

सत्यमेव जयते

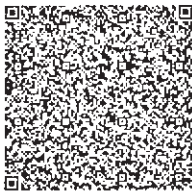
# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

e-Stamp

12/1a  
Naurangpur  
BASERA.

Certificate No. : IN-DL00661705525403R  
 Certificate Issued Date : 10-Jun-2019 03:04 PM  
 Account Reference : IMPACC (IV)/ dl804303/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL0430307210977709927R  
 Purchased by : SUPERTECH LIMITED  
 Description of Document : Article 5 General Agreement  
 Property Description : NA  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SUPERTECH LIMITED  
 Second Party : NA  
 Stamp Duty Paid By : SUPERTECH LIMITED  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



For Revital Reality Pvt. Ltd.

*[Signature]*  
Director/ Auth. Sign.

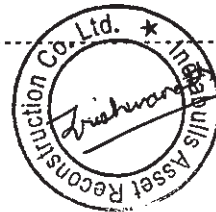
Please write or type below this line

For Revital Reality Pvt. Ltd.

*[Signature]*  
Director/ Auth. Sign.



*[Signature]*  
Authorized Signatory  
For ASP Sarin Reality Pvt. Ltd.



For SUPERTECH LIMITED

*[Signature]*  
AUTHORISED SIGNATORY

For SUPERTECH LIMITED

*[Signature]*  
AUTHORISED SIGNATORY

*[Signature]*  
Authorized Signatory  
For ASP Sarin Reality Pvt. Ltd.

Indiabulls Housing Finance Ltd. For Indiabulls Commercial Credit Ltd.

Statutory Alert

The authenticity of this Stamp Certificate can be verified at "www.shill-stamp.com". Any discrepancy in the details on this Certificate shall be the responsibility of the user.

Admission of this Stamp Certificate is subject to the terms and conditions of the Stamp Certificate.

*[Signature]*  
Authorized Signatory

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Authorized Signatory

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Authorized Signatory

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Authorized Signatory



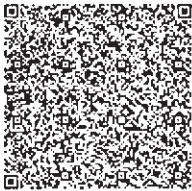
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

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Account Reference	: IMPACC (IV)/ dl804303/ DELHI/ DL-DLH
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Purchased by	: SUPERTECH LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUPERTECH LIMITED
Second Party	: NA
Stamp Duty Paid By	: SUPERTECH LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



For Revital Reality Pvt. Ltd.

Director/ Auth. Sign.

For Revital Reality Pvt. Ltd.

Director/ Auth. Sign.

For SUPERTECH LIMITED

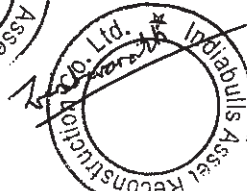
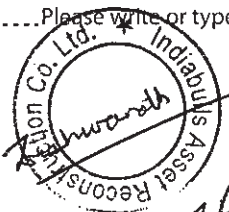
AUTHORISED SIGNATORY

Indiabulls Housing Finance Ltd.

Statutory Alert:

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For ASP Sarin Reality Pvt. Ltd.

For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

For SUPERTECH LIMITED

For ASP Sarin Reality Pvt. Ltd.

AUTHORISED SIGNATORY

For Indiabulls Commercial Credit Ltd.

For Indiabulls Commercial Credit Ltd.

Authorised Signatory

Authorised Signatory

# INDIA NON JUDICIAL

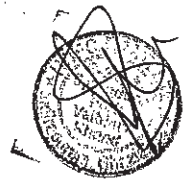
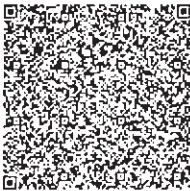
## Government of National Capital Territory of Delhi



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### e-Stamp

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 Account Reference : IMPACC (IV)/ dl804303/ DELHI/ DL-DLH  
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 Description of Document : Article 5 General Agreement  
 Property Description : NA  
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 First Party : SUPERTECH LIMITED  
 Second Party : NA  
 Stamp Duty Paid By : SUPERTECH LIMITED  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line.

For Revital Reality Pvt. Ltd.

Director/Auth. Sign.

For Revital Reality Pvt. Ltd.

