
DATED THIS DAY OF _____, 2020

RAYCON INFRASTRUCTURE PRIVATE LIMITED

AND

LT SAGAR COASTAL TRANSPORT PVT. LTD.

MAINTENANCE AGREEMENT



महाराष्ट्र MAHARASHTRA

2020

BB 826480

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.दि.क्र. ८०००००६
22 DEC 2020
सक्षम अधिकारी

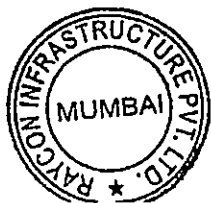
MAINTENANCE AGREEMENT

THIS STAMP PAPER IS A PART OF MAINTENANCE
AGREEMENT DATED 31st DECEMBER, 2020 EXECUTED
BETWEEN

RAYCON INFRASTRUCTURE PVT. LTD.

AND

TRANSPORT
LT SAGAR COASTAL ~~TRANSPORT~~ PVT LTD.



S Kojari



M. Malhotra

RAYCON INFRASTRUCTURE PVT. LTD.
 SUBHASH NAGAR ROAD,
 NEXT TO CLASSIC MARBLE,
 BHANDUP (W),
 Mumbai - 400 078.

जोड़पत्र - २ Annexure

मुद्रांक विनिःशुल्क नोंदणी अनु. क्रमांक/दिनांक	
दस्तावा प्रकार	AY
दस्ता नोंदणी करणार आहेत का ?	
मिळकतीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव व सही	
हस्ते असाव्यास त्यांचे नाव व पत्ता	D Shinde
दुसऱ्या पक्षीगाराचे नाव	Sagar Coastal Transport
मुद्रांक शुल्क रक्कम	500/-
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक : ८०००००८	
मुद्रांक विक्रीचे ठिकाण/पत्ता : ३/२७२, नेशनल डिस्ट्रिक्ट रॉड, दादर, मुंबई - ४०० ०१८.	23 DEC 2020
ज्या कारणासाठी ज्यांनी मुद्रांक उरिदी केला त्यांचे नाव व पत्ता नोंद घ्यावा	
मुद्रांक उरिदी केल्याबाबतची मतिव्याता तयार करावी व मुद्रांक उरिदी करावी.	

23 DEC 2020

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Car Parking

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MAINTENANCE AGREEMENT

THIS AGREEMENT made at Mumbai on this 31st day of December in the Christian Year Two Thousand and Twenty

BETWEEN

RAYCON INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at B-804/1, Fairdeal House, Swastik Cross Road, C. G. Road, Ahmedabad Gujarat 380009 and presenting from the Office at Subhash Nagar Road, Next to Classic Marble, Bhandup (W), Mumbai - 400 078, hereinafter called "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the One Part;

AND

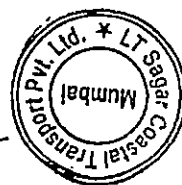
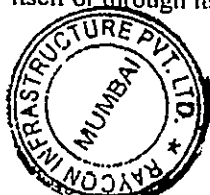
LT SAGAR COASTAL TRANSPORT PVT. LTD., Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at A-418, Aurus Chambers, S. S. Amrutwar Lane, Near Mahindra Tower, Worli, Mumbai - 400013 hereinafter referred to as "Allotee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the Other Part.

WHEREAS:

- I. By an Agreement for Sale of even date ("said Agreement for Sale"), the Allotee/s has purchased and the Promoter has sold the office premises Unit bearing No. 42 (IT office no. 2) on 4th floor, admeasuring 17633 square feet carpet area or thereabouts ("the said Unit") in the said Building known as "Raycon Industrial Park / Raycon IT Park / Der Deutsche Parkz" ("said Building") more particularly described in the First Schedule thereunder written, for the consideration and on the terms and conditions stated therein. Capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the said Agreement for Sale.
- II. The Allotee/s have requested the Promoter to operate and maintain the common areas and facilities of the Real Estate Project and the said Building.
- III. The parties are desirous of recording the terms and conditions as hereinafter appearing.

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

- I. The Promoter hereby agrees to operate and maintain, regularly the common areas, facilities and amenities pertaining to the Real Estate Project and the said Building by providing services as listed in Annexure "A" hereto for a period of 10 (ten) years from the date hereof either through itself or through its nominee / third party.



