AGENDA

Meeting of the Unit Approval Committee of Special Economic Zone for IT/ITES of M/s. MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (MIDC), PUNE – SEZ.

VENUE : Mahratta Chamber Of Commerce Industries & Agriculture, 505, A-Wing, MCCIA Trade Tower, ICC Complex, 403, Senapati Bapat Road, Pune, Maharashtra 411016.


TIME : 12.00 P.M. Onwards.

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Meeting of the Unit Approval Committee of Special Economic Zone for IT/ITES of M/s. MIDC, Pune under the chairmanship of Development Commissioner, SEEPZ-SEZ on 15th March, 2018.

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<th>Subject</th>
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<td>Agenda item No. 01:</td>
<td>Confirmation of Minutes of the meeting held on 16.02.2018.</td>
</tr>
<tr>
<td>Agenda item No. 02:</td>
<td>Application for approval of service provider in respect of Food Court in the SEZ - M/s. Ascendas IT Park Pvt. Ltd. (Co-developer) - MIDC Pune - SEZ.</td>
</tr>
</tbody>
</table>
Minutes of the Meeting of the Approval Committee held under the Chairmanship of Joint Development Commissioner for Sector Specific Special Economic Zone for IT/ITES at Rajiv Gandhi Infotech Park, Phase-III, Hinjewadi, District Pune of M/s. Maharashtra Industrial Development Corporation held in MCCIA, Pune on 16.02.2018.

1. Name of the SEZ : M/s. Maharashtra Industrial Development Corporation, Pune.

2. Sector : IT/ITES.

3. Meeting no : 72

4. Date : 16.02.2018

Members Present:

1. Shri. Pawan Kumar
   Joint Commissioner
   : Nominee of Customs, Pune.

2. Smt. Rajlakshmi Kadam
   Deputy Commissioner
   : Nominee of CGST, Pune.

3. Shri. Vitthal M. Bhosale
   Dy. Director of Income Tax
   : Nominee of Income Tax, Pune.

4. Shri. M. M. Gaikwad
   Industries Officer
   : Nominee of Joint Director of Industries, Pune.

5. Shri. A. S. Dhapate
   Field Officer
   : Nominee of M PCB, Pune.

Special Invite:

6. Shri. B. S. Chauhan,
   Specified Officer,
   MIDC - SEZ, Pune.

Agenda Item No.1: Confirmation of Minutes of the meeting held on 22.01.2018.

Minutes of the 71st Meeting held on 22.01.2018 were confirmed.

Agenda Item No.2: Application for setting up of new unit - M/s. TCS e-Serve International Ltd.

In the UAC dated 22.01.2018 the proposal was deferred as the applicant was directed to submit the total project cost with bifurcation and revised Form P with
correct projections as there was a mismatch in the figures of investment and imported and indigenous requirement of materials.

After deliberation, the Committee approved the proposal of M/s TCS e-Serve International Limited for the setting up of a new unit, admeasuring area 50,471.05 sq. ft., at Ascendas IT Park [Pune] Pvt. Ltd. (Co-Developer), MIDC Pune for Information Technology And Information Technology Enabled Services, envisaging FOB value of exports of Rs. 43721.40 Lakhs, NFE of Rs 42454 Lakhs and employment of 750 employees during 5 years projection period as the applicant submitted the corrected figures.

**Agenda Item No.3: Application for setting up of new unit - M/s. Tata Consultancy Services Ltd.**

The Approval Committee noted that plot no. 5 was allotted by MIDC to M/s. TCS Ltd. and MIDC in their letter dated 08.11.2017 had stated that the LOA in the name of CRL had expired on 13th July 2013 and in absence of any valid LOA in name of TCS as per Rule 11(5) of SEZ Rules, 2006, the lease right has ceased to exist. Hence MIDC requested to get valid LOA in the name of TCS from the Board of Approval and submit a copy of the same to their office. After receipt of valid LOA copy their proposal of extension of time limit will be submitted to HQ for approval.

Approval Committee accepted the MIDC letter dated 08.11.2017 as a provisional offer letter for space and accordingly after deliberation, approved the proposal of M/s Tata Consultancy Services Limited for setting up of a new unit, admeasuring area 40000 sq. mtrs. (Built up area 35000 sq. mtrs) at plot No. 5, MIDC-SEZ, Rajiv Gandhi Info Tech Park, Phase-III, Hinjewadi, Pune for Research & Development and Information Technology/ Information Technology Enabled Services, envisaging FOB value of exports of Rs. 187297 Lakhs, NFE of Rs 158647 Lakhs and employment of 3500 persons during 5 years projection period subject to submission of valid land lease rights of the plot to the unit within 3 months from the date of issuance of LOA.
Agenda Item No.4: Application for setting up of new unit - M/s. Incognito Software Pvt. Ltd.

