

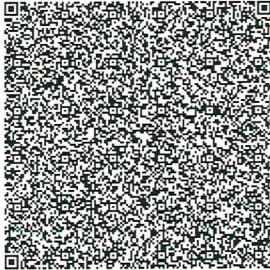


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA97570110237766L
Certificate Issued Date : 28-Dec-2013 11:34 AM
Account Reference : SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BA
Unique Doc. Reference : SUBIN-KAKA-SHCIL53647864317919L
Purchased by : PRIDE AND EXPERT PROPERTIES PVT LTD
Description of Document : Article 12 Bond
Description : ESCROW ACCOUNT AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PRIDE AND EXPERT PROPERTIES PVT LTD
Second Party : SRI RAMA METAL WORKS
Stamp Duty Paid By : PRIDE AND EXPERT PROPERTIES PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Authorised Signatory
for Stock Holding Corporation of India Ltd.

-----Please write or type below this line-----

ESCROW ACCOUNT AGREEMENT

This Escrow Account Agreement is executed on this 8th day of January Two Thousand Fourteen, 08/01/2014 ("Escrow Agreement") at Bangalore by and between

M/S. SRI RAMA METAL WORKS, a Partnership Firm,
No. 320, Mysore Road, Bangalore – 560 026
Represented by its Partners,

Mr. Chand R. Belani, Mr. Prakash R. Belani and Mr. Sunder R Belani

For SRI RAMA METAL WORKS

Partner

For SRI RAMA METAL WORKS

For SRI RAMA METAL WORKS

For Pride & Expert Properties Pvt. Ltd.

Director

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Hereinafter referred to as the First Party, which term, wherever the context permits, shall mean and include its legal heirs, executors, assigns, administrators and legal representatives of the FIRST PART:

AND

M/S.PRIDE & EXPERT PROPERTIES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 901, 9th Floor, Pride Hulkul, Lalbagh Road, Bangalore – 560 027 duly represented herein by its Director MR. B. R. RAVINDRA (duly authorised in this behalf) hereinafter referred to as the Second Party which term, wherever the context permits, shall mean and include its representatives, administrators, successors and assigns OF THE SECOND PART:

1. WHEREAS, the First Party is the absolute owner of all that piece and parcel of the industrially converted land bearing property No. 320 bearing P-I-D No. 41-1-320 (Earlier Property No. 320 bearing P-I-D No. 41-1-320 and Property No. 320/5 bearing P-I-D No. 41-1-320/5) Mysore road, Bangalore – 560 026 (Both earlier forming part of Sy.No. 11/2, Deevitigeramanhalli Village, KengeriHobli, Bangalore South Taluk) measuring an extent of 199351 Sq. Ft. (Earlier 4 Acre 23 Guntas) which is moreparticularly described in the Schedule hereunder and hereinafter referred to as the Schedule Property:
2. WHEREAS, the First Party herein had entered into a Joint Venture Agreement dated 27-07-2012 (registered as Document No. 3256/12-13 dated 29-08-2012 in the Office of the Sub-Registrar, Basavanagudi (Chamrajapet) Bangalore) with the Second Party, which is hereinafter referred to as the "AGREEMENT", under the terms of which the Second Party had agreed to construct and develop at their cost the Schedule Property into a residential apartment complex in terms of which the First and Second Parties shall thereafter be entitled to become the Joint Owners of the Schedule A and B properties with the First Party's share being 36% of the Schedule B Property along with a proportionate share of the Schedule A Property and the Second Party's share being 64% of the Schedule B Property along with a Proportionate share of the Schedule A property or be entitled to the sale consideration in the same ratio in the event of the sale of the Schedule A and Schedule B Properties.
3. Under the terms of the agreement, the First Party and the Second Party with a view to share revenue from the project agree that the entire super built up area in the form of residential apartments to be constructed and developed on the Schedule property shall be sold jointly by the First Party and the Second Party and will share the proceeds in the ratio as mentioned above and have agreed to jointly open and operate a Joint Escrow Current Bank Account for the purpose of receiving the sale proceeds from the allottees/prospective buyers of the properties in the Project. The title of the account shall be Pride Enchanta Escrow A/C as mutually agreed by the Parties and the same shall be operated under joint signatures of authorized signatories of all the Parties.

For SRI RAMA METAL WORKS

Partner

For SRI RAMA METAL WORKS

For SRI RAMA METAL WORKS

Partner

For Pride & Expert Properties Pvt. L.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES IT IS AGREED BY THE PARTIES AS FOLLOWS.

