SEEPZ SPECIAL ECONOMIC ZONE
ANDHERI (EAST), MUMBAI.

AGENDA FOR

MEETING OF THE APPROVAL COMMITTEE FOR
SECTOR SPECIFIC SPECIAL ECONOMIC ZONE FOR
IT/ITES AT PUNE OF M/S. EON KHARADI
INFRASTRUCTURE PVT. LTD (PHASE – II).

VENUE : Mahratta chamber of Commerce Industries &
Agriculture, 505, A- Wing, Trade Tower, ICC Complex,
403, Senapati Bapat Road, Pune – 411016.


TIME : 11.30 A.M.

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<th>Agenda Item No.</th>
<th>Subject</th>
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<td>Agenda Item No. 01 :-</td>
<td>Confirmation of the Minutes of the meeting held on 16.10.2018</td>
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<td>Agenda Item No. 02 :-</td>
<td>Application for setting up cafeteria Services Shri. Sai Bajaj Foods, and Shri. Ram Enterprises. In M/s. Eon Kharadi Infrastructure Pvt. Ltd (Phasr-II)</td>
</tr>
<tr>
<td>Agenda Item No. 03 :-</td>
<td>Application for additional list of Services M/s. Isobar Commerce India Pvt. Ltd (Unit -I)</td>
</tr>
<tr>
<td>Agenda Item No. 04 :-</td>
<td>Application for additional list of Services M/s. Isobar Commerce India Pvt. Ltd (Unit -II)</td>
</tr>
<tr>
<td>Agenda Item No. 05 :-</td>
<td>Application for additional list of Services M/s. UBS Business Solutions (India) Pvt. Ltd.</td>
</tr>
</tbody>
</table>

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Minutes of the 10th Meeting of the Approval Committee held under the Chairmanship of Joint Development Commissioner Pune Cluster (Under SEEPZ-SEZ) for sector Specific Special Economic Zone for IT/ITES of M/s. EON Kharadi Infrastructure Pvt. Ltd. (Phase-II) SEZ, Located at Kharadi Knowledge Park, Pune - held on 16.10.2018 at Infosys Technologies Ltd, Hinjewadi, Pune.

1. Name of the SEZ : M/s. EON Kharadi Infrastructure Pvt. Ltd. SEZ (Phase – II)
2. Sector : IT/ITES
3. Meeting No. : 10th

Members Present:

1. Shri. Rajesh Ram Rao
   Dy. Commissioner.
   : Nominee of Customs, Pune.

2. Shri. Swapnil Patil
   Dy. Commissioner.
   : Nominee of Income Tax, Pune.

3. Smt. Ranjana V. Pol
   : Nominee of Joint Director of Industries.

Special Invitees:

4. Shri. B. S. Chauhan,
   Specified Officer,
   M/s. EON Kharadi Infrastructure Pvt. Ltd. (Phase-II) - SEZ.

Agenda Item No. 1 :- Confirmation of Minutes of the meeting held on 27.09.2018.

The Minutes of the 69th Meeting held on 27.09.2018 were confirmed.
Agenda Item No. 2: Approval of addition of location with revised Projection of M/s. Northern Operating Services Pvt Ltd.

After deliberation, the Committee approved proposal of M/s. Northern Operating Services Pvt Ltd. for addition of area of 71,425 Sqft. at 13th Floor, Tower A, EON Kharadi Infrastructure Pvt. Ltd. SEZ (EON Free Zone – II), S. No. 71/2/1, Kharadi, Pune – 411014, with revision of projections. The revised projection for, Export is Rs. 219310.00/- Lakhs, FE outgo is Rs. 23679.75/- Lakhs, NFE is Rs. 195530.25/- Lakhs and Employment is 3500.

Agenda Item No. 3: Application for setting up of a new Unit of M/s. Citco Group Services (India) LLP.

M/s. Citco Group Services (India) LLP has applied for setting up a new unit in the premises of under M/s. Eon Kharadi Infrastructure Pvt. Ltd. (Phase – II).

After deliberation, the committee approved the proposal of M/s. Citco Group Services (India) LLP for setting up a new unit, admmeasuring area 6617.58 sq. mtrs. (Built up area) at 2nd floor, Tower B, EON Free Zone II, EON Kharadi Infrastructure Pvt. Ltd. SEZ, Survey no. 72/2/1, Kharadi, Pune, Maharashtra – 411014, for Information Technology (CPC Code 842), Information Technology Enable Services (CPC Code 862), Back office Services (CPC Code 862), Support Centers (CPC Code 6209). Envisaging FOB value of Export of Rs. 59449.77 lakhs, NFE of Rs. 53386.48 lakhs and employment of 780 employees during the 5 years projection period.

Meeting ended with a vote of thanks to the Chair.

Chairperson – cum –
Joint Development Commissioner
GOVT. OF INIDA,
OFFICE OF THE ZONAL DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ (PUNE CLUSTER),
ANDHERI (EAST), MUMBAI

***************

AGENDA NOTE FOR CONSIDERATION OF THE UNIT APPROVAL COMMITTEE

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a) Proposal:

Application for approval of setting up of Cafeteria Facility by Shri. Sai Balaji Foods and Shree Ram Enterprises.

