



CHALLAN
MTR Form Number-6

GRN	MH003704308201516E	BARCODE			Date	19/09/2015-16:26:41		Form ID	55(A)(2)		
Department	Inspector General Of Registration				Payer Details						
Type of Payment	Non-Judicial Customer-Direct Payment				TAX ID (If Any)						
	Non-Judicial Customer-Direct Payment				PAN No. (If Applicable)		AAKFT4459L				
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				CORPORATION BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		REF No.		03502302015091900286		RS19092015994944	
Cheque/DD No				Date		19/09/2015-16:24:00					
Name of Bank				Bank-Branch		CORPORATION BANK					
Name of Branch				Scroll No. , Date		Not Verified with Scroll					

Mobile No. : Not Available

This document forms part of the DEED OF INDEMNITY dated 23/09/2015 by Trilokesh City Developers LLP in favor of Lodha Elevation Buildcon Pvt Ltd. and Simtools Pvt. Ltd.





DEED OF INDEMNITY

THIS DEED OF INDEMNITY ("Deed") executed at Mumbai on this 23 day of September, 2015

By

M/S. TRILOKESH CITY DEVELOPERS LLP, LLPIN AAE - 5663, 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 the "Obligor" or the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**;

IN FAVOR OF

1. **LODHA ELEVATION BUILDCON PRIVATE LIMITED**, a company registered under the provisions of the Companies Act, 1956 and having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400001 Mumbai, hereinafter referred to as the "Obligee 1" (which expression shall unless it



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be repugnant to the context meaning thereof be deemed to mean and include its successors and assigns) of the **SECOND PART**.

AND

2. **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**" or "**Obligee 2**" (which expression shall unless contrary to the context or meaning thereof, mean and include its successors and assigns) of the **THIRD PART**.

Obligee 1 and **Obligee 2** are collectively referred to as the "**Obligees**". The "**Obligor**", the "**Obligees**" are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**" wherever the context so requires.

WHEREAS:

- A. By an Agreement to Sell dated 23rd September 2018 (hereinafter referred to as "**Agreement to Sell**") executed *inter alia* between the Obligee, as the Seller of the one part and the Obligor as the Purchaser of the other part, the Obligor has agreed to purchase and acquire from the Obligee a Unit being the entire 7th Floor of Wing A & B of the Building known as i-Think Techno Campus ("**Building**") situated at Pokhran Road No. 2, Off Eastern Express Highway, Thane (West), 400607 more particularly described in Annexure 1 of said Agreement to Sell (hereinafter referred to as the "**Unit**") for the consideration and on the terms and conditions recorded in the said Agreement to Sell.
- B. The Obligor is aware that the Unit is an IT/ITES unit and in accordance with the extant applicable rules and regulations, the Obligor has agreed to use the Unit for IT/ITES purpose only. In the event due to change or revision in policy by the Government or any other public body or upon a specific permission being granted to the Purchaser by the relevant authorities, the Purchaser shall, at its sole risk, cost and expense, be entitled to use the Unit for such other purpose. Provided however that, if any payment, premium, cess, charge or tax is charged from the



Seller/Simtools for change in user of the Unit for any purpose other than IT/ITES, the same shall solely be borne and paid by the Purchaser and the Purchaser has agreed to indemnify the Seller and Simtools for all the costs, expenses, loss and damage that the Obligees may suffer/incur on account of the change of the user of the Unit for purpose other than IT/ITES and/or any premium, cess, tax or charges becoming payable in that regard.

C. In consideration of the aforesaid the Obligor has agreed to execute this Deed in the manner appearing herein after.

NOW THIS DEED OF INDEMNITY WITNESSETH AND IT IS HEREBY AGREED BY THE OBLIGOR AS FOLLOWS:-

1. The recitals contained hereinabove shall form part of this Deed as if the same are incorporated herein verbatim.
2. The Obligor agrees to use the Unit for IT/ITES purpose only and not for any other purpose. In the event due to change or revision in policy by the Government or any other public body or upon a specific permission being granted to the Purchaser by the relevant authorities, the Purchaser shall, at its sole risk, cost and expense, be entitled to use the Unit for such other purpose.. Provided however that, if any payment, premium, cess, charge or tax, is charged from the Obligees for change in user of the Unit for any purpose other than IT/ITES, the same shall solely be borne and paid by the Purchaser and the Purchaser agrees and undertakes to indemnify the Obligees of all costs, expenses, loss and damages that may be actually incurred or suffered by or claimed against the Obligees on account of the change of the user of the Unit for purpose other than IT/ITES and/or any premium, cess, tax or charges becoming payable in that regard.
3. This indemnity is irrevocable and is binding on the Purchaser.
4. Any dispute in relation to this Indemnity shall be subject to the exclusive jurisdiction of Mumbai courts. This Deed shall be governed by the laws of India.

IN WITNESS WHEREOF the Obligor has set her hands / seal hereunto on this the 23rd day of Sept., 2015.



SIGNED AND DELIVERED BY THE)
WITHIN NAMED OBLIGOR)
TRILOKESH CITY DEVELOPERS LLP)

through its Designated Partners)

1. Kirti Vishwanath Kedia
(Partner)



For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

2. Pragna Kirti Kedia being the
Managing Trustee JSK Private Trust
(Partner)



For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

in pursuance of Resolution dated 8th Sep 2015

in the presence of:)

Saket Lohia)

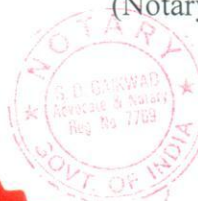
IDENTIFIED BY:

(Advocate)

Ashish
Inokrajit Mishra
Advocate
M.No: MAH/2639/2009

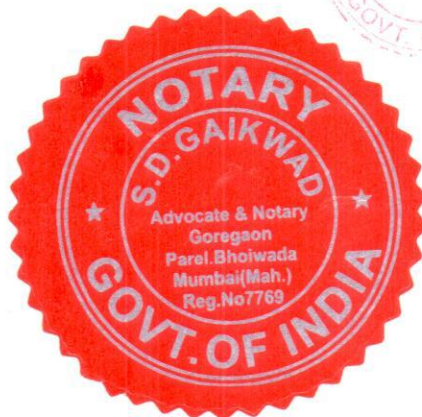
BEFORE ME:

(Notary)



BEFORE ME

S. D. GAIKWAD
Advocate & Notary
1/6, Mogra Ankur C IS
Best Nagar Mal
Goregaon (W) MUMBAI 400 10



S. D. GAIKWAD	
NOTED & REGISTERED	
Sr. No. <u>863</u>	Page No. <u>1258</u>
Date <u>5/10/15</u>	

