

**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. MANJRI STUD FARMS PVT. LTD. – SEZ PUNE.**

**VENUE : Conference Hall, BFC Building, 2nd Floor, Behind
the Office of Development Commissioner, SEEPZ –
SEZ, Andheri (East), Mumbai - 400 096.**

DATE : 26nd July, 2018.

TIME : 2:30 PM

MEETING OF THE APPROVAL COMMITTEE FOR SECTOR SPECIFIC SPECIAL ECONOMIC ZONE FOR IT/ITES AT PUNE UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER, SEEPZ-SEZ ON 26.07.2018.

INDEX

Agenda Item No.	Subject
Agenda item No. 01 : -	Confirmation of the Minutes of the meeting held on 22.06.2018.
Agenda item No. 02 : -	Application for addition of location with revision of projection for M/s. Accenture Solutions Pvt. Ltd.

Minutes of the 55th Meeting of the Approval Committee held under the Chairmanship of Joint Development Commissioner for Sector Specific Special Economic Zone for IT/ITES of M/s. The Manjri Stud Farm Pvt. Ltd.-SEZ located at SP Infocity, Phursungi, Pune, held on 22.06.2018 at Magarpatta City – SEZ, Pune.

-
- | | | |
|--------------------|---|--|
| 1. Name of the SEZ | : | M/s. The Manjri Stud Farm Pvt. Ltd. – SEZ. |
| 2. Sector | : | IT/ITES |
| 3. Meeting No. | : | 55 |
| 4. Date | : | 22.06.2018 |

Members Present

- | | | |
|---|---|--|
| 1. Shri. Maneesh Dudpuri
Deputy Commissioner | : | Nominee of Customs, Pune. |
| 2. Smt. Ranjana V. Pol
Industries Officer | : | Nominee of Joint Director of Industries, Pune. |
| 3. Shri. S. S. Dharmadhikari
Superintendent. | : | Nominee of CGST, Pune – II. |
| 4. Shri. Swapnil Patil
Dy. Commissioner, (Income Tax). | : | Nominee of Income Tax, Pune. |

Special Invitees:-

- | | | |
|--|---|--|
| 5. Shri. B. S. Chauhan,
Specified Officer,
Manjri – SEZ. | : | |
|--|---|--|

Agenda Item No. 01:- Confirmation of Minutes of the meeting held on 17.05.2018.

The Minutes of the 54th Meeting held on 17.05.2018 were confirmed.

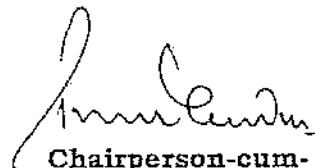
**Agenda Item No. 02: Approval for Monitoring of Performance of the unit
- M/s. Vanderlande Industries Software Pvt. Ltd.**

After deliberation, the Committee noted that the Performance of M/s. Vanderlande Industries Software Pvt. Ltd. in terms of Rule 54 of SEZ Rules, 2006 and also noted that the unit has achieved positive NFE of Rs. 11,255.24/- Lakhs on cumulative basis during the period 2013-14 to 2017-18.

**Agenda Item No. 03: Approval for setting up of a new unit - M/s. WNS
Global Services Pvt. Ltd.**

After deliberation, the Committee approved the proposal of M/s. WNS Global Services Pvt. Ltd. for setting up of a new unit for IT/IT Enabled Services namely Back Office Data Processing & Call Centre Services and Data Support Processing and Management, envisaging FOB Value of Exports of **Rs. 29,396/- Lakhs**, NFE of **Rs. 27,575/- Lakhs** and Employment **600** persons during their Five year projection period.

The meeting ended with a vote of thanks to the Chair.



**Chairperson-cum-
Joint Development Commissioner.**

**OFFICE OF THE DEVELOPMENT COMMISSIONER,
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,
ANDHERI (EAST), MUMBAI**

**AGENDA NOTE FOR CONSIDERATION OF THE UNIT APPROVAL
COMMITTEE**

a) Proposal: -

Approval for revised projections on addition of location for Accentures solution Private Limited, A unit of Manjri stud farm private limited- SEZ.

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

i).Unit Proposed for additional space of 79241 sft. At 5th & 6th floor Bloc 5, Building A of Manjri SEZ & subsequent revised projection in terms of export, import & NFE as under:-

DCP of the Unit-09.04.2015

5years Block Period is-2015-16 to 2019 -20

1. Unit has approved projection:-

Rs.in Lakhs

FOB Value of Export for the first 5 years 2015-16 to 2019-20	125993.07
Foreign Exchange outgo for the first 5 years	14767.67
Net foreign Exchange earnings for 5Yrs	111225.40
Employment	2160

2. Unit proposed for revised projection

FOB Value of Export for the first 5 years 2015-16 to 2019-20	(\$ 141944.28
*Foreign Exchange outgo for the first 5 years	16341.09
Net foreign Exchange earnings for 5Yrs.	125602.19
Employment	3119

ii) Unit has also proposed for the for cafeteria area of 9500 sft out of proposed additional space of 79241 sft.

c) **Relevant provisions: -**

For 1st Issue-As per the SEZ rule 19(2).

2nd issue- Proposed operation is not related to the approved authorized operation & there is no Provision in SEZ act and Rule.

d) **Other Information: -**

1.M/s.Accenture solution Pvt. Ltd., Located at Building no. 4, Block B and C, The Manjri Stud Farm Pvt Ltd.-SEZ, bearing Letter of Approval No. SEEPZ SEZ/MSFSEZ/ASPL/13/2014-15/14707 dated 16.12.2014.

2.Vide letter dated 26.06.2018 the Unit has submitted the application of addition of Space of 79,241 Sft to their existed location of 1,86,987 Sft.

3. Unit has submitted the LOI from Developer.

4. A copy of Board resolution for the decision of additional location is not submitted by the unit.

The proposal of the Developer is submitted to UAC dated 26.7.2018 for consideration.

Form - F

CONSOLIDATED APPLICATION FORM for - SETTING UP A UNIT IN SEZ

(See rule 17)

1. Setting up of units in Special Economic Zone;
2. Annual permission for sub-contracting;
3. Allotment of Importer Exporter Code Number;
4. Allotment of land/industrial sheds in the Special Economic Zone;
5. Water Connection;
6. Registration-cum-Membership Certificate;
7. Small Scale Industries Registration;
8. Registration with Central Pollution Control Board;
9. Power connection;
10. Building approval plan;
11. Sales Tax registration;
12. Approval from Inspectorate of factories;
13. Pollution control clearance, wherever required;
14. Any other approval as may be required from the State Government.

