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S. LAXMI NARAYANA
S.V.L.NO. 02/2006
H.NO.6-3-392,R.L.NO.....
BEHIND PUNDAGUTTA POLICE STATION
HYDERABAD
LICENCE NO. 12/2006



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LEASE DEED

This Lease Deed (the "LEASE DEED") is made and executed at Hyderabad on this the 20th day of September, 2016

BY AND BETWEEN

- JMKGEC REALTORS PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road, Secunderabad - 500 003 represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi.
 - SDNMKJ REALTY PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road, Secunderabad - 500 003 represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi.
- (hereinafter jointly and referred to as "Lessor" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), being the party of the one part;

AND

KARVY COMPUTERSHARE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at KARVY House, #46, Avenue 4, Street No 1, Banjara Hills #10, Hyderabad 500 034 (hereinafter referred to as "Lessee", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors) represented through its authorized signatory Mr. Haraprasad Panda, being the **PARTY OF THE OTHER PART.**

The Lessor and the Lessee are individually referred to as the "Party" and collectively as the "Parties".

For Ramky Estates & Farms Ltd.

[Handwritten Signature]
Authorised Signatory



[Handwritten Signature]
Director

[Handwritten Signature]
Director
For JMKGEC REALTORS PRIVATE LIMITED

RAMKY ESTATES AND FARMS LIMITED a company incorporated under the Companies Act, 1956 having its registered office at Ramky House, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad and Corporate Office at 9th Floor, Ramky Grandiose, Ramky Towers complex, Gachibowli, Hyderabad, represented by its duly authorized signatory, Sri. N. Venkata Ramana hereinafter referred to as **CONFIRMING PARTY**.

Definitions:

- **Demised Premises:** The Demised premises refers to the premises that is being taken on lease i.e., a total area of 26,480 sq ft on 4th floor of the Tower 'B' of Ramky Selenium.
- **Super Built-up Area:** Super Built-up area refers to the entire area that is being let out to the Lessee herein i.e., area equal to the demised premises i.e., 26,480 Sq.Ft. This area includes the columns on the floors.
- **Carpet Area:** The area of the super built-up area which excludes all Common areas and includes AHU rooms, toilets, electrical rooms, on each floor i.e., 21,054 Sq.Ft.
- **Common Area:** Common Area includes the following.
 - Atrium Area, All Floor Lift lobbies, LMR & Water tank, Service shafts at One floor Area.
 - Lower Basement : Staircase area, Lift Shaft area, Service & Main Lobbies & One floor
 - Service Shaft area
 - Upper Basement : Electrical Room, Staircase area, Lift Shaft area, Service & Main Lobbies, Drivers Toilet, Ladies Toilet.
 - Communication Room on all floors
- **Fit-outs & Fixtures:** Lessee has agreed to do the fit-outs and fixtures as described as Annexure .
- **Warm Shell Condition:** Defined in Recital 'G'

WHEREAS:

- (A) The Lessor herein is the owner and possessor of the 26,480 sq.ft. of premises comprising of 4th Floor in Tower B with effective car parkings of 35 numbers in Lower & Upper Basements in a building named as "RAMKY SELENIUM" constructed in an extent of Ac.3.38 Acres in Plot No. 31/part & Plot No. 32 situated in Sy.No. 115/22, 115/24 & 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, R.R.District [Hereinafter referred to as "the Property" for brevity sake and more clearly delineated as **SCHEDULE-A** and appended to this Deed.]
- (B) The Said building is granted with an Occupancy Certificate vide Permit No. 18505/HO/WZ/Cir-11/2010 dated 24-04-2013 by the IALA-APIIC in favour of M/s. Shriram Venture Ltd as the original allotment was made in its favour.

That M/s. Shriram Venture Ltd. had executed a Sale Deed in favour of Ramky Estates and farms Ltd. bearing document no. 1218/2013 dated 31/01/2013 on the file of District Registrar, Ranga Reddy.

For JMKGEC REALTORS PRIVATE LIMITED


Director

For Ramky Estates & Farms Ltd.


Authorised Signatory

For SDNMI REALTY PRIVATE LIMITED


Director





- (C) The demised property has been purchased by the Lessor from M/s Ramky Estates and Farms Limited vide sale deed bearing document No 5706/2016 dated May 03, 2016 registered at the office of S.R.O, Balanagar.
- (D) The Lessor has represented and warranted that the Lessors title to the Lessor's Premises is clear, marketable and free from all encumbrances. The Lessee has also been furnished with all the title documents in respect of the Lessor's Premises and has accordingly conducted the due diligence and has verified and satisfied itself of the title of the Lessor in respect of the Lessor's Premises.
- (E) The Lessee, being in need of suitable premises to house its offices, has requested the Lessor, to grant on lease, part of the Lessor's premises comprising an area of 26,480 sq. ft in fourth floor in Tower -B of Ramky Selenium, (hereinafter referred to as the "**Demised Premises**") along with the use of 35 car parking spaces (the "**Car Parking**") in the Lower and upper basements of the said Building. The Demised Premises along with the Car Parking area is more clearly delineated as **Schedule-B** appended hereto and the Floor plan of the Demised Premises is annexed hereto as **Annexure II**.
- (F) The Demised premises area efficiency is equal to the ratio of carpet area to super built-up area, which is agreed by the Lessor as 82%. Carpet area shall include all covered area which is at the exclusive use of the Lessee excluding common areas as defined above, but includes the AHU Rooms, Toilets, Electrical room etc. Both parties are satisfied with the joint measurement done and have agreed for the areas captured in this Lease Deed.
- (G) The Lessor has agreed to lease the Demised Premises in a Warm Shell Condition which shall include the facilities of
- (i) Electrical HT System and LT distribution system up to the level of each floor fully completed
 - (ii) Generator for 100% backup power fully installed and commissioned
 - (iii) Screed Flooring
 - (iv) Power plant and related equipment fully installed and commissioned with dual meters
 - (v) Chiller plant including Air Handling Unit (AHU) and British Thermal Unit (BTU) meters and associated Building Management System (BMS) at each floor fully installed
 - (vi) Elevators installed & operational
 - (vii) Common area finishes and lighting (lift lobbies etc.),
 - (viii) Fully finished & operational toilets
 - (ix) Raw power computed at the rate of 1 KVA for every 100 square feet of the super built up area exclusively for the demised premises.
 - (x) Sewerage Treatment Plant
 - (xi) Water Supply
 - (xii) Fire safety requirements as per applicable norms
 - (xiii) Emergency lighting and lighting for all common areas and utilities areas and external lighting through Inverter

The above facilities are hereinafter referred to as ("**Warm Shell Condition**")

For JMKGEC REALTORS PRIVATE LIMITED


Director
For Ramky Estates & Farms Ltd.


