર નંબરની જગ્યાએ વર્ચ્યુઅલ આધાર ઓળખ (VID)ની પણ ઉપયોગ કરી શકાય છે.
- 10 વર્ષમાં ઓછામાં ઓછું એકવાર આધાર અપડેટ કરો.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી વાસો/સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- આધારમાં તમારી મોબાઇલ નંબર અને ઇમેઇલ આઇડી અપડેટ રાખો.
- આધાર સેવાઓ મેળવવા માટે સ્માર્ટફોન પર mAadhaar એપ ડાઉનલોડ કરો.
- સુરક્ષા સુનિશ્ચિત કરવા માટે લોક/અનલોક બાયોમેટ્રિક્સ/આધાર સુવિધાનો ઉપયોગ કરો.
- આધાર મેળવવા માંગતા સંગઠનોએ યોગ્ય સંમતિ મેળવવી જરૂરી છે.
- Aadhaar is a proof of Identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar Number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non-Government benefits and services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.



ભારતીય વિશિષ્ટ ઓળખાણ પાલિકરણ
Unique Identification Authority of India

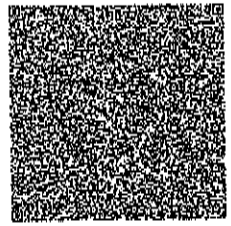


સરનામું :

અ-705, ડીવિન ટાવર, અજિતનાથ ચેમ્સ, અજિત નગર, સ વ રોડ, નેર ન લ સ્કૂલ, મલાદ વેસ્ટ, મુંબઈ શિટી, મુંબઈ શિટી, મહારાષ્ટ્ર - 400064

Address:

A-705, Divine Tower, Ajitnath CHSL, Ajit Nagar, S V Road, Near N L School, Malad West, Mumbai City, Mumbai City, Maharashtra - 400064



7701 9179 0253

VID : 9140 7622 9459 1040

મારો આધાર, મારી ઓળખ

1947

help@uidai.gov.in

www.uidai.gov.in

કલકત્તા - ૨
૨૦૨૩



MINDSET ESTATES PRIVATE LIMITED

[CIN: U45202MH2008PTC177318]

Reg off: Gordhan Bldg. No. II, 12/14, Parekh Street, Prarthana Samaj, Mumbai - 400 004

Email id: info@rohanguroup.com

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

AUTHORITY TO SIGN AND EXECUTE THE DOCUMENTS

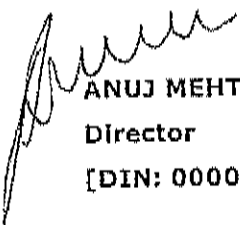
"RESOLVED THAT Mr. Harresh Mehta (DIN: 00002925), Director or Mr. Anuj Mehta (DIN: 00002922), Director or Mr. Sudhakar Shetty, General Manager of the company be and are hereby severally authorised to sign, negotiate, finalize and execute Agreements or deeds or Memorandum of understandings or any documents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

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

FURTHER RESOLVED THAT a copy of the said resolution duly certified by any one of the current Directors of the Company be submitted to the concerned authorities when deemed necessary."

For MINDSET ESTATES PRIVATE LIMITED



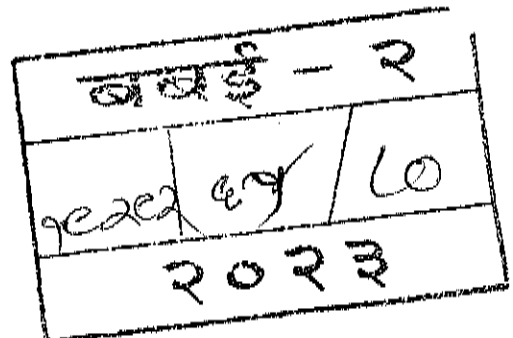

ANUJ MEHTA

Director

[DIN: 00002922]

Place: Mumbai

Date: 11th August, 2017



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAYPS4513Q



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 (गण्यति)

DIRECTOR OF INCOME TAX (SYSTEMS)



बखई - २	
२२२	४९ / ६०
२०२३	



The Ruby Mills Ltd.

