

TERM SHEET

BETWEEN

JT HOLDINGS PRIVATE LIMITED

("INTENDING LESSOR")

AND

SYRMA SGS TECHNOLOGY LIMITED

("INTENDING LESSEE")

NON – BINDING TERM SHEET

This term sheet dated November 18, 2021 (“**Term Sheet**”) describes, some of the commercial terms of the proposed lease deed between JT Holdings Private Limited (“**The Intending Lessor**”) and Syrma SGS Technology Limited (“**The Intending Lessee**”) (referred individually as the “**Party**” and collectively as the “**Parties**”) in relation to proposed lease (“**Leased Premises**”)

The Term Sheet is a non-binding summary of only indicative terms and conditions upon which a lease deed (“**LD**”) shall be executed by and between the Parties.

S. No.	Particulars	Terms						
1.	Name of The Intending Lessor	JT Holdings Private Limited Unit no 601, wing A, Floral Deck Plaza, Central MIDC Road, Andheri (East) Mumbai-400093, India.						
2.	Name of The Intending Lessee	Syrma SGS Technology Ltd. Plot No. B27, Phase II, Zone B, MEPZ SEZ, Tambaram, Chennai - 600045						
3.	Location & Land Size	Total Land admeasuring 32,374.84 sq. m. OR 8 acres inclusive of Parking area bearing Suvey No.1/1 part Kancha Imarath, Raviryal Village, Maheshwaram Mandal, Ranga Reddy District.						
4.	Transaction Documents	i) This Non-Binding Term Sheet; ii) Lease Deed to be executed between Intending Lessor and Intending Lessee						
5.	Proposed Lease (Leased Premises)	The Intending Lessor shall grant the Leasehold rights to the Intending Lessee and the Intending Lessee shall acquire such leasehold rights from the Intending Lessor in relation to all that proposed electronics/manufacturing cluster to be constructed on land detailed in SI No.3 (“ Leased Premises ”) to have and to hold for the Lease Term, together with all easements and rights benefiting the Leased Premises including a right to use parking, yards and other areas associated with the Leased Premises and a non-exclusive right, in common with others, to use the common area and any easements for access or other purposes benefiting the owners and occupants of the Leased Premises. This clause shall be detailed in LD.						
6.	Permitted Use	The Intending Lessee and its assigns as to be defined under the LD shall use the Leased Premises for the purposes of establishing the electronics/manufacturing cluster and carrying out all activities in furtherance of its business at the Leased Premises						
7.	A. Chargeable Area Offered* (As defined in the notes below)	<table border="0"> <tr> <td>Ground Floor Built up Area –</td> <td>1,50,000 sq. ft.</td> </tr> <tr> <td>First Floor Built Up Area</td> <td>1,50,000 sq.ft</td> </tr> <tr> <td>Total (Ground Floor+First Floor -</td> <td>3,00,000 sq.ft</td> </tr> </table> <ul style="list-style-type: none"> • Utilities/service Area • Drivers rest’s room • Security Cabin • Emergency exits stairs & Ramps 	Ground Floor Built up Area –	1,50,000 sq. ft.	First Floor Built Up Area	1,50,000 sq.ft	Total (Ground Floor+First Floor -	3,00,000 sq.ft
Ground Floor Built up Area –	1,50,000 sq. ft.							
First Floor Built Up Area	1,50,000 sq.ft							
Total (Ground Floor+First Floor -	3,00,000 sq.ft							

