



महाराष्ट्र MAHARASHTRA

● 2015 ●

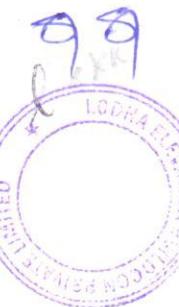
V 451471



AMENDMENT TO LEAVE AND LICENSE AGREEMENT

श्रीमती उत्तमा पाटील

This Amendment to Leave and License Agreement ("Agreement") is entered into at Thane on this \_\_\_\_\_ day of November, 2015



BY AND AMONGST

LODHA ELEVATION BUILDCON PRIVATE LIMITED, CIN No.U45200MH2007PTC168707, a Company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor 4, 17G Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai – 400 001, hereinafter referred to as "Licensor" (which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors-in-interest and / or assigns) of the FIRST PART;

AND



स्टॅम्प पत्र - ANNEXURE-II

१. सुदांक विक्री नंबरही अनु. क्रमांक/दिनांक (Serial No./Date)	242 6 NOV 2015
२. दस्तावा प्रकार (Nature of document)	255
३. दस्त नंबरही करणार आहेत याची (Whether it to be registered?)	होय / नाही Yes/No
४. निवासीचे घेऊवयात वर्णन- (Property Description in brief)	TRILOKESH CITY DEVELOPERS LLP C-109, Hind Saurashtra Industrial Estate, 85-86, M-A Road Naka, Andheri (East), Mumbai - 400 059
५. हस्ते असल्यासं लाग्ये नाही, पत्ता व सडी (If through other person than Name, Address & Signature)	N. SHAWDA SC/02/2015
६. दुसऱ्या पक्षाचारे नाव (Name of the other Party)	WADDEYAR SC/02/2015 P.5
७. सुदांक तुकळ रकम (Stamp Duty Amount)	500/-
८. परदानाशक्तक सुदांक विक्रेत्याची सडी परदाना रु. 0000008 श्री. गणेश ह. दलवी परदाना क्रमांक 0000008 प्रियकांते दुहे झेंड टक्क्स आगाड वैद रुपय (रु.), मुद्द-800 08	<del>परदाना रु. 0000008 श्री. गणेश ह. दलवी परदाना क्रमांक 0000008 प्रियकांते दुहे झेंड टक्क्स आगाड वैद रुपय (रु.), मुद्द-800 08</del>



**SIMTOOLS PRIVATE LIMITED**, CIN No U99999MH1964PTC012859, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor 4, 17G Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai – 400 001, hereinafter referred to as “**Simtools**” (which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors in title) of the **SECOND PART**;

AND

**WILLIS PROCESSING SERVICES (INDIA) PRIVATE LIMITED**, CIN No. U72300MH1992PTC066724, a Company incorporated under the Companies Act, 1956 and having its registered office at Plant No. 6, Godrej & Boyce Mfg. Co. compound, L.B.S. Marg, Vikhroli (West) 400079, hereinafter referred to as “**Licensee**” (which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

**M/S. TRILOKESH CITY DEVELOPERS LLP**, LLPIN AAE-5663, a Limited Liability Partnership firm, having its registered office at C-109, Hind Saurashtra Industrial Estate, 85/86, M.V. Road, Marol Naka, Andheri (East) Mumbai 400 059, hereinafter referred to as “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FOURTH PART**.

(The Licensor, Simtools, the Licensee and the Purchaser are hereinafter collectively referred to as '**Parties**' and individually referred to as '**Party**')

**WHEREAS:**

- A. Under a Leave and License Agreement dated 2<sup>nd</sup> September 2014, executed amongst the Licensor, the Licensee and Simtools and registered with the Office of Sub Registrar, Thane at Serial No. TNN5-8593-2014 on 2<sup>nd</sup> September 2014 (hereinafter referred to as “**Leave and License Agreement**”) in consideration of the License Fees and terms and conditions stated therein, the Licensor has granted to the Licensee, a temporary, non-transferable, non-assignable and non heritable license to use the Unit (more particularly described in the Third Schedule of the Leave and License Agreement) along with 110 car parking spaces in “Lodha i Think Techno Campus” situate at Pokharan Road No.2, Off Eastern Express Highway, Thane (West) – 400607 (hereinafter referred to as “**Licensed Premises**” and more particularly described in the **Schedule** hereunder written) for a term of 60 (sixty) months, commencing from 2<sup>nd</sup> September, 2014 and expiring on 1<sup>st</sup> September 2019 with an option to renew the License in accordance with the terms of the letter dated 2<sup>nd</sup>



5.9



September 2014 executed by the Licensor and Simtools in favour of the Licensee ("Letter dated 2<sup>nd</sup> September 2014"). The Leave and License Agreement and the Letter dated 2<sup>nd</sup> September 2014 are hereinafter collectively referred to as the "License Agreement"). A copy of the said Leave and License Agreement and the Letter dated 2<sup>nd</sup> September 2014 is annexed hereto and marked as **Annexure A** and **Annexure B**, respectively.

- B. Under the License Agreement, the Licensee has agreed to pay to the Licensor, License Fees being an amount of Rs. 55,00,278/- (Rupees Fifty Five Lakhs Two Hundred and Seventy Eight Only) per month subject to the tax deduction at source as per the Income Tax Act, 1961 (as amended from time to time) from the Date of Commencement of License Fee. Service Tax as applicable is payable over and above the License Fee and on the terms and conditions more particularly described in the License Agreement.
- C. Under the said License Agreement, the Licensee has deposited with the Licensor a sum of Rs.3,30,01,668/- (Rupees Three Crores Thirty Lakhs One Thousand Six Hundred and Sixty Eight Only) as and by way of interest free, refundable, adjustable Security Deposit for the due performance by the Licensee of the terms and conditions mentioned in the License Agreement.
- D. In terms of Clause 12.2 of the License Agreement, the Licensor is *inter alia* entitled to sell, transfer, mortgage or otherwise dispose of the Licensed Premises to any firm, company or person during the continuance of the License Agreement, subject however to the condition that any such sale, mortgage, transfer or other disposal shall be subject to the terms and conditions of the License Agreement without affecting the rights and obligations of the Licensee and the transferee assuming the rights and obligations of the Licensor under the License Agreement.
- E. Under Agreement to Sell dated 23<sup>rd</sup> September 2015 (hereinafter referred to as "Agreement to Sell"), executed *inter alia* by and between the Licensor, therein referred to as the 'Seller' and M/s Trilokesh City Developers LLP, having its registered office at C-109, Hind Saurashtra Industrial Estate, 85/86, M.V. Road, Marol Naka, Andheri (East) Mumbai 400 059, therein referred to as the 'Purchaser', the Licensor has agreed to grant, sell, convey, transfer and assure unto the Purchaser, the Licensed Premises on 'ownership basis' for the consideration and on terms and conditions therein contained, *inter alia* that such sale shall be subject to the subsisting license in favour of the Licensee under the License Agreement, together with all benefits and obligations there under.



KA  
KA



F. The Parties are now executing this Agreement to *inter alia* record the novation and substitution of the Purchaser in place of the Lessor in respect of the License Agreement, and to that end, amend and supplement the License Agreement to record the amended and revised understanding of the Parties, on the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the foregoing, and the mutual covenants contained herein, the Parties hereto agree as follows –

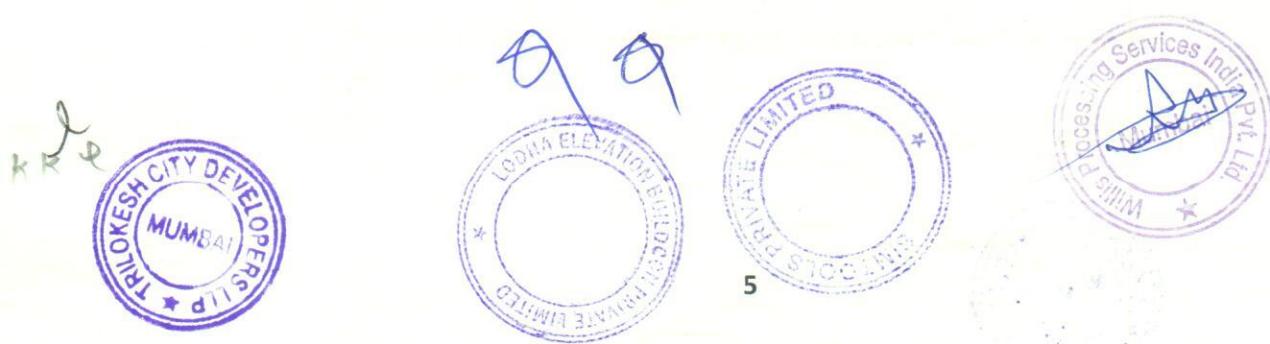
1. All capitalized terms used in this Agreement but not defined herein shall have the meaning assigned to them in the License Agreement.
2. "**Effective Date**" for the purposes of this Agreement, shall mean 6<sup>th</sup> October 2015, being the date of realization by the Lessor of all the amounts payable under the Agreement to Sell.

**3. REPRESENTATIONS**

- 3.1 The Lessor, Simtools and the Licensee hereby severally represent that the License Agreement is valid and subsisting and that neither of them is in breach of any obligations and/or terms of the License Agreement nor has there been amendment, variation or supplementing of the terms of the License Agreement.
- 3.2 The Lessor, Simtools and the Purchaser hereby severally represent that the transfer of the Lessor's right, title and interests in the Licensed Premises to the Purchaser under the Agreement to Sell shall not affect or prejudice the rights of the Licensee under the License Agreement.
- 3.3 The Purchaser hereby confirms that the Purchaser has read and fully understood the terms and conditions contained in the License Agreement and, subject to the terms of the License Agreement, agrees and undertake to abide by and perform all Lessor's covenants, obligations and responsibilities as set out therein with effect from the Effective Date.
- 3.4 The Licensee hereby confirms that it has not created any right, title or interest in respect of the Licensed Premises or any part or portion thereof in favour of any third parties.
- 3.5 The Purchaser hereby represents that it has created a charge/mortgage in respect of the Licensed Premises. However, such mortgage or charge in respect of the Licensed Premises shall not adversely affect the validity of the License Agreement.



- 3.6 The Licensee hereby confirms that it is using the Licensed Premises for the permitted purposes only as set out in the License Agreement.
- 3.7 The Parties hereby severally represent that each of them have the full corporate power and authority to execute this Agreement and to perform their respective obligations under the same.
- 3.8 The Parties hereto severally represent that upon execution of this Agreement, the same shall constitute valid and legally binding obligations of the Parties hereto and be enforceable in accordance with the terms hereof.
- 3.9 The Licensee hereby represents and confirms that the original of the License Agreement is in possession of the Licensee and the Licensee will hand over a certified true copy of the License Agreement to the Purchaser simultaneously on the Effective Date.
- 4. ATTORNMENT**
- 4.1 The Licensor hereby attorns the license created in respect of the Licensed Premises in favour of the Licensee under the License Agreement to and in favour of the Purchaser and such attornment is unconditionally accepted by the Purchaser, on and from the Effective Date subject to the terms of this Agreement.
- 4.2 The Licensee and the Purchaser hereby agree and acknowledge that on and from the Effective Date all the terms and conditions of the License Agreement shall be valid and binding upon the Licensee and the Purchaser and shall be subject to the terms of this Agreement.
- 4.3 The Licensee hereby agrees and undertakes to pay the License Fee, CAM Charges and any other amounts, charges, taxes, cess and levies including Service Tax, VAT and any other tax in respect of the Unit as agreed under the License Agreement, with permitted increases, to the Purchaser with the effect from the Effective Date.
- 4.4 The Purchaser is entitled to collect and recover License Fee and all other charges and taxes as agreed under the License Agreement, with permitted increases, from the Licensee with effect from the Effective Date.
- 4.5 It is hereby clarified that subject to the terms of this Agreement, apart from the Purchaser as owner / licensor of the Licensed Premises and the Licensee as licensee thereto, no other party or person shall have any right, title or interest in the Licensed Premises.



- 5. ASSUMPTION OF RIGHTS AND OBLIGATIONS: From the Effective Date:**
- 5.1 The Purchaser shall be entitled to exercise all the rights available to and be bound by all the obligations of the Licensor under the License Agreement. It is however clarified that, the Purchaser shall not be liable to the Licensee and/or the Licensor and/or Simtools, as the case may be, for any breach committed or caused by the Licensor or Licensee or Simtools, as the case may be, under the License Agreement, prior to the Effective Date.
- 5.2 The Licensee undertakes that it shall continue to discharge its obligations under and observe all the terms and conditions of the License Agreement and be responsible and liable to the Purchaser for any breach committed by it, if any, under the License Agreement. Subject to the terms of the License Agreement, the Licensee shall be entitled to all its rights including right to peaceful, undisturbed use and occupation of the Licensed Premises during the term of the license including renewal thereof in accordance with the terms of the License Agreement.

**6. RELEASE OF OBLIGATIONS**

The Licensee and the Purchaser hereby agree and acknowledge that, on and from the Effective Date, the Licensor stands released and discharged from its obligations, liabilities, duties, responsibilities, further performance of its obligations as a 'licensor' in respect of the Licensed Premises under the License Agreement.

**7. CONTINUING OBLIGATIONS**

The Licensor and the Licensee severally covenant and undertake at the cost of the Purchaser to make best efforts to render at all times, all assistance to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the Purchaser may reasonably require in relation to this Agreement, including by way of execution and registration of any further document or such other act.

**8. PAYMENTS AND DEPOSIT**

- 8.1 The Licensor hereto agrees and acknowledges that an amount of Rs.3,30,01,668/- (Rupees Three Crores Thirty Lakhs One Thousand Six Hundred and Sixty Eight Only) had been deposited by the Licensee as interest free, adjustable, refundable Security Deposit with the Licensor. The Licensee and the Purchaser hereby agree and acknowledge that pursuant to the Agreement to Sell the Security Deposit of Rs.3,30,01,668/- (Rupees Three Crores Thirty Lakhs One Thousand Six Hundred and Sixty Eight Only) has been transferred to the Purchaser and, on and from the Effective Date, the Purchaser alone (and not the



KKR



Licensor) shall be liable to refund the aforesaid Security Deposit (and no other amounts) in accordance with the terms of the License Agreement, subject to deductions if any, to the Licensee, upon the expiry or earlier determination of the License Agreement in accordance with the terms of the License Agreement.

#### 9. NOTICES

Any notice required or permitted to be given to the Parties in respect of the Unit shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service, airmail or registered mail or (iii) sent by facsimile, to the addresses mentioned herein below or as may be intimated in writing by the Parties from time to time:

**To the Licensor: Lodha Elevation Buildcon Private Limited**

**Attention:** Surendran Nair

**Address:** Lodha Excelus, Apollo Mill Compound, N.M.Joshi Marg, Mahalaxmi, Mumbai 400011

**Facsimile number:** 022-23024690

**To Simtools: Simtools Private Limited**

**Attention:** Surendran Nair

**Address:** Lodha Excelus, Apollo Mill Compound, N.M.Joshi Marg, Mahalaxmi, Mumbai 400011

**Facsimile number:** 022-23024690

**To the Licensee: Willis Processing Services (India) Private Limited**

**Attention:** Prashant Mirani

**Address:** Plant No. 6, Godrej & Boyce Mfg. Co. Compound, Pirojsha Nagar, Vikhroli (West), Mumbai 400079

**Facsimile number:** 022-25192000

**To the Purchaser: Trilokesh City Developers LLP**

**Attention:** Mrs. Pragna Kirti Kedia

**Address:** c/o Transcon Sheth Creators Pvt. Ltd., C-302 Waterford Building, Above Navnit Motors, Juhu Lane, Andheri West, Mumbai 400 058

**Facsimile number:** 022-66894000

#### 10. DISPUTE RESOLUTION AND GOVERNING LAW

- 10.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and agreement.



✓ ✓



- 10.2 If the dispute or difference cannot be resolved within a period of 15 days, from the notice by the aggrieved Party under sub clause 10.1 above, then the dispute shall be referred to arbitration of sole arbitrator mutually appointed by the Parties. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language.
- 10.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. Judgment upon the award may be entered by the Courts in Mumbai.
- 10.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 10.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

#### **11. MISCELLANEOUS**

- 11.1 Stamp duty, registration charges and all miscellaneous expenses payable in respect of this Agreement and/or any further or other document shall be borne and paid by the Purchaser.
- 11.2 The duly stamped and registered original of this Agreement shall be retained by the Purchaser, while the Lessor and the Licensee shall each be entitled to keep notarized true copies thereof.

#### **SCHEDULE MENTIONED HEREINABOVE** **(Description of the Licensed Premises)**

IT/ITES Unit being the entire 7<sup>th</sup> floor in Wing A and B aggregating to an area of 91,695.70 square feet equivalent to 8518.81 square meters, consisting of (A) carpet area of 71,893.95 square feet equivalent to 6679.17 square meters; and (B) exclusive right to use an area admeasuring 19,801.75 square feet equivalent to 1839.64 square meters situated at "Lodha i-Think Techno Campus" standing on a portion of property bearing Sr nos.74/P, 75/1, 75/2, 76/P, 72/8(P) & 72/9(P) along with 110 car parking spaces situate at Pokharan Road No.2, Behind TCS, Off Eastern Express Highway, Village of Panchpakhadi, Registration Sub-Registrar District of Thane (West) – 400607.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND  
SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST  
HEREINABOVE WRITTEN**

K Karpal



9 9

9 9

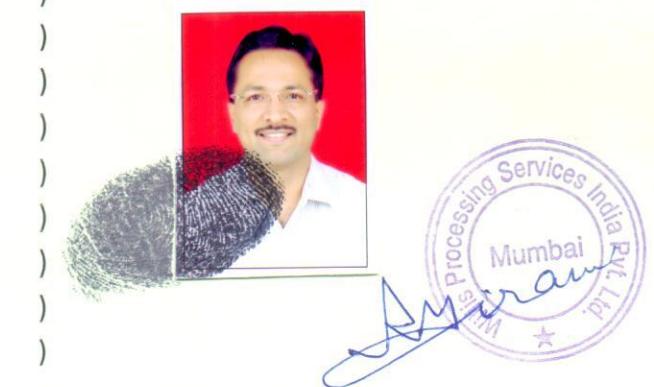
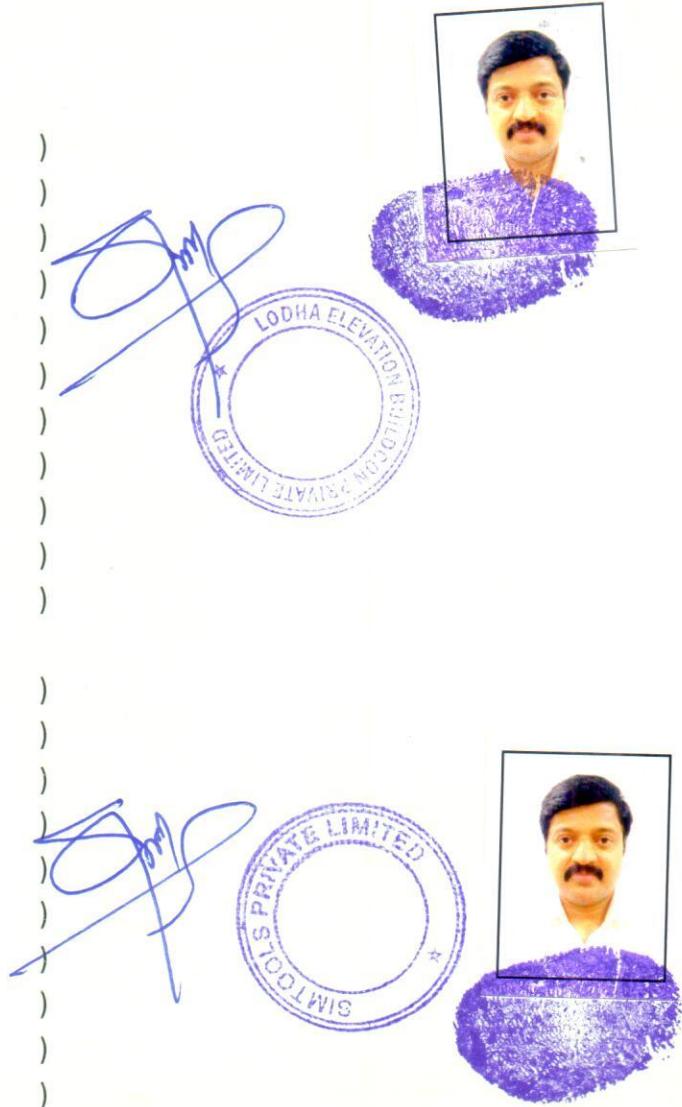


**SIGNED AND DELIVERED BY THE**  
Within named Licensee  
**LODHA ELEVATION BUILDCON PRIVATE**  
**LIMITED**  
through its authorized signatory  
Surendran Nair  
pursuant to Board Resolution  
passed in the Board Meeting held on  
15<sup>th</sup> September 2015  
in the presence of:

**SIGNED AND DELIVERED BY THE**  
Within named Simtools  
**SIMTOOLS PRIVATE LIMITED**  
through its authorized signatory  
Surendran Nair  
pursuant to Board Resolution  
passed in the Board Meeting held on  
15<sup>th</sup> September 2015  
in the presence of:

**SIGNED AND DELIVERED BY THE**  
Within named Licensee  
**WILLIS PROCESSING SERVICES (INDIA)**  
**PRIVATE LIMITED**  
through its authorized Signatory  
Mr. Prashant Mirani  
pursuant to Board Resolution  
passed in the Board Meeting held on  
06<sup>th</sup> November, 2015  
in the presence of:

**SIGNED AND DELIVERED BY THE**  
Within named Purchaser  
**TRILOKESH CITY DEVELOPERS LLP**  
through its Designated Partner  
Kirti Vishwanath Kedia  
in pursuance of Resolution dated  
08<sup>th</sup> September 2015  
in the presence of:



# Anneasure 'A'

335/8593

पावती

Original/Duplicate

Tuesday, September 02, 2014

नोंदणी क्र.: 39म

7:00 PM

Regn.: 39M

पावती क्र.: 10656 दिनांक: 02/09/2014

गावाचे नाव: पांचपाखाडी

दस्तऐवजाचा अनुकरणक: टनन5-8593-2014

दस्तऐवजाचा प्रकार: 36-अ-लिब्ह अंड लायसन्सेस

सादर करणाऱ्याचे नाव: लोधा एलिवेशन बिल्डकॉन प्रा ली तरफे कु मु सुरेन्द्रन नायर तरफे कु मु पंढरीनाथ केसरकर

नोंदणी फी	रु. 1000.00
दस्त हाताळणी फी	रु. 2160.00
डाटा एन्ड्री	रु. 20.00
पृष्ठांची संख्या: 108	

एकूण: रु. 3180.00

आपणास मूळ दस्त, यैनेल प्रिंट, सूची-२ व सीडी अंदाजे 7:14 PM हा वेळा मिळेल  
Joint Sub Registrar, Haze 51  
प्र सह दुयम निवधक ठाण क्र. ५

बाजार मुळ: रु. 33001668/-

मोबाइल: रु. 5500278/-

भरलेले मुद्रांक शुल्क: रु. 992000/-

- 1) देयकाचा प्रकार: eChallan रक्कम: रु. 1000/-  
डीडी/धनादेशगो आईर क्रमांक: MH002614659201415M दिनांक: 01/09/2014  
वैकंचे नाव व पत्ता:
- 2) देयकाचा प्रकार: By Cash रक्कम: रु 2180/-

P.R. Karkh

CERTIFIED TRUE COPY

For Lodha Elevation Builders Pvt. Ltd.

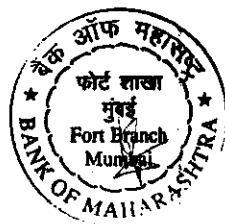
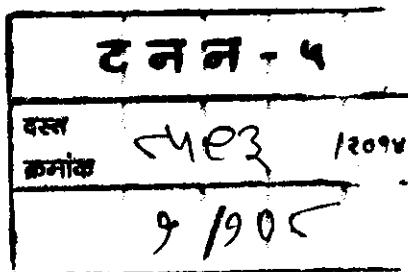
Directors/Authorised Signatory

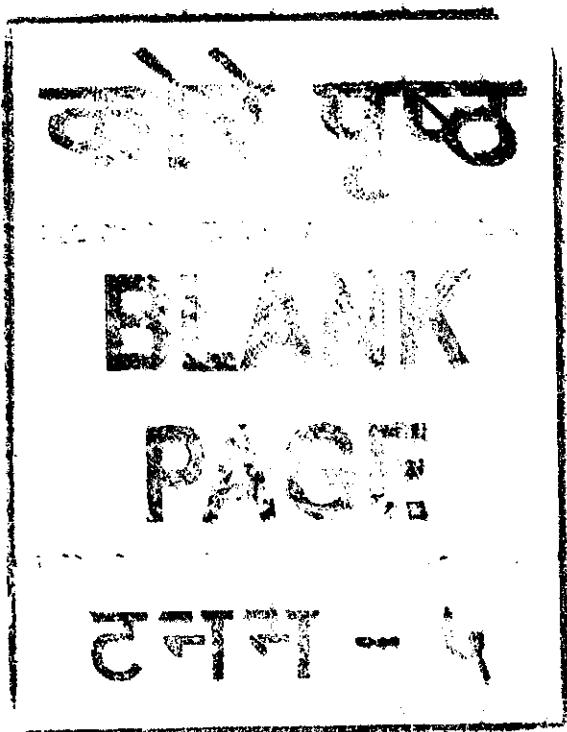


**CHALLAN**  
MTR Form Number-6

GRN	MH002614799201415M	BARCODE	Date	01/09/2014-14:27:59	Form ID	36A				
Department	Inspector General Of Registration		Payer Details							
Type of Payment	Non-Judicial Customer-Direct Payment		TAX ID (If Any)							
	Sale of Non Judicial Stamps IGR Rest of Maha		PAN No. (If Applicable)	AAACT1796R						
Office Name	THN5 THANE NO 5 JOINT SUB REGISTRA		Full Name	WILLIS PROCESSING SERVICES INDIA PVT LTD						
Location	THANE		Flat/Block No.	SURVEY NO 72/7 PART 72/8 PART AND 72/9 PART						
Year	2014-2015 One Time		Premises/Building							
Account Head Details		Amount In Rs.	Road/Street	71893.95 SQ FT 7TH FLOOR A/B WING LODHA						
0030046401 Sale of NonJudicial Stamp		992000.00	Area/Locality	PANCHPAKAHDI						
			Town/City/District							
			PIN	4	0	0	6	0	7	
			Remarks (If Any)							
			PAN2=PN=LODHA ELEVATION BUILDCON P							
			VT LTD-CA=0							
			Amount In	Nine Lakh Ninety Two Thousand Rupees Only						
Total		992000.00	Words							
Payment Details		BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK							
Cheque-DD Details			Bank Name	REF No.	02300042014090231812		180579255			
Cheque/DD No			Date	19-09-14	02/09/2014-13:17:34					
Name of Bank			Bank Branch	BANK OF MAHARASHTRA						
Name of Branch			Scroll No.	Not Verified with Scroll						

Mobile No. : Not Available



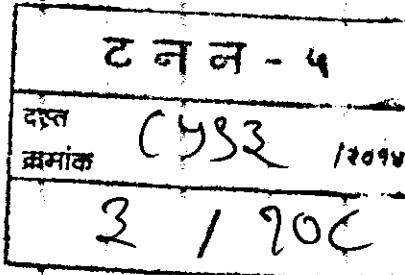


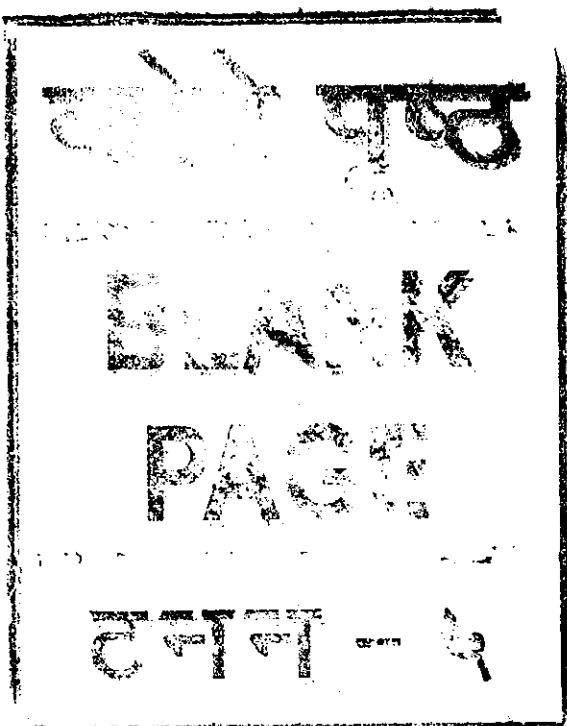
ट ल अ - ५	
दस्त अमाल	CY82 / १०९४
२ / १९०८	

**CHALLAN**  
MTR Form Number-6

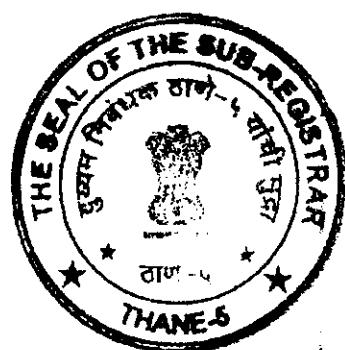
GRN	MH002614659201415M	BARCODE	Date	01/09/2014-14:25:23	Form ID	36A	
Department Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fees Ordinary Collections IGR	TAX ID (If Any)					
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRA	PAN No. (If Applicable)					
Location	THANE	Full Name	WILLIS PROCESSING SERVICES INDIA PVT LTD				
Year	2014-2015 One Time	Flat/Block No.	CS NO 72/7 PART 72/8 PART AND 72/9 PART				
Account Head Details		Amount In Rs.	Road/Street	AREA 71893.95 SQ FT CARPET 7TH FLOOR			
0030063301 Amount of Tax		1000.00	Area/Locality	VILLAGE PANCHPAKHADI			
			Town/City/District				
			PIN	4 0 0 6 0 7			
			Remarks (If Any)	PAN2--PN=LODHA ELEVATION BUILDCON P VT LTD~CA=0			
			Amount In	One Thousand Rupees Only			
Total:			Words				
Payment Details		BANK OF MAHARASHTRA	REF No.	02300042014090130591 190430037			
Cheque-DD Details		THE STATE BANK OF INDIA THANE-5	Date	01/09/2014-18:41:06			
Cheque/DD No			Bank-Branch	BANK OF MAHARASHTRA			
Name of Bank			Scroll No. , Date	Not Verified with Scroll			
Name of Branch							

Mobile No. : Not Available





टनन - ५		
दस्त	CY32	1/2094
क्रमांक		
८ / १९०८		



ट न नं - ५	
दस्त	८१३३
क्रमांक	/१०४६
५ /१०८	

#### LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT for Leave and License made at Mumbai on this 02 day of Sep., 2014 ("Effective Date").