2. The Promoter has agreed to maintain and service the common areas, facilities and the amenities of the Real Estate Project / said Building as per the terms of the said Agreement for Sale for a period of 10 (ten) years from the date of execution hereof subject to the terms and conditions mentioned herein.
3. It is hereby agreed between the parties hereto that:
 - a. for the first 5 (five) years period commencing from the date of execution of the said Agreement for Sale, the Promoter shall bear and pay the entire Maintenance Charges (defined hereafter) in respect of the said Unit. For the purpose of this Agreement, the term "Maintenance Charges" shall mean the charges / fees / expenses incurred / to be incurred with respect to the maintenance and servicing of the common areas, facilities and the amenities of the Real Estate Project / said Building as listed in Annexure "A" hereto. In other words, the Allottee/s shall not have to pay Maintenance Charges to the Promoter or its nominee / third party for the aforesaid period of 5 (five) years under any circumstances and the Promoter alone shall be liable towards the same without any recourse to the Allottee/s; and
 - b. after the expiry of the aforesaid initial period of 5 (five) years, for the period of 5 (five) years thereafter, the Maintenance Charges in respect of the said Unit up to an extent of Rs. 1,32,247.50/- (Rupees One Lakh Thirty Two Thousand Two Hundred Forty Seven and Fifty Paise Only) per month shall be borne and paid by the Promoter and in the event the Maintenance Charges in respect of the said Unit exceeds the aforesaid amount, then any excess amount shall be borne and paid by the Allottee/s.
4. It is agreed and clarified between the parties hereto that if the Condominium / Society is formed by the Promoter at any time within 10 (ten) years from the date of execution hereof, as per the terms of the said Agreement for Sale, the Promoter shall deposit a lumpsum amount of Maintenance Charges at the rate of Rs. 1,32,247.50/- (Rupees One Lakh Thirty Two Thousand Two Hundred Forty Seven and Fifty Paise Only) per month for the balance tenure of aforesaid 10 (ten) years with the Condominium / Society within a period of 30 (thirty) days from the date of formation of the Condominium / Society and thereupon the Promoter shall stand discharged of all its obligations under this Agreement. Further, it is agreed by the parties hereto that after expiry of the period of 10 (ten) years from the date of this Agreement, the Maintenance Charges in respect of the said Unit shall be borne and paid by the Allottee/s alone at such rate as may be decided by the Promoter / Condominium / Society.
5. This Agreement shall not be terminated by either party hereto for any reason whatsoever and in any event whatsoever. The Allottee/s shall not be entitled to demand refund of the Maintenance Charges, for any reason whatsoever and the same shall be non-refundable provided that the Promoter is not in breach of Clause 3 and 4 hereinabove. It is however clarified and agreed between the parties hereto that in case of sale and transfer of the said Unit by the Allottee/s in the future to a prospective purchaser, the payments made by the Allottee/s under this Agreement shall stand automatically transferred to the account of such prospective purchaser and this Agreement shall continue to remain valid and subsisting for the remainder of its term.
6. Any taxes and/or levies including GST payable in respect of these presents or the Maintenance Charges in respect of the said Unit, shall be borne and paid by the Promoter and/or the Allottee/s as the case may be to the extent of their respective liabilities as set out in Clause 3 above.
7. All out of pocket expenses including Stamp Duty and Registration Charges that may be payable on this Agreement shall be borne and paid by the Allottee/s alone. This Agreement shall be binding upon the parties, their successors in title and assigns.



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

SIGNED SEALED AND DELIVERED by)
the within named "the Promoter")
RAYCON INFRASTRUCTURE)
PRIVATE LIMITED)
through its Director)
Mr./ Ms. Sharmistha Kajarfia)
pursuant to the Resolution of its)
Board of Directors passed in that)
behalf in the meeting held on)
29th December 2020)
in the presence of.....)

For Raycon Infrastructure Pvt. Ltd.

S. Kajarfia
Authorised Signatory / Director.

Pranand B. Telgate.

Pranand

SIGNED SEALED AND DELIVERED by)
the within named Allottee/s)
MS PORT TERMINAL)
PVT. LTD.)
Through its Director)
Mr. / Mrs. Vanitha Malhotra)
pursuant to the Resolution of its)
Board of Directors passed in that)
behalf in the meeting held on)
21st December 2020)
in the presence of.....)