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

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

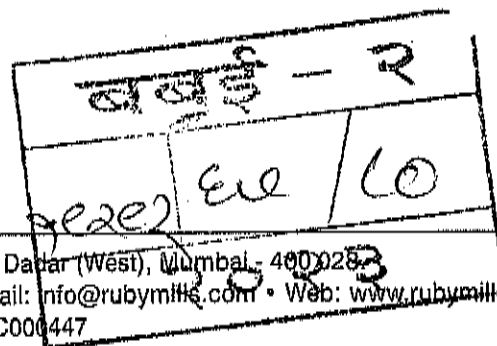
The Chairman informed the Board that many inquiries were received by the Company from prospective Buyers and Licensees for outright purchase and/or leave and license of the premises at Dadar. Since the structural work of the building was about to be completed and the tentative schedule of completion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

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



Certified True Copy
For The Ruby Mills Limited


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






आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

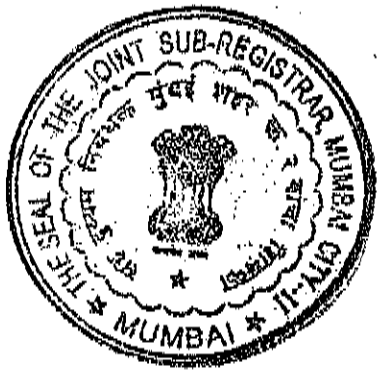
PURAV H. SHAH
HIREN MANHARLAL SHAH
 06/11/1980
 Permanent Account Number
ACLPS6086R


 Signature









वसुधै - २	
२०२३	६१/८०
२०२३	




बका - २		
gener	६६	०
२०२३		


भारत सरकार
GOVERNMENT OF INDIA




राजाराम कृष्णाजी पालंडे
Rajaram Krishnaji Palande

जन्म वर्ष / Year of Birth : 1967
 पुण्य / Mala



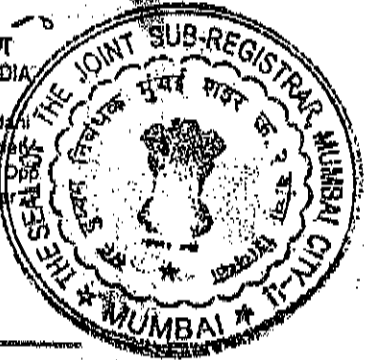
2487 3007 9343

आधार — सामान्य माणसाचा अधिकार




आधार


भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA





पत्ता क्रम नं. १२, जिवदानी बंदन को-ऑप
 हाऊसिंग सोसायटी लिमिटेड, मनवेलपाडा
 रोड, तिलपिरी टॉवर मधीर, विरार पूर्व,
 विरार पूर्व, ठाणे, महाराष्ट्र, 401305

Address: Room No. 12, Jivdani
 Vandan Co-op Housing Society
 Limited, Manvelpada Road, Opp
 Nilgiri Tower, Virar East, Virar
 East, Thane, Maharashtra,
 401305

