



CHALLAN
MTR Form Number-6

GRN	MH003704693201516E	BARCODE			Date	19/09/2015-16:40:51	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						
					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=					
Total			500.00	Amount In Words	Five Hundred Rupees Only						
Payment Details	PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK								
Cheque-DD Details			Bank CIN	REF No.	03006172015091900306	54045364					
Cheque/DD No			Date		19/09/2015-16:43:14						
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 Safe keeper Agreement dated _____ by IDBI Trusteeship Services Ltd and Trilokesh City Developers LLP & Lodha Elevation Buildcon Pvt Ltd. & Simtools Pvt Ltd. & Voltas Limited & Aditya Birla Finance Ltd.



SAFE KEEPER AGREEMENT

This **SAFE KEEP AGREEMENT** (the "Agreement") is made on this _____ day of September 2015 by and between:

IDBI TRUSTEESHIP SERVICES LIMITED, a company established under the Companies Act, 1956 (1 of 1956) and having its Registered Office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400001 (Hereinafter referred to as "the Safe Keeper", which expressions should unless repugnant to the context include its respective successors, substitutes and assigns) **OF THE FIRST PART;**

AND

TRILOKESH CITY DEVELOPERS LLP, LLPIN AAE-5663, C-109, Hind Saurashtra Industrial Estate, 85/86, M.V. Road, Marol Naka, Andheri (East), Mumbai – 400059 (hereinafter called the "Borrower" which term unless the context otherwise requires includes its successors and assigns) **OF THE SECOND PART;**

AND

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 called the "LEBPL" which term unless the context otherwise requires includes its successors and assigns) **OF THE THIRD PART;**

AND

SIMTOOLS PRIVATE LIMITED, 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 called "SIMTOOLS" which term unless the context otherwise requires includes its successors



and assigns) **OF THE FOURTH PART**

AND

VOLTAS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Voltas House 'A', Dr. Babasaheb Ambedkar Road, Chinchpokli, Mumbai – 400 033 (hereinafter called "Voltas" which term unless the context otherwise requires includes its successors and assigns) **OF THE FIFTH PART**

AND

ADITYA BIRLA FINANCE LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat – 362266, India (hereinafter referred to as the "ABFL", which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns) **OF THE SIXTH PART**.

WHEREAS:

1. By Agreement to Sell dated _____ (hereinafter referred to as "Agreement to Sell"), executed inter alia by and between LEBPL, Simtools and Voltas, and the Borrower, LEBPL has inter alia agreed to grant, sell, convey, transfer and assure unto the Borrower, the entire 7th Floor, Wing A&B, i-Think Techno Campus, Pokhran Road No. 2, Off Eastern Express Highway, Behind TCS, Thane (W) – 400607, subject to LEBPL realizing the entire Total Consideration payable under the Agreement to Sell and as more particularly described therein ("Unit") for the consideration and on terms and conditions therein contained.
2. ABFL has sanctioned to the Borrower certain loan facilities, which is inter alia secured by charge over the aforesaid Unit.
3. The Borrower has informed LEBPL, Simtools and Voltas that the Borrower intends to lodge and register the Agreement to Sell with the Sub-Registrar of Assurances, Thane within a period of 100 days from the date of execution of the Agreement to Sell. LEBPL, Simtools and Voltas have agreed and undertaken to the Borrower to attend the office of the Sub-Registrar of Assurances, Thane and admit execution thereof within a period of 2 business days from the receipt of the Borrower/ ABFL's Notice (as defined herein). The Borrower has further requested



and LEBPL, Simtools and Voltas have agreed to grant in favour of ABFL a specific Power of Attorney authorizing ABFL to admit execution of the Agreement to Sell before the Sub-Registrar of Assurances, Thane in the event LEBPL or Simtools or Voltas fail to attend the office of the Sub-Registrar of Assurances, Thane and admit the same within a period of 2 business days from the date of receipt of the Borrower/ ABFL's Notice.