FOR MS PORT TERMINAL PVT. LTD.
Malhotra
DIRECTOR

Dhiraj Khandelwal

[Signature]

FIRST SCHEDULE HEREINABOVE REFERRED TO

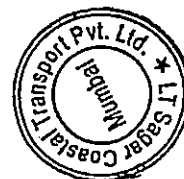
Unit No. 42 (IT office no. 2) admeasuring 17633 sq. ft. carpet area or thereabouts on the 4th floor of the building known as "Raycon Industrial Park / Raycon IT Park / Der Deutsche Parkz" located at Next to Nahur Railway Station, Subhash Nagar Road, Bhandup (West), Mumbai 400078.

ANNEXURE A
(Services with respect to the common areas and amenities of the said Building)

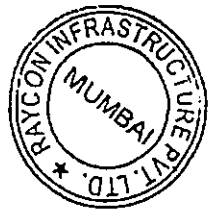
1. Appointing Security Agency
2. AMC and maintenance of Elevators, Fire Safety System
3. Power and Power back up
4. House Keeping
5. Façade Cleaning and Maintenance
6. Maintenance of Water Tanks, Fire Tanks and STP
7. Maintenance of Parking Areas
8. Maintenance of Pump Room
9. AMC and Maintenance of HVAC System
10. AMC and Maintenance of MEP System
11. Maintenance of Landscapes.
12. Charges for Water, Electricity and Utilities in respect of the common areas and amenities
13. Maintenance of Compound
14. General Repairs and Maintenance



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AGREEMENT FOR PARKING SPACE

This AGREEMENT FOR PARKING SPACE made at Mumbai this 31st day of December, 2020



BETWEEN

RAYCON INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at B-804/1, Fairdeal House, Swastik Cross Road, C. G. Road, Ahmedabad Gujarat 380 009 and presenting from the Office at Subhash Nagar Road, Next to Classic Marble, Bhandup (West), Mumbai - 400 078, hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the One Part

AND

LT SAGAR COASTAL TRANSPORT PVT. LTD., Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at A-418, Aurus Chambers, S. S. Amrutwar Lane, Near Mahindra Tower, Worli, Mumbai - 400013 hereinafter referred to as "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the Other Part.

Each party shall be individually referred to as "the Party" and collectively as "the Parties".

WHEREAS:

1. By an Agreement for Sale of even date ("said Agreement for Sale") the Promoter has sold to the Allottee and the Allottee/s have purchased the Unit bearing no. 42 (IT Office



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No. 2) on the 4th floor admeasuring 17633 sq. ft. carpet area or thereabouts in the Building known as 'Raycon Industrial Park / Raycon IT Park / Der Deutsche Parkz', Subhash Nagar Road, Next to Classic Marble, Bhandup (West), Mumbai 400 078 ("said Unit"), for the consideration and on the terms and conditions stated therein. Capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the said Agreement for Sale.

2. Pursuant to the said Agreement for Sale referred hereinabove, it is agreed by and between the Promoter and the Allottee/s that the Allottee/s shall have the right to exclusive use and occupation of the Car Parking Spaces (which may be stack / mechanized) for parking 24 (twenty four) cars in the said Building ("said Car Parking Spaces"). Presently, the said Car Parking Spaces are situated in the Lower Basement as delineated in Green colour on the plan annexed hereto and marked as Annexure "A". The Allottee/s are aware that the location of the said Car Parking Spaces are not permanent at the moment and the location thereof may undergo change/s subsequently i.e. once the stack / mechanized parking system has been installed by the Promoter and is fully operational for use in the future. Whereafter, the Promoter shall allocate and assign permanent car parking spaces to the Allottee/s, the details whereof shall be recorded in writing between the Parties at that point in time. It is however clarified and agreed between the parties hereto that in no event shall the Promoter reduce the number of the said Parking Spaces i.e. 24 (twenty four) allocated to the Allottee/s for any reason whatsoever. The Allottee/s agrees and confirms that it shall not raise any objection to the designations / selections of parking done / to be done by the Promoter for itself and for other purchasers in the Real Estate Project.



3. The right to use the said Car Parking Spaces, if any, shall be for himself / herself / his visitors / guests^{Licensee}. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the car parks by the Promoter and/or the condominium / society / association comprising of the members of the Real Estate Project.

Handwritten signature or initials.



