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LEASE DEED

“Office No. B-22@PRIVILON”

(Between KIFS and E&Y)

રજીસ્ટ્રેશન પર્હોય

પર્હોય નંબર ૨૦૧૮૦૦૪૦૨૬૫૫૯ દસ્તાવેજ નંબર ૮૮૫૨ દસ્તાવેજ વર્ષ ૨૦૧૮
તારીખ ૨૫ માહે જુલાઈ સને ૨૦૧૮

દસ્તાવેજનો પ્રકાર: ભાડાપત્રો

અવેજ ૧૦૬૭૫૫૮૭.૦૦

રજુ કરનારનું નામ KIFS INTERNATIONAL LLP THROUGH ITS AUTHORISED SIGNATORY MR AMIT B MODI

નીચે પ્રમાણે ફી પર્હોયી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....
નકલ કરવા ની ફી સાઈડ / ફોલીયો.....
શેરોની નકલ કરવા માટે ફી.....
ટપાલ ખર્ચ.....
નકલો અથવા ચાદીઓ (કલમ ૬૪ થી ૬૭).....
શોધ અગર તપાસણી.....
ઈંડ કલમ-૨૫.....
કલમ-૩૪ (કલમ-૫૭).....
નકલ ફી ફોલીયો.....
ઈન્ડેક્સ-૨ ફી.....

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કુલ એકંદરે રૂ. ૧૦૭૪૦૦.૦૦

અંકે રૂપીયા એક લાખ સાત હજાર ચાર સો પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

B/81 Pariseema Com C G Road Ahmedabad.

અગર

Mamish J. Mehta

ને આપશો

રજુ કરનારની સહી

B. V. PATEL
સબ-રજીસ્ટ્રાર

અમદાવાદ-૪ પાલડી

અસલ લેખ પરત કરેલ છે.
તારીખ:- 26-7-18

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Serial No 86652 Date: 24/7/2019
Name KIFS International LLP
Address C.G. Road
Ahmedabad
Value Rs. 523400/00
Licence No. GUJ/SOS/AUTH/AV/149/2007
Amarnath Co. Op. Bank Ltd.
Stadium Road, Ahmedabad - 380014.



A. B. Modi

LEASE DEED

KNOW ALL MEN BY THESE PRESENTS THAT THIS LEASE DEED ("Deed") is made on this 25th day of July, 2019 ("Effective Date") at Ahmedabad;

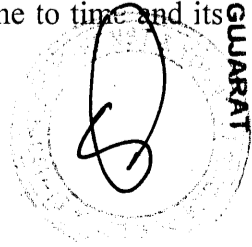
BY AND BETWEEN

KIFS INTERNATIONAL LLP (PAN: AAQFK2892L), a Limited Liability Partnership, formed and registered under the Limited Liability Partnership Act, 2008, under No. AAF-9434 at Ahmedabad (Gujarat), having its address at B-81, Pariseema Complex, C.G. Road, Ahmedabad-380006 and represented through its Authorized Signatory/ Representative **Mr. Amit B. Modi**, herein after referred to as the "Lessor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and its successors and assigns) of the **ONE PART**

AMARNATH CO-OP BANK LTD
STADIUM ROAD,
AHMEDABAD
GUJ/SOS/AUTH/AV/149/2007

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AND

ERNST & YOUNG SERVICES PRIVATE LIMITED (PAN: AACCP8967E), a Company formed and registered under the Companies Act 1956, CIN : 074999DL2002PTC117296, registered on 10th October,2002, having its registered office at 6th Floor, Worldmark-1, Asset Area 11, Hospitality District, Indira Gandhi International Airport, New Delhi (India)-110037 and represented through its Authorized Signatory/ Representative **Mr. Santosh Aggarwal**, hereinafter referred to as the "**Lessee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all of successors and permitted assigns) of the **OTHER PART**

The Lessor and the Lessee shall hereinafter collectively be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

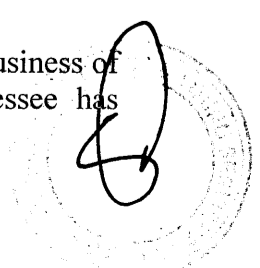
- A.** The Lessor is the possessor and absolutely entitled to the Premises, bearing **Office No. 22**, having super built up area of about **9,891.00 Sq. Ft.** on the **22nd Floor in Block -B**, in the Building known as "**PRIVILON**" situated on land or ground, hereditaments and premises situated at Jodhpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad – 4 (Paldi), bearing Final Plot No. 72, Sub Plot No. 1, of Town Planning Scheme No. 51 (Bodakdev-Makarba – Vejalpur), admeasuring about 10,870 Sq.mts., and delineated with red colour and green colour boundary line respectively on the plan annexed herewith, old Revenue survey Nos. 389 + 390/3 (Old Vejalpur (sim), Survey Nos. 1063 and 1064 respectively), (hereinafter referred to as the "**said Premises**") and it is more particularly described in the "**Schedule- I**" hereunder;
- B.** The said Premises was purchased by the Lessor *vide* a Deed of Conveyance registered at the office of the Sub-Registrar of Assurances under serial no. **2869** dated **07/03/2019** from the erstwhile owners cum developer viz. SKZ DEVELOPERS LLP.

The Lessor has allotted a facility of **10 (Ten) covered car parking facility** at **stack car parking** to the Lessee. **Building Society** shall provide valet service for parking and retrieving cars from stacked parking at no extra cost to the Lessee. But in future, if there is any change in the norms regarding the same by the Building Society applicable for all the tenants of the building, then the same will be applicable on the Lessee. Lessor has provided to the Lessee, **25 (Twenty-Five) two-wheeler parking** at two-wheeler parking area on first come first basis. Building Society will ensure that this parking will be available at all times, having referred to total parking available hereinafter referred to as the "**Parking Space**". In case the services as mentioned above are not fulfilled by the Building Society, the Lessee will have the right to approach the Lessor to resolve the concerns.

The said Premises has been handed over in bare shell condition along with High Side Daikin Brand HVAC's (hereinafter called as the "**Amenities**").

- C.** The said Premises with the Parking Space and the Amenities is referred hereinafter as the "**Demised / Leased Premises**".
- D.** The Lessee being in need of Demised Premises to carry out its business of commercial activities and allied IT /ITES Services , the Lessee has

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requested the Lessor to grant the Lessee, lease of the Demised / Leased Premises, for a period of **9 (Nine) years**, which the Lessor have agreed to do at or for the lease rent and upon the terms and conditions hereinafter appearing.

- E. The Parties have mutually negotiated the terms and conditions, upon which the Lessor has leased out the Leased Premises to the Lessee and both Parties desire to reduce the same into writing, having agreed in this regard by executing this Deed.
- F. The Lessee has visited, inspected, measured and has taken the Demised Premises as it is at site.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:



1. In consideration of the rent herein reserved to be paid by the Lessee to the Lessor and of the covenants and conditions hereinafter contained on the part of the Lessee to be observed and performed, the Lessor **DOETH** HEREBY DEMISE unto the Lessee the Leased Premises, more particularly described in the Schedule-A hereunder written, unto the Lessee for the term **9 (Nine) years** ("**Lease Term**") specified in **Clause-2** hereunder but determinable as hereinafter provided, **YIELDING AND PAYING** therefore during the said Lease Term to the Lessor the monthly rent reserved
2. (a) Possession of the Demised Premises is handed over by the Lessor to the Lessee and the Lessee has received the same. However, Lease Term of **9 (Nine) years** shall commence from Rent Commencement Date defined hereunder.

