



CHALLAN  
MTR Form Number-6

GRN	MH003704645201516E	BARCODE			Date	19/09/2015-16:39:10		Form ID	55(A)(2)	
Department					Inspector General Of Registration					
Type of Payment					Non-Judicial Customer-Direct Payment					
					Non-Judicial Customer-Direct Payment					
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	
Account Head Details					Amount In Rs.		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 7	
							Remarks (If Any)			
							PAN2==PN=Lodha Elevation Buildcon P			
							rivate Limited~CA=			
							Amount In			
							Five Hundred Rupees Only			
Total					500.00		Words			
Payment Details					PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details					Bank CIN		REF No.		03006172015091900305 54045276	
Cheque/DD No					Date		19/09/2015-16:41:34			
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 escrow agreement dated 6<sup>th</sup> October 2015  
Between Lodha Elevation Buildcon Pvt. Ltd. and Simtools Pvt. Ltd. and  
Trilokesh City developers LLP. and Mr. Bheru chandhary.

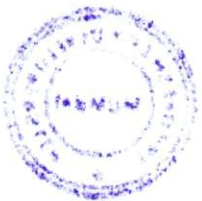
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ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made at Thane this 06<sup>th</sup> day of October, 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, hereinafter referred to as "SELLER" (which expression shall unless contrary to the context or meaning thereof, mean and include its successors and assign) 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, 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





M/S. TRILOKESH CITY DEVELOPERS LLP, LLPIN AAE-5663, a Limited Liability Partnership firm, having its registered office address at C-109, Hind Saurashta 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 successor and assigns) of the **THIRD PART**

AND

MR. BHERU CHAUDHARY, having his address at 21, Commerce House, Ropewalk Street, Fort, Mumbai – 400 023, hereinafter referred to as "**ESCROW AGENT**" of the **FOURTH PART**

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

WHEREAS:-

- A. The Parties hereto have entered into an Agreement to Sell dated 23<sup>rd</sup> September 2015 ("**Agreement to Sell**") whereby the Seller has *inter alia* agreed to sell to the Purchaser and the Purchaser has *inter alia* agreed to purchase from the Seller the Unit (*as defined in the Agreement to Sell*) on the terms and conditions mentioned in the Agreement to Sell.
- B. Under the Agreement to Sell, it has been agreed between the Parties thereto that the transfer of the Shares, the details whereof are more particularly set out in **Schedule "1"** herein ("**Escrow Shares**"), by the Seller in favour of the Purchaser will be registered in the records of Simtools in accordance with the provisions of the Companies Act, 2013 by Simtools on expiry of 12 months from date of execution and registration of the Agreement to Sell 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 ("**Handover Date**") (collectively "**Seller's Obligations**").
- C. It is further agreed between the Parties that until such registration of transfer of the Shares from the Seller to the Purchaser by Simtools is completed, the share certificates evidencing the Shares and share transfer deeds thereof duly stamped and executed by the Seller shall be kept in escrow with the Escrow Agent.
- D. The Parties accordingly wish to escrow the original share certificates evidencing the Shares and duly stamped and executed share transfer deeds thereof (hereinafter referred to as "**Escrow Documents**") with the Escrow Agent and the Escrow Agent has accepted to do so, subject to terms and conditions of this Agreement.





**NOW THEREFORE**, in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration the adequacy of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

**1. DEFINITION**

Capitalized terms whenever used in this Agreement shall, unless repugnant to the meaning or context thereof, have the meaning attributed to such term under the Agreement to Sell.

**2. EFFECTIVE DATE**

The Parties agree and understand that this Agreement shall be valid and binding from the date of execution of this Agreement and shall remain in effect unless the Parties terminate the arrangement in accordance with Clause 9 of this Agreement.

