



CHALLAN
MTR Form Number-6

GRN	MH003704232201516E	BARCODE			Date	19/09/2015-16:23:15		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.	03502302015091900283		RS19092015994924			
Cheque/DD No				Date		19/09/2015-16:21:00					
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 Lodha Elevation Buildcon Pvt. Ltd and Simtools Pvt. Ltd. in favor of Tribokesh City developers LP.





DEED OF INDEMNITY

This **Deed of Indemnity** ("Deed") is made at Mumbai on this 23rd day of September, 2015

BY

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**;

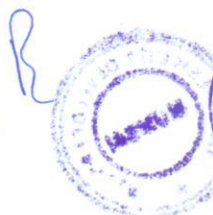
IN FAVOUR OF

M/S. TRILOKESH CITY DEVELOPERS LLP, LLPIN AAE – 5663, Limited Liability Partnership firm, having its 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"** / **"OBLIGEE"** of the **THIRD PART**.

The Seller is hereinafter referred to as the **"Obligor."** The Obligor, Simtools and the Purchaser / Obligee are hereinafter collectively referred to as the **"Parties"** and individually referred to as the **"Party."**

WHEREAS:

- A. By an Agreement to Sell dated on or about the date of this Deed (hereinafter referred to as **"Agreement to Sell"**) executed *inter alia* between the Seller, as the seller of the one part and the Obligee as the purchaser of the other part, the Obligee has agreed to purchase and acquire from the Seller, the Unit (*as defined in the said Agreement to Sell*) in the building known as i-Think Techno Campus (**"said Building"**) situated at Pokhran Road No. 2, Off Eastern Express Highway, Thane (West), 400607 more particularly described in Annexure I of said Agreement to Sell, for the consideration and on the terms and conditions recorded in the said Agreement to Sell.
- B. The Obligor has agreed and confirmed that in addition to the representations, obligations and covenants of the Seller contained in the Agreement to Sell, the Obligor shall execute a separate deed indemnifying the Obligee, being the purchaser of the said Unit, against any and all losses, damages, demands, liabilities, claims costs or expenses (including, without limitation, amounts paid in



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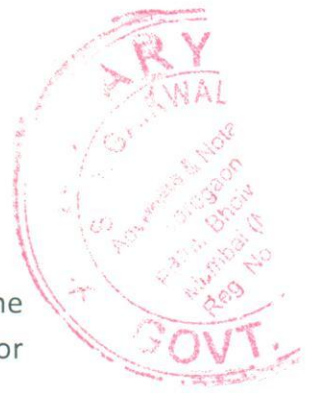
settlement, court costs and all attorneys' reasonable fees and expenses) of any nature actually suffered or sustained by the Obligee in relation to the matters set out herein and subject to the terms set out herein.

- C. In view of the said agreement and in addition to the representations, obligations and covenants of the Obligor contained in the Agreement to Sell, the Obligor is hereby executing this Deed in favour of the Obligee.

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

1. Capitalized terms used herein, unless contrary to the context, shall have the same meaning ascribed to them in the Agreement to Sell.
2. Pursuant to the aforesaid agreement and subject to the terms hereof, the Obligor agrees to keep indemnified and hereby indemnify and hold harmless the Obligee from and against any and all losses, damages, demands, liabilities, claims, costs or expenses (including, without limitation, amounts paid in settlement, court costs and all attorneys' reasonable fees and expenses) of any nature actually suffered or sustained by the Obligee (individually "Claim" and collectively "Claims") in respect of or arising out of the following :-
 - a) any inaccuracy or incorrectness in, or breach of any representation and warranties of the Seller and/or Simtools contained the said Agreement to Sell;
 - b) breach or default of any covenant given or made by the Seller and/or Simtools in respect of or under the said Agreement to Sell and/or any other deed, document, instrument executed *inter alia* by and between the Seller/Simtools and the Obligee;
 - c) any statutory dues, liabilities, duties, levies, cesses, taxes and contractual liabilities (other than relating to the units in the Building already sold), in relation to the Unit or the Property



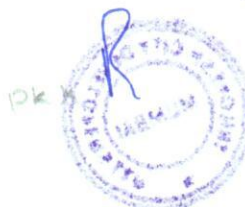


and accruing or arising prior to the date of the transfer of the Shares of Simtools to the Purchaser (whether claimed now or hereafter);