M/s. Incognito Software Pvt. Ltd. has applied for setting up a new unit at plot No.13/3 admeasuring area 9500 sq. mtrs in MIDC IT/ITES -SEZ, Rajiv Gandhi Infotech Park, Hinjewadi, Phase-III, Pune-411057.

In the UAC held on 22.01.2018, Approval Committee noted that the Unit had been granted LOA No. SEEPZ-SEZ/MIDC-SEZ/ISP/31/2012-13/4558 dated 16.04.2013 which expired on 09.04.2015 and subsequently the Unit had submitted the request on 12.09.2017 for extension of LOA which was later withdrawn by the applicant on 30.01.2018. The Committee during the meeting on 22.01.2018 also sought clarification from the Unit regarding the difference between the old project and the new project and also directed to call a report from MIDC on the status of the land allotted to the applicant.

Applicant has submitted a letter dated 30.01.2018 clarifying the difference in the old project bearing LOA No. SEEPZ-SEZ/MIDC-SEZ/ISP/31/2012-13/4558 dated 16.04.2013 and the new project. Whereas, report from MIDC on the status of the land is awaited.

During the UAC, the company's representative stated that the requirement of land for their proposal for setting of new Unit in SEZ is 9500 sq. mtrs. Since, MIDC originally gave the plot admeasuring 8000 sq. mtrs. on 16.12.2014 and additional land of 1500 sq. mtrs. on 23.11.2016, the validity of 3 years period for development should be taken from the date of possession of additional land i.e. from 23.11.2016.

After deliberation, the Committee approved the proposal of M/s Incognito Software Pvt. Ltd. for setting up of a new unit at plot No.13/3 in MIDC IT/ITES -SEZ, Rajiv Gandhi Infotech park, Hinjewadi, Phase-III, Pune-411057 for Information Technology/ Information Technology Enabled Services namely remote Maintenance, support Centre for IT infrastructure management envisaging FOB value of exports of Rs. 9567.79 Lakhs, NFE of Rs 9098.08 Lakhs and employment of 204 persons during
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5 years projection period subject to submission of a letter from MIDC within three months from the date of issuance of LOA regarding valid possession of the entire plot in the name of the applicant.

The Meeting ended with the vote of thanks to the Chair.

[Signature]
Chairperson-cum-Jt. Development Commissioner
GOVT. OF INDIA,
OFFICE OF THE DEVELOPMENT COMMISSIONER,
SEEPZ SPECIAL ECONOMIC ZONE,
ANDHERI (EAST), MUMBAI
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AGENDA NOTE FOR CONSIDERATION OF UNIT APPROVAL COMMITTEE
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a) Proposal: -

Application of M/s. Ascendas IT Park (Pune) Pvt. Ltd. (Co-Developer). – MIDC Pune SEZ for approval of service provider in respect of Food Court in the SEZ.

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

Approval of service provider in respect of Food Court in SEZ.

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

In terms of Rule 11 (5) of SEZ Rules, 2006.

d) Other Information: -

M/s. Ascendas IT Park (Pune) Pvt. Ltd. (Co-Developer) – MIDC Pune SEZ has been granted Formal Approval No. F.2/129/20005-SEZ dated 21.01.2008 as Co-Developer for providing infrastructure facilities in the Sector Specific SEZ for IT/ITES at Rajiv Gandhi Infotech Park, Hinjewadi, Phase –III, Pune, being developed by Maharashtra Industrial Development Corporation (MIDC).

The Co-developer has requested for approval of the following service provider:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of Service</th>
<th>Area and location in SEZ</th>
<th>Name of the Service Provider</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Food Court</td>
<td>2860 Sq. Ft. at first floor, Retail Block, Cypress building at ITPP Project.</td>
<td>M/s. Happy Singh Food Express. Registered Office: - Flat no. 1405, Tower 14, Blue Ridge Society, Hinjewadi, Phase – I, Pune – 411 057.</td>
<td>The base premises will be provided on a warm shell condition which includes air-conditioning, power supply and power back up by DG sets.</td>
</tr>
</tbody>
</table>

Contd........2/-
The developer has stated that the service provider will not avail any tax benefits under SEZ laws.
The developer has enclosed a copy of Letter of Intent entered with the service provider for a period of 3 years commencing from 01.04.2018 to 31.03.2021.
A copy of email dated **08.03.2018** is enclosed.

e) **ADC Recommendation:**
Proposal is verified and found as per provision of SEZ Rule 11(5).
Recommended to place before UAC for consideration.

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ITPP/SEZ/PP/07032018
7 March 2018

Office of Development Commissioner
SEEPZ SEZ, Government of India,
Ministry of Commerce & Industry,
Andheri (E), Mumbai- 400096.

Kind Attn: Mr. Praful Umare, Asstt. Development Commissioner.