1. The application should be submitted to the Development Commissioner of the concerned Special Economic Zone in 5 copies alongwith a crossed Demand Draft of rupees five thousand drawn in favour of the Pay & Account Officer of the concerned Special Economic Zone together with a project report giving details of activities proposed.

For Official Use only

Application No.	111400002000
Date	08/11/2014
Details of Bank Draft	
Amount Rs.	5000.00
Draft No.	015764
Draft date	07/11/2014
Drawn on	Axis Bank Ltd
	(Name of the Bank)
Payable at	Mumbai

PART - I

1. Name and full address of applicant firm/ Company (in block letters)	ACCENTURE SOLUTIONS PVT. LTD.
Registered Office in case of limited company & Head Office for others	PLANT 3, GODREJ AND BOYCE COMPLEX, LBS MARG VIKROLI WEST MUMBAI MAHARASHTRA, INDIA
Pin Code	400079
Tel. No.	91-20-41451000
Fax No.	91-20-41451001
Permanent E-mail Address	pranay.mehta@accenture.com
Web-Site, if any	www.accenture.com
Passport No., if any	
Name of Bank with Address & Account No.	Bank of America Nariman Point, Mumbai 620572447017
Digital Signature	
Income Tax PAN (attach copy)	AAACH3235M

(ii) Specify whether own Effluent Treatment Plant will be created.

Yes

5. Requirement of Power

(in KVA)

4215.00

IX. Employment

Men

Women

1518

651

X. Whether foreign technology agreement is envisaged

(Mark for the appropriate entry)

Yes

No

(I) Name and Full Address of foreign collaborator

Name of the Foreign Collaborator	Address
NA	NA

(ii) Nature of Collaboration

1. Equity Participation including Foreign Investment

(i)		Proposed		Existing	
		(\$ in thousand)	(Rs. in lakhs)	(\$ in thousand)	(Rs. in lakhs)
(a)	Authorised	0.00	0.00	2053.85	1235.00
(b)	Subscribed	0.00	0.00	499.15	300.14
(c)	Paid up Capital	0.00	0.00	499.15	300.14

Note: If it is an existing company, give the break up of existing and proposed capital structure.

(ii) Pattern of share holding in the paid-up capital (Amount in Rupees)

(a)	(Rs. in lakhs)	(US \$ Thousand)
(b) Foreign holding	300.14	499.15
(b) Non Resident Indian company / Individual holding		
(i) Repatriable	0.00	0.00
(ii) Non-repatriable	0.00	0.00
(c) Resident holding	0.00	0.00
(d) Total Equity	300.14	499.15
(e) External commercial Borrowing (give details)	0.00	0.00

Remarks

2. Technical collaboration (furnish details in project report)

Monetary Details for NA

(a)	(Gross of Taxes)
(a) Lumpsum payment	NA
(b) Design & Drawing fee	NA
(c) Payment to foreign technician	NA
(d) Royalty (on exports %)	NA
(e) Royalty (on domestic tariff area sales if envisaged)	NA
(f) Duration of agreement (Number of years)	NA

3. Marketing collaboration (furnish details in project report)

Marketing Collaboration Name	Description
NA	NA

XI. Foreign Exchange Balance sheet

2169
+ 977
3146

NA
1574
677

EWB

Year	1st	2nd	3rd	4th	5th	Total (Rs. in lakhs)	Total (\$ in thousands)
1. FOB value of exports in first five years.	3275.44	28471.94	29895.54	31390.32	32959.83	125993.07	209534.45
2. * Foreign Exchange outgo on for the first five years.	2495.92	2647.19	2989.55	3139.03	3295.98	14767.67	24559.57
3. Net Foreign Exchange earnings for the first five years (1) - (2)	779.52	25624.75	26905.99	28251.29	29663.85	111225.40	184974.88

* Foreign exchange outgo shall include the CIF value of import of machinery, raw material, components, consumables, spares, packing materials and amount of repatriation of dividends and profits, royalty, lumpsum knowhow fee, design and drawing fee, payment of foreign technicians, payment on training of Indian technicians abroad, commission on export, interest on external commercial borrowings, interest on deferred payment credit and any other payments.

XII. Other information

(i) Any special feature of the project proposal which you want to highlight.

NA

(ii) Whether the applicant has been issued any Industrial license or LOI/LOA under EOU/SEZ/STP/EHTP scheme. If so, give full particulars, namely reference number, date of issue, items of manufacture and progress of implementation of each project.

LOA No. SEEPZ/SEZ/ASPL/02/2011-12/528 dated 13.01.2011 and SEZ/PUNE/19/2007-08/12 dated 05.02.2008

(iii) Specify, if any application submitted before is pending.

NA

(iv) Whether the applicant or any of the partner/Director who are also partners/Directors of another company or firms its associate concerns are being proceeded against or have been debarred from getting any License/Letter of Intent/Letter of Permission under Foreign Trade (Development and Regulation) Act, 1992 or Foreign Exchange Management Act, 1999 or Customs Act, 1962 or Central Excise Act, 1944.

N.A.

Place : Bangalore
Date : 19/07/2018

Official Seal/Stamp :

Name in Block Letters
Designation
Tel. No.
e-mail
Web-Site, if any
Full Residential Address

RAJASHEKAR B H
General Manager
91-80-41864508
rajashekar.hariharan@accenture.com
www.accenture.com
No. 58, 1st Cross, Sagar Lay Out,
Devarachikkanahalli, Bangalore, Karnataka,
India, 560076

UNDERTAKING

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief. I/We shall abide by any other condition, which may be stipulated by the Development Commissioner. I/We fully understand that any Permission Letter/Approval granted to me/us on the basis of the statement furnished is liable to cancellation or any other action that may be taken having regard to the circumstances of the case if it is found that any of the statements or facts therein furnished are incorrect or false. An affidavit duly sworn in support of the above information is enclosed.