(b) Rent free period has been fixed at 110 days commencing from the date, 11th February 2019. Accordingly, the period till 31/05/2019 shall be termed as RentFree Period. The Lessee shall bear and pay the utility charges and electricity bill, municipal tax and the CAM charges for the said Rent Free Period as per actuals.

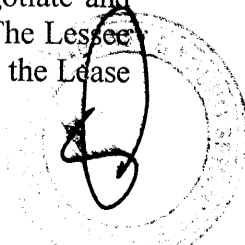
(c) The day immediately following the expiry of the Rent-Free Period **i.e. 1st June 2019** shall be termed as the "**Rent Commencement Date**". Lessee's obligation to pay monthly rent shall commence from **1st June 2019**. It is expressly clarified that the Lessee shall start paying the rent from Rent Commencement Date irrespective of the fact whether it has started operating from the Demised Premises or not.

(d) Initial uninterrupted and continuous period of **3 (Three) years/36 (Thirty Six) months** from the **Rent Commencement Date** shall be Lock-in-period, during which period Lessee shall not be entitled to terminate this Deed excepted as mentioned in **clause 5(b)** (hereinafter referred to as "**Lock-in-Period**"). If the Lessee wishes to terminate this Lease within the Lock-in-Period, then Lessee will have to pay the Rent (including applicable Service Tax/GST) for the balance (unexpired portion) Lock-in-Period, subject to other provisions herein.

Service Tax/GST shall be payable by Lessee to Lessor if the same is required to be paid.

- (e) After **9 (Nine) years** of Lease Term the parties may renegotiate and renew the Lease on mutually agreed terms and conditions. The Lessee will inform the Lessor in writing of its intention of renewing the Lease

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6 (Six) months prior to the expiry of this Lease. In case of disagreement, either Party has the right to reject the renewal terms without assigning any reasons whatsoever. In case of disagreement in finalizing the terms and conditions, the Lease will come to an end on expiry of 9 (Nine) years of Lease. Also, in the absence of any notice from either Party, the Lease shall come to an end on the expiry of the Lease Term of 9 (Nine) years.

3. THE LESSEE FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY COVENANTS WITH THE LESSOR TO THE INTENT THAT THE COVENANTS HEREIN CONTAINED SHALL CONTINUE THROUGHOUT THE TERM HEREBY CREATED.

(a) During the Lease Term or the earlier determination thereof, to pay to the Lessor regularly, every month, in advance on or before the 10th day of each English Calendar month, subject to the receipt of invoices on or before the 1st day of every month, Rs. 4,40,150/- (Rupees Four Lakh Forty Thousand One Hundred and Fifty only) lease rent subject to escalation as stated in sub para (e) below. For the convenience of payment of the rent, the Lessor has given its Bank Account number as given below for transferring the lease rent and intend that payment by the Lessee into such Bank Account of the Lessor will be considered to be due payment of such rent by the Lessee to the Lessor. The Lessor may from time to time change the designated Bank Account, but always in the name of Lessor KIFS INTERNATIONAL LLP (PAN: AAQFK2892L) into which the Lessee is to pay the rent as aforesaid. However, the Lessor shall be required to give to the Lessee notice/intimation in writing for change of designated Bank Account Number, at least 10 days prior to the due date for payment of the rent as aforesaid.



Details of the Lessor

Bank Account Number

Bank Account No.: 00060340031167
Name of the Bank & Branch: HDFC Bank, Navrangpura Branch,
Ahmedabad-380009
IFSC Code: HDFC0000006

(b) The Lessee shall be liable to pay and shall pay to the Lessor interest calculated at 18% per annum for any delay beyond the 10th day of respective month in making payment of the rent to the Lessor as aforesaid, (except for the delay reason for which is attributable to Lessor or under the terms hereof).

(c) The Lessee alone, shall be liable to bear and pay the service tax, GST or any other tax of similar nature (by whatever name called) on the Lease rent payable by the Lessee to the Lessor under this Lease or any renewal thereof and the same shall be in addition to the Rent.

(d) All payment of rent under sub clause (a) above and related payments shall be subject to any statutory deductions required to be made under the applicable laws, like Income Tax Act or any other: All prescribed certificates in respect of the tax so deducted shall be handed over by the Lessee to the Lessor, within the time stipulated under the relevant law.

(e) The rent is subject to escalation of 4% of the rent payable at the end of every 12 (Twelve) months from the rent commencement date. However, there will be no escalation security deposit referred to in sub para

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(m) below. Such Lease rent as escalated for the entire Lease Term has been shown under the "Schedule-II" hereunder written. The escalation in Lease rent shall be automatically done and paid by the Lessee without the Lessor making any specific demand for it.

That it has been agreed by the Lessee that in no circumstances the Lessee shall reduce or intimate the Lessor to reduce the lease rent of the said Premises and further it is immaterial and irrelevant for the Lessor and/or for any of the terms & conditions of the said Deed that whether the Lessee is experiencing loss and/or the market is going through recession or whatsoever. Meaning thereby that the Lessee shall continue paying the lease rent during the entire lease period as agreed hereinabove without any reduction/revision in it. And further, the Lessee shall in no event shall reduce/intimate the Lessor to reduce the area of the said Premises, meaning thereby that the Lessee shall use/occupy the said Premises in whole during the entire lease period and if any of such action is taken by the Lessee, the same shall not be accepted by the Lessor.

(f) The Demised Premises is part of the Project, known as "PRIVILON". Common Area Maintenance charges are payable for maintenance, administration, management, repair, etc. of the common amenities, facilities, services and infrastructure of the Project. The Lessee shall pay monthly Rs. 29,673/- (Rupees Twenty Nine Thousand Six Hundred and Seventy Three only), calculated at the rate of Rs. 3.00/- per square foot of the Super Built-up Area as Common Area Maintenance (CAM) charges payable as at present to the association on or before 10th day or before the prescribed time period by the Building Society provided that the lessee receives the invoices 10 days in advance of the payment date of every month. Delay in making the payment after 10th day or before the prescribed time period by the Building Society will be liable for an interest as calculated by the Building Society. In case there is any increase in the CAM charges required to be paid to the association/society of the Building, the same will be applicable to all the tenants and the Lessee shall pay the additional amount to cover up the differences. In case there is any change in payment norms by the building society applicable to all the tenants of the building, the same will be applicable to the Lessee. The Lessor has already paid a proportionate amount for the Common Area Maintenance Charges calculated at the rate Rs 3.00/- per sq.ft per month to the Building Society for a initial period of 3 years from 11th February 2019, for the Leased Premises, hence the Lessee shall reimburse the charges to the Lessor for the initial 3 years as per the invoice raised by the Lessor as per the charges agreed above. After the expiry of 3 years from 11th February 2019, the Lessee shall pay the charges directly to the Building Society as per the invoices raised by the Building Society at the agreed charges covered above.