International Tech Park Pune, an Ascendas IT Park in Joint Venture (JV) with MIDC at Plot No.18, Rajiv Gandhi InfoTech Park, Phase III, MIDC SEZ, Hinjewadi, Pune

Subject: Approval for sub-leasing of retail area space to Food court operator M/s. Happy Singh Food Express, at Cypress Building, ITPP Project

Dear Sir,

We, M/s Ascendas IT Park (Pune) Private Limited (?AITPP?), are registered as a Co-developer for construction/development of Special Economic Zone (?SEZ?) at Plot No.18, Rajiv Gandhi InfoTech Park, Hinjewadi, MIDC SEZ, Phase III, Pune 411 057, Maharashtra.

We wish to sub-lease retail space for food court admeasuring 2,860 sqft at First Floor, Retail Block, Cypress Building at ITPP Project to M/s. Happy Singh Food Express. The copy of Letter of Offer issued to the Service Provider is attached as Annexure 1 for your ready reference.

The Food Court services will be utilized by all employees of units as well as co-developer. Please note that M/s. Happy Singh Food Express, as a Service Provider, would not avail any tax benefits under SEZ Laws.

We request you to grant us the approval for sub-leasing of retail area space to Food court operator M/s. Happy Singh Food Express, at Cypress Building, ITPP Project.

Please let us know if you need any further information in this matter.

Thanking you.

Yours faithfully,

For Ascendas IT Park (Pune) Private Limited

Prashant Patel
Authorised Signatory

Mr. B.S. Chauhan, Specified Officer, MIDC SEZ Hinjewadi Pune
<table>
<thead>
<tr>
<th>Document Name</th>
<th>Document Subject</th>
<th>Document Reference Number</th>
<th>Document Receipt Date</th>
<th>Document Confirmed Date</th>
<th>Submitter Journal</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT DE</td>
<td></td>
<td></td>
<td>07/03/2013</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This file contains the details of an online submission. The process includes document submission with specific reference numbers and dates. The system provides options for viewing the history of the submission. The website is available at [SEZ Online Submission](https://sezonline-ndml.co.in/FreeFormRevamp/FreeForm.aspx?Search_Request=true).
LETTER OF OFFER (LOO)

6 March 2018

Happy Singh Food Express,
Flat No. 1405, Tower 14, Blue Ridge Society,
Hinjawadi, Phase-1, Pune - 411057

International Tech Park Pune, an Ascendas IT Park in Joint Venture (JV) with MIDC at Plot No. 18, Rajiv Gandhi InfoTech Park Phase III, Hinjawadi, Pune

Dear Mr. Gurinder Pal Singh,

**Sub-Lease to Operate Retail Space for Food Court at First Floor, Retail Block, Cypress Building at ITPP Project**

Further to our discussions, we are pleased to offer Sub-Lease to operate, Retail Space for Food Court at First Floor, Retail Block, Cypress Building at ITPP Project on the terms and conditions set out below.

<table>
<thead>
<tr>
<th>(1)</th>
<th>Sub-Lessor’s name &amp; address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ASCENDAS IT PARK (PUNE) PRIVATE LIMITED (ITPP) [PAN: AAFC4849B], a company incorporated under the Companies Act, 1956 and having its registered office at International Tech Park Pune, Plot No. 18, Rajiv Gandhi InfoTech Park, MIDC Phase 3, Hinjawadi, Pune - 411057, hereinafter referred to as the &quot;Sub-Lessor&quot; (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the one part; represented by its authorized signatory Mr Abhijit Kukade</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2)</th>
<th>Sub-Leesee’s Name &amp; address</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Happy Singh Food Express, a Sole Proprietorship Concern under the laws of India, having its registered office at Flat No. 1405, Tower 14, Blue Ridge Society, Hinjawadi, Phase-1, Pune - 411057 hereinafter referred to as the &quot;Sub-Leesee&quot; (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and permitted assigns) of the other part; represented by its authorized signatory Mr Gurinder Pal Singh [PAN: BQTPS9126H]</td>
</tr>
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<thead>
<tr>
<th>(3)</th>
<th>Unit</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>First Floor, Retail Block, Cypress Building at ITPP Project. Floor Plan highlighted along with 2 kloxks outside depicting the Sub-Leased Premises is enclosed as Annexure 3.</td>
</tr>
</tbody>
</table>

For Happy Singh Food Express

Tajeet
Proprietor

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The Sub-Lessor shall not further Sub-Lease any kiosks/outlet on First Floor Retail Block Cypress Building at ITPP Project.