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4. On the express request of the Borrower, LEBPL, Simtools and Voltas have executed Power of Attorney dated _____ in favour of ABFL, for the limited purpose of only admitting the execution of the Agreement to Sell and registration of the said Agreement to Sell before the Sub-Registrar of Assurances, Thane ("POA"/"Document").
 5. It is further agreed that the said POA shall be held and kept in safe custody of the Safe Keeper with an intent to deliver the same to (a) LEBPL as per mechanism set out in section 2.4 below (b) ABFL as per mechanism set out in section 2.6 below..
 6. Hence LEBPL, Simtools, Voltas, ABFL and the Borrower have approached the Safe Keeper who has agreed to hold the POA in safe custody on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

- (a) "**ABFL's Notice**" means a notice in writing issued by ABFL within a period of 120 days from the date of execution of the Agreement to Sell requesting LEBPL, Simtools and Voltas to attend the office of the Sub-Registrar of Assurances, Thane to admit execution of the Agreement to Sell.
- (b) "**Agreement**" means this agreement and any amendments or modifications hereto.
- (b) "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, byelaw, approval of any competent authority, directive, guideline,



policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any competent authority having jurisdiction over the matter in question, whether in effect as of the date of this agreement or at any time thereafter.

- (c) "**Borrower Notice**" means a notice in writing issued by the Borrower within the period of 100 days from the date of execution of the Agreement to Sell requesting LEBPL, Simtools and Voltas to attend the office of the Sub-Registrar of Assurances, Thane to admit execution of the Agreement to Sell.
- (c) "**Business Day**" means a day (other than a Saturday or Sunday) on which banks are generally open for business.
- (d) "**Document**" or "**POA**" means the Power of Attorney dated _____ executed by LEBPL, Simtools and Voltas in favour of ABFL.
- (e) "**LEBPL Notice**" means a notice in writing issued by LEBPL to the Safe Keeper with a copy to ABFL, requesting the Safe Keeper to deliver to LEBPL the POA upon LEBPL confirming that LEBPL, Simtools and Voltas have admitted the execution of the Agreement to Sell before the Sub Registrar of Assurances, Thane within a period of 120 days from the date of execution of the Agreement to Sell.
- (f) "**Parties**" means collectively LEBPL, Simtools and Voltas, ABFL, the Borrower and the Safe keeper, and individually means each of them, as the context may require.
- (g) "**Safe Keeper Notice**" means a notice in writing issued by the Borrower / ABFL to the Safe Keeper confirming that LEBPL or Simtools or Voltas failed to attend the office of the Sub-Registrar of Assurances, Thane to admit execution of the Agreement to Sell on or after the expiry of 2 business days from the receipt of the Borrower Notice or ABFL Notice, as the case may be and requesting the Safe Keeper to deliver the POA to ABFL.

1.2. Interpretations

In this Agreement, unless the context otherwise requires:

- (a) Capitalised terms used herein, unless the context otherwise requires shall have the same meaning as is ascribed to them in the Agreement to Sell. Headings are for convenience only and do not affect the interpretation of this agreement;
- (b) All references to a person includes a company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental authority or agency.
- (c) A reference to a party in any document includes that party's successors and permitted assigns;



- (d) All references in this Agreement to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made there under or under such re-enactment;
- (e) Words denoting the singular include the plural and vice-versa;
- (f) Words denoting one gender only shall include the other genders;
- (g) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business day, if the last day of such period is not a Business Day.
- (h) Unless otherwise specified, whenever any payment or action under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day;
- (i) All references in this Agreement to Clauses, Sub – clauses and the Schedule shall be construed as references respectively to the Clauses, Sub-clauses and the Schedule of this Agreement;
- (j) The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.
- (k) The Schedule shall form an integral part of this Agreement and all provisions contained in the Schedule hereunder written shall have effect in the manner as if they were specifically set forth herein; and
- (l) The Recitals contained herein shall constitute an integral operative part of this Agreement.