fu

S. No.	Particulars	Terms
		<ul style="list-style-type: none"> Parking areas
	B. Parking provided as per attached RE layout	1. As per Mandatory Requirement (Layout Annexure IV)
8.	Tenure of the Lease and Stamp Duty	The Lease Term shall be 15 years. The stamp duty and registration charges on the Lease Deed shall be borne by the Intending Lessee.
9	Lease Rentals on Chargeable Area	The Total Rent shall be INR 28/- inclusive of all the Ground Built up area, First Floor, Utility Areas, Drivers' Rest Room Area, parking areas, all the areas specified as per Clause 7 which is Rs 84,00,000/- per month, Plus GST at applicable rates.. *GST shall be over and above the agreed <i>Lease Rentals</i>
10.	Common Area Maintenance if any (CAM)	<ol style="list-style-type: none"> Since the Intending Lessee would be maintaining the Leased Premises at its own cost, the Intending Lessor shall not charge the Intending Lessee for any Common Area Maintenance or any other charges of whatsoever apart from the Rent as agreed in the term sheet. The AMCs of all equipment installed by the Intending Lessor shall be assigned to the Intending Lessee at no extra cost for the first year starting from the date of commissioning of such equipment. However, for the subsequent years of the Lease Term, the Intending Lessee shall bear all the AMCs cost.
11.	Property Tax on the Leased Premises	The Intending Lessor shall promptly pay, during the Lease Term, present and future property taxes in respect of the Leased Premises from the Lease Commencement Date
12.	Utility Charges (as per competent authority)	Electricity and water usage /consumption charges will be paid directly or reimbursed by the Intending Lessee on actuals. Wherever possible and if required, the Intending Lessor shall complete the process of Tripartite Agreement between Power Distribution Company, the Intending Lessee and The Intending Lessor to assign the relevant Electric HT Meters to the Intending Lessee up to the entire Lease Term. There will be no separate charges for sewage treatment plant on site within the Leased Premises. However, if any increase in STP size is required, after Lease Commencement Date, the same shall be at the cost of the Intending Lessee.
13.	Roof rights	



S. No.	Particulars	Terms
		The Intending Lessee shall have all the rights to the Roof of the Leased Premises for the purpose of installation and maintenance of communication equipment, internet equipment, electrical equipment, solar power panels, etc. by itself or its nominated third party vendors. The Intending Lessee undertakes to use the Roof within the permitted loading parameters as per Annexure III being the specifications enclosed herewith.
14.	Escalation on Lease Rentals	[5]% after every [12] months on last paid rent from the Rent commencement date.
15.	Refundable Interest free Security Deposit	<p>[9] Months' rent equivalent to Gross Chargeable Floor Area (as detailed in SI No. 7), payable as per below timelines.</p> <p>(i) [6] Months' Rent equivalent amount calculated on registration of LD. The total amount of which is INR 5,04,00,000/-.</p> <p>(ii) Remaining [3] Months' Rent equivalent amount at the time of handover of the building as per completed scope along with Registration of Lease. The balance amount of which is INR 2,52,00,000/-.</p> <p>The Security Deposit shall be fully refundable and interest free by the Intending Lessor to the Intending Lessee upon expiry of the lease or earlier termination of the lease simultaneously on delivery of vacant and peaceful possession of the Leased Premises as per the 'Surrender of Leasable Premises' Clause to be detailed in the LD, subject to normal wear and tear.</p>
16.	Lock in Period	<p>[10] years for the Intending Lessee from the Rent Commencement Date.</p> <p>The Lock-in Period & Termination Clause for the Parties to be detailed in the LD.</p>
17.	Notice Period	[6] months' notice period any time post expiry of lock in period from the Rent Commencement Date.
18.	Handover/Lease Commencement Dates	<p>The handover and Lease Commencement as per timelines below:</p> <p>(i) Final Handover/Lease commencement (LCD- Handover of full building with Occupation Certificate along with all statutory approvals and completion of Conditions Precedents as to be detailed in the LD.</p>
19.	Rent Free Period /Fit-Out Period	[3] Months from the date of the handover subject to Final Handover is as committed in this Term Sheet, any delay in the handover will have impact on the rent free period as described in this Term Sheet and LD.

