



CHALLAN
MTR Form Number-6

GRN	MH003217650201516E	BARCODE			Date 28/08/2015-14:46:59	Form ID 55(A)(2)			
Department	Inspector General Of Registration		Payer Details						
Type of Payment	Non-Judicial Customer-Direct Payment		TAX ID (If Any)						
	Non-Judicial Customer-Direct Payment		PAN No. (If Applicable)						
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRA		Full Name	TRILOKESH CITY DEVELOPERS LLP					
Location	THANE								
Year	2015-2016 One Time		Flat/Block No.	7FIWing A -B i-Think Techno Campus					
				Premises/Building	Simtools PvtLtd				
0030046401	Sale of NonJudicial Stamp	500.00	Road/Street		off Pokhran Road No. 2				
			Area/Locality	Behind TCS, Thane (W)					
				Town/City/District					
			PIN		4	0	0	6	0
			Remarks (If Any)						
				PAN2=AACBC5769M~PN=ADITYA BIRLA FIN ANCE LTD~CA=					
Total		500.00	Amount In Words	Five Hundred Rupees Only					
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	REF No.	03006172015082800244		53147770		
Cheque/DD No			Date	28/08/2015-14:51:10					
Name of Bank			Bank-Branch	PUNJAB NATIONAL BANK					
Name of Branch			Scroll No. Date	Not Verified with Scroll					

Mobile No.: Not Available

This document forms part of the agreement to sell dated 23/9/2015 between Lodha Elevation Buildcon Private Limited and Simtools Private Limited and Trilokesh city Developers LLP and Voltas Limited.

For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner





AGREEMENT TO SELL



THIS AGREEMENT TO SELL is made at Thane this 23rd day of September, 2015

BETWEEN

LODHA ELEVATION BUILDCON PRIVATE LIMITED, CIN U45200MH2007PTC168707, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai – 400001, through the hands of its authorized signatory, Mr. Surendran Nair duly authorized in this regard vide Board resolution dated September 15, 2015, hereinafter referred to as "SELLER" (which expression shall unless contrary to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART

AND

SIMTOOLS PRIVATE LIMITED, CIN U99999MH1964PTC012859, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai – 400001, through the hands of its authorized signatory, Mr. Surendran Nair duly authorized in this regard vide Board resolution dated 15/09/2015, hereinafter referred to as "SIMTOOLS" (which expression shall unless contrary to the context or meaning thereof, mean and include its successors and assigns) of the SECOND PART

AND



TRILOKESH CITY DEVELOPERS LLP, LLPIN AAE-5663 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 **THIRD PART**

AND

VOLTAS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Voltas House 'A', Dr. Babasaheb Ambedkar Road, Chinchpokli, Mumbai – 400 033, through the hands of its Certified Attorney Simtools Private Limited duly authorized vide Power of Attorney dated 12th November 2007, hereinafter referred to as "**CONFIRMING PARTY**" (which expression shall unless contrary to the context or meaning thereof, mean and include its successors) of the **FOURTH PART**;

(The Seller, Simtools, the Purchaser and the Confirming Party are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**")

WHEREAS:-

- A. Simtools is the owner of and is seized and possessed of all that pieces and parcel of lands more particularly described in Firstly in the First Schedule hereunder written and is entitled to the development rights in respect of the lands more particularly described in Secondly in the First Schedule hereunder written, collectively admeasuring in aggregate 37,344.29 square meters or thereabouts, (hereinafter collectively referred to as "**Property**" or the "**said Property**").
- B. Simtools has interalia constructed a building known as "**i Think Techno Campus**" comprising of one building (having two wings, i.e. Wing A and Wing B) consisting of ground plus multiple storeys ("**Building**"), and more particularly described in the **Second Schedule** hereunder written on an undivided portion of the Property (hereinafter referred to as "**IT Park Land**"). Simtools has also constructed a residential complex comprising of several buildings including Casa Ultima Project together with multiple levels of car park on the remaining portion of the said Property (hereinafter referred to as "**Balance Land**"). A copy of the layout plan depicting the IT Park Land and the Balance Land is annexed hereto and marked as **ANNEXURE 3**.
- C. By a letter bearing Serial No. V.P. No.2007-50/TMC/TDD/174 dated 18th June 2007, the Executive Engineer Town Planning Department, Thane Municipal Corporation ("**TMC**") *inter alia* granted Intimation of Disapproval ("**IOD**") subject to the terms and conditions set out therein. Hereto annexed and marked as **ANNEXURE 4** is the copy of the IOD.

- D. By a letter bearing No. V.P. No. 2007/50 TMC/TDD 826 dated 17th March, 2009 the Executive Engineer, Town Planning Department, the TMC issued an initial Commencement Certificate ("CC") for carrying out development work by construction of the Information Technology Building with Wing A and Wing B consisting of basement, podium and 5 upper floors on the said Property. This initial CC has been revised from time to time and finally TMC has issued revised CC dated 4th April 2013, permitting construction thereof. Hereto annexed and marked as **ANNEXURE 5** is the copy of the said revised CC.
- E. By a letter bearing No. V.P. No. 2007/50/TMC/TDD/05 dated 4th April 2013 the Executive Engineer, Town Planning Department, TMC issued the Occupation Certificate for the Building. Hereto annexed and marked as **ANNEXURE 6** is the copy of the said Occupation Certificate.
- F. Simtools engaged the services of architects and structural engineers for the preparation of the structural design and drawings thereof and the construction of the Building has been completed under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.
- G. The Seller is in its own right, title and interest seized and/ or sufficiently entitled to the Unit (as defined herein). The Seller and Simtools shall exclusively allocate the right to use 110 car parks to the Purchaser. Copies of the Reports of Title of Advocate Mr. Pradip Garach dated 26th March 2013, 12th November 2013, 29th September 2014 and 1st August 2015 showing the nature of the title of the Seller and Simtools *inter alia* to the Unit and the Property on which the Building is constructed is hereto annexed and collectively marked as **ANNEXURE 7**. A copy of the floor plan with respect to the Unit is attached herewith as **ANNEXURE 8**.
- H. The Purchaser has demanded from the Seller and the Seller has furnished/ given to the Purchaser inspection and applicable copies of documents relating to the Unit including relating to the title, the location, building plans and approved plans. The Purchaser has confirmed that the Purchaser has conducted due diligence in relation to the Unit, based on the copies of the documents provided by the Seller to the Purchaser as also by issuing Public Notice in the newspapers and conducting search. Pursuant to the due diligence conducted by the Purchaser and placing reliance on the representations, warranties and covenants made by the Seller and Simtools in this Agreement, the Purchaser is satisfied in all respects with regard to the title of the Seller and Simtools in relation to the Unit.
- I. The Parties in order to record their understanding in writing had at the stage of negotiations entered into a Letter of Intent dated 7th July 2015 ("LOI").



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- J. Simtools is presently a wholly owned subsidiary of the Seller and is a confirming party to this Agreement. Simtools has represented that Simtools shall itself act as the Ultimate Organization for the ownership, management and maintenance of the Property and the Building under the Maharashtra Ownership Flats Act (Regulation of the Promotion of Construction, Sale, Management and Transfer), 1963 and the rules made thereunder, from time to time ("MOFA").
- K. The Seller and Simtools covenant that the transfer of the Shares by the Seller in favour of the Purchaser will be registered by Simtools within 12 months from date hereof or simultaneously on the date when the first lot of share transfer registration of the other unit holders in the Building takes place, whichever is earlier.
- L. By Leave and License Agreement dated 2nd September, 2014 bearing registration no. TNN-5/8593/2014 registered at Sub-Registrar's office at Thane ("Leave and License Agreement"), executed inter alia between the Seller and Willis Processing Services (India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Plant No. 6, Gidrej & Boyce Mfg. Co. Compound, LBS Road, Vikhroli (West), Mumbai – 400 079 (hereinafter referred to as "Licensee"), the Seller has granted in favour of the Licensee, a temporary, non-transferable, non-assignable and non-heritable license to use the Unit together with car park spaces for a period of 60 months commencing from 2nd September, 2014 and expiring on 1st September 2019 subject to the terms and conditions mentioned in the said Leave and License Agreement.
- M. The Leave and License Agreement inter alia provides that the Seller shall have inter alia right to sell, encumber, transfer, deal with, mortgage, create any charge or otherwise dispose of the Unit (as therein defined), provided that such sale, encumbrance, transfer, dealing, mortgage, charge or other transaction is subject to the rights and obligations under the Leave and License Agreement and the transferee assumes all the rights/ obligations / liabilities of the Seller under the said Leave and License Agreement.
- N. It is hereby further represented by the Seller and Simtools that the Seller and Simtools have, inter alia, mortgaged the Unit in favor of PNB Housing Finance Limited ("PNB"). PNB has issued its no objection certificates dated 28th July, 2015 and 16th September 2015 to sell the said Unit to the Purchaser, which are attached hereto and collectively marked as **ANNEXURE 9**: The Seller and Simtools shall ensure that within 30 (thirty) days of due realisation of the Total Consideration by the Purchaser to the Seller, PNB has issued the final no objection certificate with respect to the sale of the said Unit to the Purchaser. The Seller and Simtools shall also ensure that within 3 (three) months from the date of execution of



the agreement for sale of the last unit in the Building, the Seller shall procure the Deed of Reconveyance from PNB and shall file necessary forms with the Registrar of Companies ("ROC").

- O. The Purchaser has agreed to purchase from the Seller and the Seller has agreed to sell to the Purchaser the Unit and all rights, title and interest therein, free and clear from all encumbrances, subject to the license granted under the Leave and License Agreement, at the agreed consideration and on the terms and conditions hereinafter appearing.
- P. The Parties are desirous of recording in writing the terms of this Agreement.

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

1. **DEFINITION AND INTERPRETATION:**

- 1.1 "**Agreement**" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- 1.2 "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/to be granted by the competent authorities in connection with the Property /Building/ Unit and/or the development thereof including but not limited to plans, IOD, CC and OC.
- 1.3 "**Simtools AOA**" shall mean the articles of association of Simtools, as existing on the date of this Agreement.
- 1.4 "**Building**" shall mean Wing A and B of multistoried IT Building "i Think Techno Campus" constructed on the Property and more particularly described in the **Second Schedule** hereunder written.
- 1.5 "**CAM Charges**" shall mean the Common Area Maintenance charges payable by the Purchaser inter alia for the maintenance of Unit / Building/Property.
- 1.6 "**CAM Commencement Date**" shall mean on and from the Date of Possession regardless of whether the Purchaser takes the Unit or not.
- 1.7 "**Carpet Area**" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser 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.

- 1.8 **"Common Areas and Amenities"** shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the **ANNEXURE 2** hereto.
- 1.9 **"Date of Possession"** shall mean date on which the constructive possession of the Unit shall be handed over to the Purchaser, which shall be simultaneously upon the execution and registration of this Agreement and realization of the entire amounts payable under this Agreement.
- 1.10 **"IT/ITES"** shall mean Information Technology/Information Technology Enabled Services as per the IT policy framed by the Government of Maharashtra.
- 1.11 **"Project"** shall mean "i Think Techno Campus" situate at Pokhran Road No.2, Off Eastern Express Highway, Thane (West) – 400607.
- 1.12 **"Shares"** shall mean 38,917 fully paid up equity shares held by the Seller in Simtools and designated in respect of the Unit together with incidental ownership rights to the Unit and more particularly described in Part A of the **ANNEXURE 1** hereto.
- 1.13 **"the said Property" or "the Property"** shall mean the lands more particularly described in **First Schedule** written hereunder on which the development comprising inter alia of the Building is carried out/ planned to be carried out and shall include any contiguous pieces of land which may be added to the said development over time.
- 1.14 **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5 below and in **ANNEXURE 1** hereto.
- 1.15 **"Ultimate Organization"** shall mean Simtools Private Limited.
- 1.16 **"Unit"** shall mean the IT/ITES Unit in the Building and the Shares, the details whereof are given in Part A of **ANNEXURE 1** hereto.
- 1.17 **"Utility and Other Charges"** shall mean the Utility and Other Charges payable by the Purchaser hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct

and/or indirect taxes, but shall not include CAM Charges, Service Tax and Property Taxes.

2. **RULES FOR INTERPRETATION**

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) 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 provision 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 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.
3. All the aforesaid recitals shall form an integral part and parcel of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be read in conjunction with this Agreement and interpreted and construed accordingly.



4. DISCLOSURES AND TITLE

- 4.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) the Seller has made full and complete disclosure of the title to said Unit, (ii) the Purchaser has taken full, free and complete inspection of all the relevant documents provided by the Seller in relation to the Unit and (iii) the Purchaser has conducted due diligence and satisfied itself (on the basis of the information/documents submitted/ obtained) of the following:
- Nature of the Seller's right and title.
 - The drawings, plans and specifications.
 - The Approvals obtained.
- 4.2 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying itself in all respects with regard to the title of the Seller *inter alia* in respect of the Unit, the Building and the Project has agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by the Purchaser with regard to the Unit/ Building/ Project/ Property and the terms hereof have been responded to by the Seller. The Purchaser confirms that the Purchaser has been suitably advised by its advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/ Project/ Building/ Unit and the implication of the terms and conditions contained in this Agreement.

5. AGREEMENT TO SELL AND CONSIDERATION

- 5.1 The Purchaser hereby agrees to purchase/acquire from the Seller and the Seller hereby agrees to sell to the Purchaser, free and clear from all encumbrances, in terms of provisions of MOFA, but subject to the license granted under the Leave and License Agreement, the Unit to be used for IT/ITES use, along with all the incidental rights, title and interest thereto including the proportional amounts, deposits, other monies and shareholder's contribution lying to the credit of the Seller in the books and records of Simtools, if any, for an aggregate lump sum consideration as set out in **ANNEXURE 1** hereto subject to the Seller realising the Total Consideration and to the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including cess, levies, fees, deposits, CAM charges, Service Tax, Property Taxes, Utility and Other Charges and all such amounts shall be entirely borne and paid by the Purchaser, as may be applicable, on demand.
- 5.2 The Total Consideration shall be paid to the Seller in the manner more particularly described in **ANNEXURE 1** hereto time being of the essence.

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The Purchaser shall make the payment of the Total Consideration after deduction of tax at source of Rs. 69,40,827 (Rupees Sixty Nine Lakhs Forty Thousand Eight Hundred and Twenty Seven Only) from the Total Consideration as applicable under the Income Tax Act, 1961 and, as soon as reasonably practicable, provide to the Seller the necessary documents including TDS Challan and Certificate towards payment of tax at source. It is hereby clarified that the Total Consideration (subject to applicable TDS) is being paid by the Purchaser to the Seller under the instructions and directions of Simtools and such payment shall be a valid and legal discharge in favor of the Purchaser towards the payment of the consideration by the Purchaser for the purchase of the said Unit and all the incidental rights, title and interest therein as enumerated in this Agreement.

- 5.3 The transaction of sale and transfer of the said Unit by the Seller to the Purchaser shall be deemed to have been completed and all the rights, title and interest to the said Unit shall stand absolutely vested in the Purchaser under this Agreement, free and clear from all encumbrances of any nature whatsoever, only upon due realisation of the aggregate lump sum consideration as set out in **ANNEXURE 1** hereto by the Seller, except that the registration of transfer of the said Shares by the Seller to the Purchaser in the books of Simtools will be completed later as provided for herein below. Pursuant to the receipt of the aggregate lump sum consideration as set out in **ANNEXURE 1** hereto, the Seller shall immediately hand over the quiet, peaceful and juridical possession of the said Unit to the Purchaser (as the physical possession is with the Licensee).
- 5.4 It is agreed that at any time hereafter if any objection and/or claim is made or received, and/or any proceedings is filed against or in respect of the title of the said Unit, the Seller and Simtools shall, at their own costs, charges and expenses and risk, remove, clear and settle such objections and/or claims and/or proceedings.

6. REGISTRATION OF SHARE TRANSFER

- 6.1 Pursuant to the due realization of the Total Consideration by the Seller and without any further consideration being paid by the Purchaser to the Seller, Simtools shall, within 12 months from the date of execution hereof or simultaneously on the date when the first lot of share transfer registration of the other unit holders in the Project takes place, register the transfer of the Shares from the Seller to the Purchaser, free from all encumbrances, to reflect the Purchaser as the legal and beneficial owner of the Shares in the records of Simtools.
- 6.2 Upon such registration of transfer, the Seller and Simtools shall promptly deliver to the Purchaser, the certificates of the Shares duly endorsed in the name of the Purchaser along with a certified true copy of the board

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resolution approving the transfer of the Shares from the Seller to the Purchaser reflecting the Purchaser as a member of Simtools holding the Shares. The stamp duty, if any, payable thereon, shall be borne by the Seller/ Simtools alone.

- 6.3 Pending such registration of transfer of the Shares in the name of the Purchaser and thereafter at all times, the Purchaser shall be entitled to sell, transfer, assign, grant on leave and license basis or lease or deal with or dispose of the Unit or any part thereof as one premises or multiple premises in accordance with applicable laws. Further, the Purchaser shall be entitled to split the Shares for the purpose of transferring or otherwise dealing with the Unit as one premises or multiple premises, without the approval of Simtools and Simtools shall confirm to the same.
- 6.4 The Seller, Simtools and the Confirming Party hereby confirm that the Purchaser shall be entitled to specifically enforce the registration of transfer of the said Shares as above.

7. REPRESENTATIONS OF THE SELLER AND SIMTOOLS

- 7.1 The Seller and Simtools jointly and severally represent warrant and undertake to the Purchaser as under:
 - 7.1.1 The Seller and Simtools are both companies duly incorporated and existing under the laws of India;
 - 7.1.2 The Seller and Simtools have all the necessary corporate power, authority and capacity to enter into this Agreement and to carry out obligations hereunder and have full right, entitlement and authority to deal with and sell, transfer and dispose of the said Unit to the Purchaser;
 - 7.1.3 The Seller is the legal and beneficial owner of, and is seized and possessed of, the said Unit and all the rights, title and interest therein and has good and marketable title thereto, free and clear from all encumbrances, other than the charge created in favor of PNB for which the Seller has obtained a no objection certificate from PNB for the sale and transfer of the Unit to the Purchaser.
 - 7.1.4 The Seller and Simtools have not entered, and shall not enter, into any agreement, memorandum of understanding or letter of intent or any understanding or arrangement whatsoever, either oral or in writing, with any third party for sale, transfer, assignment or otherwise for creation of any third party rights or interest in respect of the said Shares and/or said Unit.
 - 7.1.5 The Seller and Simtools have furnished to the Purchaser their respective Board Resolutions to enter into this Agreement, which are annexed hereto and marked jointly as **ANNEXURE 10**.