Authorised Signatory

For SDNMKJ REALTY PRIVATE LIMITED


Director



- (H) Pursuant to negotiations between the Parties, the Lessor has agreed to grant to the Lessee and the Lessee has agreed to take from the Lessor on lease, the Demised Premises for the lease rent (the "**Lease Rent**") reserved herein and on the terms and conditions herein provided.
- (I) The CONFIRMING PARTY is presently maintaining the total building i.e., Ramky Selenium and will continue to do so till a facility management agency is appointed by the association of Ramky Selenium and in view of this the CONFIRMING PARTY is arrayed as a party to this document.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

1. HANDOVER DATE, GRANT OF LEASE, LEASE TERM, LOCK IN PERIOD, LEASE RENT, ESCALATION, RENEWAL & SECURITY DEPOSIT

- 1.1 **Demised Premises:** The Demised Premises comprising of 26,480 sq. ft in fourth floor in Tower –B of Ramky Selenium, along with 35 number of car parking spaces.
- 1.2 **Rent Free Period:** The Lessee has completed the rent free period ("**Rent Free Period**").
- 1.3 **Lease Commencement Date:** The Lease is commenced as on the date of this document.
- 1.4 **Lease Term:** The Lease term in respect of the Demised Premises shall commence from the Lease Commencement Date and expire on 25th May 2023 ("**Lease Term**")
- 1.5 **Lock in Period:** The Lock in period for the Demised Premises shall be the entire Lease Term from the Lease Commencement Date ("**hereinafter referred to as the Lock in Period**").
- 1.5.1 The Lessor and the Lessee shall not be entitled to terminate the lease during the Lock in Period except either on account of material breach of the terms and conditions contained in this Lease Deed by either party, or by account of any order passed by any Authority whatsoever, which in the opinion of the Lessee, may hinder the rights of the Lessee under this Lease Deed towards the peaceful possession and enjoyment of the Demised Premises. For avoidance of doubt, the notice of termination in this context shall not be later than one month. However after the lock in period and during the Renewal term, if any, the Lessee shall be entitled to terminate the lease after giving at least 3 months written notice to the Lessor in that behalf.
- 1.5.2 In the event Lessee terminates the Lease Deed during the lock in period for reasons not attributable to the Lessor or in the event the Lessor terminates the Lease Deed during the lock-in period on account of material breach by the Lessee of the terms and conditions and its obligations contained herein, then in such event the Lessee shall without prejudice to all other rights of the Lessor be liable to pay to the Lessor sum equivalent to Rent for the period equivalent to remaining lock-in period.

For Ramky Estates & Farms Ltd.

For JMKGEC REALTORS PRIVATE LIMITED


Authorised Signatory

For SDNMKU REALTY PRIVATE LIMITED

1.5.3 In the event the Lessor terminates this Lease Deed for reasons other than material breach by Lessee of the terms and conditions and its obligations contained herein or in the event the Lessee terminates this Lease Deed at any time after the execution but prior to the Lease Commencement Date or during the lock-in period, on account of breach by the Lessor of the terms and conditions and its obligations contained herein, then in such event the Lessor shall without prejudice to all other rights of the Lessee refund the Security Deposit amount paid until then subject to deductions of outstanding dues of the Lessee, if any, against the peaceful handing over of the Demised Premises. In addition to the refund of the security deposit amount, the Lessor shall also be liable to pay the depreciated value of the fit-outs installed by the Lessee in the demised premises (refer to clause 23).

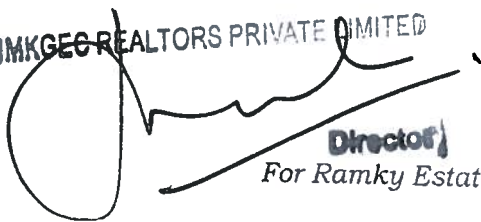
For the avoidance of doubt, the parties understand and agree that, where the Lessee has terminated this Lease Deed for breach by the Lessor of any of the terms of this Lease Deed, the Lessee shall be entitled for refund of the Security Deposit subject to deductions as stated above and shall not be liable to make any further payments to Lessor (including Rent for the remaining term of the lock-in period). In addition to the refund of the security deposit amount, the Lessor shall also be liable to pay the depreciated value of the fit-outs installed by the Lessee in the demised premises (refer to clause 23).

1.6 **Rent Commencement Date:** The Lessee shall pay a monthly Lease Rent (hereinafter referred to as the "Rent") in respect of the Demised Premises from September 01, 2016 onwards.

1.7 **Lease Rent for Demised Premises: Rs.25/- (Rupees Twenty Seven only)** per square foot of Chargeable Area i.e., Demised Premises (26,480 Sft) payable monthly in advance on or before the 7th day of every calendar month for the first three years commencing from the Rent Commencement Date. In the event that the Lessee defaults on the payment of the Rent beyond the due dates as agreed herein, interest will be levied @ 18% p.a from the due date for such delayed period. The Lease Rent payable by the Lessee to the Lessor under this deed shall be paid by direct deposit in Lessor's Bank account under RTGS Scheme. All amounts deposited by the Lessee in the aforesaid account shall be appropriated as stated in the Lease Deed.