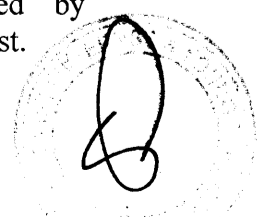
(g) (i) Lessee shall use the Demised Premises for Commercial office purposes and allied IT/ITES Services only.

(ii) It will be the sole discretion of the Lessee, from time to time, to decide upon the operation timing including round the clock and 365 days (as per the rules and the regulations of the Building Society) so long as the business and activities do not violate any applicable laws.

(iii) The business as aforesaid shall be carried on and conducted by the Lessee on its own account and at its own risk and cost.



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(h) To pay regularly and without any delay, at actuals, all charges (including escalations) for utilities like electricity, water, gas, telephone, internet etc. consumed in the Demised Premises by the Lessee during the Lease Term and during the Rent-Free Period as per its Bill.

The Lessee agrees that for the Term, it will be solely liable to pay all existing (post signing of the agreement) and future taxes (during the term of the agreement), cesses including but not limited to goods and service tax, Lease tax, DG Tax etc. as applicable on the payments of the Lease rent, bare shell infrastructure rent, car parking charges, Property Taxes, Water Taxes, Municipal/Nagarpalika's Taxes, Common Area Maintenance charges and Utility Charges payable by the Lessee under the Deed.

The Lessee shall reimburse the taxes as described in **Clause (h), in case they are not paid directly.** within **7 days** of receiving the debit note with receipt (proof) of such payments from the Lessor in this regard if these taxes are paid by the Lessor.

(j) To apply for and to obtain at its cost and expenses the licenses, permits, permissions, no objections, etc. (if required) for fit out, establishing, carrying on and conducting its business and to pay to the authorities the fees and all other charges payable for such licenses, permits permissions, no objection, etc. and to comply with the conditions at the time of grant and from time to time that may be imposed therein / therefore by the concerned authorities for fit out, establishing, carrying on and conducting its business at, on and from Demised Premises. The Lessee shall be responsible for the compliance of all applicable statutory obligations in respect of the installations made and the operations conducted by it at the Demised Premises.

(k) To permit the Lessor and its agents at all reasonable day time, on their giving the Lessee **24 hours'** prior written notice in that behalf, to enter upon the Demised Premises or any part thereof and to remain thereon for the purpose of occasional viewing the state of repairs of the Demised Premises, without disturbing the business activities of the Lessee there at.

(l) At the expiration or sooner determination of the Lease Term hereby created, to yield and deliver unto the Lessor the peaceful possession of the Demised Premises subject to normal wear and tear in keeping with the provisions of this Deed. It is clarified that the Lessee shall be entitled to remove the fixtures, fittings, equipment and/or appliances that may have been brought in and/or installed in the Demised Premises by the Lessee without causing any damage to the Demised Premises but usual wear and tear excepted. Before taking possession of the Demised Premises, the Lessor shall have reasonable opportunity in the manner **sub-clause "k"** above to view the Demised Premises to verify that the same is in keeping with the provisions of this Lease Deed. The Lessor is not obliged to accept or pay for any fixture, fittings or equipments that may be left behind by the Lessee inside the Demised Premises and the Lessee shall not make any claims in future in this regard.



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(m) The Lessee has paid to the Lessor a sum of **Rs.26,40,897/= (Rupees Twenty Six Lakh Forty Thousand and Eight Hundred Ninety Seven only)**, equal to **6 (Six) months'** rent as Interest Free Security Deposit to remain with the Lessor throughout the Lease Term in following manners.

- i). **50 %** of Security Deposit has been paid at the time of handing over the possession for the fit-outs, and
- ii). Remaining **50%** will be paid at the time of signing and execution of this Lease Deed.

(n) The Lessee shall be entitled to terminate this Deed at any time after the expiry of Lock-in-Period after giving to the Lessor **3 (three) months'** notice in writing provided that a notice of minimum **3 (Three) months'** may be given after the **33rd month** from the Rent Commencement Date such that the termination is effective on or after the expiry of the Lock In Period, or on paying to the Lessor 3 (three) months' rent in lieu of notice or proportionate rent in case the notice period is less than 3 (three) months. Then the Lessor shall refund to the Lessee the Interest Free Security Deposit referred to in **sub-clause (m)** above and all other sums paid in advance by the Lessee to the Lessor under this Deed on the expiry of the **3 (Three) months'** notice in writing, or on paying to the Lessor 3 (Three) months' rent in lieu of notice or proportionate rent in case the notice period is less than three months after deducting there from such amount as may be outstanding and payable and to be borne and paid by the Lessee under the terms of this Deed against and simultaneously with the Lessee handing over to the Lessor the Demised Premises in terms of **sub-clause (l)** above.

(o) (i) The Lessee shall be responsible for all cost and charges in relation to regular periodic, routine and breakdown repairs and maintenance with respect to the Demised Premises and its installations and its Fit Outs

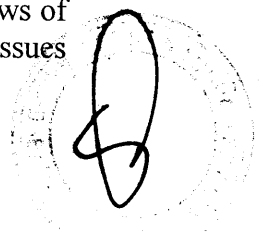
(ii) The Lessee shall be responsible to carry out all the day to day routine repairs and maintenance of all installations within the Demised Premises installed by the Lessee. This shall include (but not limited to) housekeeping expenses, cleaning, security expenses, equipment or machine maintenance, replacement costs of lightning & fixtures, color work, maintenance or replacement of plumbing lines within the premises and fixtures. Any kind of damage incurred due to negligent usage of the Demised Premises by the Lessee will have to be repaired by Lessee at its own cost.

(iii) The Lessee shall throughout the Lease Term take the required annual maintenance contract for the equipment / amenities put by the Lessee and the High Side Daikin Brand HVAC provided by the Lessor in the Demised Premises and shall bear and pay the necessary costs associated with the same. The Lessee at its own cost shall be responsible for taking all renewals of permissions/licenses for the usage of such equipment. The Lessee shall be responsible for all cost associated with routine maintenance, repairs, break-down maintenance related to all such equipment and installations. Also the Lessor shall never be held responsible for any malfunction or any accident caused during the use of any such equipment installed inside the Demised Premises throughout the Lease Term.

(iv). In the leased premises, the lessee will abide by the local bylaws of the fire department. In case the fire department / authority issues



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notice, it will be lessee's responsibility to resolve the same. In addition, if the leased premises is ceased by the fire department /authority due to violation of fire related compliances, lessee will continue paying the lease rent to the lessor

(p) The Lessee shall not place or keep or permit to be placed or kept in the Demised Premises any article or thing or carry out any activity which is prohibited by law and under bye-laws of the society. Any statutory permission if required from the authority for storage or usage of any highly inflammable or explosive materials, shall be obtained by the Lessee at its own cost.

(q) The Lessee shall use the Demised Premises with due care, subject to reasonable wear and tear. In the event, the Demised Premises or any portion thereof is rendered unusable due to any cause attributable to the negligence or willful omission on behalf of the Lessee or its employees or any person under the Lessee, and not amounting to force majeure and cause thereof not attributable to Lessor, then the Lessee shall carry out all such repairs necessary to make good all damages at its own cost and expense. The Lessor shall not be held responsible for the same. The Lessee shall continue to pay rent for the period during which the Lessee is carrying out such repairs.