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Name of Vendor</th>
<th>Area Sq. Mt.</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Shri. Sai Balaji Foods</td>
<td>15.32</td>
<td>Level one, EON Free Zone, Phase -II. M/s. EON Kharadi Infrastructure Pvt. Ltd. – SEZ Located at S. no. 72, Kharadi Pune – 411014.</td>
</tr>
<tr>
<td>2</td>
<td>Shree Ram Enterprises</td>
<td>23.04</td>
<td>Level one, EON Free Zone, Phase -II. M/s. EON Kharadi Infrastructure Pvt. Ltd. – SEZ Located at S. no. 72, Kharadi Pune – 411014.</td>
</tr>
</tbody>
</table>

b) Specific Issue on which decision of UAC is required:

Approval of setting up of Cafeteria facility by Shri. Sai Balaji Foods and Shree Ram Enterprises at level one (EON Free Zone, Phase -II) M/s. EON Kharadi Infrastructure Pvt. Ltd. – SEZ (Developer).

c) Relevant provisions of SEZ Act, 2005 & Rule, 2006/Instruction/Notification:-


d) Other Information:

M/s. EON Kharadi Infrastructure Pvt. Ltd. – SEZ has been granted Formal Approval No. F.1/26/2016-SEZ, dated 22.02.2017 as Developer in Sector Specific Special Economic Zone for Information Technology/Information Technology Enable Service Sector at S. No. 72, Kharadi Knowledge Park Pune – 411014.

The developer has requested for permission for setting up Cafeteria facility by Shri. Sai Balaji Foods. and Shree Ram Enterprises. at Level one, (EON Free Zone Phase – II), M/S Eon Kharadi Infrastructure Pvt. Ltd. located at
S. No. 72/2/1, Kharadi, Pune – 411014 for use of their units and Developers employees.

The developer has enclosed a copy of Letter of Intent with Shri. Sai Balaji Foods and Shree Ram Enterprises.

As per provision to Rule 11(5) of SEZ Rules, “The developer may, with the prior approval of the Approval Committee, grant on lease land on build up space, for creating facilities such as Canteen, Public Telephone Booths, first aid Centres, Creche and such other facilities as maybe required for the exclusive use of the unit”.

e) **ADC Recommendation:**

Proposal is in order as per SEZ Rule 11(5) and is recommended to UAC.

******************************
October 22, 2018

Office of The Development Commissioner
Special Economic Zone – Pune Cluster
Wipro SEZ Phase-II, MIDC
Hinjewadi, Pune – 411057

Subject: Approval for Cafeteria Services in our SEZ
Ref: SEZ Online Application no. 421800267103 dated 19.10.18

Dear Sir,

With reference to above we here by apply for approval of Service Provider related to Cafeteria Services in our SEZ. The Area provided to Shri Sai Balaji Foods is 15.329 sq. mts. approximately on Level One.

Attached please find Confirmation for Space Availability Letter, MOU and Layout showing the location of the vendor.

We hereby seek your approval for the same.

Warm regards,

Mohanish Bhalerao

[Signature]

Office of the joint Development Commissioner Pune SEZ Cluster

24 OCT 2018

[Stamp]
Date: - 15th Sep, 2018

Sub: CONFIRMATION FOR SPACE AVAILABILITY

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>Shree Sai Balaji Foods</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPACE REQUIRED</td>
<td>Admeasuring approximately 15.329 Sq. Mts. (165 Sq. Ft. approx.) on Level One, at EON FREE ZONE II, (Special Economic Zone notified by SO 1036(A) dated March 31, 2017) located at S. No. 72, Kharadi Pune – 411 014.</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>Cafeteria Services</td>
</tr>
<tr>
<td>AVAILABILITY STATUS</td>
<td>Available</td>
</tr>
</tbody>
</table>

With reference to the request from Mis. Shree Sai Balaji Foods for their proposed SEZ II unit at Eon Free Zone, we confirm that we are in a position to provide the following facilities as required under Rule 5A of SEZ rules 2006:

- 24 hours uninterrupted power supply at stable frequency in the Zone.
- Reliable connectivity for uninterrupted and secure data transmission.
- Provision for central air – conditioning system.
- A ready to use, furnished plug and pay facility for end users.
- Adequate water, effluent treatment and other infrastructural support.

The above facility will be provided to the SEZ unit subject to the approval of the Development Commissioner (as per Rule 18(2) of the Special Economic Zones rules 2006)

Yours Sincerely

[Signature]

EON Kharadi Infrastructure Private Limited

Authorized Signatory
SUBJECT TO CONTRACT

31st October, 2018.

To,
EON Kharadi Infrastructure Pvt. Ltd.
Tech Park One, Tower E,
4th Floor, Next to Don Bosco School,
Off Airport Road, Yerwada,
Pune – 411006.

Memorandum of Understanding

Ref.: space at EON Free Zone (Phase 2), bearing unit Egg Counter
admeasuring approximately 165 Sq. Ft. approx. of chargeable carpet
area (chargeable area), on Ground Floor of EON Phase 1 located at Plot
No.1, S.No. 72 MIDC Kharadi Knowledge Park, Pune – 411 014.

Dear Authorized Signatory

Further to the series of site visits and discussions, we are pleased to
set below the terms and conditions as acceptable by us to avail the
premises at your development. These terms shall be incorporated
into a binding definitive Agreement to be entered into between EON
Kharadi Infrastructure Pvt. Ltd. Limited and ourselves as per the
applicable provisions under the Special Economic Zone Act, 2005
("SEZ Act") and the Special Economic Zone Rules, 2006 ("SEZ Rules").

FOR SHREE SAI BALAJI FOODS

Santita
PROPRIETOR

+91 98508 00081
eggeteria@yahoo.co.in
www.eggeteria.com
13, 4th Floor, Geetai Sankul,
Paud Road, 411038.
<table>
<thead>
<tr>
<th></th>
<th><strong>1. Client</strong></th>
<th><strong>2. Developer</strong></th>
<th><strong>3. Premises</strong></th>
<th><strong>4. Type of documentation</strong></th>
<th><strong>5. License Fee Commencement</strong></th>
</tr>
</thead>
</table>
|   | **Shree Sai Balaji Foods**, a Proprietary concern having its registered office at A-2,1105, Sarthi Shilp, Behind Eklavya College, Kothrud, Pune -411038, represented herein by its representative, Ms. Savita Manore. | **EON Kharadi Infrastructure Pvt. Ltd. (Phase 2)**, a company incorporated under the Companies Act, 1956, having its registered office Tech Park One, Tower E, 4th Floor, Next to Don Bosco School, Off Airport Road, Yerwada, Pune- 411006. represented herein by its Authorized Signatory Mr. Ranjit Batra, (unless excluded by or repugnant to the subject or context mean and include its successor or assigns) | **Unit Egg Counter, admeasuring 165 sq.ft., located on Ground Floor at EON FREE ZONE Phase 2, Plot No. 1 S. No. 72,MIDC Kharadi Knowledge Park, Pune 411 014. As per annexure A** | **The date of execution of MOU shall be referred as the License Commencement Date.** | **License Fee Free Period : - One Month**  
**License Fee commencement date:** 2018 |

