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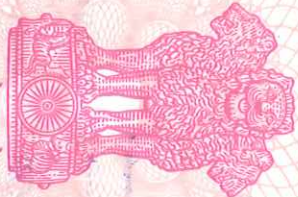
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TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, (MESSRS.) GENPACT INDIA (PAN AAACG9163H), a company incorporated under the provisions of the Companies Act, 1956 with unlimited liability and having its registered office at DMRC IT Park, Shastri Park Metro Station, G.T. Road, P.S. Shastri Park, P.O. GPO Kashmiri Gate, Delhi - 110053 represented by Mrs. Vidya Srinivasan - (PAN ABNPS0481R) wife of Mr. Manish Misra residing at C 2072A Sushant Lok 1, Gurgaon, Haryana, P.S. Sushant Lok Block B, P.O. Galleria DLF IV (sub office) PIN 122002 (hereinafter referred to as "the PRINCIPAL") SEND GREETINGS:

For SIMPLEXINFRA TECHNOPARK LLP

Amit Sarda

(SHRISTI COMMOTRADE PVT. LTD.)
Through its Nominee Amit Sarda
Designated Partner

S. K. BANDYOPADHYAY
Notary Public, Govt. of India

For GENPACT INDIA

Regd. No. 10263 / 13
C.M.N. 3 Court,
2, Bankshall Street,
P.S. Hara Street,
Calcutta-700 001

AUTHORISED SIGNATORY

08 JUL 2015

For SIMPLEXINFRA TECHNOPARK LLP

Manish Misra

(SHRISTI COMMOTRADE PVT. LTD.)
Through its Nominee Amit Sarda
Designated Partner

WHEREAS:

- A. The Principal is the Sub-Lessee in respect of **ALL THAT** the Plot of Land measuring 1.50 (one point five zero) acres viz 90.7546 Cottahs more or less being Plot No. 6 in Block No DP in Sector V of Bidhannagar in the District of North 24 Parganas, Police Station Bidhannagar, Kolkata (hereinafter referred to as "**SAID PREMISES**") for a term of 90 years and at the rent and on the terms and conditions contained in the Deed of Sub-Lease dated 5th July 2005 made between West Bengal Electronics Industry Development Corporation Limited therein referred to as the Sub-Lessor (hereinafter for the sake of brevity referred to as "**WEBEL**") and M/s. GE Capital International Services (now known as Genpact India) therein referred to as the Sub-Lessee and registered with the Registrar of Assurances, Calcutta in Book I Volume No.1 Pages 1 to 21 Being No.05122 for the year 2006, as modified and/or supplemented and/or novated by the Deed of Surrender dated 9th April, 2009 made between M/s. Genpact India (previously known as GE Capital International Services) therein called the Sub-Lessee of the One Part and West Bengal Electronics Development Corporation Limited therein called the Sub-Lessor of the Other Part and registered with the Additional Registrar of Assurances - II, Kolkata in Book No. I, CD Volume No. 9, Pages 6599 to 6608 Being No. 03954 for the year 2009.

- B. By a Development Agreement dated 29th May, 2015 made between the Principal therein referred to as the Sub-Lessor of the one part and **Simplexinfra Technopark LLP** (PAN ACTFS7726G), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008 and having its registered office at 27 Shakespeare Sarani, P.S. & P.O. Shakespeare Sarani, Kolkata 700017 therein referred to as the Developer of the other part (and hereinafter also referred to as "**the Developer**"), the Principal has granted exclusive right to the said Developer to develop and exploit commercially the said Premises by constructing new building/s thereat for mutual benefit and for the consideration and on the terms and conditions therein contained (hereinafter referred to as "**the Development Agreement**").