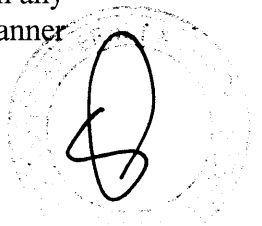
(r) (i) The Lessee hereby acknowledges that this is a Deed in favor of the Lessee. The terms and conditions of the Deed are as contained herein. The Lessor shall remain owner of the land and Demised Premises. The Lessee shall at no time whether during the subsistence of the Deed or thereafter claim to be owner of the land or Demised Premises or any part thereof. It is hereby agreed between the Parties hereto that at all times the legal title and ownership of the land and Demised Premises shall remain with the Lessor.

(ii) The Lessee or any person claiming through the Lessee shall not at any time claim any adverse ' right or title in the Demised Premises adverse to Lessor. This Lease Deed shall not be construed as creating any such adverse right or title in the Demised Premises adverse to Lessor and in favor of the Lessee. The Lessee agrees not to claim protection of any Act or any modification or re-enactment thereof and that notwithstanding any change in law the rights and liabilities of the parties set out herein will remain unaffected.

(iii) The Lessee further undertakes that during the subsistence of this Lease Deed, the Lessee shall not act or claim any right in any manner which is contrary or prejudicial to the above rights of the Lessor.

(s) The Lessee shall be responsible for the payments towards the salary/wages and other benefits to staff employed by the Lessee either directly or through any agency. The Lessee shall also be solely responsible and liable for the due compliance of all laws applicable in respect of the persons employed by the Lessee or through any agency throughout the Lease Term. The Lessee shall also throughout the Lease Term and during the fit out period be solely responsible and liable for the activities within the Demised Premises and for any injury or harm to or death of any visitor or customer, employee, worker employed by the Lessee (whether directly or through any agency), and the Lessor shall not be responsible or liable in any manner whatsoever.

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(t) (i) The Lessee shall not be entitled to carry out any civil work or - structural additions or alterations or modifications whatsoever, and shall not act in a manner which anyways affects or damages the core structure of the Demised Premises or the Building in any manner. Lessee shall not erect any permanent civil structure in the Demised Premises, without prior written consent of the Lessor.

(ii) The Lessee has to follow all the rules and regulations made by the relevant statutory authorities while carrying out the installations and fit-out works and the Lessee shall ensure that it does not result into any damages to the Demised Premises. Damages caused to the Demised Premises during any installations (including but not limited to laying of cables, conduits, utility pipes, AC ducts & piping, machine foundations etc.) being done by the Lessee, shall be repaired by the Lessee at its own cost.

(u) The Lessee shall be responsible to take insurance at its cost of all the work of interior designs and decoration, furniture, fixtures, fittings, instruments, equipment, and its other articles and things, installed, brought or lying in the Demised Premises against all types of risk, including earth quake, flood or natural disaster, riots, war and terrorism, etc. and shall be responsible to take appropriate third party insurance relating to its employees and visitors.

(v) The Lessee shall be responsible for complying with the terms and conditions and for obtaining timely renewals of all licenses, approvals and permissions in respect of all such installations / equipments (including but not limited to Fire Safety License or any other installations for which permissions are required to be renewed periodically) that have been installed by the Lessee in the Demised Premises. The cost in respect of such renewals shall be borne and paid by the Lessee. The Lessee shall be responsible to maintain and keep in force all the permissions related to the Demised Premises and its installations during the term of the lease.

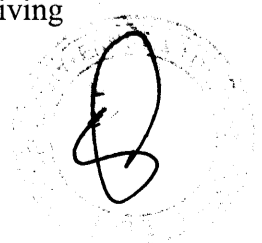
(w) The Lessee further undertakes that it shall not throughout the period of Lease Term make any such changes in the Demised Premises or make any such use of the Demised Premises which are in contravention to the statutory approvals and sanctioned plans of the Leased Premises without obtaining appropriate legal permissions.

(x) All operational taxes, charges, duties, burdens, assessments, outgoings and impositions (including any increases on the existing taxes as well as fresh or new taxes, rates or cesses) related to Lessee's business operations including but not limited to SGST/CGST/IGST, VAT, CST, etc., as may be levied by the state or central government and/or any other authority or nagarpalika or municipal corporation, including any surcharge or cess thereon shall be borne and paid by Lessee, punctually as and when the same shall become due and payable throughout the Lease Term.

(y) The Lessee shall have right to sub-lease, sub license or grant leave and license to use, or otherwise permit use of the entire or a portion of the Demised Premises to its parent, subsidiaries, affiliates as defined in Annexure-A (Affiliated Entity means and includes all entities, present and future, in India, their successors and assigns who are members firms/companies/entities of Ernst & Young Global Limited) by giving written intimation to the Lessor.



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(z) The Lessee acknowledges that the Leased Premises is one single property and cannot be vacated/terminated partially but only as a whole i.e. partial termination of the Deed of any part of the Demised Premises is not permitted under any circumstances.

(aa) Lessee to indemnify, keep indemnified and hold harmless the Lessor from and against all claims, demands, damages, costs, liabilities and expenses arising from any breach or default on the part of the Lessee in the performance of any statutory obligation or any covenant of the lease including payment of rents.

4. THE LESSOR FOR ITSELF AND ITS SUCESSORS AND ASSIGNS HEREBY COVENANT WITH THE LESSEE TO THE INTENT THAT THE COVENANTS HEREIN CONTAINED SHALL CONTINUE THROUGHOUT THE TERM HEREBY CREATED.

(a) As and when requested by the Lessee , the Lessor shall sign and hand over to the Lessee all applications and/or writings as may be required by the Lessee to apply for and obtain in its name from public bodies and authorities all and any sanctions , permissions, licenses, permits etc. as may from time to time be required by the Lessee for use by the Lessee of the Demised Premises and generally in accordance with the terms of this Deed, it being clarified that all costs, charges and expenses in this connection shall be born and paid by the Lessee alone.

(b) The Lessor shall have to right to sell, transfer, mortgage or otherwise dispose of the Demised Premises or the Building ("**Transfer**") anytime during the Lease Term (or any extension thereof); provided that the prior intimation of such Transfer shall be provided to the Lessee and the below mentioned terms should be complied with by the Lessor :

(i) The Lessor agrees that any agreement or document executed between the Lessor and the third party transferee for the Transfer of the Demised Premises should be 'registered and stamped in accordance with the applicable law and the said agreement or document should contain a covenant that the Demised Premises have been Leased to the Lessee under this Deed and the leasehold right of the Lessee under this Deed shall continue, post the Transfer of the Demised Premises or the Building, in accordance with the terms of this Deed and the third party transferee shall step into the shoes of the Lessor.