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**FOR SHREE SAI BALAJI FOODS**  
Savita  
PROPRIETOR
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>6</td>
<td>Term &amp; Lock-in Period</td>
<td>The term shall be for One Year commencing from the License commencement date, as mentioned above. The parties shall have the option to renew the agreement for a further two plus two year term, based on the performance and compliances of the Licensee meeting the standards set by the management of EON Kharadi Infrastructure Pvt. Ltd. and by the prevailing Food Council jointly approved AT EON KHARADI. In such eventuality, the parties shall execute and register a fresh agreement with the appropriate authority. All costs and expenses pertaining to and incidental to such execution and registration of fresh leave and license agreement, including but not limiting to stamp duty, shall be borne by the Licensee alone. The entire first and second renewed term of the agreement will be a firm lock-in period, and the Licensee shall not be entitled to terminate the agreement during such lock in period for any reason whatsoever. In case the Licensee terminates or causes to be terminated the agreement during the lock in period, then the Licensee shall be liable to pay the license fees for the remainder of the lock in period in lump sum as liquidated damages.</td>
</tr>
<tr>
<td>7</td>
<td>License Fee for Premises</td>
<td>Minimum Guaranteed License Fee computed at Rs. 280/- sq. ft. per month of chargeable area of the Premises or 10 percent of the gross revenue whichever is higher.</td>
</tr>
</tbody>
</table>

FOR SHREE SAI BALAJI FOODS

[Signature]

PROPRIETOR
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<thead>
<tr>
<th></th>
<th>Inclusions:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>100% generator back-up. The Minimum Guaranteed License Fee as will be paid in advance on the chargeable area on the 10th of each calendar month for which it is due the rest shall be adjusted in the end of the billing month post receipt of the monthly sales report and the same be adjusted as per the 10% revenue share model.</td>
</tr>
</tbody>
</table>

8 Facility Management

Developer shall maintain and carry out common area maintenance. The charges for the same shall be for the first year from the License Commencement date payable to the Developer/ maintenance agency appointed by the Developer. At the below given rates payable to EON Kharadi Infrastructure Pvt. Ltd.

Also the maintenance cost as given below
Cashless Facility:- Nil
Housekeeping cost: - 02% of Gross sale per month.
Dishwashing and Pot washing: - Nil
These rates shall be reviewed on YOY basis

9 Taxes/ Levies

All the existing and future charges, rates, taxes, cesses, assessments and outgoings in respect to the Premises and the land on which it stands including land tax, building tax, house tax, property tax, etc as applicable, will be solely paid by the Developer.

Any future government levies/ taxes that may be applicable from time to time (such as service tax, and taxes of a similar nature levied on the provision of services paid for by the Client under the agreement) will be solely paid by the Client.

FOR SHREE SAI BALAJI FOODS

[Signature]

PROPRIETOR
<table>
<thead>
<tr>
<th></th>
<th>Security Deposit</th>
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<tbody>
<tr>
<td></td>
<td>The Client shall pay to the Developer an interest free refundable Security deposit, on or before occupation of the Premises.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rs. 200000/- (Rupees Two Lakhs Only)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Client shall pay Security Deposit in instalments as below:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. 100% i.e. Rs. 200000/- (Rupees Two Lakhs Only) on execution of this MOU</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Security Deposit shall be returned to the Client after reinstatement of the Premises by the Client to its original condition (which was at the time of handover, normal wear and tear accepted), subject to deduction of such sum as may be due and owing by the Client to the Developer including any damages caused to the Premises. The Security deposit or such sum after making the necessary deductions shall be returned by the Developer to the Client, within a period of two weeks after handing over vacant reinstated occupation of the Premises.</td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th></th>
<th>Termination Notice</th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>The Developer shall the right to terminate the agreement for the probationary one year period for non compliance of the standards of operations and hygiene standards to be maintained.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The entire first and second renewal term jointly approved by the management of EON Kharadi Infrastructure Pvt. Ltd. and the prevailing Food Council AT EON KHARADI will be a firm lock-in period and the Client shall not have an option to terminate, other than due to any uncured breach by the Developer. However, should the Client terminate the</td>
<td></td>
</tr>
</tbody>
</table>

FOR SHREE SAI BALAJI FOODS

Saujanya

PROPRIETOR
|   |   | Agreement or the Agreement is terminated on account of breach on part of the Client prior to the expiry of the lock-in period, Client shall pay to the Developer the License Fee for the unexpired lock-in period in lump sum as liquidated damages.