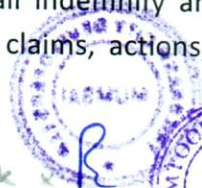
**3. APPOINTMENT OF ESCROW AGENT**

3.1 **Appointment.** The Parties hereby nominate and appoint the Escrow Agent and the Escrow Agent hereby accepts such appointment and undertakes to operate, function, act and represent as the escrow agent for the Escrow Documents subject to and in accordance with the terms and conditions of this Agreement.

3.2 **Performance.** In performance of his duties under this Agreement, the Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by him in good faith to be genuine, final and duly signed by authorised signatory of any Party hereto, and shall not be required to investigate the truth, accuracy, finality of any statement contained in any such document or instrument. The Escrow Agent may assume that any Person purporting to give any notice in accordance with the provisions hereof has been duly authorized to do so.

3.3 **Dealing with the Escrow Documents.** The Seller, Simtools and the Purchaser agree, and the Escrow Agent undertakes, that the Escrow Documents (defined below) shall be held, applied, released and/or otherwise dealt with in accordance with this Agreement. The Parties agree that the obligations of the Escrow Agent as set out in this Agreement shall not be affected by any disputes or contentions between and amongst the Parties and that the Escrow Agent shall be entitled to carry out its obligations as set out herein regardless of any such disputes or contentions that may be raised.

3.4 **Indemnification.** The Purchaser shall indemnify and hold harmless the Escrow Agent from and against all claims, actions, demands, liabilities,



proceedings or judgments which the Escrow Agent may incur or suffer or may be brought against the Escrow Agent, and from and against all losses, costs, charges, liabilities and expenses reasonably incurred, in connection with the performance by the Escrow Agent of his duties under or in connection with this Agreement.

- 3.5 **Limitation of liability.** The Escrow Agent shall not be personally liable in any manner whatsoever to any Party for any act it may do or omit to do hereunder as such Escrow Agent, or for any loss, harm, damage, cost or expenses of any kind suffered by any Person or entity as a consequence of the action or inaction of the Escrow Agent .

#### 4. **DELIVERY OF ESCROW DOCUMENTS**

Simultaneous with the execution of this Agreement, the Seller deliver to the Escrow Agent the following documents ("**Escrow Documents**"):

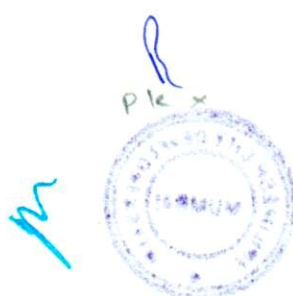
- 4.1 **Physical Share Certificates & Transfer Deeds:** The Seller shall deliver the following documents to the Escrow Agent: (a) original share certificates evidencing the title to the Escrow Shares and (b) duly stamped and signed share transfer form, in Form No. SH.4 as prescribed under the Companies (Share Capital and Debentures) Rules, 2014, for transfer of the Escrow Shares by the Seller to the Purchaser.

#### 5. **OPERATION OF THE ESCROW**

- 5.1 **Object of Escrow.** The purpose of this arrangement is to secure the due performance and discharge in full of the Seller's Obligation (as defined herein) and to tender the Escrow Documents to the Purchaser (or its nominees) upon exercise of rights by the Purchaser under the Agreement for Sale and this Agreement.

- 5.2 **Operating / Release & Transfer Procedures. The following Operating/ Releasing & Transfer Procedure shall be followed only in the event of the Seller failing to fulfil the Seller's Obligations under the Agreement to Sell on the Handover Date:**

- 5.2.1 **Escrow Notice.** On or after the Handover Date, the Purchaser shall provide a written notice to the Escrow Agent, with a copy to the Seller and Simtools, instructing the Escrow Agent to deliver to the Purchaser the Escrow Documents ("**Escrow Notice**"). The Escrow Notice shall be in the form set out in **Schedule "2"** and executed by authorised representatives of the Purchaser as set out in **Schedule "3"**.





5.2.2 **Delivery of Escrow Documents.** Upon receiving the Escrow Notice, the Escrow Agent as aforesaid shall deliver the Escrow Documents to the Purchaser.