S. No.	Particulars	Terms
20.	Rent Commencement Date	Rent Commencement date: [●] month from the LD date, subject to the Intending Lessor shall do the handover of the Leasable Premises with all statutory approvals and completed scope of works as per the timelines in this Term Sheet.
21.	Approvals* (As detailed in the notes below)	<p>The Intending Lessor will be responsible for obtaining at its own cost and effort, the necessary approvals required to operate an electronic/manufacturing cluster business as prescribed by the local statutory authority. All expenses and fees pertaining to the obtaining of the approvals will be borne by the Intending Lessor.</p> <p>The Intending Lessor will be responsible for obtaining at its own cost and effort the layout and building plan sanctions and thereafter obtaining all such Approvals/NOCs/Permissions which are necessary for commencement of operations, these shall include but not be limited to:</p> <p>NOC from Pollution Control Board/Environmental Clearance, Fire NOC, NHAI, CFE (CTE) approval (Certificate for Establishment), structural stability report, CTO, , all approvals from the Local Municipal/ Planning Authority, Water /electricity, Board Completion Certificate and Occupancy Certificate.</p>
22.	Conditions Precedent	<p>Within the timelines as may be agreed under the LD, -the Intending Lessor shall fulfil the following conditions precedent to the lease:</p> <p>(i) Procurement of Approvals: All the approvals, licenses, permits, registrations and/or licenses under the applicable laws and regulations that are required for use of the Leased Premises as electronic/manufacturing cluster.</p> <p>(ii) Due Diligence and Title Clearance: The Intending Lessee shall conduct a due diligence pertaining to the title of the Intending Lessor to the Leased Premises prior to execution of the lease documents at the cost and expense of the Intending Lessee.</p>
23.	Repairs and Maintenance	<p>The Intending Lessor shall, at its sole expense, repair and/or replace all structural elements of the Leased Premises including the roof, structure of the Leased Premises (subject to normal wear and tear) and exterior walls of the Leased Premises and property boundary walls as detailed in the ATL and shall put reasonable efforts to cause least disruption to the Intending Lessee's use of, or access to, the Leased Premises during any repair activities and will perform such work in a safe, good workmanlike manner, and in compliance with all applicable laws. However, if any damage is caused by the Intending Lessee to the structural elements, the Intending Lessee shall be fully responsible and shall cause to repair and /or replace all structural elements at its own cost.</p> <p>The Intending Lessee will, at its sole expense, maintain the interior of the Leased Premises (including all building systems) and clean and housekeeping and security of all external areas.</p>



S. No.	Particulars	Terms
24.	Representations and Warranties	The Intending Lessor and the Intending Lessee shall give representations and warranties to each other that are customary in a transaction of this nature and to be agreed detailed in ATL.
25.	Fittings, Fixtures and Furniture	The Intending Lessee shall be entitled to install its own fittings, fixtures and furniture in the Leased Premises, as may be required for its business or other purposes, without causing any structural damage to the Leased Premises. Further, at the time of the Intending Lessee vacating the Leased Premises, the Intending Lessee shall remove from the Leased Premises, all such improvements and fittings, fixtures, appliances etc.; as it has provided therein or belong to it without damaging the Leased Premises.
26.	Electrification Scope	<ul style="list-style-type: none"> (i) The electrification of the Leased Premises will be in the scope of the Intending Lessor as per the specification specified in annexure III. (i) The HT connection shall be in the name of the Intending Lessee and related refundable security deposits shall be paid by The Intending Lessee. (ii) The Intending Lessee shall pay any increase in refundable security deposits payable to the Electricity department if the Intending Lessee requires any increase in load of power after the handover of the said leased premises (iii) The Intending Lessor shall conduct all necessary expenses and coordination with the relevant authorities and ensure that the Intending Lessor sets up the HT Infrastructure (Switching Station, Transformer, bus duct etc.) within the Leased Premises at its own cost till the Intending Lessee's LT Panel. <p>As specified in the specification annexure III.</p>
27.	Signage and Roof Space	The Intending Lessor will provide, a space on the building façade as per dimension and location as per the Intending Lessor's Park signage policy. The relevant charges, taxes, cess etc as applicable as per the prevailing laws shall be borne by the Intending Lessee. Intending Lessor shall be entitled to uninterrupted access to Roof with prior information to the intending Lessee and the intending Lessor also agreed to adhere to security process and approval required for visiting the said leased premises.
28.	Insurance	Insurance of the building to be taken by the Intending Lessor, periodically without any lapse of duration. Insurance of the Intending Lessee's inventory to be taken care by the Intending Lessee. However, the Intending Lessee shall take the appropriate insurance in respect of the stock in trade, furniture, etc at its cost. The detailed standard insurance clause shall be covered under the LD.
29.	Indemnification	The indemnity clause shall be covered under the LD.
30.	Validity of this offer	This Term Sheet shall remain in full force from the date of execution of this Term Sheet up to the signing of LD or [180] days whichever is earlier.