4. The Promoter hereby declares and confirms that no separate consideration and/or charges are required to be paid by the Allottee/s towards the exclusive use and occupation of the said Car Parking Spaces. The Allottee/s shall use and occupy said Car Parking Spaces only for purpose of parking vehicles. The Promoter hereby confirms that it has exclusively allocated the said Car Parking Spaces to the Allottee/s along with the said Unit.

5. The aforesaid exclusive use of the said Car Parking Spaces shall at all times be appurtenant to the said Unit and cannot be transferred / retained separately. The use and



occupation of the said Car Parking Spaces shall stand transferred as and when the said Unit is transferred to a prospective purchaser.

6. The mutual covenants and terms of the said Agreement for Sale referred hereinabove will be applicable to this Agreement to the extent relevant and performed on the part of the parties hereto, respectively as mentioned herein. The right given under this Agreement is attached to the said Agreement for Sale. This Agreement shall be binding upon the parties, their successors in title and assigns.

IN WITNESS WHEREOF the Parties herein have hereunto set and subscribed their respective hands and seal to this writing on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by within named "the Promoter")
RAYCON INFRASTRUCTURE)
PRIVATE LIMITED)
through its Director)
Mr./Ms. Sharmistha Kajaria)
pursuant to the Resolution passed)
by its Board of Directors in the)
meeting held on 29th December 2020)
in the presence of.....)
Pyemanand B. Telgote.)

For Raycon Infrastructure Pvt. Ltd.
S. Kajaria
Authorised Signatory / Director.

Panand.

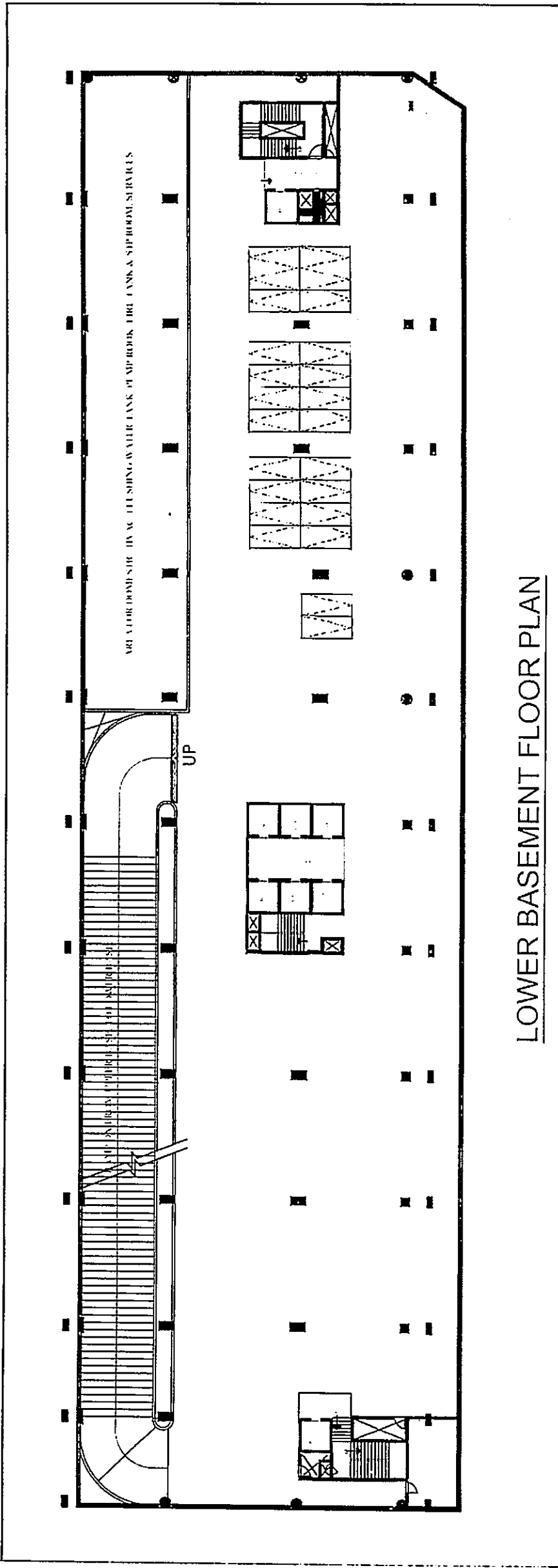
SIGNED SEALED AND DELIVERED by)
the within named "the Allottee")
LT SAGAR COASTAL TRANSPORT)
PVT. LTD.)
by the hands of its Director)
Mr./ Mrs. Vanitha Malhotra)
pursuant to the Resolution passed)
by its Board of Directors in the)
meeting held on ~~29th~~^{21st} December 2020)
in the presence of.....)