2. OBLIGATIONS OF THE PARTIES HERETO

- 2.1 LEBPL, Simtools and Voltas shall deliver to the Safe Keeper the Document for the purpose of safe keeping.
- 2.2 The Safe Keeper agrees, undertakes and covenants that it has accepted the said Document for the safe keeping and shall hold the same in trust for ABFL and act in accordance with the terms set out herein.
- 2.3 The Borrower shall lodge for registration the Agreement to Sell with the Sub-Registrar of Assurances, Thane at the earliest and no later than 100 days from the date of execution thereof. Upon the Borrower lodging the Agreement to Sell with the Sub-Registrar of Assurances, Thane, as aforesaid, the Borrower shall forthwith issue the Borrower Notice. LEBPL, Simtools and Voltas shall forthwith and no later than 2 business days from the receipt of the Borrower Notice attend the office of the Sub-



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Registrar of Assurances, Thane and admit execution of the Agreement to Sell.

- 2.4 In the event upon LEBPL, Simtools and Voltas having attended the office of the Sub Registrar of Assurances, Thane and admitted the execution of the Agreement to Sell, LEBPL shall issue the LEBPL Notice. Upon receipt of the LEBPL Notice, ABFL shall forthwith and no later than 2 Business Days from the date of receipt of the LEBPL Notice confirm with the Safe Keeper that LEBPL, Simtools and Voltas have admitted the execution of the Agreement to Sell before the Sub Registrar of Assurances, Thane ("ABFL Confirmation"). On receipt of ABFL Confirmation, the Safe Keeper shall forthwith deliver the POA to LEBPL. In the event, ABFL fails or neglects to issue the ABFL Confirmation within the aforesaid period of 2 Business Days, it shall be deemed to be that ABFL has no objection and has issued the ABFL Confirmation and the Safe Keeper shall within a period of 3 business days from date of receipt of LEBPL Notice, deliver the POA to LEBPL.
- 2.5 In the event of failure of the Borrower to lodge the Agreement to Sell with the Sub-Registrar of Assurances, Thane for registration on or before the expiry of 100 days from the date of execution of the Agreement to Sell, ABFL shall forthwith issue the ABFL Notice. LEBPL, Simtools and Voltas shall forthwith and no later than 2 business days from the receipt of the ABFL Notice attend the office of the Sub-Registrar of Assurances, Thane and admit execution of the Agreement to Sell.
- 2.6 In the event pursuant to the Borrower Notice or ABFL's Notice, as the case may be, and within the period of 2 Business Days from the receipt thereof, LEBPL or Simtools or Voltas fail to attend the office of the Sub-Registrar of Assurances, Thane and admit the execution of the Agreement to Sell, the Borrower/ABFL shall thereafter issue the Safe Keeper Notice. Upon receipt of the Safe Keeper Notice, the Safe Keeper shall forthwith deliver the POA to ABFL. ABFL shall upon receipt of the POA attend the office of the Sub-Registrar of Assurances, Thane and admit on behalf of LEBPL or Simtools or Voltas the execution of the Agreement to Sell.

3. RELEASE AND DELIVERY

- 3.1 The said Document deposited with the Safe Keeper shall be released and delivered only in accordance with the provisions of Clause No 2 above and not otherwise.

4. OBLIGATIONS OF THE SAFE KEEPER

- 4.1 At the request of the Borrower, the Safe Keeper has agreed to act as the Safe Keeper of the said Document on the terms and conditions contained herein.
- 4.2 The Safe Keeper hereby accepts the said Document and agrees that it shall only release and deliver them in accordance with terms hereof.
- 4.3 Unless otherwise specified herein, the Safe Keeper shall not facilitate or effect any transfer, or any other alienation of the said Document during the subsistence of this agreement or otherwise in any manner deal with or be a party to any dealings in relation to the said Document.