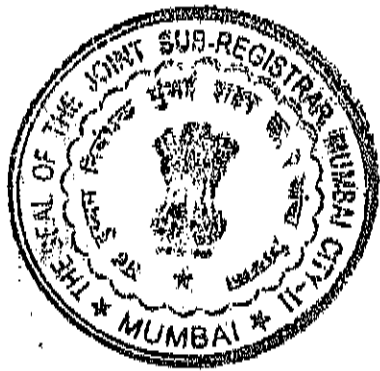

 1947
 1800 180 1947


help@uidai.gov.in


www.uidai.gov.in


 P.O. Box No. 1947,
 Bengaluru-560 001

बळई - २
१२२२२६००/८०
२०२३



१९३३ - २	
१२२५७	२०
१०२३	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

RAMANUJ C KANKANI

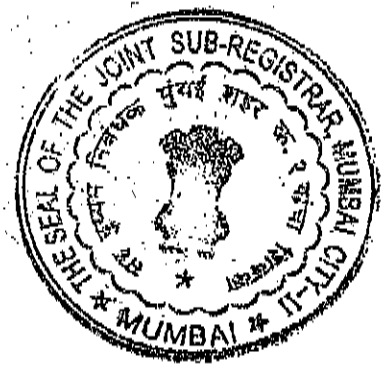
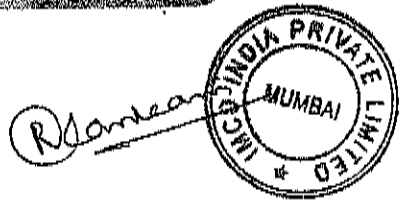
CHANDRASHEKHAR DURGAPRASAD
KANKANI

03/12/1980

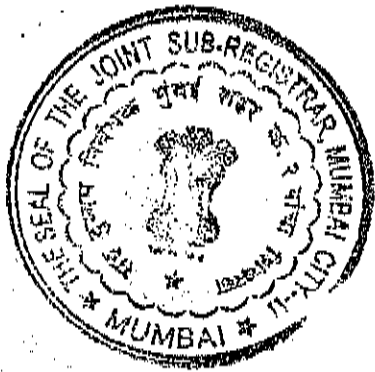
Permanent Account Number
AKLCPK080TH

R. Kankani

Signature



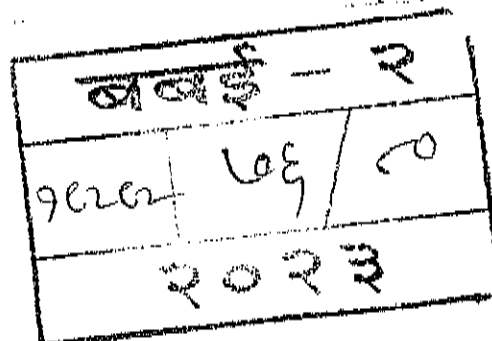
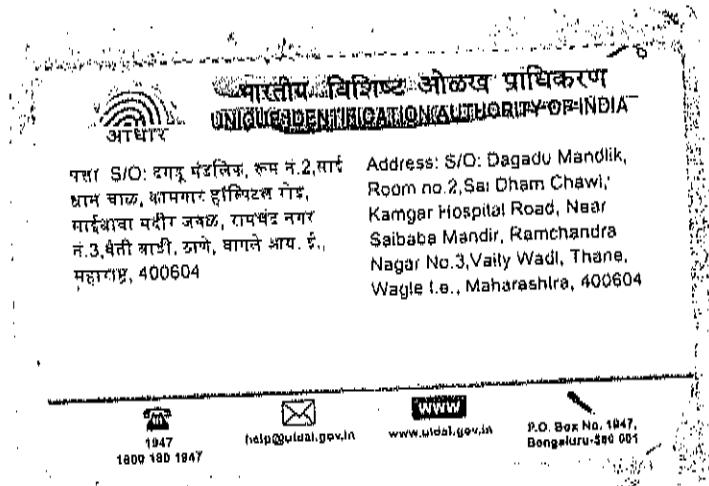
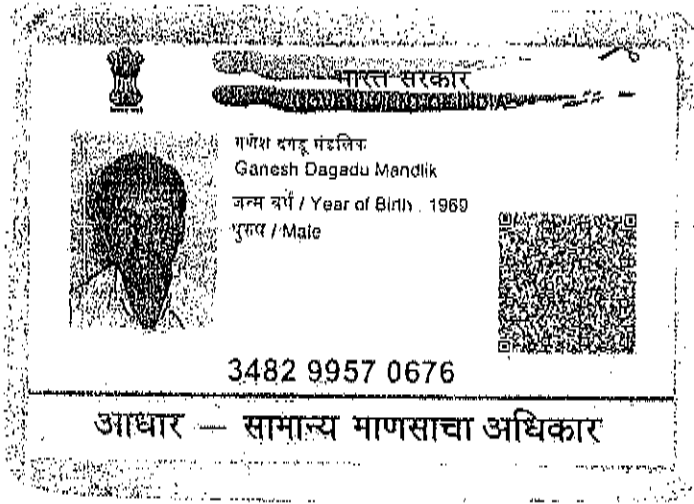
खलई - २	
५२	१०
२०२३	