Place : Bangalore
Date : 19/07/2018

Official

Signature of the Applicant
Name in Block Letters
Designation
Full Official address

RAJASHEKAR B H
General Manager
PLANT 3, GODREJ AND BOYCE COMPLEX,
LBS MARG
VIKHROLI WEST
MUMBAI
MAHARASHTRA, INDIA
91-20-41451000

Tel. No.

Accenture

UAE
Matter

ADC

97

June 26, 2018

To,
Development Commissioner
SEEPZ-Special Economic Zone,
Govt. of India, MOC & I,
Andheri (East), Mumbai – 400 096

Subject: -Expansion of additional area at M/s Manjri Stud Farm Pvt Ltd - SEZ.
Ref: - SEZ-Online RID No. 421800177783.

Reference: - LOA No. SEEPZ SEZ/MSFSEZ/ASPL/13/2014-15/14707 dated 16.12.2014

Dear Sir,

We are holding above referred Letter of Approval issued by your office for our SEZ Unit located at Ground and 1st Floor of Building No. 4, Block 'B' and 'C', The Manjri Stud Farm Pvt. Ltd, SEZ, SP Infocity, S. No. 209, Next to Satyapuram Society, Pune –Saswad Road, Phursungi, Taluka Haveli, Pune -412 308 for authorized operation of Software Development and IT Enabled Services.

We are currently operating in Ground and 1st Floor of Building No. 4, Block 'B' and 'C', The Manjri Stud Farm Pvt. Ltd, SEZ, SP Infocity, S. No. 209, Next to Satyapuram Society, Pune –Saswad Road, Phursungi, Taluka Haveli, Pune - 412 308 (occupying 186987 sq. ft.). With the additional demand for our existing business in the aforesaid area, we require an additional space of 79,241sq. ft. at 5th (41,510 sqft.) and 6th (37,731 sqft.) Floors, SP Infocity, Block 5 Building A, The Manjri Stud Farm Pvt. Ltd, SEZ, SP Infocity, S. No. 209, Next to Satyapuram Society, Pune –Saswad Road, Phursungi, Taluka Haveli, Pune -412 308.

Further would like to inform you that the total area of 79,241sq. ft. is inclusive of cafeteria (9500 sq. ft. approx.) which would be used as captive exclusively for Accenture Employees.

We envisage enhanced export as below post our proposal for expansion as we expect to add additional 950 employees.

(\$ conversion rate: 1\$ = INR 66.73)

	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Year 5 (2019-20)	Total INR. in lakhs	Total \$ in thousands
1. FOB Value of Exports for the first 5 years	3275.44	28471.94	29895.54	33750.81	46550.55	141944.28	212714.34
2. * Foreign Exchange outgo for the first 5 years	2495.92	2847.19	2989.55	4032.91	3975.52	16341.09	24488.37
3. Net Foreign Exchange earnings for the first 5 years	779.52	25624.75	26905.99	29717.90	42575.03	125602.19	188225.97



Handwritten signature

5954
29/6/18

Contd/.....2

Accenture Solutions Pvt. Ltd.
Building No. 4, Block 'B' and 'C'
The Manjri Stud Farm Pvt. Ltd., SEZ
SP Infocity, S. No. 209, Pune – Saswad Road
Phursungi, Taluka Haveli,
Pune – 412 308

Registered Office:
Accenture Solutions Pvt. Ltd.
Plant-3, Godrej & Boyce Complex, LBS marg
Vikhroli (W), Mumbai 400 079, Maharashtra • India
Tel: 022 6630 3000 • Fax: 022 2518 8286
CIN - U72400MH1990PTC057492

5/21/18

/....2..../

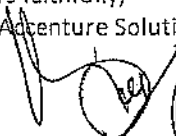
We, further wish to confirm that we have balance of INR 333.17 Lakhs in existing Bond cum LUT as on June '2018. This will be sufficient for import and indigenous capital goods required for expansion, hence we will execute additional BCLUT as and when the balance reaches minimum value. We have also applied for changes in area (additional) in SEZ Online system (RID No. 421800177783).

We hereby enclose following documents for your perusal. Request you to take the above in your records and provide necessary permissions / approval for inclusion of above mentioned additional space in our existing LOA to enable us to proceed to commence our authorized operation in additional space.

- a. Form F (In Quintuplicate).
- b. Copy of NOC issued by the developer.
- c. Copy of Agreement to Lease.
- d. Copy of Memorandum and Article of Association.
- e. Copy of List of Directors.
- f. Floor plan.

Thanking you,

Yours faithfully,
For Accenture Solutions Private Limited,


Rajashekar B H
General Manager – Logistics & Compliance



Encl: As above.

LIST OF CAPITAL GOODS

IMPORTED:

Sr. No.	Item Description	Estimated value in Rs. Lacs	FY 2018-19	FY 2019-20
1	Desktops, Laptops & Servers, Software/ licenses	294.00	176.40	117.60
2	Networking Equipment's: Network Cables, Patch Cords, Patch Panels, Cat Cables, Network Switches, Multiplexer, Routers, Hubs Modems, etc	200.00	120.00	80.00
3	Office Equipment: Overhead Projectors, LCD Projectors, Video-Conferencing equipment's, Audio Conferencing Equipment's, IP Phones, Telephone instruments, Heavy Duty Printers, Laser Printers, Scanner, Tele-conferencing equipment's, EPABX Systems, Energy Saving Equipment's, Air conditioners, Anti-Static Carpets, Access Control System, Security System, Modular Furniture, Software's, Chairs, Civil and Interior Equipment's, Electric Panel, Electrical Cables & Fittings Building Management Systems, Firefighting equipment's, etc.	282.00	225.60	56.40
Total		776.00	522.00	254.00

INDIGENIOUS

Sr. No.	Item Description	Estimated value in Rs. Lacs	FY 2018-19	FY 2019-20
1	Desktop, Laptops & Servers	73.00	44.00	29.00
2	Networking Equipment's: Network Cables, Patch Cords, Patch Panels, Cat Cables, Network Switches, Multiplexer, Routers, Hubs Modems	50.00	40.00	10.00
3	Office Equipment: Overhead Projectors, LCD Projectors, Video-Conferencing equipment's, Audio Conferencing Equipment's, IP Phones, Telephone instruments, Heavy Duty Printers, Laser Printers, Scanner, Tele-conferencing equipment's, EPABX Systems, Energy Saving Equipment's, Air conditioners, Anti-Static Carpets, Access Control System, Security System, Modular Furniture, Software's, Chairs, Civil and Interior Equipment's, Electric Panel, Electrical Cables & Fittings Building Management Systems, Firefighting equipment's, etc.	847.00	677.00	170.00
Total		970.00	761.00	209.00