#### BETWEEN:

**LODHA ELEVATION BUILDCON PRIVATE LIMITED, CIN No. U45200MH2007PTC168707**, a Company incorporated under the Companies Act, 1956 and having its registered office at 216, Shah & Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai-400 018 (hereinafter referred to as "Licensor" which expression unless excluded by or repugnant to the context shall include its successors-in-interest and / or assigns) of the FIRST PART;

AND

**SIMTOOLS PRIVATE LIMITED, CIN No U99999MH1964PTC012859**, a company incorporated under the Companies Act, 1956 and having its registered office at 216,



Shah & Nahar Estate, Dr. E. Moses Road, Worli, Mumbai - 400 018 (hereinafter referred to as "SIMTOOLS") (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title, administrators and assigns) of the SECOND PART;

AND

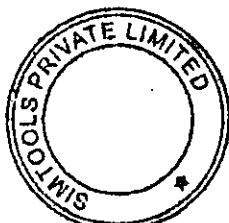
**WILLIS PROCESSING SERVICES (INDIA) PRIVATE LIMITED**, CIN No. U72300MH1992PTC066724, a Company incorporated under the Companies Act, 1956 and having its registered office at Plant No. 6, Godrej & Boyce Mfg. Co. Compound, L.B.S. Marg, Vikhroli (West), Mumbai- 400 079 (hereinafter referred to as "the Licensee") (which expression shall unless contrary to the context or meaning thereof, mean and include its successors-in-interest) of the THIRD PART.

WHEREAS:

- A. Sirtools has inter alia developed and constructed a building known as "i-Think Techno Campus" a building more particularly described in the Second Schedule hereunder on all those pieces and parcels of land, more particularly described in the First Schedule hereunder written ("Property"). Simtools is presently a wholly owned subsidiary of the Licensor.
- B. The Licensee is engaged inter alia in the business of providing services related to IT/ITES and declares that it has the approvals and licenses to operate the said business. The Licensee shall apply for and obtain a letter of intent from the Directorate of Industries to carry out IT/ITES activities from the Said Unit (defined below) pursuant to execution of this Agreement. The Licensee shall use the Unit for IT/ITES use only and shall promptly provide a copy of the letter of intent to the Licensor. The Licensee is a company having a paid up capital of more than Rs. 1,00,00,000/- (Rupees One Crore only).
- C. The Licensor is in its own right, title and interest seized and / or sufficiently entitled to the Said Unit. The Licensee has been provided with the copies of the deeds and documents relating to the title of Said Unit including the relevant permissions granted by statutory and administrative authorities to construct the said Building. The Licensee is satisfied with regard to the Licensor's entitlement to the Said Unit.

Relying on the Licensor's title and its representations, declarations, undertakings and warranties, the Licensee has requested the Licensor to grant to the Licensee a Leave and License to use the Said Unit without in any way creating any right, title or interest, of any nature whatsoever, in favour of the Licensee in respect of the Said Unit. The Licensee intends to and has represented that the Licensee shall use the Said Unit for IT/ITES use/purpose only.

- E. Relying upon the aforesaid representations, declarations and undertakings, the Licensor has agreed to grant to the Licensee a License (as defined hereinbelow) to use the Said Unit for a period of 60 (Sixty) months from the Fit out Date (defined below) and subject to the terms and conditions set out herein under.
- F. Relying upon the aforesaid representations, declarations and undertakings, the Licensor has agreed to grant to the Licensee a License (as defined hereinbelow) to use the Said Unit alongwith 110 (one hundred ten only) car parks allocated to the Licensee free of cost during the term of the Leave & License Agreement within the building Unit for a period of 60 (Sixty) months and subject to the



terms and conditions set out herein under.

- G. The Licensor has obtained a no objection cum non-disturbance letter dated 25<sup>th</sup> August 2014 from Punjab National Bank ("PNB Letter") to give the portion of the Unit in Wing B of the Building on leave and license basis to the Licensee. A copy of the PNB Letter is hereto annexed and marked as Annexure 3.
- H. Simtools is executing this Agreement in its capacity as a confirming party. Simtools represents that notwithstanding the fact that it is entitled to the Unit, it has permitted the Licensor to give the Unit on leave and license basis for the license fee and on the terms and conditions it deems fit and forever discharges the Licensee from any payments to it.

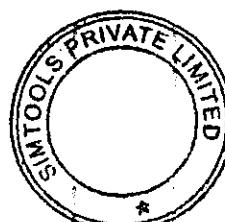
**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

The Recitals hereinabove form an integral and operative part of this Agreement.

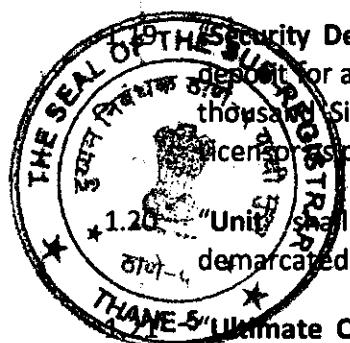
**1 DEFINITIONS**

In this Agreement the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires:

- 1.1 "Building" shall mean the building constructed as "Lodha i-Think Techno Campus" on the Property. The said Building is more particularly described in the Second Schedule hereunder written.
- 1.2 "Carpet Area" shall mean the aggregate carpet area of the Unit i.e. 71,893.95 sq. ft. (i.e. unit in Wing A and unit in Wing B) including all, passages, decks, balconies, service slabs, elevation treatment cupboards, niches and/or any other area which the Licensee is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- 1.3 "Car Park" shall mean 110 (one hundred ten only) car parks allocated to the Licensee bearing Nos. 677-716, 814-821, 826-833, 864-870, 919-924, 636-643, 822-825, 837-866, 916-917 in the Building as identified in the Plan hereto annexed and marked Annexure 4 free of cost during the term of the Leave & License Agreement.
- 1.4 "Commencement of License" shall mean the date of hand over of the Unit by the Licensor to the Licensee as specified in Clause 4.1 of the Agreement.
- 1.5 "Default" shall mean a default committed by the Licensee as specified in Clause 10 of this Agreement.
- 1.6 "Date of Commencement of License Fee" shall mean the day after the expiry of the Rent Free Period.
- 1.7 "Date of Commencement of CAM Charges" shall mean 1<sup>st</sup> December 2014 or the date on which the materials/equipment are first placed within the Unit by the Licensee, whichever is earlier.
- 1.8 "Date of Offer of Possession (For Fitouts)" shall mean the date of executing and registering the Leave and License Agreement.



- 1.9    "**Fit Out Date**" shall mean the date of Handover of Unit for fitouts simultaneously with the execution of the Leave and License Agreement and subject to the Licensor receiving the security deposit and any other amounts as per this Agreement.
- 1.10    "**Rent Free Period**" shall mean a period from the Fit Out Date up till the date of commencement of operations from the Unit by the Licensee or 14th February 2015, whichever is earlier.
- 1.11    "**IT/ITES**" shall mean Information Technology / Information Technology Enabled Services.
- 1.12    "**Licensee Lock-in-Period**" shall mean the period of 36 (thirty six) months from the Date of Offer of Possession (for fit outs).
- 1.13    "**Licensor Lock-in-Period**" shall mean the period of 60 (sixty ) months from the Date of Offer of Possession (for fit outs).
- 1.14    "**Lock-in Periods**" shall mean Licensee Lock-in-Period and Licensor Lock-in-Period.
- 1.15    "**License**" shall mean the grant to the Licensee during the Period of License a right to do, or continue to do in or upon the Said Unit of the Licensor something which would, in the absence of such right, be unlawful and such right does not amount to an interest in the Unit.
- 1.16    "**License Fees**" shall mean a license fee of Rs. 5,500,278/- (Rupees Fifty Five Lakhs Two Hundred and Seventy Eight only) per month, subject to escalation as specified in clause 6.1.
- 1.17    "**Minimum Threshold Capital**" shall mean the paid up capital of Rs.1,00,00,000/- (Rupees One Crore only) of the Licensee or such other amount as may be required to be maintained under the Maharashtra Rent Control Act, 1999 or such other legislation as may be applicable for leave and license arrangements in Maharashtra .
- 1.18    "**Period of License**" shall mean period specified in Clause 4.1 of this Agreement.

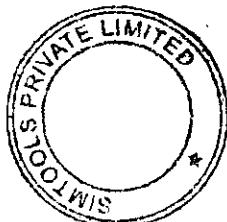


"**Security Deposit**" shall mean an interest free, adjustable, refundable security deposit for an amount of Rs. 3,30,01,668/- (Rupees Three crore Thirty Lacs One thousand Six hundred and Sixty Eight only) payable by the Licensee to the Licensor under the terms of this Agreement.

1.20    "**Unit**" shall mean Unit more particularly described in Third Schedule and demarcated in red colour boundary in plan attached hereto.

**THANE-5** "**Ultimate Organization**" shall mean a company incorporated and registered under provisions of the Companies Act, 1956 or a co-operative society formed and registered under provisions of the Maharashtra Co-operative Societies Act, 1960 or a condominium formed under provisions of the Maharashtra Apartment Owners Act, 1970 as amended/replaced from time to time.

दस्त	2	INTERPRETATION
क्रमांक	२४३	१३०९४
In this Agreement where the context admits:		
2.1	All references in this Agreement to statutory provisions shall be construed as meaning and including references to:	



A A



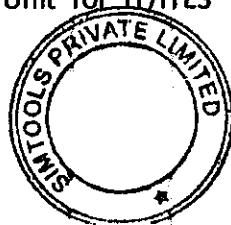
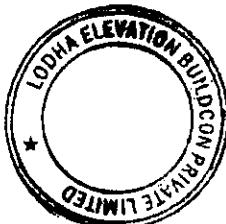
- a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - b) All statutory instruments or orders made pursuant to a statutory provision; and
  - c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any references to the masculine, the feminine and the neuter shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day;
- 2.10 The Licensor and the Licensee are referred to herein individually as "Party" and collectively as the "Parties"
- 2.11 The Annexures form an integral part of this Agreement.

### **3 GRANT**

- 3.1 **Grant of License:** In consideration of the representations and warranties made by the Licensee and fully relying thereon and in consideration of the payments to be made by the Licensee to the Licensor under this Agreement, the Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor a non-transferable, non-assignable and non-heritable license to use the said Unit alongwith the Car Parks allocated to the licensee free of cost during the term of the Leave and License Agreement within the Building. The Licensee agrees that the Licensor has subject to the terms and conditions herein agreed to grant the license on a restricted and limited permission basis, on leave and license (without in any way creating any tenancy/tenancy/right/title/interest and/or any other relation, except what is mentioned in this Agreement). The Licensee shall use the Unit for IT/ITES



Q  
A



purpose only.

- 3.2 **No Possession:** The Licensee agrees and confirms that notwithstanding the License, at all times the exclusive and legal possession of the Said Unit shall remain and deemed to be with the Licenser.

#### 4 PERIOD OF LICENSE

- 4.1 **Period:** Unless determined earlier hereunder, the License granted herein is for a period of 60 (Sixty) months from the Fit Out Date ("Period of License").
- 4.2 **Escalation:** There will be an escalation by 15% on the License fee after every 3 years from the Date of Commencement of License Fee.
- 4.3 **Rent Free Period:** At the request of the Licensee, the Licenser has agreed to permit and allow the Licensee to carry out and complete the fit out of the Unit in the Rent Free Period. The Licensee shall complete the fit out in the Unit at its own costs, charges, risks, consequences and necessary approvals that may be required in this regard. The Licensee shall complete such work with due care and under professional supervision so as not to cause damages/losses/disturbances to the Licenser and other occupants in the Building. Provided however the Unit will be handed over to the Licensee, in the Handover condition, more particularly provided in Annexure-2. The Licenser shall, at the cost and expense of the Licensee, provide assistance to the Licensee for obtaining the requisite permissions for carrying out fit out and improvement works in the Unit.

#### 5 LOCK-IN-PERIOD

Subject to the terms of the Agreement, neither Party shall be entitled to terminate/ cancel this Agreement during its respective Lock-in Period.

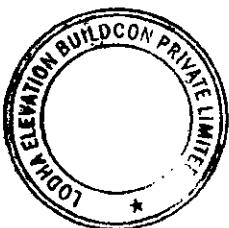
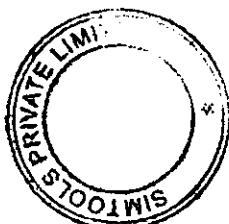
#### 6 LICENSE FEES, COMMON AREA MAINTENANCE CHARGES, SECURITY DEPOSIT AND COMMON AREA MAINTENANCE DEPOSIT

##### 6.1 License Fees

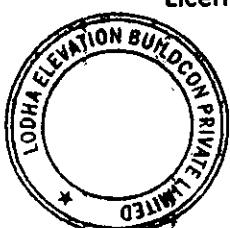
- 6.1.1 **Amount:** (a) In consideration of the License granted, the Licensee shall pay the License Fee being an amount of Rs. 5,500,278/- (Rupees Fifty Five Lakhs Two Hundred and Seventy Eight only) per month, from the Date of Commencement of the License Fee, subject to the tax deduction at source as per the Income Tax Act, 1961 (as amended from time to time). In the event any payments due to the Licenser are delayed, interest @ 18% p.a. compounded monthly shall be paid by the Licensee to the Licenser from the date of default till the date of payment. (b) It is agreed between the Parties hereto that the Licensee shall pay the License Fee on a monthly basis in advance on or before the 5<sup>th</sup> day of every month subject to the tax deduction at source as per the Income Tax Act, 1961 (as amended from time to time) and subject to receipt of a valid invoice by or before the 1<sup>st</sup> day of the relevant month. In case of delay in receiving the invoice by the 1<sup>st</sup> day of the relevant month, the Licensee shall pay License Fee within 5 days from receipt of the invoice.

ट न न -  
दस्त  
क्रमांक CYB3  
१० / १०८  
(c) The payment of the License Fee shall commence after the Rent Free Period.

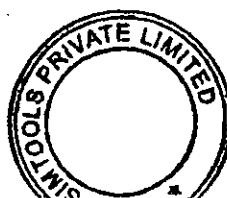
##### 6.2 CAM Charges



- 6.2.1 The Licensee shall be entitled to use Common Areas and Amenities mentioned in Annexure-1. The maintenance of the common areas of the building / development shall be handled by a facilities management company (FMC), which shall initially be appointed by the Licensor for a period upto 60 months starting from the Date Of Offer Of Possession (For Fit Outs) and thereafter, may be decided by the Ultimate Organisation, if applicable.
- 6.2.2 The Licensee shall pay the CAM charges on the basis of costs charged by the FMC which shall be on the basis of costs incurred by the FMC + 20% from the Date of Commencement of CAM Charges. The costs incurred by FMC shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the said building/development. The FMC shall provide a monthly per sq. ft. rate, valid for the forthcoming financial year, based on estimate of these costs on/by 15<sup>th</sup> March and the Licensee shall be obliged to pay the same on/before the 1<sup>st</sup> day of each quarter of that Financial Year. The Licensee shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.
- 6.2.3 The FMC shall provide reconciliation of the expenses towards CAM charges with documentary proof on/before 30th June after the end of the relevant Financial Year and any credit/debit thereto shall be settled on/before 30th August. CAM Charges are currently estimated at Rs. 9,84 per sq. ft. of Carpet Area. At the written request of the Licensee, the Licensor shall provide inspection of supporting documents pertaining to the CAM charges.
- 6.2.4 The Licensee agrees to be bound by the rules and regulations that may be framed by the FMC, from time to time, for the conduct and maintenance of the building provided a copy of such rules and regulations are provided to the Licensee and no financial obligation is cast on the Licensee except where the Licensee has committed material breach of any such rules and regulations making it liable for penal consequences as per the rules/regulations/bye-laws resulting in.
- 6.2.5 The Licensee is aware that the Licensor is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Licensor does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Licensor is not and shall not be responsible or liable in connection with any defect or the performance/ non performance or otherwise of these services provided by the respective Service Providers/FMC. However, the Licensor shall make best endeavours to ensure that the Licensee is provided with satisfactory and uninterrupted services by the FMC.
- 6.3 **Electricity Charges:** There will be a sub-meter installed for the Said Unit and the Licensee shall pay for electricity charges on actual usage basis. The Licensor shall provide power load to the Unit as per Building provisions from the local electricity board and Diesel Gensets shall be provided as 100% power backup as provided for the building.
- 6.4 **Utilities and Consumables:** The License Fees and CAM Charges payable by the Licensee is exclusive of all utilities and consumables, telephone bills,

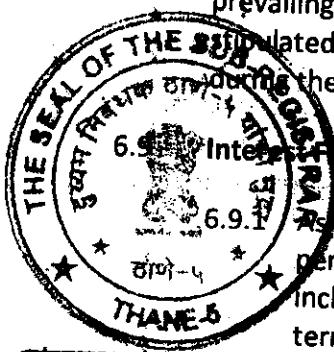


8  
9  
7



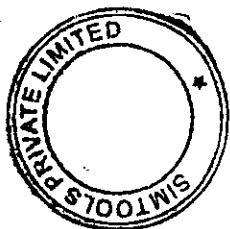
telecommunication including electricity, diesel and water with respect to the said Unit, which shall be payable on actuals within 7 days of receipt of the relevant invoice, and same shall be borne by and/or to be accounted of and/or payable by the Licensee. Further all equipment, staff and related charges will be borne by the Licensee.

- 6.5 **Municipal and Others Taxes:** All present and future ground rent, property taxes, municipal taxes, land and building taxes, cess and levies payable in respect of the Said Unit, shall be borne by the Licenser. During the Period of License, all other taxes related to use and occupation (present or future) including Service tax, levies, charges, VAT or any other tax/levy, as is or will be applicable on the License Fees or in respect of the Said Unit (save and except any charges/levies or amount by whatever name called that the FMC or Ultimate Organization/Federation may impose in addition to the amounts agreed to be paid by the Licensee) shall be borne by / to the account of the Licensee. Any increase or decrease of property tax shall be borne and paid by the Licenser alone.
- 6.6 Except for the letter of intent to be obtained by the Licensee from the Directorate of Industries, no permission of the Collector/statutory body/authority is required by the Licenser and/or Simtools for granting the Unit and the Car Parks on leave and license basis nor any premium or other amount by whatever name is leviable and/or payable by Licenser and/or Simtools.
- 6.7 The Licenser and Simtools jointly and severally agree and undertake to pay such premium/charge if levied/demanded in respect of the Unit and Car Parks and indemnify the Licensee from any such claim, demand, costs and forthwith pay the same. If the Licenser / Simtools neglects to make any payment which the Licenser / Simtools is bound to make, and which if not made by them, is recoverable from the Licensee or against the Unit and / or Car Parks, the Licensee may make such payment and deduct it from the License Fee or other charges payable to the Licenser, or otherwise recover it from the Licenser and such deduction shall not and will not be treated as a failure or breach to have paid the License Fee for the relevant month then due.
- 6.8 **Tax Deduction At Source:** The payment of the License Fee and Maintenance Charges is subject to the deduction of tax at source ("TDS") as per the prevailing provisions of the Income Tax Act, 1961. The Licensee shall within the stipulated period issue a TDS certificate to the Licenser for such tax deducted in the respective quarter.



दस्त क्रमांक	ट न न - CYS3 92 / 90
-----------------	----------------------------

As and by way of assurance to the Licenser, for the due and proper performance and compliance of all its obligations under this Agreement including vacating of the Said Unit on expiry of the Period of License or termination thereof (in addition to the payment of the License Fees and all other amounts as mentioned herein), the Licensee has, on or before the execution hereof deposited and shall keep deposited with the Licenser by way of interest free, refundable, adjustable security deposit of a sum of Rs. 3,30,01,668/- (Rupees Three crore Thirty Lacs One thousand Six hundred and Sixty Eight only) ("Security Deposit") (the entire payment and receipt of which the Licenser hereby admits and acknowledges and forever acquires, releases and discharges the Licensee forever) as under:



i. Rs. 55,00,278 (Rupees Fifty Five Lakhs Two Hundred and Seventy Eight Only) being 1 month of License fee paid by the Licensee to the Licensor at time of signing of the Letter of Intent dated 27th June 2014.

ii. Rs. 2,75,01,390 (Rupees Two Crores Seventy Five Lakhs One Thousand Three Hundred and Ninty Only) \_\_\_\_\_  
being 5 month's of License Fee paid by the Licensee to the Licensor, on the Date of Offer of Possession (for fitouts), hereof.

**6.9.2** There shall be no escalation on the Security Deposit. Provided however, in the event the Licensor adjusts any amount from the Security Deposit due to the delay in payment of any amounts by the Licensee to the Licensor, the Licensee undertakes to promptly and no later than 7 days pay to the Licensor the differential amount towards the Security Deposit. The Licensee agrees that failure/delay to pay such amounts shall be a breach of the terms of this Agreement. The Security Deposit shall remain deposited with the Licensor throughout the subsistence of the Agreement and subject to the provisions hereof, the Licensor shall return to the Licensee the said Security Deposit, after deductions, if any, on expiry of the Period of License hereunder granted or on sooner / earlier determination of the License granted hereunder simultaneously upon the Licensee removing itself, its belongings, staff and personnel from the Said Unit and after adjusting the dues and/or deductions, if any, payable by the Licensee to the Licensor under this Agreement. Subject to the terms of this Agreement, in the event of failure on the part of the Licensor to refund the Security Deposit to the Licensee in spite of the Licensee being ready and willing to hand over the Unit to the Licensor, then in such event, the Licensee shall be entitled to continue to use and occupy the Unit and Car Parks without payment to the Licensor of any License Fee or other compensation and such use and occupation by the Licensee shall neither constitute a default by the Licensee under this Agreement nor result in the Licensee being a trespasser in the Unit and / or Car Parks, the Licensee being obliged to handover the Unit and Car Parks to the Licensor only simultaneously with the Licensor refunding to the Licensee the Security Deposit as aforesaid. Without prejudice to the aforesaid and notwithstanding anything herein contained, the Licensor shall be liable to pay interest at 18% (Eighteen percent) p.a. compounded on a monthly basis on the Security Deposit to be calculated from the date of expiration of the Period of License by efflux of time or upon sooner determination of this Agreement till full realization of by the Licensee together with the due interest thereon.

**6.10 Interest on outstanding balances**

The Licensee shall without prejudice to any other rights and/or remedies available to the Licensor, pay to the Licensor interest at the rate of 18% (Eighteen percent) per annum compounded on a monthly basis to be calculated from the due date of each such defaulted payment upto the date of full realization thereof by the Licensor, together with the due interest thereon.

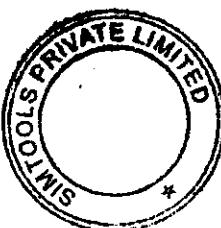
**6.11 Ultimate Organization**

The Licensee understands that an Ultimate Organization/Federation will be formed and a Facility Management Company will be appointed as per the terms decided by the Licensor, provided that no financial obligation is cast on the Licensee over and above the amounts agreed to be paid by the Licensee under

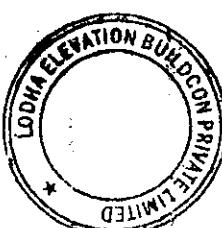


9

9



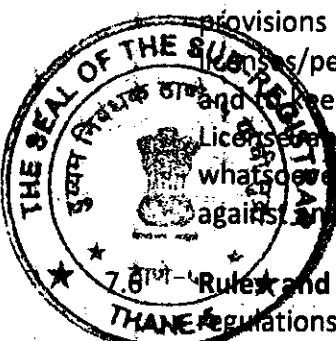
9



this Agreement unless the Licensee has committed a breach of such rules, bye-laws, regulations making it liable for penal consequences as per the rules/regulations / bye-laws.

## 7 OBLIGATIONS AND COVENANTS OF THE LICENSEE

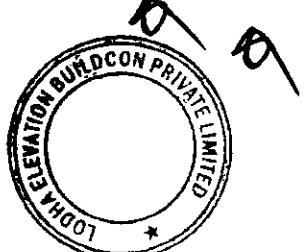
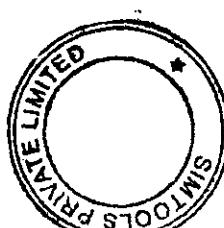
- 7.1 Payment of the License Fees:** The Licensee shall pay the License Fees on or before the 5<sup>th</sup> day of each month regularly without any delay or any default and without abatement.
- 7.2 Internal Maintenance:** The Licensee shall keep and maintain the Said Unit, at all times during the Period of License and till vacation of the said Premise, in a clean and tidy manner (reasonable wear and tear accepted). The Licensee will carry out day-to-day maintenance of the Said Unit and the fixtures and fittings installed therein including normal maintenance, minor repairs, painting, distempering and polishing the interiors, at its own cost.
- 7.3 Pollution and Nuisance:** The Licensee shall not use the Said Unit in such a manner as would lead to pollution, health hazards, noise, offensive fumes or smell or in such manner which may be or become a source of nuisance to the Licenser and other occupants of the Building.
- 7.4 Combustibles:** The Licensee shall not store or allowed to be stored any combustible, dangerous, hazardous or explosive substance/material within the Said Unit. The Licensee understands that gas cooking is prohibited in the Unit and/or in Common Areas and Amenities and/or in any part of Building and hereby undertakes that it shall not and shall cause any occupants/employees/agents/contractors/visitors/or any person not to use the cooking gas, for any reason, whatsoever.
- 7.5 Statutory Compliance:** The Licensee shall obtain all relevant approvals required from all relevant statutory bodies as and when required to carry out IT/ITES activities in the Unit. The Licensee shall procure all the necessary licenses required for operation of its business in the Unit at its own costs and expenses. The Licenser shall provide necessary assistance or documentation required if any. The Licensee shall obey and abide by all applicable laws including Bombay Shops & Establishment Act, 1948, labour laws and the provisions of law of anti-pollution (if applicable) and obtain appropriate permissions/permissions to the extent applicable from the appropriate authorities and to keep the same renewed and subsisting at all times during the Period of License and the Licenser shall not be liable for any breach of any nature whatsoever in this regard and the Licensee hereby indemnifies the Licenser against any claim or loss in this regard.



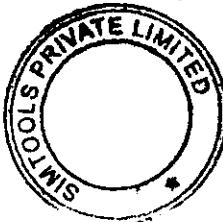
**7.6 Rules and Bye-laws:** The Licensee shall perform and observe all the rules, Regulations and bye-laws, if applicable to the Building/Unit, a copy of which the Licenser shall provide to the Licensee, as also the provisions of this Agreement provided that no financial obligation shall be cast on the Licensee unless the Licensee has committed a breach of such rules, bye-laws, regulations making it liable for penal consequences as per the rules/regulations/bye-laws and not do and/attempt to do any act, deed, matter or thing as would constitute a breach of the rules, regulations and bye-laws applicable to the Building and Said Unit.

ट न न - १  
दस्त क्रमांक CY33

- 7.7 Signage:** On and from the Date of Offer of Possession (for fitouts) the Licensee shall be allowed to display its name and logo on the floor level of the Unit at no additional cost, subject to approval of the Licenser with respect to the size and

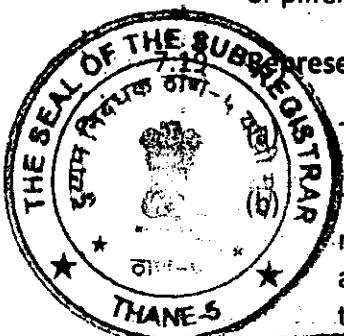


- design, which approval the Lessor shall not unreasonably withhold. The Lessor shall endeavour to provide the Licensee's name/signage in the main building directory at no additional cost. The cost for creating and installing of Logo/signage shall be borne by the Licensee.
- 7.8 **Unlawful Activity:** The Licensee shall not carry on or allow to be carried on in the Said Unit any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive anti-social, illegal or which may be or become a source of nuisance to the Lessor or other occupants in the Building.
- 7.9 **Demolition Prohibited:** The Licensee shall not demolish, damage or remove any building structure and fixture which is built, erected or fixed on the Said Unit, the RCC walls, exterior ceiling water proofing and all other parts of the Said Unit and shall during the term hereof keep the same in good order and condition, as it is, at the Commencement of License. During the Period of License, the Licensee shall have the right to undertake internal alterations without affecting the structural work subject to prior written approval of the Lessor.
- 7.10 **Inspection and Repair:** The Licensee shall allow the Lessor and/or any person authorized by the Lessor or its agents, at all reasonable times during the Period of License, to enter upon the Said Unit by giving 24 hours written notice, to inspect the condition thereof and give notice of any wrongful use, damage, repairs etc. in the Said Unit which has been caused by any act or default on the part of Licensee. The Licensee shall be bound to repair the damage within 15 (fifteen) days after such notice has been provided by the Lessor.
- 7.11 **Retention of the Unit:** Save and except as provided in clause 12.11 below, the Licensee shall not allow or permit any person other than its employees, staff and visitors/clients to enter and use the whole or any part of the Said Unit in any manner whatsoever or under any circumstances or for any reason whatsoever.
- 7.12 **Access:** The Licensee and its labourers / contractors and architects shall be entitled to unlimited access to the Unit, common areas and the entrances of the Building during the period within which the fit outs are being carried out in the Units. The Licensee, its employees, officers, directors etc. shall at all times (i.e. 24x7x365) be entitled to unlimited access and use of the Unit and the Car Parks, subject to not breaching any provisions of this Agreement and/or law and cause nuisance or disturbance or damage to the Building and Unit of other occupants of the Building.
- 7.13 **Employees:** It is hereby agreed between the Parties that the Lessor shall not be responsible and/or liable in any manner whatsoever ~~regarding~~ <sup>NAME</sup> regard to the employees/personnel of the Licensee. The Licensee shall at all times be responsible for the acts and/or omissions of all the employees or personnel of the Licensee.
- 7.14 **No Tenancy:** The Licensee shall not claim protection and/or any right under any of the provisions of the Maharashtra Rent Control Act, 1999 and/or any other statutory enactment thereto and/or otherwise irrespective of any acts, ruling judgments etc.). It is the express intention of both Parties to this Agreement that what is contemplated under this Agreement is a grant of License, being a permissible personal license/permission given by the Lessor to the Licensee for the use of the Said Unit for carrying out IT/ITES activities during the subsistence of this Agreement and subject to the terms and



conditions hereof. And that irrespective of any change/modification/enactment of any act/ statute/ judgments/ judicial ruling/ interpretation by any judicial authority, the arrangement shall always be governed by what is agreed herein and shall be subject to the terms, conditions and covenants herein mentioned.

- 7.15 **Insurance:** During the Period of License, the Licensee shall, at its own costs and expenses, keep insured all its persons, employees, contractors, servants, visitors and all others including all furniture, fixtures, fittings, articles, chattels, etc. lying in the Said Unit against all kinds of losses, damages etc., including injury and/or loss of life due to any reason/s what so ever, whether by fire and/or due to any other risks. The insurance of the interiors of the Unit including the equipments installed therein shall be the responsibility of the Licensee
- 7.16 **Customers:** The Licensee shall be liable and/or responsible to all the Person availing of the services of the Licensee and the Licenser shall not be liable for any claim or loss in this regard and the Licensee hereby indemnifies and shall keep indemnified the Licenser for any claim or loss in this regard.
- 7.17 **Share Capital:** The Licensee has represented that the paid up capital of the Licensee is more than Rs. 1,00,00,000/- (Rupees One Crore). The Licensee agrees and undertakes to maintain, during the Period of License, its paid up capital such that it is not below the Minimum Threshold Capital. The Licensee shall provide the Licenser statement from its director/company secretary on a yearly basis to evidence that the paid up capital of the Licensee is not below the Minimum Threshold Capital. The Licensee agrees and undertakes not to reduce its paid up capital or enter into any scheme of compromise or arrangement wherein the paid up capital of the Licensee would be reduced to less than the Minimum Threshold Capital. Any contravention of the provisions of this clause shall amount to a Default of the terms of this Agreement, in which event, the Licenser shall, without prejudice to its other rights and remedies, be entitled to terminate the Agreement in accordance with clause 9 of this Agreement.
- 7.18 **Keys to the Unit:** The original keys to the main entrance door of the Said Unit shall always remain with the Licenser. The Licenser has provided to the Licensee a duplicate set of keys of the Said Unit merely for the sake of convenience. The safety of the said keys and the Unit shall be the responsibility of the Licensee and the Licensee shall be entirely responsible for any theft, loss or pilferage, inside the Unit.