- d) any Claim relating to the Casa Ultima Project, being the residential project constructed on the Property, which adversely affects the Unit or the Property; and
 - e) any income tax liabilities arising upon Simtools out of the appeals filed before the tax authorities, which is presently estimated to the tune of Rs.16,40,38,000/- (Rupees Sixteen Crores Forty Lakhs Thirty Eight Thousand Only).
3. In the event, any Claim is made, the Obligee agrees and undertakes to forthwith intimate in writing to the Obligor the details of such Claim.
4. The Obligee shall not without prior written consent of the Obligor admit or accept any Claim. The Obligee agrees and undertakes to take such steps including initiating / defending any legal proceedings at the sole cost and expense of the Obligor, to defend, deny or dispute the Claim. The Obligee agrees and undertakes to execute such deeds and documents, affidavits and writings as may be requested by the Obligor and/or its Advisors/Counsel in relation to the Claim.
5. The Parties hereto agree and confirm that notwithstanding what is set out herein and in the Agreement to Sell, in no circumstance the liability of the Obligor herein to indemnify the Obligee shall exceed the sum of Rs. 75,00,00,000/- (Rupees Seventy Five Crores Only).
6. This Indemnity shall automatically and without reference to either Party for any action on their part cease to be in operation and/or become unenforceable on the expiry of (i) 7 (seven) years from the date hereof in respect of Claims referred to in paragraph 2(c) and 2(e) above and (ii) 3 (three) years from the date hereof in respect of Claims other than referred to in paragraph 2(c) and 2(e) above. Provided however that all the indemnity obligations of the Obligor shall survive such cessation with respect to Claims for which legal



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proceedings have been initiated before the expiry of said period of 7 (seven) years or 3 (three) years, as the case may be, 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 or 3 (three) years, as the case may be, upon the Obligor but have not been settled in full.

7. Subject to Clause 8 below, the Obligee agrees and confirms the contents of this Deed shall remain confidential.
8. The Obligee shall have the right, and shall be entitled to, assign this Deed and all the benefits hereunder to any buyer of the Unit in future, subject to such buyer adhering to and not being in breach of the terms hereof.
9. This Deed shall be deemed to form an integral part of the said Agreement to Sell.
10. Any dispute or differences in relation to this Deed shall be dealt with in the manner prescribed in Clause 25 (Dispute Resolution and Governing Law) of the said Agreement to Sell. Accordingly, Clause 25 (Dispute Resolution and Governing Law) of the said Agreement to Sell shall be deemed to have been incorporated herein by reference. Further, the provisions of Clause 24 (Miscellaneous) of the said Agreement to Sell shall apply *mutatis mutandis* to this Deed.

In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

Signed and Delivered by the within named **SELLER**
LODHA ELEVATION BUILDCON PRIVATE LIMITED
By hand of Mr. Surendran Nair.
Authorized representative

)
For Lodha Elevation Buildcon Pvt. Ltd.

)
Directors/Authorised Signatory

in the presence of:

1. Ramesh chavan
2. Shailesh more



Signed and Delivered by the within named **SIMTOOLS**
SIMTOOLS PRIVATE LIMITED

By hand of Mr. Surendran Nair.

Authorized representative

in the presence of:

1. Ramesh Chavan - R
2. Shailesh more - smool

For Simtools Private Limited

Directors / Authorised Signatory



SIGNED AND DELIVERED BY THE

Within named **PURCHASER**

TRILOKESH CITY DEVELOPERS LLP

through its Designated Partners

Mr. Kirti Vishwanath Kedia

(Partner)

TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner



Pragna Kirti Kedia in her capacity as the
managing trustee JSK Private Trust
(Partner)

In pursuance of Resolution dated 8th September 2015.

in the presence of:

1. Saket Lohia - Saket
2. Indrajit Mishra - Indrajit

For TRILOKESH CITY DEVELOPERS LLP

Authorised Signatory / Partner



NOTARY BEFORE ME
S. D. GAIKWAD
Advocate & Notary
176, Mogra Ankur CHS
Best Nagar Mar
MUMBAI 400 108



S. D. GAIKWAD
NOTED & REGISTERED
Sr. No. 862 Page No. 1258
Date 5/10/15