- 7.1.6 No further activities shall be undertaken by Simtools on the said Property save and except completion of the entire Project, both residential and commercial.
- 7.1.7 Simtools shall retain with itself the right over the entire terrace of the Building only until all the shares of Simtools are transferred to the purchasers of the units in the Building. The Purchaser shall be allocated reasonable space as per requirements of the Purchaser for installing R.F/V- Sat Antennae, A.C Chiller plants, Signage etc. without any costs. It is clarified that the Purchaser shall not be entitled to any ownership rights over such space.
- 7.1.8 The said Building is for the purpose of IT / ITES space in terms of the IT policy of the Government of Maharashtra as applicable on date. The Building is constructed in accordance with the terms and conditions laid down by the TMC and other relevant authorities.
- 7.1.9 No such amendment shall be carried out in the Simtools AOA and MOA which will have material adverse effect on the rights of the Purchaser in respect of the said Unit and/or the said Shares.
- 7.1.10 The Seller in its capacity as a shareholder / member of Simtools, is in compliance of the provisions of the Simtools AOA and all the duties and obligations prescribed therein. The share certificates with regards to the Shares have been validly issued in compliance with the applicable laws and such share certificates constitute a valid evidence of the title of the Seller to the Shares. The Shares have been duly authorized and validly issued, and are fully paid up, and have not been issued in violation of any pre-emptive rights or in contravention of the Simtools AOA.
- 7.1.11 The said Unit is not a subject matter of any litigation, proceedings or disputes and is not affected by any notice or order of requisition, acquisition or injunction or attachment either before or after judgment.
- 7.1.12 The Seller is in possession of the original share certificates in respect of the said Shares and its name is duly registered as such in Simtools register of members.
- 7.1.13 No liability of any nature whatsoever will be incurred or created by the Seller and/ or Simtools after the transfer of the Shares in favour of the Purchaser which will adversely affect the said Unit and/ or the rights and title of the Purchaser in relation thereto.
- 7.1.14 All dues payable to any statutory or government/ quasi – government body, authority, agency, in respect of and/or having any adverse effect on the said Property and/or the said Unit accruing prior to registration of

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transfer of the Shares (whether claimed now or in future) shall be solely borne and paid by the Seller alone.

8. **REPRESENTATIONS OF SIMTOOLS**

- 8.1 Simtools represents and warrants to the Purchaser as under:
- 8.1.1 Simtools is the legal and beneficial owner of the land more particularly described in Firstly in the First Schedule hereunder written and has good and marketable title thereto.
- 8.1.2 Simtools is entitled to development rights in respect of land more particularly described as Secondly in the First Schedule hereunder written in terms of the Development Agreement and Power of Attorney and is entitled to deal with the same in the accordance with the terms thereof. After the completion of the Project, the Seller shall at its own costs cause the Confirming Party to execute conveyance of the land more particularly described as Secondly in the First Schedule hereunder in favour of Simtools. All obligations under the Development Agreement have been performed by Simtools. No payment shall be demanded from the Purchaser and no obligation/ covenant will be required to be performed by the Purchaser, for conveyance of the land more particularly described as Secondly in the First Schedule hereunder to Simtools.
- 8.1.3 There are no agreements, undertaking or arrangements to which Seller is party and which adversely affects the rights and title of the Purchaser in respect of the said Unit.
- 8.1.4 Save and except the charge created on the said Unit in favour of PNB, as disclosed hereinabove, there is no charge, mortgage, and/or encumbrance existing on the said Unit. NOC for sale of the said Unit to the Purchaser free from mortgage/charge has been provided to the Purchaser from PNB and no charge will be created by Simtools at any time hereinafter on the said Unit.
- 8.1.5 To the best of the knowledge of Simtools, there are no suits or proceedings initiated or litigation pending before any court, tribunal, quasi-judicial authority or statutory authority or orders passed therein that Simtools is aware of in respect of the said Property or any part thereof which will affect the constitution of the said Building and/or sale of the said Unit and no notice of lis pendens has been filed or registered in respect of said Property or any part thereof or in respect of the said Unit.
- 8.1.6 As on date, no notice of acquisition or requisition has been received in respect of the said Property or any part thereof or the said Unit from the government or any other local authority.



- 8.1.7 To the best of knowledge of Simtools, as on date, no part of the said Property has been notified for acquisition for road development or any other purpose by any state / central government/ quasi – government/ statutory body/ agency/ authority.
- 8.1.8 Simtools is in peaceful quiet and vacant possession of the said Property and no part thereof has been encroached upon.
- 8.1.9 To the best of the knowledge of Simtools, there are no claims pending against the Seller and/or Simtools or any of their assets in connection with any previous business thereof.
- 8.1.10 No consent, approval or permission is required for the sale/transfer of the said Unit in favour of the Purchaser from any concerned authority including Collector, Thane and no premium is required to be paid by the Purchaser in respect of the sale/transfer of the said Unit.

9. CONVENTIONS OF THE SELLER AND SIMTOOLS

- 9.1 The Seller and Simtools hereby jointly and severally covenant with the Purchaser as follows:
- 9.1.1 Pending the registration of transfer of the said Shares the Seller and Simtools will not deal with and/or dispose of and/or create any third party rights and will register the transfer of the said Shares in favour of the Purchaser in terms of this Agreement free from all encumbrances to enable the Purchaser to enroll as a shareholder in Simtools.
- 9.1.2 The Seller shall not and Simtools confirms that the Seller shall not alter the capital structure of Simtools, without the prior written consent of the Purchaser.
- 9.1.3 Simtools and the Seller shall not while amending the Memorandum and Articles , insert any terms therein which will conflict with the terms of this Agreement, or which are contrary to or in conflict with this Agreement, or which otherwise purports to adversely affect the title of the Purchaser to the said Unit.
- 9.1.4 The Seller and Simtools shall ensure that the said Shares always relate to the said Unit.
- 9.1.5 Pending registration of transfer of the said Shares by the Seller and Simtools in favour of the Purchaser, the Purchaser shall subject to the terms of this Agreement, be entitled to transfer assign, lease, sub-lease, grant license in respect of, the said Unit with prior written intimation to the Seller and Simtools. The Seller and Simtools shall, without in any manner being liable and at the entire costs and option of the Purchaser join as confirming parties to such deed of transfer of the said Unit by the

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Page 13
SIMTOOLS PRIVATE LIMITED

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Purchaser and consent to the transfer of the said Unit in favour of the intending transferee, as and when transferred.

- 9.1.6 The Seller and Simtools shall prior to the transfer of the said Shares in favour of the Purchaser, ensure that all liabilities (financial and contractual and statutory) in respect thereof, both past and those subsisting at and until the time of registration of transfer of the said Shares, are fully discharged freed from any charge or encumbrance, and that the net-worth of Simtools is positive and will give auditor's certificate to that effect.
- 9.1.7 Upon the execution / and registration of the Agreement and subject to payment of Total Consideration and other charges, the Purchaser shall have beneficial, exclusive and peaceful enjoyment and use of the said Unit along with the said Car Parks in the manner as stated herein without any interference or obstruction of any nature whatsoever from the Seller and Simtools.
- 9.1.8 All the representations, warranties and covenants of the Seller and Simtools are true and accurate as on the date of this Agreement.
- 9.1.9 Upon due realisation of the Total Consideration by the Purchaser to the Seller and in accordance with the terms hereof, the Seller, Simtools and the Confirming Party shall be left with no right, title and interest of any nature whatsoever in the said Unit and/or incidental rights thereto and that the Purchaser shall become the absolute owner of the Unit. The Purchaser will have the absolute right to enjoy and utilize the said Unit without any interruption, hindrances, disturbance, claims or demands by the Seller, Simtools and the Confirming Party or any person claiming title through or under the Seller, Simtools and the Confirming Party including the right to use every part thereof for its own use and benefits without any lawful eviction, interruption, claim or demand whatsoever from or by the Seller, Simtools and the Confirming Party or equitably claiming by from and under or interest for them or any of their successors-in-title and permitted assigns.
- 9.1.10 The contribution which were made by the Seller to Simtools towards its share of the construction cost of the said Building shall neither in any event be refunded to the Seller by Simtools nor capitalized by Simtools by issue of shares to the Seller or any other third party.
- 9.1.11 Upon execution of deed of reconveyance by PNB, the Seller and Simtools shall ensure that the original title documents with respect to the said Property be handed over by PNB to Simtools.
- 9.1.12 Simultaneously with the completion of transfer of all the shares of Simtools by Simtools to the purchasers of the all units in the said Building

the Seller shall cease to have the right to appoint any directors on the Board of Simtools and shall also cease to have any reserved matters / affirmative vote matters which will require approval of the Seller before passing of resolution(s) by the shareholders of Simtools; The purchasers of the units in the said Building shall be solely entitled to nominate and appoint directors on the Board of Simtools and shall have the right to vote in proportion of the shares held by them in Simtools.

- 9.1.13 The Seller and the Simtools shall do and execute all documents, deeds and writings whatsoever as may be necessary for better or more perfectly transferring the right, title, interest, and benefit of the Seller, and/or Simtools in the said Unit and every part thereof to the exclusive use and benefit to the Purchaser as aforesaid at the costs and expense of the Purchaser.

10. **INTENTIONALLY LEFT BLANK**

11. **CONSTRUCTION AND DEVELOPMENT**

- 11.1 The Simtools has constructed the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Seller has paid the contribution in full with respect to the Building which was required to be paid by the Seller to Simtools pursuant to the Simtools AOA and Simtools hereby agrees and confirms that the Purchaser shall not be liable to pay any part of the contribution to Simtools.

- 11.2 The Seller/Simtools reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. However such additional construction shall not adversely affect the Unit being purchased by the Purchaser and the approvals already procured by the Seller/ Simtools for the Unit/Building. The Purchaser is aware that the Seller/ Simtools is developing and constructing other buildings on the said Property and may construct further upper floors on the Building and/or the buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords its unconditional and irrevocable consent to the Seller/ Simtools for the construction of the buildings and additional upper floors on the Building, provided however that the Unit and/or the approvals already procured by the Seller/ Simtools for the Unit/Building are not adversely affected. The Purchaser shall not be entitled to any right on the balance/additional FSI on the Property. The Company shall be entitled to any increase in FSI or any other benefits and/or any additional FSI obtained on account of TDR. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.



- 11.3 The Seller/ Simtools, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property, the construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by the Seller/ Simtools and waives its rights to raise such objection or make any claims in that regard.
- 11.4 The Purchaser shall be entitled to use the said Unit for IT/ITES purpose only. However, in the event due to change or revision in policy by the Government or any other public body or upon a specific permission being granted to the Purchaser by the relevant authorities, the Purchaser shall, at its sole risk, cost and expense, be entitled to use the Unit for such other purpose. Provided however that, if any payment/ premium is charged for any other purpose from the Seller/Simtools, the same shall solely be borne and paid by the Purchaser.

12. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby accords/grants its irrevocable consent to the Seller or its nominee to securitize the Total Consideration and/or part thereof and the amounts receivable by the Seller hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration / or part thereof. The Purchaser upon receipt of any such intimation in writing from the Seller agrees and undertakes, to pay without any delay, demur, deduction or objection to such bank / financial institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Seller covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the bank / financial institutions, shall be a valid payment of consideration or part thereof and discharge of its obligations hereunder.

13. **LOANS AGAINST THE UNIT**

- 13.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/ has approached any banks/ financial institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Seller and/or mortgaged/mortgages the Unit with such banks/financial institutions (which is to be subject to issuance by the Seller of a No-Objection Letter in favour of such banks/ financial institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Seller shall not be liable or responsible for the repayment to such banks/financial institutions of any such loan amount or any part thereof taken by the



Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, contribution, CAM Charges, Service Tax, Property Tax, Utility and Other Charges) payable hereunder have not been paid, the Seller shall have a lien to the extent of the unpaid amount in respect of the Unit to which the Purchaser has no objection and hereby waives its right to raise any objection in that regard.

- 13.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Seller and/or such banks/financial institutions. The Seller and Simtools shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Seller shall not be liable or responsible for the same in any manner whatsoever.
- 13.3 The Purchaser hereby indemnifies and agrees to keep indemnified the Seller, Simtools and their successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Seller, Simtools and their successors and assigns may suffer or incur by reason of any action that such banks/financial institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

14. **CAR PARKING**

The Purchaser is aware that as a part of the Building and as a common amenity, Simtool has constructed multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Seller hereby allocates permanently to the Purchaser car parking spaces as set out in **ANNEXURE 1** hereto (hereinafter referred to as "**Car Parking Spaces**"). The exact location of the Car Parking Spaces allocated to the Purchaser shall be finalized by the Seller on or before the Date of Possession. The Purchaser is aware that the Seller has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall



not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Seller to the various purchasers (including the Purchaser herein) of the Unit in the Building. The Seller and Simtools hereby agree and confirm that the Purchaser shall be permanently entitled to use the Car Parking Spaces. The Seller and Simtools hereby further agree and confirm that in case of sale or transfer of the Unit, the future purchaser of the said Unit shall continue to be permanently allocated and be entitled to use the Car Parking Spaces.

15. **REGISTRATION**

It shall be the responsibility of the Parties hereto to immediately after the execution of this Agreement, at cost and expense of the Purchaser, lodge the same for the registration with the Sub-Registrar of Assurances. The Seller and Simtools shall extend all assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Seller shall not be responsible or liable for any delay in such registration.

16. **POSSESSION**

Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid the Total Consideration, the Seller shall provide the peaceful quiet possession of Unit to the Purchaser simultaneously with the execution and registration of this Agreement subject to the Leave and License Agreement.

17. **DEFECT LIABILITY**

If within a period of 12 (twelve) months from the Date of Possession the Purchaser brings to the notice of the Seller any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Seller at its own costs. In the event it is not possible to rectify such defects, the Purchaser shall be entitled to receive from the Seller reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Seller. Provided that the liability of the Seller under this clause shall not exceed Rs.5,00,000/- (Rupees Five Lakhs only).

18. **SET OFF / ADJUSTMENT**

The Purchaser hereby grants to the Seller the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Seller including the Total Consideration, Utility and Other Charges and any other amounts, if any. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.



19. ULTIMATE ORGANIZATION

- 19.1 The Purchaser along with other purchasers of units in the Building shall from time to time sign and execute all papers and documents necessary for the registration of Simtools as the Ultimate Organization under the applicable laws and duly fill in, sign and return to the Seller within 7 (seven) days of the same being forwarded by the Seller to the purchasers.
- 19.2 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/ Ultimate Organization shall not be changed without the prior written consent of the Seller. The Purchaser is aware that for various other buildings to be constructed on the said Property, various such ultimate organizations may be formed as per the terms decided between the Building and the purchasers in the said buildings.
- 19.3 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization, in respect of the Unit, Building or the said Property and in this regard the Purchaser for itself, the Ultimate Organization, waives all its rights and claims and undertakes not to claim and cause the Ultimate Organization not to claim any such right in respect of Building or the said Property.
- 19.4 It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the management being given to the ad-hoc committee of the unit purchasers and/or conveyance of the said Property being conveyed to the Ultimate Organization, as the case may be, the rights under this Agreement reserved for the Seller including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Seller and the Purchaser in this regard for itself and the Ultimate Organization waives all its rights in that regard and undertakes and/or cause the Ultimate Organization not to claim any such rights.

20. FACILITY MANAGEMENT COMPANY

- 20.1 The Purchaser is aware that the maintenance and management of the common areas and amenities of the Building/Property shall be managed by a Facility Management Company ("FMC") appointed by the Seller for a period upto 60 (sixty) months commencing from the Date of Possession and thereafter, as may be decided by the Ultimate Organization. The Purchaser along with the other purchasers of the units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis



determined by the Seller and/or the FMC, which determination shall be binding on the Purchaser.

20.2 The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid.

20.3 The Purchaser is aware that the Seller is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Seller 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 Seller 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 Seller shall assist in resolving any issues arising therein.

21. **CAM CHARGES, UTILITY AND OTHER CHARGES PROPERTY TAXES AND EXPENSES**

21.1 **CAM CHARGES:**

21.1.1 The CAM Charges shall be estimated/calculated on the basis of 'costs incurred by the FMC' + 20% margin (excluding utility costs) 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. However, the said CAM charges shall not include the cost associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption, water consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the Clause 21.3 herein.

21.1.2 The Purchaser shall be obliged to pay the CAM Charges in advance on/before the 1st day of each quarter of that financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.

21.1.3 The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

21.1.4 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the Date of Possession, regardless of whether the Purchaser takes such possession or not.



21.2 UTILITY AND OTHER CHARGES:

The Purchaser shall on or before the Date of Possession, in addition to the Total Consideration, as and when demanded by the Seller, pay to the Seller, the CAM Charges, the Utility and Other Charges, Service Tax, Property Tax.

21.3 PROPERTY TAXES:

- 21.3.1 The Property Taxes, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment. The actual amount paid for the Property Tax shall be reconciled and paid back / balance paid in the month of March of the said financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April to March.
- 21.3.2 The Property Tax shall be collected on the basis of applicability from Date of Possession, regardless of whether the Purchaser takes such possession or not. The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and upon receipt of such demand, the Seller shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any shortfall between the amount deposited with the Seller by the Purchaser towards 'Property Tax' and the demand raised by the authorities in relation to the Unit ("Shortfall Amount"), the Seller shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid within 7 (seven) days of such intimation to the Seller. The Seller shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers. In case there is any surplus amount collected vis-à-vis the demand raised by the authorities, the same shall be handed over to the Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the purchasers.
- 21.3.3 The Purchaser shall make payment of the estimated property tax periodically to the FMC.
- 21.3.4 It is hereby clarified that the Property Tax accrued till the date of execution of this Agreement shall be borne and paid by the Seller and the Seller shall not be entitled to recover the same from the Purchaser under any circumstances, whatsoever.



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Page 21



21.4 SERVICE TAX

The Purchaser shall be liable and agrees to pay the Service tax, if any, payable under the terms of this Agreement. In this regards, the Purchaser indemnifies and agrees to keep indemnified the Seller/ Simtools against all claims, costs, charges, expenses, damages and losses in this regard.

21.5 TAXES AND LEVIES

The Purchaser agrees that all levies, charges, cess, taxes (direct or indirect), assignments of any nature whatsoever (applicable from Date of Possession), including but not limited to Service Tax, Property Tax and Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Utility and Other Charges or any other amounts payable hereunder in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

22. INTEREST

The Purchaser agrees to pay to the Seller interest at the rate of 18 percent per annum, quarterly compounded, on the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Seller under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Seller, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Seller and shall not constitute a waiver by the Seller, unless specifically provided by the Seller in writing. The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder and the Purchaser hereby waives its right to raise any objections or make any claims to the contrary in that regard.

