



DEED OF INDEMNITY

THIS DEED OF INDEMNITY ("Deed") executed at Mumbai on this 29th day of September, 2015

BY

TRILOKESH CITY DEVELOPERS LLP, LLPIN AAE-5663 having its registered office at C-109 Hind Saurashtra, Industrial Estate, 85/86, M. V. Road, Marol Naka, Andheri (East) Mumbai 400 059 hereinafter referred to as "**Obligors**" (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 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**

AND

3. **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 referred to as “VOLTAS” or “Obligee 3” (which expression shall unless contrary to the context or meaning thereof, mean and include its successors and assigns) of the **FOURTHPART**

Obligee 1, Obligee 2 and Obligee 3 are collectively referred to as the “Obligees”. The “Obligors”, 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 Sept. 2015 (hereinafter referred to as “Agreement to Sell”) executed *inter alia* between the Obligee 1, as the Seller of the one part and the Obligors as the Purchaser of the other part, the Obligors have agreed to purchase and acquire from the Obligea 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. For the purpose of availing certain loan facilities (“Loan Facility”), the Purchaser has mortgaged the said Unit unto and in favour of Aditya Birla Finance Limited, a non-banking financial company having its registered office at Vernal, Gujarat-362266 (herein referred to as “ABFL”) by way of deed of simple mortgage dated 29th September 2015 executed by and between *inter alia* the Obligee 1, the Purchaser and ABFL (“Deed of Mortgage”).
- C. The Obligors have informed the Obligees that they intend to register the said 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. The Obligors have further requested and the Obligees have executed a specific Power of Attorney authorizing/granting ABFL the power to admit on behalf of the Obligees the execution of the Agreement to Sell before the Sub Registrar of Assurances, Thane in the event that the Obligees fail to admit the same within a period of 2 business days from the date a request is made therefor.
- D. The Obligors have further agreed to indemnify and agreed to keep indemnified and harmless the Obligees for all the costs, expenses, loss and damage that the Obligees may suffer/incur on account of the power being exercised under the said Power of Attorney and/or any claims, liabilities, demands becoming payable in that regard.
- E. In consideration of the aforesaid the Obligors have agreed to execute this Deed in the manner appearing herein after.

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

1. The recitals contained hereinabove shall form part of this Deed as if the same are incorporated herein verbatim.
2. The Obligors hereby indemnify and agree to keep indemnified and harmless the Obligees for all the costs, expenses, loss and damage that the Obligees may suffer/incur on account of the power being exercised by ABFL under the said Power of Attorney and/or any claims, liabilities, demands becoming payable in that regard.
3. This indemnity is binding on the Obligors and shall be valid for a period of 7 (seven) years from the date of admission of execution of the Agreement to Sell, whereafter this indemnity shall automatically stand revoked and cancelled. Provided however that all the indemnity obligations of the Obligors shall survive such cessation with respect to claims/ legal proceedings which have been initiated before the expiry of said period of 7 (seven) years, but have not been disposed off and/or claims which have been raised by the Obligee before the expiry of said period of 7 (seven) years upon the Obligor but have not been settled in full.
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 Obligors have set their hands / seal hereunto on this the 29th day of September 2015.

[Signature clause to follow]



SIGNED AND DELIVERED BY THE
WITHIN NAMED OBLIGORS
TRILOKESH CITY DEVELOPERS LLP
Being the Obligors
Through its Designated Partners
Mr. Kirti Vishwanath Kedia



For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

Pragna Kirti Kedia, being the
Managing Trustee JSK Private Trust



For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner

In pursuance of Resolution dated 8th Sep 2015
in the presence of:
Saket Lohia

IDENTIFIED BY:

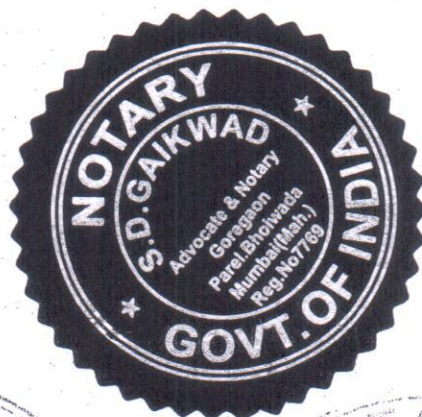
(Advocate)

Indrajit Mishra
Advocate
M.No: MAH/2639/2009

BEFORE ME:
(Notary)

BEFORE ME

S. D. GAIKWAD
Advocate & Notary
1/6 Mogra Ankur C-15
Best Nagar Mar
Mograor (W) MUMBAI 400 505



S. D. GAIKWAD
NOTED & REGISTERED
Sr. No. 865 Page No. 1259
Date 5/10/15