For SUPERTECH LIMITED

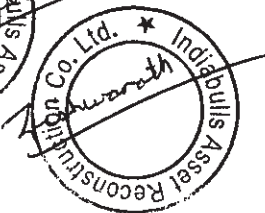
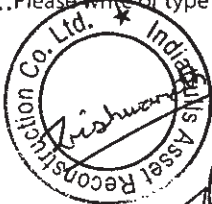
Director/Auth. Sign.

AUTHORISED SIGNATORY

Indiabulls Commercial Credit Ltd.

Authorised Signatory

1. The onus of checking the legitimacy of the users of the certificate.



For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

For SUPERTECH LIMITED

AUTHORISED SIGNATORY

Indiabulls Housing Finance Ltd. Indiabulls Housing Finance Ltd.

Authorised Signatory



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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL00660575773237R
Certificate Issued Date	: 10-Jun-2019 03:02 PM
Account Reference	: IMPACC (IV)/ dl804303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL00660575773237R
Purchased by	: SUPERTECH LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUPERTECH LIMITED
Second Party	: NA
Stamp Duty Paid By	: SUPERTECH LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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For Revital Reality Pvt. Ltd.

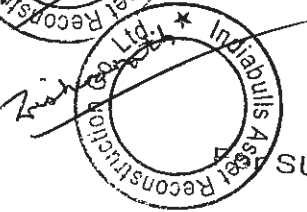
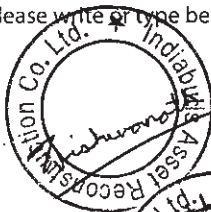
Director/Auth. Sign.  
Revital Reality Pvt. Ltd.

Director/Auth. Sign.

For SUPERTECH LIMITED

AUTHORISED SIGNATORY

For Indiabulls Commercial Credit Ltd.



For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

SUPERTECH LIMITED

AUTHORISED SIGNATORY

Indiabulls Housing Finance Ltd.

Indiabulls Housing Finance Ltd.

Statutory Note:

1. The authenticity of this Stamp Certificate should be verified at "www.stamp.com". Any discrepancy in the details on this Certificate and as available on the website shall be null and void.
2. The onus of checking the Authenticity of Signatory is on the Signatory.

For Indiabulls Commercial Credit Ltd.

Authorised Signatory

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Authorised Signatory

Authorised Signatory



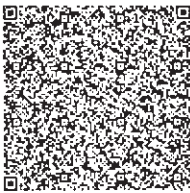
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL00660982400177R  
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 Account Reference : IMPACC (IV)/ dl804303/ DELHI/ DL-DLH  
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 Purchased by : SUPERTECH LIMITED  
 Description of Document : Article 5 General Agreement  
 Property Description : NA  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SUPERTECH LIMITED  
 Second Party : NA  
 Stamp Duty Paid By : SUPERTECH LIMITED  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line.

For Revital Realty Pvt. Ltd.

Director/Auth. Sign.

For Revital Realty Pvt. Ltd.

Director/Auth. Sign.

For SUPERTECH LIMITED

AUTHORISED SIGNATORY

For Indiabulls Commercial Credit Ltd.

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate renders it invalid.

For ASP Sarin Realty Pvt. Ltd.

Authorised Signatory

For ASP Sarin Realty Pvt. Ltd.

Authorised Signatory

For SUPERTECH LIMITED

AUTHORISED SIGNATORY

For Indiabulls Housing Finance Ltd.

Authorised Signatory

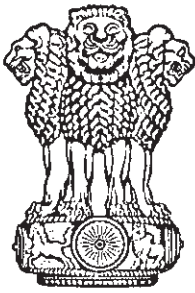
For Indiabulls Commercial Credit Ltd.

Authorised Signatory

Authorised Signatory

Authorised Signatory

Authorised Signatory



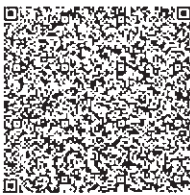
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL00661127706514R  
 Certificate Issued Date : 10-Jun-2019 03:03 PM  
 Account Reference : IMPACC (IV)/ dl804303/ DELHI/ DL-DLH  
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 Purchased by : SUPERTECH LIMITED  
 Description of Document : Article 5 General Agreement  
 Property Description : NA  
 Consideration Price (Rs.) : 0  
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 First Party : SUPERTECH LIMITED  
 Second Party : NA  
 Stamp Duty Paid By : SUPERTECH LIMITED  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line.