23. REPRESENTATIONS, COVENANTS AND UNDERTAKING OF THE PURCHASER:

The Purchaser for herself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Seller as follows:

- a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition (normal wear and tear excepted) from the Date of Possession and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages of the Building in which Unit is be situated against the rules, regulations or bye-laws or concerned local or any other authority or

- change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.
- b. The Purchaser shall use the said Unit or any part thereof or permit the same to be used for the purposes of IT/ITES use only and obtain necessary permissions/ approvals that may be required for the said purpose. In the event in future on account of any change in the policy or applicable rules and regulation or upon an application being made by the Purchaser to the relevant authorities, the Purchaser is permitted to change the user of the Unit for purpose other than IT/ITES, then the Purchaser may use the said Unit for such other purpose without the Seller/ Simtools being liable in that regard. The Purchaser agrees and undertakes to pay all amounts, levies, premium as may be payable on account of user of the said Unit. The Purchaser shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's and Licensee's own vehicle/s subject to the compliance of the rules by FMC.
 - c. The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Seller. Not to carry out any additions or alterations in the Unit which affect the structure, façade and/or services of the Building (including but not limited to not making any change or to alter the windows and/or grills provided by the Seller) and the Seller shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.
 - d. Not to make any changes to the common area/lobby and structural changes in the Building/Unit. The Purchaser shall not relocate brick walls of the Unit onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions) in the Unit. Further, the Purchaser shall not change the location of the wet/waterproofed areas in the Unit. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Seller as amended from time to time.
 - e. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Seller and/or the Ultimate Organization.
 - f. Not to do or suffer to be done anything on the said Unit or the said Property, which may be against the rules, regulations or bye-laws of the Ultimate Organization or the concerned local authority or any other



concerned authority including the policy issued by the Government applicable in respect of Private Information Technology Parks and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the Municipal Corporation and/or any other concerned/statutory authorities.

- g. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.
- h. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit.
- i. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Units or terraces and the same are retained by the Seller as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents, subject the ingress and egress of the Purchaser to the Unit not being adversely affected. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- j. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Seller has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct herself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Seller and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.
- k. To pay to the Seller within 7 (seven) days of demand by the Seller its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Seller within 7 (seven) days of demand by the Seller, its share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a pro-rata basis.
- l. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser.
- m. The Purchaser shall observe and perform all the rules and regulations or bye-laws (including operating standards) which the Ultimate Organization of the said Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time



for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

- n. Until the entire Project is declared by the Seller as completed, the Purchaser shall permit the Seller and its surveyors and agents, with or without workmen and others, at all reasonable times, during working hours, with prior written notice, to enter into and upon the Unit, Building or any part thereof to view and examine the state and condition thereof.
- o. It is agreed that in the event that the Ultimate Organization has been formed but there is/are unit/s in the Building that are not sold by the Seller, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Seller as charged by the competent authorities and the common area maintenance charges shall be payable by the Seller for such unsold units from the date of handover of the Ultimate Organization by the Seller. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization to agree and ratify) that the Seller shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization. The Purchaser hereby agrees that it shall forthwith admit such flat purchasers of the Builder/Promoter as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization.
- p. The Purchaser hereto agrees and acknowledges that the said Agreement is subject to the terms of the Leave and License Agreement and that the Purchaser shall assume all the rights and obligations of the licensor under the terms of the Leave and License Agreement and extend its co-operation to the Licensee. The Seller agrees to execute such other documents including Deed of Amendment / Novation Agreement to Leave and License Agreement as may be required by the Purchaser and/or the Licensee, at the entire costs and expenses of the Purchaser, for novation of the terms of the Leave and License Agreement to the Purchaser. The Purchaser agrees and acknowledges that the Leave and License Agreement shall continue to be in force for the balance license



period as per the terms and conditions mentioned in the Leave and License Agreement. The Purchaser further undertakes to adhere to the terms and conditions of the said Leave and License Agreement, including refund of security deposit in respect of the said Unit. The Purchaser hereby acknowledges that on execution of necessary documents, the Seller shall stand released from its obligations under the Leave and License Agreement in terms of the Novation Agreement.

- q. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Seller shall earmark certain parking spaces for use by such unsold flats and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold flats provided however the allocation of the Car Parking spaces to the Purchaser shall not be disturbed.
- r. The Purchaser agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building/Property or Lodha Group or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, be entitled to the termination of this Agreement. Provided however that, upon such termination of this Agreement, the Seller shall refund the amounts paid by the Purchaser to the Seller as part of the Total Consideration.

24. MISCELLANEOUS

- 24.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to the open spaces, parking spaces (except the parking space allocated to the Purchaser herein), lobbies, staircase, terraces, gardens attached to the other units, recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold as set out herein.
- 24.2 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in **ANNEXURE 1** hereto.

25. DISPUTE RESOLUTION AND GOVERNING LAW

- 25.1 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.



- 25.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause 22.1 above, then the dispute shall be referred to Arbitration. 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 appointed by the Seller and the Purchaser.
- 25.3 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.
- 25.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 25.5 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.
26. **SEVERABILITY**
- 26.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law and all other provisions of the Agreement shall survive.
- 26.2 The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

27. **WAIVER:**

Any delay tolerated or indulgence shown by the Seller or the Purchaser, as the case may be, in enforcing any of the terms of this Agreement shall not be construed as waiver on the part of the Seller and/or the Purchaser, as the case may be, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser or the Seller or Simtools, as the case may be, nor the same shall in any manner prejudice or affect the rights of the Seller or the Purchaser, as the case may be.

28. **ENTIRE AGREEMENT**

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Seller in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Seller and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by all the Parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property)

FIRSTLY, Lands situate at Village Panchpakhadi, Taluka and District Thane in Registration Sub-District of Thane, District Thane bearing the following Survey numbers and Hissa numbers:

Survey No.	Hissa No.	Area (sq.mts.)
74	Part	16889.00
75	1	8850.00
75	2	1060.00
76	-	7500.00
TOTAL		34299.00

SECONDLY, Lands situate at Village Panchpakhadi, Taluka and District Thane in Registration Sub-District of Thane, District Thane bearing the following Survey numbers and Hissa numbers:

Survey No.	Hissa No.	Area (sq.mts.)
72	8 (pt.)9(pt)	992.79
Portion of land of filled Nala (New S.No.526P)		2053.00
TOTAL		3045.79

THE SECOND SCHEDULE ABOVE REFERRED TO

(Building)

IT Park known as "i Think Techno Campus" comprising of Wing A and B standing on the portion of all that piece of parcel of land or ground more particularly described in the First Schedule hereinabove written situated at off Pokhran Road No. 2, Behind TCS, Close to Eastern Express Highway, Thane (West) - 400 607.



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE
Within named SELLER
**LODHA ELEVATION BUILDCON
PRIVATE LIMITED**

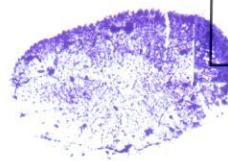
through its authorized signatory
Surendran Nair
in pursuance of Board Resolution
passed in Board Meeting dated 15/9/15
in the presence of:

Pratap Satvekar P
Shailesh more shalsh



) For Lodha Elevation Buildcon Pvt. Ltd.


Directors/Authorised Signatory



SIGNED AND DELIVERED BY THE
Within named SIMTOOLS
SIMTOOLS PRIVATE LIMITED

through its authorized signatory
Surendran Nair
in pursuance of Board Resolution
passed in Board Meeting dated 15/9/15
in the presence of:

Pratap Satvekar P
Shailesh more shalsh



) For Simtools Private Limited


Directors / Authorised Signatory



SIGNED AND DELIVERED BY THE
Within named PURCHASER
TRILOKESH CITY DEVELOPERS LLP
through its Designated Partners

1. Kirti Vishwanath Kedia
(Partner)

2. Pragna Kirti Kedia being the
Managing Trustee JSK Private Trust
(Partner)

in the presence of:



) For TRILOKESH CITY DEVELOPERS LLP

) XKK


Authorised Signatory / Partner



) For TRILOKESH CITY DEVELOPERS LLP

) XPK


Authorised Signatory / Partner



SIGNED AND DELIVERED BY THE
Within named CONFIRMING PARTY
VOLTAS LIMITED
through its Constituted Attorney
Simtools Private Limited
through its authorized signatory
Surendran Nair
in pursuance of Board Resolution
passed in Board Meeting dated 15/9/15
in the presence of:
Balaji Satyekar - R
Shailesh more - SLM



For Simtools Private Limited

Directors /Authorised Signatory
in its capacity as
certified Attorney
of Voltas Limited



Document signed by:

Stamp of the Authorised Signatory

Simtools Private Limited

Authorised Signatory

Simtools Private Limited

Authorised Signatory

ANNEXURE 1

A. UNIT shall mean the following:

- (i) Unit: Entire 7th Floor of Wings A and B
(ii) Floor: 7th Floor A and B wing
(iii) Type of Unit: IT/ITES Unit
(iv) Carpet Area: Aggregate of 91,695.70 square feet equivalent to 8518.81 square meters, consisting of carpet area of 71,893.95 square feet equivalent to 6679.17 square meters along with exclusive right to use an area admeasuring 19,801.75 square feet equivalent to 1839.64 square meters on the 7th Floor of Wings 'A' and 'B' as shown in yellow colour on the attached floor plans annexed at **Annexure 8**
(v) Project: i Think Techno Campus, Pokhran Road No. 2, Off Eastern Express Highway, Thane (West), 400607
(vi) Shares: 38,917 fully paid up equity shares of Simtools bearing distinctive numbers 180080 to 201876, 20080 to 25079, 100080 to 100279, 60 to 69, 101580 to 106079, 117080 to 119579, 106080 to 108569, 461560 to 461609, 461610 to 461659, 461660 to 461709, 461710 to 461759, 286080 to 287079, 262080 to 263079, 299430 to 299529, 298930 to 299029, 298630 to 298649 and comprised in Share Certificate Nos. 15, 24 and 29 together with all proportional amounts, deposits and other monies including the shareholder's contribution lying to the credit of the Seller, if any in the books and records of Simtools free from all encumbrances of whatsoever nature, absolutely and forever.

B. BUILDING: i Think Techno Campus wing A and B

C. TOTAL CONSIDERATION: Aggregate amount of Rs.69,40,82,700/- (Rupees Sixty Nine Crores Forty Lakhs Eighty Two Thousand Seven Hundred only). The Total Consideration shall be adjusted for the liability of refundable security deposit under the Leave and License Agreement of Rs. 3,30,01,668/- (Rupees Three Crores Thirty Lakhs One Thousand Six Hundred Sixty Eight Only) being assumed by the Purchaser. Accordingly, the Total Consideration payable (net of the security deposit) shall be Rs.66,10,81,032/- (Rupees Sixty Six Crores Ten Lakhs Eighty One Thousand Thirty Two Only) as per the payment schedule prescribed in paragraph D below. No separate consideration or monies is required to be paid by the Purchaser to the Seller for the transfer of shares by the Seller to the Purchaser and registration thereof by Simtools.



D. PAYMENT SCHEDULE: Rs.66,10,81,032/- (Rupees Sixty Six Crores Ten Lakhs Eighty One Thousand Thirty Two Only) shall be paid by the Purchaser in the following manner:

- i. On or before execution of this Agreement - Rs.6,41,40,205/- (Rupees Six Crores Forty One Lakhs Forty Thousand Two Hundred and Five Only) shall be paid by the Purchaser to the Seller;
- ii. On or before execution of this Agreement - Rs.23,83,29,600/- (Rupees Twenty Three Crores Eighty Three Lakhs Twenty Nine Thousand Six Hundred Only) shall be paid by the Purchaser to the PNB's Escrow Account no.: 3097008700006127;
- iii. On receipt of No dues Letter from PNB - Rs.35,16,70,400/- (Rupees Thirty Five Crores Sixteen Lakhs Seventy Thousand Four Hundred Only) shall be paid by the Purchaser to the Seller;
- iv. On or before expiry of one month from date of execution hereof – Rs.69,40,827/- (Rupees Sixty Nine Lakhs Forty Thousand Eight Hundred Twenty Seven Only) shall be paid as TDS by the Purchaser on account of the Seller.

E. CAR PARKING SPACES: 110 bearing nos. 677 to 716, 814 to 821, 826 to 831, 867 to 876, 897 to 898 ,636 to 643, 822 to 825, 837 to 866 and 916 to 917 (as per plan annexed at **ANNEXURE 8A**)

F. ADDRESS OF PURCHASER FOR NOTICES:

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

G. ADDRESS OF SELLER, SIMTOOLS AND VOLTAS FOR NOTICES:

Lodha Excelus, Level L2,
Apollo Mills Compound,
N.M. Joshi Marg, Mahalaxmi,
Mumbai – 400 011



ANNEXURE 2

COMMON AREAS AND AMENITIES*

1. Common Area Lighting
2. Security
3. House keeping
4. Building management System
5. HVAC
6. High Side AC
7. Passenger/Service elevators
8. Access Control System and Surveillance Systems

ANNEXURE 3

Plan of the said Property depicting the IT Park Land and the Balance Land
(attached separately)

ANNEXURE 4

IOD
(attached separately)

ANNEXURE 5

CC
(attached separately)

ANNEXURE 6

OC
(attached separately)

ANNEXURE 7

Title Reports of Adv. Pradip Garach dated 26th March 2013, 12th November 2013,
29th September 2014 and 1st August 2015
(attached separately)

ANNEXURE 8

Floor Plans of the Unit
(attached separately)

ANNEXURE 8A

Plans showing Car parking spaces
(attached separately)

ANNEXURE 9

PNB NOC dated 28th July, 2015 and 16th September, 2015
(attached separately)

ANNEXURE 10

Board Resolutions of Seller, Simtools and the Purchaser and POA of
Volta's dated 12-10-2007
(attached separately)





NO. 3449

23

THANE MUNICIPAL CORPORATION, THANE.
(Regulation No. 3 & 24)
SANCTION OF DEVELOPMENT/
PERMISSION CERTIFICATE

BLDG TYPE 1:Gr + 1Upper Floor(Pt.),

BLDG TYPE 2,3 & 4: Gr. + 5 Upper Floors,

BLDG TYPE 5 : Gr. + 17 Floors

V. P.No. 2007/50/TMC/TDD/----- 948 Date 9/6/06

To,

M/s. Archetype Consultants (I) Pvt. Ltd.,..... (Architect)
M/S. SIMTOOLS Ltd. (Owner)

Sir,

With reference to your application No. 52808 dated 31.03.2007 for development permission/ ~~grand of commencement certificate~~ under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As Above in village Panchpakhadi, Sector no. 4, Ward No. --- situated at Road/ Street -----Gut No.-----the development permission /~~the commencement certificate~~ is granted subject to the following conditions :

1. The land vacated consequence of the enforcement of the set back line shall form part of the public street.
2. No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
3. The development permission shall remain valid for a period of one year commencing from the date of its issue.
4. This Permission does not entitle you to develop the land which does not vest in you.
5. Regd. Declaration regarding area under road and Record of Rights of the same should be transferred on T.M.C. name before Commencement Certificate; also 7/12 extract in the name of Corporation shall be submitted before Occupation. Till this is done equivalent area will be withheld from C.C.
6. Revised N.A order shall be submitted prior to C.C. of proposed work.
7. Information board to be displayed on site till obtaining final O.C.
8. Vacant land tax payment should be done before C.N.
9. NOC from drainage, Water, Trees departments shall be obtained before C.C.
10. Demarcation Plan confirming plot boundaries as per 7/12 extract (S.No.,H.No.) is required to be submitted.
11. 7/12 extract in name of Simtool Ltd. shall be submitted before obtaining C.C.



R
PKX

P.T.O

KKX

..2..

12. The requisite NOC from Directorate of Industries for IT establishment shall be submitted prior to C.C.
13. Tenements constructed shall be utilized for ancillary use & shall not be sold in the open market. Undertaking in this regard will be binding.
14. Revised order from ULC department shall be submitted prior to C.C.
15. The requisite NOC from MSEB/TATA shall be obtained before C.C., regarding existing H.T. line passing over the plot.
16. NOC from CFO shall be obtained prior to C.C. for proposed IT and its ancillary.
17. NOC from drainage dpt. regarding alignment of Nalla and for surface drainage is to be obtained prior to C.C.
18. S.T.P. has to be provided in the layout prior to first O.C. of the project and completion Certificate from concerned authorities to be submitted before final O.C.
19. NOC from respective department regarding no tree cutting is to be submitted prior to C.C.
20. Undertaking to be submitted for exemption under MOEF ACT for environmental clearance prior to C.C.
21. Solar water heating system / Rain water harvesting shall be implemented in the lay-out prior to O.C. of the work.
22. Proposal is approved as per D.C. Regulations for IT user, any default in obtaining requisite permission, will be sole responsibility of Arch./ developer.

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO CONASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL & TOWN PLANNING ACT. 1966



Your's faithfully,

[Signature] *Shrawan Gopal*
Executive Engineer,
Town Planning Department,
Municipal Corporation The City of Thane





THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SUDHARITA SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CERTIFICATE

आय.टी.इमारत विंग 'ए' व 'बी' - तळघर + पोडियम + ९ मजले
रहिवास इमारत क्र. १ - तळघर + पोडियम + स्टीलट + २७ मजले
रहिवास इमारत क्र. २ - तळघर + पोडियम + तळमजला + २७ मजले

V. P. NO. २००७/५०

TMC / TDD/०४

Date : ०८/०४/२०१३

To, Shri/Smt. मे. आर्किटाईप कन्सलटन्ट (इ) प्रा.लि. (Architect)

Shri. मे. सिमट्रूस लिमिटेड (Owners)

With reference to your application No. ८८२३ dated १८.०१.२०१३ for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरीलप्रमाणे in village पांचपाखाडी Sector No. ४ Situated at Road / Street S.No. / C.T.S. No. / F.P. No. २६/पै, ७२/पै, ७२/८पै, ७२/९पै, ७४/पै, ७५/१, ७५/२, ७६

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.

५. अपिनशमन विभागाकडील अंतिम ना हरकत दाखला आय.टी. इमारतीमा चाप्र॒ घराना देणेपूर्वी सादर करणे आवश्यक.
६. आय.टी. इमारत विंग ए व बी च्या वापर नसलेल्या मजल्यांवर पैसेजचे क्षेत्रांमध्ये व अंतर्गत बांधकामामध्ये विना मंजूरी बदल करता येणार नाही व त्या संदर्भात सादर केलेला Indemnity Bond विकासकावर बंधनकारक राहील.
७. पार्ट वापरपरवाना क्र. ठामपा/शविवि/२८९ दि. ०३/०१/२०१२ मधील सर्व अटी बंधनकारक राहतील.
८. सुधारीत परवानगी/सी.सी. क्र. ठामपा/शविवि/८६ दि. १८/०६/२०११ मधील सर्व अटी बंधनकारक राहतील.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966.

सावधान

"मंजूर उत्तमतमात्र द्यांच्यान न करणे तसेच विकास क्षेत्रात नियमानुसार आवश्यक त्या परदानामा न करणे आवश्यक त्यामध्ये, भारातीय प्रादेशीक नगर राज्य अधिनियमाचे छलम वर अनुसार दखलपात्र गुंजा आहे. त्यासाठी लास्टोने जास्त इ वर्षे कैद द रु. ५०००/- देणे होते. इ वर्षे."