1.8 **Interest Free Security Deposit:** The Lessee has on the date of execution of these presents paid to the Lessor the entire Security Deposit (the "Security Deposit") amount of Rs. 39,72,000/- (Rupees Thirty Nine Lakhs Seventy Two Thousand Only) equivalent to Six (6) months' Rent in respect of the Demised Premises. The Lessor shall return the Security Deposit to the Lessee at the time of termination of this Lease Deed as provided hereinabove and any delay in refunding the Security Deposit, the Lessor shall be liable to pay an interest of 18% p.a for the delay period and the Lessee shall be entitled to occupy the Demised Premises without payment of any Lease Rent, till the realization of the Security Deposit together with the interest

For JMKGEO REALTORS PRIVATE LIMITED



Director

For Ramky Estates & Farms Ltd.


Authorised Signatory



For SDN MKJ REALTY PRIVATE LIMITED


Director

The Security Deposit shall be held by the Lessor as and by way of an interest free refundable security deposit, to secure the due and faithful performance by the Lessee of the terms, conditions, obligations and covenants herein contained and on the part of the Lessee to be performed and complied.

- 1.9 **Escalation:** There shall be an escalation of 15% on the Rent in respect of the Demised Premises on the expiry of every three years (including the Renewed Term if any) from 15th August 2015:

To illustrate the escalation is shown as under:

Period	Rent (Rs / sq ft)
1 st to 3 rd Year	Rs. 25.00
4 th to 6 th Year	Rs. 28.75
7 th to 9 th Year	Rs. 33.06

- 1.10 **Renewal:** Subject to this Lease Deed not being terminated for any reason whatsoever, the Lessee at its own volition shall be entitled to renew the lease in respect of the Demised Premises for an additional term of 6 years from the expiry of the Lease. The said renewal shall be done by entering into a fresh lease deed with fresh terms and conditions prevailing in the market by giving at least 180 days advance written notice prior to the expiry of the Lease Term and in absence of such notice it is construed that the Lease stands terminated. However during the renewed term the Lessee shall not be entitled to any rent free period and the area to be taken on lease may change and vary according to the need and necessity of the Lessee at that point of time.

2. CAFETERIA SPACE ON TERRACE

The Confirming Party has provided temporary covered terrace space in the open area of the terrace in proportionate area occupied by the Lessee for use as Cafeteria Space. This offered space is to be furnished by the Lessee.

3. PURPOSE

The Lessee shall use the Demised Premises for its office use. The Lessee shall also be entitled to avail of uninterrupted, unhindered and complete access to the Demised Premises, car parks and all other services that shall be provided by the Lessor subject to the terms contained in this Lease Deed, on 24/7 basis during the entire lease term including the renewals thereof.

For JMKGEC REALTORS PRIVATE LIMITED



Director

For Ramky Estates & Farms Ltd.


Authorised Signatory



For SDNMKJ REALTY PRIVATE LIMITED



4. MAINTENANCE AND OTHER CHARGES:

(i) Building Maintenance Charges:

The Lessee shall on and from the Lease Commencement Date pay a monthly maintenance charges at Cost Plus 10% open book basis payable on monthly basis . on the chargeable area i.e., Demised Premises (26,480 Sft) (the "**Building Maintenance Charges**") to M/s Ramky Estates and Farms Limited (REFL), who are maintaining the building - towards the common area maintenance charges for the Building within seven (7) days of submission of invoice and after due verification failing which interest will be levied @ 18% p.a from due date till the date of payment. In case of any change in the above arrangement, same will be intimated by Lessor to Lessee in advance. Till the time of any such change, the Common area maintenance charges shall be payable to Ramky Estates and Farms Limited by the Lessee.

In case of any increase in Building Maintenance Charges, the Lessee agrees to pay Building Maintenance Charges on pro rata basis as per increased/revised rates on actuals subject to REFL or any such facility management agency who are operating the Demised Premises, substantiating such increase through documentary evidence.

(ii) Maintenance and AMC's and Power back up:

Annual Maintenance Contracts ("AMC") for capital equipment installed by Lessor's are part of Building Maintenance Charges.

Power Back-up Charges: The Lessee shall pay/reimburse the Lessor power back-up charges as per sub-meter installed to capture the same.

The Building Maintenance Charges and AMC/Maintenance Charges are collectively referred to as the "**Maintenance Charges**" and is payable once the invoice is submitted.

(iii) Outgoings

On and from the Lease Commencement Date:

- (a) The Lessee shall be liable to pay the electricity charges for electricity consumed pertaining to the Demised Premises at actuals. The main meter is in the name of REFL and the Lessor in turn is providing only a sub meter to each occupant including the Lessee. The transmission losses if any shall be part of Maintenance Charges.
- (b) The Lessee shall pay the proportionate water charges on actuals.
- (c) The Lessee shall pay/reimburse the Lessor for the cost incurred for Air Conditioning consumed as per the British Thermal Unit ("BTU") meter or in the event the BTU meter is not operational, on a proportionate basis, to be finally adjusted on commissioning of the said BTU meter. This consumption charge shall be chargeable at actuals. The Lessor shall be responsible for commissioning of the said BTU meter on or before the Lease Commencement Date.

For Ramky Estates & Farms Ltd.

Authorised Signatory

For JMKGEC REALTORS PRIVATE LIMITED

For SDMMKJ REALTY PRIVATE LIMITED

Director

- (d) The Lessee shall pay the above Outgoings to the Lessor or the facility management agency if any appointed by the Lessor within seven (7) days of the receipt of the invoice in that behalf failing which the Lessee shall be liable to pay interest @ 18% p.a from the due date until payment.

(iv) **Taxes:**

The Lessor shall be responsible for all past, present & future municipal taxes towards the Demised Premises during the Lease Term. The Lessee shall be liable to pay on and after the Lease Commencement Date taxes related to service tax and/or lease tax, VAT, if any, levied on the Rent, maintenance charges and or any other sum payable by the Lessee under the Lease Deed. The Lessor shall mention its service tax number on every invoice that is generated with respect to the payment of Rent.

The Rental invoices will be raised separately in the ratio of 50:50 by JMKGEC Realtors Private Limited and SDNMKJ Realty Private Limited for complying with the applicable provisions on Service Tax and TDS. However, the cumulative area and the rent per sq ft will be unchanged as per the terms of the lease deed.