For Revital Reality Pvt. Ltd.

Director/Auth. Sign.

For Revital Reality Pvt. Ltd.

Director/Auth. Sign.

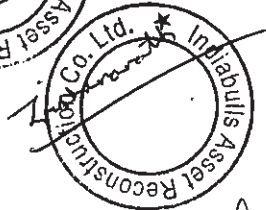
For SUPERTECH LIMITED

AUTHORISED SIGNATORY

Indiabulls Housing Finance Ltd.

Statutory Alert:

1. The authenticity of this e-Stamp Certificate should be verified at "www.shclsestamp.com". Any discrepancy in the details on this Certificate should be reported to the Issuing Authority immediately.



For ASP Sarin Reality Pvt. Ltd.

Authorized Signatory

For ASP Sarin Reality Pvt. Ltd.

Authorized Signatory

For SUPERTECH LIMITED

Authorized Signatory

For Indiabulls Commercial Credit Ltd.

Authorized Signatory

Indiabulls Housing Finance Ltd.

ESCROW AGREEMENT

Between

M/s. Supertech Limited  
M/s. Revital Reality Private Limited  
M/s. ASP Sarin Reality Private Limited

(As the Hypothecator(s))

And

M/s. Indiabulls Housing Finance Limited  
M/s. Indiabulls Commercial Credit Limited  
M/s. Indiabulls Asset Reconstruction Company Limited

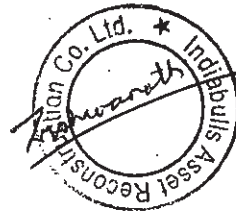
(As the Lender(s))

And

HDFC Bank Limited  
(As the Escrow Agent)

For SUPERTECH LIMITED

AUTHORISED SIGNATORY

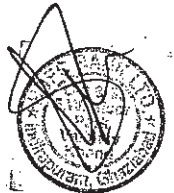


For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

Indiabulls Housing Finance Ltd.

Authorised Signatory



For Revital Reality Pvt. Ltd.

Director/Auth. Sign.

For Indiabulls Commercial Credit Ltd.

Authorised Signatory

**ESCROW AGREEMENT**

This Escrow Agreement ("Agreement") is made at the place and on the date mentioned in the Schedule I hereunder

BY AND AMONG

- 1. The person(s) / company(ies)/ firm(s) named as the Hypothecator(s) in Schedule I hereunder and whose address(s) and other details are also mentioned in Schedule I hereunder (hereinafter referred to as the "Hypothecator(s)") of the **FIRST PART**;

AND

(i) M/s. **Indiabulls Housing Finance Limited**, a company as defined in the Companies Act, 2013, and having its registered office at M - 62 & 63, 1<sup>st</sup> Floor, Connaught Place, New Delhi 110001, and having Corporate Identity Number: L65922DL2005PLC136029; and

(ii) M/s. **Indiabulls Commercial Credit Limited**, a company as defined in the Companies Act, 2013, and having its registered office at M - 62 & 63, 1<sup>st</sup> Floor, Connaught Place, New Delhi 110001, and having Corporate Identity Number: U65923DL2006PLC150632; and

(iii) M/s. **Indiabulls Asset Reconstruction Company Limited**, a company as defined in the Companies Act, 2013, and having its registered office Indiabulls Finance Centre, Tower 1, 9th Floor, Elphinstone Road, Mumbai-400013, and having Corporate Identity Number: U67110MH2006PLC305312;

(hereinafter **M/s. Indiabulls Housing Finance Limited**, **M/s. Indiabulls Commercial Credit Limited** and **M/s. Indiabulls Asset Reconstruction Company Limited** are referred to as the "Lender(s)", which expressions shall, unless it be repugnant to the subject or context thereof, include its/their successors and assigns) of the **SECOND PART**;

AND

- 3. **HDFC Bank Limited**, a bank within the meaning of the Banking Regulation Act, 1949 and carrying various banking activities, having its registered office at HDFC Bank House, Senapati Bapat Marg Lower Parel (W), Mumbai, 400013 (hereinafter called the "Escrow Agent", which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors and permitted assigns) of the **THIRD PART**.