<table>
<thead>
<tr>
<th>(4) Area</th>
<th>The area mentioned in point 3 will be deemed final and reflected in the Sub-Lease Deed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5) Premises’ Details</td>
<td>Total area 2,860 sq ft at First Floor, Retail Block, Cypress Building at ITPP Project. The base premises will be provided on a warm shell condition which includes the following:</td>
</tr>
<tr>
<td></td>
<td>• Air-conditioning common for the entire Cafeteria.</td>
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<tr>
<td></td>
<td>• Power supply till electrical points</td>
</tr>
<tr>
<td></td>
<td>• Power back up by DG sets</td>
</tr>
<tr>
<td>(6) Tenure</td>
<td>Sub-Lease commencement date 1 April 2018</td>
</tr>
<tr>
<td></td>
<td>Rent commencement date 1 June 2018</td>
</tr>
<tr>
<td></td>
<td>Sub-Lease expiry date 31 March 2021</td>
</tr>
<tr>
<td>(7) Rent</td>
<td>The Sub-Lessee shall pay as per below chart as monthly Rent (subject to TDS deduction). Additionally applicable, Goods and Services tax on Sub-Lease fee shall be paid by the Sub-Lessee. The Rent shall be in advance on or before the 7th of every month for that particular month.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Occupancy @Cypress, ITPP</th>
<th>Total Building Area - 5,91,490 sq ft</th>
<th>Rent*</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% and above</td>
<td>On leasing of 1,77,477 sq ft and more</td>
<td>Rs. 1,25,000/- per month</td>
</tr>
<tr>
<td>60% and above</td>
<td>On leasing of 3,54,994 sq ft and more</td>
<td>Rs. 2,00,000/- per month</td>
</tr>
<tr>
<td>90% and above</td>
<td>On leasing of 5,32,341 sq ft and more</td>
<td>Rs. 2,50,000/- per month</td>
</tr>
</tbody>
</table>

*Rent shall be payable from the effective date of leasing of space as per table 1 mentioned hereinabove. The necessary supporting’s on increase in occupancy shall be shared by the Sub-Lessor to Sub-Lessee on or before increase in Rent. Currently, the Sub-Lessor has leased 2,01,000 sq ft of office space and Rent shall be charged accordingly.

For Happy Singh Food Express

Jagjeet

Proprietor
However, in case there is a reduction in the occupancy, rent will be paid as per the Occupancy % slab mentioned in Table 1 hereinafter.

Any outgo on account of central / state / local taxes including but not limited to Goods and Services Tax in relation to the Rent paid by the Sub-Lessee, shall be to the account of the Sub-Lessee and the Sub-Lessor will under no circumstances be called upon to discharge, bear, meet or reimburse such outgo.

All delayed payments shall carry an interest at 18% (Eighteen per cent) per annum from the due date of payment, without prejudice to any other remedy available to the Sub-Lessor.

| (8) Security Deposit | The Sub-Lessee shall pay interest free security deposit amounting to Rs.15,00,000/- (Rupees Fifteen Lakhs Only) being equivalent to 6 (Six) months' Rent at all times.

It has been agreed that 50% of the amount of the said security deposit shall be paid by the Sub-Lessee on or before signing of the LOO. The balance 50% of the amount of security deposit shall be paid upon the execution of the Sub-Lease Deed or handover of the Sub-Leased Premises to the Sub-Lessee whichever is earlier.

This total security deposit shall be deposited with the Sub-Lessor throughout the term of the Sub-Lease and shall be refunded within 30 (Thirty) working days of the Sub-Lessee surrendering peaceful, vacant and physical charge of the Sub-Leased Premises in bare shell condition on expiry or earlier termination of the Sub-Lease Deed, if any and subject to adjustment or deduction of arrears of the rent, charges, damages (if any) and any other dues, if any, due and payable under the Sub-Lease Deed.

Without prejudice to its other rights and remedies, the Sub-Lessor shall be entitled to forfeit for its benefit the security deposit and any other monies paid to it as compensation if the Sub-Lessee should fail to execute any of the required agreements/deeds, take possession or otherwise proceed with the Sub-Lease of the Unit for any reason whatsoever.