Yours faithfully,

कार्यकारी अभियंता
शहर विकास विभाग
Municipal Corporation of
the city of, Thane.



pk X R
KKX
J

Pradip Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile: 9820501547
Email: pradipgarach@gmail.com

WHOMSOEVER IT MAY CONCERNED

Re: Property being land bearing situated at Village Panchpakhadi Taluka & District Thane in registration sub-district of Thane District Thane

Survey No.	Hissa No.	Area (sq.mts.)
74	Part	16889.00
75	1	8850.00
75	2	1060.00
76	-	7500.00
72	8 (pt.) 9(pt)	992.79
Portion of land of filled Nala (New S.No.526P)		2053.00
TOTAL		37344.79

1. I have in accordance with the instructions of my clients Simtools Private Limited erstwhile known as Simtools Limited having address at 2nd Pokhran Road, Thane and Lodha Elevation Buildcon Private Limited having address at 216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018, have investigated their Title to the captioned Property more particularly described in the First and Second Schedule hereunder written and proposed building under construction thereon. I had earlier investigated and certified Title of Simtools Private Limited to the said land based on the (i) Search Report from 1979 to 2008 of Sachin More, Search Clerk of Search taken in the Sub-Registrar of Assurance at Thane (ii) Search Report from 1978 to 2007 of Akshar Consultancy, Search Clerk of Search taken in the Sub-Registrar of Assurance at Thane and (iii) Search for the period 2005 to March 2009 by Title Investigator Mr. Satish Desai, xerox copies of the documents, record of rights, mutation entries. I give hereunder brief devolution of title of Simtools Private Limited and/or Lodha Elevation Buildcon Private Limited in respect of the captioned Property more particularly described in the First and Second Schedule hereunder written.

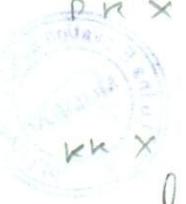
2.

PART I

SPECIFICS OF ABSOLUTE OWNERSHIP RIGHTS PURCHASED AND HELD BY THE SIMTOOL IN RESPECT OF LAND BEARING SURVEY NO.74 PART, 75/1, 75/2 AND 76 ("SAID FIRST LAND").

- a) By an Indenture dated 18th November 1964 made between Smt. Gopikabai Jagannath Satghare and others therein called "the Vendors" of the one part and Scottish Indian Machine Tools Limited ("SIMTL") therein called "the Purchaser" of the other part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.49/1965, the said Smt.Gopikabai Jagannath Satghare and others granted,

Page 1 of 6



Pradip Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile:9820501547
Email:pradipgarach@gmail.com

conveyed and sold unto the said SIMTL all that piece or parcel of land bearing Survey No.75/1, 75/2 and 76 admeasuring in aggregate 4 acres and 12 gunthas equivalent to 17410 sq.mts. or thereabouts in the manner and for the consideration specified therein and more particularly described Firstly in the First Schedule hereunder.

- b) By an Indenture dated 1st November 1965 made between Voltas Limited ("Voltas") therein called "the Vendor" of the one part and SIMTL therein called "the Purchaser" of the other part and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No.3362/1965, the said Voltas granted, conveyed and sold unto the said SIMTL all that piece or parcel of land being part of Survey No.74 admeasuring 20199 sq. yards equivalent to 16889 sq. mts. or thereabouts in the manner and for the consideration specified therein and more particularly described in the Secondly in the First Schedule hereunder written.
- c) By an Undertaking / Declaration dated 29/10/2007 executed and registered under No.TNN2-07859 of 2007 by Simtools Limited wherein Simtools Limited had handed over to Thane Municipal Corporation the said First Land comprised in Survey No. 74 Part, 75/1, 75/2 and 76 admeasuring 1363.39 sq. mts.
- d) By another Undertaking / Declaration dated 23/10/2008 executed and registered under No. TNN2-08952 of 2008 by Simtools Limited wherein Simtools Limited had handed over to Thane Municipal Corporation First Land comprised in Survey No. 74 Part, 75/1, 75/2 and 76 admeasuring 1416.96 sq.mts. instead of 1363.39 sq.mts. As such the area of set back is 1416.96 sq.mts. as mentioned under this undertaking.
- e) In the premises aforesaid, after deducting set back area admeasuring 1416.96 sq.mts. handed over to Thane Municipal Corporation out of the said First Land comprised in Survey No. 74 Part, 75/1, 75/2 and 76, the balance remaining area of First Land comprised in said survey numbers became 32882.04 sq.mts.
- f) By an Order dated 3rd April, 1980 passed by the State Government under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976, the State Government exempted said First Land being vacant land to the extent of 28,269.23 sq. mts. in the hands of the Simtools Limited, pursuant to the application for exemption made by Simtools Limited u/s. 20 of ULC & R Act, 1976.
- g) The aforesaid Exemption Order dated 03/04/1980 was amended by the Order dated 29/08/2007 wherein State Government withdrawn stipulated period of 15 years in the said Exemption Order and same was revaluated on the terms and conditions stated therein.
- h) By an Order dated 30th June 1984 passed by Competent Authority, Thane Urban Agglomeration u/s. 8 (4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Competent Authority has declared that the said First Land comprised in Survey No.74, 75 and 76 to the extent of 28,932.80 sq.mts. has been vacant land out of 28,269.23 sq. mts. which is exempted under Section 20 as referred in preceding sub-clause (f) and (g).

Page 2 of 6



Pradip Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile:9820501547
Email:pradipgarach@gmail.com

- i) By Order dated 6th October, 2007 passed by Collector, Thane under Section 44 of Maharashtra Land Revenue Code, 1966, the Collector has permitted Simtools Limited to use the said First Land to the extent of 30,382.03 sq.mtrs. for IT and other Non-Agriculture purpose, out of 34,298.99 sq. mts., after deducting area under D.P. Road (i.e. 1416.96 sq. mtrs) and RG (2500 sq.mtrs.) in terms of sanctioned plan by Thane Municipal Corporation, for Non-Agricultural purposes on the terms and conditions stated therein.
- j) The State Government has formed a policy under which certain relaxation are given from several statutes in respect of the said land on which IT Park proposed to be constructed. The policy is enumerated in Government Resolution (G.R.) bearing G.R.No.ITP-2003/CR-3311/2006-07 dated 12/07/2003. Under the policy and circular, provisions of Urban Land (Ceiling & Regulation) Act, 1976 which includes Order u/s. 20 of Urban Land (Ceiling & Regulation) Act, 1976 and restriction contained therein as well as Exemption Order thereto, would not be applicable in respect of the said land meant for construction of IT Park. Thus, any condition of non-alienability imposed in Order passed u/s 20 read with exemption thereto, under the provisions Urban Land (Ceiling & Regulation) Act, 1976 is not applicable to the said land and stands eliminated.

3.

PART II

SPECIFICS OF DEVELOPMENT RIGHTS ACQUIRED AND HELD BY THE SIMTOOL IN RESPECT OF LAND BEARING SURVEY NO.72/9, 72/7 AND 72/8 ("SECOND LAND")

- a) By Indenture dated 4th May, 1964 executed and registered under No.934/1/9 of 1964 on 18th July, 1964 between 1) Smt. Gopikabai Jagannath Satghare, 2) Shri. Vinayak Jagannath Satghare, 3) Shri. Chandrakant Jagannath Satghare, 4) Vasudev Jagannath Satghare, 5) Madan Jagannath Satghare, 6) Sadashiv Jagannath Satghare, 7) Shamrao Jagannath Satghare, 8) Ramakant Jagannath v Satghare, 9) Dinkar Jagannath Satghare, 10) Prabhakar Jagannath Satghare as the Party of the One Part and Voltas Limited as the Party of the Other Part, the said Chandrakant Jagannath Satghare and Others sold and conveyed the Property bearing Survey No. 72/9 admeasuring 180.00 sq. mts. in favour of Voltas Limited as shown in the Mutation Entry No.2487.
- b) By Indenture dated 4th May, 1964 executed and registered under No.933/1/9 of 1964 on 18th July, 1964 between 1) Shri. Laxman Vinayak Bhave, 2) Smt. Kusum Laxman Bhave, 3) Vijaya Laxman Bhave as the Party of One Part and Voltas Limited as the Party of the Other Part, the said Laxman Vinayak Bhave and Others sold and conveyed the Property bearing Survey No. 72/8 admeasuring 3140.00 sq. mts. in favour of Voltas Limited as shown in the Mutation Entry No.2490.
- c) By Indenture dated 23rd December, 1964 executed and registered under No.123/2/10 of 1965 between Saint John the Baptist Church of Thane, a public Charitable Trust registered under the Bombay Public Trust Act, 1950 represented by its then priest, Vicar and Trustee Reverend Father A.P. D'souza as the Party of the One Part and

Page 3 of 6



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Voltas Limited as the Party of the Other Part, the said Trust sold and conveyed the Property bearing Survey No. 72/7 admeasuring 8020 sq. mts. in favour of Voltas Limited as shown in the Mutation Entry No.2658.

- d) By an Order No.CB/LBP.SR-1828 dated 21st March, 1961 Collector of Thane had granted Voltas Limited inter alia Nala land on the terms and conditions stated therein.
- e) By Development Agreement dated 12th November 2007 executed and registered under No.8207 of 2007 on 12/11/2007 between Voltas Limited as the Owner of the One Part and Simtools Limited as the User / Developer of the Other Part, the Voltas has granted to Simtools Ltd. and Simtools Ltd. has acquired from Voltas Limited user and development rights in respect of land bearing S.No. 72/8P, 72/7P, 72/9P admeasuring 1173 sq. mts. and Old Nala bearing New S.No.526P admeasuring 2053 sq. mts. aggregating in all 3225 sq. mtrs. or thereabouts more particularly described in the Second Schedule hereunder written for valuable consideration and on terms and conditions stated therein.
- f) Subsequently, by a Rectification Agreement dated 13th March, 2009 entered into and executed between Voltas Limited as the Owner of the One Part and Simtools Limited as a User / Developer of the Other Part, the Development Agreement dated 12th November, 2007 referred in preceding paragraph was modified to the extent that Second land area admeasuring 156.40 sq.mts out of 180.21 sq.mts. forming a portion of Survey No. 72/7 Part was deleted as delineated in red ink on plan annexed thereto. Accordingly, the schedule to the said Development Agreement stands amended on the terms and conditions stated therein.
- g) Thereafter, by another Rectification Agreement dated 26th March, 2009 entered into and executed between Voltas Limited as the Owner of the One Part and Simtools Limited as a User / Developer of the Other Part, the Development Agreement dated 12th November, 2007 read with Rectification Agreement dated 13th March, 2009 in preceding paragraph was once again modified to the extent that Second Land area admeasuring 23.81 sq.mts being the remaining balance area out of 180.21 sq.mts. forming a portion of Survey No. 72/7 Part was deleted as delineated in red ink on plan annexed thereto and schedule to the said Development Agreement stands amended on the terms and conditions stated therein.
- h) In the premises aforesaid, the area of development rights under the Development Agreement remained to the extent of 3045 sq.mts. or thereabouts.
- i) By an Order bearing No.ULC/TA/T-1/Thane/SR 498 dated 13th May, 2003 passed by the Additional Collector and Competent Authority stating therein the said portion of Second Land admeasuring 3045 sq. mtrs. is not a surplus land held by Voltas Limited in view of the fact that Voltas is holding exemption under section 20 of the ULC Act.
- j) Further the said Second Land (excluding Nalla Land) are permitted to be used for industrial purpose by Collector Thane and therefore be deemed as non-agricultural purpose.



Pradip Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments,
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Mobile:9820501547
Email:pradipgarach@gmail.com

- k) Thereafter, by Order bearing No.Revenue/K-1/T1/LBP/KV 25257/7 dated 1st November, 2007, the Nalla Land is allowed to be used for redevelopment of the IT Park.
- l) Besides, I confirm that the proceedings mentioned in the recital of Development Agreement does not relate to the said Second Land more particularly described in Third Schedule hereunder written.
4. Simtools Limited was formerly known as Scottish Indian Machine Tools Limited ("SIMTL"). Thereafter by a fresh Certificate of Incorporation dated 1st December, 1976 the name of SIMTL was changed to Simtools Limited.
5. I am informed that there are no proceedings under the provision of the Urban Land (Ceiling and Regulation) Act, 1976 agasint the said First Land and Second Land as on date.
6. Simtools Private Limited has raised credit facilities on the security of the captioned Property and construction thereon from IDFC Limited under registered Mortgage Deed dated 26th March, 2009.
7. Subject to what is stated hereinabove, I am of the opinion that
- (i) Simtools Limited is absolutely entitled to the First Land bearing Survey No.75/1, 75/2 and 76 part of Survey No.74 in aggregate admeasuring 32,882.04 sq. metres or thereabouts more particularly described Firstly and Secondly in the First Schedule hereunder written as an absolute owner thereof.
- (ii) Simtools Limited has acquired development rights in respect of the said Second Land bearing S.No. 72/8P, 72/7P, admeasuring 992.79 sq. mts. and Old Nala bearing New S.No.526P admeasuring 2053 sq. mts. aggregating in all 3045.79 sq. mts. or thereabouts. more particularly described in the Second Schedule hereunder written.
8. It is to be noted that the said First Land and Second Land is already developed by constructing buildings thereon containing flats, units and such other premises in accordance with the sanctioned plan design and specification.
9. Under Articles of Association of Simtools Private Limited, it is observed that shares of Simtools Private Limited are earmarked commensurate with the premises of the building proposed to be constructed on the said First and Second Land. Such shares and the premises are referred therein as "Designated Shares" and "Designated Units" respectively. The entire share capital of Simtools Private Limited is held by Lodha Elevation Buildcon Private Limited. Thus, Lodha Elevation Buildcon Private Limited with the confirmation of Simtools Private Limited is entitled to deal with the Designated shares in respect of the Designated Units to prospective purchasers in the proposed building being constructed on the said First Land and Second Land.

Page 5 of 6



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THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF FIRST LAND)

FIRSTLY : ALL THOSE PIECES or parcels of lands situated in the village of Panchpakhadi and registration District and Sub-District of Thane, bearing Survey No.75 Hissa No.1 admeasuring 8850 sq.mts., Survey No.75 Hissa No.2 admeasurig 1060 sq.mts. and Survey No.76 admeasuring 7500 sq.mts. Survey No.75 Hissa No.1 and 2 are bounded on the North by Nalla, on the East by Survey No.74, on the South by Survey No.76 and on the West by Survey No.502A and Survey No.76 is bounded on the North by Survey No.75 on the East by Survey No.74, on the South by Survey No.77 and the West by Survey No.121.

SECONDLY : ALL THOSE piece or parcel of non-agricultural land or ground situate lying and being in the Village of Panchpakhadi in the Registration District and Sub-District of Thane, being part of Survey No.74 (Part) and admeasuring 20,199 sq. yards i.e. 16889 sq.mts. or thereabouts and bounded as follows, that is to say, on or towards the North by the Nalla and part of Survey No.72 Hissa No.8 and Hissa No.9, on or towards the South by Survey No.77 and part of Survey No.74, on or towards the East by Survey No.73 and part of Survey No.74 and the Nulla, on or towards the West by Survey No.75 and Survey No.76.

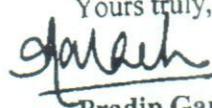
THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF SECOND LAND)

Land admeasuring 3045.79 sq. mts. approx. in Village Panchpakhadi, Thane

S.No.	Hissa No.	Sq.mts.	Title Document
72	8 (Part) 9 (Part)	992.79	Indenture dated 4 th May, 1964 executed between Shri Laxman Vinayak Bhave & Ors. and Voltas Limited.
Old Nala (New S.No. 526 Part)		2053	Order No. CB/LBP.SR-1828 dated 21 st March 1961
	Total	3045.79	

Dated this 26th day of March, 2013

Yours truly,

Pradip Garach
Advocate High Court Bombay

Page 6 of 6



Pradip Garach
Advocate
High Court, Bombay

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TO WHOMSOEVER IT MAY CONCERN

1. This has reference to my Report on Title dated 26th March, 2013 in respect of the land stated therein owned by Simtools Limited.
2. With regards to exempted land under sub-section (1) of section 20 of the Urban Land (Ceiling and Regulation) Act of 1976, I opined as follows :
3. The Urban Land (Ceiling and Regulation) Act, 1976 is an Act of Parliament, which is enacted with a view to take measures for exercising social control over the scarce resource of urban land, to ensure its equitable distribution among the various sections of Society and also to avoid speculative transactions relating to land in urban agglomerations. In the principal Act, the ceiling limits are fixed in urban agglomerations in the schedule and a mechanism is provided to determine the excess vacant land in urban agglomerations. Under Section 20 of the said Act, the Government is empowered to exempt vacant land subject to such conditions as may be specified in the order. Section 20(2) of the principal Act empowers the Government to withdraw the exemption in cases where conditions imposed in the orders granting exemption under Section 20(1)(a) and (b) are not complied with.
4. The aforesaid Act is repealed by Act 15 of 1999 i.e. the Urban Land (Ceiling and Regulation) Repeal Act, 1999. From a perusal of the objects and reasons of this Repealing Act, it is clear that the principal Act was repealed, as it has failed to achieve object that was expected of it.
5. The Urban Land (Ceiling and Regulation) Repeal Act, 1999 is adopted by the State of Maharashtra by notification dated 1st December, 2007.
6. From a perusal of the aforesaid provisions under Sections 3 and 4 of the Urban Land (Ceiling and Regulation) Repeal Act of 1999, it is clear that the orders granting exemption under sub-section (1) of Section 20 of the principal Act are saved. It is also clear from a perusal of the provision under Section 3(1)(c) of the Repealing Act that repeal of the principal Act shall not affect any payments made to the State Government as a condition for granting exemption under sub-section (1) of Section 20 of the principal Act. But, at the same time, the provision under sub-section (2) of Section 20 is not saved. Section 20(1) of the principal Act empowers the Government to exempt any land subject to certain conditions, but under sub-section (2) of Section 20 of the principal Act, the Government was empowered to withdraw such exemption in cases where conditions are violated.



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harmonious reading of the provisions under Sections 20(1) and 20(2) of the principal Act, coupled with Section 3 of the Repealing Act, makes it clear that the order granting exemption is saved only with a view to avoid repayment of any amounts collected by the State Government, while granting exemptions. When the principal Act itself is repealed on the ground that it has failed to achieve the objective expected of it, the condition imposed in the Order granting exemption shall, in my opinion, not continue to operate. In the absence of any saving clause, saving sub-section (2) of Section 20 of the principal Act. I reiterate that it will not be permissible for the Government to initiate any action for resuming surplus land under section 10 of the Principal Act on the ground that the conditions imposed under section 20 (1) thereof have been breached/not complied with, after coming into force of the Urban Land (Ceiling and Regulation) Repeal Act, 1999. In the absence of such power, and further, in view of the Repealing Act itself, the conditions imposed in the order granting exemption, have become unenforceable and are non-est. In this regard, I may also refer to the recent judgement of Hon'ble the Bombay High Court in the case of Manik M. Ragit V/s. State of Maharashtra [2013(2) Mh.LJ Page 224] in which it has been observed as under :-

"....Therefore looking at the matter this way, even if the scheme has not been implemented or the exemption has been withdrawn, this judgement holds that the respondent could resort to section 10 of the Un-repealed Act. That having not been done in the case before us we are of the view that, the controversy is covered by the judgment of this Court in the judgement of Vithabai's case."