For Accenture Solutions Private Limited

Rajashekar B H
General Manager - Logistics & Compliance



Accenture Solutions Pvt. Ltd.
Building No. 4, Block 'B' and 'C'
The Mangal Srad Farm Pvt. Ltd., SEZ
S2 India City, S. No. 209, Fine - Siswad Road
Pune, Maharashtra
Pune - 412 303
GSTIN: 27BAC0MRS990PT0057492

Registered Office
Accenture Solutions Pvt. Ltd.
Plot-2, Gajraj & Rajee Complex, LBS Marg
Village - M.V. Ambedkar 400 079, Maharashtra, India
Tel: 022-560 2000 | Fax: 022 2518 8285
CPV:-

**THE MANJRI STUD FARM
PRIVATE LIMITED**
IT & ITES SPECIAL ECONOMIC ZONE
(Notification No.-396 Dt. 11/4/2007)

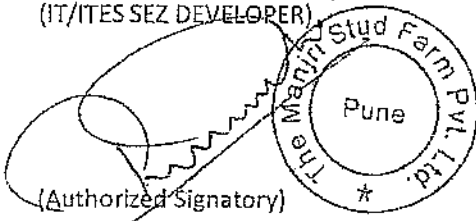
TO WHOMSOEVER IT MAY CONCERN

We The Manjri Stud Farm Pvt. Ltd., the developer of the project "SP Infocity (SEZ)" situated at S. No 209, Next to Satyapuram Society, Pune Saswad Road, Phursungi, Pune 412 308. (the said Project), confirm having agreed to give the premises having a leasable built-up area of approx. 79,241 sft., on the 5th and 6th Floor in Building 5A, of the said Project, on lease to Accenture Solutions Private Limited, by and under the terms of the Trigger Letter executed on June 1, 2018.

We hereby confirm that we have no objection to Accenture Solutions Private Limited using the said premises as an SEZ Unit.

Yours faithfully

For MANJRI STUD FARM PVT. LTD.
(IT/ITES SEZ DEVELOPER)


(Authorized Signatory)

SEZ Address : SP Infocity (SEZ) : Survey No. 209, Next to Satyapuram Society, Pune Saswad Road, Phursungi, Pune - 412 308
Tel : (020) 6672 6300, 6672 6365 email : manjri@shapoorji.com Website: www.sprealestate.in
Regd. Office : 70, Nagindas Master Road, Fort, Mumbai - 400 023. CIN NO. : U01211MH1939PTC003017

**THE MANJRI STUD FARM
PRIVATE LIMITED**
IT & ITES SPECIAL ECONOMIC ZONE
(Notification No.-396 Dt. 11/4/2007)

Date : 14th June 2018

To,

M/s Accenture Solutions Pvt Ltd,
Plant 3, Godrej & Boyce Complex,
LBS Marg, Vikroli (West),
Mumbai – 400 079.

Dear Sirs,

Ref: Your e-mail dated 14th June 2018 requesting for NOC to establish a cafeteria in the demised premises leased out to you vide Trigger Letter dated 1st June 2018.

Further, we acknowledge the receipt of your mail dated 14.06.2018 under reference and in reply there to we would like to inform you that we have no objection in your establishing a cafeteria in the demised premises admeasuring approx. 9500 sft, to cater to the needs of your employees and contractors.

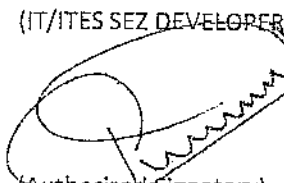
We hereby accord our "No Objection" to your establishing a cafeteria within the demised premises subject to the following terms and conditions –

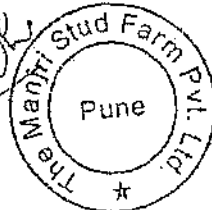
- 1) You shall be solely liable to avail / obtain and maintain appropriate permissions and licenses in your name from the appropriate authorities including but not limited to Fire Department, District Collector, Director of Industries and Municipal Office;
- 2) You shall maintain the cafeteria in proper hygiene and take adequate measures to safeguard the life and property against any untoward incidents;
- 3) You shall not use or store inflammable articles like petrol, kerosene, gas cylinders etc in the cafeteria or any part of the demises premises;
- 4) The installing and running of the cafeteria is solely your decision and neither our company nor any of the directors or officers shall be held liable for any accidents by virtue of the running of the cafeteria;

This letter has been issued to facilitate the the SEZ Unit approval process only.

Yours faithfully

For MANJRI STUD FARM PVT. LTD.
(IT/ITES SEZ DEVELOPER)


(Authorized Signatory)



SEZ Address : SP Infocity (SEZ) : Survey No. 209, Next to Satyapuram Society, Pune Saswad Road, Phursungi, Pune - 412 308
Tel : (020) 6672 6300, 6672 6365 email : manjri@shapoorji.com Website: www.sprealstate.in
Regd. Office : 70, Nagindas Master Road, Fort, Mumbai - 400 023. CIN NO. : U01211MH1939PTC003017

**THE MANJRI STUD FARM
PRIVATE LIMITED**
IT & ITES SPECIAL ECONOMIC ZONE
(Notification No.-396 Dt. 11/4/2007)

Date : 14th June 2018

To,

M/s Accenture Solutions Pvt Ltd,
Plant 3, Godrej & Boyce Complex,
LBS Marg, Vikroli (West),
Mumbai – 400 079.

Kind Attn: Mr. Sanjay Baurai

Sub: Confirmation of Infrastructure facilities as per Rule 5A of SEZ

Dear Sir,

With reference to the Trigger Letter signed on June 1, 2018 between both parties, we in principle agree to lease to Accenture Solutions Pvt Ltd, a space admeasuring approx. 79,241 sft. On the 5th & 6th Floor in Building 5A in SP Infocity , S.No 209, Pune Saswad Road, Pune, Maharashtra - 412308 .

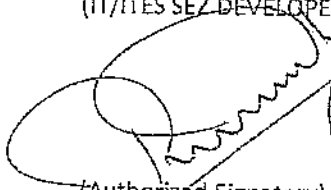
We hereby confirm the following infrastructure facilities as per Rule 5A of SEZ Rule 2006.