The term the "Hypothecator(s)", the "Borrower(s)" and/or the "Obligor(s)", unless repugnant to the meaning and context, shall include (a) in the case of a company/society/body corporate, its successors and permitted assigns; (b) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm; (c) in the case of a proprietary concern, the proprietor (both in his/her personal capacity and as proprietor of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern; (d) in the case of a Hindu undivided family ("HUF"), the karta of the HUF and any or each of the adult members/ coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors; (e) in the case of an individual, his/her heirs, legal representatives, executors,

For Revital Reality Pvt. Ltd.

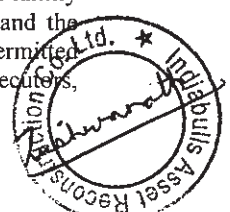
Director/Auth. Sign.

For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

For SUPERTECH LIMITED  
AUTHORISED SIGNATORY

For Indiabulls Commercial Credit Ltd.  
Authorised Signatory  
Indiabulls Housing Finance Ltd.  
Authorised Signatory





administrators and permitted assigns; (f) in the case of a trust, the trustee(s) for the time being, its successors and permitted assigns.

**WHEREAS:**

- I. The Hypothecator(s) have created and/or shall be creating (as mutually agreed between the Hypothecator(s) and the Lender(s) from time to time) first-ranking charge(s)/hypothecation(s) on the Receivables (defined below) exclusively in favour of the Lender(s) in connection with the loan(s) ("Loan(s)") availed/to be availed (from time to time) by one or more borrowing entities/person(s) (hereinafter referred to as the "Borrower(s)", which term shall include the Co-Borrower(s), if any) on the terms and conditions contained/to be contained in the Loan Agreement(s) (defined below) and the other Loan Documents (defined below).
- II. In terms of RERA (defined below) and/or the Loan Documents, the Hypothecator(s) is/are under an obligation to establish, open and maintain the Master Collection Account (defined below), the RERA Account (defined below) and the Escrow Accounts (defined below) (for deposit, transfer and/or utilisation of the Receivables) with the designated branch of the Escrow Agent and more particularly described in Schedule I hereunder, on the terms and conditions satisfactory to the Lender(s).
- III. Any other escrow agreement(s) to which the Hypothecator(s) is/are a party/parties with respect to the Receivables from the Properties stands terminated and replaced by this Agreement.

**For Indiabulls Commercial Credit Ltd.**

**NOW IN CONSIDERATION FOR THE PREMISES IT IS AGREED AS FOLLOWS:**

**DEFINITIONS AND INTERPRETATIONS:**

In this Agreement, unless the context requires otherwise:

1.1.1 "Borrower(s)' Account" shall mean the bank account of the Hypothecator(s) as mentioned in Schedule I hereunder.

1.1.2 "Escrow Account-30%" shall mean the bank account as mentioned in Schedule I hereunder in which 30% (thirty percent) of the aggregate Receivables will be transferred from the Master Collection Account.

1.1.3 "Escrow Account-CF" shall mean the bank account as mentioned in Schedule I hereunder in which the amounts shall be transferred from the RERA Account.

1.1.4 "Escrow Accounts" shall collectively refer to the Escrow Account-30% and the Escrow Account-CF.

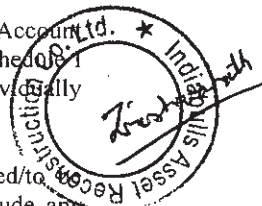
1.1.5 "Escrow Agreement" or "Agreement" means this agreement and shall include any amendment(s)/addendum(s) thereto executed from time to time.

1.1.6 "Lender(s)' Account(s)" means the bank account(s) of the Lender(s) being the Lender(s)' Account No. 1, the Lender(s)' Account No. 2 and/or the Lender(s)' Account No. 3 mentioned in Schedule I hereunder or such other bank account(s) specified by the Lender(s) either jointly or individually from time to time.

1.1.7 "Loan Agreement(s)" shall mean the loan agreement(s) relating to the Loan(s) executed/to be executed from time to time between (a) the Borrower(s); and (b) the Lender(s) and include any amendment(s)/addendum(s) thereto.