7. Thus, in my view the land in question becomes free hold land and released in view of the repealed act.

Dated this 12th day of November, 2013

Yours truly,

Pradip Garach

Advocate High Court, Bombay

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Pradip Garach
Advocate
High Court, Bombay

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WHOMSOEVER IT MAY CONCERNED

Re: Property being land bearing situated at Village Panchpakhadi Taluka & District Thane in registration sub-district of Thane District Thane

Survey No.	Hissa No.	Area (sq.mts.)
74	Part	16889.00
75	1	8850.00
75	2	1060.00
76	-	7500.00
72	8 (pt.) 9(pt)	992.79
Portion of land of filled Nala (New S.No.526P)		2053.00
TOTAL		37344.79

- I have issued detailed Report on Title dated 26th March 2013 and 12th November 2013 in respect of the captioned Property wherein it is inter alia stated that my client Simtools Private Limited is entitled to the First Land more particularly described therein as absolute Owner thereof and have acquired development rights in respect of the Second Land mentioned therein. Accordingly my client have also constructed building containing flats, units and other premises on the said First and Second Land.
- Lodha Elevation Buildcon Private Limited is holding the entire share capital of Simtools Private Limited. Thus, Lodha Elevation Buildcon Private Limited with the confirmation of Simtools Private Limited is entitled to deal with the Designated shares in respect of the Designated Units to prospective purchasers in the proposed building being constructed on the said First Land and Second Land more referred therein.
- The Mortgage referred to in my Report on Title dated 26th March 2013 under Clause 6 has been redeemed and repaid and thereupon by Deed of Re-conveyance dated 7th February 2014 executed and registered under No.TNN9-867/2014 by IDFC of the One Part and Simtools Limited of the Second Part, Lodha Elevation Buildcon Private Limited of the Third Part and Voltas Limited of the Fourth Part, whereunder IDFC has released and re-conveyed the said mortgaged property to Simtools Private Limited.
- In the course of a time, Lodha Elevation Buildcon Private Limited has registered Mortgage in favor of PNB Housing Finance Limited for 6 unsold units (Unit No.701 and 702 of Wing A and 5th, 6th, 7th and 8th floor of Wing B) "Mortgaged Units" total admeasuring saleable area of 26,775 sq. metres in the Building known as Lodha I

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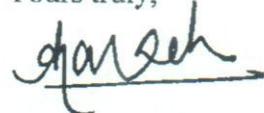


Think Techno Campus as well as hypothecation of present and future receivables in respect of the said mortgaged units.

5. Further, for the purpose of raising construction finance, there is a agreement and arrangement between Lodha Dwellers Private Limited (Borrower Entity) and Lodha Elevation Buildcon Private Limited and Simtools Private Limited (Co-Borrower Security Provider) with PNB Housing Finance Limited whereby the said Mortgaged Units is also provided as a Security for loan to Lodha Dwellers Private Limited for other projects at Thane subject to always exclusive charge in favour of PNB Housing Finance Limited mentioned in Clause 4 hereinabove.
6. Save as aforesaid, there is no any other material changes taken place which will adversely affect the title of development rights of my client in respect Property A and B hereinabove mentioned and construction thereon.
7. Subject to aforesaid mortgages, I hereby confirm that Simtools Private Limited is entitled to the said land and construction thereon as Owner/Developer and Lodha Elevation Buildcon Private Limited is entitled to deal with the designated units in the building corresponding to the designated shares of Simtools Private Limited.

Dated this 29th day of September, 2014

Yours truly,



Pradip Garach
Advocate High Court Bombay

Rek *

KK *

J



Pradip Garach
Advocate
High Court, Bombay

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L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile: 9820501547
Email: pradipgarach@gmail.com

WHOMSOEVER IT MAY CONCERNED
Re: Property being land situated at Village Panchpakhadi, Taluka & District Thane in Registration Sub-District of Thane, District Thane bearing following survey numbers:

Survey No.	Hissa No.	Area (sq.mts.)
74	Part	16889.00
75	1	8850.00
75	2	1060.00
76	-	7500.00
72	8 (pt.) 9(pt)	992.79
Portion of land of filled Nala (New S.No.526P)		2053.00
TOTAL		37344.79

1. This has reference to my earlier Report on Title dated 26th March 2013 and Supplemental Reports dated 12th November 2013 and 29th September 2014 in respect of the captioned Property.
2. In my Supplemental Report on Title dated 29th September 2014 it is inter alia stated that :
 - (i) Lodha Elevation Buildcon Private Limited has registered a mortgage in favour PNB Housing Finance Company Limited interalia in respect of 6 unsold units viz. Unit No.701 and 702 of Wing A and 5th, 6th, 7th and 8th floors of Wing B of the Building known as Lodha i-Think Techno Campus ("the said Building") constructed on the captioned Property, being provided as security for due repayment of loan sanctioned to Palava Dwellers Private Limited (earlier known as Lodha Dwellers Private Limited).
 - (ii) PNB Housing Finance Limited has now now by letter dated July 28, 2015 granted its no objection for sale of the entire 7th floor of Wing A & B in the aforesaid Building to the prospective buyer.
 - (iii) By virtue of the said letter dated July 28, 2015, Lodha Elevation Buildcon Private Limited with the confirmation of Simtools Limited is entitled to deal with and dispose of the said entire 7th floor of Wing A and B of the aforesaid Building to the prospective buyer subject to the terms and conditions as mentioned therein.

Dated this 01st day of August 2015

Yours truly,

Pradip Garach
Advocate High Court Bombay

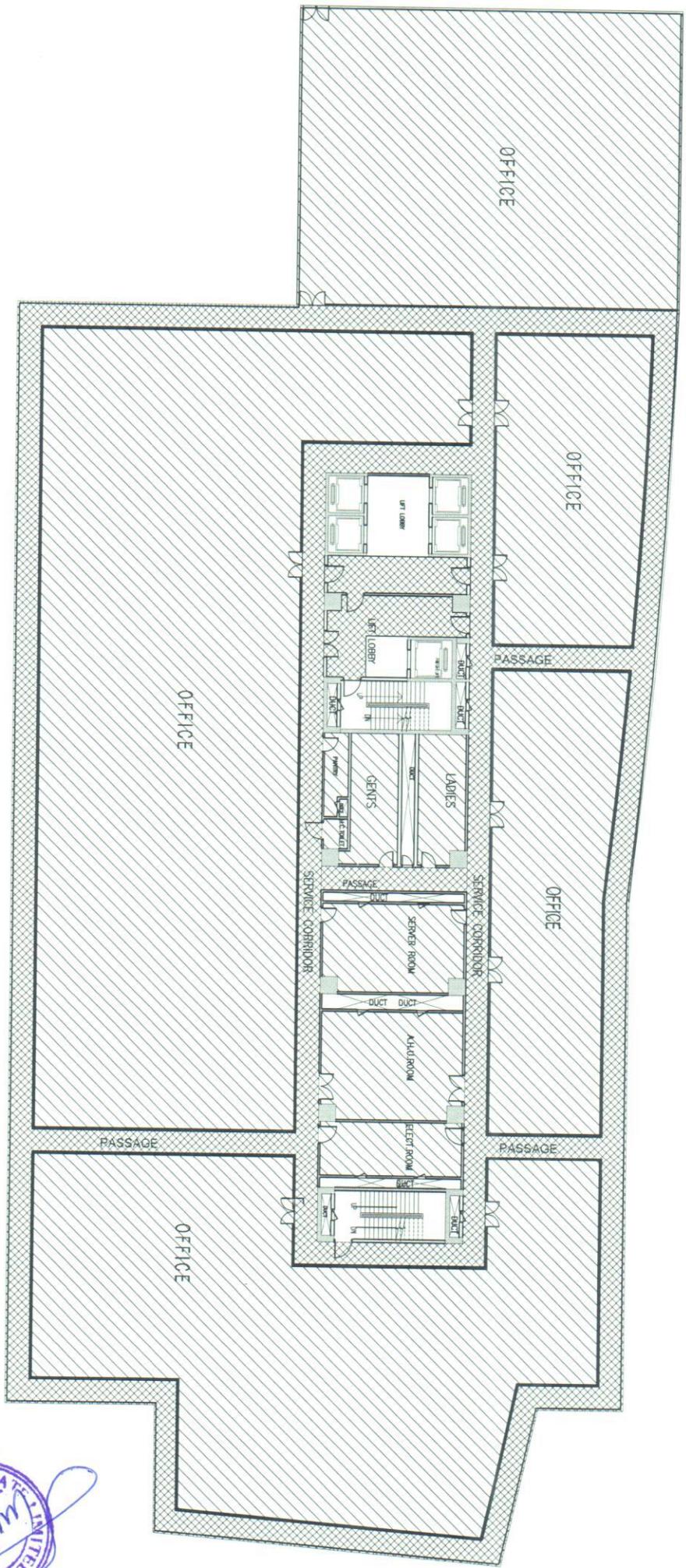
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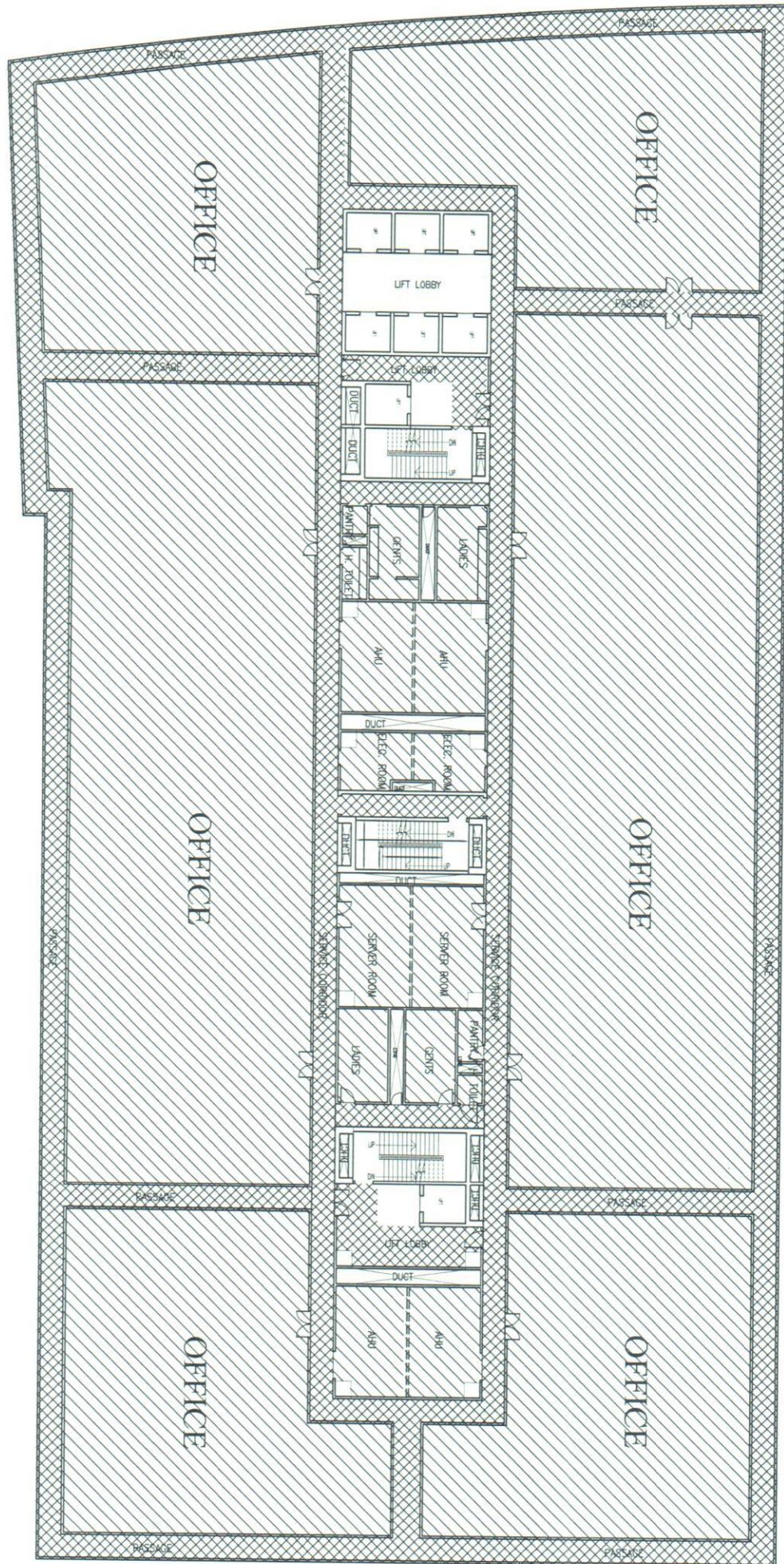
7th FLOOR - I THINK THANE(SIMTOOLS) 'B' WING



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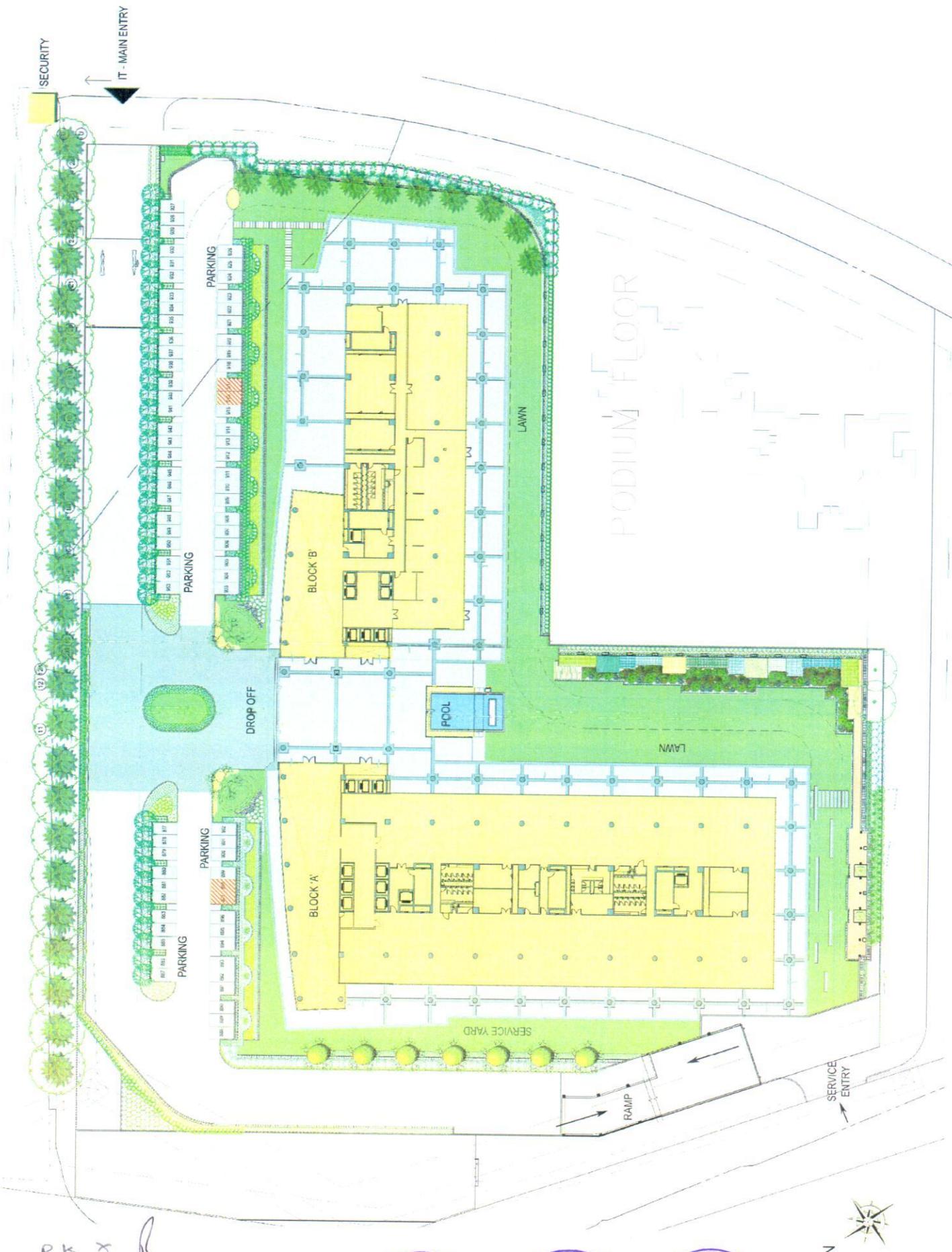
7th FLOOR - I THINK THANE(SIMTOOLS) 'A' WING



P k x R

kkx

8A



8 A

GROUND FLOOR PLAN



Annexure - 9



Finance Limited

Ghar Ki Baat

July 28, 2015

M/s Pallava Dwellers Pvt. Ltd.
412, Floor-4, 17G Vardhman Chambers,
Cawasji Patel Road, Horniman Circle, Fort,
Mumbai - 400001

Dear Sir,

Reference: Issuance of NOC for Sale of Unit/Floor No. 7th, Wing 'A' & 'B' in the Project "I-Think Techno Campus" (Units) at Thane mortgaged with PNB Housing Finance Limited

We refer to your discussion, which we had with you as regard to captioned matter.

As informed by you, the captioned Units are proposed to be sold to Mrs Pragna Kirti Kedia and/or her Nominees.

Accordingly, as per terms of sanction, we hereby request you to deposit an amount of Rs. 23,83,29,600/- (Rupee Twenty Three Crore Eighty Three Lacs Twenty Nine Thousand and Six Hundred Only) in PNBHFL current account, the details whereof are set out herein below:

Name of Beneficiary	PNB Housing Finance Limited
Our RTGS / IFSC Code	PUNB0013100
BANK	PUNJAB NATIONAL BANK
BRANCH	74, JAN PATH, DELHI - 110001
A/C No.	3097008700006127

We hereby confirm that upon receipt of the aforesaid amount of Rs. 23,83,29,600/- (Rupee Twenty Three Crore Eighty Three Lacs Twenty Nine Thousand and Six Hundred Only) in PNBHFL's Current A/C, as mentioned above, the charge of PNBHFL in relation to the said Units shall stand as released and PNBHFL shall have no claim of any nature whatsoever in relation to the said units.

This is for your information and necessary compliance.