- 4.4 The Safe Keeper shall not be liable on any ground to any persons, including any other parties for releasing and delivering the said Document, if it has done so strictly in accordance with the written instructions as aforesaid.
- 4.5 Any written instructions as above received by the Safe Keeper shall be acted upon and the said Document, in respect of which such instructions have been received, shall be released and delivered back to ABFL or LEBPL, Simtools and Voltas, as the case may be, within 1 business day from the date of receipt of instructions/ request.
- 4.7. Notwithstanding anything to the contrary in this agreement, the Safe Keeper shall always be liable to the LEBPL, Simtools and Voltas and ABFL for all losses and/or damages to the said Document arising out of any gross negligence, misconduct, willful default or fraud of the Safe Keeper. However, the Safe Keeper shall not be liable for all losses and/or damages to the said Document arising out of force majeure.

5. FEES

The Borrower undertakes to pay to the Safe Keeper an amount of Rupees 21,000/- as service charges.

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6. NO ENCUMBRANCE

The Parties agree and confirm that, this Agreement contemplates placing the said Document in safe custody with the Safe Keeper and on the same being effected, such safe custody does not and will not in any manner constitute any encumbrance on the said Document.

7. REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants that as of the date of this Agreement and on each date during the term of this Agreement:

- (a) it has the power and all necessary consents, approvals, licenses and authorizations to enter into this Agreement, and that it has complied with such consents, approval, licenses, and authorisations in all material respects and none of the aforesaid have been revoked or otherwise terminated;
- (b) It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance, delivery and execution of this Agreement and all other agreements executed or to be executed in pursuance thereof;
- (c) this Agreement and all other agreements executed or to be executed in pursuance thereof constitute or will constitute legal, valid, binding and enforceable obligations of

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the Parties in accordance with their terms and conditions;

- (d) the entry into, and performance by the Parties of this Agreement and all agreements executed or to be executed in pursuance hereof and the transactions contemplated hereunder do not and will not;
 - (1) conflict in any material respect with any law or regulation or judicial or official order in each case currently applicable to the Parties or;
 - (2) Conflict in any material respect with any document which is binding on the Parties or on any its assets;
- (e) to the best of their knowledge, information and belief, there are no legal proceedings, suits, appeals, and other actions in law, whether judicial, fiscal, administrative or pending against them which:
 - (i) may, if successful, prevent the performance of this Agreement or any of the transaction contemplated hereby, or cause the rescission thereof, or
 - (ii) May, result in any encumbrance and/or any other third party rights or otherwise challenge or question any right, title or interest of the Parties in the said Document;
- (f) It has not transferred, assigned, disposed of, pledged, charged or created any lien or in any way encumbered the said Document.

8. TERMS OF TERMINATION

8.1 This Agreement shall, unless terminated earlier mutually, be effective from the date first written above and cease to be in force and effect upon (i) the issue of ABFL Confirmation or the Safe Keeper Notice, as the case may be; or (ii) the expiry of 120 days from the date of execution of the Agreement to Sell, whichever is earlier.

8.2 The Parties may terminate this Escrow Agreement at any time by mutual written agreement.

8.3 The rights and obligations of the Parties under this Agreement, which by their nature survive the termination of this Agreement, shall not be extinguished by termination of this Agreement.

8.4 The termination of this Agreement in any of the circumstances aforesaid shall not, in anyway, affect or prejudice any right or remedy accrued to any Party against the other, prior to such termination under this Agreement.

9. PARTIAL VALIDITY

In the event that any one or more of the provisions contained in this Agreement shall become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions contained herein shall not any way be affected or impaired thereby and the Parties agree to

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renegotiate such invalid, illegal or unenforceable provisions in good faith. In the event, the Parties do not arrive at any conclusion within 15 days, then:

- (a) such provisions shall be excluded from this Agreement;
- (b) the Agreement shall be interpreted as if the provisions were so excluded; and
- (c) the Agreement shall be enforced in accordance with the remaining terms.