| (9) Rent Free | 2 months

| (10) Sub-Lease Term | 36 Months
<p>| | |</p>
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>(11) Lock in Period</td>
<td>The Sub-Lessee will not have the option to terminate the Sub-Lease for 24 (Twenty Four) months from the Sub-Lease commencement date (lock-in period). If the Sub-Lessee terminates the Sub-Lease earlier than the expiry of 24 (Twenty Four) months from the date of Sub-Lease commencement, the entire rent for the unexpired and remaining tenure of Sub-Lease till expiry of 24 (Twenty Four) months from date of Sub-Lease commencement along with taxes, car parking (if any) and all other charges payable under the Sub-Lease Deed shall become payable by the Sub-Lessee to the Sub-Lessor. The Sub-Lessor can terminate the agreement by giving 2 months' notice in case of any breach by the Sub-Lessee of the terms of Sub-Lease Deed.</td>
</tr>
<tr>
<td>(12) Common Areas Maintenance (CAM) Charges</td>
<td>Rs. 10/- per square feet per month for 24 hrs. operations for kiosks and kitchen space of 2,860 sq. ft. The CAM charges shall be payable starting from 1 December 2018.</td>
</tr>
<tr>
<td>(13) Utility Charges</td>
<td>As per consumption at actuals for kiosks and kitchen space of 2,860 sq. ft.</td>
</tr>
<tr>
<td>(14) Usage</td>
<td>The Sub-Lessee shall use the premises for the purpose of sale of food items only. The Kiosk shall operate for 24 X 7 days per week and cater effectively to the employees of the park subject to requirement.</td>
</tr>
<tr>
<td>(15) Access and Hours of Operation</td>
<td>The Sub-Lessee would have access to the Premises and other common areas 24 hours per day and 7 days per week, 365 days a year of operations and facilities including electricity, water, power back up, security and lifts subject to notified suspension or shutdown in writing in advance due to maintenance and repair works.</td>
</tr>
<tr>
<td>(16) Late Payment</td>
<td>If any monies due under this letter or any of the agreements including the Sub-Lease deed/ Service agreements etc., pursuant hereto are not paid on the due date, the Sub-Lessee shall pay interest at the rate of 18% per annum from the due date till the date of payment.</td>
</tr>
<tr>
<td>(17) Assignment and Subletting</td>
<td>The Sub-Lessee shall not be entitled to assign, let, sub-let, grant further sub-sub-lease or part with possession of the unit or any portion thereof without the prior written consent of the Sub-Lessor to any third party.</td>
</tr>
<tr>
<td>(18) Alterations / Additions in Premises</td>
<td>The Sub-Lessee shall not attend to any alterations/additions to their occupied space without prior written permission from the Sub-Lessor.</td>
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<tr>
<td>(19) Insurance</td>
<td>Sub-Lessee to insure all equipment fittings etc. installed in the Sub-Leased Premises. Sub-Lessee will need to undertake necessary precautions of their respective retail outlets/premises to safeguard their assets. The Sub-Lessee shall take a public liability insurance policy of adequate cover to the satisfaction of the Sub-Lessor.</td>
</tr>
<tr>
<td>(20) Indemnity</td>
<td>The Sub-Lessee shall indemnify and keep the Sub-Lessor indemnified against any and all claims, losses, injuries, liabilities, costs, expenses, damages, actions or proceedings whatsoever which may be made or taken against the Sub-Lessor by any person or which may be suffered by the Sub-Lessor arising out of any action or non-action, accident or otherwise, or by any reason of the Sub-Lessee’s operations and use of the unit and the various facilities.</td>
</tr>
<tr>
<td>(21) Taxes</td>
<td>The Sub-Lessor shall pay the property tax as may be assessed from time to time. All fees &amp; payments and statutory levies, taxes, duties, cess including to the Local Administration, State and Central Government pertaining to the sub-lease shall be borne by the Sub-Lessee.</td>
</tr>
<tr>
<td>(22) Scope, Terms and Standard Operating Processes</td>
<td>Scope of works of Sub-Lessor and Sub-Lessee are enclosed as Annexure 1 to the LOO. Standard Operating Processes to be followed by the Sub-Lessee is enclosed as Annexure 2 to the LOO.</td>
</tr>
<tr>
<td>(23) Termination By Sub-Lessee</td>
<td>In the event of any breach by the Sub-Lessee in the performance and observance of any of the covenants and conditions of the Sub-Lease and the breach is not remedied within one month from the date of the notice in that regard from the Sub-Lessor, the Sub-Lessor shall be entitled to terminate the Sub-Lease forthwith thereafter without any further notice and enter upon the unit and the Sub-Lessee shall not be entitled to remain in possession of the unit under any circumstances. In the event the rent and/or any of the other charges reserved or any part thereof shall be in arrears for a period of two consecutive months after the respective date</td>
</tr>
</tbody>
</table>

For Happy Singh Food Express

Jonglewal

Proprietor
appointed for payment thereof, the Sub-Lessee shall be entitled to terminate the Sub-Lease forthwith thereafter without any further notice and enter upon the unit and the Sub-Lessee shall not be entitled to remain in possession of the Unit in any manner.

in the event of default of Sub-Lease terms by the Sub-Lessee including any food quality and general hygiene issue as determined by food committee and if that is not rectified within one month to the satisfaction of the food committee from the date of issue of the notice from Sub-Lessor, the Sub-Lessor can terminate the Sub-Lease by issuing 1 months' notice subject to payment of pre-termination charges by the Sub-Lessee, as applicable.