For PNB Housing Finance Limited
Authorized Signatory
28/7/15

पंजीकृत कार्यालय: १८वीं मंजिल, अंतरिक्ष भवन, 22, कस्तुरबा गांधी मार्ग, न्यू दिल्ली - 110001
Regd. Office: 9th floor, Antriksh Bhavan, 22 Kasturba Gandhi Marg, New Delhi - 110 001
Phone: 011-23736857, Email: loans@pnbfhl.com, Website: www.pnbfhl.com
CIN: U65922DL1988PLC033856



September 16, 2015

M/s Pallava Dwellers Pvt. Ltd.
412, Floor-4, 17G Vardhman Chambers,
Cawasji Patel Road, Horniman Circle, Fort,
Mumbai -400001

Dear Sir,

Reference: Issuance of NOC for Sale of Unit/Floor No. 7th, Wing 'A' & 'B' in the Project "I-Think Techno Campus" (Units) at Thane mortgaged with PNB Housing Finance Limited

We refer to your discussion, which we had with you as regard to captioned matter.

As informed by you, the captioned Units are proposed to be sold to Mrs Pragna Kirti Kedia and/or her Nominees.

Accordingly, as per terms of sanction, we hereby request you to deposit an amount of Rs. 23,83,29,600/- (Rupee Twenty Three Crore Eighty Three Lacs Twenty Nine Thousand and Six Hundred Only) by 30th September 2015 in PNBHFL current account, the details whereof are set out herein below:

Name of Beneficiary	PNB Housing Finance Limited
Our RTGS / IFSC Code	PUNB0013100
BANK	PUNJAB NATIONAL BANK
BRANCH	74, JAN PATH, DELHI -110001
A/C No.	3097008700006127

We hereby confirm that upon receipt of the aforesaid amount of Rs. 23,83,29,600/- (Rupee Twenty Three Crore Eighty Three Lacs Twenty Nine Thousand and Six Hundred Only) by 30th September 2015 in to PNBHFL's Current A/C, as mentioned above, the charge of PNBHFL in relation to the said Units shall stand as released and PNBHFL shall have no claim of any nature whatsoever in relation to the said units.

This is for your information and necessary compliance.

For PNB Housing Finance Limited

 Authorised Signatory

पंजीकृत कार्यालय: 9वीं मंजिल, अंतरिक्ष भवन, 22, कस्तूरबा गाँधी मार्ग, न्यू दिल्ली – 110001
 Regd. Office: 9th floor, Antriksh Bhavan, 22 Kasturba Gandhi Marg, New Delhi - 110 001
 Phone: 011-23736857, Email:loans@pnbfhl.com, Website:www.pnbfhl.com
 CIN: U65922DL1988PLC033856

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SIMTOOLS PVT. LTD.

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

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 15TH SEPTEMBER, 2015

"RESOLVED THAT the consent of the Board be and is hereby accorded to sell 38,917 fully paid-up equity shares the Company as tabled below:

Sr.No	No of Shares	Distinctive Nos	Share Certificate No
1	21797	180080-201876	15
2	14900	20080-25079	24
		100080-100279	
		60-69	
		101580-106079	
		117080-119579	
		106080-108569	
		461560-461609	
		461610-461659	
		461660-461709	
		461710-461759	
3	2220	286080-287079	29
		262080-263079	
		299430-299529	
		298930-299029	
		298930-299029	
		298630-298649	
Total	38917		

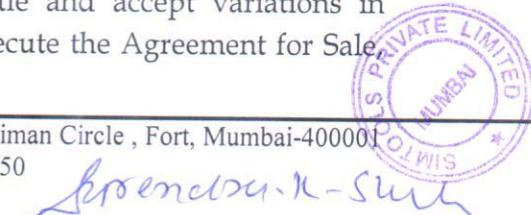
with its entitlement to the Office on 7th floor of A and B Wing of 'i-Think Techno Campus' situated at Off Pokhran Road No. 2, behind TCS, close to Eastern Express Highway, Thane (West) - 400607, admeasuring in aggregate 91695.7 sq. ft. to M/s. Trilokesh City Developers LLP (Purchaser) at such consideration and upon such terms and conditions as detailed out in the Transaction Note, placed before the Board.

RESOLVED FURTHER THAT the draft Agreement for Sale proposed to be entered inter-alia between the Company, Elevation Buildcone Private Limited ("Propose Seller"), Voltas Limited (the "Confirming Party") and the Purchaser be and is hereby approved and Mr. Surendran Nair and Mr. Maninder Chhabra Authorised Signatories be and are hereby severally authorized to negotiate, re-negotiate, finalize, settle and accept variations in transaction terms and Agreement for Sale and to sign and execute the Agreement for Sale.

Regd. Off.: 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle , Fort, Mumbai-400001

Tel.: +91.22.23024400 Fax: +91.22.23024550

CIN No. U99999MH1964PTC012859



A circular purple ink stamp. The outer ring contains the text "SIMTOOLS PRIVATE LIMITED" at the top and "MUMBAI" at the bottom. In the center, there is handwritten text that appears to be "Surendran Nair - S.N."

SIMTOOLS PVT. LTD.

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

transfer deed(s) and all other ancillary documents, deeds, letters as may be necessary in this regard on behalf of the Company, subject to the contents of the said Transaction Note.

RESOLVED FURTHER THAT the aforesaid Authorised Signatories of the Company be and are hereby severally also authorised to do all such acts, deeds and things as may be necessary to complete the registration of the above stated documents with the Sub-Registrar of Assurances and / or such other authority as may be required.

RESOLVED FURTHER THAT the Common Seal of the Company, if required be affixed to all such documents, undertakings or writings as may be required to be executed under the Common Seal in presence of any one of the signatories authorized above in accordance with the provisions of Articles of Association of the Company, who shall sign the same in token thereof;

RESOLVED FURTHER THAT in accordance with the provisions of Section 21 of the Companies Act, 2013, Directors of the Company be and are hereby severally authorized to issue a 'true copy' of this resolution to the concerned authorities / parties as may be necessary and they be authorized to act thereon."

For Simtools Private Limited

Surendra-K-Shah
Surendra Shah
Director
(DIN: 02254080)



Date: 29th September, 2015

LODHA ELEVATION BUILDCON PVT. LTD.

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

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DIRECTORS OF THE COMPANY ON 15TH SEPTEMBER, 2015

"RESOLVED THAT the consent of the Board be and is hereby accorded to sell 38,917 fully paid-up equity shares in Simtools Pvt. Ltd., as tabled below:

Sr.No	No of Shares	Distinctive Nos	Share Certificate No
1	21797	180080-201876	15
2	14900	20080-25079	24
		100080-100279	
		60-69	
		101580-106079	
		117080-119579	
		106080-108569	
		461560-461609	
		461610-461659	
		461660-461709	
		461710-461759	
3	2220	286080-287079	
		262080-263079	
		299430-299529	
		298930-299029	
		298930-299029	
		298630-298649	
Total	38917		

with its entitlement to the Office on 7th floor of A and B Wing of 'i-Think Techno Campus' situated at Off Pokhran Road No. 2, behind TCS, close to Eastern Express Highway, Thane (West) - 400607, admeasuring in aggregate 91695.7 sq. ft. to M/s. Trilokesh City Developers LLP (Purchaser) at such consideration and upon such terms and conditions as detailed out in the Transaction Note, placed before the Board.

RESOLVED FURTHER THAT the draft Agreement for Sale proposed to be entered inter-alia between the Company ("Propose Seller"), Simtools Private Limited (the "Simtools"), Voltas Limited (the "Confirming Party") and the Purchaser be and is hereby approved and Mr. Surendran Nair and Mr. Maninder Chhabra Authorised Signatories be and are hereby severally authorized to negotiate, re-negotiate, finalize, settle and accept variations in transaction terms and Agreement for Sale and to sign and execute the Agreement for Sale.



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transfer deed(s) and all other ancillary documents, deeds, letters as may be necessary in this regard on behalf of the Company, subject to the contents of the said Transaction Note.

RESOLVED FURTHER THAT the aforesaid Authorised Signatories of the Company be and are hereby severally also authorised to do all such acts, deeds and things as may be necessary to complete the registration of the above stated documents with the Sub-Registrar of Assurances and / or such other authority as may be required.

RESOLVED FURTHER THAT the Common Seal of the Company, if required be affixed to all such documents, undertakings or writings as may be required to be executed under the Common Seal in presence of any one of the signatories authorized above in accordance with the provisions of Articles of Association of the Company, who shall sign the same in token thereof;

RESOLVED FURTHER THAT in accordance with the provisions of Section 21 of the Companies Act, 2013, Directors of the Company be and are hereby severally authorized to issue a 'true copy' of this resolution to the concerned authorities / parties as may be necessary and they be authorized to act thereon."

For Lodha Elevation Buildcon Pvt. Ltd.



Samujjwal Ghosh
Director
(DIN: 06706967)



Date: 29th September, 2015

Anneexure 10.

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."

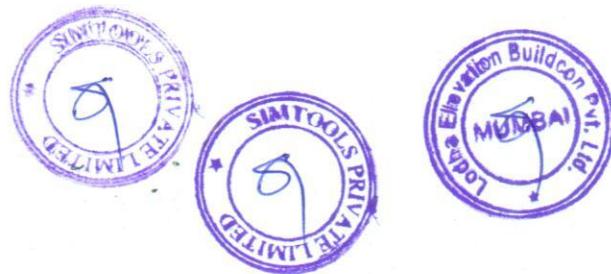
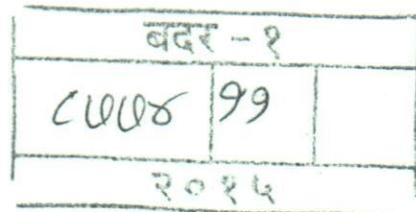
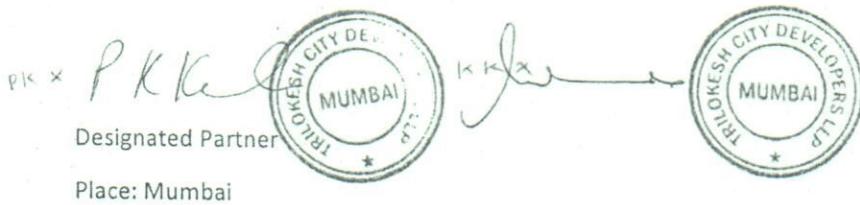
"Resolved further that permission of the Designated Partners be and hereby given to raising Debt for Financing Purchase of the above mentioned commercial property."

"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

P.K. x P.K. Kedia
Designated Partner
Place: Mumbai





महाराष्ट्र MAHARASHTRA



31 OCT 2007

द्रष्टव्यक्ति
प्रधान प्रमुख सचिव
प्रग्नात विभाग, म.

वक्त्रोंच ठिकाण : देतन होटेल सॉटर, शांग म. रोड
कल्याण अधिकारी पालाम, इंदौर, मध्य प्रदेश, भारत, L.N.D. 531004

अधिकारीका : 16796 फ़िल्म नं. 1/08

पात्र... VOLTAS LTD.

पात्र... Toshi

12 NOV 2007

AU 316200

12 NOV 2007

(मी. श. एव. विजय
स्ट्रिंग एंड)

IRREVOCABLE POWER OF ATTORNEY

BY M/S. VOLTAS LIMITED

TO M/S. SIMTOOLS LIMITED.

ON Dated 12th NOV, 2007, at, Thane



9933
92199105

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THIS PRESENTS SHALL COME:

We, Voltas Limited a Public Limited Company duly incorporated under the Indian Companies Act, 1913 having its registered office at Voltas House 'A', Dr. Babasaheb Ambedkar Road, Chinchpokli, Mumbai-400 033, through its authorized signatory Prashant Karkare SEND GREETINGS.

WHEREAS:

1. We are the Owners of all that piece or parcel of land, hereditaments and premises situated at Village Panchpakhardi, Taluka and District Thane, and total admeasuring 3225 sq.mtrs or thereabouts more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by red colour boundary line. The property mentioned in the Schedule hereunder written are hereinafter collectively referred to as "the said Property";
2. AND WHEREAS we have executed a Development Agreement dated 12/11/2007, (hereinafter referred to as "the said Agreement") in favour of Simtools Ltd. for development of the said property in favour of Simtools Ltd. and/or their nominees;
3. AND WHEREAS as per the terms and conditions of the said agreement dated 12/11/2007, we have agreed to execute the Power of Attorney in favour of the nominees of Simtools Ltd. 1) Shri Mangal Prabhat Lodha 2) Shri. Abhishek Lodha and (3) Shri. Abhinandan Lodha, to do and perform all acts, deeds, matters and things either jointly or severally in respect of the said property.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that We Voltas Ltd. through its duly authorized signatory Prashant Karkare do hereby irrevocably nominate, constitute and appoint 1) Shri Mangal Prabhat Lodha 2) Shri. Abhishek Lodha and (3) Shri. Abhinandan Lodha, nominees of Simtools Ltd. jointly or severally (hereinafter referred to as "our Attorneys") whose signatures are appended hereunder to act as our true and lawful Attorneys for us, in our name and on our behalf to do all or any of the following acts, matters and things:

1. To carry out development of the said property as contemplated by the said agreement and in accordance with the layout plan sanctioned by the Thane Municipal Corporation (hereinafter referred to as "T.M.C.").
2. To construct buildings and other structures on the said property in accordance with the building plans sanctioned by the T.M.C. consuming the entire F.S.I. potential generated by the said property as referred to in the said agreement and under the powers reserved under the said agreement.
3. To appear and approach the State Govt., Chief Minister and the concerned Ministry including the Collector of Thane, for permitting development of the said property, which is the subject matter of Order dated 21.03.1961 referred to in the said agreement and for that purpose to put up appropriate representation, correspond, make applications, sign and execute all necessary papers and documents requisite for the purpose referred to above and pursuant thereto pay premium, unearned income and other such charges, as directed, for permitting development of the said property as above.



4. To appear and approach the Collector of Thane, for permitting conversion of the said property from agricultural to non agricultural and for that purpose to put up appropriate representation, correspond, make applications, sign and execute all necessary papers and documents requisite for the purpose referred to above and pursuant thereto pay premium and other such charges, as directed, for permitting conversion of the land comprised in the said property.
5. To represent, correspond, make applications, file proceedings, affidavits and such other papers and documents before the Land Acquisition Officer and/or the T.M.C. constituted under the Land Acquisition Act to get the said property or portion thereof released from any acquisition proceedings.
6. To obtain Floor Space Index (F.S.I.) of other properties by way of Transferable Development Rights and utilize such F.S.I. on the said property. The Attorneys shall be entitled to purchase such F.S.I. of other properties on such terms and conditions, as the Attorneys shall deem fit and proper.
7. To surrender to the T.M.C. and/or any other Concerned Authority any area of the said property as shall be in setback and/or reservation and to obtain F.S.I. in respect thereof for utilizing the same on the said property in lieu of any monetary compensation. For the aforesaid purpose, to sign and execute such applications, documents, agreements, deeds and assurances on such terms and conditions laid down by the T.M.C. or any other concerned authorities.
8. To sign and execute all such applications, plans, papers, writings, documents, correspondence on our behalf and to appear for and represent us before the T.M.C., Urban Development and Public Health Department, Government of Maharashtra, Collector or any other Revenue Authority, The Tahsildar, Talathi etc., District Inspector of Land records or any other Land Record Authorities or the Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976 or any other Central Government Officers, Local or Public Bodies or any other person or persons or authorities concerned and the various departments and officers of the authorities mentioned hereinabove for any of the following purposes:-
 - a.) To prepare through the Attorneys Architects Building Plans and specifications for construction of building and structures on the said property with such modification and changes as our Attorneys may deem fit and to construct buildings and other structures on the said property in exercise of the powers reserved under the said agreement.
 - b.) In regard to all matters in connection with the said property as may be necessary during the various stages of development of the said property by construction of buildings thereon;
 - c.) To obtain I.O.D., Commencement Certificates, Occupancy Certificate/Completion Certificates from T.M.C. and other authorities in respect of such buildings and structures to be constructed on the said property and in this connection to sign all applications, papers, documents in that respect;



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- d) To obtain quota of Cement, Iron, Steel or any other controlled building or construction materials which may be necessary for the purpose of construction of the buildings and structures on the said property;
10. For any of the purposes mentioned above, to sign and make all applications, plans, affidavits, papers, undertakings, comply with the terms and conditions as may from time to time be thought necessary or as may be required by the authorities concerned in connection with the entire development of the property as contemplated under the said Agreement.
11. To deal and correspond with T.M.C., the Maharashtra Electricity Supply Company Limited and/or other bodies or authorities for obtaining electrical connection or connections (including making or putting up a Sub-Station) for and/or in respect of or relating to the construction of the said building and structures and for that purpose to sign all letters, applications, undertakings, comply with the terms and conditions and other papers as may from time to time be thought necessary or as may be required by the authorities concerned.
12. To hand over physical and legal possession of the said property or any portions thereof in favour of T.M.C., ULC. Authorities, State Govt. or any other Govt. or Semi Govt. Bodies or any Concerned Authorities.
13. To appoint Architects and/or R.C.C. Specialists and other professional as may from time to time be found necessary to carry out the aforesaid work of development of the said property as contemplated under the said agreement and to sign and execute letters of appointment or authority in their favour and to fix and pay their remuneration and at the pleasure and will of the said Attorney to discontinue services of such person or persons.
14. TO MAKE necessary applications to the Collector, Mamlatdar, Tahsildar, Municipality, Government of Maharashtra and other public and semi-public authorities and/or such other authorities as may be necessary for the said purpose of development and for the purposes set out hereinafter.
15. TO PAY the necessary charges, deposits, Assessments and apply for the refund thereof to the concerned authorities as the said Attorneys may think fit and proper.
16. TO CARRY out all the requisitions that may be made by T.M.C. or, any other authorities in connection with the building plans, revised building plans, layout plans, revised lay out plan that will be submitted by our said Attorneys to the Appropriate Authorities in pursuance of these presents.
17. TO MAKE necessary applications for water, sewerage, light and electric connection with the concerned authorities at the expenses of our said Attorneys and to obtain necessary orders pursuant thereof and to do all acts, deeds and things and to carry out and lay the water, sewerage, and electric connections, rain water drainage and other service lines.
18. TO ENGAGE and employ Surveyors, Engineers, Architects, R.C.C. Specialists, Designers, in connection with and for the purpose of development of the said property.
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19. TO PAY, settle, adjust and allow all accounts, claims and demands for quit, rent assessment repairs and other out goings in respect of the said buildings and structure to be constructed on the said property.
20. TO MAKE necessary applications under the Urban Land (Ceiling & Regulations) Act, 1976, (subject to compliance of the provisions of the said Act) for exemption, transfer of or otherwise of the said property in favour of our Attorneys or their nominees and for development thereof and for that purpose to make representations submit such applications, writings, undertakings as may be required and to prefer an appeal from the Order of the Competent Authority under the said Urban Land (Ceiling & Regulation) Act, 1976.
21. TO APPEAR and represent our interest before the Commissioners, Collector of Land Revenue and Asessor of Municipal Rates and Tax, Commissioner of Police and Municipal Officer, for the renewal or grant of license or permit or for the other purposes as may be necessary under the Local Acts or Rules and Regulations or before any public or Government Officer or authority whomsoever, in respect of the said property.
22. To institute, defend, compromise, settle, compound, or refer to arbitration withdraw or become non-suited any suits, appeals, applications or any other proceedings with respect to any matters relating to, in connection with or concerning the said property or any part thereof and for that purpose to sign, execute, verify, declare, or affirm any plaints, written statement, memos or appeal, petition, affidavits, representations or any other papers and/or proceedings or writings, represent and appear for us before any Court, Judicial or quasi Judicial Body or any other Authorities under the Slum Act or U.L.C. Act or Registrar or Co-operative Societies and to give and/or lead evidence for and / or on our behalf;
23. To accept, service of writ, summons, notice or any other processes issued by the Court, Authority or Officers having competent Jurisdiction for matters concerning the said property.
24. To engage Advocate, Pleaders, Lawyers, Solicitors or Legal Advisors for any legal matters relating to the said property or any part thereof and to fix their fees and to sign and execute in their favour the necessary Vakalatnamas or authorities and to discontinue services of such persons or any of them at the will and pleasure of our said Attorneys.
25. To declare and affirm all plaints, written statements, applications, petitions, affidavits and other necessary documents and to appear before any Court of Law, Magistrate or other officer empowered by law to hear any suit or proceedings or any other inquiry and represent us before any officials or authorities of the Land Records, Collectors Office, State Govt., Chief Minister or other Ministers and any other person/persons or authorities concerned and to correspond or deal with them and produce any deeds, documents, papers and particulars as may be required before such authorities.
26. To appear before the Sub-Registrar of Assurance at Thane or Bombay and lodge and admit execution of all agreements, documents including undertakings affidavits, declarations under the Indian Registration Act, 1902, executed by our Attorneys concerning the said property.