1.1.8 "Loan Documents" means (a) the Loan Agreement(s) and/or (b) all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s) and/or power of attorney(s) evidencing, securing, governing or otherwise pertaining/relating to the Loan(s)/Borrower's Dues/security/guarantee and includes any amendatory, modificatory or supplemental agreement thereto.

ASP SUPERTECH LIMITED  
AUTHORISED SIGNATORY



**For ASP Sarin Reality Pvt. Ltd.**

*[Handwritten Signature]*

**For Revital Reality Pvt. Ltd.**

**Director/Auth. Sign.**

**For ASP Sarin Reality Pvt. Ltd.**

*[Handwritten Signature]*  
Authorised Signatory

- 1.1.9 "Master Collection Account" shall mean the bank account of the Hypothecator(s) as mentioned in Schedule I hereunder in which 100% (hundred percent) of the Receivables will be deposited.
- 1.1.10 "Parties" means the Hypothecator(s), the Lender(s), the Escrow Agent and/or any other person(s)/entity who/which becomes or may become a party/parties to this Agreement, from time to time.
- 1.1.11 "Party" shall mean individually, the Hypothecator(s), the Lender(s), the Escrow Agent and/or any other person/entity who/which becomes or may become a party to this Agreement, from time to time.
- 1.1.12 "Properties" means the properties more particularly mentioned in Schedule II hereunder.
- 1.1.13 "Receivables" means the entire sale proceeds, allotment money, advance, rent, lease rentals, revenue(s), license fees, security deposit(s), consideration and/or other receivables received or to be received by, *inter alia*, the Hypothecator(s) from all the concerned person(s) including the buyer(s), transferee(s), developer(s), allottee(s), lessee(s), sub-lessee(s), tenant(s) and/or licensee(s) of the Properties, or any portion or unit thereof, from time to time, pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, *inter alia*, sale, transfer, allotment, license, lease, sub-lease, development, renting and/or assignment of the Properties, or any portion or unit thereof (excluding taxes payable/paid by such buyer(s)/allottee(s)).
- 1.1.14 "RERA" shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules/regulations/circulars/directives issued thereunder from time to time.

- 1.1.15 "RERA Account" shall mean the bank account as mentioned in Schedule I hereunder opened, established and maintained in terms of the provisions of RERA and in which 70% (seventy percent) of the aggregate Receivables will be transferred from the Master Collection Account.
- 1.1.16 "RERA Certificates" shall have the same meaning as ascribed to such expression in this Agreement.

- 1.2 If not defined in this Agreement, the capitalised terms used in this Agreement shall have the same meaning as ascribed to such term in the Loan Agreement(s) and/or the other Loan Documents.
- 1.3 References to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated, associations and partnerships.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Recitals and schedules to this Agreement are and shall always be construed as integral part of the Agreement.

**2. APPOINTMENT AS ESCROW AGENT:**

- 2.1 The Hypothecator(s) and the Lender(s) have appointed the Escrow Agent for the purpose of this Agreement. The Escrow Agent hereby accepts its appointment as such and agrees that it shall act only in accordance with this Agreement.
- 2.2 The Hypothecator(s) hereby irrevocably authorize(s) the Escrow Agent to transfer the Receivables/ amounts deposited and/or credited in the Master Collection Account, the RERA Account and/or the Escrow Accounts in accordance with the provisions of this Agreement.
- 2.3 The Escrow Agent undertakes that it shall act in respect of the payments, transfers and the balances in the Master Collection Account, the RERA Account and/or the Escrow Accounts only in accordance with the provisions of this Agreement.
- 2.4 The Hypothecator(s) agree(s) that the Escrow Agent shall dishonour any instrument drawn on the Master Collection Account, the RERA Account and/or the Escrow Accounts by the

For SUPERTECH LIMITED  
 AUTHORIZED SIGNATORY

For Indiabulls Commercial Credit Ltd.  
 Authorised Signatory

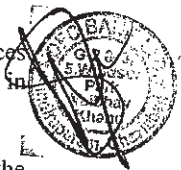
Indiabulls Housing Finance Ltd.  
 Authorised Signatory

For ASP Sarin Realty Pvt. Ltd.