5. COVENANTS OF THE LESSEE:

The Lessee hereby covenants with the Lessor as follows:

- a) To pay the monthly Lease Rent, Maintenance charges and all other sums payable under this deed in advance, on or before the respective due dates, without the necessity of any notice or demand from the Lessor or REFL or facility management agency, subject, however, to deductions of tax at source required to be made by law. It is agreed that in case the Lessee delays or defaults in payment of the Lease Rent Maintenance charges and all other sums payable under this deed in advance, on or before the respective due dates, the Lessee will be liable to pay the Lessor or REFL or facility management agency, as the case may be interest @ 18% per annum from the due date until the date of actual payment.
- b) To pay all water, electricity and other charges for utilities consumed in the Demised Premises from the Lease Commencement Date, at actuals as per the bills raised by the concerned authorities or the Lessor as the case may be.
- c) To make only non-structural improvements and alterations and additions to the Demised Premises as are permitted by local council and building regulations.
- d) To use the Demised Premises with due care and caution but subject to reasonable wear and tear and in keeping with the applicable municipal rules and regulations as they relate to Lessee's use of the Demised Premises.

For Ramky Estates & Farms Ltd.


Authorised Signatory

For JMKGEC REALTORS PRIVATE LIMITED


Director

For SDNMKJ REALTY PRIVATE LIMITED


Director



- e) To allow the Lessor and the Lessor's agents and servants, with prior written notice to the Lessee and at reasonable times agreed in advance by both the Parties, to enter the Demised Premises to inspect the same.
- f) Upon the expiry or earlier termination of the Lease Deed in accordance with the provisions hereof, to handover possession of the Demised Premises to the Lessor and leave behind all the fixed/immovable assets such as false ceiling, lighting, cabling, full/half height partitions, and other fixed improvements carried out by the Lessee at no additional cost to be paid by the Lessor. If any damage is caused to the Demised Premises other than normal wear and tear, the same shall be repaired by the Lessee at its own cost.
- g) Shall not store any hazardous or inflammable articles in the Demised Premises or in any proximity to the Demised Premises which could damage or harm persons or the Lessor's property.
- h) shall not do or cause to be done in the Demised Premises any act, deed, and matter or thing which may cause nuisance or annoyance to the Lessor or the other Unit Owners/holders in the Complex or whereby the rights of the Lessor with respect to the Demised Premises shall be in jeopardy or prejudiced in any manner whatsoever.
- i) The Lessee shall not induct any third party or create any third party interest in the Demised Premises or any part or portion thereof except as provided in clause 13 of this Lease Deed.

6. REPRESENTATIONS AND COVENANTS OF THE LESSOR:

The Lessor hereby represents with the Lessee as follows:

- i. It has clear and marketable title to the Demised Premises free from all encumbrances,
- ii. It has the full right, title, absolute power and authority to deal with the Demised Premises and to grant a lease in respect of the Demised Premises;
- iii. it has not entered into any memorandum of understanding, letter of intent, agreement or transactions with any third party with respect to the Demised Premises and there is no pending or threatened litigation in respect of the Demised Premises which would in any way affect the rights of the Lessee hereunder;
- iv. all permissions and approvals from the Government regarding construction and occupation has been obtained;
- v. the Demised Premises and every part thereof is free from all encumbrances including but not limited to sale, prior sales, prior agreement to sell, gift, mortgage, past or present litigation, acquisition, attachment in a decree of any court, lien, charges, court injunctions, lease agreement, license/user agreement, arrangements. The Lessor reserves the right to mortgage the Demised Premises to any bank/financial institutes for raising fun/loan. However in such case, the Lessee's interest will be protected as per the terms and conditions of this lease deed.

For Ramky Estates & Farms Ltd.


Authorised Signatory


For JMKGEC REALTORS PRIVATE LIMITED



For SDNMKA REALTY PRIVATE LIMITED

- vi. The Lessor also covenants and warrants that the demised premises or the land in which the demised premises is constructed do not form part of any investigations or inquiry/ies initiated by any Authority or a government agency, whatsoever.
- vii. Building is constructed as per the sanctioned building plans, is structurally sound and the Demised Premises can be utilized for the activities to be carried out by the Lessee.
- viii. There is no impediment or restriction which prevents the Lessor from executing this Lease Deed or carrying out its obligations hereunder or registering this Lease Deed with the appropriate authorities.
- ix. The Demised Premises can be legally used and occupied by the Lessee for carrying on its business from the Lease Commencement Date.
- x. On the Lessee paying the Rent hereinabove reserved and performing and observing all the covenants, conditions and agreements on the part of the Lessee to be observed and performed as hereinbefore contained, the Lessee shall hold and enjoy the Demised Premises during the Lease Term without any interruption by the Lessor or any person claiming under them or any of them.
- xi. The Lessor has procured the final Occupation Certificate and all other permissions necessary for the occupation and use of the Demised Premises.
- xii. The Lessor shall be fully responsible for carrying out all the structural repairs necessary to the Building, at its own cost, within a reasonable time. In case of major repairs including but not limited to bursting of water and sanitary pipes, cracks in roof or structure, seepage etc. and / or repairs, it shall be the responsibility of the Lessor to attend the same so long as such repair or works are not necessitated either at the instance of the Lessee or owing to any negligence on the part of the Lessee. The Lessor shall in such event ensure that they are attended to within a reasonable time of receiving the Lessee's written intimation, failing which the Lessee shall be entitled to attend to the same and recover the cost thereof from the Lessor either by deducting the same from the monthly Rent payable to the Lessor or otherwise.
- xiii. The Lessor shall also ensure the renewal of all the government permits including but not limited to the fire permission on a periodical basis and also ensure to provide a copy of such compliance to the Lessee.