The Developer shall have the right to terminate the renewed agreement for whatsoever reason with a notice period of One month to the licensee during the course of the term of the agreement. |
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>12</td>
<td>Power &amp; Power Back-up</td>
<td>The Developer shall provide connected electrical load of three phase of not more than 63A per kiosk/counter and 100% generator back up to the same through diesel generating sets, for which the Client shall pay to the Developer an interest free refundable Power deposit of Rs 50,000/- on execution of the MOU. The Client shall pay for the electricity consumed in the Premises as per the reading of the meters provided for the Premises at prevailing LT commercial rates applicable from time to time.</td>
</tr>
<tr>
<td>13</td>
<td>Access and hours of Operation</td>
<td>The Client will have full right to legally use and occupy the said Premises 24 hours, 7 days a week during the term of the Agreement.</td>
</tr>
<tr>
<td>14</td>
<td>Signage</td>
<td>The Client shall be allowed to place a signage at the designated locations as per the Developer’s signage consultant’s design only.</td>
</tr>
<tr>
<td>15</td>
<td>Legal Charges</td>
<td>Legal charges to be borne by each party respectively.</td>
</tr>
</tbody>
</table>

FOR SHREE SAI BALAJI FOODS

PROPRIETOR
<table>
<thead>
<tr>
<th></th>
<th>Stamp duty &amp; Registration Charges</th>
<th>The cost, if any, of registration and stamp duty and all incidental expenses shall be borne by the Client.</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Jurisdiction</td>
<td>The MOU and / or leave and license agreement shall be governed by the laws of India and the courts in Pune shall have exclusive jurisdiction to try and decide any dispute that arises between the parties in respect of the MOU and / or leave and license agreement or anything related thereto. Any disputes between the parties pertaining to or arising out of or relating to any terms and conditions of the MOU and / or leave and license agreement or any amendment thereto shall be decided in accordance with the Special Economic Zones Act, 2005 and the rules framed there under.</td>
</tr>
<tr>
<td>18</td>
<td>Equipment rentals</td>
<td>Sole responsibility of Client</td>
</tr>
<tr>
<td>19</td>
<td>House Rules &amp; Fit-out Guidelines</td>
<td>The execution of this MOU is subject to acceptance and ownership of strict adherence to the attached House Rules and Fit-Out Guidelines.</td>
</tr>
</tbody>
</table>
| 20 | Parking                           | For Licensees and their staff is provided in the Outside parking (As discussed & Shown)  
The Owner shall provide One car park per kiosk licensed and scooter/ motorbike parking for the said facility for the requirement of their registered employees. |
The above Terms and Conditions are accepted and agreed by the Developer and the Client and a definitive agreement shall be signed not later than 180 days, from signing of this MOU on the above terms and conditions and such other terms and conditions as may be mutually agreed upon between the parties. In the event, the provisions contained in this MOU do not culminate into a definitive agreement for any reasons whatsoever, this MOU shall not have any binding effect on either of the parties and or any of its associates/subsidiaries/agents or agents.

Please confirm your acceptance to the above terms and conditions by signing the duplicate copy of this MOU.

Thanking you,
For Shree Sai Balaji Foods.

FOR SHREE SAI BALAJI FOODS

[Signature]
PROPRIETOR

Agreed & Accepted

For EON KHARADI INFRASTRUCTURE PVT. LTD.

[Signature]

I/We accept
(Mr. Ranjit Batra- Authorized Signatory)
October 22, 2018

Office of The Development Commissioner
Special Economic Zone – Pune Cluster
Wipro SEZ Phase-II, MIDC
Hinjewadi, Pune – 411057

Subject: Approval for Cafeteria Services in our SEZ
Ref: SEZ Online Application no. 421800267114 dated 19.10.18

Dear Sir,

With reference to above we here by apply for approval of Service Provider related to Cafeteria Services in our SEZ. The Area provided to Shree Ram Enterprises is 23.04 sq. mts. approximately on level one.

Attached please find Confirmation for Space Availability Letter, MOU and Layout showing the location of the vendor.

We hereby seek your approval for the same.

Warm regards,

Mohinsh Bhalerao

[Signature]

Office of the joint Development Commissioner Pune SEZ Cluster
24 OCT 2018

823
TO WHOMSOEVER IT MAY CONCERN

Date: 15th Sep, 2018

Sub: CONFIRMATION FOR SPACE AVAILABILITY

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>Shree Ram Enterprises</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPACE REQUIRED</td>
<td>Admeasuring approximately 23.04 Sq. Mts. (248 Sq. Ft. approx.) on Level One, at EON FREE ZONE II, (Special Economic Zone notified by SO 1036(A) dated March 31, 2017) located at S. No. 72, Kharadi Pune - 411 014.</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>Cafeteria Services</td>
</tr>
<tr>
<td>AVAILABILITY STATUS</td>
<td>Available</td>
</tr>
</tbody>
</table>

With reference to the request from M/s. Shree Ram Enterprises for their proposed SEZ II unit at Eon Free Zone, we confirm that we are in a position to provide the following facilities as required under Rule 5A of SEZ rules 2006:

- 24 hours uninterrupted power supply at stable frequency in the Zone.
- Reliable connectivity for uninterrupted and secure data transmission.
- Provision for central air - conditioning system.
- A ready to use, furnished plug and pay facility for end users.
- Adequate water, effluent treatment and other infrastructural support.

The above facility will be provided to the SEZ unit subject to the approval of the Development Commissioner (as per Rule 18(2) of the Special Economic Zones rules 2006)

Yours Sincerely

[Signature]

For EON Kharadi Infrastructure Private Limited
SUBJECT TO CONTRACT

01st October, 2018.

To,
EON Kharadi Infrastructure Pvt. Ltd.
Tech Park One, Tower E,
4th Floor, Next to Don Bosco School,
Off Airport Road, Yerwada,
Pune – 411006.

Memorandum of Understanding

Ref.: space at EON Free Zone, bearing unit A La Carte Counter admeasuring approximately 248 Sq. Ft. approx. of chargeable carpet area (chargeable area), on Ground Floor in EON Phase 2 located at Plot No-1, S.No. 72 MIDC Kharadi Knowledge Park, Pune – 411 014.