(ii) Simultaneously with the execution of the agreement or document for the Transfer of the Demised Premises or the Building to the third party transferee as aforesaid, the Lessor shall ensure that a tri-partite agreement is executed on the necessary stamp paper in accordance with the applicable law between the Lessor, the Lessee and such third party transferee agreeing that the third party transferee shall step into the shoes of the Lessor and will be bound by the terms and conditions of this Deed. Simultaneously with the execution of the agreement or document for the Transfer of the Leased Premises or the Building to the third party transferee, The Lessor shall transfer the Security Deposit to Third party Transferee. And at the time



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of vacating the Demised Premises, the third party transferee will refund the Security Deposit back to the Lessee. Further, it is clarified that all costs incurred in relation to such Transfer will be fully borne by the Lessor.

(iii) If in future whenever the Lessor will plan to mortgage the said Premises for the purpose of Loan from any financial institutions, banks, NBFC etc. and at that time if any such institution demands for NOC from Lessee, then at such time the Lessee will co-operate for the same with Lessor.

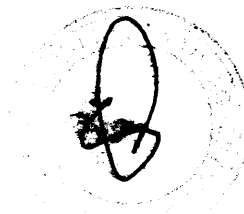
(c) The Lessee paying the rent, hereby reserved and observing and performing the covenants and conditions herein on the part of the Lessee to be observed and performed, shall and will peaceably and quietly enjoy the Demised Premises (together with access thereto and the amenities, facility appurtenant thereto) during the said Lease Term without intimidation or disturbance by the Lessor or any person or persons lawfully or equitably claiming from under or in trust for it.

(d) (i) The Lessor hereby agrees, undertakes and covenants to return/repay to the Lessee the said Interest Free Security Deposit of Rs. 26,40,897/- (**Rupees Twenty-Six Lakh Forty Thousand and Eight Hundred Ninety-Seven only**), (referred to in **clause 3(m)** above) without interest after deducting there from such amount as may be outstanding to be payable by the Lessee to the Lessor or otherwise outstanding and to be borne and paid by the Lessee under the terms of this Deed, by a pay order payable in Ahmedabad, simultaneously with and against the Lessee handing over to the Lessor the Demised Premises in terms of **clause 3(l)** above.

(ii) If the Lessor doesn't refund the Interest Free Security Deposit to the Lessee as aforesaid, then without prejudice to any of its other rights and remedies available in law to recover the same from the Lessor, the Lessee shall not be obliged or required to vacate and handover possession of the Demised Premises to the Lessor, and shall be entitled to continue to use and be in possession of the Demised Premises as the Lessee thereof, without being liable to pay any lease-rent to the Lessor and other charges/payments referred to in **clause 3(a) and 3 (d)**, until such time as the Lessor refund to the Lessee the Interest Free Security Deposit in full.

(iii) The Lessor shall take insurance policy at its cost of the Demised Premises against all types of risks, including earth quake, flood or natural disaster, riots, war and terrorism, etc. the amount that may be received under such insurance policy shall be utilized for the purpose of repair and reinstatement of the Demised Premises.

The Lessee shall pay the Property Tax as imposed by the relevant authority on the Demised Premises. In case Lessee fails to pay such tax, the Lessor may pay such tax for the Demised Premises and claim reimbursement of such payment from the Lessee .



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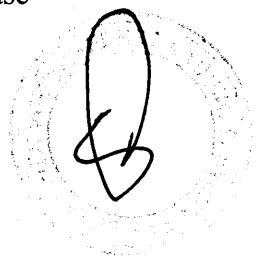
5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND -
DECLARED AS FOLLOWS :

(a) (i) If, at any time the rent hereby reserved or any part thereof remains unpaid for a period of **2(Two) consecutive calendar months** after the date on which the same ought to have been paid or if the Lessee shall commit breach of any terms, condition, duty or obligation on its part, and if such rent along with applicable interest, remains unpaid, and if such default, continues and is not remedied in **30 (thirty) days ("Curing Period")** from the date of service of a notice in writing to be given by the Lessor to the Lessee with details of the breach to remedy such default or breach, then and in any such case, it shall be lawful for the Lessor at any time thereafter to terminate the Deed. If the same occurs during the Lock-in-Period, the Lessee will additionally be required to pay the rent (including applicable service tax or GST) also for the un-expired period of Lock-in-Period. All such amounts may be set off against said Interest Free Security Deposit to the extent of the sums due. However, if the security deposit amount is not sufficient to offset all the outstanding dues to the Lessor, Lessee shall make good the same to the Lessor. This is without prejudice to other available rights and remedies to the Lessor to recover such outstanding dues from the Lessee.

(ii) If within the Curing Period the Lessee pays or deposits the entire amount of outstanding dues in the designated Bank Account of the Lessor or otherwise tenders the amount in default to the Lessor, the Lessee shall not be considered to be in default and consequently the Lessor shall not be entitled to exercise or purport to exercise its aforesaid right of termination.

(iii) In case of termination or expiry of lease each Party as per the provisions of this Deed shall pay to other, the full amount of monies due to the other Party. The Lessee shall not withhold the rent to be adjusted against the Interest Free Security Deposit during the termination notice period and shall continue to pay the same separately till the date of termination of the Deed. On the date of termination the Lessee shall handover vacant possession of the Demised Premises in a proper tenantable condition subject to normal wear and tear, to the Lessor without any dispute or objection, subject to the Lessor simultaneously refunding the Interest Free Security Deposit after adjusting any dues or compensation recoverable by the Lessor under this Deed.

(iv) If the Lessee wrongfully and illegally continues in the possession of the Demised Premises, in spite of the Lessor refunding the Interest Free Security Deposit after adjusting the dues recoverable from the Lessee under this Lease Deed, such possession shall be considered as encroachment by Lessee and Lessor shall be entitled to levy a penalty equal to **2 (Two) times** the applicable rent at the time of termination and shall have right to take appropriate legal action against the Lessee. This penalty will be payable over and above the monthly Lease Rent payable to the Lessor as per this agreement.



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(iv) Such payment of Lease Rent and penalty shall not Prejudice the Lessor's right and remedies available under the law to recover the possession from the Lessee.

(b) However if the Lease Deed under the terms hereof comes to an end or termination by the Lessee during Lock-in-Period on account of force majeure event as mentioned in clause (e) (iv) below and cause thereof not attributable to the Lessee, the Lessee shall not be to pay the rent for the un-expired Lock-in-Period.

(c) The Lessor has represented and assured the Lessee that it is absolutely entitled to the Demised Premises with clear and marketable title free from all encumbrances, and it has due power, authority, competency and capacity to give the same on lease as intended or expressed to be herein.

(d) The Lessor will be entitled to securitize its rent receivables with any Bank/Financial Institution or by mortgaging the Demised Premises without the Lessee being liable in any manner in respect of the same. The Lessee shall cooperate for entering into any tri-party agreement if needed to be executed between the Lessor, Lessee and the bank/financial institution at the cost of the Lessor so long as the Lessee is not in any manner responsible and liable for in respect of such financial facility that may be availed of by the Lessor, and same does not adversely affect or prejudice the rights and interest of the Lessee.

(e) "Force Majeure" shall mean any event or circumstance the cause for which is not attributable to either Party and that renders the Demised Premises completely or partially unusable. It shall include:

(i) Acts of god or events including any effect of the natural element like lightning, fire, earthquake, unprecedented rains, landslide, flood, storm, cyclone, or any other similar effect.