5.2.3 **Transfer.** As and when the Purchaser presents to Simtools the Escrow Documents, Simtools shall register the transfer of Shares in favour of the Purchaser.

6. **FEES AND EXPENSES.**

For the services to be rendered by the Escrow Agent under this Agreement, the Purchaser alone shall, pay the Escrow Agent a lumpsum fee of Rs.1,000/- (Rupees One Thousand only) ("Escrow Fees"), payable on execution of this Agreement.

7. **RESIGNATION/ REMOVAL OF ESCROW AGENT**

8.1 **Resignation.** The Escrow Agent may, at any time, resign by giving written notice (a "Resignation Notice") to such effect to the Parties. On receipt of a Resignation Notice from the Escrow Agent, the Parties shall appoint a successor escrow agent as soon as reasonably possible and in any event within thirty (30) days of receipt of the Resignation Notice. Provided that, the Escrow Agent shall continue in its role till the time the Parties enter into an agreement similar to the Agreement with the successor escrow agent and the Escrow Agent hands over the Escrow Documents to the successor escrow agent;

8.2 **Removal.** The Escrow Agent may, at any time, be removed by the Purchaser, by giving a thirty (30) days written notice to the Escrow Agent. The Purchaser shall nominate and appoint a successor escrow agent acceptable to the Seller. Provided that, the Escrow Agent shall continue in its role till the time the Parties enter into an agreement similar to the Agreement with the successor escrow agent and the Escrow Agent hands over the Escrow Documents to the successor escrow agent.

8. **TERMINATION.**

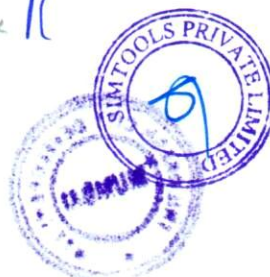
The Parties may terminate this Escrow Agreement at any time by mutual written agreement. This Escrow Agreement will automatically stand terminated upon successful handover of the Escrow Documents by the Escrow Agent to the Purchaser, as contemplated herein.

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9. **MISCELLANEOUS.**

9.1 **Governing Law, Jurisdiction.** This Agreement shall be governed by and construed under the laws of India, without regard to the conflicts of law provisions thereof. The courts in Mumbai shall have an exclusive jurisdiction.

9.2 **Notices.** Any notice, request, instruction or other document to be given under this Agreement by any Party to the other shall be in writing and delivered in person or by courier, facsimile transmission, sent by a nationally recognised overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date of such receipt is acknowledged), as follows:

**If to Seller.**

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

**If to Simtools.**

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

**If to Purchaser.**

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

**If to Escrow Agent.**

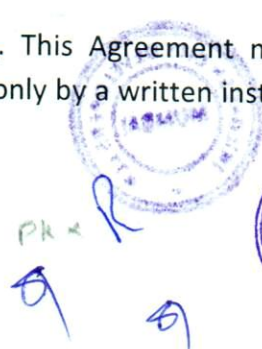
21, Commerce House,  
Ropewalk Street, Fort,  
Mumbai – 400 023

any Party may, from time to time, designate any other address to which any such notice to it or such Party shall be sent. Any such notice shall be deemed to have been delivered upon receipt.

9.3 **Confidentiality.** The Escrow Agent will treat information relating to the Parties as confidentially, but (unless consent is prohibited by Applicable Law), the Parties consent to the transfer and disclosure by the Escrow Agent of any information relating to the Parties to and between branches, representative offices etc. to the extent required for the provision of the services hereunder wherever situated, for confidential use.

9.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 **Amendments and Waivers.** This Agreement may be modified, supplemented or amended only by a written instrument executed by the Parties hereto.



Handwritten blue ink mark, possibly a signature or initials.



9.6 **Severability.** If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is declared invalid or unenforceable, the offending provision will be modified so as to maintain the essential benefits of the bargain among the Parties hereto to the maximum extent possible, consistent with law and public policy.