७७६ - २	
१०२०७३	७
२०२३	



बळवंत - २		
१९९९	५	२
२०२३		

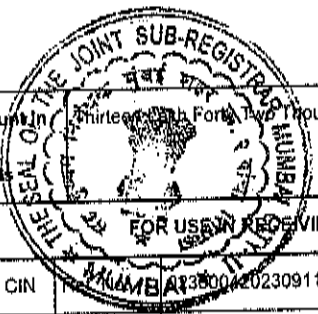


CHALLAN
MTR Form Number-6



GRN	MH007928233202324M	BARCODE	Date		11/09/2023-12:18:10	Form ID	36A
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (if Any)				
			PAN No.(if Applicable)				
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2		Full Name	IMCD INDIA PRIVATE LIMITED			
Location	MUMBAI		Flat/Block No.	Office Premises on 24th Floor (27th floor as per			
Year	2023-2024 One Time		Premises/Building	MCGM Plans). The Ruby			
Account Head Details		Amount In Rs.	Road/Street	Senapati Bapat Marg, Dadar West			
0030045501	Stamp Duty	1341000.00	Area/Locality	Mumbai			
0030063301	Registration Fee	1000.00	Town/City/District				
			PIN	4	0	0	0 2 8
			Remarks (If Any)	SecondPartyName=MINDSET ESTATES PRIVATE LIMITED-			
			Amount In Words				
			Thirteen Lakh Forty Two Thousand Rupees Only				
Total		13,42,000.00	FOR USE IN RECEIVING BANK				
Payment Details		BANK OF MAHARASHTRA					
Cheque/DD Details		Bank CIN	MUMBAI 1380042023091165826 232543730029				
Cheque/DD No.		Bank Date	RBI Date	11/09/2023-16:53:30	12/09/2023		
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA				
Name of Branch		Scroll No. , Date	30912 , 12/09/2023				

1342000.00



Department ID : Mobile No. : 0000000000
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 ये चालान केवल केवल विभागीय कार्यालय में ही मान्यता प्राप्त है। अन्य जगह पर उपयोग नहीं किया जा सकता है।

Signature Not Verified

Digitally signed by DS
 DIRECTORATE OF
 ACCOUNTS AND
 TREASURIES MUMBAI 02
 Date: 2023.09.15 10:43:12
 IST

9020 00 / 50
2023

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount	
1	(IS)-319-19292	0004285625202324	15/09/2023-10:42:23	IGR183	1000.00
2	(IS)-319-19292	0004285625202324	15/09/2023-10:42:23	IGR183	1341000.00
Total Defacement Amount					13,42,000.00

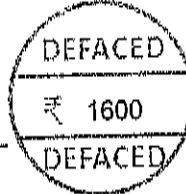


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0923145410499	Receipt Date	15/09/2023
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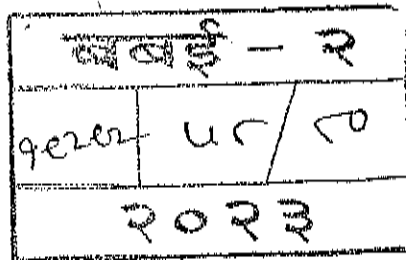
Received from DHC , Mobile number 0000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered on Document No. 19292 dated 15/09/2023 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.



Payment Details

Bank Name	SBIN	Payment Date	14/09/2023
Bank CIN	10004152023091409909	REF No.	325771767161
Deface No	0923145410499D	Deface Date	15/09/2023

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



319/19292

शुक्रवार, 15 सप्टेंबर 2023 10:42 म.पू.