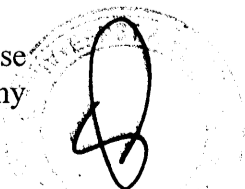
(ii) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India,

(iii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage,

The Lessor and the Lessee shall not hold each other, as the case may be, responsible for any structural damage or demolition to/of the Demised Premises due to the occurrence of a Force Majeure event.

On the occurrence of a Force Majeure event, the Lessor shall repair and restore the Demised Premises or otherwise rectify the same at its own costs to its previous condition as is handed over by Lessor to the Lessee under the terms of this Lease Deed in a period ("**Restoration Period**") of thirty days upon happening of such Force Majeure event (provided that the repair or restoration of the Fit Outs shall be the responsibility of the Lessee and at its cost and expenses). The Lease Term in such an event shall stand extended by the period equal to the Restoration Period. The Lessee shall not get any rent free period to carry out the Fit outs.

It is clarified, that the Lessee shall not be liable to pay any lease rent for the Restoration Period, and shall not undertake any



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business activity during this period from the Demised Premises. If the Lessee desires to use the unaffected / usable portion of the Demised Premises, the Lessee may do so on payment of proportionate rent for such unaffected usable portion of the Demised Premises.

Further upon completion of the repair and restoration work by the Lessor, the Lessee will start paying the Rent as per the terms and conditions mentioned in this Deed, irrespective of the fact that whether the Lessee has started functioning normally or not from the Demised Premises.

The Lessor shall be entitled to publicly disclose either by way of advertisement or through any publicity medium or brochure, that it has entered in to a Lease Deed with the Lessee and that the Lessee is one of its lease clients. The Lessor shall make sure that the name and the logo of the Lessee used in any such publicity material shall be same as shown on the official website of the Lessee.



6.A REPRESENTATION AND WARRANTIES OF LESSOR.

- (a) The Lessor is the absolute owner of and is seized and possessed of and otherwise well and sufficiently entitled to the Demised Premises and its title to the said Land and Demised Premises is clear, marketable, and free from all reasonable doubts and encumbrances,
- (b) No other person or Persons has or have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said Land or the Demised Premises, either by way of sale, charge, lien, gift, trust, lease, easement, development rights, assignments or otherwise howsoever,
- (c) The Lessor have the full power and authority to enter into this Lease Deed and this Lease Deed when executed is valid and binding upon the Lessor and its successors in interest, heirs, executors, administrators and assigns,

6 B. REPRESENTATION AND WARRANTIES OF THE LESSEE

- (a) The Lessee is a company formed and registered under the Companies Act 1956, and has its office at 6th Floor, Worldmark-1, Asset Area 11, Hospitality District, Indira Gandhi International Airport, New Delhi (India)-110037.
- (b) The Lessee has full power and authority and has taken consent of all partners to execute, deliver and perform its obligation under this Lease Deed and carry out the transaction contemplated herein,
- (c) This Lease Deed Constitue a legal, valid and binding obligation enforceable against the Lessee in accordance with the terms hereof.

7. PARKING SPACE

The Lessor has allotted a facility of **10 (Ten) covered car parking facility** at **stack car parking** to the Lessee. Building Society shall provide valet service for parking and retrieving cars from stacked parking at no extra cost to the Lessee. but in future, if there is any change in the norms regarding the same by the Building Society applicable for all the tenants of the building, then the same will be



applicable on the Lessee. The Lessor has provided to the Lessee 25 (Twenty-Five) two-wheeler parking at two-wheeler parking area on first come first basis. Building Society will ensure that this parking will be available at all times having referred to total parking available.

The Lessee shall abide by the Parking rules of the Building Society / Association during the Lease Term.

- 8. The Parties agree that 60 KVA power load will be provided by Lessor at the Premises at no extra cost. If Lessee requires any additional power load, the Lessee may obtain the same and the Lessor agree to co-operate for further requirement of power. The expenses including any deposits for the additional power shall be borne by the Lessee.

The Lessee shall be liable to pay for the electricity and the water consumed by the Lessee in the Demised Premises leased to the Lessee during the Lease Term to the concerned utility companies on their respective due dates. In the event of the Lessee failing to do so and in case the Lessor is required to make payment of the same, then in such event the Lessee shall forthwith reimburse to the Lessor the dues paid by the Lessor together with interest that may have been levied by the concerned authority, if any.

In case the Lessee requires additional power (over and above 60 KVA for the Leased premises) the Lessor would facilitate the process with the local power authority and other necessary permissions and all related costs for the same will be borne by the Lessee.

9. TELECOMMUNICATIONS, V-Sat AND EQUIPMENT

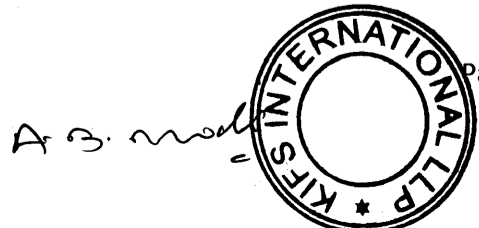
Subject to the conditions laid down in the rules and bye-laws of the Society, the Lessor will co-operate with the Lessee who shall bear the all expenses, charges, fees etc. in relation to obtaining voice telephone connections, V-Sat Antenna, ISDN lines and International Private Leased Circuit during the Term of this Deed. The Lessor will provide right of access to the Building without any hindrance, to any third party appointed by the Lessee for the purpose of providing telecom services to the Lessee as per the rules & regulation of the society association.

The Lessor agree to render all necessary assistance (including signing all necessary applications, no-objections, etc.) as may be required by the Lessee for obtaining one or more new telephone connections in the Demised Premises. All expenses related to the telephone connections will be borne by Lessee alone.

The Lessee shall be entitled to use the terrace for placing satellites, other communication infrastructure or equipment necessary for the conduct of Lessee's business, which is subject to availability of space and technical feasibility as per building norms. Lessee will share the specifications of the same with the Lessor In case EY avails the usage of terrace to install equipment, the norms of the building society applicable to other occupants will be applicable to EY . If there is any charge for the same, it will be borne & paid by Lessee alone.

10. SIGNAGE

The Lessee may put up at its cost its signage at, *inter-alia*, places identified by the Lessor, but not limited to the following locations,



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subject to the Lessee procuring necessary approval of concerned authorities:

- (a) At the entrance of the Building in the occupant directory board.
- (b) At the entrances lobby of the Building as per the rules & regulation of the society association.
- (c) On the floor occupied by the Lessee as per the rules & regulation of the society association,

The Lessor shall co-operate with the Lessee in applying for and procure all municipal or other approvals necessary in respect of putting up signage by the Lessee. The Lessee agrees to bear and pay all costs incurred by the Lessor in procuring such approvals.

11. SUB-LEASE

The Lessee shall have right to sub-lease, sub license or grant leave and license to use, or otherwise permit use of the entire or a portion of the schedule premise to its parent, subsidiaries, affiliates as defined in Annexure-A (Affiliated Entity means and includes all entities, present and future, in India, their successors and assigns who are members firms/companies/entities of Ernst & Young Global Limited) as per the Annexure-A attached herewith, by giving written intimation to the Lessor. The Annexure-A would get amended from time to time as and when the members firms get added / eliminated to Ernst & Young Global Limited in its natural course of business.