7. TERMINATION

- i. Neither party is entitled to terminate the Lease Deed during the Lock in period except as provided hereinabove.
- ii. The failure by the Lessee to observe or perform any of the covenants, conditions or provisions of the Lease Deed to be observed or performed by Lessee shall be a default and breach under the Lease Deed by the Lessee, it being clarified that only a material breach other than in connection with the payment of lease rent, shall entitle the Lessor to terminate this Lease Deed subject to clause 1.6 supra.
- iii. Where the failure or breach of non-payment of Rent and other charges shall continue for a period of seven (7) days, after written notice to cure has been given by the Lessor to the Lessee intimating the Lessee of the breach or default of payment of rentals, the Lessor shall without prejudice to its rights and other remedies herein, be entitled to terminate the Lease on the expiry of the respective notice period.

For SDNMKJ REALTY PRIVATE LIMITED
Director

For Ramky Estates & Farms Ltd.

Authorised Signatory

For JMKGEC REALTORS PRIVATE LIMITED



- iv. In the event of a material breach by the Lessor during the lease term and in the event the Lessor failing to refund the Security Deposit subject to deductions as agreed herein simultaneously against the Lessee offering to vacate the Demised Premises as aforesaid and failing to pay the costs of the fit-outs and fixtures made by the Lessee, then in such event, the Lessee shall not be liable to return the Demised Premises nor shall be liable for payment of any compensation or amount for the period during which the Security Deposit after deductions as aforesaid remains unpaid and in addition thereto, the Lessor shall be liable to pay to the Lessee interest @ of 18% p.a on such outstanding Security Deposit amount from the date of expiry or termination until payment.
- v. In the event of the Lessee failing to vacate the Demised Premises on termination or expiry, then in such event, the Lessee shall, without prejudice to all other rights of the Lessor, be liable to pay to the Lessor, a sum equivalent to two (2) times the Lease Rent payable by the Lessee per day for each day's delay in handing over vacant and peaceful physical possession of the Demised Premises beyond the expiry date or termination date.

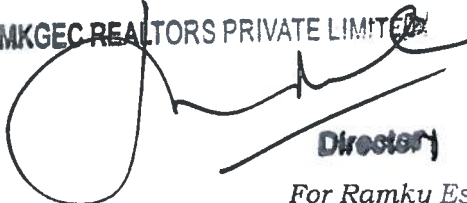
8. FORCE MAJEURE

Subject to their obligations under this provision, neither Party shall be liable for any breach of its obligations under the Lease Deed resulting from unforeseeable causes beyond its reasonable control including, but not limited to fires, earthquake, floods, strikes (excluding strikes by its own employees), war, act of God, act of State, insurrection or riots, embargoes or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority ("Force Majeure").

In the event a portion of the Demised Premises can still safely and practically be used by Lessee, and the Lessee does not elect to terminate the Lease, the abatement of Rent shall be attributable only to that portion of the Demised Premises that cannot be used provided that abatement of Rent shall depend on both parties' assessment of affected areas. If the Lessee elects to terminate the Lease, the Lessor shall return the balance of the Security Deposit subject to deductions as aforesaid.

In the event that owing to any such Force Majeure as aforesaid, the Lessee is unable to use the Demised Premises or part thereof for a period of more than 90 days, the Lessee shall have the right, at any time thereafter and so long as the concerned Force Majeure continues, to terminate this lease, by written notice to the Lessor. In the event of termination as above, and subject to the other provisions of this lease, the Lessee shall be forthwith entitled to a refund of the Security Deposit (after duly adjusting the unpaid arrears such as rent etc. if any, prior to the such termination) paid by the Lessee to the Lessor in terms of this lease. It is clarified that, if such termination is during the Lock-in Period, the Lessee will not be liable to pay the Rent for the balance Lock-in period.

For JMKGEC REALTORS PRIVATE LIMITED



Director

For Ramky Estates & Farms Ltd.


Authorised Signatory



For SDNMKJ REALTY PRIVATE LIMITED



Director

9. INSURANCE

The Lessor shall take and maintain an insurance policy for the Demised Premises and the certified copy of the policy should be furnished to the Lessee. Lessee shall take a 'third party insurance' in respect of its improvements and shall be responsible for insuring all its furniture and fixtures inside the Demised Premises.

10. SALE BY LESSOR OF DEMISED PREMISES

In case the Lessor sells the Demised Premises, or creates any other charge or interest of any kind on the Demised Premises, the Lessor shall ensure that the Lessee is intimated in prior in writing and such transaction upon its conclusion and this Lease Deed shall continue to be binding upon such purchaser and / or assignee and/or mortgagee of the Demised Premises or the Building without affecting the smooth operation of the lease by the Lessee and the Lessor shall ensure that such transferee agrees in writing to be bound by all of the obligations of the Lessor under this Deed.

However the Lessee will be offered first the Demised Premises for Sale in part or whole and if the Lessee does not respond back within 07 working days of such offer the Lessor can proceed ahead with sale to any third party other than the business competitors of the Lessee as indicated elsewhere in this Lease Deed.

On the Lessor making available confirmation from the new landlord who has purchased the Demised Premises agreeing in writing to being bound by all the terms and conditions of this Lease Agreement/Deed, including the provisions pertaining to refund of the Security Deposit along with its attornment for transferring the tenancy in favor of the new landlord and the Lessor shall stand released of its obligation under the Lease Deed.

11. PERMISSION TO SHARE THE DEMISED PREMISES

The Lessee shall have the right to assign, sublease and to part with possession of should all/any portion of the Demised Premises to any affiliates, subsidiary or group company of Lessee on the same terms as stated herein below, subject to written intimation to Lessor and the Lessee undertakes to comply that..

The sublease as aforesaid shall be subject to the same terms as contained herein and notwithstanding the sublease, the Lessee shall always be liable for and guarantee the performance of the terms and conditions of this lease.

The Lessee shall furnish a copy of the document executed between the Lessee and any of the aforesaid entities.

It is further agreed that the Lessee shall have the right to Sub Lease to any third party subject to obtaining prior written consent from Lessor.

For Ramky Estates & Farms Ltd.


Authorized Signatory



For JMKGEOR REALTORS PRIVATE LIMITED


Director



For SDNMIKJ REALTY PRIVATE LIMITED


Director

In case of such subletting / license at a higher rent than the Lessor's entitlement, then the actual rent accruing to the Lessee from such sub lease shall be passed on to the Lessor. It is further agreed that the Lessee can recover the rent for the fit-outs based on the actual expenditure from such third party out of such sub-Lease.