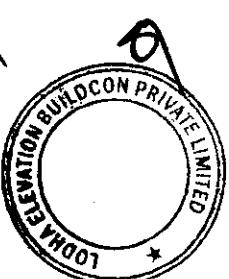


**Representations of Licensee:** The Licensee represents to the Licenser that:

The Licensee is a company incorporated under the Companies Act, 1956

The Licensee has all the powers, authority and obtained relevant Board resolutions / permissions to enter into and / or execute this Agreement and perform the obligations herein. The copy of the Board Resolution of the Licensee approving this Agreement is annexed as "Annexure- 5" to this Agreement.

ट ल न - ५	
(c)	The Licensee is not prevented or prohibited under any law or agreement to enter into this Agreement or perform the obligations herein.
दस्त कर्माक	८३
(d)	The Licensee's paid up capital is more than Rs. 1,00,00,000/- (Rupees One Crore). The Letter from the director/company secretary of the Licensee confirming that the paid up capital of the Licensee is more than



Rs. 1,00,00,000/-, alongwith the certified true copy of the extract of balance sheet is annexed as "Annexure-6" to this Agreement.

#### 7.20 Indemnity

Without prejudice to any other right available to the Licensor in law or under equity, the Licensee shall indemnify, defend and hold harmless the Licensor, their affiliates, shareholders, directors, officers, employees and agents, from and against any and all liabilities, damages, demands, claims (including third party claims), actions, judgments or causes of action, assessments, interest, fines, penalties, and other costs or expenses (including, without limitation, amounts paid in settlement, court costs and all attorneys' fees and out of pocket expenses) directly based upon, arising out of, or in relation to or otherwise in respect of:

- a) any inaccuracy in or any breach of any representation and warranty, covenant or Default pursuant to this Agreement;
- b) any liability due to non-compliance of (i) any obligation under this Agreement, (ii) any applicable law, rules or regulations.

7.21 The Licensor and Simtools shall not do or permit to be done any act whereby the rights of the Licensee to use and occupy the Unit and Car Parks as licensee in terms of this Agreement are adversely or prejudicially affected, impaired or extinguished in any manner whatsoever and the Licensor and Simtools shall jointly and severally indemnify and keep indemnified the Licensee against all actions, suits and proceedings and all costs, charges, expenses, losses or damages incurred or suffered by or caused to the Licensee due to reasons directly attributable to the Licensor or if the Licensee is unable to use and occupy the Unit and Car Parks during the Period of License by reason of any breach, non-observance, non-performance or non-payment by the Licensor and / or Simtools as aforesaid save and except in an event of force majeure.

### 8 OBLIGATIONS AND COVENANTS BY LICENSOR

8.1 **Peaceful Use:** Subject to the Licensee observing and fulfilling all the terms and conditions herein, the Licensor shall ensure that the Licensee can lawfully, peaceably and quietly use the Said Unit for the Period of License without any interruption/disturbance by the Licensor or any person claiming title through or under Licensor.

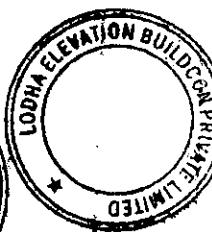
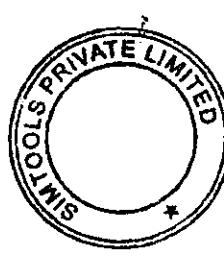
8.2 **Communication Equipment:** The Licensor shall provide space on the terrace to install the communication equipment of the Licensee at no additional cost, during the term of the Agreement. Provided however, the Licensee shall provide additional details and drawings for review and approval of the Licensor with respect to the said communication equipment and the Licensor shall not unreasonably withhold granting approval to the Licensee. The Licensor shall provide reasonable assistance in obtaining any approvals and licenses that may be required by the Licensee for installing and operating the communication equipment at the cost and expense of the Licensee and subject to the same being in accordance with Applicable Law.

#### 8.3 Licensor's and Simtool's Representations

The Licensor and Simtools represent and warrant that:



9

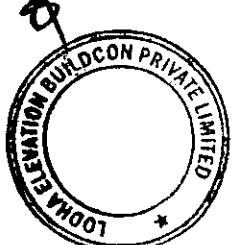


- (i) Simtools is the owner of and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Unit and Car Parks and that no other person has any right, title or interest thereto. Further, Simtools has a clear and marketable title to the Unit and Car Parks, free from all encumbrances (except as stated in clause 8.3(ii) below) and reasonable doubts and Simtools and the Lessor have full right, title, power and authority to enter into this transaction with the Licensee and to execute this Agreement. Any claims in relation to any defect in title to the Unit affecting the Licensee's uninterrupted use and occupation thereof shall be settled by the Lessor/Simtools at its own cost.
- (ii) Save and except for the mortgage created by the Lessor in favour of PNB in respect of a portion of the Unit on Wing B of the Building, the Unit and / or Car Parks are not encumbered, mortgaged or charged in favour of anyone and the same are free from any and all third party claims, demands, or interests whatsoever.
- (iii) Grant of this License is in no way in breach of any terms and conditions affecting the use and occupation of the Unit by the Lessor and / or Simtools and the Lessor is not prevented from granting this license as per the terms and conditions as contained in this Agreement and there are no stipulations or conditions of any nature in any way restraining the Lessor from granting this license.
- (iv) The Lessor shall at all times and from time to time ensure continuous and uninterrupted electricity and water supply to the Unit as made available by the concerned authorities except due to power breakdown or shutdown by the concerned authorities or any reasonable cause beyond the control of the Lessor. Notwithstanding the same, the Lessor shall endeavour to provide alternative arrangements so that the Licensee's business does not suffer.
- (v) The Lessor and Simtools shall not do or permit to be done any act whereby the rights of the Licensee to use and occupy the Unit and Car Parks as licensee in terms of this Agreement are adversely or prejudicially affected, impaired or extinguished in any manner whatsoever.

The Lessor and Simtools have observed and shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the Lessor and Simtools hold and enjoy the Unit and Car Parks.

The Lessor / Simtools has paid up to date and shall promptly and regularly with respect to the Unit and Car Parks, pay all rates, taxes, outgoings, surcharges and all other contributions and / or other liabilities (present and future) to Government, Municipality and all other authorities in respect of the Unit and shall not do omit or suffer to be done anything whereby the Lessor's right to hold the Unit are avoided, forfeited or extinguished. Any penalty/fine (present or future) levied by any relevant authority on account of non-payment or late payment of dues shall be the sole responsibility of the Lessor/Simtools. Further, there are no arrears of electricity charges, telephone charges, water charges and property taxes in respect of the Unit.

- (viii) No notice(s) has/have been received either from the local authorities or from the State Government or otherwise for requisition and/or



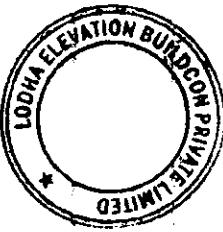
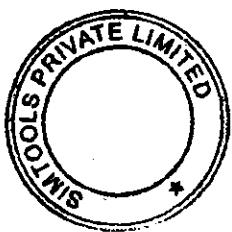
acquisition of the Building and/or the Unit or any part thereof and / or Car Parks or any part thereof by the Licensor and / or Simtools.

- (ix) There is no subsisting agreement in respect of the Unit or any part thereof and / or Car Parks or any part thereof for sale, lease, leave and license, assignment, mortgage or otherwise whereby the rights of the Licensor to grant leave and license in respect of the Unit are in any way jeopardized and/or affected.
- (x) The Licensor and Simtools have complied with and shall comply with all laws, rules and regulations (statutory or otherwise) applicable to the Unit and Car Parks.
- (xi) There has not been any breach or violation of any laws, rules or regulations in construction of the Unit and / or the Building and the Licensor / Simtools has obtained and shall maintain and keep valid all necessary approvals or permissions from the relevant competent authorities under the applicable provisions of law.
- (xii) The Building has been constructed in accordance with the sanctioned plans and applicable laws and has been granted a full Occupation Certificate by the Thane Municipal Corporation.
- (xiii) That no part of the Unit and / or Car Parks is the subject matter of any suits, proceedings, lis pendens, notices, actions, demands, orders, decrees, attachments either before or after judgment or any prohibitory orders or otherwise any liabilities in respect of the Unit or any part thereof and that there are no threatened proceedings with respect thereto, whereby the rights of the Licensor/Simtools to the Unit and / or Car Parks are in any way restricted, affected or jeopardized.
- (xiv) There is no income tax, sales tax or any other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or other authorities pending whereby the rights of the Licensor / Simtools to deal with the Unit are in any way affected and/or restricted.
- (xv) That the Licensor shall carry out all structural / major repairs, as related to the structure of the Unit including but not limited to the exterior structure of the Unit, roof space, exterior walls, load bearing walls, support beams, foundation, columns, parking facilities including but not limited to any leakage of roof, electrical wiring if installed by the Licensor, bursting of water pipes if water pipes are installed by the Licensor, defective sewerage system or other such major defects in the Unit at the Licensor's own cost and expense, save and except those repairs which have been occasioned on account of (i) any acts and / or omission by the Licensee and / or its representatives, employees and / or any guest and third parties linked to the Licensee, and (ii) normal wear and tear.

## 9 TERMINATION /SOONER DETERMINATION

- 9.1 **Termination on Default:** Notwithstanding the terms of this Agreement, if an event of Default occurs as mentioned in Clause 10.1, the Licensor may, at its sole option, (and without prejudice to any of its rights in respect of any other/ antecedent breach, non-performance or non-observance of the covenants or conditions contained under this Agreement) at any time thereafter, have the

क्रमांक C 33 / 2018



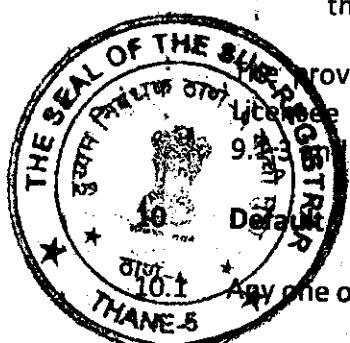
right to terminate the license, whereupon all rights of the licensee under this Agreement shall cease.

- 9.2 **Termination on Expiry of Period of License:** This Agreement shall, unless determined earlier, or otherwise mutually agreed in writing by the Parties, stand terminated on the expiry of the Period of License.
- 9.3 **Termination on Force Majeure:** If a Force Majeure event like fire, (not caused by the willful act or negligence of the Parties) earthquake, flood, lightning violence of any army or mob or enemies of the country or by any other irresistible force so as to render the Unit uninhabitable or renders the use of any part of such space difficult to use due to disconnection of water and electricity or otherwise for a period in excess of a continuous period of 1 (one) month, notwithstanding the respective Lock-in Periods, either party shall have the right to terminate the License Agreement by providing 30 days written notice and the Security Deposit shall be refunded subject to the terms of this Agreement. It is clarified that the Lessor shall not be entitled to any License Fee and / or CAM Charges during the subsistence of any force majeure event.

9.4 **Termination by the Licensee**

The Licensee shall be entitled to terminate this Agreement: 9.4.1 for convenience by providing 6(six) months notice after the expiry of the Licensee Lock-in Period;

- 9.4.1 immediately in the event the Lessor has been in breach or default of any of the terms, conditions, representations or provisions of this Agreement and has not cured such breach/ default within a period of 15 (fifteen) days of receipt of written notice from the Licensee or such further period as is mutually agreed in writing by both Parties;
- 9.4.2 immediately if the Unit is compulsorily acquired or requisitioned by the central or state government or other statutory body or authority under any law for the time being in force;
- 9.4.3 immediately if the letter of intent / registration certificate granted to the Lessor to set up an IT Park is cancelled or suspended.



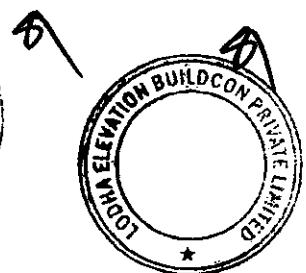
provisions of the Licensee Lock in Period shall not be applicable if the licensee terminates this Agreement on the grounds set out in clause 9.1.2, 9.1.3 & 9.1.4.

Any one of the following shall constitute an event of default ("Default"):

- 10.1.1 **Default in payment of Amount:** If any amount payable by Licensee to the Lessor by way of License Fees or any other amounts payable under this Agreement shall be in arrears and unpaid for a period of fifteen (15) days after the same has become due and the default is not remedied within 15 (fifteen) days thereafter along with the interest thereon from the date of receiving the written notice from the Lessor; or

ट न न -	५४३
दस्त क्रमांक	१०.१.२

- 10.1.2 **Breach of Obligations:** If the Licensee omits to perform and observe any obligation, covenant or condition to be observed and performed by Licensee under the Agreement and fails to remedy the breach within 30 (thirty) days after written notice is received from Lessor in respect



thereof; or,

**10.1.3 Insolvency of Licensee:** If the Licensee is going into liquidation (whether voluntary or otherwise) and/or adjudicated as insolvent or bankrupt or seeks/is given any statutory protection under any rehabilitation scheme, then this Agreement shall be automatically terminated; or

**10.1.4 Reduction of Paid Up Capital of the Licensee:** If the Licensee reduces or in any manner intends to reduce its paid up share capital below the Minimum Threshold Capital at any time during the subsistence of this Agreement/License Period, without the prior written consent of the Lessor, then in that event, this Agreement shall ipso facto and automatically stand revoked and determined in all respects upon the Licensee initiating the process to reduce its paid up capital below the Minimum Threshold Capital. The Licensee has before the execution of this Agreement forwarded a certificate from its director/company secretary. The certificate from the director/company secretary has been annexed as "Annexure-6" to this Agreement.

**10.2 Consequences on Termination:** Upon termination of this Agreement:-

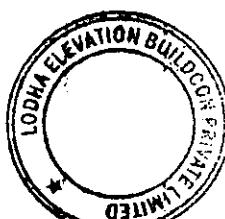
**10.2.1** The Licensee shall, remove or cause to be removed itself, its employees, servants or agents and all other person or persons and their respective belongings, equipment, chattels, articles and things from the Said Unit and shall vacate the Said Unit together with the fittings and fixtures in good order and condition (reasonable wear and tear accepted). However that such moveable furniture, removable fixtures, fittings and installations brought in by the Licensee and improvements made by the Licensee may be removed from the Said Unit by the Licensee without in any manner damaging or defacing the Unit or any part thereof, subject to reasonable wear and tear. If any damage is caused to the Said Unit or the fittings or any part thereof on removal of any furniture, fixtures, personal property placed in the Said Unit by the Licensee as aforesaid, the Licensee shall make good the said damage at its own cost and in default. If the Licensee fails to make good the said damage, the Lessor shall be entitled to make good the same at the cost of the Licensee and/or the mutually agreed costs for repairing the damage shall be deductible from the Security Deposit.

**10.2.2** The Lessor shall refund the Security Deposit to the Licensee on termination of this Agreement after deducting any amounts towards (i) costs for repair of damages caused under Clause 7.1 and 10.2.1 (ii) any outstanding amounts towards License Fee and interest thereon under Clause 10.1.1 or (iii) any other amounts under this Agreement which are legally due and payable by the Licensee. It is agreed by and between the Parties that before expiry or earlier termination of this Agreement, Parties shall jointly appoint a consultant to inspect the Unit to ascertain damage caused to the Unit, if any, and/or any amount payable by the Licensee under this Agreement for rectifying the damage. The decision of the consultant shall be final and binding on the Parties. If the Parties are unable to mutually agree to the appointment of a consultant, then the Licensee shall be liable to pay the average of the costs contended by each Party for rectifying the damage and the same shall be deducted from the Security Deposit.



5

81



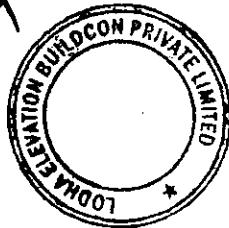
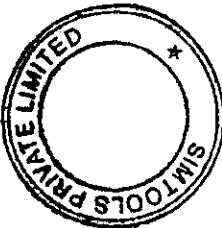
**10.2.3** Where the Licensor has offered the refund of the Security Deposit after deductions (if any) on the expiry or sooner determination of the Agreement as aforesaid but the Licensee fails to vacate the Said Unit as above, then and in such an event, the Licensor shall be entitled to liquidated damages of (i) three times the last License Fee paid by the Licensee to the Licensor prior to expiry or termination of the Agreement, if the period of overstay after the expiry of the Period of License is 3 months from the date of termination/expiry of the license and (ii) ten times the License Fee paid by the Licensee to the Licensor prior to expiry or termination of the Agreement or forfeiture of the Security Deposit if the Licensee continues to overstay in the Premises beyond 3 months from the date of termination/expiry of the license till it removes itself, employees and/or belongings from the Said Unit to the satisfaction of the Licensor. The liquidated damages shall be immediately due and payable by Licensee to Licensor. And for the period after expiry of the Period of License, the Licensee shall be deemed to be a trespasser in the said Unit ..

## **11 NO LEASE, TENANCY ETC.**

- 11.1** It is hereby agreed that this Agreement shall alone govern the rights and obligations of the parties hereto.
- 11.2** The use by the Licensee of the Said Unit is confined only to the Said Unit and neither amounts to nor is it intended to create any, lease, tenancy, sub-tenancy rights or as transferring any right, title and interest of any nature whatsoever in favour of the Licensee in; over or upon the Said Unit or any part or parts thereof.
- 11.3** At no point of time, irrespective of any change in Law, the Licensee will claim and/or anyone on behalf of the Licensee contend that this Agreement or the use of the Said Unit amounts to or creates any lease, tenancy or sub-tenancy rights or creates or transfers any right, title, interest, easement of any nature whatsoever in favour of the Licensee in, over or upon the Said Unit or any part or parts thereof and shall always be construed as permissive user as licensee only.
- 11.4** The Said Unit is given to the Licensee on the basis that save and except as provided in clause 12.11 below, the Licensee will not be entitled to transfer the benefits of this Agreement to anybody else. The Licensee will not be entitled to allow anybody else and/or other person or entity (except its employees, contracted staff and visitors) to use the Said Unit or any part thereof without the prior written consent of the Licensor. The Licensee acknowledges that the Licensor has allowed the Licensee to use the Said Unit only and in no manner has granted any right interest in the Said Unit or any right to transfer or heritable right in respect of the Said Unit. However, the Licensee shall be liable for all acts/omissions of such employees, and shall indemnify the Licensor for any claim/loss in this regard.

ट न न - ५

- 11.5** It is expressly agreed by and between the parties hereto that the License Fee payable by the Licensee to the Licensor shall for all purposes be deemed to be the fair and reasonable license fee and the Licensee shall not under any circumstances challenge the same in any court of law or any other authority or tribunal or forum as not being fair license fee in respect of the license herein granted of the Unit;



11.6 If as a result of any legislation, the Licensee becomes entitled to continue the use of the Said Unit against the will or desire of the Licensor or if any of the rights, powers or privileges of the Licensor becomes incapable of legal recognition or enforcement in their entirety, in such an event, this Agreement shall be deemed to have been terminated a day prior to the Commencement of License provided in such legislation and accordingly the Licensee shall not be entitled to take advantage of such legislation. In such an event the Licensee shall remove all their belongings from the Said Unit and every part thereof, without prejudice to the remedies which the Licensor may have against the Licensee hereunder. Any continued use of the Said Unit shall be under a new agreement to be then entered into between the Parties.

## 12 MISCELLANEOUS

12.1 **Further Construction:** The Licensee agrees and accepts that the Licensor shall have sole and absolute right to make additions, raise storeys or put up additional structures as may be permitted by competent authorities, in the said Plot and/or Building provided that such addition/construction does not adversely affect the peaceful use and occupation of the Unit and the Car Parks by the Licensee. Such additional structures and storeys shall be the sole property of Licensor which it shall be entitled to dispose of in any way it chooses without any interference on the part of the Licensee but without prejudicing the rights of Licensee under this Agreement. The Buildings including the parapet walls of the terraces shall always be the property of Licensor and Licensor shall be entitled to use the same for any purpose as it may deem fit.

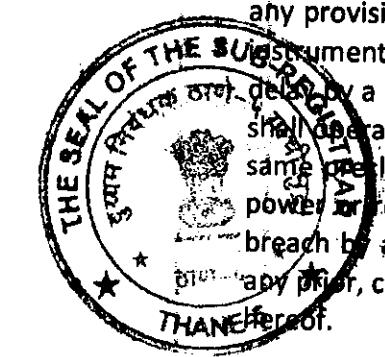
12.2 **Right to Sell/ Mortgage etc:** The Licensor shall have a right to sell, encumber, transfer, deal with, mortgage, create any charge or otherwise dispose of the Said Unit or its right, title and interest therein or discount/mortgage its receivables without requiring the Licensee's consent PROVIDED ALWAYS that such sale, encumbrance, transfer, dealing, mortgage, charge or other transaction is subject to the rights and obligations of this Agreement (including refund the Security Deposit) and the transferee assumes all the obligations of the Licensor under this Agreement. The Licensee shall extend the necessary co-operation to the Licensor, (including issuing no objection or consent letters in the forms required by the Licensor's Bank or financial agency) to enable the Licensor to apply for and obtain loan against the property and license Fees. The Licensor shall however inform the Licensee about such sale of the Said Unit. The Licensee, may, subject to independent legal advice, require the transferee to execute, at the cost of the transferee/Licensor a fresh lease and license agreement on identical terms for the remainder of the Period of the License.

12.3 **Securitization:** In the event the Licensor seeks to securitize the License Fee, the Licensee at the request and direction of the Licensor, in substitution of its obligation to pay License Fee to the Licensor, undertakes to subject to independent legal advice, pay such License Fee to the assignee to whom such License Fee Receivables are securitized. The Licensee, may, subject to independent legal advice, undertakes to execute at the request and at the cost of the Licensor, all necessary documents / writings, the assignee may reasonably require the Licensee to execute in respect thereof, provided that no additional obligations are imposed on the Licensee and the Licensor's rights granted hereunder are not judicially affected.

12.4 **Acquisition and Requisition:** If during the Period of License, the Said Unit or

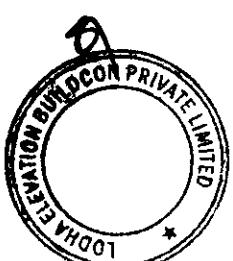
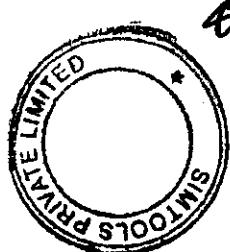
any part thereof is acquired or requisitioned by the Government or any Local Body or authority under any Law made thereunder, the Lessor alone shall be entitled to compensation.

- 12.5 **Entire Agreement:** This Agreement contains the entire arrangement between the Parties on the subject matter hereof and supersedes all prior discussions, information, writings, documents and agreements between the Parties, whether oral or written, with respect to the subject matter of this Agreement.
- 12.6 **Counterparts:** This Agreement is being executed simultaneously in two or more counterparts, one counterpart to be registered and retained by the Licensee upon registration and the other to be retained by the Lessor.
- 12.7 **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 12.8 **Additional Document:** Each Party shall promptly execute and deliver such additional documents and agreements as are envisaged in this Agreement and any other agreement or document as may be reasonably required by the other Party for the purpose of implementing this Agreement.
- 12.9 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way effect, diminish or prejudice the right of such Party to require performance of that provision.
- 12.10 **No Waiver:** No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 12.11 **Assignment:** The Licensee shall not have the right to assign and/or sublet or part whole of the Unit or handover the Unit to some other entity for the purpose as specified under this Agreement without the prior written permission of the Lessor. Provided however the Lessor permits the Licensee, its affiliates/group companies to use and occupy the Unit and the Car Parks subject to (i) compliance of the terms of the leave and license agreement, (ii) prior written consent of the Lessor, which consent shall not be unreasonably withheld and (iii) Premises being used for IT/ITES use only.
- 12.12 **No Lien:** It is agreed between both the parties that the ownership of the Said Unit will always be with the Lessor and the Licensee shall not at any time claim any kind of lien of any nature whatsoever and shall not anytime create



ट न न

दस्त क्रमांक	CJ3
28 / 782	



any charge and/or encumbrance on the Said Unit.

- 12.13 **Amendment:** Save as otherwise provided elsewhere in this Agreement, no amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by authorized officers of each of the Parties and expressly referring to the relevant provision of this Agreement.
- 12.14 **Costs:** Licensee shall bear and pay the entire stamp duty and registration charges and all other out of pocket expenses incidental upon this Agreement. Each Party shall bear and pay the professional costs of its legal advisors. The stamped and registered counterpart of the Agreement shall remain with the Licensee and the other counterpart of the Agreement shall remain with the Lessor.
- 12.15 **No Partnership or Agency:** This Agreement shall not constitute or imply any partnership, company, joint venture, agency, fiduciary relationship or relationship between the Parties. Neither Party shall have nor represent that it has, any authority to make any commitment on behalf of the other Party.
- 12.16 **Survival:** The provisions of this Agreement with respect to any obligation of the Licensee to pay any sum owing in order to perform any act after the expiration or prior termination of the Agreement and the obligation of the Lessor to refund the Security Deposit and / or unutilised License Fee/CAM Charges, if applicable, shall survive the expiration or prior termination of the License.

### 13 NOTICE

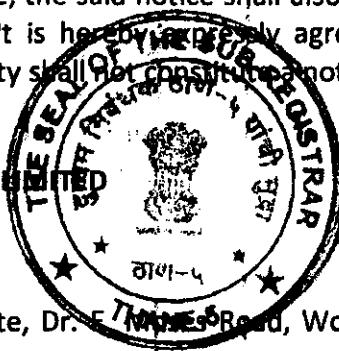
- 13.1 Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due; or (iii) by facsimile at the respective addresses set out herein below or at such other address as may be subsequently intimated by one Party to the other in writing as set out herein. If the notice is sent by facsimile, the said notice shall also be sent by registered post acknowledgment due. It is hereby expressly agreed between the Parties that an email sent to any Party shall not constitute a notice for the purposes of this Agreement.

Licensor: LODHA ELEVATION BUILDCON PRIVATE LIMITED

Attn: Surendran Nair

Address: 216, Shah & Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai-400 018

Facsimile: 022 23024420

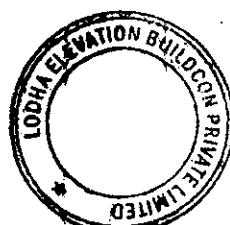
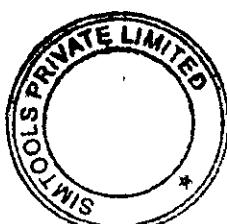
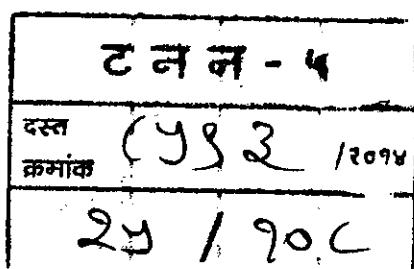


Simtools: SIMTOOLS PRIVATE LIMITED

Attn: Surendran Nair

Address: 216, Shah & Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai-400 018

Facsimile: 022 23024420



Licensee: WILLIS PROCESSING SERVICES (INDIA) PRIVATE

Attn: Mr. Prashant Mirani

Address: Plant No. 6, Godrej & Boyce Mfg. Co. Compound, L.B.S. Marg, Vikhroli (West), Mumbai- 400 079

Faxsimile: 022 2533 9105

- 13.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the business date of receipt, if sent by courier or hand delivery; or (iii) the expiry of seven days after posting, if sent by registered post.
- 13.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 days prior written notice.

#### 14 GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 14.2 below, the courts of Mumbai shall have the exclusive jurisdiction over all disputes arising under this Agreement.
- 14.2 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.
- 14.3 If the dispute or difference cannot be resolved within a period of 7 days, from the notice by the aggrieved Party under clause 14.2 above, then the dispute shall be referred to arbitration of a sole Arbitrator to be appointed mutually by both the Parties. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The arbitration shall be conducted by a sole arbitrator who shall be mutually appointed by the Licensor and Licensee.
- 14.4 The decision of the arbitrator shall be in writing and shall be final and binding on the Parties. The award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the courts in Mumbai.

ट मा० ५८७ This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

दस्त  
क्रमांक १४.६ २४/१९९३ This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. Subject to clause 14.3 above, the courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.



**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(SAID PROPERTY)**

**FIRSTLY**

ALL THAT piece and parcel of land or ground lying being and situated at Village Panchpakhadi, Taluka and District Thane, bearing Survey No. 74(Pt) admeasuring 16,889 square meters.

**SECONDLY**

ALL THAT piece and parcel of land or ground lying being and situated at Village Panchpakhadi, Taluka and District Thane, bearing Survey No. 75 (Pt) Hissa No.1 admeasuring 8850 square metres, Survey No. 75 Hissa No. 2 admeasuring 1060 square metres, Survey No. 76 admeasuring 7,500 square metres altogether admeasuring about 17410 square metres.

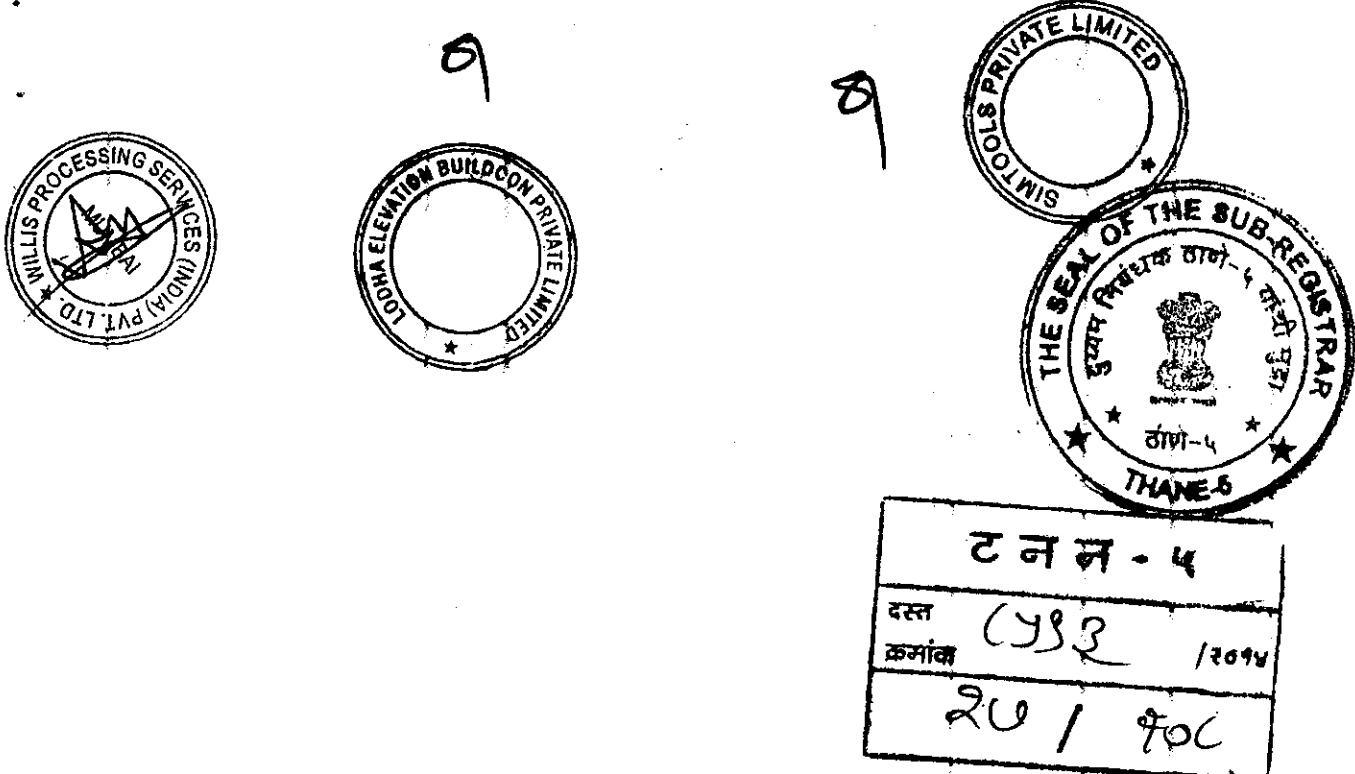
**THIRDLY**

ALL THAT piece and parcel of land or ground lying, being and situate at Village Panchpakhadi, Taluka and District Thane, bearing (1) Survey No. 72/7 (Pt), Survey No. 72/8 (Pt), Survey No. 72/9 (Pt), totally admeasuring about 1173 square meters and (2) Portion of land admeasuring 2053 square metres known as old Nalla and New S. No. 526 (Pt) admeasuring altogether 3226 square metres.