For Revital Realty Pvt. Ltd.

*[Signature]*  
 Authorised Signatory

*[Signature]*  
 Director/Auth. Sign.



Hypothecator(s), and for any such dishonour neither the Escrow Agent nor the Lender(s) shall be held responsible.

**3 THE HYPOTHECATOR(S)' COVENANTS:**

3.1 Subject to the provisions of this Agreement and RERA, the Hypothecator(s) undertake(s) that all the Receivables shall be directly deposited in the Master Collection Account only and the Hypothecator(s) agree(s) and confirm(s) that no other account(s) or other mode shall be opened, established and/or maintained for the receipt and/or deposit of the Receivables other than the Master Collection Account.

3.2 The Hypothecator(s) undertake(s) to provide to the Lender(s), within two working days of credit of fund into the Master Collection Account, the RERA Account and/or the Escrow Accounts, a statement in writing, of any Receivables deposited/transferred in the Master Collection Account, the RERA Account and/or the Escrow Accounts.

3.3 The Hypothecator(s) has/have not created and shall not create any charge, lien, hypothecation, mortgage, pledge, negative lien and/or any encumbrance whatsoever, in favour of any person(s) (except for the first-ranking and exclusive charge(s)/hypothecation(s) created and/or to be created in favour of the Lender(s)) on the Receivables and/or any amount credited/deposited in the Master Collection Account, the RERA Account and/or the Escrow Accounts, without the prior written consent of Lender.

3.4 The Hypothecator(s) agree(s) that it/they shall, in no event, act in any manner as may adversely affect or likely to affect the inflow/deposit of the Receivables into the Master Collection Account, the RERA Account and/or the Escrow Accounts as per the provisions of this Agreement.

To facilitate the payment/repayment of the Loan(s) along with interest, default interest, additional interest, costs and expenses and any other charges whatsoever payable/repayable by the Obligor(s) under the Loan Documents, the Hypothecator(s) hereby confer(s) unconditional and irrevocable power in favour of the Lender(s) and constitute the Lender(s) (acting through its authorized representative) as it's/their attorney (for and on behalf of the Hypothecator(s)), to, jointly and/or individually, (a) operate the Escrow Accounts; (b) give instructions to the Escrow Agent from time to time; and/or (c) appropriate the amounts from the Escrow Accounts towards the Borrower's Dues, and the Hypothecator(s) shall not revoke the powers so conferred, unless and until the entire dues payable by the Obligor(s) under the respective Loan Documents is/are fully paid/repaid and the same is confirmed in writing by the Lender(s) (jointly and/or individually).

If any payment or amount is received by the Hypothecator(s) towards the Receivables (except as specifically stated in this Agreement), the Hypothecator(s) shall forthwith deposit the same in the Master Collection Account only.

3.7 The Hypothecator(s) undertake(s) to (i) forthwith issue irrevocable instructions to all the concerned person(s) for deposit of the Receivables only in the Master Collection Account; and (ii) obtain confirmations (and forthwith provide a copy thereof to the Lender(s)) from all such person(s) for deposit of the Receivables only in the Master Collection Account.

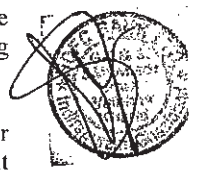
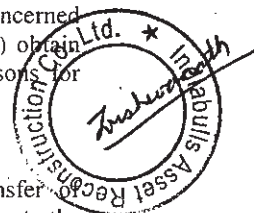
3.8 Except for the issuance of declaration(s)/instruction(s) by the Hypothecator(s) for transfer of amounts from the RERA Account to the Escrow Account-CF as stated in this Agreement, the Hypothecator(s) shall, under no circumstance(s), give any instruction(s) to the Escrow Agent and the Escrow Agent shall not in any circumstance act on any instruction(s) of the Hypothecator(s) (except as specifically stated in this Agreement) till the Lender(s) (jointly and/or individually) confirms in writing to the Escrow Agent that all the obligations of, *inter alia*, the Obligor(s) under the respective Loan Documents have been complied with to the satisfaction of the Lender(s) including payment/repayment of the Borrower's Dues to the Lender(s) by the Obligor(s).