Dear Authorized Signatory

Further to the series of site visits and discussions, we are pleased to set below the terms and conditions as acceptable by us to avail the premises at your development. These terms shall be incorporated into a binding definitive Agreement to be entered into between EON Kharadi Infrastructure Pvt. Ltd. Limited and ourselves as per the applicable provisions under the Special Economic Zone Act, 2005 ('SEZ Act') and the Special Economic Zone Rules, 2006 ('SEZ Rules').
<table>
<thead>
<tr>
<th></th>
<th><strong>Client</strong></th>
<th><strong>Shree Ram Enterprise</strong>, a Proprietary concern having its registered office at Survey No.14, Pandu Laman Basti, Yewada, Pune-411006, represented herein by its representative, <strong>Mr. Nilesh Chavan &amp; Mr. Shabbir Shaikh</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td><strong>Developer</strong></td>
<td>EON Kharadi Infrastructure Pvt. Ltd. (Phase 2), a company incorporated under the Companies Act, 1956, having its registered office Tech Park One, Tower E, 4th Floor, Next to Don Bosco School, Off Airport Road, Yewada, Pune–411006. represented herein by its Authorized Signatory Mr. Ranjit Batra, (unless excluded by or repugnant to the subject or context mean and include its successor or assigns)</td>
</tr>
<tr>
<td>3</td>
<td><strong>Premises</strong></td>
<td>Unit A La Carte Counter, admeasuring 248 sq.ft., located on Ground Floor at EON Phase 2, Plot No. 1 S. No. 72, MIDC Kharadi Knowledge Park, Pune 411 014. As per annexure A</td>
</tr>
<tr>
<td>4</td>
<td><strong>Type of documentation</strong></td>
<td>The date of execution of MOU shall be referred as the License Commencement Date.</td>
</tr>
<tr>
<td>5</td>
<td><strong>License Fee Commencement</strong></td>
<td><strong>License Fee Free Period</strong> :- One month License Fee commencement date: ( 01^{st} \text{Nov} ) 2018 The Client shall pay License Fee for the Premises in accordance with Point 7 here in below.</td>
</tr>
<tr>
<td></td>
<td>Term &amp; Lock-in Period</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>The term shall be for One Year commencing from the License commencement date, as mentioned above. The parties shall have the option to renew the agreement for a further two plus two year term, based on the performance and compliances of the Licensee meeting the standards set by the management of EON Kharadi Infrastructure Pvt. Ltd. and by the prevailing Food Council jointly approved AT EON KHARADI. In such eventuality, the parties shall execute and register a fresh agreement with the appropriate authority. All costs and expenses pertaining to and incidental to such execution and registration of fresh leave and license agreement, including but not limiting to stamp duty, shall be borne by the Licensee alone. The entire first and second renewed term of the agreement will be a firm lock-in period, and the Licensee shall not be entitled to terminate the agreement during such lock in period for any reason whatsoever. In case the Licensee terminates or causes to be terminated the agreement during the lock in period, then the Licensee shall be liable to pay the license fees for the remainder of the lock in period in lump sum as liquidated damages.</td>
<td></td>
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</tbody>
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<thead>
<tr>
<th>7</th>
<th>License Fee for Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Guaranteed License Fee computed at Rs. 280/- sq. ft. per month of chargeable area of the Premises or 10 percent of the gross revenue whichever is higher.</td>
</tr>
</tbody>
</table>

**Inclusions:**

100% generator back-up. The Minimum Guaranteed License Fee as will be paid in advance on the
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
</table>
| 8 | **Facility Management** | Developer shall maintain and carry out common area maintenance. The charges for the same shall be for the first year from the License Commencement date payable to the Developer/maintenance agency appointed by the Developer. At the below given rates payable to EON Kharadi Infrastructure Pvt. Ltd.

Also the maintenance cost as given below:

Cashless Facility: - Nil
Housekeeping cost: - 02% of Gross sale per month.
Dishwashing and Pot washing: - Nil

These rates shall be reviewed on YOY basis. |
|   | **Taxes/ Levies** | All the existing and future charges, rates, taxes, cesses, assessments and outgoings in respect to the Premises and the land on which it stands including land tax, building tax, house tax, property tax, etc as applicable, will be solely paid by the Developer.

Any future government levies/ taxes that may be applicable from time to time (such as service tax, and taxes of a similar nature levied on the provision of services paid for by the Client under the agreement) will be solely paid by the Client. |
| 10 | **Security Deposit** | The Client shall pay to the Developer an interest free refundable Security deposit equivalent to 6 (six) months License Fee charges, on or before occupation. |
of the Premises.

Rs. 200000/- (Rupees Two Lakhs Only)

The Client shall pay the Security Deposit in instalments as below:

1. 100% i.e. Rs. 200000/- (Rupees Two Lakhs Only) on execution of this MOU

The Security Deposit shall be returned to the Client after reinstatement of the Premises by the Client to its original condition (which was at the time of handover, normal wear and tear accepted), subject to deduction of such sum as may be due and owing by the Client to the Developer including any damages caused to the Premises. The Security deposit or such sum after making the necessary deductions shall be returned by the Developer to the Client, within a period of two weeks after handing over vacant reinstated occupation of the Premises.

<table>
<thead>
<tr>
<th>11</th>
<th>Termination Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Developer shall the right to terminate the agreement for the probationary one year period for non compliance of the standards of operations and hygiene standards to be maintained.</td>
</tr>
</tbody>
</table>