10. ASSIGNMENT AND BENEFITS OF THIS AGREEMENT

- 10.1 This Agreement shall inure to the benefit of and be binding upon the Parties, their successors-in-interest and assigns as permitted.
- 10.2 Either Party shall not assign any of their obligations, rights, title, interest and benefits under this Agreement without the prior written consent of the other party.

11. INDEMNITY

The Borrower hereby indemnifies and keeps indemnified and harmless the Safe Keeper from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties, legal or other costs and expenses of investigating and/or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Indemnified Party arising out of or in connection with this Agreement.

12. NOTICES

Any notice or consent or communication required to be given or served by either Party hereto on the Other Party in respect of this Agreement, shall be given in writing in English language to the other party, and shall be deemed to have been duly served, if sent by prepaid registered mail / courier with acknowledgment due or by facsimile transmission or by email or by hand at the following address:

in the case of the LEBPL, Simtools and Voltas, to :

Kind Attention: Surendran Nair
Lodha Excelus, Level L2,
Apollo Mills Compound,
N.M. Joshi Marg, Mahalaxmi,
Mumbai – 400 011

Tel No. 022-23024000
Facsimile No. 022-23024690

(a) in the case of the ABFL to :

Kind Attention: National Sales Head, Mortgages (Presently Mr. Santanu Basu)



10th Floor, Classic Pentagon,
Western Express Highway,
Near Bisleri, Andheri (E), Mumbai - 400099
Tel No. 022-40555111 / ext. 136
Facsimile No. ---

in the case of the Safe Keeper,

Kind Attention : _____
IDBI Trusteeship Services Limited
Asian Building, Ground Floor,
17, R. Kamani Marg,
Ballard Estate,
Mumbai 400001
Tel No. (022) 40807000
Facsimile No. (022) 66311776

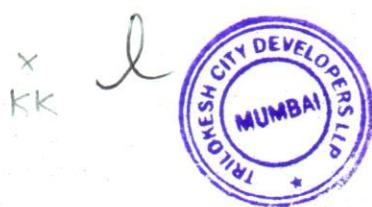
or to such other address or facsimile number as shall have been notified (in accordance with this Clause) to the other Parties hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served after the expiry of 3 days from the date of dispatch in the case of inland post, or seven days in the case of overseas post after dispatch and any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served 24 hours after the time of dispatch.

If Either Party changes the address or contact number or facsimile number as mentioned above, it shall advise the Other Party by way of registered post / courier the changed address within 7 (seven) days of its changing the address.

14. COSTS

- (a) The Borrower undertakes to pay to the Safe Keeper and/or their nominees the amount of all fees, costs and expenses (including but not limited to legal expenses, stamp duty, issue, registration, documentary and other fees, duties and taxes including interest and penalties) reasonably incurred by any of them in connection with the negotiation, preparation, printing, and amendment of this Agreement and any other documents referred to in this Agreement.
- (b) The Borrower shall on demand, within 7 (seven) Business Days of the date of such demand, pay to the Safe Keeper and/or their nominees, the amount of all reasonable fees, costs and expenses (including but not limited to legal fees, issue, registration, documentary and other fees, duties and taxes including interest and penalties) incurred by the Safe Keeper as a result of a breach by Parties of any term of this Agreement and/or in connection with the enforcement of, or the preservation of any other respective rights under Agreement.

15. GOVERNING LAW



This Agreement shall be governed by and construed in accordance with the Laws of India.

16. ARBITRATION AND JURISDICTION

(a) Dispute resolution.

