

WHEREAS:

A. The Principal is the 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 "the **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. The Principal is desirous of appointing **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 represented by its partners and their directors, for the time being namely **(1) Rajiv Mundhra** (PAN AIPM7012J) 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 the true and lawful attorney or attorneys of the Principal as and for the purposes relating to the said Premises as hereinafter contained.

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, for the time being namely **(1) Rajiv Mundhra** and **(2) Amit Sarda** jointly and/or severally as the true and lawful Attorney or Attorneys of the Principal for in the name and on behalf of the Principal and the said Attorney or Attorneys 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:

S. K. BANDYOPADHYAY
Notary Public, Govt. of India
Regd. No. 10239 / 13
C.M.'s Court,
2, Bankshall Street,
P.S. -Hare, Street,
Calcutta-700 001



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 thereof (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 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 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 said plan and/or for construction of the new building/s at the said premises and obtaining utilities and facilities therein.

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[Signature]



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 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
10. 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 hereinstant.
11. 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.
12. To apply for and obtain the Completion or Occupation or other certificates from the Nabadiganta Industrial Township Authority and/or other concerned authorities.
13. 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 authorities in such manner as the said Attorney or Attorneys may deem fit and proper.
14. 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.
15. 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.
16. 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

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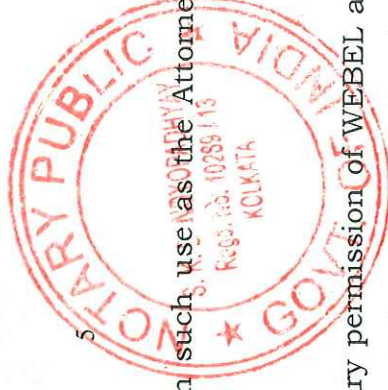
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and the units comprised therein such use as the Attorney or Attorneys may deem fit and proper.

17. 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.
18. For all or any of the purposes hereinbefore 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, present and take return of all title deeds concerning the said premises and other papers and documents (including cause papers and orders passed in any 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. Title deeds will always be with Genpact , 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.
19. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revisions and other legal proceedings and demands civil criminal or revenue concerning the sanctioning revalidation renewal modification and/or alteration of the plans and/or touching any of the matters herein stated in which the Principal in any way or manner now is 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 Municipal Tribunal, Collector, etc.

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20. To sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding as the occasions shall require and/or as the said Attorney or Attorneys may think fit and proper.
21. To accept notices summons and services of papers from any Court, Tribunal, postal authorities and/or other authorities and/or persons.
22. To receive or pay and/or deposit on behalf and account of the Principal all court fees duties taxes levies etc. and to receive, on behalf and account of the Principal refund of the excess amount if any, paid and to give valid and effectual receipts in respect thereof.
23. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors and to revoke such appointments.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained (including those relating to sanctioning modifications and/or alteration of plans in respect of construction of building or buildings at the said premises or any part thereof) 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.

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

S. K. BANDYOPADHYAY
Notary Public, Govt. of India
Regd. No. 10289 / 13
C.M.M.'s Court,
2, Bankshall Street,
P.S.-Hare Street,
Calcutta-700 801

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



Identified by me

Swadesh Ranjan Bhunia
Advocate

For GENPACT INDIA

AUTHORISED SIGNATORY

On Identification by the Advocate
.....
SIGNATURE ATTESTED BY ME

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

For SIMPLEXINFRA TECHNOPARK LLP

08 JUL 2015

For SIMPLEXINFRA TECHNOPARK LLP
Amit Sarda
Simples Infra Commodity Trade PVT. LTD.)
Amit Sarda

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