12. ANTI-CORRUPTION, ANTI-BRIBERY AND ANTI MONEY-LAUNDERING:-

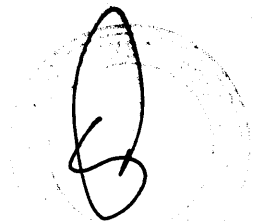
Both Parties understand and undertake that they shall fully comply with, and will procure that all employees, agents and its sub-contractors fully comply with all applicable anti-corruption, anti-bribery and anti-money laundering laws including without limitation the Indian Prevention of Corruption Act,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

13. INDEPENDENCE

The Lessor represents, warrants and undertakes, as of the date of this Deed, that:

- a) The rent and services are priced at market rates;
- b) This Deed does not contain terms and conditions that are, in the aggregate, more favourable than those being offered by the Lessor to other buyers with similar levels of spending;
- c) Entering into this type of contract is in the ordinary course of the Lessor's business with customers such as Lessee;

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- d) While Lessor is providing services to the Lessee, neither Lessor nor any of its directors, officers or direct or indirect substantial equity owners and none of the individuals with significant responsibility for providing services to the Lessee shall be a partner, executive officer, member of the Board of Directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of the Lessee Network Member. For purposes of this Deed, a person or entity shall be deemed a "substantial equity owner" of an entity if he or it (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds a 5% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is publicly-traded; (iii) holds a 20% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is privately-held; or (iv) is a general partner in an entity described in item (i), (ii) or (iii),
- e) The party executing this Deed on behalf of the Lessor has the legal right and full power and authority to enter into and perform this Deed, which when executed shall constitute a valid and binding obligation of the Lessor, and
- f) The particulars stated by the Lessor in the Non-Employee Declaration and Fit & Proper Questionnaire are true and complete.



The Lessor agrees to advise Lessee immediately of any change in fact that could render any of the Lessor's representations, warranties and undertakings, false or invalid in any respect during the term of the Deed. In the event that any of the Lessor's representations, warranties and undertakings ceases to be accurate, Lessee may terminate this Deed with immediate effect.

14. USE OF THE DEMISED PREMISES

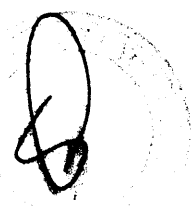
The Lessor agrees and confirms that the Demised Premises shall be used by the Lessee for carrying on its business and office purposes and other allied activities for commercial purposes and allied IT / ITES activities and for no other purpose. The Lessee shall not use the Leased Premises which shall cause nuisance or annoyance to others, to the extent one has reasonable grounds for calling it an act of nuisance or annoyance, and also not use it for any purpose opposed to law.

15. TERMINATION

The initial period of **3 (Three) years/36 (Thirty-Six) months** from the Rent Commencement Date shall be the Lock-In Period. After the expiry of the Lock-In Period, the Lessee may terminate this Lease Deed by giving to the Lessor **3 (Three) months'** advance written notice. Provided that a notice of minimum **3 (Three) months'** may be given **after the 33rd month from the Rent Commencement Date** such that the termination is effective on or after the expiry of the Lock In Period.

Lessee may immediately terminate the Lease Deed, at any time upon written notice to Lessor, if Lessee reasonably determines that Lessee

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can no longer take services in accordance with applicable law or professional obligations. In case such termination occurs within the Lock In Period, the Lessee shall pay to the Lessor after paying balance rent for the unexpired term of the Lock-In-Period of this Deed.

After the expiry of the Lock In period, the Lessee may terminate the Lease Deed with **3 (Three) months'** advance written notice.

Notwithstanding anything contained in the Lease Deed, the Lessee shall be entitled to terminate the Lease Deed at any time (including during the Lock-In Period) in the event of a material breach of the terms of the Lease Deed by the Lessor where such material breach is not remedied within **30 (Thirty) days** of the Lessee giving the Lessor written notice with regard to such material breach.

The Lessor shall be entitled to terminate the Lease Deed any time during the Lease Term in the event of a material breach of the terms of the Lease Deed by the Lessee where such material breach is not remedied within **30 (Thirty) days** of the Lessor giving the Lessee written notice with regard to such material breach.

Both parties may agree to provide cure period of further **30 (Thirty)** days to the defaulting party to cure the defaulted provision under the Lease Deed.

On expiry of the Lease Term or earlier termination, the Lessee will have to remove all improvements/fit outs/ any equipment installed by Lessee and will be liable to reinstate (including de-bonding, if applicable) the Demised Premises and Lessor assets to its original condition at the time of handover or vacation of the Demised Premises, subject to reasonable wear and tear. The Lessee shall make good the damage, if any, caused to the Building or assets/equipment of the Lessor. It is agreed that in the event the Lessee leaves all the interior fit-outs, excluding IT equipment, easily removable furniture / fixtures and movable equipment in the Demised Premises, without causing major damages to the fit-out on an 'as-is-where-is' condition, then the Lessee shall not be liable to reinstate the Demised Premises to its original condition.

16. The Lessee has simultaneously signed the lease for 9,891 Sq.ft. premises situated on the 21st floor, Wing B of the "PRIVILON" with Zaveri Realty LLP. It is agreed between the Parties that this Lease Deed and the lease deed for the 21st floor shall be co-existent and co-terminus with one month advance notice except in case of exigencies beyond the control of the Lessee.

17. OTHER GENERAL CLAUSES :

(a) **INDEPENDENT CONTRACTORS**

The arrangement between the Parties is purely as Lessor and Lessee on a principal-to-principal basis and the Parties have entered into this Lease Deed as independent contractors and not as co-venture partners or agents of one another. Nothing contained herein shall constitute a partnership, joint venture or agency between the Parties. Nothing contained herein shall constitute or be deemed to constitute an authority to either Party to make any contract or agreement or to give any

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warranty or undertaking or representation on behalf of the other or to create any obligation expressed or implicit on behalf of the other.

(b)

NOTICES:

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) to the address specified below, or transmitted to the E-mail address specified below (provided that in case of transmission by E-mail, the hard copy shall be followed by dispatch by hand-delivery and/ or RPAD). Either party may change its address or E-mail id for the purposes of this clause, by written notice to the other.

Lessor

Address : As above
Attention : Amit B. Modi
Email : info@zaverirealty.com

Lessee

Address : As above
Attention : Mr. Mukesh Talreja
Email : *****

(c)

ARBITRATION :

Any and all disputes or differences that may arise under or in respect of or in any manner relating to this Deed of Lease shall be submitted to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration proceedings shall be held in Ahmedabad and shall be conducted in the English language. The award shall be final and binding upon the parties. The cost of the Arbitration shall be borne equally by all the Parties.

(d)

JURISDICTION:

The civil courts at Ahmedabad shall have exclusive jurisdiction in respect of any disputes arising out of this transaction including any applications required to be filed before the Courts under the provisions of the Arbitration and Conciliation Act, 1996 as amended.