The entire first and second renewal term jointly approved by the management of EON Kharadi Infrastructure Pvt. Ltd. and the prevailing Food Council AT EON KHARADI will be a firm lock-in period and the Client shall not have an option to terminate, other than due to any uncured breach by the Developer. However, should the Client terminate the Agreement or the Agreement is terminated on account of breach on part of the Client prior to the
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>expiry of the lock-in period, Client shall pay to the Developer the License Fee for the unexpired lock-in period in lump sum as liquidated damages. The Developer shall have the right to terminate the renewed agreement for whatsoever reason with a notice period of One month to the licensee during the course of the term of the agreement.</td>
</tr>
<tr>
<td>12</td>
<td><strong>Power &amp; Power Back-up</strong></td>
</tr>
<tr>
<td></td>
<td>The Developer shall provide connected electrical load of three phase of not more than 63A per kiosk/counter and 100% generator back up to the same through diesel generating sets, for which the Client shall pay to the Developer an interest free refundable Power deposit of Rs 50,000/- on execution of the MOU. The Client shall pay for the electricity consumed in the Premises as per the reading of the meters provided for the Premises at prevailing LT commercial rates applicable from time to time.</td>
</tr>
<tr>
<td>13</td>
<td><strong>Access and hours of Operation</strong></td>
</tr>
<tr>
<td></td>
<td>The Client will have full right to legally use and occupy the said Premises 24 hours, 7 days a week during the term of the Agreement.</td>
</tr>
<tr>
<td>14</td>
<td><strong>Signage</strong></td>
</tr>
<tr>
<td></td>
<td>The Client shall be allowed to place a signage at the designated locations as per the Developer's signage consultant's design only.</td>
</tr>
<tr>
<td>15</td>
<td><strong>Legal Charges</strong></td>
</tr>
<tr>
<td></td>
<td>Legal charges to be borne by each party respectively.</td>
</tr>
<tr>
<td>16</td>
<td><strong>Stamp duty &amp; Registration Charges</strong></td>
</tr>
<tr>
<td></td>
<td>The cost, if any, of registration and stamp duty and all incidental expenses shall be borne by the Client.</td>
</tr>
<tr>
<td>17</td>
<td><strong>Jurisdiction</strong></td>
</tr>
<tr>
<td></td>
<td>The MOU and / or leave and license agreement shall</td>
</tr>
</tbody>
</table>
be governed by the laws of India and the courts in Pune shall have exclusive jurisdiction to try and decide any dispute that arises between the parties in respect of the MOU and / or leave and license agreement or anything related thereto. Any disputes between the parties pertaining to or arising out of or relating to any terms and conditions of the MOU and / or leave and license agreement or any amendment thereto shall be decided in accordance with the Special Economic Zones Act, 2005 and the rules framed there under.

<table>
<thead>
<tr>
<th>18</th>
<th>Equipment rentals</th>
<th>Sole Responsibility of client</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>House Rules &amp; Fit-out Guidelines</td>
<td>The execution of this MOU is subject to acceptance and ownership of strict adherence to the attached House Rules and Fit-Out Guidelines.</td>
</tr>
</tbody>
</table>
| 20 | Parking | For Licensees and their staff is provided in the Outside parking (As discussed & Shown)

The Owner shall provide One car park per kiosk licensed and scooter/ motorbike parking for the said facility for the requirement of their registered employees. |
| 21 | Insurance | The licensee to obtain the following policies without fail for compliance with EON Kharadi Infrastructure Pvt. Ltd. :-

1. Fire Insurance
2. Plant and machinery owned by the Licensee
3. Public Liability |
4. Loss of Profit.

Hard Copies of the same are to be submitted to EON Kharadi Infrastructure Pvt. Ltd. within one month of execution of the Leave and License Agreement.

The above Terms and Conditions are accepted and agreed by the Developer and the Client and a definitive agreement shall be signed not later than 180 days, from signing of this MOU on the above terms and conditions and such other terms and conditions as may be mutually agreed upon between the parties. In the event, the provisions contained in this MOU do not culminate into a definitive agreement for any reasons whatsoever, this MOU shall not have any binding effect on either of the parties and or any of its associates/subsidiaries/servants or agents.

Please confirm your acceptance to the above terms and conditions by signing the duplicate copy of this MOU.

Thanking you,
For
Shree Ram Enterprise.

Agreed & Accepted
For
EON Kharadi Infrastructure Pvt. Ltd.

I & We accept
(Mr. Ranjit Batra - Authorized Signatory)
GOVT. OF INIDA,
OFFICE OF THE ZONAL DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ [PUNE CLUSTER],
ANDHERI (EAST), MUMBAI

************

AGENDA NOTE FOR CONSIDERATION OF THE UNIT APPROVAL COMMITTEE

-------------

a) Proposal:-
   Application for Approval list of services required for their Authorized
   Operations - M/s. Isobar Commerce India Pvt. Ltd.(Unit-I). located at Eon
   Kharadi Infrastructure Pvt. Ltd. SEZ [Eon Free Zone Phase II] - Pune.

b) Specific Issue on which decision of UAC is required:
   Approval for additional services not covered under default list of
   services as provided by MOC&I.

c) Relevant Provisions of SEZ Act, 2005 & Rules, 2006/
   Instruction/Notification: -
   In terms of Rule 10 of SEZ Rules 2006 and Notification number
   12/2013 Service Tax dated 01/07/2013 issued by Ministry of finance.

d) Other Information:-
   The unit has requested for the following additional services: -

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>List of Services</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Business and Management Consultant’s services.</td>
<td>Such professional services are required from various consultant for day to day operation of SEZ unit such as SEZ Consultancy services, other taxation advisory etc. Further said services are not covered under management maintenance or repair services approved under default list of services as prescribed by Ministry of commerce &amp; Industry.</td>
</tr>
<tr>
<td>2</td>
<td>Club or Association Service</td>
<td>Such services are required in relation to be avail membership of EPCES or any other business/ industries association.</td>
</tr>
<tr>
<td></td>
<td>Event Management Services (Within SEZ Only)</td>
<td>Such services are required in relation to availing services from event management service provider for conducting events, client visits within SEZ and expo within SEZ only.</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Foreign Exchange Broker Service.</td>
<td>Such services are required for obtaining /conversion of foreign exchange, which is required to be paid to employees traveling abroad for official purposed of SEZ unit.</td>
</tr>
</tbody>
</table>

A copy of letter 31/10/2018 has been enclosed.

e) **ADCs Recommendations:**

Submitted the list of services in terms of Rule 10 of SEZ Rules 2006 & Notification No. 12/2013 Service Tax dated 01/07/2013 issued by the Ministry of Finance. The unit’s justification for the service “Foreign Exchange Broker Service” does not seem appropriate for the exemption. Hence the services other than this may be approved.