**SECOND SCHEDULE ABOVE REFERRED TO:**

**(SAID BUILDING)**

IT park known as "I-Think Techno Campus" comprising of one building (having multiple wings) construction of the portion of the said Property described in the First Schedule hereinabove written.



क्रमांक	CY33	/2018
	2C	190C

**THIRD SCHEDULE ABOVE REFERRED TO:**

[Subject matter of License]

(UNIT)

Unit on the entire 7th Floor in Wing A and Wing B aggregating to an area of 91,695.70 sq.ft. comprising of Carpet Area: Total: 71,893.95 Sq ft. (7th floor A Wing: 39937.67 and 7th floor B Wing: 31956.28) and Exclusive right to use area: Total: 19801.75 sq.ft. (7th floor A Wing: 11418.99 and 7th B Wing: 8382.76). situated at i – Think Techno Campus situated off Pokhran Road No. 1, Behind TCS, Close to Eastern Express Highway, Village of Panchpakhadi, Registration Sub-Registrar District of Thane (West) - 400 607.

**IN WITNESS WHEREOF** the parties to these presents have hereunto and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the Licenser

**LODHA ELEVATION BUILDCON PRIVATE LIMITED**

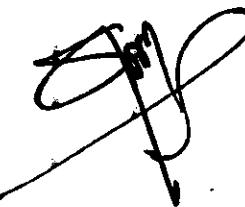
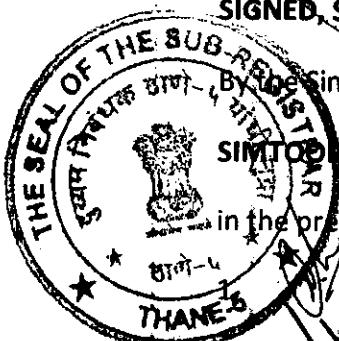
at Mumbai

in the presence of:

1.

2.

**SIGNED, SEALED AND DELIVERED**

BY the Simtools

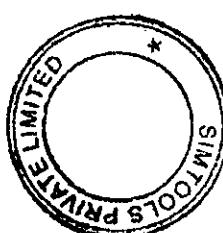
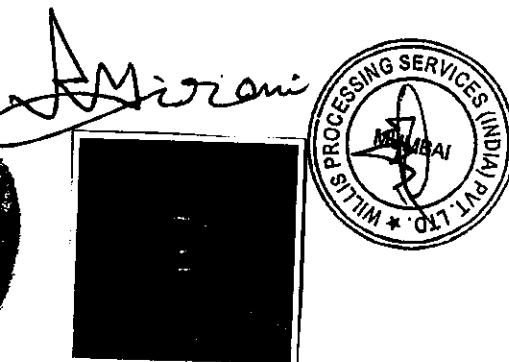
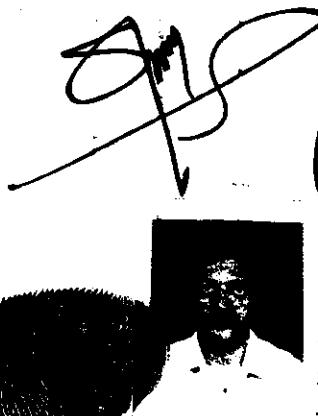
**SIMTOOLS PRIVATE LIMITED**

in the presence of:

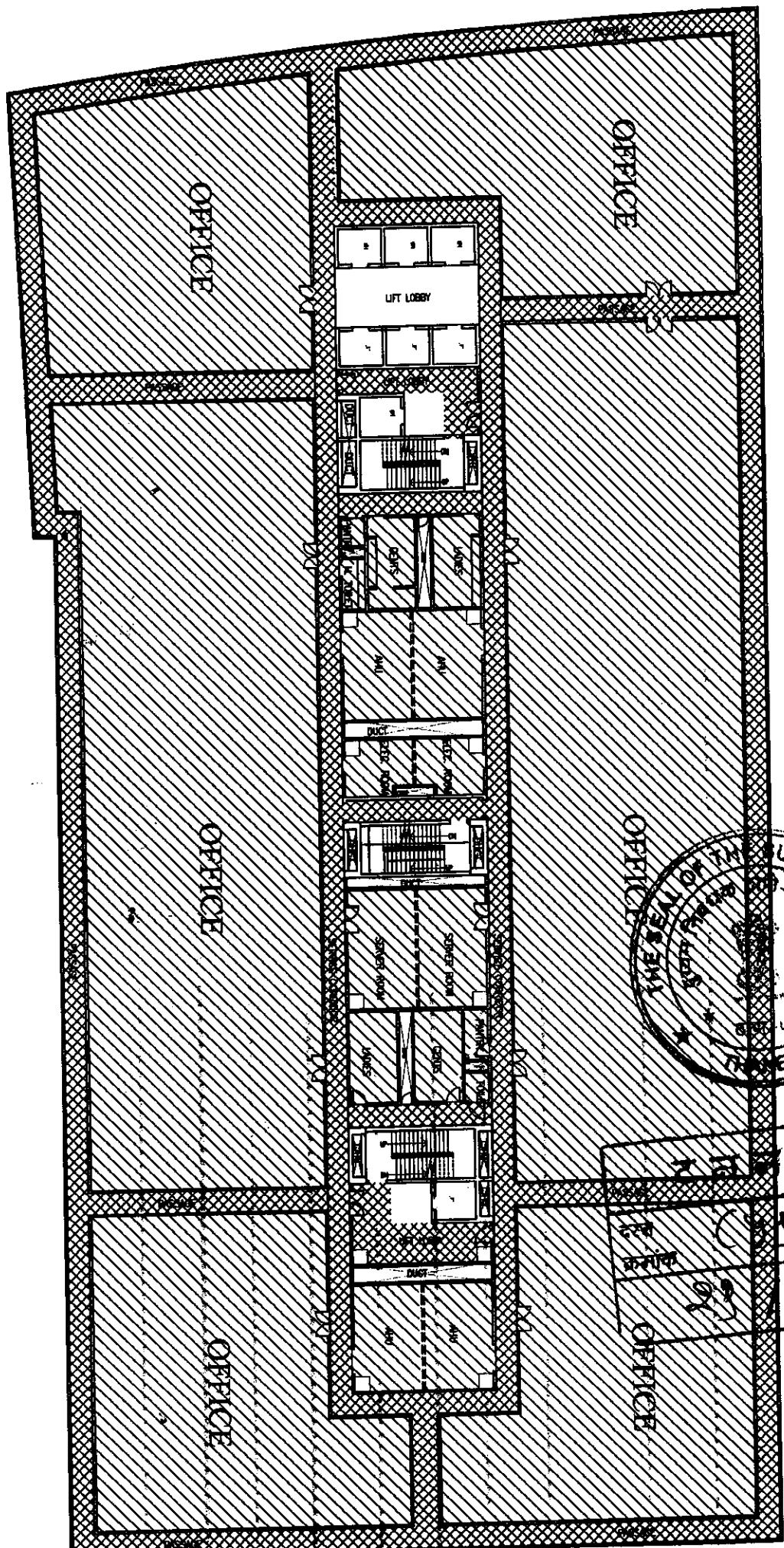
1.

2.

**SIGNED, SEALED AND DELIVERED**



7th FLOOR - I THINK THANE(SIMTOOLS ) 'A' WING

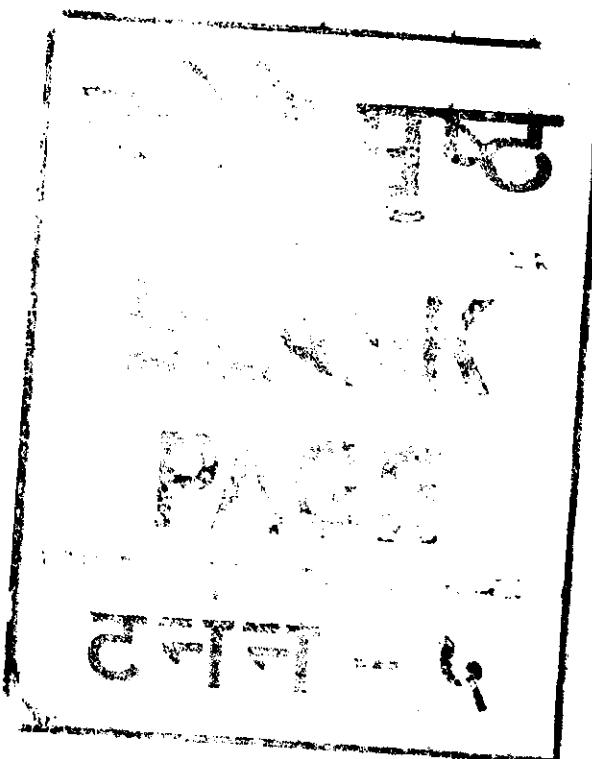


5  
83  
12098  
90C



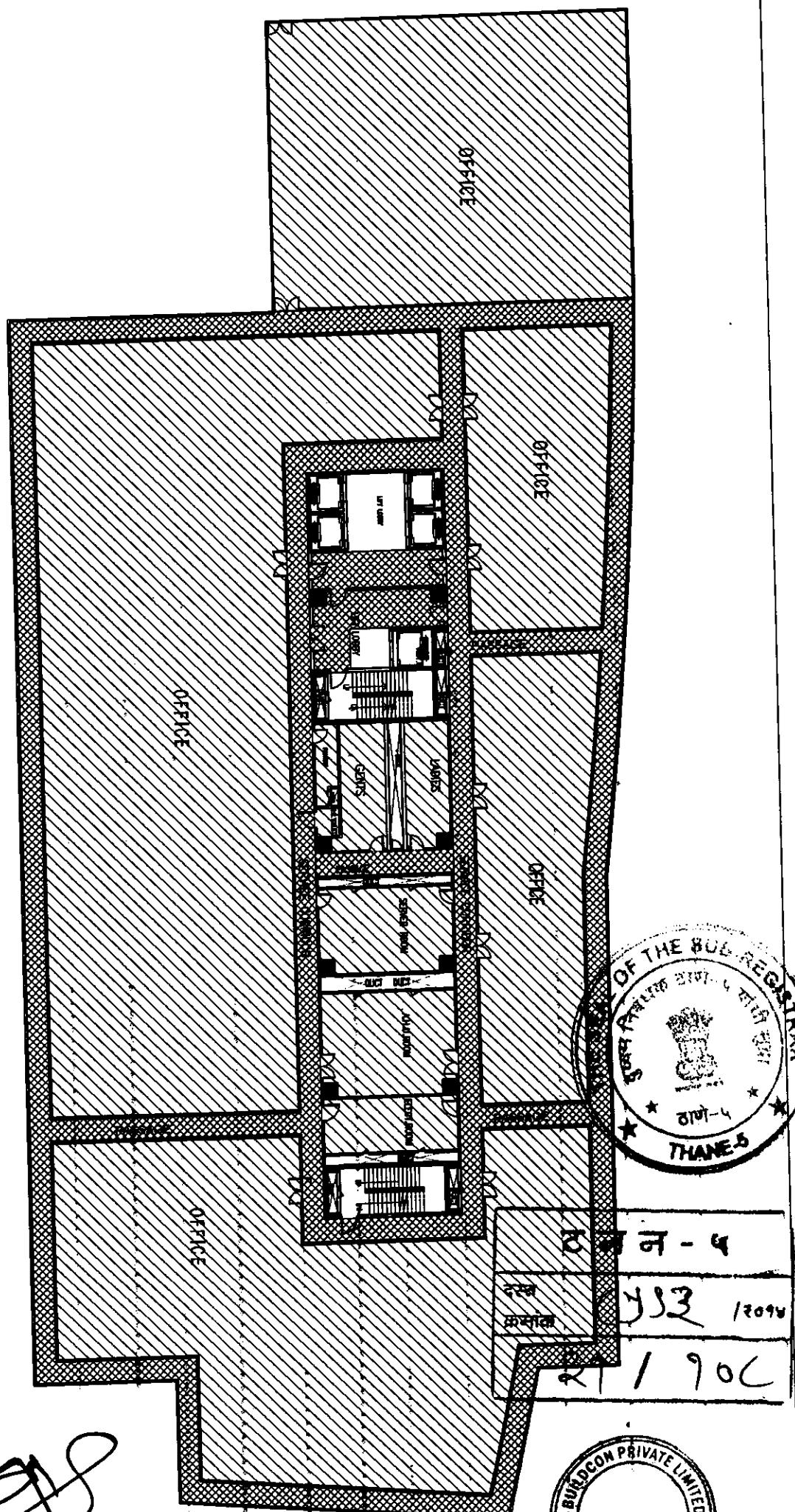
*[Handwritten signature]*

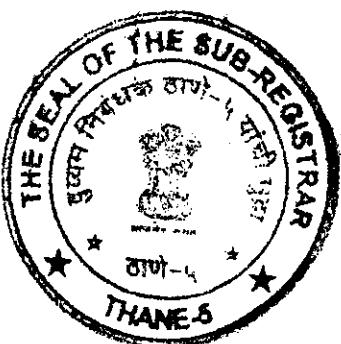
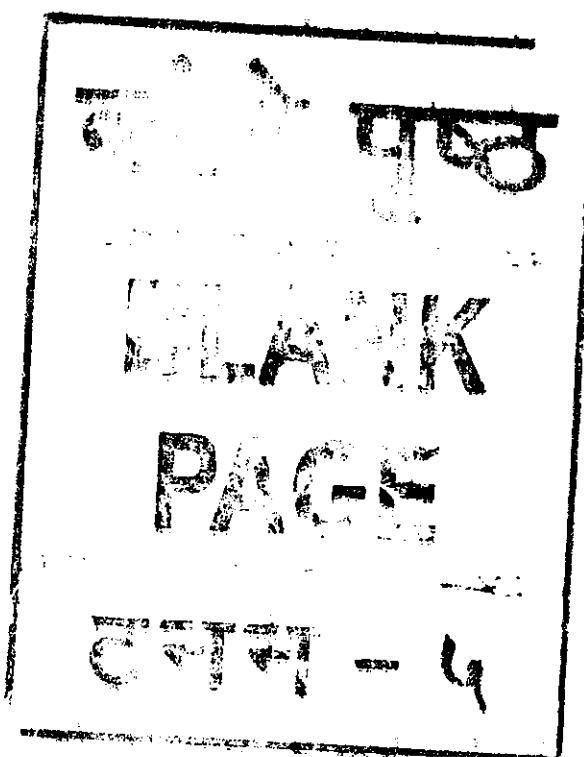




ट न न - ५	
दस्त क्रमांक	CY32 / 2094
३० / ९०८	

7th FLOOR - I THINK THANE(SIMTOOLS) 'B' WING





टंकन - ५	
दस्त	CYS 3
क्रमांक	12098
32 / 90C	

RECEIPT

RECEIVED FROM the within named LICENSEE, a sum of Rs. 3,30,01,668/- (Rupees Three crore Thirty Lacs One thousand Six hundred and Sixty Eight only) being refundable Interest Free Security Deposit as mentioned in Clause 6.9 of this Agreement: -

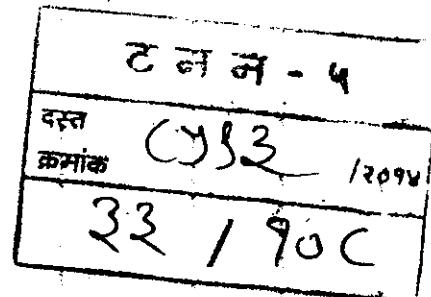
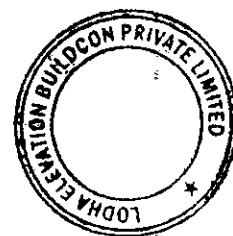
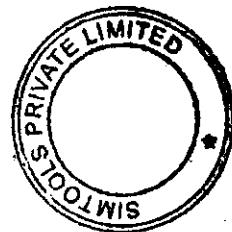
I SAY RECEIVED,

For LODHA ELEVATION BUILDCON PRIVATE LIMITED

Authorized Signatory

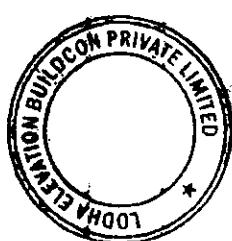
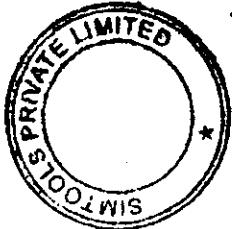
For LODHA ELEVATION BUILDCON PRIVATE LIMITED

LICENSOR.



Common Areas and Amenities

1. Common Area Lighting.
2. Common Area Security.
3. Common Area Housekeeping.
4. Building Management System.
5. HVAC /High Side AC.
6. Passenger/Service Elevators.
7. Access Control System and Surveillance Systems.

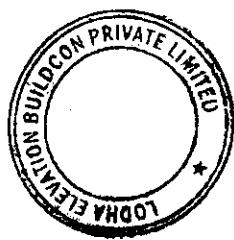
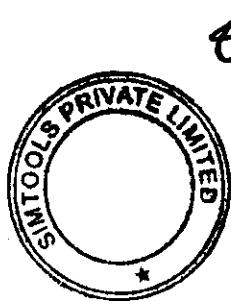


ट न न - ५	
दस्त कर्मांक	CY33 12098
32 / 90C	

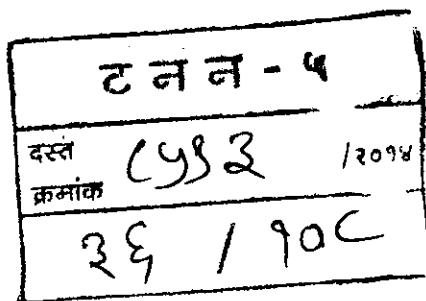
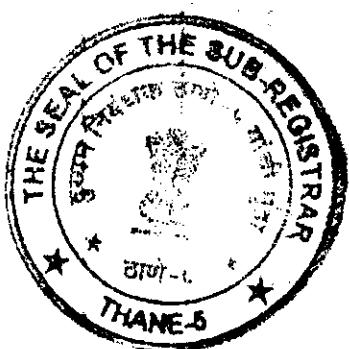
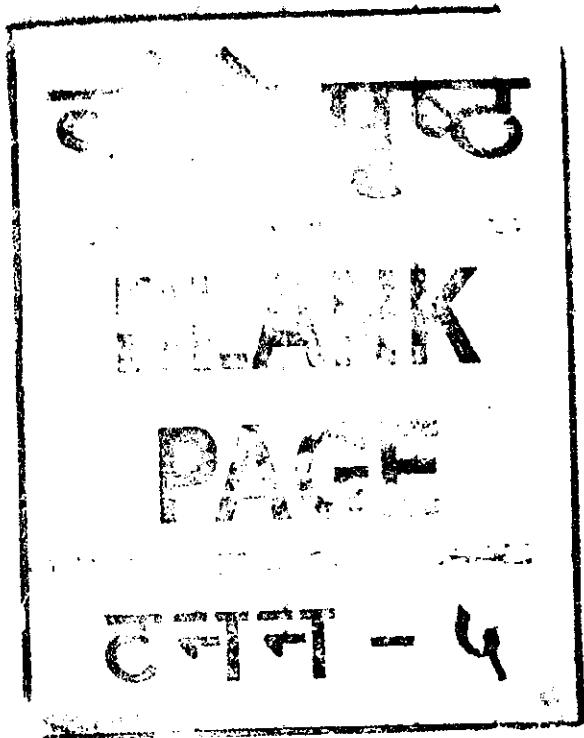
**ANNEXURE -2**

**Handover Condition**

- (i) AHUs,
- (ii) 723 KVA power & 100% power back up,
- (iii) Inlet for firefighting system
- (iv) single point plumbing and
- (v) power at one point access in the office units.
- (vi) Connection between A&B wing units by way of doors admeasuring approx. 1.5 M \* 2.3 M in height. Any deviation from the abovementioned specifications will require prior written confirmation of the architects of the Licensor. The Licensor shall revert within 2 weeks from the date of request.



ट ल न - ५	
दस्त	CY83
क्रमांक	/२०१४
३५ / ९०८	



# Annexure - 3



Ghar Ki Baat

Date: August 25, 2014

The Director

M/s Lodha Elevation Buildcon Private Limited (LEBPL),  
216, Shah & Nahar Industrial Estate,  
Dr. E. Moses Road,  
Worli, Mumbai

**Sub: No Objection Certificate from PNBHFL for lease of commercial units under "Lodha i-Think Techno Campus" mortgage with PNB Housing Finance Limited**

**Ref: Letter of Intent dated 27/06/2014 between Willis Processing Service India Pvt Ltd & M/s Lodha Elevation Buildcon Private Limited**

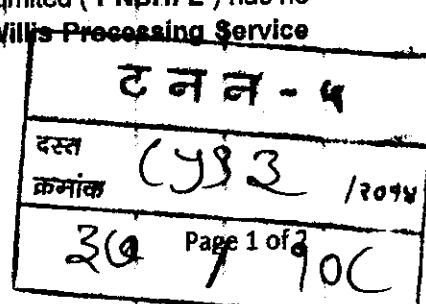
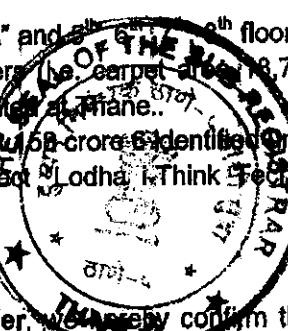
Sir,

In reference with the captioned subject, we hereby state that a Term Loan of INR 60,00,00,000/- (INR Sixty Crore only) has been sanctioned and disbursed to M/s Palava Dwellers Private Limited (erstwhile Lodha Dwellers Private Limited) (hereinafter referred to as the "Borrower") and M/s Lodha Elevation Buildcon Private Limited (hereinafter referred to as the "Co-Borrower & Security provider") pursuant to Sanction Letter No. PNBHF/CF/CCB-13/2013-14 dated March 26, 2014.

Further, as per the security conditions *inter alia* of the said Loan, PNBHFL has exclusive charge on the following:

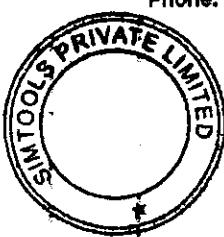
- i. Registered Mortgage of 6 unsold units (Unit 701 and 702 of Wing "A" and 6<sup>th</sup> floor of Wing "B") total admeasuring saleable area of 26,775 square meters (i.e. Carpet area 18,739 square meters) in the property, "Lodha i-Think Techno Campus" located at Worli.
- ii. Hypothecation of (present & future) receivables of approximately INR 60 crore identified on its admeasuring saleable area of 26,775 square meters in the project "Lodha i-Think Techno Campus".  
(hereinafter collectively referred to as "the Project")

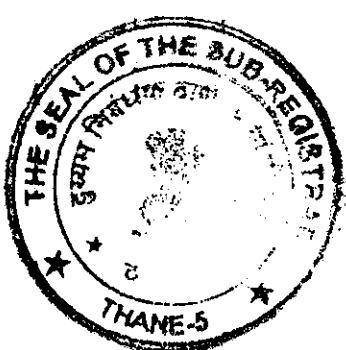
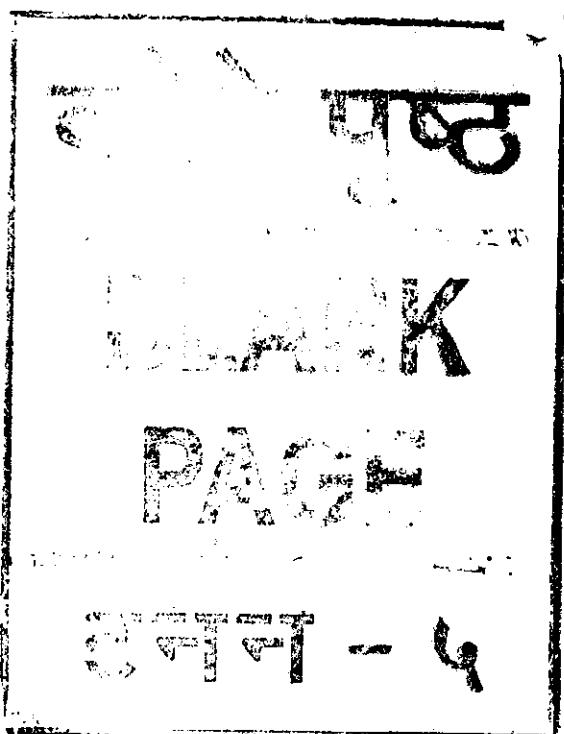
As per request of the Borrower and Co-Borrower & Security provider, we hereby confirm that subject to the conditions mentioned herein below, PNB Housing Finance Limited ("PNBHFL") has no objection in leasing of the unit(s) as mentioned below of the Project to Willis Processing Service India Pvt Ltd (hereinafter referred to as the "Proposed Licensee"):



पंजीकृत कार्यालय: ९वीं मंजिल, अंतरिक्ष भवन, 22, कस्तूरबा गांधी मार्ग, न्यू दिल्ली - 110 001

Regd. Office: 9th floor, Antriksh Bhavan, 22 Kasturba Gandhi Marg, New Delhi - 110 001  
Phone: 23357171/172, Email: loans@pnbhfl.com Website: www.pnbhfli.com





ट न न - ५	
दस्त क्रमांक	CYBZ / २०१४
SC / ९०C	

**Details of Units to be given on lease of "Lodha i-Think Techno Campus"**

Wing	Floor	Area (sq. ft.)
A	7 <sup>th</sup>	51,323
B	7 <sup>th</sup>	40,339

Further provided that all amounts receivable by you from the Proposed Licensee of abovementioned units towards lease rental/licence fee etc. shall be routed to the Escrow Account as operative with:

**PNB BO: LCB, Nariman Point Mumbai "Escrow Account No. 1232002100045912".**

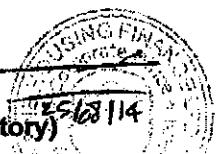
Please note that this NOC is being issued at the specific request of the Borrower and PNBHFL shall continue to hold its exclusive charge on all the present & future receivables of the Project and the unsold units as mentioned herein above and all the said receivables of the Project shall be routed to the Escrow Account maintained with Punjab National Bank as mentioned above.