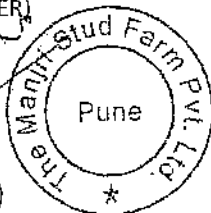
- 1) Twenty-four hours uninterrupted power supply at stable frequency in the zone.
- 2) Reliable connectivity for uninterrupted and secure data transmission.
- 3) Provision of air-cooled chiller air-conditioning system.
- 4) Ready to use warmshell facility-for end users.

Kindly acknowledge.

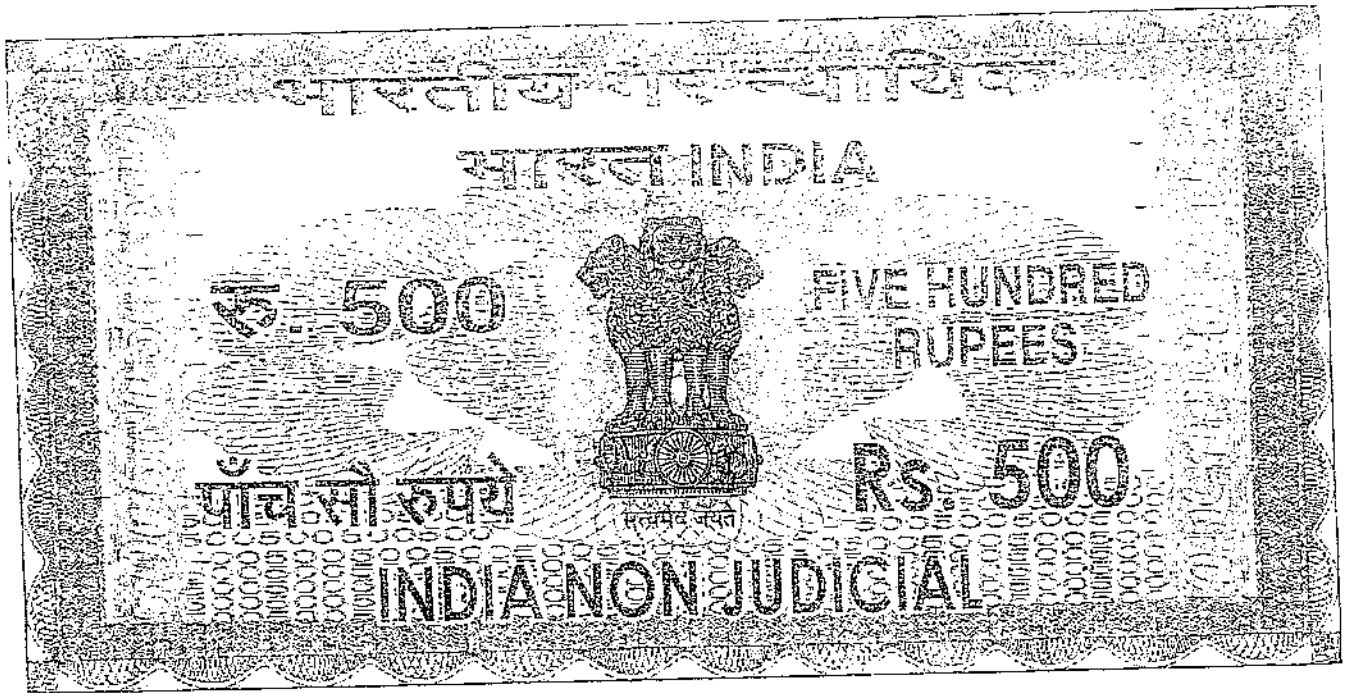
Yours faithfully

For MANJRI STUD FARM PVT. LTD.
(IT/ITES SEZ DEVELOPER)


(Authorized Signatory)



SEZ Address : SP Infocity (SEZ) : Survey No. 209, Next to Satyapuram Society, Pune Saswad Road, Phursungi, Pune - 412 308
Tel : (020) 6672 6300, 6672 6365 email : manjri@shapoorji.com Website: www.sprealestate.in
Regd. Office : 70, Nagindas Master Road, Fort, Mumbai - 400 023. CIN NO. : U01211MH1939PTC003017



महाराष्ट्र MAHARASHTRA

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108770 20 FEB 2018

क्रमांक दि. रु. रकम 500/-

कर्ताचे नाव

कर्म नोंदणी करणाऱ्या आहेत का? होय/नाही.

विक्रयकर्त्याचे नाव

पुढाक विकत घेणाऱ्याचे नाव

पत्ता

दुसऱ्या पक्षकाराचे नाव

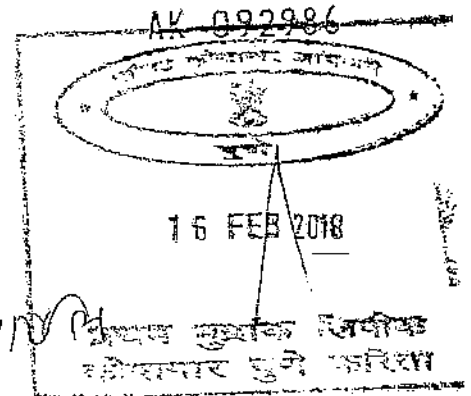
हस्त लेखणीचे नाव व पत्ता

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विक्रय कर देणाऱ्या व्यक्तीचे नाव
पत्ता

पुढाक विकत घेणाऱ्याची सही

ज्या करणाऱ्यांनी ज्यांनी पुढाक घेतली वेळ, त्यांनी त्याच ठिकाणावर पुढाक घेतली केल्यामुळे ६ महिन्यात कायदा संपन्न करणार आहे.