- C. In order to effectuate the said Agreement and to comply with its obligations therein, the Principal is executing this Power of Attorney in favour of the said Developer, **Simplexinfra Technopark LLP** represented by its partners, for the time being namely (1) **Rajiv Mundhra** (PAN AIIPM7012J) son of Shri B.D. Mundhra residing at 126 Southern Avenue, P.S. Lake, P.O. Dover Lane, Kolkata 700029 and (2) **Amit Sarda** (PAN ALSPS5231N) son of Shri J.K. Sarda residing at 117/1 N.S.C Bose Road, P.S. Regent Park, P.O. Regent Park, Kolkata 700040 (hereinafter referred to as "**the Attorney**") as and for the purposes relating to the said Premises as hereinafter contained.

S. K. BANDYOPADHYAY

Notary Public, Govt. of India

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NOW KNOW YE BY THESE PRESENTS WE, the within named **Principal** do hereby nominate constitute and appoint the said **Simplexinfra Technopark LLP** represented by its partners and their directors, for the time being namely **(1) Rajiv Mundhra** and **(2) Amit Sarda** jointly and/or severally as the true and lawful Attorney of the Principal for in the name and on behalf of the Principal and the said Attorney to do execute exercise and perform all or any of the following acts deeds matters and things relating to the said Premises i. e. to say:

1. To hold and defend possession of the said Premises and warn off and prohibit and if necessary proceed in due form of law against all or any trespassers on the said Premises or any part thereof and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for that to enter into all contracts and arrangements with the trespassers.
2. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building or buildings at the said Premises or portion or portions thereof and also for additions and/or alterations and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes herein stated.
3. To have the said premises surveyed and measured and to have the soil tested if required for sanction of new plan.
4. To prepare sign apply for and submit the plans from time to time in respect of one or more buildings at the said Premises or on portion or portions thereof with the Nabadiganta Industrial Township Authority and all other concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified and/or altered from time to time.
5. To have processed the application for the sanctioning of the plan, and pay all fees and expenses and obtain back and receive the sanctioned plan revalidation renewal and such other order or orders or permissions from the Municipal office and other authorities and to gift any part or portion of the said premises and also to cause any alteration and modification in the sanctioned plan as shall be deemed fit and proper by the Attorneys or any of them and to sign the do all other necessary acts deeds and things as be expedient for sanctioning revalidation renewal modification and/or alteration of plans.
6. To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and to gift any part or portion of the said Premises to the authorities concerned, if the situation so demands, and do all other necessary acts deeds and things as



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be expedient for sanctioning revalidation renewal modification and/or alteration of plans.

7. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to sanctioning modification revision and/or alteration of the plans and/or for construction of the new building/s at the said premises and obtaining utilities and facilities therein.

8. To inform the Nabadiganta Industrial Township Authority and other concerned authorities of all internal alteration within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the prevalent rules.

9. To construct new building/s at the said Premises and for that to demolish the existing buildings and/or other structures of whatsoever nature thereon or as may be constructed in future.

10. To apply for and obtain electricity, gas, water, sewerage, drainage, lift/s, and/or other connections of any other utility or facility in the said Premises from the concerned and appropriate authorities and/or to make alterations therein and to close down and/or have disconnected the same.

11. To apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipments for the purpose of construction of the new building/s at the said Premises.

12. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to sanctioning modifications and/or alteration of the plans and/or construction of building/s and/or obtaining utilities and other purposes hereinstanted.

13. To apply for and obtain permissions and licenses to erect and run/operate one or more lifts, generator, Dish Antenna and other utilities at the said Premises and to place orders for supply erection and installation thereof on the manufacturer thereof and also to give contract for maintenance of lift or lifts and its concerned machineries.

14. To apply for and obtain the Completion or Occupation or other certificates from the Nabadiganta Industrial Township Authority and/or other concerned authorities.

15. To have the units shops, showrooms, offices and other constructed areas in the building or buildings that may be constructed at the said premises separately assessed and mutated in all public records and with all authorities having jurisdiction over the said Premises and to deal with such authority and/or



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authorities in such manner as the said Attorney or Attorneys may deem fit and proper.

16. To accept or object to the assessments made from time to time of Annual Valuations in respect of the said Premises or any part thereof or share therein by the concerned authorities and to attend all hearings and have the same finalised.