27. To submit to the T.M.C. and all Revenue Authorities, City Survey Authority, Town Planning Authorities, Maharashtra Suburban Electric Supply Company, Authorities appointed under the Urban Land (Ceiling and Regulations) Act, 1976, Development Authorities, Authorities of the Government of Maharashtra and/or of India and other concerned authorities and all its/their departments in accordance with their bye-laws, rules and regulations, such Scheme/s for development proposals, plan, layouts, amalgamations, sub-divisions of the said property and in respect of building and structures, to be constructed on the said property and for the aforesaid purposes to sign and execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents as may be required by and or all of the aforesaid authorities, their officers and departments and carry on correspondence with them for approving and sanctioning the said Scheme/s, proposals, plans, layouts, amalgamations, sub-division plans thereof in respect of the development of the said property for constructions of buildings on the said property and for I.O.D. Commencement Certificate, Drainage-Completion Certificate, Occupation Certificates and Building Completion Certificates and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection and other service connections and incidental matters and works which are required to be carried out and /or to be done for becoming eligible for grant of Building Permissions and Building Completion Certificate.
28. To make and prepare and/or cause to be made and prepared scheme/s, revised schemes for development of the said property, submits plans proposal for amalgamation of the said property with any other property (with the consent of the Owners) and of the revised layout or layout-cum-sub division and all such revised building plan, specifications, amendments, maps and designs and/or any alterations, amendments or changes, revisions in the building plans and/or building and layout specifications from time to time as may be necessary required and / or advisable for the purpose of constructing buildings and structures on the said property or the modifications thereof and obtain approvals and sanctions and permissions from the concerned authorities in respect of such revised plans and take all necessary steps incidental thereto.
29. To approach and represent ourselves before the D.I. L.R. and/or City Survey Office and to apply for certified copies of plans, to obtain survey of the said property for satisfaction of the areas, measurements, demarcations of boundaries, areas certificates, extracts etc. and to make, write and execute such applications, letters or documents as may be required for the purpose.
30. To perform and comply all the conditions that may be required to be complied and fulfilled in respect of obtaining T.D.R. benefits from the T.M.C. pertaining to the said property or its portions thereof as if we in ourselves would have done.
31. To transfer and assign the T.D.R. benefits generated from the said property that shall so be obtained by our Attorneys from the T.M.C., in favour of any third party or persons as our Attorneys shall deem fit and to receive consideration towards such assignment of the T.D.R. benefits from the third party or person and to appropriate such consideration so received to our Attorneys own benefit without being accountable to us. Pursuant to such assignment of T.D.R. benefits by our Attorneys to third parties, our Attorneys shall be entitled to sign, execute and submit such agreements, documents,



writings, on our behalf in favour of such third parties for effective transfer and assignment of T.D.R. benefits of the said property in favour of such third parties.

32. To file appeals before the higher officers or forum against the order of the Competent Authority refusing to grant the necessary No Objection to our Attorneys for non-application of the provisions of Chapter III of the Urban Land (Ceiling & Regulation) Act, 1976 to the said property or any part thereof. For the said purpose our Attorneys shall sign and submit such applications, appeal memos, forms, pleadings, affidavits that shall be required to be submitted to the Higher Authorities from the order of the Competent Authority.
33. To obtain for and give from the said property rights of way, access, rights to lay drains, water mains, electric cables, telephone telegraph cables etc. underground and over head as the case may be and for that purpose obtain and give and sign, execute and deliver all deeds, agreements, writings as may be necessary.
34. To represent ourselves before the Registrar of Co-operative Societies or Registrar of Companies and his superiors and subordinates for any of the purposes connected with the formation, incorporation and registration of a Co-Operative Society or Societies or Limited Company or Companies or Condominium of Apartments of the purchasers and / or acquirers of tenements and other premises in the buildings to be constructed on the said property and to sign and deliver all and any papers, applications, forms, writings, undertakings, and declarations which may be required to be signed by us as well as in connection with any inquiry or maintenance of records, meetings, minute or any other purposes whatsoever connected with and/or relating to the Co-operative Society/Societies or Limited Company/Companies/Condominium of Apartments to be formed by the acquirers of such premises in buildings on the said property.
35. To supervise the development work in respect of the building/s on the said property and to carry out and /or to get carried out through Contractors, Sub-contractors, and / or departmentally as per the instructions of the Attorneys in accordance with the plans and specifications sanctioned by the T.M.C. Authorities and other concerned authorities and in accordance with all the applicable rules and regulations made by the Government of Maharashtra, T.M.C. Authorities, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and / or other concerned Authorities, in that behalf for the time being.
36. To pay various deposits to the T.M.C. Authorities and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid and to give valid and effectual receipts in the names and on our behalf in connection with the refund of such deposits.
37. To execute in favour of T.M.C. Authorities and/or Electric Supply Company Limited, Land Acquisition Officer or other Concerned Authorities a conveyance and/or lease and other assurances in respect of any portions of the said property of Development Plan Roads, or Layout Roads or for the purpose as earmarked on the D. P. Plan and / or for enabling the Suburban Electric Supply Company Limited to put up and erect an Electric Sub-station for the supply of electricity to the said buildings or in respect of the reserved portions as earmarked on the D. P. Plan of T.M.C., and for the



purpose above to hand over physical and legal possession of any portions of the said property to such Authorities.

38. To make necessary representations including filing of complaints and appeals before the Assessor and Collector and other concerned authorities including in the appropriate Courts in regard to the fixation of ratable value in respect of the building/s on the said property and / or any portion thereof by the Assessor and Collector.
 39. To sign, declare, affirm, execute, deliver and give necessary letters, writings and undertakings, indemnities, and other necessary or required documents to the Fire Brigade Department, Aviation Departments and other concerned authorities for occupying the said buildings and /or obtaining necessary No Objection Certificate (NOC) from the said Departments in connection with the said buildings.
 40. To mortgage the said property or part or parts thereof by our Attorneys in favour of any other person or persons including financial institutions and banks for the purposes of raising finance to fund the entire development of the said property and for that purpose to sign execute and do in our names such acts, deeds and things writings, documents and mortgages provided that no personal liability will be attached to ourselves in respect of such mortgages and charges that our Attorneys shall execute and all liability there under shall be that of our said Attorneys and also to apply for and obtain certificate under the provisions of law, requisite for registration of the said mortgages and documents and comply with all the formalities for registration of the said mortgages and documents with the Sub-registrar of Assurances.
- To sell and dispose off / lease/ rent all or any of the flats, shops, units, garas, offices, parking spaces and other premises that may be constructed on the said property on ownership / lease / rent basis and / or in any other manner and at the price or for the amount that the Attorneys may think fit and proper and to collect and receive of and from the acquirers, occupants, leasees, renters or purchasers of such flats, shops, units, garas, offices, parking spaces and other premises the price of such flats, shops, units, garas, offices, parking spaces, and other premises that may be payable by such aforesaid person or persons and also to receive and collect or demand all outgoings and the rent from all such persons in respect of such flats, shops, garas, units, offices, parking spaces and other premises and for that act or purpose to make sign and execute and/or give proper and lawful discharges for the same. The Attorneys shall be entitled to receive the consideration / lease / rent amount out of the sale and disposal / lease / renting of the premises as above and appropriate the same to the Attorneys own benefit.
42. To execute from time to time agreements for sale / lease /rent of the said property or part/s thereof and/or agreements for sale / lease / rent on ownership or any other basis of flats, shops, garas, units, offices, garages, parking spaces and such other deeds and documents in respect of the said property or part or parts there of either together with or without the buildings that may be constructed on the said lands. The Attorneys shall be entitled to receive the consideration amount out of the sale / lease /renting of the said property or the sale / lease / renting of premises, as above, and appropriate the same to the Attorneys own benefit.



43. To execute Deed of Confirmation confirming the development rights granted unto Simtools Limited and in furtherance thereof to admit execution and cause to register the said documents before the Registrar of assurances, Mumbai or the Registrar having jurisdiction to register the said documents.
44. To comply with all the formalities and conditions of Intimation of Disapproval (I.O.D.) and Commencement Certificate and other such permissions granted by the T.M.C. in respect of each and every buildings proposed to be constructed on the said property and for the aforesaid purpose to do all such acts, deeds and things required and sign and execute such papers, applications, documents, plans, writings as shall be required by the T.M.C.
45. To attend before any Registrar, Sub-registrar or Dy. Registrar of Assurances in Thane and to lodge and present for registration and admit execution of any agreement, transfer assignment, conveyance, assurances, releases, mortgage deed, re-conveyance, indemnity or other instrument or writing in respect of the said property the registration of which is compulsory and generally to do all acts, deeds and things, necessary or expedient for registering all such deeds, instruments and writings or any of them under the provisions of Indian Registration Act, 1908 as fully and effectually as we as the Owners could do in their own proper person.
46. To attend before the Superintendent of Stamps and other officers or personnel in stamp office, District Collector of valuation, Director of Registration, Registrar and Sub-Registrar and other authorities in all questions regarding valuation and prepare and file applications, objections appeals, reviews and revisions.
47. To apply to the Central or the State Government and / or the authorities appointed under the Town Planning Authorities for grant of extension of the time, if any, prescribed in any permission for utilizing any portion of the said property to which any permission relates which may have remained unutilized and which may remain vacant or where of the work of construction of the building may have commenced and / or in progress but the buildings are not completed within the period, if any, prescribed or for condonation of delay or remedying any breach or delay or defaults of any conditions contained in any permission as also for all other purposes for which any consent and / or permission may be required to be obtained under the Local Development Act or in pursuance of any permission.
48. To commence, carry out and complete and/or to be commenced, carried out and/or completed at the entire risk and costs of the Attorneys construction work on the said property in accordance with the sanctioned schemes and plans of revised schemes and plans and that all applicable rules and regulations which are made by the Government of Maharashtra and/or other competent authorities for the time being are strictly observed.
49. To insure any buildings thereon against loss or damages by fire and other risks as may be necessary and desirable and to pay all premium for such insurance.
50. To make and sign applications to the appropriate departments, Local Authorities or other competent authorities for all and any licences, permissions and consents required by any Act of Parliament, Order, Statutory Instructions, Regulations, Bye-Laws or otherwise in connection with the development of the said property.



51. To ask, demand, sue for recovery and receive or and from all persons and Bodies Corporate or Government or India or of Maharashtra or T.M.C. Authorities or any other body or Authority any claim, monetary consideration action or rights or otherwise of or relating to or concerning the said property and /or development thereof or acquisition of any portion/s of the said property as provided in the said agreement howsoever arising and whether past or present. And for that purpose to file suit, writ petition or other proceedings, whatsoever for recovering and compelling payment transfer or delivery thereof respectively and pursuant thereto, sign and execute all plaints, written statements, affidavits and applications and to engage Solicitors and Advocates and to settle and pay their fees.
52. To appear before the Special and/or Additional Land Acquisition Officer, Town Planning or Development Plan Authorities or any other authorities or officer whomsoever in respect to any acquisition, requisition or reservation and in the name and on our behalf to file claim, apply, plead, answer, defend and reply on the matters and causes touching and concerning the said property and the construction there on and to ask, demand, sue for, recover and receive the amount of the claim and/or compensation or enhancement thereof which may be awarded by the Special or Additional Land Acquisition Officer, Town Planning or Development Plan or other authorities in respect of the said property and the construction and improvements therein and to take all lawful proceedings before the concerned appropriate authorities and or any other authorities whomsoever for recovery of the said claim and upon receipt of the payment of the claim to give sign or pass receipt release or discharge for the same and up on non-payment of the claim or enhanced claim to commence an prosecute any action, reference suit or any other proceedings whatsoever at law in any Court or before any authority against the Special, Additional Special Land Acquisition Officer, Town Planning or Development Plan or Government or T.M.C. Authorities, or any other authorities whomsoever in respect of the recovery of the said claim and to appear to and defend any action suit or other proceedings commenced or to be commenced by and/or against us as the Owners shall be party and also to compromise refer to arbitration, submit to judgment, discontinue or become non-suited in the proceedings as aforesaid.
53. In case the said property or any portion thereof being denotified, de-requisitioned or released to receive the possession of the Land, buildings or any part thereof from the Special or Additional Special Land Acquisition Officer or Town Planning or Development Plan Authorities or any other authorities whom so ever and also to receive the compensation or any other sum whatsoever from the Additional or Special Land Acquisition Officer or Town Planning or Development Plan Authorities and/ or any other authorities whomsoever.
54. In the event of our Attorneys, entering into joint venture, partnership, construction agreement or arrangement in any form with third parties in regard to the development of the said property then, to execute on our behalf as the confirming party (being the Owners) such agreements of joint venture, partnership, construction agreement or arrangement in any form provided we will not be liable to perform/comply, any obligations/liability under the terms of such agreements/arrangements.
55. In the event, our Attorneys desiring to assign, to third parties, the benefits and authority of the Developers in the manner as provided in the said agreement, then in such an event, to execute on our behalf, as the Owners, agreements, deeds, documents, as the confirming party, confirming such assignment of the said agreement and the development rights in the said property by our Attorneys in



favour of third parties provided ourselves will not be liable to perform/comply, any obligations/liability under the terms of such agreements/assignments. Pursuant to the above our Attorneys shall be entitled to handover vacant and peaceful possession of the said property or any part thereof to such assignees or nominees.

56. To do, perform and execute such further acts, matters and things and to take steps on our behalf for keeping all orders passed by the concerned authorities pertaining to the development of the said property and other such permissions granted by the concerned authorities, valid and subsisting and to renew the said orders and Commencement Certificates from time to time.
57. Our said Attorneys shall have irrevocable exclusive right to pass and re-pass at all hours of the day and night either by foot or by vehicles of all description whatsoever over all the roads giving access to the said property as aforesaid with the right to lay all service lines of all nature that are required in respect of the development of the said property in all its aspects and in its entirety.
58. To do all or any of the acts, deeds, matters and things of whatsoever nature and description concerning the said property or any part thereof as our said Attorneys or in their absolute owner thereof.

AND GENERALLY, to sign all letters, correspondence and other deeds and documents and to execute and perform other acts, deeds or things whatsoever which ought to be done, executed or performed or which in the opinion of our said Attorneys ought to be done, executed performed in the premises aforesaid as fully and effectually to all intents and desire that all matters and things respecting the same shall be under the full management and directions of our said Attorneys and for the future, better and more effectually doing, effecting, executing and performing of the several matters and things aforesaid. We hereby grant unto our said Attorneys full powers and absolute authority from time to time and to appoint one or more substitute/s or delegates to do execute and perform all or any such matters or things as aforesaid and the same substitute/s or delegates at pleasure to remove and to appoint another or others in his place and all and whatsoever our said Attorneys or their substitute or delegate or delegates shall do or cause to be done in or about the premises.

AND We DO hereby for ourselves, our successors, agree to allow, ratify and confirm, all the acts, deeds & things done by our said Attorneys.

AND GENERALLY, to do and perform all such acts and things as referred to in the said Powers of Attorney and which our Attorneys shall deem necessary or expedient to be done for the purpose aforesaid in relation to the said property We, ourselves do hereby agree to ratify, confirm, accept and adopt all and whatsoever the said substitutes shall lawfully do or cause to be done by virtue of this Power of Attorney in respect of the said property and we declare that the Power of Attorney hereby created shall be irrevocable.

THIS POWER OF ATTORNEY is executed by us and in favor of our Attorneys strictly on the stipulation that all the acts, deeds, matters and things as per this Power of Attorney shall be done and executed by our Attorneys at their own costs and on their responsibility and at their own costs, charges and expenses in all respects and they shall indemnify and keep indemnified ourselves also our estates and effects from and against any loss or damage we may suffer on account of the exercise by our Attorneys of any of the said Powers and authorities conferred upon him by us by virtue of this Power of Attorney.



We, the executant, further declare that We shall not appoint any other substitute or substitutes for the exercise of the powers and authorities contained herein without specific request in writing received by us in that behalf from our Attorneys and any appointment made by us contrary to this clause shall ipso-facto be void. We further declare, record and confirm that we shall not address any letters to any authorities or give any directions or orders which are contrary to the powers hereby given or which are contrary to the terms set out in the Development Agreement.

IN WITNESS WHEREOF, We have hereunto set and subscribed our hand and seal to this writing at Mumbai this 12th day of November 2007
 S.No.72/8 (pt), 72/7, 72/9 and 526 (old No.), Village Panchpakadi, Taluka & District Thane totalling admeasuring 3225 sq. mtrs. or thereabouts.

THE COMMON SEAL of the within named Company was pursuant to a Resolution passed by their Board of Directors in that behalf on the hereto affixed in the presence of

1. Mr. PRASHANT KARKARE.

and
2. Me. in presence of


CATUL JOSHI



Specimen Signature of our Attorney

Mangal Prabhat Lodha



2. Abhishek Lodha



3. Abhinandan Lodha



1) H.M.



