

Jana Holdings Limited

December 6, 2018

To,
BSE Limited,
Listing/Compliance Department,
P J Towers, Dalal Street,
Mumbai - 400001.

Subject - Request for change of registered office address for Jana Holdings Limited

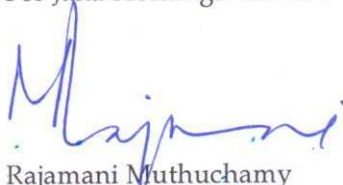
Dear Sir/Madam,

We request you to kindly update the new address for Jana Holdings Limited in your records as the office has been moved from "M. S. Square, 34/1-1 Langford Road, Shanthi Nagar, Bangalore - 560027" to "No. 4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor, Bangalore - 560042".

Required documents have been annexed.

- Lease Agreement

Thanking you
For Jana Holdings Limited


Rajamani Muthuchamy
Director





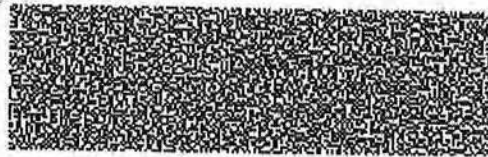
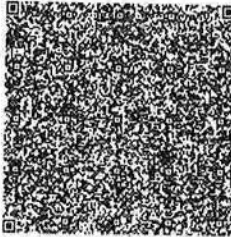
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA82690602070430Q
 Certificate Issued Date : 14-Nov-2018 02:53 PM
 Account Reference : NONACC (BK)/ kakscub08/ BANGALORE4/ KA-BA
 Unique Doc. Reference : SUBIN-KAKAKSCUB0802385237842393Q
 Purchased by : JANAADHAR INDIA PVT LTD
 Description of Document : Article 30 Lease of Immovable Property
 Description : SUB LEASE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JANAADHAR INDIA PVT LTD
 Second Party : JANA HOLDINGS LTD
 Stamp Duty Paid By : JANAADHAR INDIA PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

SUB - LEASE AGREEMENT

This SUB-LEASE AGREEMENT (hereinafter referred to as the 'Agreement') is made and executed on this 14th November 2018 (14.11.2018) by and between: -



Statutory Alert

1. The verifiability of this Stamp certificate should be verified at www.stampsamp.com any time after 10.00 AM on 14.11.2018.
2. The date of issuing the Stamp certificate is the date of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Janaadhar India Private Limited, company incorporated under the Companies Act, 1956 and having its registered office at, 'M S Sqaure', No.34/1-1, Langford Road, Shanthinagar, Bangalore – 560 027 (hereinafter called as "JIPL" which term shall mean and include all its permissible successors and assigns) represented by its Authorized Signatory, Mr. Arvind Bhatnagar, of the FIRST PART :

AND

Jana Holdings Limited, a public limited Company incorporated under the Companies Act, 2013 and having its registered office at, 'M S Sqaure', No.34/1-1, Langford Road, Shanthinagar, Bangalore – 560 027 (hereinafter called as "JHL" which term shall mean and include all its permissible successors and assigns) represented by its Authorized Signatory, of the OTHER PART:

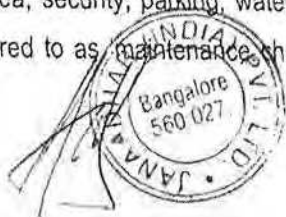
Each 'JIPL' and 'JHL' shall individually be referred to as 'Party' and collectively as 'Parties'.

WHEREAS,

- 1) JIPL has entered into the Lease Agreement dated 20th July 2018 (hereinafter referred to as Lease Agreement) with the owner of the Property (as described below) in respect of the commercial property at Building situated at situated at No.4, 4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor, Bangalore 560 042, (hereinafter referred to as the 'Property').
- 2) JHL, which is in the need of office space for effectively carrying out its functions and has approached and requested JIPL to sub-let part of the premises more fully described in the Schedule hereunder and hereinafter referred to as the **Schedule Property** for the said purpose and the same has been accepted by JIPL.
- 3) JIPL has got the powers under the Lease Agreement, to sub lease either full or a part of the Property to a third party after obtaining no-objection from owner of the Property.
- 4) Based on the above understanding, both the parties now wish to enter into this Agreement on the terms and conditions as contained hereunder.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. The period of this Agreement shall be for 54 (Fifty-Four) months commencing from 12th November 2018 ("commencement date").
2. JHL shall be liable to pay to JIPL amount towards rent, office furniture and fixtures, maintenance of common area, security, parking, water, electricity, amenities and other associated charges (together referred to as, 'maintenance charges') (all the amounts towards rent, office furniture



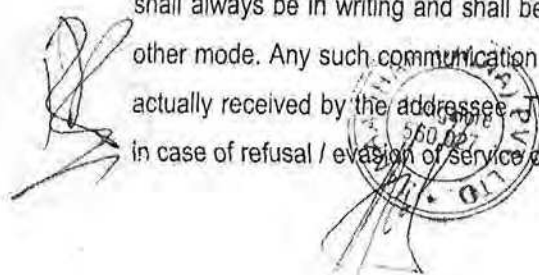
and fixtures and maintenance charges shall be together referred to as 'Amenities charges'), in respect of the Schedule Property, at monthly rests based on the understanding given below:

Sl. No.	Particulars	Area (Sq. ft.)	Rate / sq. ft.	Amount (Rs.) Per month
1.	Rent	75	Rs.54/-	4050
2.	Maintenance charges	75	Rs.4.5/-	338
	Total			4388

3. The above said total charges of **Rs. 4,388 /- (Rupees Four Thousand Three Hundred and Eighty-Eight Only)** payable by JHL to JIPL at monthly rests (hereinafter referred to as 'total charges', which includes both the rent, amenities as well as maintenance charges payable for a particular month) shall be by way of cheque /RTGS /NEFT/ on or before 10th day of every succeeding month without any delay, for which JIPL shall provide an acknowledgement in writing for having received the total charges.
4. It is agreed between the Parties that upon expiry of this Sub-lease agreement the same may be extended from time to time by mutual agreement.
5. Rent and maintenance payable shall be escalated by 5% at the expiry of every 12 calendar months with effect from the 14th May 2018 (Commencement date of Principal Lease deed) over the rent paid for immediately preceding month.
6. On and after the commencement date, the liability to pay the total charges for any given month, shall accrue on the 1st day of every succeeding month.
7. The total charges payable under this Agreement shall be subject to applicable tax laws, whether relating to the deduction of tax at source or any other tax law.
8. Apart from the total charges payable as above, JHL shall not be liable for payment of any other amounts whether it be relating to building tax, property tax or any other applicable taxes, cess, development charges, fees etc., which is imposed in respect of the schedule property by the relevant statutory authorities.
9. JHL shall NOT have any right to further sub-let, sub-lease or assign / transfer any part of its interest in the Schedule Property to any other person or persons. In case JHL purports to further sub let, sub-lease or assign its interest in the whole or part of the Schedule Property to any other person, the same shall be null and void against JHL and Sub-Lease-hold rights in favour of JHL shall be deemed to have been automatically forfeited and this agreement shall be deemed to be terminated immediately and that JHL shall be responsible to recover possession of any portion of the schedule property, from the third party who shall be bound to vacate the Schedule Property without notice.




10. JHL shall keep the Schedule Property in a good and tenantable condition during the period of tenancy subject to normal wear and tear.
11. JIPL hereby covenants that JHL shall enjoy the possession of the Schedule Property free from any disturbance from JIPL, Landlord, and owner of the Property or their legal representatives and from any other third party claiming through it.
12. JIPL shall attend \ rectify any major repairs \ defaults on intimation by JHL in writing and in the event of JIPL's failure to attend to such major repairs \ defaults inspite of the written notice to that effect by JHL, then JHL shall on the expiry of 30 (thirty) days from the date of such notice, be entitled to attend to the same and recover the cost thereof from the total charges payable to JIPL. JIPL shall however be responsible to repair any damages to the super structure of the building arising due to alterations or wrongful / abnormal usages of the building (like overloading etc). JHL shall however be responsible for repair of the glass, furniture and fixtures, if any, arising due to mishandling of the same by its employees.
13. The period of this Agreement shall be linked to the period up to which the Master Lease Agreement is valid from the commencement date. If the Lease agreement is terminated before its expiry then this Agreement shall also be automatically deemed to be terminated.
14. JHL will be entitled to erect its signage boards in the Schedule Property and shall be liable to pay all taxes which are existent or imposed in future by any government authorities \ local bodies in respect of the signage \ hoarding \ display boards which have been put up by JHL on the Schedule Property.
15. JIPL covenants that it has signed Annual Maintenance Contracts with respect to Generators, UPS, Elevator, Fire Alarm, access control and EPABX systems as on the commencement date.
16. JIPL hereby covenants that JHL shall have unhindered access and enjoyment of all the common spaces like parking area, common passages, lifts, etc., in connection with the use of Schedule Property which would be free from any disturbance from JIPL, owner of Property or their legal representatives and or from any other third party claiming through it.
17. The Lease can be terminated by giving 30 days prior written notice to each other ("**Notice Period**").
18. JHL shall not use the schedule premises for any illegal or immoral trade or for purposes other than for which it is intended for.
19. Any notice or other communication of like nature that may be given by one party to the other shall always be in writing and shall be served by Hand Delivery duly acknowledged and by no other mode. Any such communication shall be deemed to have been served when the same is actually received by the addressee. There shall be deemed acceptance of the communication, in case of refusal / evasion of service of the communication by the other party.



A handwritten signature is written over a circular stamp. The stamp contains the text "S. H. JIPL" at the top, "560, 02" in the center, and "JHL" at the bottom.

20. The Sub-Lessee and the Sub-Lessor shall observe and perform the above terms and conditions on their respective parts without interruption during the period of tenancy.
21. In respect of any matter / disputes arising out of this Agreement only the Courts at Bangalore shall have the jurisdiction to try and settle the same.

SCHEDULE

An area measuring 75 square feet on the First Floor of the property, situated at No.4, 4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor, Bangalore 560 042.

East	:	Property of Mr. C S Mani,
West	:	Common passage & Premises No 1, Bank Road.
North	:	Bank Road also known as Meanee Avenue Road.
South	:	Property of Home Guards.

IN WITNESS WHEREOF both the parties have affixed their respective signatures on this SUB-LEASE AGREEMENT on the day, month and year first above written at Bangalore city.

WITNESSES:

1.

For Janaadhar India Private Limited



Arvind Bhatnagar
Arvind Bhatnagar
Chief Operating Officer

2.

Jana Holdings Limited



Authorised Signatory