FOR MS PORT TERMINAL PVT. LTD.
Malhotra
DIRECTOR

Dhiraj Khandelwal

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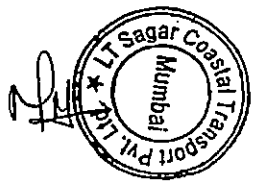




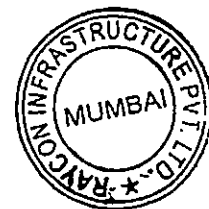
LOWER BASEMENT FLOOR PLAN



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AGREED DRAFT

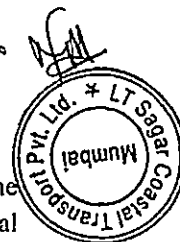


DEED OF ADHERENCE

THIS DEED OF ADHERENCE made at Mumbai this 31st day of December 2020;

BETWEEN

RAYCON INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at B-804/1, Fairdeal House, Swastik Cross Road, C. G. Road, Ahmedabad, Gujarat – 380 009 and presenting from the Office at Subhash Nagar Road, Next to Classic Marble, Bhandup (W), Mumbai – 400 078, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title) of the First Part;



AND

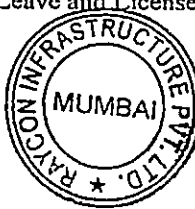
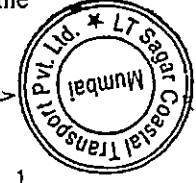
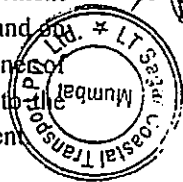
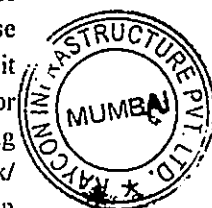
LT SAGAR COASTAL TRANSPORT PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having their address at A-418, Aurus Chambers, S.S. Amrutwar Lane, Near Mahindra Tower, Worli, Mumbai – 400 013, hereinafter referred to as "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the Second Part;

AND

GTS E-SERVICES PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having their address at 103-A, Kensington, Hiranandani Business Park, Powai, Mumbai – 400 076, hereinafter referred to as "Licensee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title) of the Third Part.

WHEREAS:

- A. By a Leave and License Agreement dated of 30th September 2019 executed between the Promoter, therein referred to as the Licensor of the One Part and the Licensee, therein referred to as the Licensee of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai bearing Serial No. KRL-4-1243 of 2019 ("Leave and License Agreement"), the Promoter has granted a license to use and occupy office premises Unit No. 42 (IT Office No. 2) on the 4th floor, admeasuring 17633 square feet carpet area or thereabouts ("said Unit") together with 24 (twenty four) stack / mechanized car parking spaces ("said Car Parking Spaces") in the building known as "Raycon Industrial Park/ Raycon IT Park / Der Deutsche Parkz" ("said Building") more particularly described in the Schedule thereunder written on the terms and conditions contained therein.
- B. By an Agreement for Sale dated ^{31st December, 2020} [.....] ("Agreement for Sale"), the Allottee/s has purchased and the Promoter has sold the said Unit and by a Car Parking Agreement dated ^{31st Dec-2020} given right to use the said Car Parking Spaces for the consideration and on the terms and conditions contained therein and as such the Allottee/s is now the owner of the said Unit and the possession thereof has been handed over by the Promoter to the Allottee/s subject to the rights of the Licensee under the Leave and License Agreement.
- C. The parties hereto are desirous of executing this Deed of Adherence to confirm the understanding of the Leave and License Agreement.