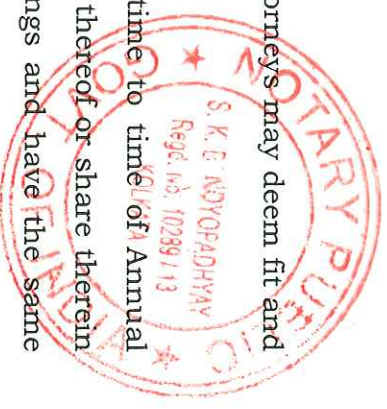
17. To pay all rates taxes charges expenses and other outgoings whatsoever (including municipal rates and taxes, land revenue and other charges whatsoever) payable in respect of the said Premises and receive refund of the excess amounts, if paid, from the concerned authorities and to grant receipts and discharges in respect thereof.

18. To apply for and obtain permission of WEBEL and other concerned authorities (as applicable) for use of the Building to be constructed at the said Premises and the units comprised therein for such use as the Attorney or Attorneys may deem fit and proper.

19. To apply for and obtain permission of WEBEL for sub-leasing / sub-letting the Building to be constructed at the said Premises and/or the units comprised therein.

20. To apply for and obtain necessary permission of WEBEL and other concerned authorities (as applicable) for sub-lease / transfer / assignment of 80% undivided leasehold share or interest in the said Premises and/or the units comprised therein and to sign and do all other necessary acts deeds and things as be expedient for the same.

21. For all or any of the purposes herein stated to appear and represent the Principal before any Notary Public, Magistrate, Registrar, District Registrar, Additional Registrar and other registration authorities, Nabadiganta Industrial Township Authority, WEBEL, Urban Development Department of the Government of West Bengal, The Fire Authorities, The Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Police Authorities and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons and also all courts tribunals and appellate authorities and to do all acts deeds and things and to make, sign, execute, affirm, notarize, submit, present for registration, admit execution, acknowledge and register or have registered and perfected and/or deliver all documents, declarations, affidavits, deeds of gift, applications, undertakings, indemnities, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said premises and other papers and documents (including cause papers and orders passed in any



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suit) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney or Attorneys. However Title deeds will always be with Genpact only and will be shared with Developer on need base- and developer will return the Title deeds to Genpact post completion of the need. However the Developer may only deposit the same with written consent from Genpact.

22. To insure and keep insured the new building/s at the said premises or any part thereof against loss or damage by fire earthquake and/or other risks as be deemed necessary and/or desirable by the said attorney or attorneys and to pay all premium for such insurance.

23. To arrange for financing of the Project at the said Premises -from Banks/Financial Institutions/other entities and obtain construction loans for the Project and for that to mortgage and/or create charge (including equitable mortgage by deposit of title deeds) on the said Premises, with the condition that the Principal's Area (defined as Genpact's Area in the Development Agreement) shall be released from / be unaffected by the mortgage, and to sign and execute necessary documents in connection therewith.

24. To negotiate with the person or persons interested in acquiring units, shops, showrooms, offices, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be constructed at the said premises forming part of the Developer's Allocation (as defined in the said Development Agreement) and accept bookings from such intending buyer or buyers and to make commitments to and sub-lease, transfer, assign or otherwise dispose of the same to such person or persons and at such consideration and on such terms and conditions as the said Attorney or Attorneys may deem fit and proper and to receive and appropriate all proceeds consideration deposit and other amounts received/realised therefrom and grant valid receipts and discharges which shall fully exonerate the person paying the same.

25. To terminate any contract, agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire units, shops, showrooms, offices, car parking spaces and other constructed areas/saleable spaces in the building/s at the said Premises forming part of the Developer's Allocation (as defined in the said Development Agreement) and to deal with the space and rights of such person or persons in such manner as the said Attorney or Attorneys may deem fit and proper.