This is for your information and records.

for pnb Housing Finance limited



(Authorised Signatory)



25/03/14



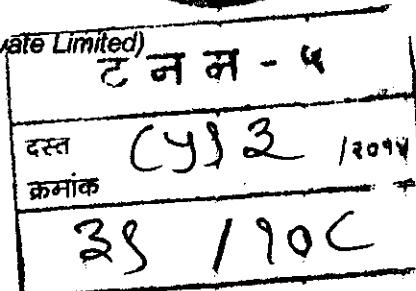
CC:

M/s Palava Dwellers Private Limited (erstwhile Lodha Dwellers Private Limited)

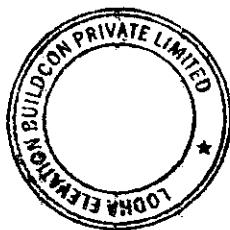
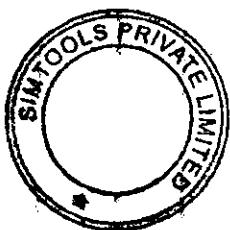
216, Shah & Nahar Industrial Estate,

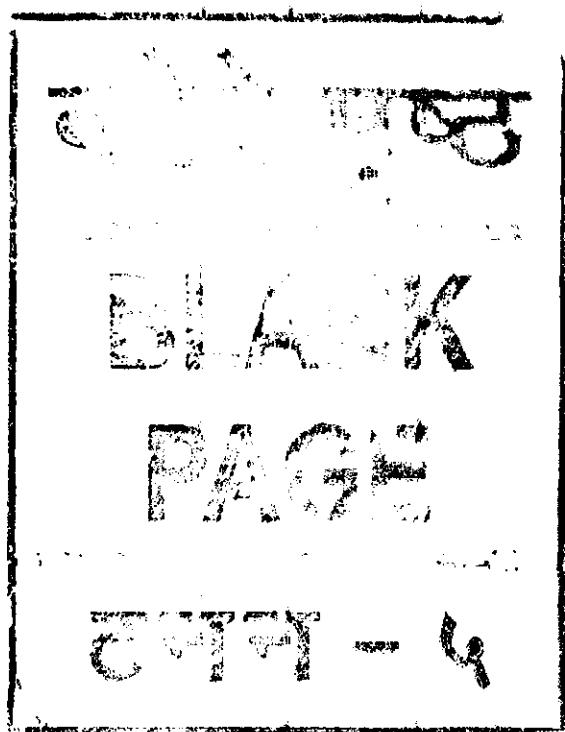
Dr. E. Moses Road,

Worli, Mumbai



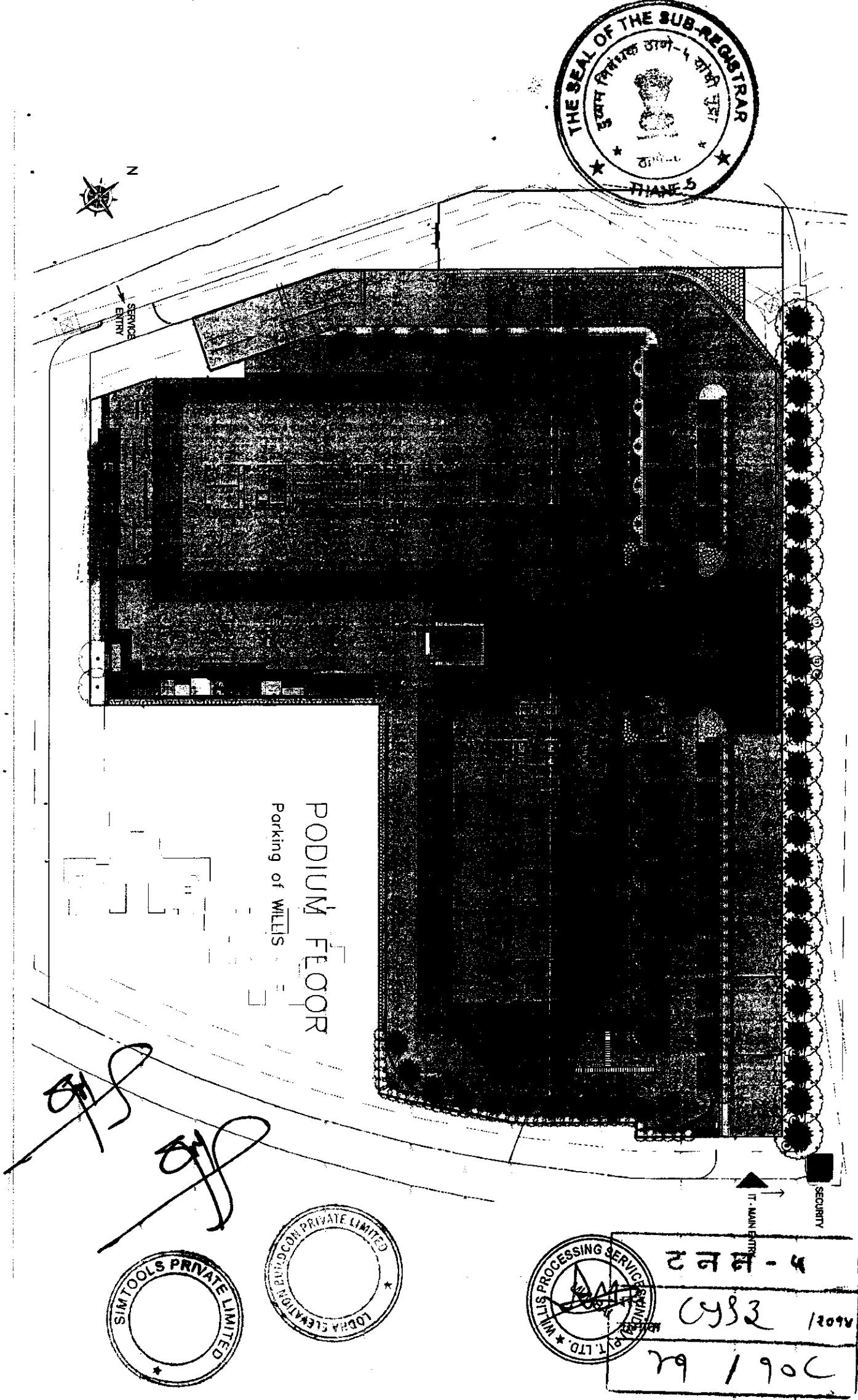
(Authorized Signatory)

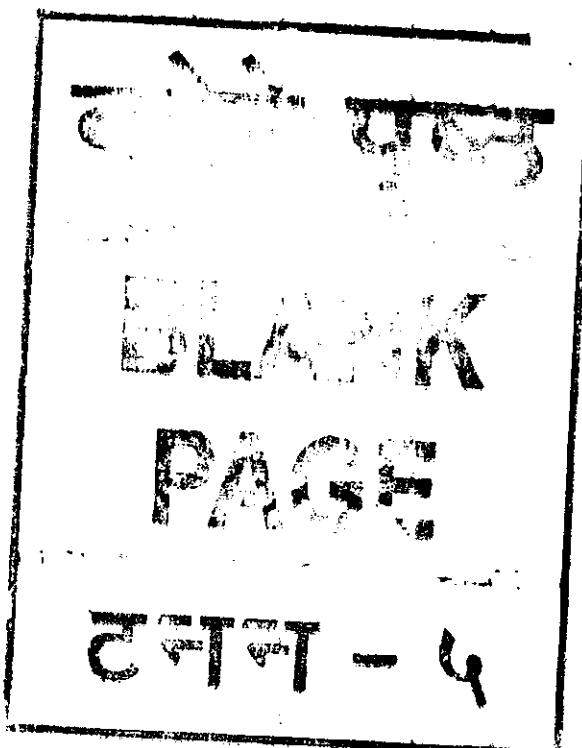




ट न न - ५	
दस्त	CY 32 12098
क्रमांक	
20 190C	

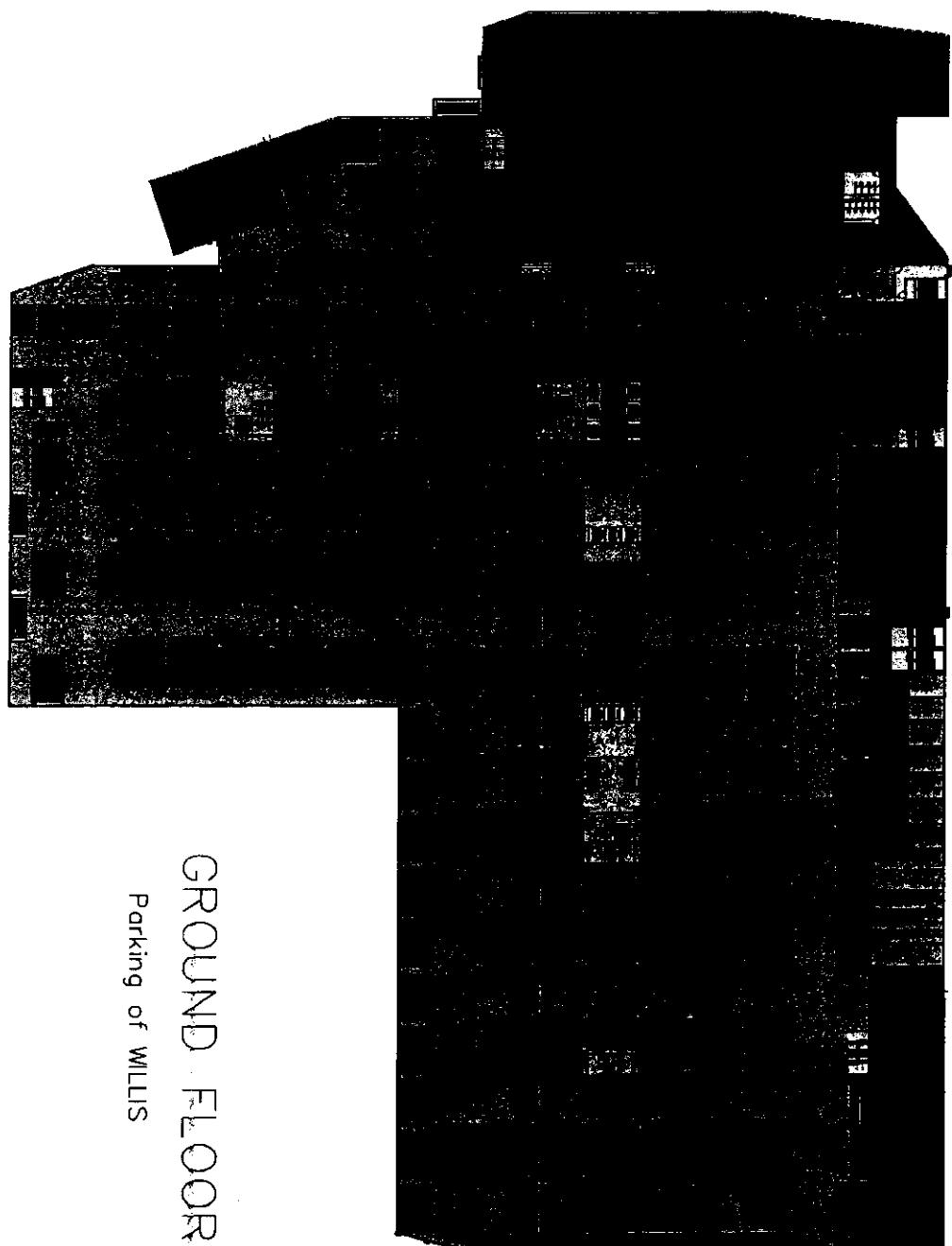
Anneexure - 4 Part A





टाण - ५	
दस्त	(४३३
क्रमांक	12018
८२ / ९०८	

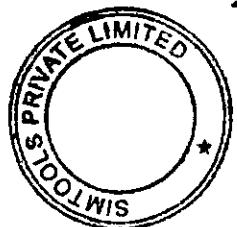
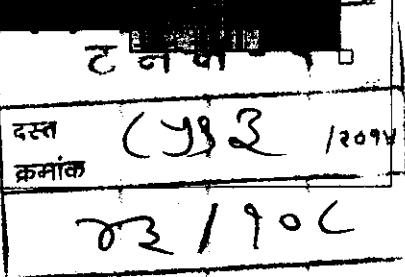
Annexure 4 part B

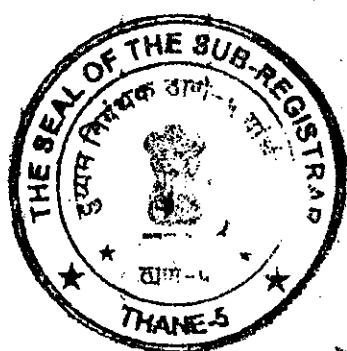
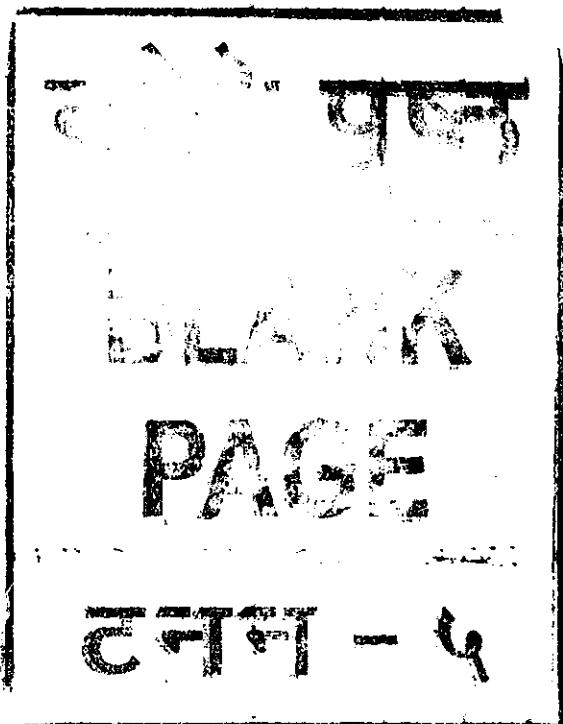


GROUND FLOOR

Parking of WILLIS

GROUND FLOOR PLAN





टला - ५		
दस्त	CY93	12098
क्रमांक		
८८ / ९०८		

## Anneexe - 5

Willis

Vikhroli	Thane	Powai
Telephone +91 22 2519 2000	+91 22 2172 6000	+91 22 6786 6600
Fax +91 22 6642 2000	+91 22 6683 6000	
Fax +91 22 2518 8607	+91 22 2533 9105	+91 22 6786 6992

C.I.N.: U72300MH1992PTC066724

**TRUE COPY**

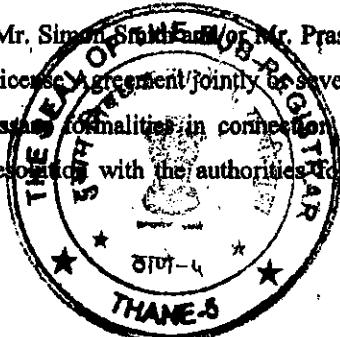
True Copy of the Resolution of the Board of Directors of Willis Processing Services (India) Private Limited (the "Company") passed in the meeting held on Thursday 17th July 2014.

The Board of Directors of the Company passed the following resolution in the meeting held at Plant no. 6, Godrej & Boyce Mfg. Co. Compound, Pirojshanagar, Vikhroli (West), Mumbai- 400 079 on Thursday 17th July 2014.

**“RESOLVED** that the Company to enter into Leave and License Agreement with Lodha Elevation Buildcon Private Limited and Simtools Private Limited for the premises located at “i-Think Techno Campus, Pokhran Road No. 2, Off. Eastern Express Highway, Thane (West) 400 607” for a period of 60 months.

**RESOLVED FURTHER** that the directors of the Company Mr. Simon Shrikhande or Mr. Prashant Mirani be and are hereby authorised to execute the Leave & License Agreement jointly or severally for and on behalf of the Company and also complete necessary formalities in connection with registration of the said agreement and to file copy of this resolution with the authorities for the purpose of registration of these Agreements".

**For Willis Processing Services (India) Private Limited**



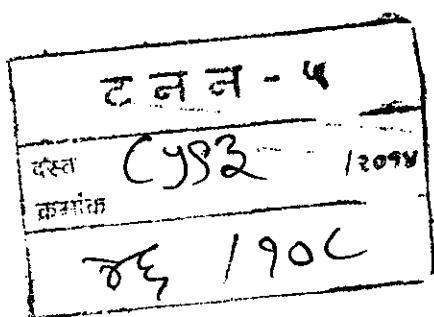
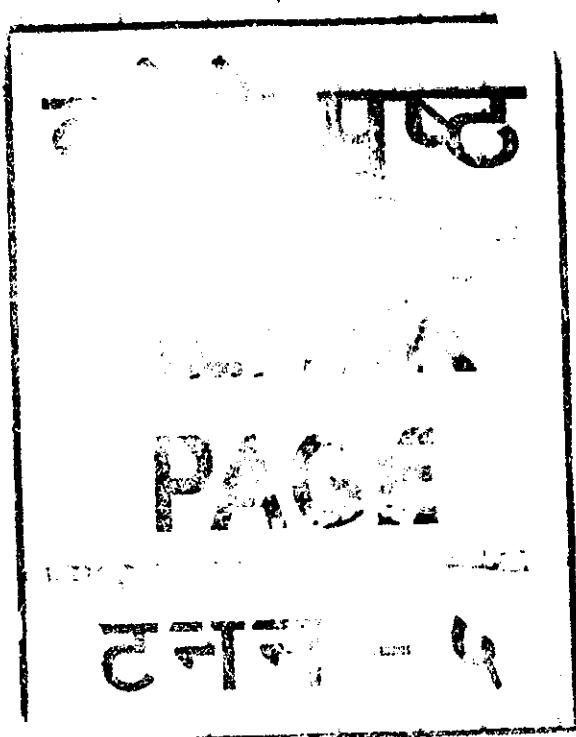
Prashant Mirani  
Director & Company Secretary



Willis Processing Services (India) Private Limited

**Registered Office :** Flang No. 6, Godrej & Boyce Mfg. Co. compound, Pashanwadi, L.B.S. Marg, Vithalnagar (West), Mumbai - 400 079, India.  
**Trade Office :** Akguli SMC, Unit No. 201, Junction of L.B.S. Marg & Pothra Road No. 1, Dharavi - 400 051, Maharashtra, India.  
**Power Office :** Tower A, 9th Floor, L&T Business Park, Soit Vilas Road, Powai, Mumbai - 400 086, India.

दस्त  
क्रमांक CY ४३ १२०९  
मेरा १९०८



# Annexure - 6

# Willis

Vikhroli Thane Powai  
Telephone +91 22 2519 2000 +91 22 2172 6000 +91 22 6786 6600  
+91 22 6642 2000 +91 22 6683 6000  
Fax +91 22 2518 8607 +91 22 2533 9105 +91 22 6786 6992

C.I.N.: U72300MH1992PTC068724

Dated: 26<sup>th</sup> August, 2014

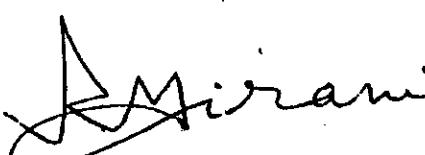
To,  
Lodha Elevation Buildcon Private Limited  
i-Think Techno Campus, Pokhran Road No. 2,  
Off. Eastern Express Highway,  
Thane (West) 400 607"

**Subject: Share Capital**

Dear Sir,

This is to confirm that as per the Audited Financials of Willis Processing Services (India) Pvt. Ltd. As of 31<sup>st</sup> March, 2013, the share capital of the company is 54,860,200 (Rupees Five Crore, Fourty Eight Lakhs, Sixty Thousand, Two Hundred Only).

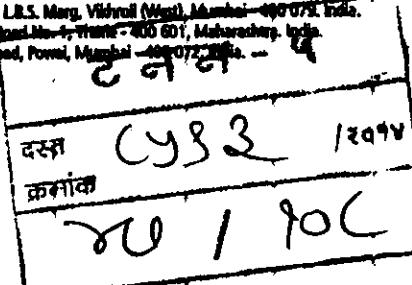
Regards,

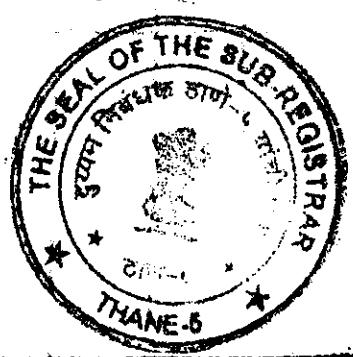
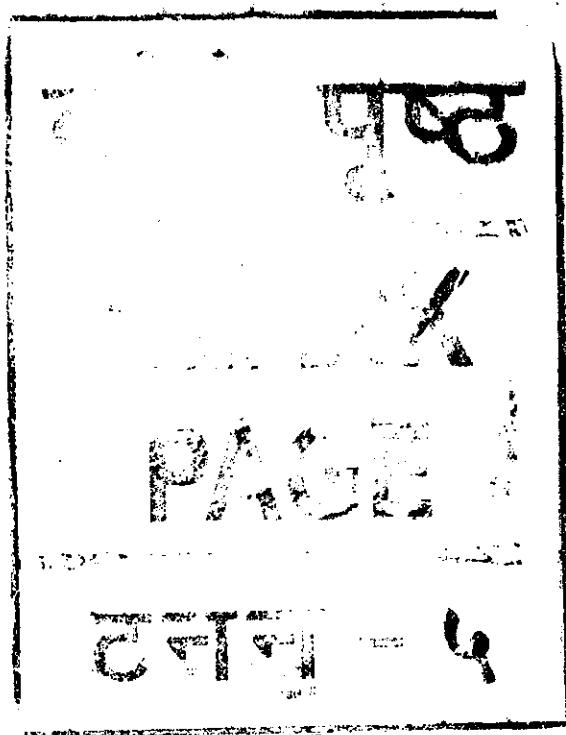
  
Prashant Mirani

Director & Company Secretary



Willis Processing Services (India) Private Limited  
Registered Office : Fl.no. 6, Godrej & Boyce Mfg. Co. compound, Piroshanagar, L.B.S. Marg, Vile Parle (West), Mumbai - 400 073, India.  
Thane Office : Alipuri SHC, Unit No. 291, Junction of L.B.S. Marg & Pokhran Road, New Thane - 400 601, Maharashtra, India.  
Powai Office : Tower A, 3rd Floor, LAT Business Park, Sakinaka, Powai, Mumbai - 400 072, India. -





ट न न - ५	
दस्त लगांड	८४३ /१०७४
८८ / १९०८	

**WILLIS PROCESSING SERVICES (INDIA) PRIVATE LIMITED**

**Notes forming part of the financial statements**

**Note 3: Share capital**

Particulars	As at 31st March, 2013		As at 31st March, 2012	
	Number of Shares	Amount ₹	Number of Shares	Amount ₹
(a) Authorised: Equity shares of ₹ 100 each. 6% Redeemable preference shares of ₹ 100 each.	1,000,000 500,000	100,000,000 50,000,000	1,000,000 500,000	100,000,000 50,000,000
(b) Issued: Equity shares of ₹ 100 each fully paid-up	548,802	54,880,200	548,802	54,880,200
(c) Subscribed and fully paid-up: Equity shares of ₹ 100 each.	548,802	54,880,200	548,802	54,880,200
<b>Total</b>	<b>548,802</b>	<b>54,880,200</b>	<b>548,802</b>	<b>54,880,200</b>

**Notes:**

- (a) Details of shares held by the holding company, ultimate holding company:  
548,800 Equity shares of ₹ 100 each fully paid up are held by the holding company Willis Europe B.V., Netherlands. The ultimate holding company is Willis Group Holdings Limited, United Kingdom.
- (b) There is no change in the number of equity share and the amount outstanding at the beginning and at the end of the Period.
- (c) The equity shares of the Company have voting rights and are subject to the preferential rights as prescribed under the Companies Act, 1956, or those of the preference shareholders, if any. The equity shares are also subject to restrictions as prescribed under the Companies Act, 1956.
- (d) Details of shares held by each shareholder more than 5% of shares:

Name of Shareholder and nature of relationship	As at 31st March, 2013		As at 31st March, 2012	
	No. of Shares held	% of Holding	No. of Shares held	% of Holding
Willis Europe B.V. (Holding Company)	548,800	99.99	548,800	99.99

दस्ता  
क्रमांक

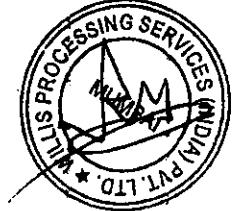
CY33 13098

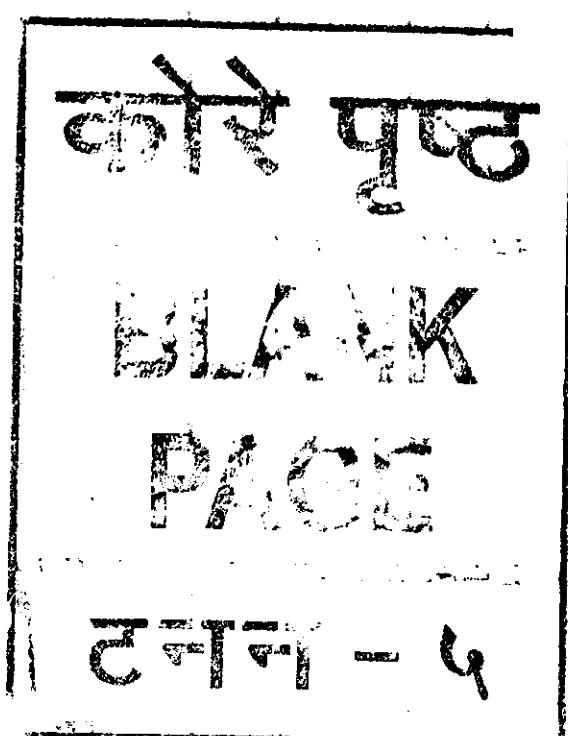
re 190C

**CERTIFIED TRUE COPY**

For WILLIS PROCESSING SERVICES (INDIA) PVT LTD

*Mirani*  
Authorised Signatory





टनन - ५	
दस्त	CY52
क्रमांक	/2098
90 / 90C	

242  
2099

### SPECIAL POWER OF ATTORNEY

To all to whom this present shall come, We (1) ODEON THEATRES AND PROPERTIES PRIVATE LIMITED (2) LODHA ELEVATION BUILDCON PRIVATE LIMITED and (3) LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 (hereinafter for the sake of brevity collectively to as "the said Companies") and (4) KIDDERPORE HOLDINGS LIMITED a Limited Company incorporated and registered under the Companies Act, 1956 and having its registered office at Shree Niwas House 2<sup>nd</sup> Floor, H. Somani Marg, Mumbai 400 001(hereinafter referred to as "the Company");

#### SEND GREETINGS

WHEREAS the said Companies are engaged in business of real estate and property development and constructing various Buildings comprised of Residential Flats, Commercial Units /Buildings and such other premises and selling such Residential Flats , commercial building/Units and such other premises in Mumbai and elsewhere in India.

This said Companies are in process of executing Agreements for Sale with the Prospective Purchasers and for the said Companies are required from time to time sign, execute, Administer and Register the Agreements for Sale before the concerned Sub-registrar or Registrar of Properties, and in order to facilitate the same the said Companies are desirous of appointing SHRI SURENDRA NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA GAK and M.S. TEJAL ENGINEER as Constituted Attorneys of the said Companies with following POWERS and authorities..

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that We ABHINANDAN LOCHA, SURENDRA K. SHAH of Mumbai, Indian and one of the Director of the said Companies doth

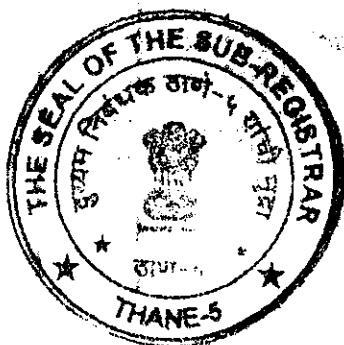
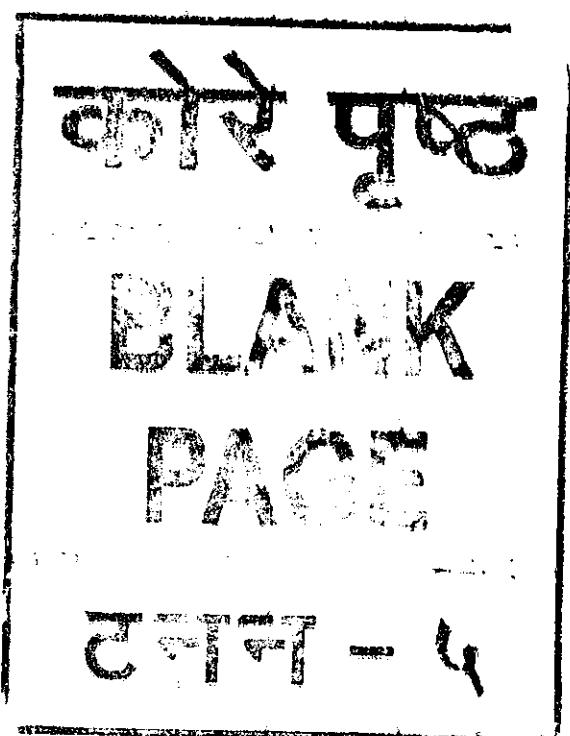
कृते आईडीबीआई बैंक लि.  
For IDBI BANK LTD

प्रधिकृत हस्ताक्षराते  
Authorised Signature

Industrial Development Bank of  
India Ltd. 0-55744568-900711061113-165  
Kothrud Main Rd, Dadar, Mumbai  
Mumbai, Maharashtra 400 014  
Date of Issue: 20/08/2011  
Signature of Authorised Officer

मारत 05346 SPECIAL ADHESIVE  
125802 AUG 08 2011  
R.00005001-PB5319  
INDIA STAMP DUTY MAHARASHTRA

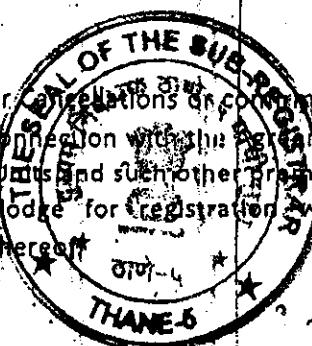
दस्तावेज़ का नाम (Name of Document)	3 P.C.(1) of Power of Attorney
दस्तावेज़ का वर्णन (Description of Document)	नियुक्ति / नियुक्ति के लिए
यद्यपि विवरण (If Applicable Name of S.R.O.)	
इशाया फ्रैन्क नंबर (Franking Digits)	
प्रिप्लास्टिक घोषणात् वर्णन (Property Description in B.C.L.)	
मोददात् इच्छात् (Consideration)	
मुख्य क्रेडिटरात् नाम प्रज्ञापन (Name of Purchaser's Name)	Surendra Nair
दस्तावेज़ मुख्य प्रवर्तन भौतिक (S. No. of other Part(s))	
प्रति अधिकार भाग व गति (Attouchment & Antegeas)	
दस्तावेज़ का नाम (Name of Document)	ट. क्र. सं. 24
दस्ता क्रमांक	2093/2011
	99 1906



ट न न - ५	
दस्ता क्रमांक	CYBZ / २०९४
५२/१९०८	

said Companies doth hereby appoint nominate and constitute the said SHRI SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER as true and lawful attorneys or agents of the said respective Companies with full powers and authority to jointly and severally do and execute all act, matters, deeds and things as hereinafter mentioned on behalf of, in the name of and for the Companies viz.

1. TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment of Residential flats, Commercial Buildings /Units and such other premises in buildings constructed by the said Companies on the properties in different development projects in terms of Allotment letter approved by the said Companies or any of them.
2. TO ENTER INTO, SIGN AND EXECUTE Agreements for sale in connection with the Residential Flats, Commercial building/ Units and such other premises in Building/s constructed by the said Companies on the properties in different development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements.
3. Subject to prior approval of the management of the Company TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents, as may be required, to enable the prospective Purchasers of the Residential Flats, Commercial building/ Units and such other premises to secure loans and financial assistance from the bankers and financial Institutions for the purpose of the payment of the consideration payable by the such prospective Purchasers to the Companies without making any monetary or others commitments or any other liabilities of whatsoever nature thereto on behalf and against the said Companies to or by the banker or financial Institution.
4. TO APPEAR BEFORE AND ATTEND TO the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreement for Sale executed by the Attorney with the prospective Purchasers lodged for registration in connection sale of the Residential Flats, Commercial building/Units and such other premises in the building constructed by the Companies or any of them and to do all necessary acts deeds matters and things for effectively registering the said Agreement of Sale.
5. TO SIGN AND EXECUTE Deed of Rectification or alterations or confirmation or any other documents, as may be required, in connection with the Agreement for sale of Residential Flats, Commercial building/Units and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.



ट.न.नं - ५	
दस्त	CY33
क्रमांक	/2098
Y3	/ 90C

कोर्ट पुस्तक

BLANK  
PAGE

टनन - ५



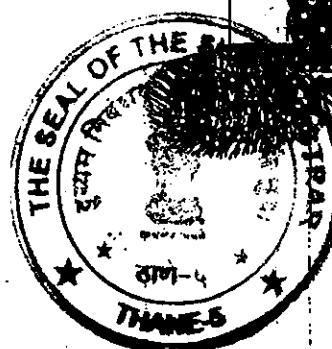
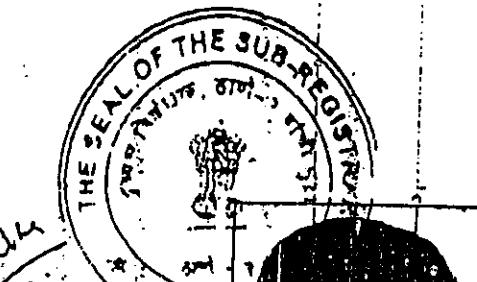
टनन - ५	
दस्त	CY82
क्रमांक	12098
58 190C	

6. For the better doing, performing and executing all the matters and things aforesaid, I hereby further grant into the said Attorney full power and absolute authority to substitute and appoint in his place, One or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under this Special Power of Attorney which includes execution of Agreement for Sale and admit execution thereof before concerned Sub Registrar of Assurance for effective registration of such document and to revoke any such appointment from time to time and to substitute or appoint any others in his place as the said Attorney from time to time as he thinks fit and / or proper subject to terms stated therin.

Provided that notwithstanding anything herein before contained, the said Attorney shall always act within and not outside the instruction or directions received by him from the management and board of directors of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said attorney, pursuant to the powers hereinbefore contained.

This Power of Attorney shall remain valid and in force till same is revoked or cancelled by all or any of the Companies and/or so far as the said attorney is in employment in one of the said Companies.