12. INTEREST:

The Lessee shall be liable to pay interest @18% p.a. on all outstanding dues payable by the Lessee under this Lease Deed from the respective dues dates until payment, subject to the applicability of force majeure.

13. TECHNICAL AND OTHER DETAILS:

(i) Electricity Board ("EB") power with 100% DG back-up:

The Lessor confirms the provision of infrastructure for power of 1.0 KVA for every 100 sq.ft leased by the Lessee i.e. for 26,480 sq. ft. Chargeable Area i.e, Demised Premises (26,480 Sft) the infrastructure for power of 256 KVA of connected load shall be made available upto the meter room for the Demised Premises.

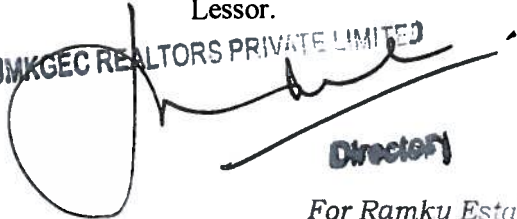
In the event of the Lessee requiring additional power/power back up, the Lessor shall subject to feasibility provide the same at mutually agreed additional cost to be paid by the Lessee including payment of deposit to the concerned authorities.

However, the Lessee shall pay / reimburse the power consumption charges (including payment of deposit), cost of maintenance, AMC's pertaining to the power and backup power for the Demised Premises on actuals as per the sub-meters installed for the Demised Premises and the running cost of the backup power for the Demised Premises at actuals. Further, the Lessee shall bear and pay the electricity charges and contract demand charges along with proportionate electric charges for Chillers as per the separate meter provided therein within fifteen days from the date of receipt of invoice by Lessee from the Lessor effective from Lease Commencement date.

(ii) Interiors, internal changes & fit-out:

The Lessee shall be entitled to add/modify its internal fit-out, infrastructure and all other non-structural interior works as per its business needs within the Demised Premises subject to statutory approvals, if any. Further the Lessee shall be entitled to leave behind all fixed/immovable assets such as false ceiling, lighting, cabling, full/half height partitions, and other fixed improvements added by the Lessee without any cost to the Lessor.

For JMKGEC REALTORS PRIVATE LIMITED

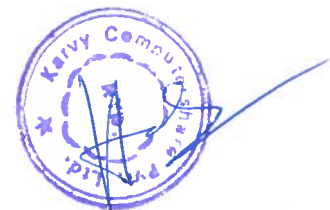


Director

For Ramky Estates & Forms Ltd.



Authorized Signatory



For SONMKJ REALTY PRIVATE LIMITED



Director



(iii) Fire –protection

Fire detection system, alarm system, sprinklers, wet risers, extinguishers, and other amenities shall be provided in the common areas of the said Building by the Lessor at its sole cost. Sprinklers, Smoke Detectors and extinguishers for internal areas within the Demised Premises shall be arranged by the Lessee.

(iv) Car Parks :

The Lessor confirms to provide one (1) car park slot for every 750 sq. ft of chargeable area leased to the Lessee at no extra cost.

Two wheeler parking, documents scanning, Client binding, postal etc. activities to be accommodated within the four wheeler car parking slots allotted and these activities should not violate local government laws.

14. SIGNAGE

The Lessee shall have the right to display its signage as part of the occupant directory and within the Demised Premises and such other place as demarcated by the Lessee, lift lobby of the floors occupied by the Lessee. The above signage rights shall be provided to the Lessee at no additional cost. However all the cost related to the Permissions, installation and operation of such signage will be to the Lessee's account.

The Lessee shall have an external illuminated/back-lit signage right on the top of the building (at no additional cost) in which the Demised Premises is taken on lease.

15. NOTICES

- a) Unless otherwise notified in writing with acknowledgement due, the address for notice/correspondence to either of the Parties hereto shall be as hereunder:

LESSOR:

JMKGEC Realtors Private Limited
SDNMKJ Realty Private Limited
5-2-223, "Gokul" Distillery Road
Secunderabad - 500003

LESSEE:

Karvy Computershare Private Limited
KARVY House, # 46, Avenue 4
Street No 1, Banjara Hills # 10,
Hyderabad – 500034

- b) All notices shall be in writing by registered mail or by facsimile followed by a confirmation letter by registered mail.

For Ramky Estates & Farms Ltd.


Authorised Signatory

For JMKGEC REALTORS PRIVATE LIMITED


Director



For SDNMKJ REALTY PRIVATE LIMITED

- c) All notices to be served on either party as contemplated in this deed shall be deemed to have been duly served if sent to the concerned party through the above stated medium to the above mentioned respective addresses.

16. SEVERABILITY

If any provision of this deed is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, then at the discretion of the parties it may be severed from this deed or the parties shall amend that provision in such reasonable manner as it achieves the intention of the parties without illegality and the remaining provisions of this deed shall remain in full force and effect.

17. WAIVER

Failure of either Party to require performance of any provision of this Lease Deed shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned Party.

18. AUTHORISED SIGNATORIES

The signatories to this Lease Deed personally covenant that they are each duly authorized to execute this Lease Deed on behalf of the respective Party whom they represent. A copy of the Board Resolutions of either party duly authorizing the respective representatives to execute and sign this deed shall be annexed to this Lease Deed at all times.

19. LIMITATION OF LIABILITY

Any reference to any indemnity, losses, damages, costs, or claims referred to in this Lease Deed shall not include any special, punitive, penal, exemplary losses or damages or any direct or indirect business losses or any claim for lost opportunities or any action in tort and even if advised to either of the Parties. In addition to the Lessor's liability to pay the value of fit-outs as mentioned in Clause 23 below, the liability for indemnification on either the Lessor or the Lessee for any reason under the Lease Deed shall be limited to three (03) months then prevailing Rent.