9.7 **Further Assurance.** Each Party shall from time to time, at the request of any other Party and without further cost or expense to such requesting Party, execute and deliver such other instruments and take such other actions as such other party may reasonably request in order more effectively to carry out terms of this Agreement.

9.8 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understanding of the parties, oral and written, with respect to such subject matter.

9.9 **Representation by Signatories.** Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon the said Party and that all corporate approvals and procedures necessary for vesting such authority on his have been duly obtained and complied with.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS**, the Parties have executed this Agreement as of the date first written above.

SIGNED AND DELIVERED BY THE

Within named **SELLER**

**LODHA ELEVATION BUILDCON**

PRIVATE LIMITED

through its authorized signatory

Mr. Surendran Nair

in pursuance of Board Resolution

passed in Board Meeting dated 15/9/2015

in the presence of:

P. Ramesh chavan

ansol - shailesh more

For Lodha Elevation Buildcon Pvt. Ltd.  
Directors/Authorised Signatory





SIGNED AND DELIVERED BY THE

Within named SIMTOOLS

SIMTOOLS PRIVATE LIMITED

through its authorized signatory

Mr. Surendran Nair

in pursuance of Board Resolution

passed in Board Meeting dated 15/9/2015

in the presence of:

- ① Ramesh chavan - P.  
② Shailish more - more

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 pursuance of Resolution

dated 8<sup>th</sup> Sep. 2015

in the presence of:

- ① Saket Lohia Kahs  
② Rudrajit Mishra Mishra

For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

SIGNED AND DELIVERED BY THE

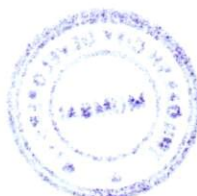
Within named ESCROW AGENT

MR. BHERU CHAUDHARY

in the presence of:

- ① Saket Lohia Kahs  
② Rudrajit Mishra Mishra

Bheru Chaudhary



SCHEDULE 1

**ESCROW SHARES**

Name of the Seller	No. of shares	Distinctive Nos.	Share Certificate No.	Folio Number
Lodha Elevation Buildcon Private Limited	21797	180080 to 201876	15	30
	14900	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	24	30
	2220	286080 to 287079, 262080 to 263079, 299430 to 299529, 298930 to 299029, 298630 to 298649	29	30
Total	38,917			

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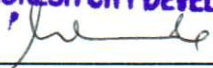


## SCHEDULE 2

### FORM OF ESCROW NOTICE

We refer to the Escrow Agreement dated [●] September 2015 entered amongst Lodha Elevation Buildcon Private Limited, Simtools Private Limited, Trilokesh City Developers LLP, and Mr. Bheru Chaudhary (the "Escrow Agreement"). Words and expressions used in this Escrow Notice shall have the same meanings as in the Escrow Agreement.

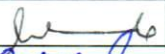

This instruction is being provided to you in accordance with Section 5.2 (Operating/Release & Transfer Procedures) of the Escrow Agreement. You are informed that the Handover Date, in accordance with Recital B read with Section 5.2 of the Escrow Agreement has occurred. You are, therefore instructed to deliver to us the Escrow Documents.

For [NAME OF THE PURCHASER]  
**For TRILOKESH CITY DEVELOPERS LLP**  
x KK   
\_\_\_\_\_  
Name: **Authorised Signatory / Partner**  
(Authorised Representative)

**For TRILOKESH CITY DEVELOPERS LLP**  
x PK   
**Authorised Signatory / Partner**



SCHEDULE 3  
AUTHORISED REPRESENTATIVES OF THE PURCHASER

	Name	Position	Specimen Signatures	Telephone Number
Mr.	Kirti V. Kedia	Designated Partner	xKK 	66894000.
Mrs.	Pragna Kirti Kedia	Designated Partner	xPK 	66894000.
	Representing as			
	Managing Trustee			
	of JSK Pvt. Trust.			



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