दस्त गोपबारा भाग-1

विवड2

दस्त क्रमांक: 19292/2023

68

दस्त क्रमांक: विवड2 /19292/2023

बाजार मूल्य: रु. 4,92,55,470/- भीवदला: रु. 3,79,366/-

भरलेले मुद्रांक शुल्क: रु.13,41,000/-

द. नि. सह. द. नि. विवड2 यांचे कार्यालयात

पावती:20983

पावती दिनांक: 15/09/2023

अ. क्र. 19292 वर दि.15-09-2023

भाद्रकण्ठागारेचे नाव: माईन्डगेट इन्स्टिट्यूट प्रायव्हेट लिमिटेड नॉन
ऑथराईज सिग्रेटरी मुद्रांक शेट्टी

गेजी 10:41 म.पू. वा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्त हानाळणी फी

रु. 1600.00

पृष्ठांची संख्या: 80

एकूण: 2600.00

दस्त हजर करणाऱ्याची मही:

सह. दुय्यम निबंधक, मुंबई-2

सह. दुय्यम निबंधक

मुंबई शहर क्र. 36 अ. निवृत्त अॅड लायसन्सेस

सह. दुय्यम निबंधक, मुंबई-2

मुंबई शहर क्र. 2

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.

शिक्रा क्र. 1 15 / 09 / 2023 10 : 41 : 16 AM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 15 / 09 / 2023 10 : 42 : 29 AM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस सादर केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व गोंधळ जोडलेल्या कागदपत्रांची सत्यता तपासली आहे, * दस्ताची सत्यता, वैधता आचरदेशीत कार्यासाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून घेणारे :

लिहून घेणारे :





15/09/2023 10 51:07 AM

दस्त गोपवारा भाग-2

बवड2

दस्त क्रमांक:19292/2023

50

दस्त क्रमांक :बवड2/19292/2023

दस्ताचा प्रकार :-36-अ-लिव्ह अॅड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:द रुवी मिल्स लिमिटेड तर्फे ऑथराईज सिग्रेटरी पुरव शाह तर्फे कुंज सुखस्थार राजाराम पालांडे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रुवी हाउस, जे.के.सावंत मार्ग, दादर पश्चिम, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:	मान्यता देणार वय :-52 स्वाक्षरी:		
2	नाव:मार्गडसेट इस्टेट्स प्रायव्हेट लिमिटेड तर्फे ऑथराईज सिग्रेटरी सुधाकर शेठ्टी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गोर्धन थिथिंग नं 2, 2 रा मजला, 12/14 डॉ पारेख स्ट्रीट, पार्थना समाज, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर:	लायसेन्सर वय :-73 स्वाक्षरी:		
3	नाव:आयएमसीडी इंडिया प्रायव्हेट लिमिटेड तर्फे ऑथराईज सिग्रेटरी रामानुज कण्वाणी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 1101-1103, वन वीकेसी, वी-चिंग, सी-66, जी-ब्लॉक, वांद्रा कुर्ला कॉम्प्लेक्स, वांद्रा पूर्व, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:	लायसेन्सी वय :-42 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिव्ह अॅड लायसन्सेस चा दस्त एवज करून दिव्याचे प्रकृत करतात.
शिक्का क्र.3 ची वेळ:15 / 09 / 2023 10 : 50 : 41 AM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:गणेश मंडलिक वय:56 पत्ता:सेनापती बापट मार्ग, दादर पश्चिम, मुंबई पिन कोड:400028		
2	नाव:अंशु श डिंगणकर वय:34 पत्ता:28/ए, सुचिता निवास, फोर्ट, मुंबई पिन कोड:400001		

प्रमाणित करणेत घेते की
दस्तामध्ये एकूण.....पाने आहेत.

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

दिनांक 15 SEP 2023

शिक्का क्र.4 ची वेळ:15 / 09 / 2023 10 : 51 : 16 AM

सह दुय्यम निबंधक, मुंबई-२
सह. दुय्यम निबंधक

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Deface At	Deface Number	Deface Date
1	IMCD INDIA PRIVATE LIMITED	eChallan	02300042023091165826	MH007928233202324M	1341000.00	SD	0004285625202324	15/09/2023
2		DHC		0923145410499	1600	RF	0923145410499D	15/09/2023
3	IMCD INDIA PRIVATE LIMITED	eChallan		MH007928233202324M	1000	RF	0004285625202324	15/09/2023

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