1. APPOINTMENT OF ESCROW AGENT.

- a) Subject to the provisions hereof, the Parties do hereby irrevocably appoint Karnataka Bank Ltd with its branch situated at No. 323, 1st Floor, 1st Cross, 4th Block, 3rd Stage, Basaveshwara Nagar, Bangalore 560079 as the Escrow Agent and the Escrow Agent hereby accepts its appointment as Escrow Agent on the terms and conditions appearing hereinafter.
- b) The parties hereby agree that the sole obligation of the Escrow Agent shall be to act in accordance with the provisions of this Agreement and to do, perform and exercise the acts, deeds and powers which the Escrow Agent is hereby authorised and instructed to do, perform and exercise under this Agreement.

2. ESTABLISHMENT OF ESCROW ACCOUNT

- a) The Parties to this Agreement shall jointly open an irrevocable Escrow Account designated as "Pride Enchanta Escrow A/C," with the Escrow Agent in form and manner satisfactory to the Parties ("Escrow Account"), and it shall be maintained at all times until termination of this Escrow Agreement/Principal Agreement.
- b) To facilitate easy transfer of funds from/to the above said joint escrow account, each party shall also open and maintain a current A/c in its own name with the Escrow Agent and the monies received in the Escrow A/c shall be transferred into these Current Accounts by the Escrow Agent as per terms enumerated hereinafter.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES.

- a) The Parties hereby jointly and severally agree amongst themselves as follows:
 - (i) That the Parties either individually or jointly shall not create any charge, lien or any encumbrance whatsoever, in favour of any person on the amount lying to the credit of the Escrow Account, except with joint written consent of all the parties and prior written joint instruction/information to the Escrow Agent.
 - (ii) That the Parties shall not do or cause to be done any acts, deed or things which may prejudicially affect the interest of the Escrow Agent.
 - (iii) That both the Parties shall have full authority to monitor all transactions of the Escrow Account including conducting of audits.
 - (iv) That the Escrow Agent shall not take cognizance in case of any instruction given by any of the parties under this Agreement which are contradictory to the instructions given by all the parties to the Escrow Agent under this Agreement.

For SRI RAMA METAL WORKS

Partner

For SRI RAMA METAL WORKS

Partner

For Pride & Expert Properties Pvt. Ltd.

b) The Escrow Agent hereby agree and undertake as under:

- (i) That the Escrow Agent shall furnish statements in respect of the Escrow Account to the Parties at such intervals as may be required by them.
 - (ii) That the Escrow Agent shall act only on the instructions which are given in writing jointly by all the Parties.
- c) The Parties hereby irrevocably authorize the Escrow Agent to pay and to transfer the funds from the Escrow Account as per Fund Distribution & Transfer Schedule given in Cl. 4 below subject to any variations / revisions given jointly by both the Parties in writing from time to time.

4. DEPOSITS INTO THE ESCROW ACCOUNT AND DISTRIBUTION & TRANSFER THEREOF

- a) All the basic sale proceeds of the project shall be deposited in the Escrow Account opened with the Escrow Agent, and out of the deposits made in the Escrow Account, the Escrow Agent shall forthwith transfer the following amounts to the parties to this agreement by transferring to the current accounts maintained by the parties with the Escrow agent in the following manner.
- (i) 36% of the total amounts deposited in the Escrow Account shall be transferred by the Escrow Agent to the current account maintained by the First Party with the Escrow Agent in the same branch on the day to day basis.
 - (ii) 64% of the total amounts deposited in the Escrow Account shall be transferred by the Escrow Agent to the current account maintained by the Second Party herein with the Escrow Agent in the same branch on the day to day basis.
- b) The Parties have decided to keep an amount of Rs. 1,00,000/- (Rupees One Lakh Only) as a minimum balance in the Escrow Account, and all the amounts exceeding the minimum balance will be transferred to the current accounts of the parties in the manner mentioned above.

5. REPRESENTATIONS AND WARRANTIES:

a) The Parties hereby represent and warrant that:

- (i) The Parties have all requisite legal power and authority to execute this Escrow Agreement and to carry out the terms, conditions and provisions, hereof.
- (ii) This Escrow Agreement constitutes valid, legal and binding obligations on the Parties enforceable in accordance with the terms hereof.

b) The Escrow Agent warrants with the Parties that the Escrow Agent is licensed under the Banking Regulations Act, 1949 and validly existing under the laws of India and has all requisite legal powers, authority and resources to enter into this Escrow Agreement and to perform its duties and obligations there under.

c) Each of the obligations of this Escrow Agreement and Agreement constitutes the valid, legal and binding obligations of the Parties enforceable in accordance with terms of the Escrow Agreement and Agreement respectively.

- d) There are no action, suit or proceedings pending or threatened, against or affecting the Escrow Agent before any court or administrative body or arbitral tribunal that could reasonably be expected to affect adversely or/ and materially the ability of the Escrow Agent to perform its duties and obligations under this Escrow Agreement.