IN WITNESS WHEREOF the Companies have put their respective seals on this

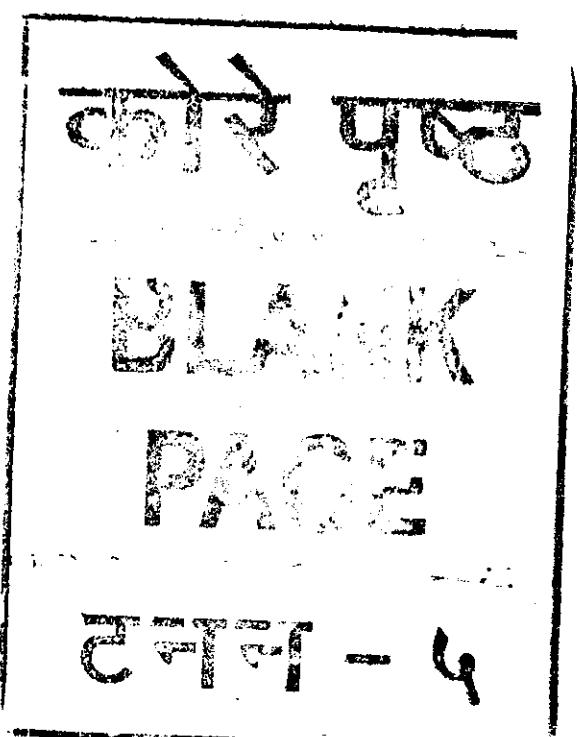


ट न न - ५	
दस्त	५४३
क्रमांक	१२९८
५५ / ७०८	

BY and within named  
M/S. LODHA PRANIK LANDMARK DEVELOPERS  
PRIVATE LIMITED ;  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2011  
In the presence of ....  
BY witness

1) S. Chavan -

2) S. Marc -



टनन - ५	
दस्त क्रमांक	CY33 / २०९४
५६ / १० C	

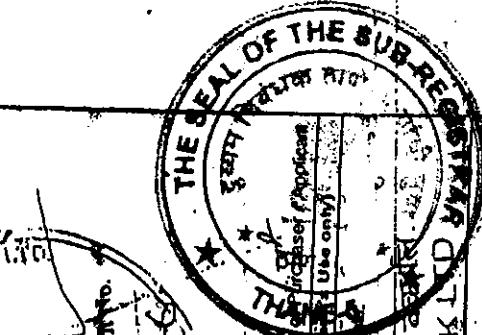
**SIGNED SEALED AND DELIVERED  
BY and within named  
M/S. LODHA ELEVATION BUILDCON  
PRIVATE LIMITED ;  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2007  
In the presence of ....**

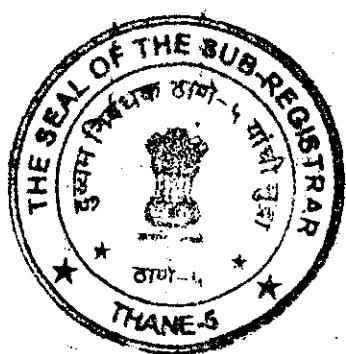
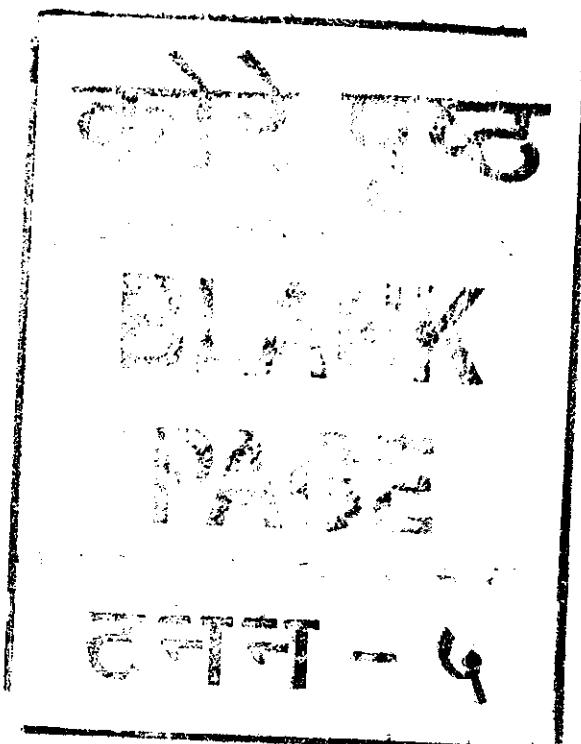
*M. Charles*

SIGNED SEALED AND DELIVERED  
BY and within named  
ODEON THEATRES AND PROPERTIES PRIVATE LIMITED.,  
By and through their one of the Director  
Mr. Surendra K Shah  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2009  
In the presence of ..... *Surer*

Terendra K. Shah

**SIGNED SEALED AND DELIVERED**  
BY and within named  
**KIDDERPORE HOLDINGS LTD**  
By and through their one of the Director  
Mr. Surendra K Shah  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_, 2010  
In the presence of .....





टलन - ५	
दस्त	CY 83
क्रमांक	1/209A
YC / 90C	

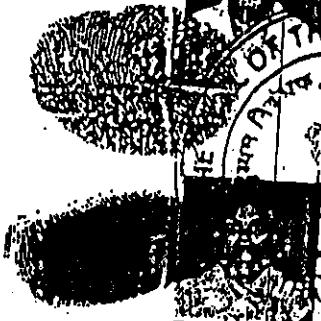
SHRI SURENDRA NAIR

*S.N.*



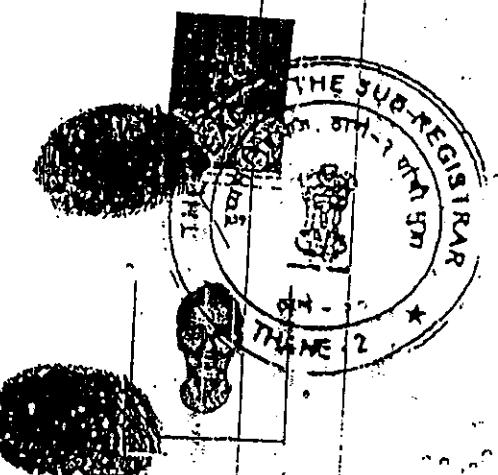
MRS. MARISHA SUTARI

*Mutari*



MRS. RUTUJA OAK

*Rak*



MS. TEJAL ENGINEER

*Tejal*

Signature and Photograph of Constituted Attorney

Dated this Day of 08<sup>th</sup> Aug 2011

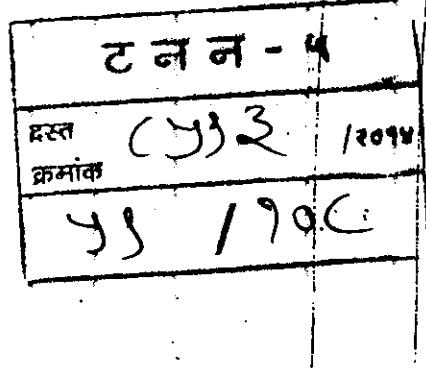
WE,

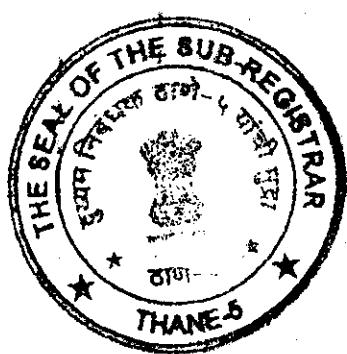
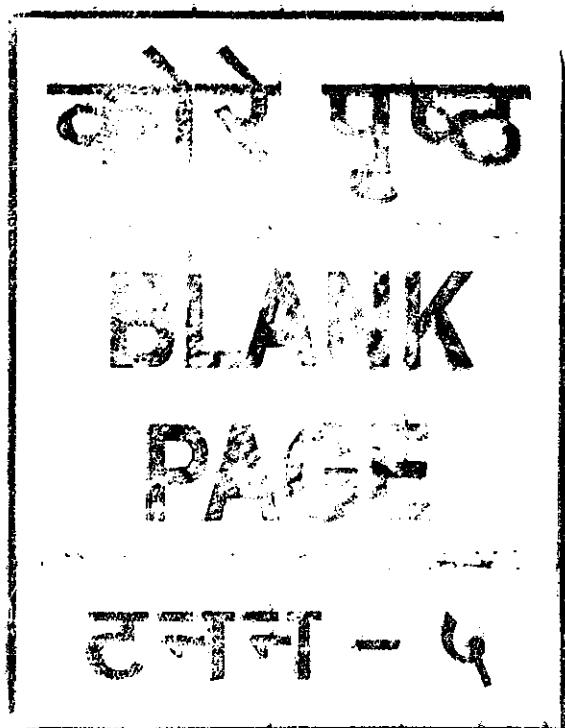
M/S. LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED  
M/S. LODHA ELEVATION BUILDCON PRIVATE LIMITED  
KIDDERPORE HOLDINGS LIMITED  
ODEON THEATRES AND PROPERTIES PRIVATE LIMITED



\* witness

1) S. Chouhan - *g/t*  
2) S. Imper - *g/t*





टनन - ५	
दस्त	८९३
क्रमांक	१२०६४
५० / १९०८	

3)

~~John~~

Yutari

4)

Pak

10

४ पाठ्यक्रम नं० २०३

9) નવીન સુલ્લાર પગાડાંગ નિદો ૧૫૧૨૦૩૯ રોડી

અને એવાં કષણાં જો એ માટે તું હોય, ત્થાં લિન્ફોવિરાર  
તથા એવી મોટા હાજરી દેખન વિનિયોગ પણ નિયત કરી શકે આપણાં  
કરી શકેનેં, એવાં એવાં કરી સુધે

3) अरोड़ाधाम पेटी क्लॉड नियंत्रित होने वाली तक विकास प्रभाव द्वारा बढ़ाय जाएगा।

३) यदि मारवाड़ गुजरात क्षेत्र?

ੴ ਸਤਿਗੁਰ ਪ੍ਰਸਾਦਿ॥ ਮਨ ਮੁਖ ਮਾਰੋ ਜੁ ਵਖਾਂ॥  
ੴ ਸਤਿਗੁਰ ਪ੍ਰਸਾਦਿ॥ ਬੈਖਿ ਅਸ ਆਸਾਵ॥ ੧ -

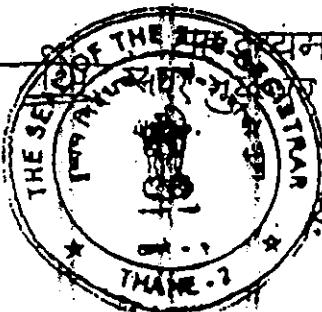
कीर्ति अवधि योगी माधवा समझ - काशी गुरुद्वारे निष्ठा

અને શાશ્વત પદ્યા ભાગ, લાંબા મુજબ હેઠળ વિધિ

ଶ୍ରୀକୃଷ୍ଣମାନ୍ଦ୍ରାତ୍ମକ) ପ୍ରମାଣିତ ଫିଲେସନ୍ ମୁଦ୍ରା ୩୦୦



P.P. Leonhardt

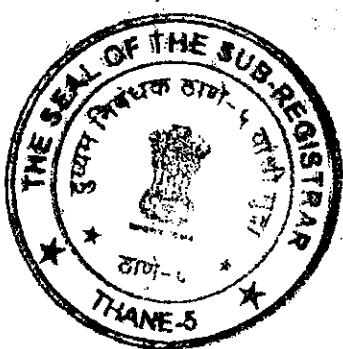


ट न क्र - ५  
दस्त  
क्रमांक CY32 / 2098  
६९ / ८०८

दोरे पृष्ठ

BLANK  
PAGE

टना - ५



टना - ५	
दस्त क्रमांक	CY33 / 2094
६२ / ९०c	

क्रमांक अंकित (Serial. No. of Document)	Special Power of Attorney
पुस्तकालय का नाम (Name of Library)	Registration No. in Registrable
I. मालिक का विवर (Details of Owner)	
II. नगदी का रूपाने (Signature of S.R.O.)	
ट्रांकिंग नंबर (Franking Number No.)	
प्रिवेटीली चार्ड अवधारणा वर्गीयः (Private, Discretionary & Unstamped)	
वापदता रकम (Consideration Amount)	
पुस्तक खरीदाराएँ नाम संख्या ग्रन्थ (Stamp Purchasers Name, No. of Books)	Surendran Nair
दस्तावेज़ दुसरा पत्रकार्यालय को (Stamp of the other Party)	
हस्ते असाधारण ग्रन्थ दे पता (Without Name & Address)	
पुस्तक शुल्कार्थी रकम (Stamp Duty Amount) अंकित (in words)	500/-
इन्डिक्यूट अधिकारीयाद्युषि ग्रन्थी ए ब्रिग्स (Authorized Person's full Signature & Seal)	<i>symaroda</i>

## SPECIAL POWERS OF ATTORNEY

To all to whom this presents shall come, We Mr. SURENDRA NAIK, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER of Mumbai, Indian Inhabitant and Power of Attorney Holders of

To all to whom this present shall come, We (1) ODEON THEATRES AND PROPERTIES PRIVATE LIMITED, (2) LODHA ELEVATION BUILDCON PRIVATE LIMITED and (3) LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai – 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi – 400 011 (hereinafter for the sake of brevity collectively to as "the said Companies") and (4) KIDDERPORE HOLDINGS LIMITED a Limited Company incorporated and registered under the Companies Act, 1956 and having its registered office at Shree Niwas House 2<sup>nd</sup> Floor, H. Somanji Marg, Mumbai 400 001(hereinafter referred to as "the Company");

**SEND GREETINGS  
WHEREAS,**

- (a) The Companies and Firms are engaged in the business of Real Estate and Property Development and In the course of its said business the said Companies and said Firms Are constructing various buildings and selling Residential Flats, Shops /Bunrows/ Commercial Building/Unit in the said Buildings and for that purpose the said Companies and said Firms are entering into Agreements for Sale with prospective Purchasers.

Industrial Development Bank of  
India Ltd.,  
Kothiwall Hall, Clegg Street, Mysore-570001,  
Mysore, One Side, Deccan, Madras.  
Dadar (Elphinstone), 400 014.

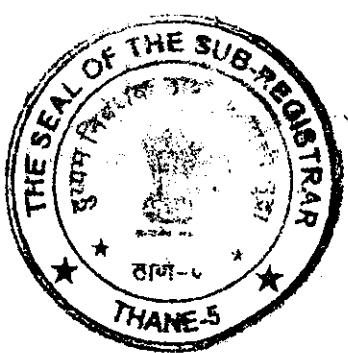
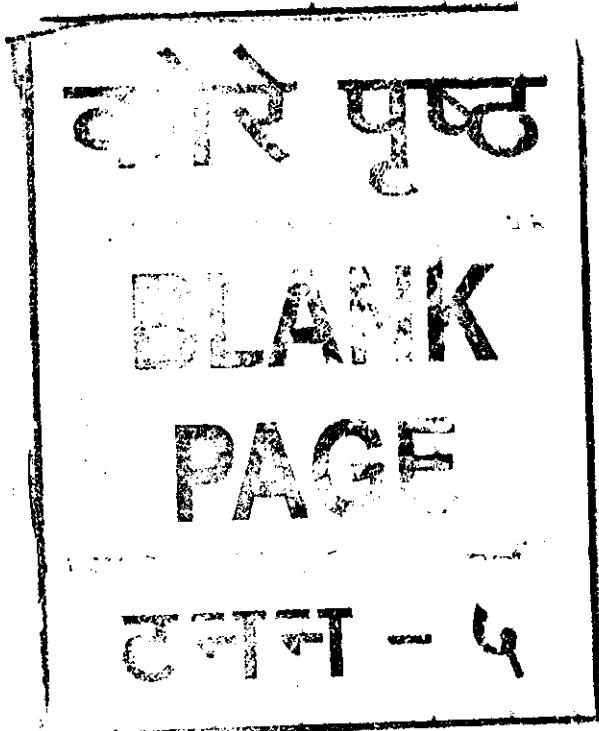


प्रकाशन

ट न न - ५

दस्त  
क्रमांक (५३३) १२०१४

६३ / ९०८

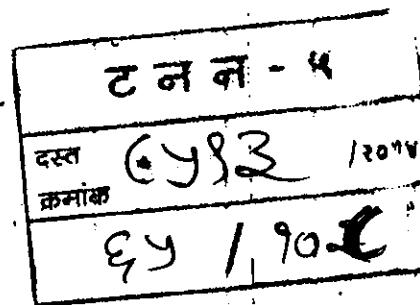
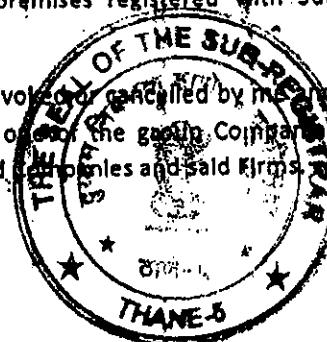


ट नं - ५	
दस्त	CY ९३
क्रमांक	12098
६४ / १९०८	

- (b) We authorized vide Power of Attorney dated \_\_\_\_\_ to sign Agreements for Sale Of Residential Flats/ Shops /Bunglows/Commercial building/Unit and such other premises as constituted attorney Holder of said Companies and said Firms and exercise powers and authorities for an on behalf of the Said Companies and said Firms.
- (c) In order to facilitate the registration before the office of Sub-Registrar of Mumbai and all other States of Maharashtra and for admitting the execution of the said Agreement for Sale, we therefore Desirous of appointing Mr. Pandhari Kesarkar, Mr. Rahul Wandekar, Mr. Ramesh Rawal, Mr. Pramod Kamble and Mr. Anil Palande the Attorney to act on Our behalf in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK AND MS. TEJAL ENGINEER of Mumbai, Indian Inhabitant and in my capacity as Power of Attorney Holders of the said Companies and said Firms doth hereby nominate, constitute and appoint (1) MR. PANDHARI KESARKAR of Mumbai, Indian Inhabitant, Residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai 400 070 , (2) MR. RAHUL WANDEKAR of Mumbai, Indian Inhabitant, residing at Room No. 7, Athawale Building, Chitale Path, Bhavani Shankar Road, Dadar (West), Mumbai 400 028 , (3) Mr. Ramesh Rawal Residing of Mumbai, Indian Inhabitant, Residing at Hanuman Nagar, Pragati Rahivasi Seva Sangh, Room No. 4, Motilal Nagar, M.G.Road, Goregaon (West), Mumbai 400 090 (4) Mr. Pramod Kamble of Mumbai, Indian Inhabitant, Residing at 8/15, Mata Ramabai Ambedkar Nagar, Dr. E. Moses Road, Worli, Mumbai – 400 018 and (5) Mr. Anil Palande of Mumbai, Indian Inhabitant, residing at A – 202 chandresh Enclay, M.D. Nagar, Achole Road, Nallasopara ( East ), to by my true and lawful substituted Attorneys (hereinafter referred to as " the said Attorneys") individually and severally to do all or any of the following acts, deeds, matters and things for the said Companies and said Firms and in the name and on behalf of the said Companies and said Firms that is to say:

1. To lodge for registration various Agreements for sale of Flats/ Shops /Bunglows executed by US and behalf of the said Companies and said Firms with Sub-Registrar of Assurances at Mumbai and all other States of Maharashtra and to admit execution thereof on Our behalf for the said Companies and said Firms by any one of them.
2. We hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution of agreements for Sale of Flats/ Shops /Bunglows and such other premises on behalf of the said Companies and said Firms before the said Sub Registrar of assurances.
3. To do all or any other acts, deeds, matter and things for the purpose of effectually getting the said Agreements for Sale of Flats/Shops/Bunglows and such other premises registered with Sub-Registrar of Assurance at Mumbai and for all States of Maharashtra.
4. This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me or the aforesaid constituted attorneys remain in employment in one of the said Companies and Firms and / or I ceased to be constituted attorney holder of the said Companies and said Firms.



कोरे पृष्ठ

BLACK  
PAGE

टनन - ५



टनन - ५

दस्ता  
क्रमांक (493) 1/2098  
९६ / १०८८

5. AND we hereby agree to ratify and confirm in capacity as Power of Attorney Holders of the said Companies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF WE Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEJAL ENGINEER, Constituted Attorney holders of the said Companies and said Firms have put my hands to these presents on \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and withinnamed

ODEON THEATRES AND PROPERTIES PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

In the presence of .....

SIGNED SEALED AND DELIVERED  
BY and withnnamed

KIDDERPORE HOLDINGS LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

In the presence of .....

SIGNED SEALED AND DELIVERED  
BY and withnnamed

LQDHA ELEVATION BUILDCON PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

In the presence of .....

SIGNED SEALED AND DELIVERED

BY and withnnamed

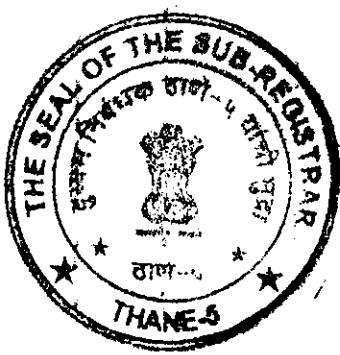
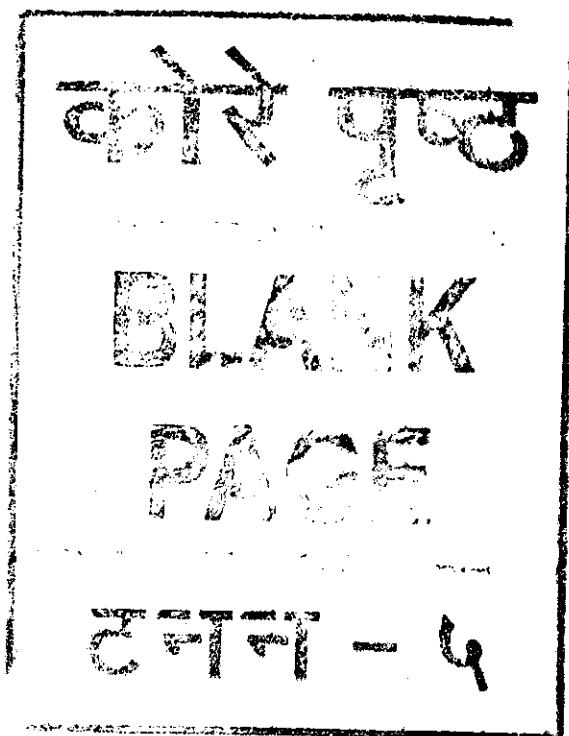
LQDHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

In the presence of .....

ट न क - ५	
दस्त	CY 33 / 2074
क्रमांक	
६०, १९०८	



टनन - ५	
दस्त	CY82
क्रमांक	/2098
६C / ९०C	

MR. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

**Signature and Photograph of Constituted Attorney**

Dated this Day of 08/08/ 2011



- ## 1. ~~PANDHARI KESARKAR~~

P.R. Kesani

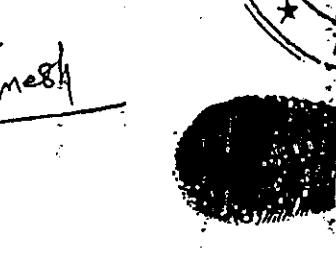
- ## 2. RAHUL WANDEKAR

2



- ### 3. RAMESH RAWAI

五



- #### 4. PRAMOD KAMBLE

1



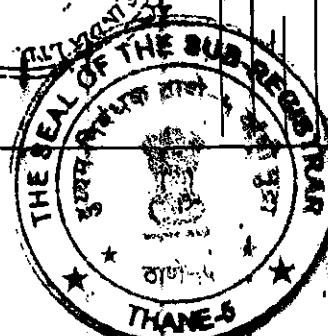
5. ANIL PALANDE

5



**Power of attorney holder of:**

M/S. LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED  
M/S. LODHA ELEVATION BUILDCON PRIVATE LIMITED  
KIDDERPORE HOLDINGS LIMITED  
ODDON THEATRES AND PROPERTIES PRIVATE LIMITED



टनन - ५  
दस्त  
क्रमांक CJS 3 / 2096  
६९ / १७०८

कांगे पृष्ठ

BLANK  
PAGE

टनन - ५



टनन - ५

दस्त	CY33	1209A
क्रमांक		
GO 190C		

Murtan

Pak

3/8/2009

D.P.Kesar

10/12/2009

Zomesh

2/12/2009

Faridkot

1/12/2009

पंचमुक्त २५१/२०९९

सदर न्युट्रिट्वा०८ परा-अभा० दि ११७/२०९९ रुप०

१) ओडामन वेस्ट कोट्टा०८ नप० किरपोभु० लोधीजातिया०

२) जेना०८ इलावेंद्री०८ विलाकृत्या०८ नित्या०८

३) गोदा०८ धनिक०८ बोधाक०८ उच्च०८ नित्या०८ तप०८

४) कोठु०८ तामर०८ मारिया०८ रुत्या०८

५) शीर्षगुजारा०८ भाजा०८ लेजान०८ लोभर सक्समा०८

६) खुप०८ पुरुष०८ (मुख्या०८)

७) शीर्षगुजारा०८ लेजान०८

८) शीर्षगुजारा०८ लेजान०८

९) शीर्षगुजारा०८ लेजान०८

१०) शीर्षगुजारा०८ लेजान०८

११) शीर्षगुजारा०८ लेजान०८

१२) शीर्षगुजारा०८ लेजान०८

१३) शीर्षगुजारा०८ लेजान०८

१४) शीर्षगुजारा०८ लेजान०८

१५) शीर्षगुजारा०८ लेजान०८

१६) शीर्षगुजारा०८ लेजान०८

१७) शीर्षगुजारा०८ लेजान०८

१८) शीर्षगुजारा०८ लेजान०८

१९) शीर्षगुजारा०८ लेजान०८

२०) शीर्षगुजारा०८ लेजान०८

दस्त

क्रमांक

८४३

१/२०९९

८७

१९८

८८

८९

९०

९१

९२

९३

९४

९५

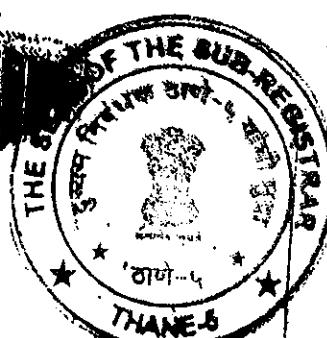
९६

९७

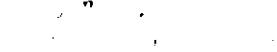
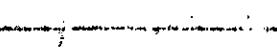
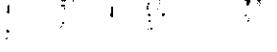
९८

९९

१००



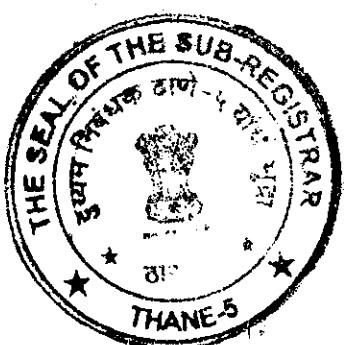
ट न न - ५
दस्त
क्रमांक
८४३
१/२०९९
८७ / ९०८
८८ / ९१८
८९ / ९२८
९० / ९३८
९१ / ९४८
९२ / ९५८
९३ / ९६८
९४ / ९७८
९५ / ९८८
९६ / ९९८
९७ / १००८



सह दुर्योग निवारक ठाणे क्र २

दोष पूछ  
BLANK  
PAGE

टनन - ५



टनन - ५	
दस्ता क्रमांक	(५३२ / २०७४)
६२ / १०८	

कुलमुखत्यारपत्राचे घोषणापत्र

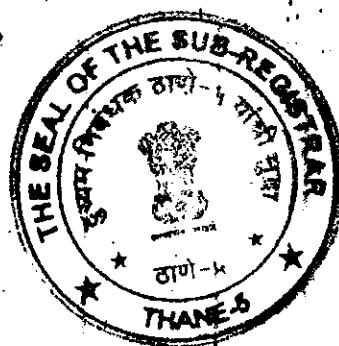
मी, श्री. — पैट्री — सरकर या द्वारे घोषित  
 करतो की, दुर्यम निबधक ट्रॉफी यांचे कार्यालयात  
 या शिर्षकाचा दस्त नोंदणीसाठी सदर करण्यात आला  
 आहे. श्री. — सरेन्जन नायर व इलर व इतर यांनी  
 दिनांक टोटो ७ रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आधारे मी, सदर दरत  
 नोंदणीस सादर केला आहे /निष्पादीत करुन कबूलीजवाब दिला आहे. सदर  
 कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद केलेली नाही, किंवा  
 कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मरत झालेले नाही किंवा अन्य  
 कोणत्याही कारणामुळे युग्मारा यातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र  
 पूर्णपणे वैध असून उपरोक्त कृती यशस्य मी पुर्णतः सदरम आहे. सदरचे कृथन युक्तीचे  
 आठवून आत्यास, नोंदणी अधिनियम १९ वे कलम ८२ अन्वये शिक्षेस मी. पांच राहींना,  
 याची मला जाणीव उाहे.

ठिकाण: ठाणे  
 दिनांक:

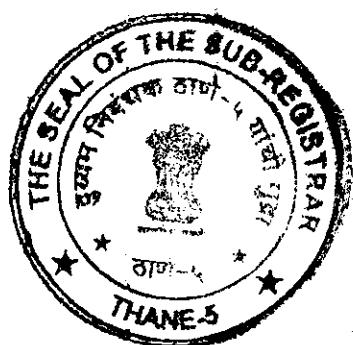
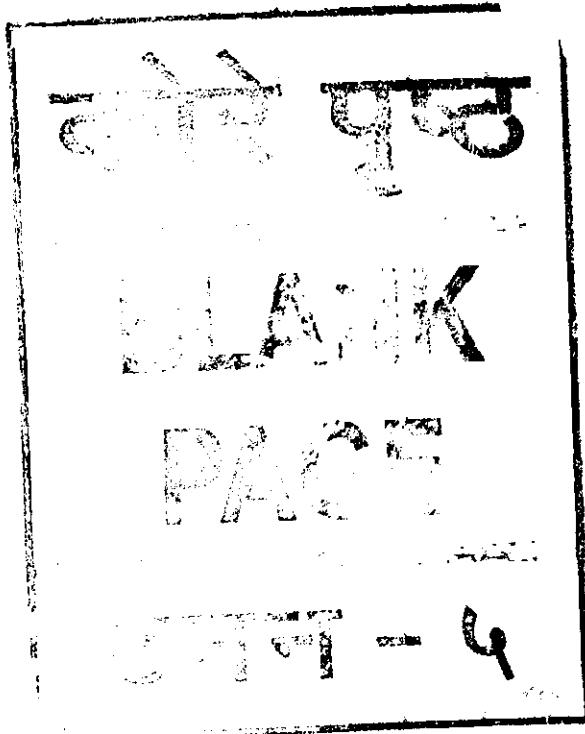
सही *P.R.Keral*  
 कुलमुखत्यारपत्राचे घोषणापत्र लिहून देणार

मी सदर कुलमुखत्यारपत्राचे रात्याते विषयी संपूर्ण केली आहे. तसेचे वैधतोषाबद्द याची केली  
 आहे.

प्रचेसर सही



द न न - ५	
दस्ता	८५३
क्रमांक	१००५
०३ / ७०८	



ठ न न - ५	
दस्त	५३३
क्रमांक	/ २०१४
६८ / ९०८	

(वि. नि. नमुना क. १) (Fin. R. Form No. 1)

सर्वसं. ११३ मई.

Gen 113 mc.

गूळ प्रत  
ORIGINAL COPY

[अहसांतरणीय]

[NON TRANSFERABLE]

क्रमांक ४८८६७९०

भुगतान रुपये ५००/-

शासनारा वेत्तेल्या प्रदानाची पावती

RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... डॉ०२ दिनांक/Date..... २३/१९२१०९०

रुपयाकडून

Received from..... श्रीमा. शिंदोदत्त अ. ग.

रु./Rs..... ५०० रुपये/Rupees ठार फॅम्हा

याकरिता मिळाले.

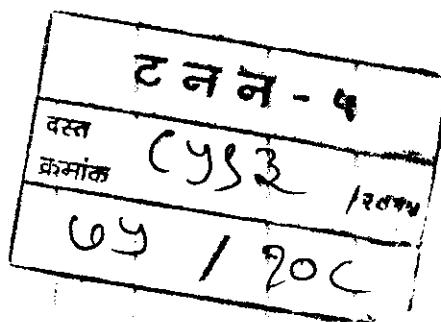
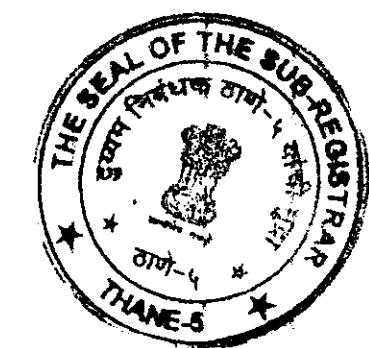
on account of.....

योगपाल वा सेखापाल

Cashier or Accountant,

संही/Signature

अहं दुष्ट्यन्म विष्वामित्र विष्वामित्र



कृत आईडीवीआई लैंक लि.  
For IDBI BANK LTD Industrial Development Bank of  
India Ltd.

Kotekar Hall Opp. Swaminarayan Mandir  
Dadar (E) Mumbai - 400 024.