<table>
<thead>
<tr>
<th>(24)</th>
<th>Deed of Sub-Lease</th>
<th>The parties shall enter into a Sub-Lease Deed on mutually agreed and accepted terms and conditions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(25)</td>
<td>Stamp Duty, Legal Costs &amp; Registration Fees</td>
<td>The Sub-Lessee shall bear stamp duty, registration charges, legal charges and other charges, costs and expenses incidental to the preparation, if any, and registration of all documents shall be done immediately on signing this letter of offer and after signing of Sub-Lease deed by both the parties. The Sub-Lease Deed registration is required to be completed within 30 days from the date of Sub-Lease deed execution.</td>
</tr>
</tbody>
</table>
| (26) | Obligations of the Sub-Lessee | • The Sub-Lessee to obtain all Sub-Leases and approvals required for the business and to keep Sub-Lease valid during the entire tenure of the Sub-Lease Deed.  
• Sub-Lessee to ensure the following documents is provided preferably before signing the LOO but no later than the Sub-Lease Deed Execution Date.  
  - Certificate of Incorporation/Registration of Company  
  - Food Sub-Lease & Statutory registration copy.  
• The Sub-Lessee to adhere to highest safety standards considering the nature of business of the Sub-Lessee.  
• The Sub-Lessee shall carry out the permitted business within the Sub-Leased Premises within the timings and working days as set out by the Sub-Lessor. If the Sub-Lessee wants an extension of timings in order to conduct permitted business on special occasions, a written application must be made to the Sub-Lessor who has the sole discretion to permit/reject the same.  
• Sub-Lessee to obtain and keep valid fitness medical certificates for their staff employed at their respective areas. |

For Happy Singh Food Express

Jaspreet

Proprietor
• Sub-Lessee to ensure that staff is well behaved and well dressed in their uniforms and adheres to the rules and regulations set out for operating the food court as may be given out by the Sub-Lessor.

• The Sub-Lessee shall not use any of the areas located outside the Sub-Leased premises including and not limited to common areas, passages, parking areas, etc. in a manner whatsoever including changing flooring, putting up signage (except at pre-approved points), putting up counters, tables, kiosks, playing music, installing televisions, dishes, loudspeakers, screens, games or any such or similar devices or equipment or any activity without prior written permission by the Sub-Lessor.

• Sub-Lessee to comply with all applicable laws and regulations, failing which Sub-Lessor shall reserve the right to terminate the Sub-Lease Deed after giving due notice of 15 (fifteen) days.

• Notwithstanding any other condition in this LOO/ and the subsequent Sub-Lease Deed, the Sub-Lessee's rights would cease to exist in case of cancellation of Sub-Lease under the SEZ rules or under any other Act/Rules applicable to developers.

• Sub-Lessor shall appoint Food Committee which shall periodically review the food quality and other related aspects and make recommendation.

(27) Validity of offer: This offer shall remain valid till 20 March 2018.

(28) Acceptance of offer: Acceptance of this offer must be made by signing this letter in duplicate and returning both copies to the Sub-Lessor with Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) Security Deposit and balance 3 months on signing of Sub-Lease Deed or handover of space whichever is earlier.

The Sub-Lessee may make payment by way of NEFT/RTGS/demand draft or consolidated account payee cheque in favour of “Ascendas IT Park (Pune) Private Limited” payable at Pune.

(29) Confidentiality of Information: Without prejudice to any other rights or remedies the Sub-Lessor is entitled to, the Sub-Lessee will not disclose to any third party any information in respect of or arising from or in connection with the terms, conditions and provisions of the Sub-Lease of the Premises whether contained in the Sub-Lease or in previous or subsequent correspondence or otherwise, unless such disclosure is required by Law or with the prior consent of the Sub-Lessor.

For Happy Singh Food Express
Jagjeet
Proprietor
| (30) | Statutory regulations under Indian laws | The Sub-Lessee shall comply with all the central and state laws and applicable amendments from time to time. If the same is not compiled or adhered to by the Sub-Lessee, then in that case Sub-Lease Deed with the Sub-Lessee will be terminated without any notice, and Sub-Lessee will pay all the penalty as per the regulations, notices and instructions from central/state departments as imposed. A copy of all statutory compliances as per the norms to be submitted to the Sub-Lessor every month for review. |
| (31) | Governing Law | This LOO is governed by laws of India and is subject to the jurisdiction of the civil courts in Pune, India. |

Notwithstanding anything contained hereinbefore, this offer is subject to any force majeure events and restrictions/changes in the applicable laws.

Thanking you and assuring you of our best attention at all times.

Yours faithfully,
For Ascendas IT Park (Pune) Private Limited

Abhijit Kukade
Authorised Signatory

We hereby accept the offer on the above terms and conditions.

For Happy Singh Food Express

For Happy Singh Food Express

(proprietor)

Signature & Name of Authorized Signatory

Date: 6 March 2018.

Company Stamp:
ANNEXURE 1

A - Sub-Lessors Scope

1. Inside Kitchen, Water connection, drainage, Exhaust etc. will be provided.
2. Electric points will be provided.
3. Gas bank and gas pipeline up to the kiosk will be provided.
4. Common area electricity
5. Table cleaning, floor cleaning, washroom cleaning, Drinking Water etc. will be provided and maintained.
6. Kitchen Brick Partition if required will be done.