S. No.	Particulars	Terms
		<p>The Term Sheet once signed by the Intending Lessee, shall be processed for internal approvals, legal and technical due diligence before execution of the Agreement to Lease. Intending Lessor shall provide all the required documents for due diligence as per the requirement of intending Lessee.</p> <p>This has been agreed between the parties that looking at the present condition of COVID19, if the restriction due to COVID 19 goes beyond the present date of November 18 2021 , then all the dates shall be increase by equal number of those increase number of days of restrictions for COVID19. However the final handover for lease premises should not be put beyond 180 days.</p>
31	Force Majeure	Force Majeure shall be agreed in the LD.
32	Confidentiality	<p>The terms of this Term Sheet including its existence and the discussions between the Parties with respect to the LD shall be confidential among the Parties hereto and shall not be disclosed to any third party without prior written consent of the other Party. However, each Party can disclose the same (i) to their respective advisors, employees, consultants, directors, on a need to know basis; and (ii) if required to do so under applicable law.</p> <p>Confidentiality clause to be detailed in LD.</p>


EXECUTION PAGE OVERLEAF...



For The Intending Lessor,
JT Holdings Private Limited

(Sign).....
(Name of person signing)
Designation
Date

For The Intending Lessee,
Syrma SGS Technology Ltd


(Sign).....
(Name of person signing)
Designation Gm - F&S.
Date 18/11/2021



Annexure I

Compliances/ Approvals required on the Date of Handover/Possession:

(I) On Handover:

- i. Master Plan Approval
- ii. Building Plan Approval
- iii. Environmental Clearance
- iv. Provisional Fire NOC
- v. Up to date Land use Tax payment (NA Tax, EDC, etc.)
- vi. CTE (Consent to Establish)

(II) On Building Completion/Lease Commencement Date:

- i. Final Fire NOC
- ii. CTO (Consent to Operate)
- iii. Occupation Certificate/ Building Completion Certificate
- iv. Property Tax assessment and up to date payment to relevant authority
- v. Consent to commence Commercial Operations
- vi. Chief Electrical Inspector to Government- CEIG Certificate
- vii. Water Supply connection Meter and Approval (in case of IDCs, Municipal Council / Corporation Areas)
- viii. Central Ground Water Board, CGWB Approval (in case of ground water usage)
- ix. Permanent Power Connection as specified by Lessee at Annexure V



Annexure II

- **Final Handover/Lease Commencement:** Handover is completed, and punch/snag list cleared. All statutory approvals obtained. Full possession of the building for the intended use. Operations can start. Guarantees start.