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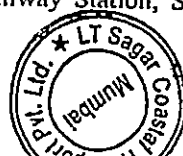
THIS DEED WITNESSES AS FOLLOWS:

1. The recitals hereof shall form an integral part of this Deed as if the same is reproduced herein verbatim. Capitalised terms used but not defined in this Deed will have the respective meanings given to them in the Leave and License Agreement.
2. The parties hereto agree that on and from the execution hereof, the Allottee/s shall be entitled to exercise all rights under the Leave and License Agreement which were exercisable by the Promoter as if the Allottee/s was a party to the Leave and License Agreement as the licensor therein.
3. Pursuant to the execution of the Agreement for Sale, the Promoter shall automatically cease to be a Licensor under the Leave and License Agreement and shall have no interest, right, claim, demand, etc. of any nature whatsoever under the Leave and License Agreement and similarly, the Licensee hereby confirms that the Licensee has no claim, rights, demand etc of any nature whatsoever against the Promoter under the Leave and License Agreement.
4. The Licensee hereby irrevocably and unconditionally accepts and confirms the transfer of ownership rights of the said Unit in favour of the Allottee/s under the Agreement for Sale and the Licensee hereby attorns the Allottee/s as its Licensor. The Licensee hereby agrees, declares and undertakes with the Allottee/s to observe, discharge and comply with all the duties, obligations and undertakings under the Leave and License Agreement.
5. On or before the execution hereof, the Promoter has transferred the Security Deposit being a sum of Rs. 1,36,95,066/- (Rupees One Crore Thirty Six Lakh Ninety Five Thousand Sixty Six Only) paid by the Licensee under the Leave and License Agreement to the Allottee/s vide Demand Draft / NEFT / RTGS bearing Ref. No. [•] dated [•] drawn on [•] Bank, [•] Branch (the payment and receipt whereof the Allottee/s hereby admit and acknowledge).
6. On and from the execution hereof, the Licensee shall be liable to pay the License Fee and all other amounts due and payable under the Leave and License Agreement to the Allottee/s directly and the Promoter shall not have any demand or claim towards the same for any reason whatsoever and the Promoter shall not be required to perform any roles, duties and obligations as licensor under the said Leave and License Agreement.
7. It is hereby agreed between the parties hereto that the Leave and License Agreement shall always be read in conjunction with this Deed and all other terms and conditions of the Leave and License Agreement shall remain in force and effective and shall apply mutatis mutandis to this Deed.
8. The parties hereto do hereby covenant with each other that they will do and/or execute and cause such further acts, deeds, matters and things as may be required for purpose of affecting the intent recorded herein.
9. The stamp duty and registration fee on this Deed will be borne by the Allottee/s solely. The original registered copy of this Deed shall be retained by the Allottee/s. The Allottee/s shall provide a certified true copy of this Deed to the Licensee.

SCHEDULE HEREINABOVE REFERRED TO

Unit No. 42 (IT Office No. 2) admeasuring 17633 sq. ft. (carpet area) and 29643 sq. ft. (chargeable area) or thereabouts on the 4th floor of the building known as "Raycon Industrial Park / Raycon IT Park / Der Deutsche Parkz" located at Next to Nahur Railway Station, Subhash Nagar Road, Bhandup (West), Mumbai 400078.

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

SIGNED SEALED AND DELIVERED by)
the within named "Promoter")
RAYCON INFRASTRUCTURE)
PRIVATE LIMITED)
through its Director)
Mr. _____)
pursuant to the Resolution of its)
Board of Directors passed in that)
behalf in the meeting held on)
_____ in the presence of.....)

For Raycon Infrastructure Pvt. Ltd.

S. Kojaria

Authorised Signatory / Director.

Pyemanand B. Telgote)
SIGNED SEALED AND DELIVERED by)
the within named "Allottee/s")
LT SAGAR COASTAL TRANSPORT)
PVT. LTD.)
by the hands of its Authorised Signatory)
Mr. _____)
in the presence of.....)

Panand.

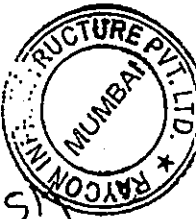
For LT SAGAR Co.

N. Malhotra

Director

SIGNED SEALED AND DELIVERED by)
the within named "Licensee")
GTS E-SERVICES PVT. LTD.)
by the hands of its Authorised Signatory)
Mr. _____)
in the presence of.....)