मार्ग 86436  
फँक्स 174803

स्पेशल नंबर स्ट्रिंग  
डिक्टो डिस्ट्रिब्यूशन  
दिनांक 02/12/10.

Customer's Copy	Sr. No.
Deposit Br.	Date 01/12/10.
IDBI BANK	

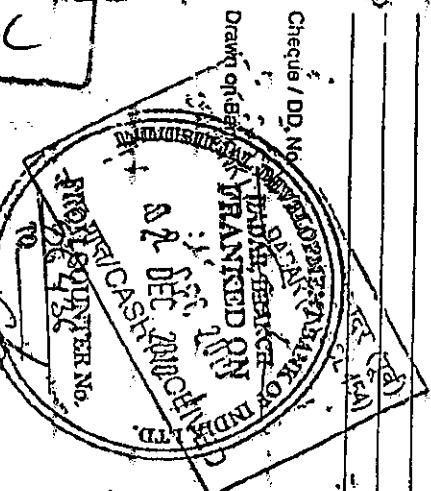
Pay to Acct No. 00437200110056 IDBI bank A/C stamp duty	
Type of Document	Power of Attorney
Type of Stamp	Special Adhesive
Franking Value	Rs. 50/-
Service Charges	Rs. 10/-
Total	Rs. 50/-
Name of stamp duty paying party	Sustender Master

### SPECIAL POWER OF ATTORNEY

To all to whom this present shall come, We 1) MACROTECH CONSTRUCTION PRIVATE LIMITED. (2) LODHA LAND DEVELOPERS PRIVATE LIMITED. (3) LODHA ESTATE PRIVATE LIMITED. (4) LODHA CONSTRUCTION PRIVATE LIMITED. (5) LODHA BUILDERS PRIVATE LIMITED. (6) ARIHANT PREMISES PRIVATE LIMITED (7) LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED. (8) LODHA HOME DEVELOPERS PRIVATE LIMITED. (9) SIMTOOLS PRIVATE LIMITED. (10) LODHA BUILDCON PRIVATE LIMITED. (11) LODHA NOVEL BUILDFARMS PRIVATE LIMITED. (12) MAA PADMAVATI BUILDTECH PRIVATE LIMITED. (13) LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED. (14) COWTOWN LAND DEVELOPMENT PRIVATE LIMITED. (15) LODHA CROWN BUILDMART PRIVATE LIMITED. (16) LODHA DWELLERS PRIVATE LIMITED. (17) LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED. (18) LODHA DEVELOPERS PRIVATE LIMITED. (19) LODHA PINNACLE BUILD TECH PRIVATE LIMITED. (20) GALAXY PREMISES PRIVATE LIMITED. (21) MAHAVIR BUILD ESTATE PRIVATE LIMITED (22) MICROTECH CONSTRUCTION PRIVATE LIMITED (23) SHREENIWAS COTTON MILLS LTD. (24) NATIONAL STANDARD INDIA LIMITED. (25) SANTHNAGAR ENTERPRISE PRIVATE LIMITED. (26) LODHA QUALITY BUILDMART PRIVATE LIMITED. (27) LODHA DEVELOPER PRIVATE LIMITED (28) LODHA PRIME BUILD FARMS PRIVATE LIMITED. all of them Private

Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apollo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 (hereinafter referred to for the sake of brevity collectively to as "the said Companies") and WORLI LODHA GROUP OF COMPANIES 2) M/S. VIVEK ENTERPRISES, 3) M/S. SHREE SAINATH ENTERPRISES, 4) M/S. PRANIK LANDMARK ASSOCIATES, All of the Partnership Firms registered under the Partnership Act, 1932 and having its principal office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai-400 018 and sales office at Lodha Pavilion, Apollo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 (hereinafter referred to as "the said Firms")

दस्त क्रमांक	CYB3	10962
DC No.	90C	
Franking St. No.	कृत आईडीवीआई लैंक लि.	
Authorised By	Mr. Rakesh Patel	For IDBI BANK LTD
Signature of Purchaser / Applicant		



And residing/office at Lodha Paradise, Majiwada, Thane (West)

SEND GREETINGS

WHERAS the said Companies are engaged in business of real estate and property development and constructing various Buildings comprised of Residential Flats, and such other premises and selling such Residential Flats and such other premises in Mumbai and elsewhere in India:

This said Companies are in process of executing Agreements for Sale with the Prospective Purchasers and for the said Companies are required from time to time sign, execute, admit, Ledge and register the Agreements for Sale before the concerned Sub-registrar of Assurance, and in order to facilitate the same the said Companies are desirous of appointing SHRI SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER as Constituted Attorneys of the said Companies with following powers and authorities.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that We ABHINANDAN LODHA, ABHISHEK LODHA, MANGESH PURANIK, SANDEEP SAXENA, SURENDRA. K. SHAH of Mumbai, Indian and one of the Director of the said Companies doth hereby appoint nominate and constitute the said SHRI SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER as true and lawful attorneys or agents of the said respective Companies with full powers and authority to jointly and severally do and execute all act, matters, deeds and things as hereinafter mentioned on behalf of, in the name of and for the Companies viz.

1. TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment of Residential flats and such other premises in buildings constructed by the said Companies on the properties in different development projects in terms of Allotment letter approved by the said Companies or any other
2. TO ENTER INTO, SIGN AND EXECUTE Agreements for sale in connection with the Residential Flats, and such other premises in Building/s constructed by the said Companies on the properties in different development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements.
3. Subject to prior approval of the management of the Company TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents as may be required, to enable the prospective Purchaser/s of the Residential Flats and such other premises to secure loans and financial assistance from the bankers and financial Institutions for the purpose of the payment of the consideration payable by the such prospective Purchaser/s to the Companies without making any monetary or others commitments or any other liabilities of

*a / R*  
*Rah*  
*by*  
*BB*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MACROTECH CONSTRUCTION PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



*Abin Lodha*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA DEVELOPERS LIMITED  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*Abin Lodha*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA ESTATE PRIVATE LIMITED  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*✓*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA CONSTRUCTION PRIVATE LIMITED  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*Abin Lodha*

ट नं - ५	
दस्त	८३३ / २०१०
क्रमांक	
१०८ / १०८	

*A. K.* *Abin Lodha* *✓*  
*✓* *✓*

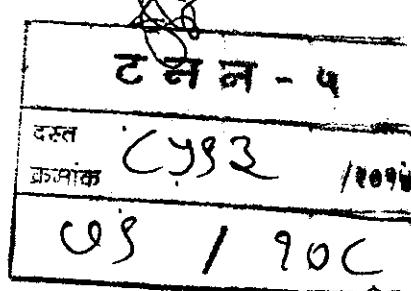
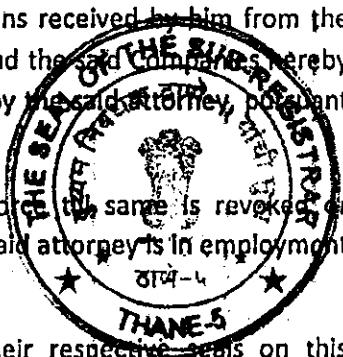
whatsoever nature thereto on behalf and against the said Companies to or by the banker or financial institution.

4. TO APPEAR BEFORE AND ATTEND TO the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreement for Sale executed by the Attorney with the prospective Purchaser's lodges for registration in connection sale of the Residential Flats, and such other premises in the building constructed by the Companies or any of them and to do all necessary acts deeds matters and things for effectively registering the said Agreement of Sale.
5. TO SIGN AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents, as may be required, in connection with the Agreement for sale of Residential Flats, and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.
6. For the better doing, performing and executing all the matters and things aforesaid, I hereby further grant into the said Attorney full power and absolute authority to substitute and appoint in his place, One or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under this Special Power of Attorney which includes execution of Agreement for Sale and admit execution thereof before concerned Sub Registrar of Assurance for effective, registration of such document and to revoke any such appointment from time to time and to substitute or appoint any others in his place as the said Attorney from time to time as he thinks fit and / or proper subject to terms stated therein.

Provided that notwithstanding anything herein before contained, the said Attorney shall always act within and not outside the instruction or directions received by him from the management and board of directors of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said Attorney, pursuant to the powers hereinbefore contained.

This Power of Attorney shall remain valid and in force till same is revoked or cancelled by all or any of the Companies and/or so far as the said attorney is in employment in one of the said Companies.

IN WITNESS WHEREOF the Companies have put their respective seals on this



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA HOME DEVELOPERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

(A.W.Lodha)

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA BUILDCON PRIVATE LIMITED.,  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

(A.W.Lodha)

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

(A.W.Lodha)

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA CROWN BUILDMART PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

(A.W.Lodha)

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA DEVELOPERS PRIVATE LIMITED.

ट न न - ४	
दस्त क्रमांक	८४३ /२०१०
CO / TOC	

A K G P R J

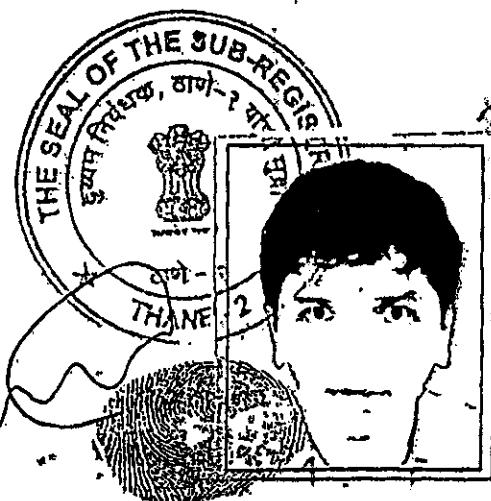
SIGNED SEALED AND DELIVERED  
BY and withinname  
M/S. VIVEK ENTERPRISES  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
In the presence of ....

A. Lodha

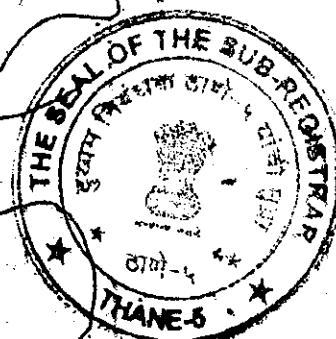
SIGNED SEALED AND DELIVERED  
BY and withinname  
M/S. SHREE SAINATH ENTERPRISES  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
In the presence of ....

B. Lodha

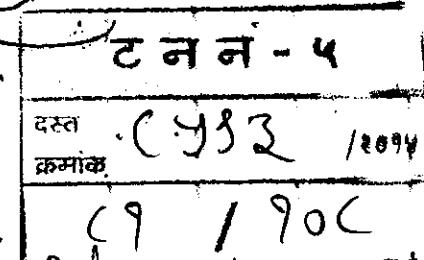
SIGNED SEALED AND DELIVERED  
BY and withinname  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.  
By and through their one of the Director  
Mr. ABHISHECK LODHA  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withinname  
LODHA DWELLERS' PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhishek Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withinname  
LODHA QUALITY BUILD MART PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhishek Lodha  
Pursuant to the resolution of the Board.



By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

(A.W. Lodha)

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA PRIME BUILD FARMS PRIVATE LIMITED  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

(A.W. Lodha)

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA BUILDERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

W

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

(A.W. Lodha)

THE SEAL OF THE SUB  
SIGNED SEALED AND DELIVERED  
BY and withnnamed  
M/S. LODHA GROUP OF COMPANIES  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
In the presence of ....

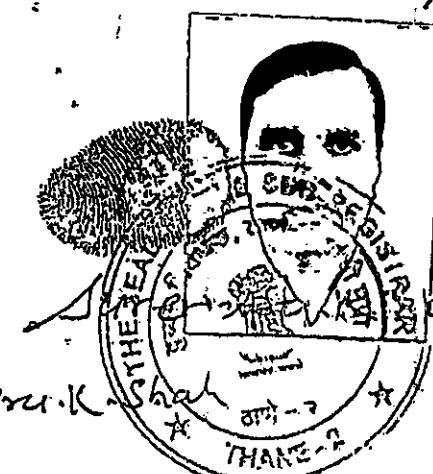
(A.W. Lodha)

टन नं - ५	
दस्त	CY93 /2094
क्रमांक	
(2 / 90C)	

W  
K  
R  
J  
B  
G  
A

Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

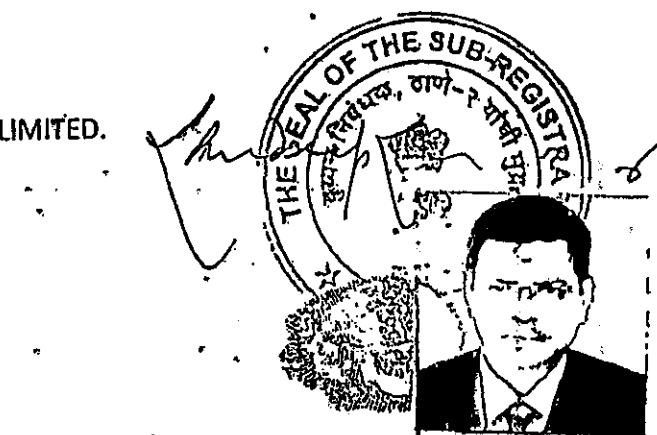
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
GALAXY PREMISES PRIVATE LIMITED  
By and through their one of the Director  
Mr. SURENDRA. K. SHAH  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....



*Surendra.K.Shah*



SIGNED SEALED AND DELIVERED  
BY and withnnamed  
SANTHNAGAR ENTERPRISES LTD  
By and through their one of the Director  
Mr. SURENDRA. K. SHAH  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

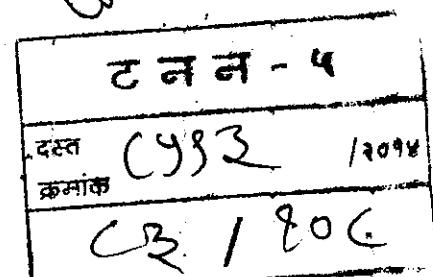


*Surendra.K.Shah*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withnnamed  
SIMTOQLS PRIVATE LIMITED.,  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*Sandeep*

SIGNED SEALED AND DELIVERED.  
BY and withinnamed  
SHREENIWAS COTTON MILLS LTDLIMITED  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

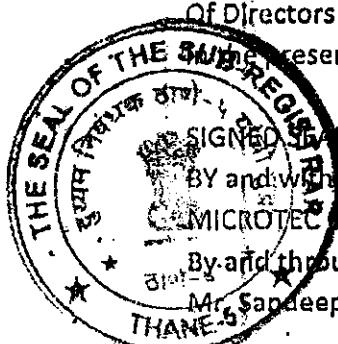
*Sandeep*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
LODHA PINNACLE BUILD TECH PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

*Sandeep*

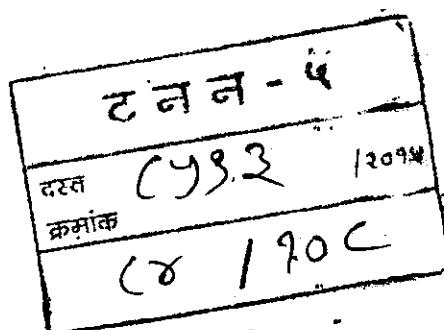
SIGNED SEALED AND DELIVERED  
BY and withnnamed  
MAHAVIR BUILD ESTATE PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

*Sandeep*



SIGNED SEALED AND DELIVERED  
BY and withnnamed  
MICROTEC CONSTRUCTION PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Saxena.  
THANE 5

*Sandeep*



*Sh*

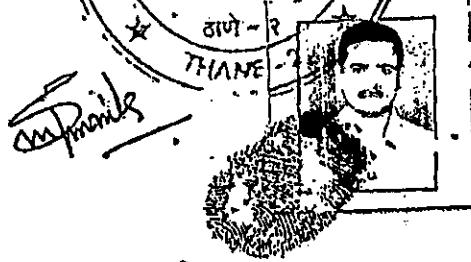
*Sh* *Sh*

Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

SIGNED SEALED AND DELIVERED  
BY and withinnamed:  
M/S. PRANIK LANDMARK ASSOCIATES  
By and through their one of the Partner  
Mr. Sandeep Saxena  
In the presence of ....



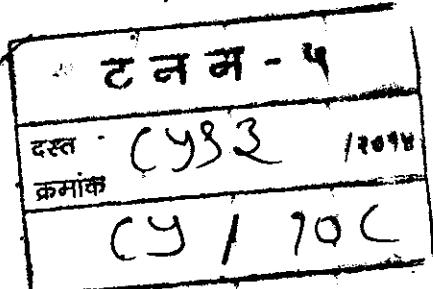
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA LAND DEVELOPERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withnnamed  
ARIHANT PREMISES PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

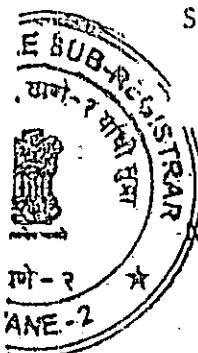
*Mr. Mangesh Puranik*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
LODHA NOVEL BUILD FARMS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



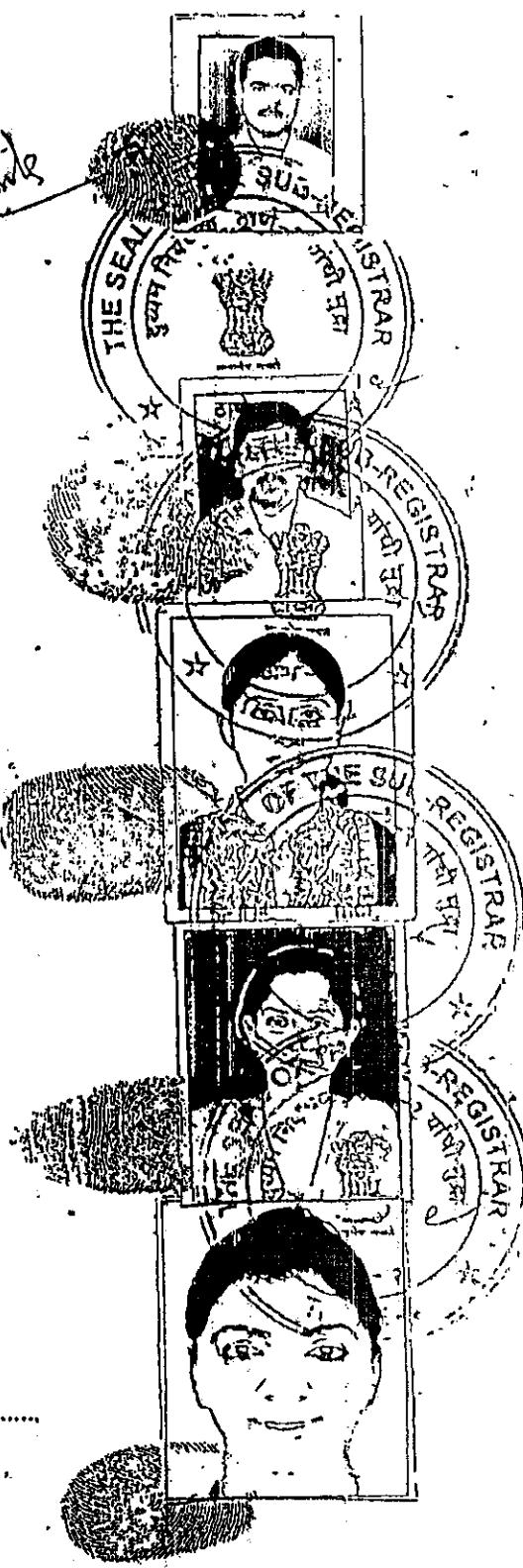
SIGNED SEALED AND DELIVERED  
BY and witnessnamed  
NATIONAL STANDARD INDIA LIMITED  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

SHRI SURENDRA NAIR



*Shri Surendra Nair*

MRS. MARISHA SUTARI - *M. Sutari*



MRS. RUTUJA OAK - *R. Oak*

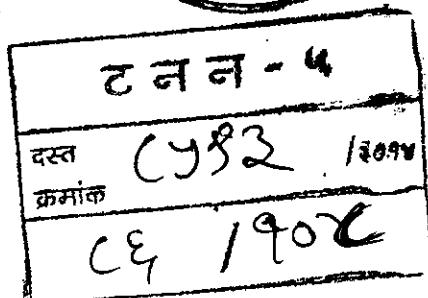
MS. TEJAL ENGINEER

*Tejal Engineer*



Signature and Photograph of Constituted Attorney

Dated this Day of 2<sup>nd</sup> Dec 2010



*H. Sutari*  
*R. Oak*  
*Tejal*  
*CY 1902*

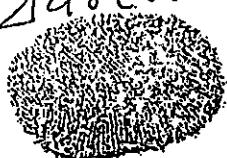
2) Dinesh



3) B. M. Patel



3) Sureshwar K. Shah



3) Kandarp

4)

Govindaraj



5)

G. J. Joshi



6) Mutari



7) Rah.



टनन - ५		
दस्त	CYB 3	1/2094
क्रमांक		
C 9 / 904		

WE,

MACROTECH CONSTRUCTION PRIVATE LIMITED.  
LODHA DEVELOPERS PRIVATE LIMITED.  
LODHA LAND DEVELOPERS PRIVATE LIMITED.  
LODHA ESTATE PRIVATE LIMITED.  
LODHA CONSTRUCTION PRIVATE LIMITED.  
LODHA BUILDERS PRIVATE LIMITED.  
ARIHANT PREMISES PRIVATE LIMITED.  
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.  
LODHA HOME DEVELOPERS PRIVATE LIMITED.  
SIMTOOLS PRIVATE LIMITED.  
LODHA BUILDCON PRIVATE LIMITED.  
LODHA NOVEL BUILD FARMS PRIVATE LIMITED.  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED.  
LODHA CROWN BUILD MART PRIVATE LIMITED.  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.  
SHREENIWAS COTTON MILLS LTD.  
LODHA DEVELOPERS LIMITED.  
LODHA DWELLERS PRIVATE LIMITED.  
LODHA PINNACLE BUILD TECH PRIVATE LIMITED.  
GALAXY PREMISES PRIVATE LIMITED.  
MAHAVIR BUILD ESTATE PRIVATE LIMITED.  
MICROTEC CONSTRUCTION PRIVATE LIMITED.  
NATIONAL STANDARD INDIA LIMITED.  
SANTHNAGAR ENTERPRISES LIMITED.  
LODHA QUALITY BUILD MART PRIVATE LIMITED.  
LODHA PRIME BUILD FARMS PRIVATE LIMITED  
M/S. LODHA GROUP OF COMPANIES  
M/S. VIVEK ENTERPRISES  
M/S. SHREE SAINATH ENTERPRISES  
M/S. PRANIK LANDMARK ASSOCIATES



ट न न - ५

दस्त	CY32	12098
क्रमांक		
CC	190C	

९)



७८८/२०९०

महाराष्ट्र भूकंप अधिकार परा. आज दि. २३/१२/२०९०

१) मात्राकोटि कान्तिकालान स्थानी तफ डायरेक्टर व इन्स्पे  
क्टर अभिभवन लोड सजानु विष्णुवंशी२) का पदभावनी विकल्पक स्थानी व इन्स्पे तफ डायरेक्टर  
अभिभवक लोड सजानु विष्णुवंशी३) गैलक्सी एम्बायरेस स्थानी व इन्स्पे तफ डायरेक्टर  
की लोड के स्थान सजानु विष्णुवंशी४) लोड प्रॉपर्टी डेवलपमेंट हानी व इन्स्पे तफ डायरेक्टर  
की व्होश पुराणी कान्तिक सजानु विष्णुवंशी५) लोड लोड डेवलपमेंट हानी व इन्स्पे तफ डायरेक्टर  
की व्होश पुराणी कान्तिक सजानु विष्णुवंशी

६) कीमि शरीशा हुतारी लोड सजानु विष्णुवंशी

७) कीमि कान्तुजा लोड सजानु विष्णुवंशी

८) कीमि लोकन लोडीनी लोड सजानु विष्णुवंशी

समस्त सही कान्ति दिल्ली व व्यांकना लोड की दिल्ली

९) कीमि पंडी के सरकर सजानु विष्णुवंशी

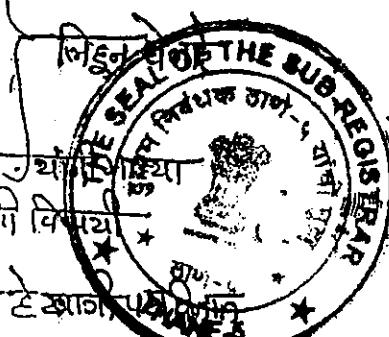
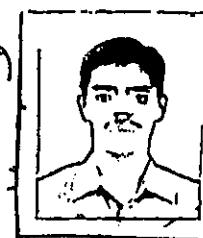
१०) कीमि शाहाल लोडकर सजानु विष्णुवंशी

ठेगुकांक ८८८/२०९० रुगाविण ३०० - गुड्डो ३०० - वुण्डक ३००

टनन - ५
दस्त CY ३३ / २०९०
क्रमांक CS / ९०८



D.P. Kavark



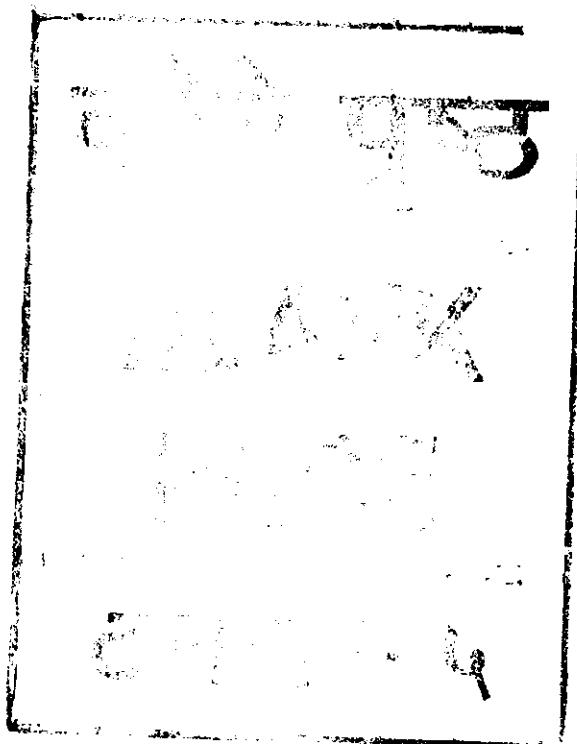
Kavark

सह दुर्घट निवारक ठाणे क्र २

टिप्पी: महाराष्ट्र भूकंप अधिकारी ने दूर्घट पाने वाला  
ह्याएँ टवाडा आइ नाही

सह दुर्घट निवारक ठाणे क्र २





टन न - ५	
दस्ता क्रमांक	८४३ /२०१४
८० १९०८	

(क्रि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसं. ११३. मई.  
Gen 113 me.

गूळ प्रत  
ORIGINAL COPY

[अहसांतरणीय]  
[NON TRANSFERABLE]

भुवर्षा (परामित) ७०  
भुक्ति ००

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

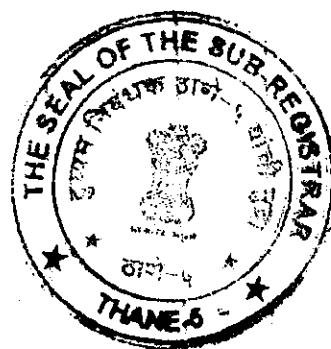
ठिकाण/Place..... ६१०२ दिनांक/Date.... २३/१२/७०..... ।  
..... यांच्याकडून/

Received from..... श्री/माझे रुपये ७०..... ०१.२.५  
रु./Rs..... ७००. (रुपये/Rupees..... ७००. ११२.५.००)

on account of..... यांकरिता मिळाले.

खेदपाल या लेखापाल  
Cashier or Accountant.

संह. दुष्यन्त (पदान्वय/Designation) क्र. २



ट न अ - ५	
दस्त क्रमांक	८४३ / २०९४
३१ / ९०८	

For HDFC BANK LTD. H.D.F.C. Bank Legal  
Department, Kamala Mills Compound,  
Lower Parel, Mumbai - 400 011  
Authorised Signatory D-513

**HDFC BANK LTD.**

**PART III**

For the Customer

**ACKNOWLEDGEMENT**

Serial No.: 310732

16340

Received From SURENDRA NAIK

Starting Amount : 51/-

Charges : 10/-

Total : 51/-

Via P/O No. / Cash / Transfer - Cheque - Cash

Drawn on

or Cash towards franking of document

Signature / Stamps of Bank



Signature of Customer : *Rajneesh*  
I confirm that I have checked the value franked and the  
bank is not liable for anything related to the document.

भारत 76340

Special  
महाराष्ट्र  
संघराजा

To all to whom this presents shall come; we Mr. SURENDRA NAIK, MRS. MARISHA SUTARI (MRS. RUTUJA OAK and MS. TEJAL ENGINEER) of Mumbai, Indian Inhabitant and Power of Attorney Holders of MACROTECH CONSTRUCTION PRIVATE LIMITED. (2) LODHA LAND DEVELOPERS PRIVATE LIMITED. (3) LODHA ESTATE PRIVATE LIMITED. (4) LODHA CONSTRUCTION PRIVATE LIMITED. (5) LODHA BUILDERS PRIVATE LIMITED. (6) ARVANT PREMISES PRIVATE LIMITED (7) LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED. (8) LODHA HOME DEVELOPERS PRIVATE LIMITED. (9) SIMTOOLS PRIVATE LIMITED. (10) LODHA BUILDCON PRIVATE LIMITED. (11) LODHA NOVEL BUILD FARMS PRIVATE LIMITED. (12) MAA PADMAVATI BUILDTECH PRIVATE LIMITED. (13) LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED. (14) COWTOWN LAND DEVELOPMENT PRIVATE LIMITED. (15) LODHA CROWN BUILD MART PRIVATE LIMITED. (16) LODHA DWELLERS PRIVATE LIMITED. (17) LODHA IMPRESSIONS ESTATE PRIVATE LIMITED. (18) LODHA DEVELOPERS LIMITED. (19) LODHA PINNACLE BUILD TECH PRIVATE LIMITED. (20) GALAXY PREMISES PRIVATE LIMITED. (21) MAHAVIR BUILD ESTATE PRIVATE LIMITED. (22) MICROTECH CONSTRUCTION PRIVATE LIMITED. (23) SHREENIWAS COTTON MILLS LTD. (24) NATIONAL STANDARD INDIA LIMITED. (25) SANTHNAGAR ENTERPRISES LIMITED. (26) LODHA QUALITY BUILD FARMS PRIVATE LIMITED. (27) LODHA DEVELOPERS PRIVATE LIMITED. (28) LODHA PRIME BUILD FARMS PRIVATE LIMITED all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 (hereinafter referred to for the sake of brevity collectively to as "the said Companies") and 1) M/S. LODHA GROUP OF COMPANIES, 2) M/S. VIVEK ENTERPRISES, 3) M/S. SHREE SAINATH ENTERPRISES, 4) M/S PRANIK LANDMARK ASSOCIATES, All of the Partnership Firms registered under the Partnership Act, 1932 and having its principal office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai - 400 011 (hereinafter referred to as "the said Firms")

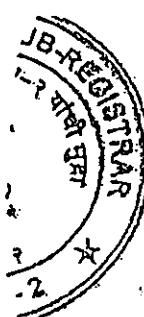


15-1-83  
Rah

ट ल न - ५	
दस्त क्रमांक	CY83 12098
32 / 90C	

3. To do all or any other acts, deeds, matter and things for the purpose of effectually getting the said Agreements for Sale of Flats/Shops/Bunglows and such other premises registered with Sub-Registrar of Assurance at Mumbai and for all States of Maharashtra.
4. This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and/or the aforesaid constituted attorneys remain in employment in one of the group Companies/Firms and / or I ceased to be constituted attorney holder of the said Companies and said Firms.
5. AND we hereby agree to ratify and confirm in capacity as Power of Attorney Holders of the said Companies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF WE Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEJAL ENGINEER, Constituted Attorney holders of the said Companies and said Firms have put my hands to these presents on \_\_\_\_\_



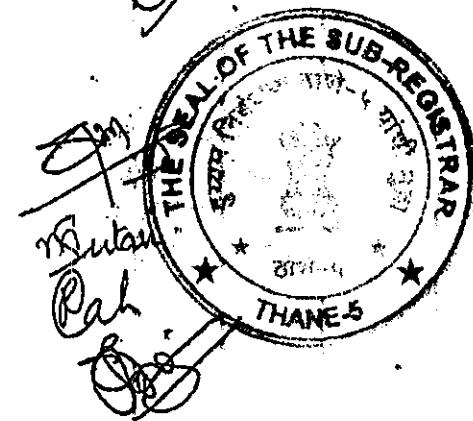
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MACROTECH CONSTRUCTION PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Shri S.  
Sutari  
Rah  
Sutari*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
MICROTEC CONSTRUCTION PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Shri S.  
Sutari  
Rah  
Sutari*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
LODHA DEVELOPERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withnnamed

ट ल न - ५	
दस्त क्रमांक	८४३२, १९९८
८३/१०८	

SEND GREETINGS

WHEREAS:

- (a) The Companies and Firms are engaged in the business of Real Estate and Property Development and in the course of its said business the said Companies and said Firms Are constructing various buildings and selling Residential Flats/ Shops /Bungalows in the said Buildings and for that purpose the said Companies and said Firms are entering into Agreements for Sale with prospective Purchasers.
- (b) We authorized vide Power of Attorney dated \_\_\_\_\_, to sign Agreements for Sale Of Residential Flats/ Shops /Bungalows and such other premises as constituted attorney Holder of said Companies and said Firms and exercise powers and authorities for an on behalf of the Said Companies and said Firms.

