

Date: September 23, 2015

From:

Lodha Elevation Buildcon Private Limited
412, Floor – 4, 17G Vardhaman Chamber,
Cawsaji Patel road, Horniman Circle,
Fort, Mumbai – 400 001

Simtools Private Limited,
412, Floor – 4, 17G Vardhaman Chamber,
Cawsaji Patel road, Horniman Circle,
Fort, Mumbai – 400 001

To:

M/s. Trilokesh City Developers LLP,
C – 109, Hind Saurashtra Industrial Estate,
85/86, M.V. Road, Marol Naka,
Andheri (East), Mumbai – 400 059.

Re: (1) Agreement to Sell dated 23rd September 2015 ("Agreement to Sell")
(2) Agreement for Contribution toward Cost of Construction dated July 1, 2010
("Contribution Agreement")

1. We refer to the captioned Agreement to Sell dated 23rd September 2015 entered into and executed *inter alia* by and between the Lodha Elevation Buildcon Private Limited ("Seller") and Simtools Private Limited ("Simtools") and the Trilokesh City Developers LLP ("Purchaser").
2. The Seller as Shareholder in Simtools has made a contribution of Rs. 258,00,00,000/- (Rupees Two Hundred and Fifty Eight Crores only) to Simtools towards the cost of construction of the said Building in accordance with the captioned Contribution Agreement and the Articles and Memorandum of Association of Simtools ("Simtools Charter Documents"). The said contribution is recorded as the 'Contribution from Shareholder' in the books and/or records of Simtools. We confirm that the "Contribution from Shareholder" is not refundable to the Shareholders in Simtools including the Seller by Simtools nor distributable to the Shareholders in Simtools by conversion or otherwise..
3. In addition to Clause 5.2 of the said Agreement to Sell, and without prejudice to the provisions of the said Agreement to Sell, we hereby declare and confirm that in consideration for amounts paid to us under the said Agreement to Sell, on and from the date of the said Agreement to Sell, the pro rata share of the said Contribution from Shareholders, lying to the credit of the Seller in the books and/or record of Simtools, along with the pro rata share in the other amounts, deposits and monies lying to the credit of the Seller in the books and records of Simtools, shall subject to applicable laws stand transferred and assigned unto and in favour of the Purchaser.
4. We further hereby confirm and declare that there is no amount due or payable by the Purchaser towards the said transfer and assignment of the pro rata share in the said Contribution from Shareholders and other amounts, deposits and other monies lying to the credit of the Seller in the books and records of Simtools.
5. We further confirm that, notwithstanding the sale of the Unit by the Seller to the Purchaser, the Purchaser shall not be liable to pay any contribution, if any

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outstanding, to Simtools pursuant to the Contribution Agreement or Simtools Charter Documents.

6. We further hereby confirm and declare that this letter shall form an integral part of the said Agreement to Sell and the provisions of Clause 25 of the said Agreement to Sell pertaining to 'Dispute Resolution and Governing Law' shall be deemed to be incorporated in this letter by reference.
7. All capitalised terms used but not defined herein shall have the meaning ascribed to them in the said Agreement to Sell.

Confirmed & Agreed by

For Lodha Elevation Buildcon Pvt. Ltd.

Mr. Surendran Nair

Directors/Authorised Signatory

For and on behalf of Lodha Elevation Buildcon Private Limited



For Simtools Private Limited

Mr. Surendran Nair

Directors/Authorised Signatory

For and on behalf of Simtools Private Limited



Accepted by:

For TRILOKESH CITY DEVELOPERS LLP For TRILOKESH CITY DEVELOPERS LLP

KK [Signature] x PK [Signature]

Authorised Signatory / Partner

Authorised Signatory / Partner

For and on behalf of Trilokesh City Developers LLP