20. STAMP DUTY, REGISTRATION & COUNTERPARTS

- a) The Stamp Duty and Registration charges in respect of this lease deed shall be borne by the Lessee and Lessor in the ratio of 50:50. Any other coordination expenses are to be borne by the Lessor alone.
- b) This Lease Deed is typed on two original sets, so as to enable both the parties to retain each one an original copy of it.
- c) This Lease Deed shall include all annexure referred and/or set out herein and shall supersede all documents and/or writing and/or correspondence exchanged between the Parties until the execution of this Lease Deed.

For Ramky Estates & Farms Ltd.

For JMKGEC REALTORS PRIVATE LIMITED

Authorised Signatory

For SDNM REALTY PRIVATE LIMITED

21. DISPUTE RESOLUTION

21.1 The Parties shall attempt to amicably settle any dispute which may arise between the parties out of or in relation to or in connection with this Lease Deed, the interpretation thereof, or its breach (the "Dispute"). Either party may give written notice of a Dispute to the other party within 15 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.

21.2. Arbitration

(a) Thereafter the said Dispute shall be resolved or addressed by either part within 30 days from the date of notice.

(b) If the Lessor and Lessee are not able to resolve the "Dispute" as regards to this lease deed that may arise among them, the parties agree to resolve the same by way of "Arbitration" by appointing a "Sole Arbitrator" who would be a retired High Court Judge, who shall resolve the Dispute in an impartial and judicial manner owing an equal obligation of fairness towards both sides.

(c) The said arbitrator shall resolve the said dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

(d) The Award by the Arbitrator shall be final and binding on the respective parties and it shall be enforced by any court of competent jurisdiction.

(e) The venue of Arbitration proceedings shall be at Hyderabad, Telangana. only.

(f) Both the parties shall mandatorily exhaust the alternative efficacious in-house mechanism of Arbitration as covenanted in this Agreement. Without exhausting this remedy the parties are not entitled to approach any court of law.

(g) The fees of the arbitrator(s) and expenses shall be borne by the parties in equal percentages or as provided by the tribunal in the arbitration award. Each side will, in the event that no costs are awarded, bear their respective attorney's costs.


21.3. Dispute Settlement & Jurisdiction

Any dispute arising out of this Agreement shall be subject to the jurisdiction of the Courts in Ranga Reddy District, Telangana alone to the exclusion of all other courts in India. All claims and controversies hereunder shall be adjudicated exclusively in the court of Ranga Reddy District, Telangana, India where the Property is situated and the parties hereto irrevocably and exclusively subject themselves to the jurisdiction of courts in Ranga Reddy District, Telangana, irrespective of where the cause of action has occurred. The parties shall not raise any arguments claiming that "the Courts at Ranga Reddy District are inconvenient" or "the Courts in Ranga Reddy District are in-appropriate" for adjudication of such disputes/claims or relief(s).

22. CONFIDENTIALITY

The Lessor will not intentionally disclose, and will use its best efforts to prohibit the unintentional disclosure, to any third party of the terms and conditions herein contained unless the disclosure is expressly assented to in writing by the Lessee or is required by law or by any statutory authority.

For Ramky Estates & Farms Ltd.


Authorised Signatory

For JMKGEC REALTORS PRIVATE LIMITED


Director

For SDNMKJ REALTY PRIVATE LIMITED


Director



23. STATUTORY REQUIREMENTS & INDEMNITY

The Parties shall comply with all applicable rules, regulations and laws.

Either party confirms that they are entitled to enter into this valid and binding Lease Deed in the manner stated herein.

The Lessee shall indemnify the Lessor against and hold Lessor harmless from any and all actual costs and damages, (save and except indirect or business loss or damage) which the Lessor may reasonably incur or sustain by reason of or in connection with any injury, and damage caused to the Lessor or the Demised Premises due to willful default and/or negligence in complying with the terms and conditions contained in this deed by the Lessee, its employees, agents, authorized representatives or its affiliates and the limitation of indemnification as mentioned in Clause 19 supra shall apply.

The Lessor shall indemnify the Lessee against and hold the Lessee harmless from any and all actual costs and damages, (save and except indirect or business loss or damage) which the Lessee may reasonably incur or sustain by reason of or in connection with any injury, and damage caused as a result of the Lessor's representations and warranties being found to be untrue or misleading as a result of which the Lessee's rights under this Lease Deed are adversely affected or due to willful default and/or negligence in complying with the terms and conditions contained in this deed by the Lessor, its employees, agents, authorized representatives.

The Lessor shall indemnify and shall keep indemnified the Lessee from and against all or any claims, damages, costs, expenses as a result of any defect in the title of the Lessor in respect of the Demised Premises or on account of any statutory permissions to be obtained relating to the Office Premises, which disturbs or interferes with the peaceful possession and enjoyment of the Office Space Premises by the Lessee or on account of the demised premises becoming a subject matter of any investigation that may be / has been initiated by any Authority/government agency whosoever / whatsoever and due to this reason in case of dispossession of the Lessee from the Demised Premises the Lessor shall be liable to pay the value of fit-outs (excluding all active components, telephones, servers, switches, computers, cameras and access systems) installed by the Lessee in the Premises as reflected in the books of accounts of the Lessee and the limitation of indemnification as mentioned in Clause 19 shall not be applied.

The indemnity provisions shall survive the Lease Term and any renewals if any.

24. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Lease Deed shall be construed as creating a partnership or joint venture between the Lessee and the Lessor. Neither Party will be deemed to be an agent of the other Party as a result of any act under or related to this Lease Deed, and will not in any way pledge the other Party's credit or incur any obligation on behalf of the other Party.

For Ramky Estates & Farms Ltd.


Authorised Signatory

For JMKGEO REALTORS PRIVATE LIMITED



For SDNKJ REALTY PRIVATE LIMITED

Both the Parties confirm that they are entitled to enter into the present Lease Deed. It is also specifically agreed by Lessor and Lessee that the present lease deed supersedes and negates and annuls any previous understandings/agreements/letter of intents/arrangements whether written or oral or in any form. Therefore by virtue of the present lease deed all other understandings/ agreements/arrangements/letter of intents shall have no effect on the parties.