*************************************************************************
October 31, 2018

To,
The office of Joint Development Commissioner,
Pune Cluster, Wipro SEZ, Rajiv Gandhi Info tech Park,
Phase II, Hinjewadi, Pune-411057

Sub: Application for Approval of Additional list of services required in relation to
the Authorized Operation for our SEZ Unit.

Ref: 1. Letter of Approval No. SEEPZ-SEZ/EKIP-SEZ/ISOBAR/35/2018-
19/224 Dated: 06.09.2018
2) SEZ Online Request ID: 421800278093

Dear Sir,

With reference to the above, which requires a list of specified services for authorized
operations for unit needs to be approved by Unit approval committee for availing
exemption from payment of GST on services availed for Authorized Operations.

In this backdrop, we hereby request your good office to kindly grant us an approval for
additional lists of services required for Authorized operations as required for our SEZ
Unit located at 1st Floor, Tower B, EON Kharadi Infrastructure Pvt. Ltd. SEZ
Eon Free Zone Phase II, S. No. 72/2/1, Kharadi, Pune-411014.

List of Additional Services is enclosed herewith as Annexure-I.

Kindly acknowledge the receipt and grant us an approval of the same.

Thanking you,

For Isobar Commerce India Private Limited - Unit-1

Lalit Balkisan Zanwar
Director

Isobar Commerce India Private Limited - Formerly eCommerz India Pvt. Ltd.
3rd Floor, Vascon Almonte, S No. 8, Hissa No. 2-B-2-C, Next to Reliance Fresh, Kharadi Bypass, Pune 411014.
CIN No. U72200PN2013FTC145893
Ph.: +91 (0) 20 46248400- www.isobar.com/commerce
### Annexure-I

**Additional List of Services required for authorized operations**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>List of Approved Services</th>
<th>Justification</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Business and Management consultant’s services.</td>
<td>Such professional services are required from various consultants for day to day operations of our SEZ unit such as SEZ Consultancy services, Other taxation advisory etc. Further said services are not covered under management maintenance or repair services approved under default list of services as prescribed by ministry of commerce &amp; industry.</td>
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<td>2</td>
<td>Club or association service</td>
<td>Such services are required in relation to be avail membership of EPCES or any other business/industries association</td>
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<tr>
<td>3</td>
<td>Event Management Services (Within SEZ only)</td>
<td>Such services are required in relation to availing services from event management service provider for conducting events, client visits within SEZ and expo within SEZ only.</td>
</tr>
<tr>
<td>4</td>
<td>Foreign Exchange Broker service</td>
<td>Such services are required for obtaining/conversion of foreign exchange, which is required to be paid to employees travelling abroad for official purpose of SEZ Unit.</td>
</tr>
</tbody>
</table>
GOVT. OF INIDA,
OFFICE OF THE ZONAL DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ (PUNE CLUSTER),
ANDHERI (EAST), MUMBAI

************

AGENDA NOTE FOR CONSIDERATION OF THE UNIT APPROVAL COMMITTEE

---

a) Proposal:-
Application for Approval list of services required for their Authorized Operations - M/s. Isobar Commerce India Pvt. Ltd. (Unit-2), located at Eon Kharadi Infrastructure Pvt. Ltd. SEZ (Eon Free Zone Phase II) - Pune.

b) Specific Issue on which decision of UAC is required:
   Approval for additional services not covered under default list of services as provided by MOC&I.

c) Relevant Provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/Notification: -
   In terms of Rule 10 of SEZ Rules 2006 and Notification number 12/2013 Service Tax dated 01/07/2013 issued by Ministry of finance.

d) Other Information: -
The unit has requested for the following additional services: -

<table>
<thead>
<tr>
<th>Sr. no.</th>
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<td>1</td>
<td>Business and Management Consultant's services.</td>
<td>Such professional services are required from various consultant for day to day operation of SEZ unit such as SEZ Consultancy services, other taxation advisory etc. Further said services are not covered under management maintenance or repair services approved under default list of services as prescribed by Ministry of commerce &amp; Industry.</td>
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<td>----------------------------------------------------------------------------------------------------------------------------------</td>
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<td>4</td>
<td>Foreign Exchange Broker Service.</td>
<td>Such services are required for obtaining /conversion of foreign exchange, which is required to be paid to employees traveling abroad for official purposed of SEZ unit.</td>
</tr>
</tbody>
</table>

A copy of letter 31/10/2018 has been enclosed.

e) **ADCs Recommendations:**

Submitted the list of services in terms of Rule 10 of SEZ Rules 2006 & Notification No. 12/2013 Service Tax dated 01/07/2013 issued by the Ministry of Finance. The unit's justification for the service "Foreign Exchange Broker Service" does not seem appropriate for the exemption. Hence the services other than this may be approved.
October 31, 2018

To,
The office of Joint Development Commissioner,
Pune Cluster, Wipro SEZ, Rajiv Gandhi Info tech Park,
Phase II, Hinjewadi, Pune-411057

Sub: Application for Approval of Additional list of services required in relation to
the Authorized Operation for our SEZ Unit.

Ref: 1. Letter of Approval No. SEEPZ-SEZ/EKIPL-SEZ/ISOBAR/36/2018-19/227
Dated:06/08/2018
2) SEZ Online Request ID: 421800278115

Dear Sir,

With reference to the above, which requires a list of specified services for authorized
operations for unit needs to be approved by Unit approval committee for availing exemption
from payment of GST on services availed for Authorized Operations.

In this backdrop, we hereby request your good office to kindly grant us an approval for
additional lists of services required for Authorized operations as required for our SEZ
Unit located at 1st Floor, Tower B, EON Kharadi Infrastructure Pvt. Ltd. SEZ
Eon Free Zone Phase II, S. No. 72/2/1, Kharadi, Pune-411014.

List of Additional Services is enclosed herewith as Annexure-I.

Kindly acknowledge the receipt and grant us an approval of the same.