B - Sub-Leasees Scope:

1. Kitchen and Serving area electricity and water charges
2. Internal set up of kitchen and Kiosks area
3. Dishwashing Area Management
4. Arrangement of all Kitchen equipment
5. Arrangement of Bain Marie
6. Arrangement for Racks in Storage room
7. Arrangement of all kitchen utensils
8. Arrangement of food Plates etc.
9. Processing of waste food n garbage

For Happy Singh Food Express

Proprietor
ANNEXURE 2
Standard Operating Procedures for Sub-Lessee

1. Common areas and passage areas to be kept clean. No storage allowed.
2. Sub-Lessees list of staff members to be notified with name and addresses.
3. Staff to wear clean uniforms and relevant head gear.
4. Staff to only use staff toilets.
5. Sub-Lessees to provide their own cutlery, crockery, glasses, plate's etc. Sub-Lessor not responsible for the same.
6. Only designated signage areas to be used. Menus to be approved by Sub-Lessor.
7. Adherence to all applicable laws and to obtain all Sub-Leases.
8. Staff entrance to be used for movement of staff and goods.
9. No minors to be employed.
10. Disposal of garbage's with in Sub-Leased areas, responsibility of Sub-Lessee.
11. Food court is a designated non-smoking zone. Consumption of alcohol is prohibited.
12. Submit owners/partners name and addresses on letterhead.

For Happy Singh Food Express
Jagdeep
Proprietor
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For Happy Singh Food Express
Jagjeet
Proprietor
Annexure 3
Floor Plan depicting the Sub-Leased Premises

For Happy Singh Food Express
Jagsheer
Proprietor

CIN - U45202PN2005PTC130716
Ascendas IT Park (Pune) Private Limited
A JV Between Ascendas & MMR
International Tech Park Pune, Phase III
Kaula Jogeshi, Indore Tech Park, Phase I Bhopal
Pune 411 017, Maharastra, India
Legal - Srinivasan Viswanadhan
Email - pune_ascendas@arbhag.com
Website - www.ascendas-arbhag.com
www.ascendas.com
No. F.2/129/2005-EPZ
Government of India
Ministry of Commerce & Industry
Department of Commerce (SEZ Section)

Udyog Bhavan, New Delhi
Dated the 21st January, 2008

To
M/s. Ascendas IT Park (Pune) Private Limited
Business Centre
Le-Meridien, RBM Road
Pune – 411001
Maharashtra
(Fax: 020-66092550)

Subject: Approval of M/s. Ascendas IT Park (Pune) Private Limited as a co-developer in the IT/ITES Special Economic Zone at Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune Maharashtra proposed to be developed by Maharashtra Industrial Development Corporation-Reg.


Sir,

With reference to your above mentioned letter, Government of India is pleased to approve your proposal as Co-Developer for providing infrastructure facilities in the IT/ITES Special Economic Zone at Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune Maharashtra proposed to be developed by Maharashtra Industrial Development Corporation, as per the details given below:

1. **Name of the Co-Developer:** - Ascendas IT Park (Pune) Private Limited

2. **Details of facilities proposed to be provided:** Providing following infrastructure facilities in the SEZ:

   For developing infrastructure facilities in the 10 hectares area.

2. Your co-developer agreement dated 20th September, 2007 entered into with the Developer of the aforesaid IT/ITES Special Economic Zone for providing infrastructure and other common facilities shall form part of this approval.

(jw)
3. **General Conditions:-**

(i) The Co-developer shall provide infrastructure facilities, mentioned above, in the IT/ITES Special Economic Zone of Maharashtra Industrial Development Corporation in terms of the Special Economic Zones Act, 2005 and the rules and the orders made there-under.

(ii) The Co-developer shall execute Bond-cum-Legal Undertaking as required under the Special Economic Zone Rules, 2006 for the authorised operations.

(iii) The Co-developer shall obtain the required approval from various statutory authorities under relevant statutes and regulations of the Government of India and the State Government and local bodies.

(iv) The project shall be implemented and operated in terms of the Special Economic Zones Act, 2005 and the rules and orders made there-under.

(v) The Co-developer shall conform to environmental requirements.

(vi) The Co-developer shall abide by the local laws, rules, regulations or bye-laws in regard to area planning, sewerage disposal, pollution control, labour laws and the like as may be locally applicable.

(vii) The Co-developer shall raise the required funds for the facilities being created. External commercial borrowing, if any, will be as per the guidelines of the Ministry of Finance, Department of Economic Affairs, Government of India, New Delhi.

(viii) This approval is valid for a period of three years within which time the Co-developer shall create the approved facilities. The progress of implementation will be submitted to Government of India every six months.

(ix) This approval is liable to be suspended in case of violation of any of the terms and conditions stipulated herein.