2) Mangal Prabhat Wala

9933106

संदर्भ सुचित्रवारपत्र अम दिनांक २२/६/१०५४
लोकप्रिया के प्रशान्त करके
लक्षणात्मक अनुबंध
जिन्हें गोपनीयता नहीं है। इसके लिए विवरण
के लिए उपर्युक्त अधिकारी को जारी करना चाहिए।
वास्तविक अवधारणा के लिए इसका अधिकारी
को जारी करना चाहिए।

कुलांग 9933106
दिनांक ३०६/१
अमांत्रिक दो
लक्षणात्मक अनुबंध

आवाहन



C

125 से ५२ अमांत्रिक अनुबंध
अमांत्रिक अनुबंध



DATED THIS 12th DAY OF November 2007

VOLTAS LIMITED,

.... DONORS

AND

SIMTOOLS LTD

.... DONEES

IRREVOCABLE POWER OF ATTORNEY



कृते आईडीबीआई बैंक लि.
For IL&B BANK LTD Industrial Development Bank of
India Ltd.
[Signature]
Kothiwar Hall,Congress Bhawan,
Kanpur, Distt. Bareilly, Uttar Pradesh.
Phone No. 22-21111-1111.

भारत 88430
क्रमांक 17405

DEC 02 201

© IBM 1988

SPECIAL POWER OF ATTORNEY

To all to whom this present shall come, We 1) MACHTECH CONSTRUCTION PRIVATE LIMITED, [2] LOHDA LAND DEVELOPERS PRIVATE LIMITED, [3] LOHDA ESTATE PRIVATE LIMITED, [4] LOHDA CONSTRUCTION PRIVATE LIMITED, [5] LOHDA BUILDERS PRIVATE LIMITED, [6] ARRANT PREMISES PRIVATE LIMITED [7] LOHDA PROPERTIES DEVELOPMENT PRIVATE LIMITED, [8] LOHDA HOME DEVELOPERS PRIVATE LIMITED, [9] SIMOTORS PRIVATE LIMITED, [10] LOHDA BURDOD PRIVATE LIMITED, [11] LOHDA NAGAR INFRASTRUCTURE PRIVATE LIMITED, [12] MAHA PADMAVATI BUILDTECH PRIVATE LIMITED, [13] QNA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, [14] COWTOWN AND DEVELOPMENT PRIVATE LIMITED, [15] LOHDA CROWN BUILDMAN PRIVATE LIMITED, [16] LOHDA DWELLERS PRIVATE LIMITED, [17] LOHDA IMPRESSION REAL ESTATE PRIVATE LIMITED, [18] LOHDA DEVELOPERS LIMITED, [19] LOHDA PINNACLE BUILD TECH PRIVATE LIMITED, [20] GALAXY PREMISES PRIVATE LIMITED, [21] MARAVIR BUILD ESTATE PRIVATE LIMITED, [22] MICKROTECH CONSTRUCTION PRIVATE LIMITED [23] SHREEMANAS COTTON MILLS LTD, [24] NATIONAL STANDARD INDIA LIMITED, [25] -SANTHNAGAR ENTERPRISE LIMITED, [26] LOHDA QUALITY BUILDMAN PRIVATE LIMITED, [27] LOHDA DEVELOPERS PRIVATE LIMITED [28] LOHDA PRIME BUILD FARMS PRIVATE LIMITED, all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Stahn and Nahan, Dr. E. Moses Road, Worli, Mumbai - 400 016 and sales office at Lodha Pavillion, Apollo Mills Compound, Haji Masti Marla, Mahalaxmi - (hereinafter for the sake of brevity collectively to as "the said Companies") and WATSONS GROUP OF COMPANIES 1) IMVS. VIVEK ENTERPRISES, 2) M/S. SHREE SAIJI ENTERPRISES, 3) M/S. PRANAY LANDMARK ASSOCIATES, All of the Partnerships registered under the Partnership Act, 1932 and having its principal office at 216, Dr. E. Moses Road, Worli, Mumbai - 400 016 and sales office at Lodha Pavillion, Apollo Mills Compound, M/S Jashai Marla, Mahalaxmi, Mumbai - 400 011 (hereinafter referred to as

MANABHOITA

सर्वसं. १११ मार्क.
Gen 113 me.
ट्रॉफी पर्सनल ५०८०

के द्वि. अमना क्र. १ (Fin. R. Form No. 1)

NON TRANSFERABLE
[संदर्भात्मक]
ORIGINAL COPY

RECEIPT FOR PAYMENT TO GOVERNMENT

विषयालयः दिनांकः तिथि वर्षः वाचाकालः

યુદ્ધ કાળ પારદર્શિતા મિશને.

100 1000 10000 100000 1000000

સહ દુલ્યમન નિરીક્ષણ કરું

योग्यपात्र का सेवापात्र



And residing /Office at Lodha Paradise, Malibwadi, Thane (West)

SEND GREETINGS

WHEREAS 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 SURENDRA NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER as Constituted Attorneys of the said Companies with following powers and authorities.

WE HEREBY KNOW YOU ALL AND THESE PRESENTS WITNESS that We ABHINANDAN LODHA, MR. SURENDRA NAIK, MR. SURENDRA NAIK, 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 of them.
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 Purchasers of the Residential Flats, and such other premises to secure loans and financial assistance from the bankers and financial institutions for the purpose of 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



SIGNED SEALED AND DELIVERED
BY and with/named
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 _____

SIGNED SEALED AND DELIVERED
BY and with/named

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 _____

SIGNED SEALED AND DELIVERED
BY and with/named

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 _____



whatever 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, and such other premises in the building constructed by the Companies or any of them and to do all necessary acts deeds grants 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.

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 hereinbefore 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 witnessed by
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 _____

(Signature)

SIGNED SEALED AND DELIVERED

BY and witnessed by
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 _____

(Signature)

SIGNED SEALED AND DELIVERED

BY and witnessed by
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 _____

SIGNED SEALED AND DELIVERED

BY and witnessed by
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 _____

SIGNED SEALED AND DELIVERED

BY and witnessed by
LODHA DEVELOPERS PRIVATE LIMITED.

(Signature)



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

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

SIGNED SEALED AND DELIVERED
BY and with/named
MAA PADMAVATI BUILDTECH 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



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 with/named
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 ...

SIGNED SEALED AND DELIVERED
BY and with/named
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 ...



SIGNED SEALED AND DELIVERED
BY and with/named
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 ...

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

Mr. Abhi...
Mr. Abhi...

Mr. Abhi...
Mr. Abhi...

Mr. Abhi...

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

SIGNED SEALED AND DELIVERED
BY and with named
LODHA-IMPRESSION REAL ESTATE PRIVATE LIMITED.
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____

SIGNED SEALED AND DELIVERED
BY and with named
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 _____

SIGNED SEALED AND DELIVERED
BY and with named
SANTHNAJAR 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 _____

SIGNED SEALED AND DELIVERED
BY and with named
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____

SIGNED SEALED AND DELIVERED
BY and with named
SNTTOOLS PRIVATE LIMITED
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____



SIGNED SEALED AND DELIVERED
BY and with named
LODHA-IMPRESSION REAL ESTATE PRIVATE LIMITED.
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____

SIGNED SEALED AND DELIVERED
BY and with named
SHREEMANAS COTTON MILLS LTD LIMITED
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____

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

SIGNED SEALED AND DELIVERED
BY and with named
MAHAVIR BULD ESTATE PRIVATE LIMITED
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____

SIGNED SEALED AND DELIVERED
BY and with named
MACROTEC CONSTRUCTION PRIVATE LIMITED
By and through their one of the Director
Mr. Sandeep Saini
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of _____

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.
Mr. Mangesh Puranik
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of

SIGNED SEALED AND DELIVERED

BY and withinnamed
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

SIGNED SEALED AND DELIVERED

BY and withinnamed
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 withinnamed
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



MRS. RUTUJA OAK —



MS. TEJAL ENGINEER

Signature and Photograph of Constituted Attorney

Dated this Day of 2nd Dec 2010

SIGNED SEALED AND DELIVERED

BY and withinnamed
ELEGATION BUILDING PRIVATE LIMITED
Mr. Mangesh Puranik
Pursuant to the resolution of the Board
Of Directors dated _____ 2010
In the presence of

SIGNED SEALED AND DELIVERED

BY and withinnamed
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 withinnamed
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



MACROTECH CONSTRUCTION PRIVATE LIMITED.
LODHA DEVELOPERS PRIVATE LIMITED.
LODHA LAND DEVELOPERS PRIVATE LIMITED.
LODHA ESTATE PRIVATE LIMITED.
LODHA CONSTRUCTION PRIVATE LIMITED.
ARHANT 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 BUILDECH 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.
SHREENIVAS COTTON MILLS LTD.
LODHA DEVELOPERS LIMITED.
LODHA DWELLERS PRIVATE LIMITED.
LODHA Pinnacle BUILD TECH PRIVATE LIMITED.
GALAXY PREMISES PRIVATE LIMITED.
MAHAMIR BUILD ESTATE PRIVATE LIMITED.
MICROTEC CONSTRUCTION PRIVATE LIMITED.
NATIONAL STANDARD INDIA LIMITED.
SANTHANAGAR ENTERPRISES LIMITED.
LODHA QUALITY BUILD MART PRIVATE LIMITED.
LODHA PRIME BUILD FARMS PRIVATE LIMITED
M/S. LODHI GROUP OF COMPANIES
M/S. VINEETH ENTERPRISES
M/S. SHREE SAINATH ENTERPRISES
M/S. PRANIK LANDMARK ASSOCIATES

viii

A. J. H. 2



3) Aureococcus-K-Shat



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Dak.



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७ जून २०१०

महाराष्ट्र मुख्यमंत्री पर्याय आजादी २२/६/२०१० वोटी

१) मायकोटेक कान्तकाळा या लिने तक डायरेक्टर व रेसर -
क्रीष्ण मामिनेन्द्र जी ना सजात वोट मुक्ति

२) ना पदभावनी विकेटेक स्पा लिने व उन्नर तक डायरेक्टर -
क्रीष्ण मामिनेन्द्र लोढा सजात वोट मुक्ति



३) ग्रेनेटी प्रिमायलेस एन्ड एस अंडर तक डायरेक्टर
क्रीष्ण के शास सजात वोट मुक्ति

४) लोढा प्रिमायलेस उच्चप्रमेटद्वालिने व अंडर तक डायरेक्टर
क्रीष्ण सेविप समेना सजात वोट मुक्ति

५) लोढा लोड उच्चप्रमेट स्पा लिने व उन्नर तक डायरेक्टर
क्रीष्ण अगोदा पुराणीकृत सजात वोट मुक्ति सवीकृत होना

६) क्रीष्ण बुरुद्द नाथर सजात वोट मुक्ति

७) क्रीष्ण भरीशा हुतारी सजात वोट मुक्ति 

८) क्रीष्ण वाहुआ मोर्च सजात वोट मुक्ति 

९) क्रीष्ण लेजब हौडीनीकर सजात वोट मुक्ति 

जोस्थ वस्ती करना दिली व व्यापार थोड़ा विच्छी

१०) क्रीष्ण पंडी केसरकुर सजात वोट गाठा

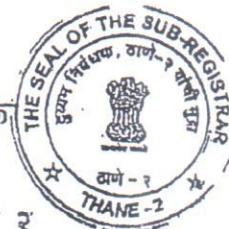
११) क्रीष्ण दाहुजा नेंदकर सजात वोट लाठे व्यापार परिवार

अनुक्रमांक ५५८/२०१० समाजिक वोट मुक्ति व्युक्ति ५००/-

 सह दुर्योग निवधक ठाणे क्र २

टिप्पेन्द्र मुख्यमंत्री पर्याय वोट लाई व्यापार व्यापार नाई





सह दुर्योग निवधक ठाणे क्र २



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 /Bunglows 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 /Bunglows 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. Pandharit Kesarkar, Mr. Rahul Wandekar, Mr. Ramesh Raval, Mr. Pramod Kainble 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 [REDACTED] in my capacity as Power of Attorney Holders of the said Companies and said Firms doth hereby nominate, constitute and appoint (1) MR. PANDHARIT KESARKAR of Mumbai, Indian Inhabitant, residing at Gafur Khan 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 Raval residing of Mumbai, Indian Inhabitant, residing at Hanuman Nagar, Pragati Rahkasi Sena Sangh, Room No. 4, Moti Lal Nagar, M.G.Road, Goregaon (West), Mumbai 400 090 (4) Mr. Pramod Kainble of Mumbai, Indian Inhabitant, Residing at B/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 Enclave, M.D. Nagar, Achole Road, Nalasopara (East), to 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.

SIGNED SEALED AND DELIVERED
BY and with/named

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 _____

SIGNED SEALED AND DELIVERED
BY and with/named

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 _____

SIGNED SEALED AND DELIVERED
BY and with/named

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 _____



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

SIGNED SEALED AND DELIVERED

BY and withheldnamed

LODHA ESTATE PRIVATE LIMITED.

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____

SIGNED SEALED AND DELIVERED

BY and withheldnamed

LODHA CONSTRUCTION PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____

SIGNED SEALED AND DELIVERED

BY and withheldnamed

LODHA BUILDERS PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____

SIGNED SEALED AND DELIVERED

BY and withheldnamed

ARHANT PREMISES PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____

SIGNED SEALED AND DELIVERED

BY and withheldnamed

LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____

SIGNED SEALED AND DELIVERED

BY and withheldnamed

LODHA NOVEL BUILDFARMS PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____

SIGNED SEALED AND DELIVERED

BY and withheldnamed

LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI

MRS. RUTUJA OAK and MS. TEAL ENGINEER

In the presence of _____



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

SIGNED SEALED AND DELIVERED
BY and withnamed
LODHA CROWN BUILDMART PRIVATE LIMITED
By and through its Constituted Attorney
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI
In the presence of

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

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

SIGNED SEALED AND DELIVERED
BY and withnamed
SHREENIWAS COTTON MILLS LTD.
By and through its Cons.-Atted Attorney
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI
MRS. RUTUJA OAK and MS. TEAL ENGINEER
In the presence of

SIGNED SEALED AND DELIVERED
BY and withnamed



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

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

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

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

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

SIGNED SEALED AND DELIVERED
BY and withnamed
SANTHINAGAR ENTERPRISES LTD
By and through its Constituted Attorney
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI
MRS. RUTUJA OAK and MS. TEAL ENGINEER
In the presence of

SIGNED SEALED AND DELIVERED
BY and withnamed



SIGNED SEALED AND DELIVERED
BY and with whom named
KJS. PRANIKI LANDMARK ASSOCIATES
By and through its Constituted Attorney
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI
MRS. RUTUJA OAK and MS. TEJAL ENGINEER
In the presence of ...

Dated this Day of _____

P.R. Kemp



1. PANDHARI KESARKAR -

2. RAHUL WANDEAR -

3. RAMESH RAWAL -

4. PRAMOD KAMBLE -

5. ANIL PALANDE -

Witness
1)
2)

SIGNED SEALED AND DELIVERED
BY and with whom named
LODHA QUALITY 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 ...

SIGNED SEALED AND DELIVERED
BY and with whom named
M/S. LODHA GROUP OF COMPANIES
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 with whom named
M/S. VIVEK ENTERPRISES
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 with whom named
M/S. SHREE SAMNATH ENTERPRISES
By and through its Constituted Attorney
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI
MRS. RUTUJA OAK and MS. TEJAL ENGINEER
In the presence of ...



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.
ARHANT PREMISES PRIVATE LIMITED.
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.
LODHA HOME DEVELOPERS PRIVATE LIMITED.
SIMTOOLS PRIVATE LIMITED.
LODHA BUILDCON PRIVATE LIMITED.
LODHA NOVEL BUILDARAS PRIVATE LIMITED.
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.
COTTONWORLD LAND DEVELOPMENT PRIVATE LIMITED.
LODHA CROWN BUILDMART PRIVATE LIMITED.
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.
SHREENIVAS 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.
SANTRNAGAR ENTERPRISES LIMITED.
LODHA QUALITY BUILDMART PRIVATE LIMITED
LODHA FARM AND FARMA PRIVATE LIMITED
M/S. LODHA GROUP OF COMPANIES now known as LODHA PALAZZO
M/S. VIVID ENTERPRISES
M/S. SHREE SARASWATH ENTERPRISES
M/S. PRANIK LANDMARK ASSOCIATES



1) *Sankar*

2) *Pal*

3) *P.Karthik*

4) *P.P.Karthik*

5) *Hemach*



१) *Jinalal*



८५/२०९०

संदर्भ सुधार्यार पक्ष भाजे दि २४/१९२१ २०९०

- १) मेंट्रोलिक लैंडमार्क अदोमिश्वर मर्त्ते
- २) डी.सुरेनन नाथर सजाठ व्हा० लैंड
- ३) डीम मरीशा सुतारी सजाठ व्हा० मुंबई
- ४) डीम इमुजास्टोक सजाठ व्हा० मुंबई
- ५) नेजल डोजिमर सजाठ लौ० मुंबई
- ६) समान्हित दिवार व्हा० मुंबई
- ७) डी.पंदी कलरकर सजाठ व्हा० ६००
- ८) डी.वड्ल वेटकर सजाठ व्हा० ६००
- ९) डी.वेश्वर व्हावळ सजाठ व्हा० ६००
- १०) डी.होम कोक्कर सजाठ व्हा० ६००
- ११) डी.आमिक पाणी सजाठ व्हा० ६००
ने ५ ने १ लिङ्गत व्हावर घोती आष्ट्या
- १२) समक्ष साही करु किंवा व्हा० लौ० आष्ट्या
- १३) डी.होमोद पवार सजाठ व्हा० ६००
- १४) डी.वी.वी.वा० मोर सजाठ व्हा० घोती है आगी
पटवलाल
- १५) डी.गुम्भोक ८५९/२०९० घोती १००/- मुश्तु ५००/-



Om



Shaukat

सह दुव्यम निवंधक ठाणे क्र २



संदर्भ सुधार्यार पक्ष भाजे २४/१९२१ २०९०

सह दुव्यम निवंधक ठाणे क्र २



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



LODHA ELEVATION BUILDCON
PRIVATE LIMITED



13/03/2007
Permanent Account Number

AABCL2917M

10042007

इस कार्ड के खोने / पाने पर कृपया शुचित करें / लैटाएँ:
आयकर वैन सेवा इकाई, एन एस डी एल
पहली मंजिल, टाई-स्प टावर, कमला मिल्स कम्पाउंड,
एस. बी. मार्ग, लोअर परल, मुम्बई - 400 013.

If this card is lost / someone's lost card is found,
please inform/ return to :

Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664.
e-mail: tininfo@nsdl.co.in



आयकर विभाग
INCOME TAX DEPARTMENT
SIMTOOLS PRIVATE LIMITED

भारत सरकार
GOVT. OF INDIA



27/02/1964
Permanent Account Number
AAECS1757M

02062009

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएँ:
आयकर पैन सेवा इकाई, एन एस बी एल
पहली मंजिल, टाईम्स टाउर, कमला निल्स कम्पाउंड,
एस. बी. मार्ग, लोअर परेल, मुंबई - 400 013.

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Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail: tininfo@nsdl.co.in