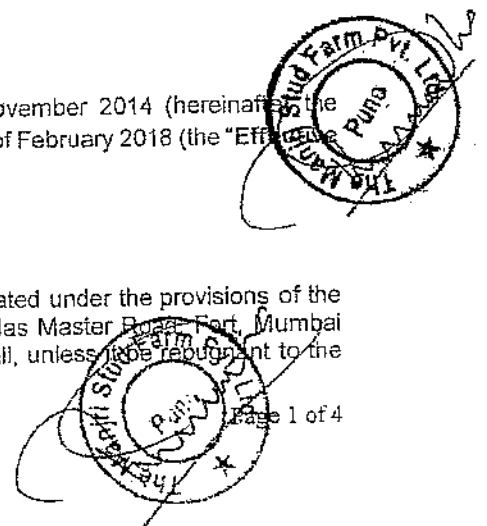
AMENDMENT AGREEMENT

This Amendment to the Agreement to Lease dated 5th day of November 2014 (hereinafter referred to as the "Amendment Agreement") is made and executed on this 20th day of February 2018 (the "Effective Date") at Pune

BY AND BETWEEN

THE MANJRI STUD FARM PRIVATE LIMITED, a company incorporated under the provisions of the (Indian) Companies Act, 1956, with its registered office at 70, Nagindas Master Road, Fort, Mumbai 400025 (hereinafter referred to as the "Lessor", which expression shall, unless the context requires to the contrary, include its successors and assigns),

Authorised Signatory



context or meaning thereof, be deemed to include its successors-in-interest, representatives and permitted and assigns) and acting through its authorised signatory, Mr. Prasanth Gopinath appointed vide Board Resolution dated 13th June, 2017 of the FIRST PART;

AND

ACCENTURE SOLUTIONS PRIVATE LIMITED, a company incorporated under the provisions of the [Indian] Companies Act, 1956, with its registered office at Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West), Mumbai – 400 079 (hereinafter referred to as the "Lessee", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its administrators, executors, successors and permitted assigns) and acting through its authorised signatory, Mr. Sanjay Baurai, appointed vide Board Resolution dated 10th December 2013 of the SECOND PART;

(The Lessors and the Lessee shall hereinafter be referred to as such or collectively as "Parties" and individually as "Party", as the context may require);

- A. WHEREAS the Lessor, with the consent of the Land Owners, has entered into an Agreement to Lease dated 5th November, 2014 ("Agreement to Lease") with the Lessee for lease of certain portions of SP Info city (the Building) in parts and in phases as set out in the Agreement to Lease (referred to as the "Premises" in the Agreement to Lease), followed by additional areas (named as Hard Options) as set out in the Agreement to Lease, all of which shall, when Lease Deeds in respect of each of such premises is executed, be deemed to have been included and form part of the "Premises";
- B. AND WHEREAS as per Clause 8 of the said Agreement to Lease, Hard Option 9 and 10 for Block 5C, admeasuring approx. 84,605 sqft and 1,69,210 sqft has not been exercised by the Lessee. The Lessors have approached the Lessee to relinquish/ surrender its rights to exercise the Hard Option 6 and Hard Option 7 for the ground, 1st, 2nd and 3rd Floors admeasuring 198,633 sqft in Block 5B citing demand from one of their other client.
- C. AND WHEREAS the Lessee has agreed to the request made by the Lessor to relinquish/ surrender its rights for the said Hard Option spaces under the Hard Option 6 and Hard Option 7 and to record the revised terms of understanding in this agreement;

NOW THEREFORE, in consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

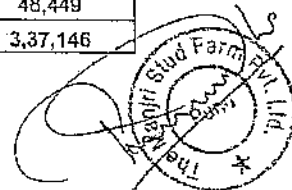
1. Clause 8.1 dealing with Hard Options shall be modified to read as under

"8.1 In addition to the Premises, the Lessor has agreed to provide to the Lessee, on exclusive basis, the following Hard Options on terms and conditions identical to the Premises and the Agreement to Lease executed on 5th November 2014.

Hard Option No.	Building	Floor	H.O Expiry Dates	Area in sft
6	5A	6th & 5th	01-Jun-18	79,241
7	5A	4th	01-Dec-18	41,510
8	5A	3rd	01-Jun-19	41,510
9	5A	2nd	01-Sep-19	41,510
10	5A	1st	01-Feb-20	40,942
11	5B	6th	01-Jun-20	43,985
12	5B	5th	01-Sep-20	48,449
				3,37,146

For Accenture Solutions Private Ltd.

Authorised Signatory



1.1 Clause 8.4 dealing with exercising of Hard Options will read as below

If the Lessee chooses not to exercise any of its available Hard Options, then such unexercised Hard Option alone shall expire on agreed Hard Option Expiry Date and remaining Hard Options shall continue to be available for disposal by Lessee. It is clarified that the Hard Options shall be exercised by the Lessee in ascending order and on failure or refusal to exercise any Hard Option on part of the Lessee, the Hard Options will expire in ascending order, such that all floors are provided by the Lessor in a contiguous manner.

2. BINDING OBLIGATIONS.

This Amendment Agreement and all rights and duties hereunder shall inure to the benefit of, and be binding upon, the Lessor and the Lessee and their respective personal representatives, administrators, executors, heirs, successors and assigns.

3. DISPUTE RESOLUTION AND JURISDICTION.

3.1 Disputes: The Parties shall attempt to amicably settle any dispute arising out of this Deed and the obligations thereunder (the "Dispute"). Either Party may give written notice of a Dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the applicable Party.

3.2 Arbitration: If any Dispute arising between the Parties is not amicably settled within fifteen (15) days of commencement of amicable attempts to settle the same as provided above, the Dispute shall be referred to, and be finally settled by, arbitration. The Parties agree that the arbitration proceedings will be conducted at Bangalore and shall be governed by the provisions of the [Indian] Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The Parties agree that the Dispute shall be adjudicated by an arbitral tribunal consisting of three arbitrators. Each Party shall appoint one arbitrator each. The two arbitrators so appointed shall mutually nominate a third arbitrator who shall preside over the arbitration proceedings. The decision of the arbitrator(s) shall be final and binding on the Parties. The language of arbitration proceedings shall be English.

3.3 Jurisdiction: Subject to the foregoing the courts at Bangalore only shall have exclusive jurisdiction in all matters arising out of this Agreement or any arbitration as provided herein

4. GOVERNING LAW.

This Agreement and any other agreement between the Parties shall be governed and construed in accordance with the laws of the Republic of India.

5. COUNTERPARTS.

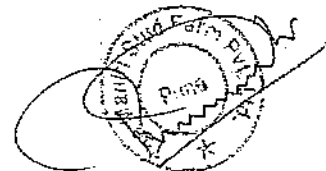
This Agreement may be executed in counterparts. Each such counterpart shall be considered an original for all legal purposes.