(e)

FURTHER ASSURANCES:

The parties shall deliver such documents, do such acts and deeds and execute all such other documents as are customary or as may be necessary or as may be otherwise required effectively carry out the full intent and meaning of this Lease Deed and/or to complete the transactions contemplated hereunder for the due performance of this Lease Deed.

(f)

COUNTERPARTS :

This Deed of Lease is signed in two counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument. After the execution and registration of this Lease Deed, the original shall be retained by the Lessor and the Second copy shall be retained by the Lessee.



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(g) **WAIVER :**
 No waiver of any breach of any provision of this Deed shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

(h) **SEVERABILITY :**
 If any provision of this Deed of lease is invalid, unenforceable or prohibited by law, this Lease Deed shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto, and the remainder of this Deed shall be valid, binding and of like effect as though provision was not included herein.

(i) **BINDING CONTRACT AND ENTIRE AGREEMENT:**
 The terms, condition and covenants of this Lease Deed shall be binding upon the Parties and shall endure to the benefit of each of the Parties, their successors or assignees subject to the provisions of this Deed.

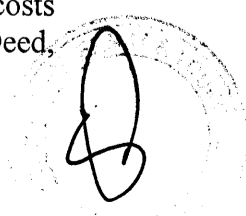
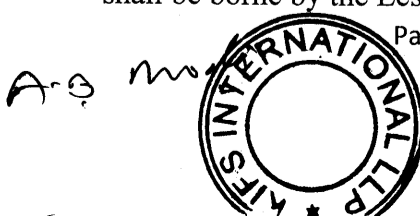
This Lease Deed constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligation between the Parties regarding the subject matter hereof.

(j) **AMENDMENT:**
 This Deed of Lease may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Lease Deed shall be effective unless set forth in writing by each of the Parties to this Deed of lease.

(k) **TIME :**
 Any date or period as set out in any article/clause of this Deed of lease may be extended with the written consent of the Parties failing which time shall be of essence.

(l) **INDEPENDENT RIGHTS:**
 Each of the rights of the Parties hereto under this Lease Deed are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Lease Deed or otherwise.

(m) **COSTS AND STAMPDUTY:**
 Save as expressly otherwise provided in this Lease Deed, each of the Parties hereto shall bear its own legal, accountancy and other costs, charges and expenses connect with the negotiation, preparation and implementation of this Lease Deed. The costs in respect of stamp duty and registration of this Lease Deed, shall be borne by the Lessor and Lessee equally.



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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

THE SCHEDULE -I ABOVE REFERRED TO
(Description of the property)

Premises ,bearing **Office No.22**, having super built up area of about **9,891 Sq. Ft.** on the **22nd Floor** in **Block-B**, in the Building known as "**PRIVILON**" situated on land or ground, hereditaments and premises situated at Jodhpur (sim), Taluka Vejalpur, in the Registration District Ahmedabad and Sub District Ahmedabad - 4 (Paldi), bearing Final Plot No. 72, Sub Plot No. 1, of Town Planning Scheme No. 51 (Bodakdev-Makarba - Vejalpur), admeasuring about 10,870 Sq.mts., old Revenue survey Nos. 389 + 390/3 (Old Vejalpur (sim), Survey Nos. 1063 and 1064 respectively).

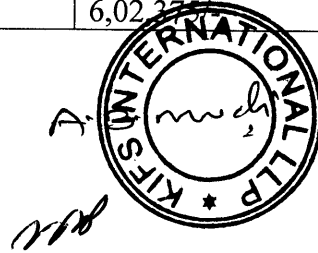


SCHEDULE -II ABOVE REFERRED TO

Particulars of the monthly rent payable to the Lessor for the period from 01/06/2019 to 31/05/2028.

PERIOD	Amount in Rs.
01/06/2019 to 31/05/2020	4,40,150/-
01/06/2020 to 31/05/2021	4,57,756/-
01/06/2021 to 31/05/2022	4,76,066/-
01/06/2022 to 31/05/2023	4,95,109/-
01/06/2023 to 31/05/2024	5,14,913/-
01/06/2024 to 31/05/2025	5,35,510/-
01/06/2025 to 31/05/2026	5,56,930/-
01/06/2026 to 31/05/2027	5,79,207/-
01/06/2027 to 31/05/2028	6,02,277/-

SIGNED, SEALED & DELIVERED BY)
KIFS INTERNATIONAL)
Through its authorized signatory)
Mr. Amit B. Modi)
In the Presence of)



SIGNED, SEALED & DELIVERED BY)
Ernst and Young Services Pvt. Ltd.)
Through it's Authorized Person)
Mr. Santosh Aggarwal)
In the Presence of)

Santosh Aggarwal
Jigyas Modi

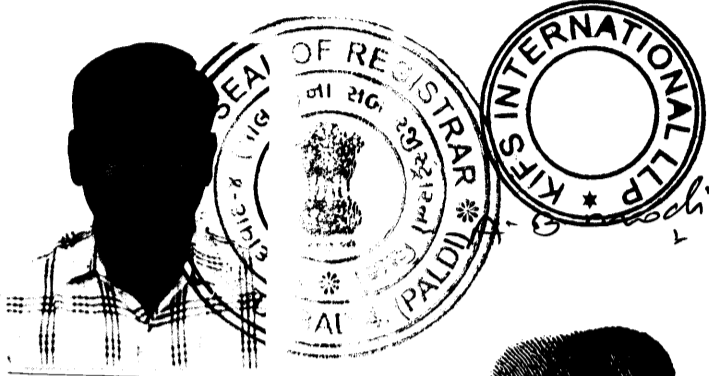
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SCHEDULE AS PER SECTION 32 (A) OF THE REGISTRATION ACT

SIGN, SEALED & DELIVERED BY LESSEE:



KIFS INTERNATIONAL LLP
Through its partner-
Mr. Amit B. Modi



SIGNED, SEALED & DELIVERED BY LESSOR:



ERNST AND YOUNG SERVICES PRIVATE LIMITED
Through its Director
Mr. Santosh Aggarwal

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ANNEXURE - A
LIST OF GROUP COMPANIES OF THE LESSEE

MEMBER FIRMS

1. Ernst & Young LLP
2. Ernst & Young Associates LLP
3. S. R. Batliboi & Co. LLP
4. S. R. Batliboi & Associates LLP
5. S R B C & Co LLP
6. S.V. Ghatalia & Associates LLP
7. S R B C & Associates LLP
8. Ernst & Young Services Pvt. Ltd.
9. Ernst & Young India Pvt. Ltd.
10. Intellectual Property Advisory Services Private Ltd.
11. PDS Legal
12. EY Foundation
13. EY Restructuring LLP
14. EY Actuarial Services LLP
15. A Qasem & Co
16. SRBA & Co LLP
17. SRBA & Associates LLP



CONTROLLED FIRMS

18. Aventus Talent Acquisition Solutions Private Limited- It is a wholly owned subsidiary of EYLLP and EYLLP is a member firm of EY Global.
19. Ernst & Young Advisory Services Bangladesh Limited - It is a wholly owned subsidiary of EYIPL and EYIPL is a member firm of EY Global.
20. Ernst & Young Merchant Banking Services LLP- it is a Controlled Firm, controlled by Ernst & Young LLP.
21. Perfect Office Management Services Private Limited