Thanking you,

For Isobar Commerce India Private Limited - Unit-2

Lalit Balkisan Zanwar
Director

Isobar Commerce India Private Limited (Formerly eCommerce India Pvt. Ltd.)
3rd Floor, Vascon Almonte, S No. 8, Hissa No. 2-8+2-C, Next to Reliance Fresh, Kharadi Bypass, Pune 411014.
CIN No. U72200PN2013FTC148693
Ph:+91 (0) 20 46244800- www.isobar.com/commerce
Annexure-I

Additional List of Services required for authorized operations

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<td>Business and Management consultant's</td>
<td>Such professional services are required from various consultants for day to</td>
</tr>
<tr>
<td></td>
<td>services.</td>
<td>day operations of our SEZ unit such as SEZ Consultancy services, Other taxation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>advisory etc. Further said services are not covered under management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>maintenance or repair services approved under default list of services as</td>
</tr>
<tr>
<td></td>
<td></td>
<td>prescribed by ministry of commerce &amp; industry.</td>
</tr>
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<td>3</td>
<td>Event Management Services (Within SEZ</td>
<td>Such services are required in relation to availing services from event</td>
</tr>
<tr>
<td></td>
<td>only)</td>
<td>management service provider for conducting events, client visits within SEZ</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and expo within SEZ only.</td>
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<tr>
<td>4</td>
<td>Foreign Exchange Broker service</td>
<td>Such services are required for obtaining/conversion of foreign exchange,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>which is required to be paid to employees travelling abroad for official</td>
</tr>
<tr>
<td></td>
<td></td>
<td>purpose of SEZ Unit</td>
</tr>
</tbody>
</table>
GOVT. OF INIDA,
OFFICE OF THE ZONAL DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ (PUNE CLUSTER),
ANDHERI (EAST), MUMBAI

************

AGENDA NOTE FOR CONSIDERATION OF THE UNIT APPROVAL COMMITTEE

-----------------------------

a) Proposal:-
Application for Approval of additional list of services required for their Authorized Operations - M/s. UBS Business Solutions (India) Pvt. Ltd, located at M/S EON Kharadi Infrastructure Pvt. Ltd. SEZ (Eon Kharadi Phase – II), Pune.

b) Specific Issue on which decision of UAC is required:
Approval for additional services not covered under default list of services as provided by MOC&I.

c) Relevant Provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/Notification: -
In terms of Rule 10 of SEZ Rules 2006 and Notification number 12/2013 Service Tax dated 01/07/2013 issued by Ministry of finance.

d) Other Information:-
The unit has requested for the following additional services:-

<table>
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<tr>
<th>Sr. no.</th>
<th>List of Services</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Management /Business and Consultant’s services.</td>
<td>The Company states that it shall avail services from professionals and various other consultants who shall provide consultancy services which shall be essential for rendering Services by the SEZ unit and shall be required for smooth and timely functioning of business operations. Hence the Company request your good self to accord your approval for the said additional service.</td>
</tr>
<tr>
<td>2</td>
<td>Business Auxiliary Services.</td>
<td>The Company states that it shall avail services incidental or auxiliary to the business operations such as management</td>
</tr>
</tbody>
</table>
or supervision services for smooth and timely functioning of business operations. Hence the Company request your good self to accord your approval for the said additional services.

A copy of letter 24/10/2018 has been enclosed.

e) ADCs Recommendations:

Submitted the list of services in terms of Rule 10 of SEZ Rules 2006 & Notification No. 12/2013 Service Tax dated 01/07/2013 issued by the Ministry of Finance. The request of the unit is recommended for consideration of the UAC.
24 October 2018

To,
The Assistant Development Commissioner,
Office of the Zonal Development Commissioner,
Special Economic Zone-Pune Cluster,
Wipro-SEZ, Phase-II, MIDC,
Hinjewadi, Pune- 411057

Sub: UBS Business Solutions (India) Pvt. Ltd. – Request for approval of additional services for claiming benefit of GST Exemption
Ref: LOA No. SEEPZ/EKIPL-SEZ/UBSPL/31/2018-19/12025 dated 09 May 2018

Dear Sir,

We, UBS BUSINESS SOLUTIONS (INDIA) PRIVATE LIMITED (‘The Company’/‘we’), have been issued LOA No. SEEPZ/EKIPL-SEZ/UBSPL/31/2018-19/12025 dated May 9, 2018 for establishment of SEZ unit at 9th & 10th floor, Tower-A, EON Kharadi SEZ, Phase-II, S. No.72, Kharadi, Pune, Maharashtra, India – 411 014.

The Company states that it had applied for approval of default services for authorized operations vide its letter dated 13 August 2018 and also received approval for the same vide your Office letter No. SEEPZ/EKIPL-SEZ/UBSPL/31/2018-19/367 dated 09 August, 2018. Copy of approval letter is enclosed as ‘Exhibit-A’.

In addition to the above list of pre-approved list of services, the Company would like to avail the following additional services from the vendors and thus, justification against the said services is mentioned below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Service to be availed</th>
<th>Justification for exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Management / Business Consultancy Services</td>
<td>The Company states that it shall avail services from professionals and various other consultants who shall provide consultancy services which shall be essential for rendering</td>
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services by the SEZ Unit and shall be required for smooth and timely functioning of business operations. Hence the Company request your goodself to accord your approval for the said additional service.

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<th>Business Services</th>
<th>Auxiliary Services</th>
</tr>
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<tbody>
<tr>
<td>2.</td>
<td></td>
<td>The Company states that it shall avail services incidental or auxiliary to the business operations such as management or supervision services for smooth and timely functioning of business operations. Hence the Company request your goodself to accord your approval for the said additional service.</td>
</tr>
</tbody>
</table>

May we request you to take the above submission on record and provide us your kind approval for the above mentioned additional services.

Thanking You,
Yours truly,
For UBS BUSINESS SOLUTIONS (INDIA) PRIVATE LIMITED

Authorised Signatory