6. AMENDMENT.

Other than the aforesaid modification to the Agreement to Lease, all other terms and conditions of the Agreement to Lease shall remain unchanged and binding upon the Parties.

For Accenture Solutions Private Ltd.

Authorised Signatory



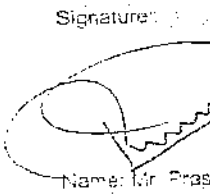
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

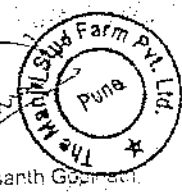
The Manjri Stud Farm Private Limited

Witness:

Signature:

Signature:


Name: Mr. Prasanth Gopal



Name:

Title: Head Commercial (Sales & Marketing)

Date:

Date: 20.02.2018

Address:

Accenture Solutions Private Limited

Witness:

Signature: Accenture Solutions Private Ltd.

Signature:

Authorized Signatory

Name: Mr. Sanjay Baurai

Name:

Title: Managing Director Work Place

Date:

Date:

Address:

Memorandum of Association

and

Articles of Association

Of

Accenture Solutions Private Limited

Certified True Copy

For Accenture Solutions Private Limited

Ulsha Suresh

Company Secretary



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Mumbai
Everest , 100 , Marine Drive Mumbai - 400002, Maharashtra, INDIA

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): : U72400MH1990PTC057492

I hereby certify that the name of the company has been changed from ZENTA PRIVATE LIMITED to Accenture Solutions Private Limited with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name ZENTA PRIVATE LIMITED

Given under my hand at Mumbai this Ninth day of December Two Thousand Fifteen.

Signature valid
Deputy Registrar of Companies
of Maharashtra
Mumbai

RAJENDER SINGH MEENA
Deputy Registrar of Companies
Registrar of Companies
Mumbai

Mailing Address as per record available in Registrar of Companies office:

Accenture Solutions Private Limited
4th Floor of Tower II of Phase II, Logitech Park, Andheri Kurla Road, Andheri (E),
Mumbai - 400072,
Maharashtra, INDIA

Certified True Copy

For Accenture Solutions Private Limited

Usha Suresh

Company Secretary

U 72400 MH 1990 FTC 057492

No. 11 : 57492

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
BOMBAY

(Under the Companies Act, 1956 (Act 1 of 1956))

In the matter of *
I hereby certify that ZENTA LIMITED

which was originally incorporated on 30th day of July
1990 under the Companies Act, 1956, and under the name
HIRANMANTI SOFTWARES AND SYSTEMS PRIVATE LIMITED

and upon an application made for reconversion into a private Company under
Section 31 (1) of the Companies Act, 1956 and approval of the Central Govt.
signified in writing having been accorded thereto vide this office letter No. ROC/Dela/u/s31(1)/57492 dt. 29/04/2005

the name of the said company is this day changed to
ZENTA PRIVATE LIMITED

Given under my hand at BOMBAY this 29th
day of APRIL 2005 [29th day of April 2005]



(A. S. SINGH)
ASST. REGISTRAR OF COMPANIES,
MAHARASHTRA, BOMBAY.

NOTE : * Here is the name of the company as existing prior to the change.

Certified True Copy

For Accenture Solutions Private Limited
Usha Srinivas
Company Secretary

U 72400 MW 1990 P/C 057492

No.11 - 57492

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI

In the matter of **ZENTA INDIA LIMITED**
I hereby approve and signify in writing under Section 21
of the Companies Act, 1956 (Act of 1956) read with the
Government of India, Ministry of Company Affairs,
Notification No. G.S.R. 507E dated the 24th June 1985 the
change of name of the Company.

from **ZENTA INDIA LIMITED**
to **ZENTA LIMITED**
and I hereby certify that **ZENTA INDIA LIMITED**

which was originally incorporated on 30th day of
July 1990 under the Companies Act, 1956 and under the name
HIRANANDANI SOFTWARES AND SYSTEMS PRIVATE LIMITED having
duly passed the necessary resolution in terms of Section 2(1)(b)
(a) of the Companies Act, 1956 the name of the said
Company is this day changed to
ZENTA LIMITED

and this
certificate is issued pursuant to Section 23(1) of the said Act
Given under my hand at **MUMBAI** this 23rd

JULY 2004



Asst. Registrar of Companies
Maharashtra, Mumbai

Certified True Copy

For Accenture Solutions Private Limited
Usha Suresh
Company Secretary

No. 11 : 57492

**CERTIFICATE OF CHANGE OF NAME
UNDER THE COMPANIES ACT, 1956.**

In the matter of ZENTA INDIA PRIVATE LIMITED

I do hereby certify that pursuant to the provisions of section 23 of Companies Act, 1956 and the Special Resolution passed under Sec. 31/44 of the Companies Act by the Company at its ~~XXXXXX~~ Extra-Ordinary General Meeting held on 03/06/2004

the name of "ZENTA INDIA PRIVATE LIMITED

has this day been changed to "ZENTA INDIA LIMITED

and that the said company has been duly incorporated as a company under the provisions of the said Act.



FIFTH day of JULY 2004

(C.V. SAJEEVAN)
Asstt. Registrar of Companies
Maharashtra, Mumbai.

Certified True Copy

For Accenture Solutions Private Limited

(Usha Sreenivas)

Company Secretary

No. 11- 57492

(Section 18(1) of the Companies Act, 1956)

CERTIFICATE OF REGISTRATION OF
SPECIAL RESOLUTION PASSED FOR
ALTERATION OF OBJECTS

M/s. ZENTA INDIA PRIVATE LIMITED

having by Special Resolution passed on 3rd June 2004
altered the provisions of its Memorandum of Association
with respect to its objects, and a copy of the said resolution
having been filed with this office on 15th June 2004

I hereby certify that the Special Resolution passed on 03/06/2004
together with the printed copy of the Memorandum of
Association, as altered, has this day been registered.

Given under my hand at MUMBAI
this 1st day of JULY

2004



(C. V. SAJEEVAN)
REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI.

Certified True Copy

For Accenture Solutions Private Limited

V. K. Suresh

Company Secretary

No. 11- 57492

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI.