Dhiraj Khandewal



, December, 2020

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1. **Raycon Infrastructure Private Limited ("said Promoter")**
Subhash Nagar Road, Next to Classic Marble,
Bhandup (W),
Mumbai – 400 078

2. **LT Sagar Coastal Transport Private Limited ("said Allottee")**
A-418, Aurus Chambers,
S. S. Amrutwar Lane,
Near Mahindra Tower,
Worli,
Mumbai – 400013

Dear Sir,

Re: (1) Unit No. 42 (IT Office No. 2) on the 4th Floor of the building known as 'Raycon Industrial Park/ Raycon IT Park / Der Deutsche Parkz' admeasuring 17,633 square feet carpet area ("said Unit")

(2) Leave and License Agreement dated 30th September, 2019 registered with the Sub-Registrar of Assurances bearing Serial No. KRL-4-12433 of 2019 executed between the said Promoter and GTS E-Services Private Limited ("said Licensee") ("said Leave and License Agreement").

(3) Agreement for Sale dated December, 2020 registered with the office of the Sub-Registrar of Assurances bearing No. [] executed by and between the said Promoter and the said Allottee with respect to the sale of the said Unit ("said Agreement for Sale").

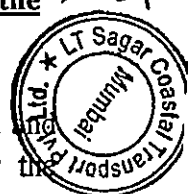
1. By and under the said Agreement for Sale, the said Promoter has sold and transferred and the said Allottee has purchased the said Unit for the consideration as stated thereunder.

2. Upon the execution of the said Agreement for Sale, the said Promoter shall automatically cease to be a licensor under the said Leave and License Agreement and the said Allottee shall be entitled to exercise all rights under the said Leave and License Agreement which were exercisable by the said

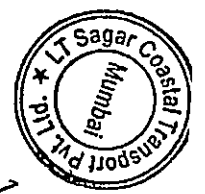
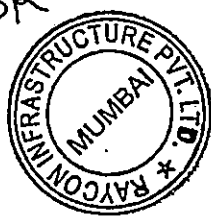


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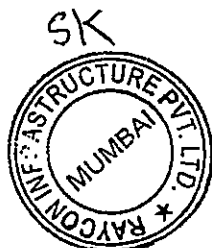
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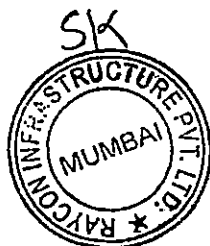
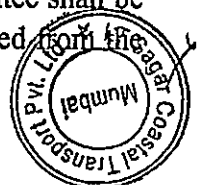
Promoter as if the said Allottee was a party to the said Leave and License Agreement as the licensor therein. The said Promoter and said Allottee have agreed to the format of a Deed of Adherence to be executed between the said Promoter, said Allottee and the said Licensee under the said Leave and License Agreement which is annexed as Annexure – “A” hereto (“said Deed of Adherence”).

3. The draft of the said Deed of Adherence will be forwarded by the said Promoter to the said Licensee for their consideration and comments (if any) within 3 (three) business days from the date of execution of this Letter. The said Allottee and the said Promoter are aware that the said Licensee may have certain comments /changes to the draft of the said Deed of Adherence and the said Allottee and the said Promoter agree to act in a reasonable and timely manner to finalise the same. The stamp duty and registration charges in respect of the said Deed of Adherence shall be borne and paid by the said Allottee.
4. The said Promoter has represented to the said Allottee that in all likelihood, the said Licensee shall pay the license fee for January 2021 as per the said Leave and License Agreement to the said Promoter directly and not to the said Allottee since the said Deed of Adherence is yet to be executed and registered. As such, the said Promoter shall transfer the license fee for January 2021 to the said Allottee within 3 (three) business days from the date of receipt thereof, failing which, without prejudice to the rights and remedies available to the said Allottee under applicable laws and/or hereunder and/or otherwise, the said Promoter shall be liable to pay interest at the rate of 15% per annum to be calculated from the due date up till realisation of the monies by the said Allottee.
5. Simultaneously with the execution of this Letter, the said Promoter has deposited with the said Allottee, an aggregate sum of Rs.72,00,000/- (Rupees Seventy two lacs only) being an amount approximately equivalent to 3 (three) months’ license fee payable by the said Licensee for the months of February, March and April 2021 in terms of the said Leave and License Agreement (“said Deposit”). It is agreed that the said Deposit shall be invested by the said Allottee in a fixed deposit.
6. The said Deposit together with the interest accrued thereupon (“said Interest”) shall be held and released by the said Allottee in the following manner:



- (a) Simultaneously with the execution and registration of the said Deed of Adherence, the said Allottee shall refund the said Deposit together with the said Interest to the said Promoter;
- (b) In the meanwhile i.e. prior to the execution and registration of the said Deed of Adherence, in the event the said Licensee pays the license fee to the said Promoter instead of the said Allottee, in terms of the said Leave and License Agreement, the said Promoter shall remit such amount to the said Allottee simultaneously with the said Allottee releasing and refunding an equivalent amount from the said Deposit to the said Promoter, failing which the said Promoter shall be entitled to treat such amount as the refund of part of the said Deposit as and by way of a set off.
- (c) In the event, the said Licensee directly pays the license fee to the said Allottee then the said Allottee shall within 3 (three) business days therefrom be liable to refund an equivalent amount from the said Deposit to the said Promoter, failing which, without prejudice to the rights and remedies available to the said Promoter under applicable laws and/or hereunder and/or otherwise, the said Allottee shall be liable to pay interest at the rate of 15% per annum to be calculated from the due date up till realisation of the monies by the said Promoter.
- (d) It is clarified that upon the occurrence of events mentioned in para 6 (b) and (c) above, the said Allottee shall be liable to refund only the balance amount of the said Deposit, if any, to the said Promoter upon execution and registration of the said Deed of Adherence in accordance with para 6 (a) above.

7. In the event the said Allottee fails to execute and register the said Deed of Adherence within a period of 60 (sixty) days from the date of execution hereof for any reason whatsoever save and except due to reasons attributable to unreasonable demands or expectations of the said Licensee, then the said Deposit (in full or balance as may be available with the Allottee in terms hereof) and said Interest shall be remitted to the said Promoter within 3 (three) business days from the date of receipt thereof, failing which, without prejudice to the rights and remedies available to the said Promoter under applicable laws and/or hereunder and/or otherwise, the said Allottee shall be liable to pay interest at the rate of 15% per ^{annum} month to be calculated from the due date up till realisation of the monies by the said Promoter.



[Handwritten signature]

We agree and confirm to the above

S. Kajaria

(Raycon Infrastructure Private Limited)



M. Malhotra

(LT Sagar Coastal Transport Private Limited)





, December, 2020

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1. **Raycon Infrastructure Private Limited ("said Promoter")**
Subhash Nagar Road, Next to Classic Marble,
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Re: (1) Unit No. 42 (IT Office No. 2) on the 4th Floor of the building known as 'Raycon Industrial Park / Raycon IT Park / Der Deutsche Parkz' admeasuring 17,633 square feet carpet area ("said Unit")

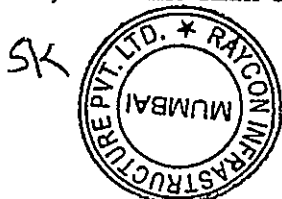


(2) Agreement for Sale dated 31st, December, 2020 registered with the office of the Sub Registrar of Assurances bearing No. executed by and between the said Promoter and the said Allottee with respect to the sale of the said Unit ("said Agreement for Sale").

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1. By and under the said Agreement for Sale, the said Promoter has sold and transferred and the said Allottee has purchased the said Unit for the consideration as stated thereunder.
2. It is agreed that upon the execution of the said Agreement for Sale, the said Allottee shall bear and pay their proportionate share i.e. in proportion to the carpet area of the said Unit, property taxes levied by the MCGM from time to time.
3. The said Promoter has represented that they are in the process of contesting the municipal assessment for the entire project / building and that as on date there is no clarity on what could be the outcome thereof. In such circumstances, the said Promoter has represented and warranted that if any penalty / interest is levied by MCGM due to non-payment or delay in payment of property taxes with respect to the entire project / building and said Unit, the same shall be borne and paid by the said Promoter alone and



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the said Allottee shall not be liable towards the same for any reason whatsoever. The said Promoter shall keep the said Allottee updated on the course of action adopted by the said Promoter and the status thereof from time to time.

4. During such time, the said Allottee shall continue to pay their proportionate share of property taxes directly to the said Promoter as may be determined and mutually agreed between the parties and it shall be the responsibility of the said Promoter to pay such amounts to MCGM in a timely manner. The said Promoter shall issue receipts for such payments made by the said Allottee from time to time without any delay or demur.

We agree and confirm to the aforesaid:

S. Kaji
(Raycon Infrastructure Private Limited)



Prabhakar
(LT Sagar Coastal Transport Private Limited)