(c)

In order to facilitate the registration before the office of Sub-Registrar of Mumbai and all other States of Maharashtra and for admitting the execution of the said Agreement for Sale, we therefore Desirous of appointing Mr. Pandhari Kesarkar, Mr. Rahul Wandekar, Mr. Ramesh Rawal, Mr. Pramod Kamble and Mr. Anil Palande the Attorney to act on Our behalf in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, Mr. SURENDRA NAIK, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER of Mumbai, Indian Inhabitant and in my capacity as Power of Attorney for the said Companies and said Firms doth hereby nominate, constitute and appoint (1) MR. PANDHARI KESARKAR of Mumbai, Indian Inhabitant, Residing at Gafurkhan Chawl, Room No. 101, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai 400 070, (2) MR. RAHUL WANDEKAR of Mumbai, Indian Inhabitant, residing at Room No. 7, Athawale Building, Chitale Path, Bhule Shankar Road, Dadar (West), Mumbai 400 028, (3) Mr. Ramesh Rawal Residing of Mumbai, Indian Inhabitant, Residing at Hanuman Nagar, Pragati Rahivasi Sewa Sangh, Room No. 4, Motilal Road, G.I.G.Road, Goregaon (West), Mumbai 400 090 (4) Mr. Pramod Kamble of Mumbai, Indian Inhabitant, Residing at B/15, Mata Ramabai Ambedkar Nagar, Dr. E. Moses Road, Worli, Mumbai 400 012 and (5) Mr. Anil Palande of Mumbai, Indian Inhabitant, Residing at A - 202, Chandresh Enclave, D. Nagar, Achole Road, Nallasopara ( East ), to by my true and lawful substituted Attorneys (hereinafter referred to as "the said Attorneys") individually and severally to do all or any of the following acts, deeds, matters and things for the said Companies and said Firms and in the name and on behalf of the said Companies and said Firms that is to say:

1. To pledge for registration in various Agreements for sale of Flats/ Shops /Bungalows executed by US and our with Sub-Registrar of Assurances at Mumbai and all other States of Maharashtra and to execute thereof on Our behalf for the said Companies and said Firms by any one of them.
2. We hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution of agreements for sale of Flats/ Shops /Bungalows and such other premises on behalf of the said Companies and said Firms before the said Sub Registrar of assurances.

2027-4

दस्त	C532	12098
क्रमांक		
88 / 90C		

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA HOME DEVELOPERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA NARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Oak*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
SIMTOOLS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA NARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Oak*

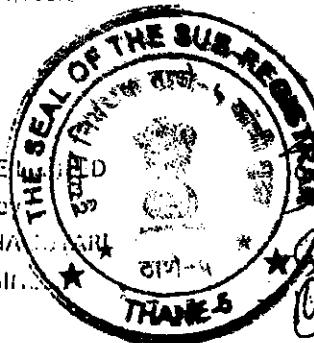
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA BUILDCON PRIVATE LIMITED,  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA NARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Oak*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA NOVEL BUILD FARMS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA NARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Oak*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA NARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....



*Sutari*  
*Oak*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA NARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Oak*

ट न न - ५	
दस्त	CY33
क्रमांक	12098
34 / 90C	

LODHA LAND DEVELOPERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Rah*

SIGNED SEALED AND DELIVERED  
BY and within named  
LODHA ESTATE PRIVATE LIMITED.  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER.  
In the presence of .....

*Sutari*  
*Rah*

SIGNED SEALED AND DELIVERED  
BY and within named  
LODHA CONSTRUCTION PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Rah*

SIGNED SEALED AND DELIVERED  
BY and within named  
LODHA BUILDERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER.  
In the presence of .....

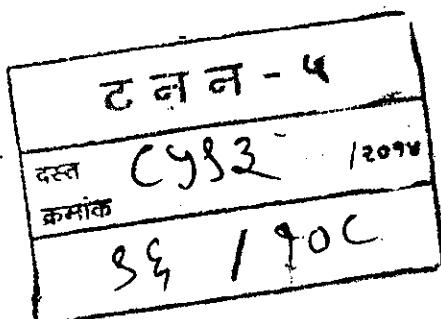
*Sutari*  
*Rah*

SIGNED SEALED AND DELIVERED  
BY and within named  
ARIHANT PREMISES PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Rah*

SIGNED SEALED AND DELIVERED  
BY and within named  
LODHA PROPERTY DEVELOPMENT PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI,  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*Sutari*  
*Rah*



LODHA DEVELOPERS LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of....

~~Om~~  
~~Rutuji~~  
~~Ch.~~

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA PINNACLE BUILD TECH PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of....

~~Om~~  
~~Rutuji~~  
~~Ch.~~

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
GALAXY PREMISES PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of....

~~Om~~  
~~Rutuji~~  
~~Ch.~~

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MAHAVIR BUILD ESTATE PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of....

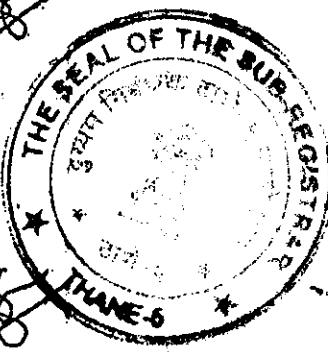
~~Om~~  
~~Rutuji~~  
~~Ch.~~

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
NATIONAL STANDARD INDIA LTD  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of....

~~Om~~  
~~Rutuji~~  
~~Ch.~~

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
SANTHNAGAR ENTERPRISES LTD  
By and through Its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of....

~~Om~~  
~~Rutuji~~  
~~Ch.~~



ट न न - ५	
दस्त	८४३ / १०९८
कामाक	
३० / ७०८	

SIGNED SEALED AND DELIVERED  
BY and withInnamed  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*(Signature)*  
Sutari  
Oak

SIGNED SEALED AND DELIVERED  
BY and withInnamed  
LODHA CROWN BUILD MART PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*(Signature)*  
Sutari  
Oak

SIGNED SEALED AND DELIVERED  
BY and withInnamed  
LODHA DWELLERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*(Signature)*  
Sutari  
Oak

SIGNED SEALED AND DELIVERED  
BY and withInnamed  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*(Signature)*  
Sutari  
Oak

SIGNED SEALED AND DELIVERED  
BY and withInnamed  
SHIVSHIWAS COTTON MILLS LTD.,  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*(Signature)*  
Sutari  
Oak

SIGNED SEALED AND DELIVERED  
BY and withInnamed

ट न न - ५	
दस्त	CJ93
क्रमांक	12094
SC / 90C	

SIGNED SEALED AND DELIVERED  
BY and within named  
M/S. PRANIK LANDMARK ASSOCIATES  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SU TARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of...

Mr. SURENDRAN NAIR, MRS. MARISHA SU TARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

Signature and Photograph of Constituted Attorney

Dated this Day of \_\_\_\_\_

1. PANDHARI KESARKAR - *P.R. Kesarkar*

2. RAHUL WANDEKAR *Rahul*

3. RAMESH RAWAL *Ramesh*

4. PRAMOD KAMBLE *Pramod*

5. ANIL PALANDE *Anil Palande*

witnesses

1) *Par (P. Pawar)*

2) *Girish (S. More)*

ट न न - ५

दस्त  
क्रमांक

CY83

1207A

88 / 90C

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA QUALITY BUILD MART PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRA NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*Dpm*  
*msutari*  
*Oak*

SIGNED SEALED AND DILIVERED  
BY and withnnamed  
LODHA PRIME BUILD FARMS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRA NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*Dpm*  
*msutari*  
*Oak*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
M/S. LODHA GROUP OF COMPANIES  
By and through its Constituted Attorney  
Mr. SURENDRA NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*Dpm*  
*msutari*  
*Oak*

SIGNED SEALED AND DELIVERED  
BY and withnnamed  
M/S. VIVEK ENTERPRISES  
By and through its Constituted Attorney  
Mr. SURENDRA NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*Dpm*  
*msutari*  
*Oak*

SIGNED SEALED AND DILIVERD  
BY and withnnamed  
THE SEAL OF THE SHRI SAI BABA ENTERPRISES  
By and through its Constituted Attorney  
Mr. SURENDRA NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*Dpm*  
*msutari*  
*Oak*

ट ल न - ५

दस्त	CYB3	12098
क्रमांक		
900 / 90C		

Power of attorney holder of -

MACROTECH CONSTRUCTION PRIVATE LIMITED.  
LODHA DEVELOPERS PRIVATE LIMITED.  
LODHA LAND DEVELOPERS PRIVATE LIMITED.  
LODHA ESTATE PRIVATE LIMITED.  
LODHA CONSTRUCTION PRIVATE LIMITED.  
LODHA BUILDERS PRIVATE LIMITED.  
ARIHANT PREMISES PRIVATE LIMITED.  
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.  
LODHA HOME DEVELOPERS PRIVATE LIMITED.  
SIMTOOLS PRIVATE LIMITED.  
LODHA BUILDCON PRIVATE LIMITED.  
LODHA NOVEL BUILDFARMS PRIVATE LIMITED.  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED.  
LODHA CROWN BUILDMART PRIVATE LIMITED.  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.  
SHREENIWAS COTTON MILLS LTD.  
LODHA DEVELOPERS LIMITED.  
LODHA DWELLERS PRIVATE LIMITED.  
LODHA PINNACLE BUILD TECH PRIVATE LIMITED.  
GALAXY PREMISES PRIVATE LIMITED.  
MAHAVIR BUILD ESTATE PRIVATE LIMITED.  
MICROTEC CONSTRUCTION PRIVATE LIMITED.  
NATIONAL STANDARD INDIA LIMITED.  
SANTHNAGAR ENTERPRISES LIMITED.  
LODHA QUALITY BUILDMART PRIVATE LIMITED.  
LODHA PRIME BUILD FARM PRIVATE LIMITED.  
M/S. LODHA GROUP OF COMPANIES (now known LODHA PALAZZO)  
M/S. VIVEK ENTERPRISES  
M/S. SHREE SAINATH ENTERPRISES  
M/S. PRANIK LANDMARK ASSOCIATES



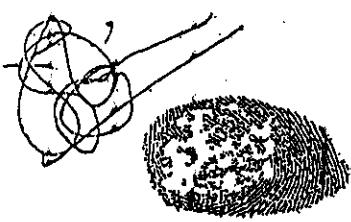
ट. नं. ५	
दस्त	८४३
क्रमांक	१०९४
७०९/७०८	

2)

2) S. J. Gutari



3) Rah.



P. R. Kerkar



6)



7)



7)



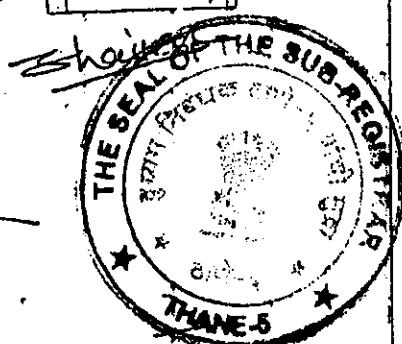
टलन - ५	
दस्ता क्रमांक	CY53 / १०९८
902 / 90C	

e) Lorlaante

649 | 2090

सदर मुख्यारपत्र आ॒ दि॒ 28 1921 2090 बजा

- १) भे. स्पॉलिक अ० नियुक्ति लाभ  
 राजीव मुर्मुद्वा नायर संजान वी० चुनिवा  
 २) क्षेत्रीय भरतीया शुलारी व्याहार राजीव बुद्धि  
 ३) क्षेत्रीय इताज्ञा अमोल संजान वी० चुनिवा  
 ४) चुनिवा नेजान दोलीभार संजान वी० चुनिवा  
 व्याहार वी० चुनिवा वी० चुनिवा  
 ५) क्षेत्रीय पंडिती कसरकर संजान वी० चुनिवा  
 ६) क्षेत्रीय वडेकर संजान वी० चुनिवा  
 ७) क्षेत्रीय चांदी रावण संजान वी० चुनिवा  
 ८) क्षेत्रीय चांदी चांदी रावण संजान वी० चुनिवा  
 ९) क्षेत्रीय चांदी चांदी रावण संजान वी० चुनिवा  
 १०) क्षेत्रीय चांदी चांदी रावण संजान वी० चुनिवा  
 एवं ५ विद्युत इन्डिया वार्षिक  
 समग्र राजीव कर्तव्य विषया व्याहार वी० चुनिवा  
 विषयी चांदी चांदी रावण संजान वी० चुनिवा  
 १२) क्षेत्रीय चांदी चांदी रावण संजान वी० चुनिवा  
 पर्याप्तिवाल  
 अनुच्छेद १०९। २०७७ व्याहार  
 १३) क्षेत्रीय चांदी चांदी रावण संजान वी० चुनिवा



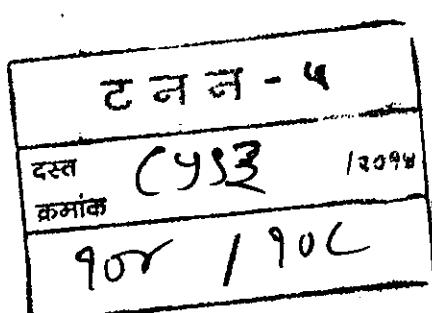
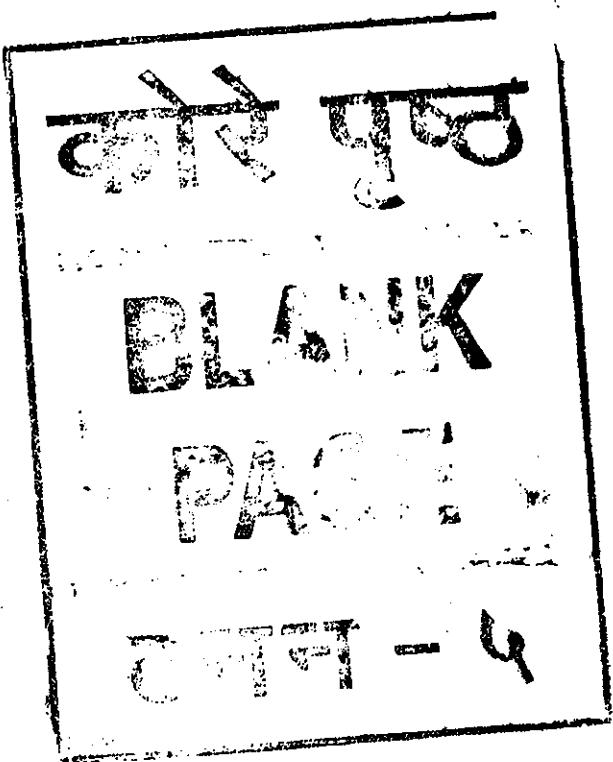
राह दृश्य

## ठापो क्र ३

ટ ન ન - ૫

दस्त  
क्रमांक CY 33 1/2098  
वाणे अंडू 1/90 C





आयकर विभाग

INCOME TAX DEPARTMENT

VIVEK ASHOK YELVE

ASHOK BALARAM YELVE

25/06/1992

Permanent Account Number  
ACCT NO. 17992

Signature

भारत सरकार  
GOVT. OF INDIA



THE UNION OF INDIA  
MAHARASHTRA STATE MOTOR DRIVING LICENCE  
DL No. MH04 20070016926 DOB: 22-11-2007

Valid Till: 21-11-2027 (NT) AED: 09-08-2010  
AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA

COV DOI  
MCWG 22-11-2007  
LMV 07-08-2010

FORM 7  
RULE 16 (2)

DOB: 05-12-1983 BG: O+

Name: SUDESH S DUDUSKAR  
S/DW of SURESH C DUDUSKAR  
Add: N.M.N. SOC. 8/B/16, KALWA,  
THANE (W).

PIN: 400606  
Signature & ID of  
ISSuing Authority: MH04 2010415

*S. D. Duduskar*  
Signature/Thumb  
Impression of Holder



12/05/1992

Permanent Account Number

AAACT17992

प्रारंभ संख्या /PERMANENT ACCOUNT NUMBER  
AFHPM9830Q

नाम /NAME  
PRASHANT JAGDISH MIRANI

पिता का नाम /FATHER'S NAME  
JAGDISH TULSIDAS MIRANI

जन्म तिथि /DATE OF BIRTH

30-03-1972

हस्ताक्षर /SIGNATURE

मानव संसाधन (कंप्यूटर ऑपरेशन)  
Commissioner of Income-tax/Computer Operations



टन न - ५	
दस्त	CY83 / १०९८
क्रमांक	709 / 90C

335/8593

मंगळवार, 02 सप्टेंबर 2014 7:00 म.न.

दस्त गोषवारा भाग-1

टनन5

906/90 C

दस्त क्रमांक: 8593/2014

दस्त क्रमांक: टनन5 /8593/2014

बाजार मुल्य: रु. 3,30,01,668/- मोबदला: रु. 55,00,278/-

भरलेले मुद्रांक शुल्क: रु. 9,92,000/-

द. नि. सह. द. नि. टनन5 यांचे कार्यालयात

अ. क्र. 8593 वर दि. 02-09-2014

रोजी 6:53 म.न. वा. हजर केला.

पावती: 10656

पावती/दिनांक: 02/09/2014

सादरकरणाराचे नाव: लोधा एलीवेशन बिल्डकॉन प्रा ली तर्फे  
कु मु सुरेन्द्रण नायर तर्फे कु मु पंढरीनाथ केसरकर

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 2160.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 108

एकुण: 3,180.00

*P.R.Karw*  
दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar, Thane 5

*P.R.Karw*  
Joint Sub Registrar, Thane 5

दस्ताचा प्रकार: 36-अ-लिंग अंड लायसन्सेस

मुद्रांक शुल्क: Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-refundable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state.

शिक्का क्र. 1 02 / 09 / 2014 06 : 53 : 22 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 02 / 09 / 2014 06 : 54 : 27 PM ची वेळ: (फी)





दस्त गोषवारा भाग-2

02/09/2014 7 07:46 PM

टनन5 906/907

दस्त क्रमांक:8593/2014

दस्त क्रमांक :टनन5/8593/2014

दस्ताचा प्रकार :-36-अ-लिव्ह अॅड लायसन्सेस

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

- 1 नाव:लोधा एलीदेशन बिल्डकॉर्न प्रा ली तर्फे कु मु सुरेन्द्रण नायर तर्फे कु मु पंढरीनाथ केसरकर पत्ता:प्लॉट नं: 216, माळा नं: -, इमारतीचे नाव: शाह स्वाक्षरी:- एन्ड नाहर इंडस्ट्रीअल इस्टेट, ब्लॉक नं: डॉ ए मोसेस रोड वरळी मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI पैन नंबर:AABCL2917M

लायसेन्सार  
वय :42

- 2 नाव:सीमटून्स प्रा ली तर्फे कु मु सुरेन्द्रण नायर तर्फे कु लायसेन्सार मु पंढरीनाथ केसरकर पत्ता:प्लॉट नं: 216, माळा नं: -, इमारतीचे नाव: शाह स्वाक्षरी:- एन्ड नाहर इंडस्ट्रीअल इस्टेट, ब्लॉक नं: डॉ ए मोसेस रोड वरळी मुंबई, रोड नं: -, महाराष्ट्र, मुंबई. पैन नंबर:AAECS1757M

वय :42



- 3 नाव:विल्स प्रोसेसिंग सर्विसेस इंडिया प्रा ली - तर्फे संचालक प्रशांत मिरानी पत्ता:प्लॉट नं: 6 , माळा नं: -, इमारतीचे स्वाक्षरी:- नाव: गोदरेज एन्ड बॉयस मॅन्युफॅचरिंग कंपनी कंपाऊंड, ब्लॉक नं: एल बी एस मार्ग विक्रोली प मुंबई , रोड नं: -, महाराष्ट्र, मुंबई. पैन नंबर:AAACT1796R

लायसेन्सी  
वय :42

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिव्ह अॅड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:02 / 09 / 2014 06 : 56 : 48 PM

ओळखः-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

छायाचित्र

अंगठ्याचा ठसा

- 1 नाव:- हर्षद आहेर  
वय:30

  
स्वाक्षरी


- पत्ता:वरीलप्रमाणे  
पिन कोड:400602

- 2 नाव:विवेक येलवे - -  
वय:23  
पत्ता:टेभीनाका ठाणे

स्वाक्षरी



पिन कोड:400601



शिक्का क्र.4 ची वेळ:02 / 09 / 2014 06 : 57 : 30 PM

शिक्का क्र.5 ची वेळ:02 / 09 / 2014 06 : 58 : 26 PM नोंदणी पुस्तक १ संस्थापन निवायक, ठाणे-५ (वर्ग-१)

Joint Sub Registrar, Thane 5

अमाणित करण्यात येते की खाली दस्तावेज  
एकूण... १०८ पाने आहेत.

पुस्तक क्र. १

क्रमांक ८४८ वर नोंदला.

संस्थापन निवायक, ठाणे-५ (वर्ग-१)  
दिनांक ०२ माहे ०६ सन २०१४

#### EPayment Details.

sr.	Epayment Number
1	MH002614659201415M
2	MH002614799201415M

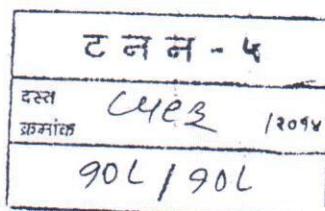
Defacement Number
0001592019201415
0001592020201415

8593 /2014

#### Know Your Rights as Registrants

- Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
- Get print and Mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at [feedback.isarita@gmail.com](mailto:feedback.isarita@gmail.com)



CERTIFIED TRUE COPY  
For Lodha Elevation Buildcon Pvt. Ltd.

Directors/Authorised Signatory



iSarita v1.3.0

### Anneexure 'B'

**LODHA**  
BUILDING A BETTER LIFE

BUILDING A BETTER LIFE

Date: 2nd September 2014

To  
Willis Processing Services (India) Pvt. Ltd,  
Plant No. 6, Godrej & Boyce Mfg. Co. Compound,  
L.B.S. Marg, Vikhroli (West),  
Mumbai- 400 079.

Dear Sir,

Sub: Leave and License Agreement executed between Lodha Elevation Buildcon Private Limited ("LEBPL"), Simtools Private Limited ("SIMTOOLS") and Willis Processing Services (India) Pvt. Ltd ("Willis") with respect to IT/ITES Unit on full 7<sup>th</sup> floor in Wing- A & B situated at I-Think Techno Campus, Off Pokhran Road No. 2, Behind TCS, Off to Eastern Express Highway, Thane (West) - 400 607 ("Unit") together with 110 car parks. ("Car Parks").

1. We refer to the Leave and License Agreement dated 2<sup>nd</sup> September 2014 registered with Registrar of Sub-Assurances on 2<sup>nd</sup> September 2014 bearing registration number Thane 5/8593/2014 ("Leave and License Agreement"). In terms of the above Leave and License Agreement, we have granted you a non-transferable, non-assignable and non heritable license to use the said Unit and Car Parks for a period of 60 (Sixty) months commencing from the date of execution of the Leave and License Agreement ("Term 1") subject to the terms and condition stated therein.
  2. As mutually agreed, the term of the License shall be further extendable by a further term of 60 (Sixty) months ("Term 2"). Willis shall have an option to renew the Leave and License Agreement by giving 3 (three) months advance notice in writing prior to the expiry of the Term 1 and upon exercise of such renewal option, LEBPL and SIMTOOLS shall execute and register the renewed Leave and License Agreement, at the cost and expenses of Willis.
  3. The renewed Leave and License Agreement for Term 2 shall be on the same terms and conditions set out in the captioned Leave and License Agreement except that there shall be no lock in period applicable to Willis during Term 2. However, the

Licensee Fees shall be escalated by 15 % after every 3 years as set out in the Schedule enclosed herewith. This Schedule shall form an integral part of the Leave and License Agreement and the said Leave and License Agreement shall be read and construed in conjunction with this letter.

4. The interest free, adjustable, refundable security deposit for an amount of Rs. 3,30,01,668/- (Rupees Three Crore Thirty Lacs One thousand Six hundred and Sixty Eight Only) deposited as per the terms and conditions provided in the Leave and License Agreement with LEBPL shall remain deposited with LEBPL till the expiry of Term 2, on same terms and conditions as provided in the said Leave and License Agreement.
5. In the event any stamp duty and/or penalty are applicable on this letter including the schedule hereunder, shall be borne by Willis, only.

We have to request you to sign at the bottom of this letter as a token of confirmation of the above understanding arrived at and return the same to us for our record purpose.

Yours faithfully,

For Lodha Elevation Buildcon Private Limited,



Authorised Signatory

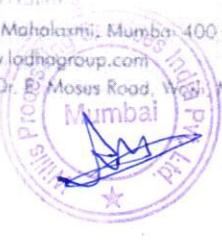
We confirm the above,



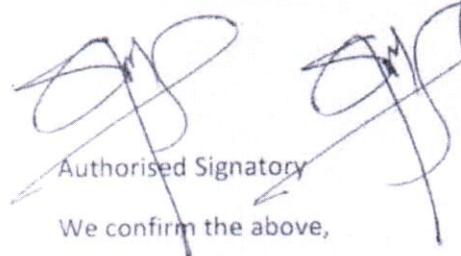
2

Corporate Office : Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.  
Tel : +91 22 2302 4400, Fax : +91 22 300 0693, [www.lodhagroup.com](http://www.lodhagroup.com)

Regional Office : 216, 1st Floor, Industrial Estate, Dr. D. M. Mehta Road, Worli, Mumbai 400 018.



For Simtools Pvt. Ltd.



Authorised Signatory  
We confirm the above,



For Willis Processing Services (India) Pvt. Ltd.



Authorised Signatory



### SCHEDULE

Term	License Fees (Per Month)	Period
First Three Years	Rs 55,00,278	2 <sup>nd</sup> September 2014 to 1 <sup>st</sup> September 2017
Second Three Years	Rs 63,25,320	2 <sup>nd</sup> September 2017 to 1 <sup>st</sup> September 2020
Third Three Years	Rs 72,74,118	2 <sup>nd</sup> September 2020 to 1 <sup>st</sup> September 2023
Tenth Year	Rs. 83,65,235	2 <sup>nd</sup> September 2023 to 1 <sup>st</sup> September 2024



RESIDENCES | OFFICES | IT CAMPUSES | INTEGRATED TOWNSHIPS

Corporate Office : Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

Regd. No. 21 72 2302 4400, F +91 22 2300 0693, www.lodhagroup.com  
216, Shantinagar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai 400 018.



## TRILOKESH CITY DEVELOPERS LLP

C-109 Hind Saurashtra, Industrial Estate, 85/86, M.V.Road, Marol Naka, Andheri (East) Mumbai 400 059

Certified True Copy of the resolution passed at the meeting of Designated Partners of TRILOKESH CITY DEVELOPERS LLP held on September 8th 2015. At the registered office of the LLP at C-109 Hind Saurashtra, Industrial Estate, 85/86, M.V.Road, Marol Naka, Andheri (East) Mumbai 400 059.

"Resolved that permission of the Designated Partners be and hereby given to purchase commercial property at 7th Floor of Wings A and B of i Think Techno Campus, Pokhran Road No. 2, Off Eastern Express Highway, Thane (West), 400607."

"Resolved further that permission of the Designated Partners be and hereby given to raising Debt for Financing Purchase of the above mentioned commercial property."

"Resolved further that permission of the Designated Partners be and hereby given to mortgage the above mentioned commercial property with Aditya Birla Finance Limited, raising Debt for Financing Purchase of the above mentioned commercial property."

"Resolved further that either Mrs. Pragna Kirti Kedia representing as Managing Trustee of JSK Private Trust or Mr. Kirti Kedia, Designated Partner of the Limited Liability Partnership are hereby authorized to sign, execute and submit such applications, requisite documents, writing and deeds, registration of the mortgage deed as may be deemed necessary or expedient to give effect to this resolution."

For and behalf of TRILOKESH CITY DEVELOPERS LLP

Designated Partner

Place: Mumbai



# Willis

Vikhroli	Thane - I	Thane - II
Telephone +91 22 2519 2000	+91 22 2172 6000	+91 22 6210 6600
+91 22 6642 2000	+91 22 6683 6000	+91 22 7112 6600
Fax +91 22 2518 8607	+91 22 2533 9105	+91 22 6210 6992

## TRUE COPY

True Copy of the Circular Resolution of the Board of Directors of Willis Processing Services (India) Private Limited (the “Company”).

The Board of Directors of the Company passed the following circular resolution on the 6<sup>th</sup> November 2015.

“RESOLVED THAT Mr. Prashant Mirani – Director & Company Secretary of the company be and hereby authorised to sign and execute the lease agreement with M/s. Trilokesh City Developers LLP, a limited liability partnership firm, M/s Lodha Elevation Buildcon Private Limited, a company incorporated under the Companies Act, 1956 & Simtools Private Limited, a company incorporated under the Companies Act, 1956, in relation to the lease property situated at 7th Floor (A wing & B wing), i-Think Techno Campus, off Pokhran Road No. 2, Behind TCS, Close to Eastern Express Highway, Village of Panchpakhadi, Registration Sub-registrar District of Thane (West) – 400 607.”

For Willis Processing Services (India) Private Limited



Prashant Mirani  
Director & Company Secretary

---

Willis Processing Services (India) Private Limited

Corporate Identity Number: U72300MH1992PTC066724

Registered Office : Plant No. 6, Godrej & Boyce Mfg. Co. compound, Pirojshanagar, L.B.S. Marg, Vikhroli (West), Mumbai - 400 079, India.

Thane - I Office : Akruti SMC, Unit No. 201, Junction of L.B.S. Marg & Pokhran Road No. 1, Thane - 400 601, Maharashtra, India.

Thane - II Office : i Think Techno Campus, 7th Floor, A & B Wing, Off Pokhran Road No. 2, Close to Eastern Express Highway, Thane (West) - 400 607, Maharashtra, India.

Website : [www.willis.co.in](http://www.willis.co.in)