In the matter of HIRANANDANI SOFTWARES AND
SYSTEMS PRIVATE LIMITED
I hereby approve and signify in writing under Section 21
of the Companies Act, 1956 (Act of 1956) read with the
Government of India, Department of Company Affairs,
Notification No. G.S.R. 507E dated the 24th June 1985 the
change of name of the Company,

from HIRANANDANI SOFTWARES AND SYSTEMS PRIVATE
LIMITED
to
ZENYA INDIA PRIVATE LIMITED

and I hereby certify that HIRANANDANI SOFTWARES AND
SYSTEMS PRIVATE LIMITED

which was originally incorporated on 30th
day of July 1990 under the Companies Act, 1956 and under the name
HIRANANDANI SOFTWARES AND SYSTEMS PRIVATE
LIMITED having
duly passed the necessary resolution in terms of section 21/22(1)
(a)/22(1) (b) of the Companies Act, 1956 the name of the said
Company is this day changed to
ZENYA INDIA PRIVATE LIMITED and this

certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at MUMBAI this 14th

JANUARY 2004



V. SAJDEVAN
Asst. Registrar of Companies
Maharashtra, Mumbai.

Certified True Copy

For Accenture Solutions Private Limited

Usha Gaur

Company Secretary



Form 1, 2

CERTIFICATE OF INCORPORATION

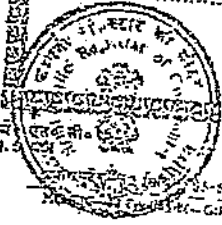
No. 11-57492 of 1990

By this certificate I certify that...

Hyderabadani Softwares and Systems Private Limited

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

Given under my hand at BOMBAY this THIRTIETH day of JULY One thousand nine hundred and NINETY



(R. ACHARYA)

Registrar of Companies

Form 1, 2 - (10-201) - 10-2-59-10,000

Certified True Copy
For Accenture Solutions Private Limited
Usha Suresh
Company Secretary



Registered Office:
Accenture Solutions Pvt. Ltd.
Plant-3, Godrej & Boyce Complex, LBS Marg
Vikhroli (W), Mumbai 400079, Maharashtra • India.
Tel : 022 6600 3000 • Fax : 022 4044 4420
www.accenture.com
CIN U72400MH1990PTC057492

ACCENTURE SOLUTIONS PRIVATE LIMITED
List of Directors as on June 26, 2018

List of Directors

1. Mr. Manish Sharma
2. Mr. Jal Master Rumi
3. Mr. Scott K Ahlstrom
4. Mr. Michael McDaniel

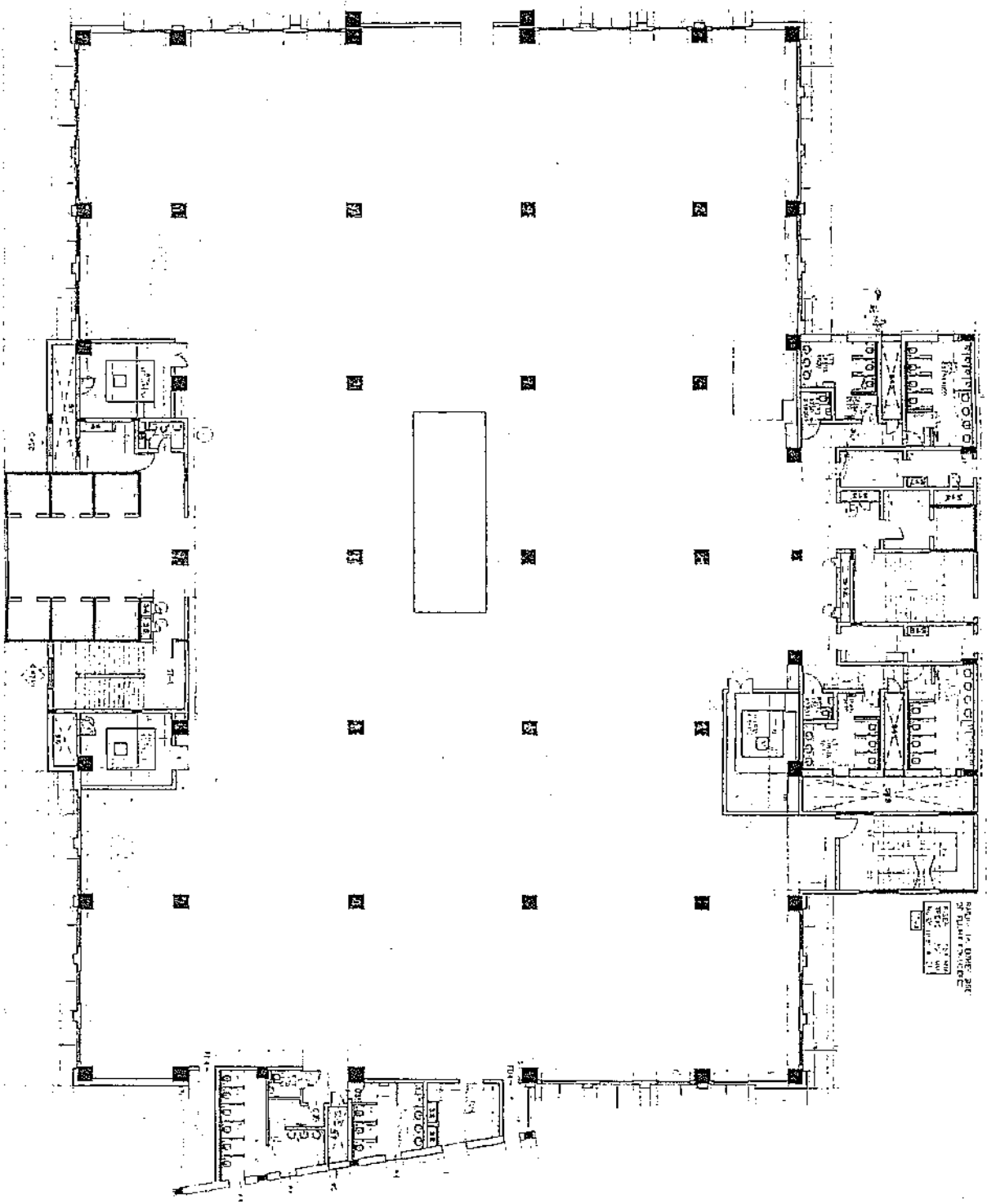
For Accenture Solutions Private Limited

Usha Suresh

Usha Suresh
Company Secretary
Membership No.:10952



June 26, 2018



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