25. GOVERNING LAW AND JURISDICTION

This Lease Deed shall be governed by the laws of India.

Schedule of the Leased Premises

SCHEDULE-A

All that building with built-up areas admeasuring 4,54,278sq.ft built on land admeasuring 16,378 Sq.Yds or (3.38 Acres) situated at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District which is bounded by:

NORTH : Existing 24 Mts., Wide Road
SOUTH : Plot No.31/Part & 30 / P
EAST : Plot Nos.27 & 28
WEST : Existing 24 Mts., Wide Road

SCHEDULE-B

Description of Demised Premises and Car Parks of JMKGEC Realtors Pvt Ltd

All that commercial space having a built up area 13,240 Sq. ft on the Fourth Floor in Tower B with undivided share of land admeasuring 479 Sq.yds with 18 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot Nos. 31 (P) and 32 in Survey Nos.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District which is marked in red in the plans annexed herewith and bounded as given below:

North By : Open to Sky
South By : Portion of premises belonging to SDNMKJ Realty Pvt Ltd
East By : Tower A, Lift & Staircase
West By : Open to Sky.

Description of Demised Premises and Car Parks of SDNMKJ Realty Pvt Ltd

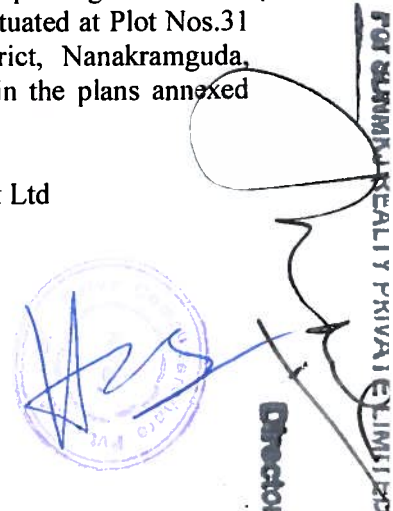

All that commercial space having a built up area 13,240 Sq. ft on the Fourth Floor in Tower B with undivided share of land admeasuring 479 Sq.yds with 17 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot Nos.31 (P) and 32 in Survey Nos.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District which is marked in blue in the plans annexed herewith and bounded as given below:

North By : Portion of premises belonging to JMKGEC Realtors Pvt Ltd
South By : Open to Sky
East By : Tower A, Lift & Staircase
West By : Open to sky

For Ramky Estates & Farms Ltd.


Authorised Signatory

JMKGEC REALTORS PRIVATE LIMITED
Director


FOR SDNMKJ REALTY PRIVATE LIMITED
Director



IN WITNESS WHEREOF, the Parties hereto have executed this Lease Deed on the day and year first above written.

Signed & Delivered by the within named)
JMKGEC Realtors Private Limited and)
SDNMKJ Realty Private Limited)
pursuant to Resolution dated _____
of its Board of Directors through the hands
of Mr. Soham Modi, Director.

For JMKGEC REALTORS PRIVATE LIMITED
Director
For SDNMKJ REALTY PRIVATE LIMITED
Director

Witnesses:

- 1.
- 2

Signed & Delivered by the within named)
Karvy Computershare Private Limited)
pursuant to Resolution dated _____
of its Board of Directors through the hands
of Mr. Haraprasad Panda, Authorised
Signatory)

Hee

Signed & Delivered by the within named)
Ramky Estates and Farms Limited)
By Mr. Venkata Ramana, Authorised Signatory)

For Ramky Estates & Farms Ltd.

Authorised Signatory

Witnesses:

- 1.
- 2.

For Ramky Estates & Farms Ltd.

Authorised Signatory



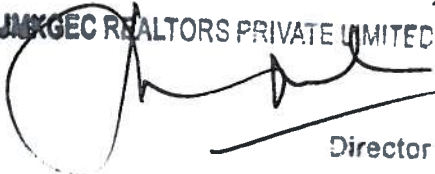
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Annexure II

MONTHLY MAINTENANCE AND SERVICES COMPONENTS

- A. The monthly maintenance and services shall include but shall not be limited to the following:
1. Annual maintenance contracts, Service contract expenditure including taxes & statutory levies as applicable, lease rental and other charges for operation and maintenance of all electro-mechanical equipments and all other equipment installed and to be additionally installed by THE LESSOR/maintenance agency.
 2. Cost of water for common usage.
 3. Cost of electricity for central air-conditioning and all services provided in the parking, common and external areas.
 4. Cost of maintenance of landscaped areas, compound wall, tube well, electrification sewerage, roads and paths and any other services within the boundary of the said plot.
 5. Cost of maintenance, cleaning, painting and necessary replacements of a revenue nature in common areas including cost of maintenance of basements and common services therein.
 6. Cost of security services.
 7. Cost of administrative staff, maintenance staff of the building and the manager directly related to the maintenance of the building.
 8. Cost of all consumables for all services in common areas.
 9. Annual fees of various authorities.
 10. Cost of all replacements / refurbishing of parts of various equipments used in maintenance services.
 11. Cost of augmentation/upgradations/replacement/deployment of existing and additional security/fire/other electromechanical systems acquired through leasing/ amortization/ rental basis.
 12. Cost of maintenance expenses incurred on infrastructure in and around the said Building.
 13. Cost of insurance of Building.
 14. Maintenance Charges for Car/ Two Wheeler Parking Spaces.
- B. Cost of exclusive services, if any, provided to the occupant shall be extra.
- C. Service Tax and other taxes, as applicable, shall be additional.

For JMKGEC REALTORS PRIVATE LIMITED



Director

For Ramky Estates & Farms Ltd.



Authorised Signatory



For SDNMKJ REALTY PRIVATE LIMITED



Director



FOURTH FLOOR PLAN



26,480 SH

For **JMKGEC REALTORS PRIVATE LIMITED**

[Handwritten Signature]
Director

For Ramky Estates & Farms Ltd.

[Handwritten Signature]
Authorised Signatory

For **SDNMKJ REALTY PRIVATE LIMITED**

[Handwritten Signature]
Director