3.9 The Hypothecator(s) shall, at all times, ensure that the amounts deposited/credited in the Master Collection Account, the RERA Account and/or the Escrow Accounts shall be dealt with/transferred/utilised only in the manner as stated in this Agreement.

For Indiabulls Commercial Credit Ltd.  
*[Signature]*  
Authorised Signatory

Indiabulls Housing Finance Ltd.  
*[Signature]*  
Authorised Signatory

FOR SUPERTECH LIMITED  
*[Signature]*  
AUTHORISED SIGNATORY



For ASP Sarin Reality Pvt. Ltd.  
*[Signature]*  
Authorised Signatory

For Revital Realty Pvt. Ltd.  
*[Signature]*  
Director/Auth. Sign.

- 3.10 The Hypothecator(s) undertakes to forthwith (a) procure from time to time an engineer's certificate, architect's certificate and chartered accountant's certificate as contemplated under RERA ("RERA Certificates") (and forthwith submit a copy of the RERA Certificates to the Escrow Agent, if required under RERA, and the Lender(s)); and (b) issue the requisite declaration(s)/instruction(s) from time to time to the Escrow Agent for transfer of such amounts (as permitted in the RERA Certificates) from the RERA Account to the Escrow Account-CF.
- 3.11 The Hypothecator(s) agree(s) that the Lender(s) (jointly and/or individually) reserves the absolute and unconditional right (at the cost of the Hypothecator(s)) to have such RERA Certificates validated and verified through an independent engineer, architect or chartered account, as the case may be, of the Lender(s)' choice.
- 3.12 All costs and expenses towards procurement of the certificates from independent engineer; architect and/or chartered accountant, as the case may be, including under Clause 3.11 hereinabove shall be borne by the Hypothecator(s).
- 3.13 The Hypothecator(s) agree(s) and undertake(s) to forthwith (upon completion of the construction/development) procure the occupation certificate or the completion certificate, as the case may be, for the project on the Properties from the concerned authorities and submit a certified copy of such occupation certificate/ completion certificate to the Escrow Agent, if required under RERA, and/or the Lender(s). The Lender(s) (jointly and/or individually) shall be entitled to inform the Escrow Agent about the receipt of such occupation certificate/ completion certificate (and such written information to the Escrow Agent shall be binding on the Escrow Agent for the purposes of transfer of amounts as mentioned in Schedule III hereunder).

**ESCROW AGENT'S COVENANTS:**

4.1 The Escrow Agent hereby agrees to act as such and to accept all monies to be delivered to or held in the Master Collection Account, the RERA Account and/or the Escrow Accounts pursuant to the provisions of this Agreement.

4.2 The Escrow Agent shall not be required to verify and ensure whether any money deposited is the Receivables or not and all monies deposited at any time in any quantum shall automatically be treated as the Receivables by the Escrow Agent.

4.3 The Escrow Agent shall abide by all the written instructions of the Lender(s) (whether issued jointly and/or individually) until the entire dues payable by the Obligor(s) under the respective Loan Documents are fully paid/repaid to the Lender(s) and a written confirmation in this regard is received by the Escrow Agent from the Lender(s) (whether issued jointly and/or individually).

4.4 The Escrow Agent does not/shall not have any charge/encumbrance/lien (including banker's lien) over the Master Collection Account, the RERA Account and/or the Escrow Accounts and/or on the amount lying in the credit of the aforesaid accounts.

4.5 All the instructions and/or amounts payable given in writing by the Lender(s) (whether jointly and/or individually) shall be conclusive and binding on the Parties hereto and the Hypothecator(s) shall not object to the same, accordingly the Escrow Agent shall act as per such instructions given by the Lender(s) (whether issued jointly and/or individually) and no implied obligation is cast on the Escrow Agent.

4.6 The Escrow Agent agrees that the Escrow Agent shall act only as per instruction(s) given by the Lender(s) (whether issued jointly and/or individually) and the Escrow Agent shall not in any circumstance(s) act on any instruction(s) of the Hypothecator(s), except as specifically stated in this Agreement for transfer of money from the RERA Account to the Escrow Account-CF only, till the Lender(s) confirms in writing to the Escrow Agent that all the obligations of, *inter alia*, the Obligor(s) under the Loan Documents have been complied with to the satisfaction of the Lender(s) including payment/repayment of the Borrower's Dues to the Lender(s).