S. K. BANDYOPADHYAY
Notary Public, Govt. of India
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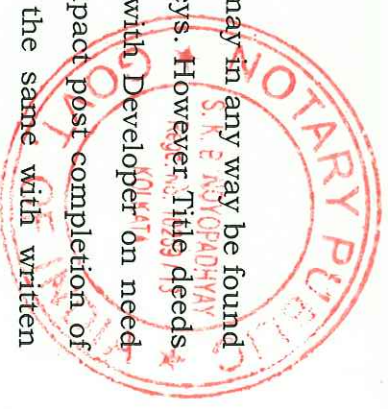
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2, Banksha Street,
P.S.-Hare Street,
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To join in as party to all agreements for sub-lease, transfer, assignment or disposal of the units, shops, showrooms, offices, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be

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constructed at the said premises forming part of the Developer's Allocation (as defined in the said Development Agreement).

27. For all or any of the powers and authorities herein contained to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers, documents, agreements, supplementary agreements, consents, confirmations, deeds, sub-lease deeds, transfer deeds, nominations, assignments, rectifications, declarations, affidavits, applications, undertakings, indemnities and other documents.

28. To finalise and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as may be required and found necessary or expedient by the said Attorney or Attorneys.

29. To appear and represent the Principal before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing signed or made by the Principal or by the said Attorney or Attorneys by virtue of the powers hereby conferred.

30. To enforce any covenant in any agreement, sub-lease deed, transfer deed, assignment deed or any other documents executed by the Principal or by the said Attorney or Attorneys by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.

31. To ask, demand, sue for, recover, realise and collect money, earnest money, consideration, construction costs, deposits, advances, compensation, interest, damages, payments whatsoever etc., which are or may be due payable or recoverable under any such Agreements from any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.

32. To sign and submit all papers applications and documents for having the units, shops, showrooms, offices and other constructed areas in the new building/s that may be constructed at the said premises separately assessed and mutated in the names of the respective persons desirous of acquiring the same as hereinbefore stated in all public records and with all authorities and/or

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Calcutta-700 007

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08 JUL 2015

[Signature]



persons having jurisdiction over the said premises and to deal with such authority and/or authorities in such manner as the said Attorney or Attorneys may deem fit and proper.

33. To commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters herein contained concerning the said premises or any part thereof in which the Principal is in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal etc.).

34. To sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the said premises.

35. To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.

36. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.

37. To receive or pay and/or deposit all moneys including stamp duty, court fees, registration fees, legal fees etc. and to pay and/or receive refunds thereof or the excess amount and give valid receipts and discharges therefor.

38. To appear and represent the Principal before all authorities make commitments and give undertakings as be required for all or any of the purposes herein contained.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained and/or relating to the said Premises and/or the building/s to be constructed at the said premises which the Principal itself could have lawfully done under its own hand and seal, if personally present.

AND the Principal doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney or Attorneys shall lawfully do or cause to be done in or about the premises aforesaid.

S. K. BANDYOPADHYAY
Notary Public, Govt. of India
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2, Bankshall Street,
P.S.-Ware Street,
Calcutta-700 003



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08 JUL 2015

IN WITNESS WHEREOF the Principal has executed this Power of Attorney on this 29th day of May Two Thousand and Fifteen.

SIGNED SEALED AND DELIVERED by the
withinnamed Principal, at Kolkata in the
presence of:

Identified by me
Swadesh Rajan Bhunia
Advocate



FOR GENPACT INDIA
AUTHORISED SIGNATORY

For SIMPLEXINFRA TECHNOPARK LLP
(SHRISTI COMMOTRADE PVT. LTD.)
Through its Nominee Amit Sarda
Designated Partner

On identification by the Advocate
SIGNATURE ATTESTED BY ME

S. K. BANDYOPADHYAY
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P.S.-Hare Street,
Calcutta-700 901

S. K. BANDYOPADHYAY
Notary Public, Govt. of India
Regd. No. 10289 / 13
Kolkata



08 JUL 2015

DATED THIS 29th DAY OF MAY 2015

FROM

GENPACT INDIA

TO

Simplexinfra Technopark LLP & Others



POWER OF ATTORNEY

08 JUL 2015

SARAOGI & COMPANY
Advocates
7B Kiran Shankar Roy Road
4C Punwani Chambers, 4th Floor
Kolkata # 700 001