6. INDEMNITY

- a) The Parties hereby agree to indemnify and keep indemnified and hold harmless the Escrow Agent from and against any and all claims and from and against any damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorney's fees and disbursements) incurred as a result of the assertion of any claim, by any person or entity, arising out of, the operation of the Escrow Account pursuant to the terms and conditions contemplated by this Escrow Agreement.
- b) The Parties hereby agree that the Escrow Agent shall have no liability towards the Parties for any loss or damage that the Parties may claim to have suffered or incurred, either directly or indirectly, by reason of this Escrow Agreement or any transaction contemplated by the provisions hereof, unless occasioned by the gross negligence or wilful misconduct of the Escrow Agent. In no event shall the Escrow Agent be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labour difficulties or other causes beyond the Escrow Agent's reasonable control or for indirect, special or consequential damages.

7. MISCELLANEOUS

- a) The Parties agree to pay or reimburse all expenses of the Escrow Agent including expenses for legal services of any kind in respect of, or incidental to, the enforcement of any of the provisions of this Escrow Agreement or in connection with any stamp duty or tax required to be paid by the Parties under this Escrow Agreement or any other deed/instrument necessary to be executed/entered or with respect to amendment, waiver or consent relating to this Escrow Agreement. Such expenses shall be shared by all the parties equally.
- b) All notices or other communications to or upon the parties hereto shall be given or made by registered post or recognized courier service (or, in case of urgency only by email, facsimile, promptly confirmed) to the respective registered/dealing addresses of the parties.
- c) All notices or communications made as aforesaid by registered post shall be deemed to have been duly given or made within 3 working days (excluding bank holidays & Sundays) after being deposited in the post office provided that those given or made by email, facsimile, as aforesaid shall be deemed to be duly given or made one (1) day (excluding bank holidays & Sundays) after such email, facsimile, is sent.
- d) Any party may by notice change the address to which such notices and communications are to be delivered or mailed.

For SRI RAMA METAL WORKS

Partner

For SRI RAMA METAL WORKS

Partner

For Pride & Export Properties Pvt. Ltd.

For SRI RAMA METAL WORKS

- e) This Escrow Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns,
- f) This Escrow Agreement has been executed in 3 (Three) copies, each of which shall be deemed as original and party of the First part, Party of the Second Part and the Escrow Agent will keep one original copy of the same.

8. TERMINATION

This Escrow Agreement cannot be terminated unilaterally by the Parties under any circumstances. It can only be terminated by joint written instruction of all the Parties to this Agreement.

9. SPECIFIC PERFORMANCE

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this contract and also recover cost, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach.

10. ARBITRATION

In the event of any disputes between the parties hereto relating to the matters mentioned above, the same shall be resolved through Arbitration as per the provisions of the Arbitration and conciliation Act, 1996 and the statutory modifications thereof. The Arbitration proceeding shall be conducted at Bangalore on the date, time and place as decided by the Arbitrator/s so appointed for this purpose from time to time.

11. COURTS OF LAW

The Courts of Law at Bangalore shall exercise relevant jurisdiction over any disputes or differences that may arise between the parties under this agreement.

SCHEDULE A PROPERTY

All that piece and parcel of the industrially converted land bearing property No. 320 bearing P-I-D No. 41-1-320 (Earlier Property No. 320 bearing P-I-D No. 41-1-320 and Property No. 320/5 bearing P-I-D No. 41-1-320/5) Mysore road, Bangalore – 560 026 (Both earlier forming part of Sy.No. 11/2, Deevitigeramanhalli Village, KengeriHobli, Bangalore South Taluk) measuring an extent of 199351 Sq. Ft. (Earlier 4 Acre 23 Guntas) as bounded on the:

East : Survey No. 7
West : Road and thereafter Sy. No. 12
North : Sy. No. 11/1 and Bangalore – Mysore Highway
South : Sy. No. 10

For SRI RAMA METAL WORKS

Partner

For SRI RAMA METAL WORKS

For Pride & Expert Properties Pvt. Ltd

SCHEDULE B PROPERTY

A Residential Complex comprising basement, ground + upper floors with or without individual villas, common facilities, amenities, services, roads and boundary walls.

IN WITNESS WHEREOF, each of the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first hereinabove written

SIGNED AND DELIVERED
M/s. Sri Rama Metal Works
First Party

For SRI RAMA METAL WORKS For SRI RAMA METAL WORKS For SRI RAMA METAL WORKS
Partner Partner Partner
(Chand R Belani) (Prakash R Belani) (Sunder R Belani)
Partner

SIGNED SEALED AND DELIVERED
BY the within named M/S.PRIDE & EXPERT PROPERTIES PRIVATE LIMITED,
Second Party

For Pride & Expert Properties Pvt. Ltd.
Director
Mr. B. R. RAVINDRA
Director

SIGNED AND DELIVERED

By the within named Karnataka Bank Ltd., As Escrow Agent

For KARNATAKA BANK LTD
Senior Branch Manager
Basaveshwaranagar, B'lore-79
Mr. Madhukar Vaidya (Senior Branch Manager)
Authorized Signatory