In the event of any claim, difference, dispute or controversy arising between the Parties hereto under this Agreement or/out of or in connection with this Agreement or any transaction, entered into or effected pursuant to this Agreement, including without limitation, the execution, validity, enforcement, breach, performance, interpretation, implementation, alleged material breach, termination or expiration of this Agreement, the Schedule and/or transaction(s) entered into or effected pursuant to this Agreement, such claim, difference, dispute or controversy shall be referred to and settled by Arbitration. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The arbitration tribunal shall consist of a sole arbitrator to be appointed by ABFL. All parties to this Deed hereby expressly consent to ABFL being the sole appointing authority. Any vacancy created in the arbitration tribunal, for any reason whatsoever, shall also be filled only by ABFL acting as the sole appointing authority. Only a former judge of any High Court or the Supreme Court will be eligible to act as an arbitrator under this clause. The place of arbitration shall be Mumbai. Parties agree that the Courts in Mumbai shall have the exclusive jurisdiction to exercise all powers under the Arbitration & Conciliation Act, 1996.

(b) Jurisdiction

Subject to the provisions of sub – clause (a) above, with respect to any suit, action or proceedings relating to this Agreement, including in relation to any arbitration award ("Proceedings"), each of the Parties:

- (i) agrees that the courts and tribunals of competent jurisdiction at Mumbai shall have exclusive jurisdiction;
- (ii) irrevocably waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such tribunal or court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such tribunal or court does not have any jurisdiction over it and/or the subject matter of the proceedings; and
- (iii) irrevocably and unconditionally waives and agrees not to raise with respect to this Agreement any right to claim Sovereign or other immunity from jurisdiction or execution and any similar defence, and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any proceedings in relation to immunity.



17. SURVIVAL

The provisions of this Agreement relating to notice and jurisdiction shall survive the term of this Agreement.

18. MODIFICATION

This Agreement may be supplemented, amended or modified only by the mutual consent of the Parties. No supplement, amendment, or modification of this Agreement shall be binding, unless it is in writing and signed by all the Parties.

19. EQUITABLE REMEDIES

Either Party acknowledges and agrees that monetary damages may be an inadequate remedy for breach of the provisions of this Agreement, and either Party agrees that, notwithstanding anything to the contrary herein, in the event of a breach of any provision of this Agreement, either Party may enforce its respective rights and obligations by specific performance or injunctive remedy.

20. CONSTRUCTION

This Agreement is the result of negotiations between and has been reviewed by the Parties hereto and their respective legal advisors, accordingly this Agreement shall be deemed to be the product of all the Parties hereto.

21. CONFIDENTIALITY

The Parties agree to keep confidential, the terms and conditions of this agreement and all other agreements executed or to be executed in pursuance hereof, and the transactions contemplated hereby.

Provided that nothing contained above shall apply to any disclosure –

- (1) for the purpose of giving effect to the terms and conditions of this Agreement or related documents, or
- (2) pursuant to the requirements or conditions of any law applicable to the Parties hereto, or
- (3) pursuant to the legitimate request of any regulatory, statutory or judicial authorities having jurisdiction in or over the Parties.

22. COUNTERPARTS

This Agreement shall be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

23. ENTIRE AGREEMENT

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Save as otherwise expressly provided, this Agreement expresses wholly the understanding between the Parties and all prior understandings, representations, agreements (oral or written), deeds and/or licenses in relation to the subject matter of the transaction are contemplated under this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their respective names as of the date first above written.

IDBI TRUSTEESHIP SERVICES LIMITED

Signature : _____

Name : _____

Title : _____

For LEBPL _____

Signature : _____

Name : _____

Title : _____

For Simtools _____

Signature : _____

Name : _____

Title : _____

For Voltas _____

Signature : _____

Name : _____

Title : _____

For ABFL _____

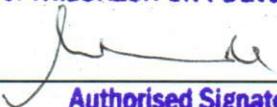
Signature : _____

Name : _____

Title : _____

For Borrower

For TRILOKESH CITY DEVELOPERS LLP

Signature : X KK 
Authorised Signatory / Partner

Name : _____

Title : _____