(x) The operation and maintenance of the facilities will be made as per the standards specified in the proposal and to the satisfaction of the users.

(xi) The Co-developer shall maintain adequate manpower to provide the facilities.

(xii) The user charges will be finalized in consultation with the Development Commissioner and the users. This shall be subject to revision as per the agreed terms.

(xiii) The Co-developer shall obtain the approval of Board for specific activities proposed to be undertaken for development, operation and maintenance of Special Economic Zone. Based on the activities approved by the Board, the Co-developer shall be entitled for duty free import or domestic procurement of goods for the approved activities after the Special Economic Zone has been notified.

(xiv) The authorized operations shall be carried out in terms of the parameters laid down in the Special Economic Zones Act, 2005 and the rules and orders made there-under and in accordance with the proposal approved herein.

(xv) No duty free goods shall be available for personal use of, or consumption by officials, workers, staff or owners of the Unit or Developer.

(xvi) Normally, no extension of validity period of three years for implementation will be considered. Any request, however, may be considered by the Board,
on merits. Such request shall be submitted to the Government six months before expiry of the approval period.

4. This approval shall be also subject to other terms and conditions as approved by the Board of Approval.

5. The Co-developer may convey acceptance of all the terms and conditions indicated above within thirty days from the date of issue of this letter. All future correspondence may be addressed to the Director (SEZ), Department of Commerce, Udyog Bhavan, New Delhi-II.

6. The Co-developer shall furnish to the Development Commissioner, SEEPZ Special Economic Zone returns on import, procurement and utilization of goods, as provided for under the Special Economic Zone Rules, 2006.

Yours faithfully,

(VIJAY KUMAR)
Director
Tel: 23063434
E-mail: vkumar167@nic.in

To

1. Central Board of Excise and Customs (Shri Devender Dutt, Member (Customs), Department of Revenue, North Block, New Delhi. (Fax: 23092628)
2. Central Board of Direct Taxes (Shri Dinesh Verma, CIT (TFA), Department of Revenue, North Block, New Delhi. (23095479)
3. Ministry of Finance (Shri Rakesh Singh, Joint Secretary), Banking Division, Department of Economic Affairs. (Fax: 23367702/23360250)
4. Department of Industrial Policy and Promotion (Shri Gopal Krishna, Joint Secretary).
5. Ministry of Science and Technology (Dr. Laxman Prasad, Adviser & Head (TDT & NSTMIS), Technology Bhavan, Mehrauli Road, New Delhi. (Telefax: 26510686)
6. Additional Secretary and Development Commissioner (Small Scale Industry) (Shri Jawhar Sircar), Room No. 701, Nirman Bhavan, New Delhi. (Fax: 23062315)
7. Department of Information Technology (Shri M. Madhavan Nambiar, Additional Secretary), Electronics Niketan, 6, CGO Complex, New Delhi. (Fax: 24363101)
8. Ministry of Home Affairs (Shri Dipti Vilasa, Joint Secretary), North Block, New Delhi. (Fax: 23093153).
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8. Ministry of Home Affairs (Shri Dipti Vilasa, Joint Secretary), North Block, New Delhi. (Fax: 23093153).
9. Ministry of Defence (Shri Anand Misra, Joint Secretary (Coordination). (Fax: 23792043), South Block, New Delhi.
10. Ministry of Environment and Forests (Dr. Anand Kumar, Adviser), Room No. 554, Pariyavaran Bhavan, CGO Complex, New Delhi - 3. (Telefax: 24364592)
11. Legislative Department (Shri S.R.Dalheta, Joint Secretary and Legislative Counsel, Room No. 430, A-Wing, Shastri Bhavan, New Delhi). (Fax: 23354832)
12. Ministry of Overseas Indian Affairs (Shri G. Gurucharan, Joint Secretary (FS), Akbar Bhawan, Chanakyapuri, New Delhi. (Fax: 24674140)
13. Department of Urban Affairs, Town Country Planning Organisation, (Shri J.B.Kshirsagar, Chief Planner), Vikas Bhavan (E-Block), I.P. Estate, New Delhi. (Fax: 23073678/23879197)
14. Director General of Foreign Trade (Shri R.S.Gujral, DG), Department of Commerce, Udyog Bhavan, New Delhi.
15. Shri L.B. Singhal, Director General, Export Promotion Council for EOU/SEZ Units, 705, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066. (26165538).
16. Dr. Rupa Chanda, Professor, Indian Institute of Management, Bangalore, Bennerghata Road, Bangalore, Karnataka.
17. Development Commissioner, SEEPZ Special Economic Zone, Mumbai.
18. Government of Maharashtra (Shri V.K. Jairath, Secretary) Industries, Energy and Labour Department Mantralaya, Mumbai - 400 032. (Fax: 022-22824446).

Copy to PPS to CS/PPS to AS(RG)/PS to JS (AM)/PS to Dir (VK).