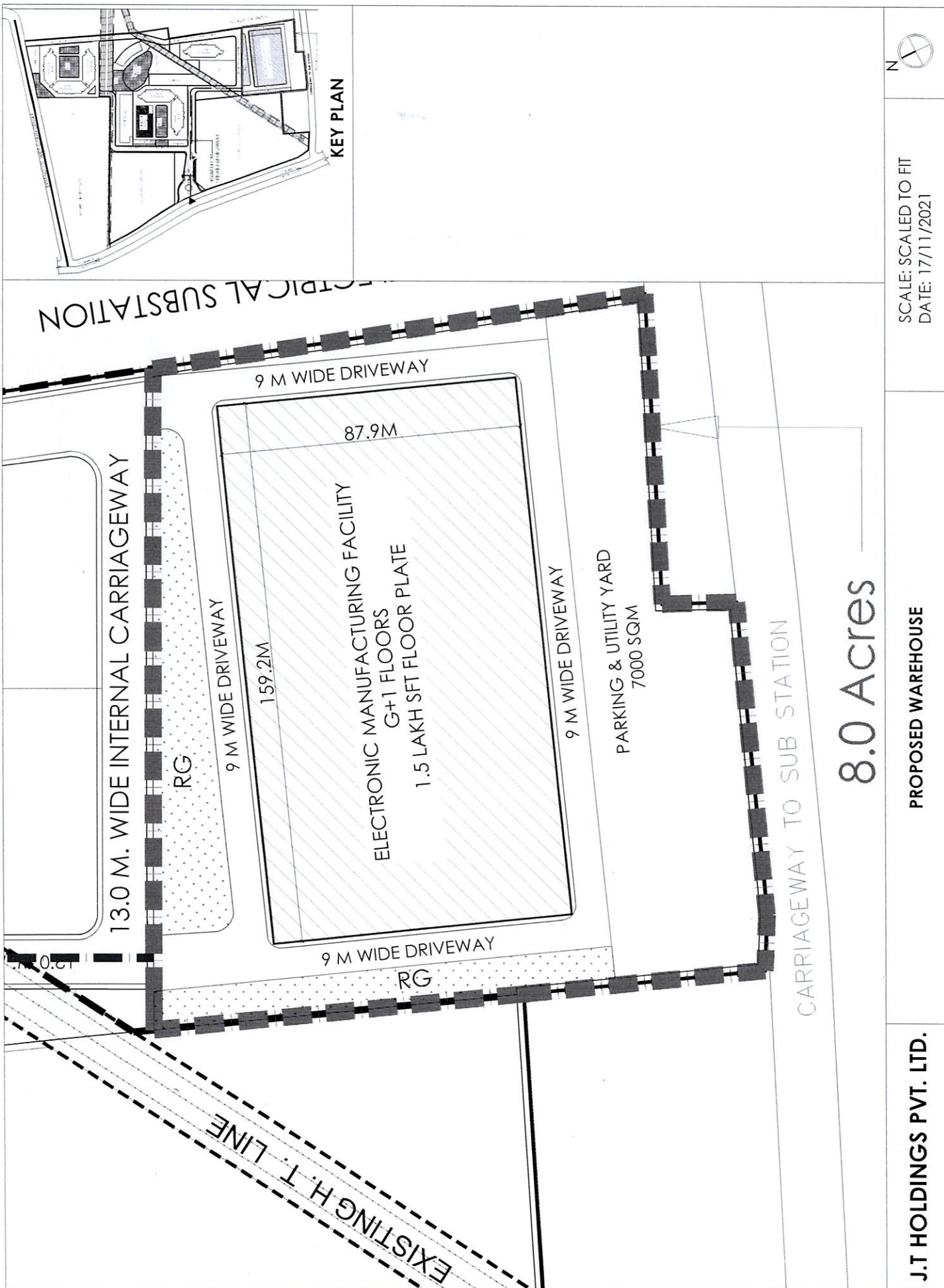
Rc

Annexure III

[●] Specifications for structure “specifications sheet”

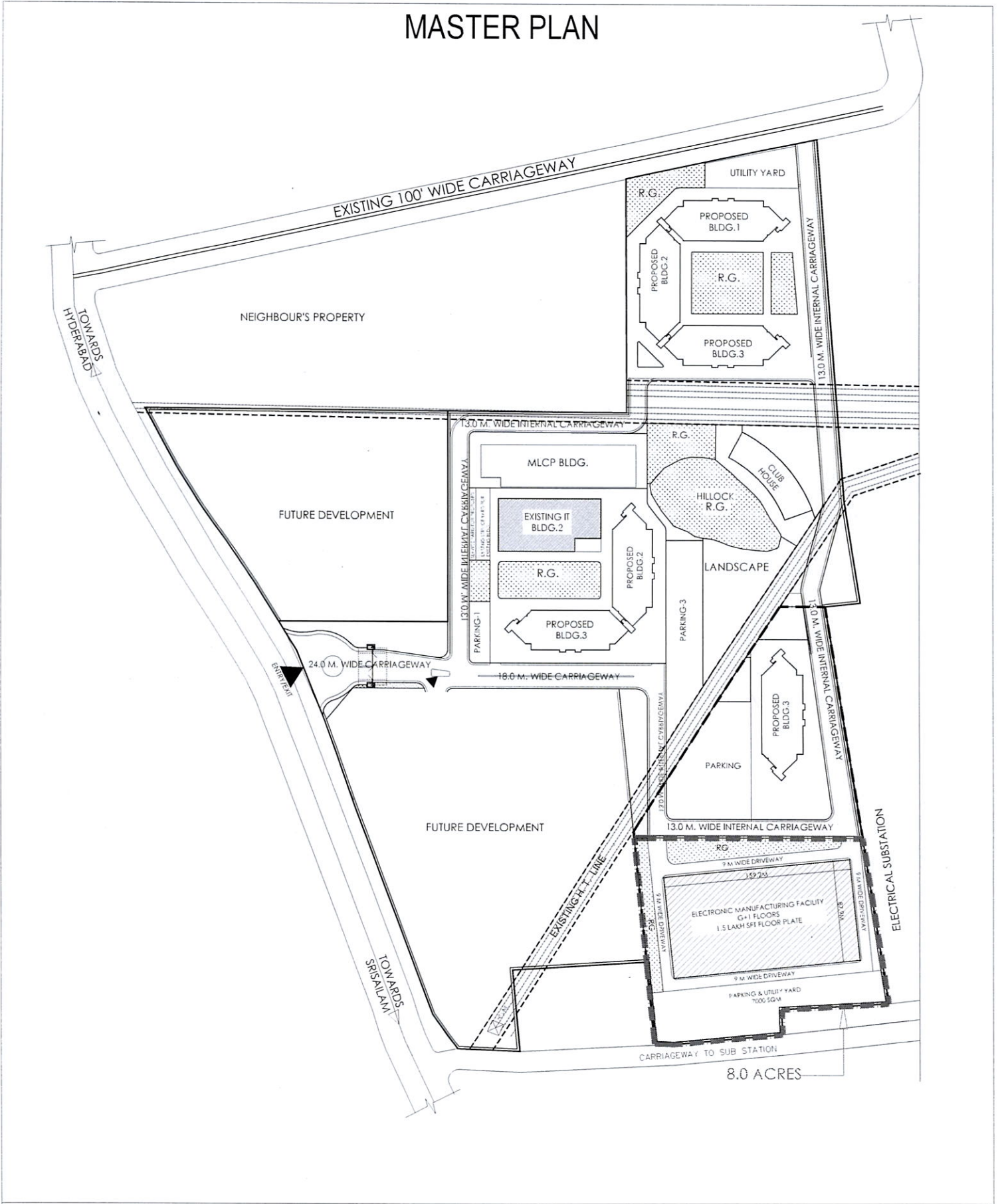
Annexure IV
Layout for the proposed Site:

RL



INDUSTRIAL SUBSTATION

MASTER PLAN



PROPOSED MASTER PLAN - HARDWARE PARK-HYDERABAD.
 JT HOLDINGS PVT. LTD.

N MASTER PLAN
 DATE: 17-11-2021

Handwritten signature/initials