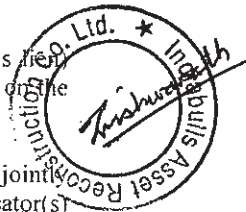
For Indiabulls Commercial Credit Ltd.

*[Signature]*  
Authorised Signatory

Indiabulls Housing Finance Pvt. Ltd.

*[Signature]*  
Authorised Signatory

FOR SUPERTECH LIMITED  
AUTHORISED SIGNATORY  
*[Signature]*



For ASP Sarin Realty Pvt. Ltd.

*[Signature]*  
Authorised Signatory

For Revital Reality Pvt. Ltd.

*[Signature]*  
Director/Auth. Sign.

- 4.7 The Escrow Agent shall not be liable to any of the Parties to this Agreement for complying with any court order(s)/judgment(s) requiring the Escrow Agent to comply with the same, provided that the said court order(s)/judgment(s) has/have not already been stayed/vacated/annulled/overruled by any competent court(s).
- 4.8 The Escrow Agent agrees that it shall immediately act upon all the written instruction(s) given by the Lender(s) (whether issued jointly and/or individually), from time to time, pursuant to this Agreement without any demur/delay.
- 4.9 The Escrow Agent agrees that the fund lying/credited to the Master Collection Account, the RERA Account and/or the Escrow Accounts shall not be considered to be the fund of the Escrow Agent in any circumstance including in the event of liquidation, bankruptcy or winding up of the Escrow Agent.

**5. OPERATION AND MAINTENANCE:**

- 5.1 The Hypothecator(s) agree(s) that all the Receivables collected/received shall be credited to the Master Collection Account only. The Hypothecator(s) further agree(s) that all interests, income or gain earned or realized, if any, on the Receivables deposited in the Master Collection Account, the RERA Account and/or the Escrow Accounts shall be retained therein (and utilized/transferred as per the terms of this Agreement) and be treated for all purposes of this Agreement as part of the Receivables. Subject to the applicable laws and with prior written consent of the Lender(s), the amounts in the RERA Account may remain invested in short-term fixed deposit(s) with the Escrow Agent from time to time and such fixed deposit(s), if any, along with interests thereon shall forthwith be liquidated and credited in the RERA Account only, as and when the amounts from RERA Account are to be withdrawn/transferred as per this Agreement.

Subject to RERA, unless otherwise directed by written instruction(s) of the Lender(s) (whether issued jointly and/or individually) issued from time to time (which instructions shall be binding on the Hypothecator(s) and the Escrow Agent), the total amounts deposited/credited in the Master Collection Account, the RERA Account and/or the Escrow Accounts shall be dealt with/transferred in the manner as more specifically set out in Schedule III hereunder.

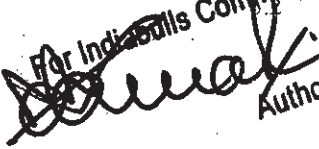
The Obligor(s) will, however, continue to be liable to make payment of the amounts due [after adjustment/appropriation of the amounts transferred to the respective Lender(s)' Account(s) (pursuant this Agreement) towards the Borrower's Dues as per the provisions of the respective Loan Documents] on the Due Date(s) to the Lender(s) under the Loan Documents.

The Escrow Agent shall generate and submit to the Lender(s) the statements of accounts (for the Master Collection Account, the RERA Account and/or the Escrow Accounts) every month (or for such period as may be requested by the Lender(s) (whether jointly and/or individually)).

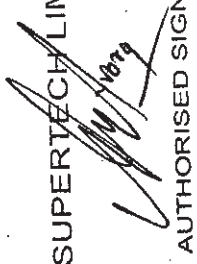
**6. TRANSFER ON EVENT OF DEFAULT:**

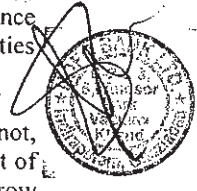
Notwithstanding anything to the contrary in this Agreement, in case of any breach/payment default by any of the Obligor(s) under the Loan Documents and/or occurrence of any Event of Default (under any of the Loan Documents), the Lender(s) (jointly and/or individually) shall be entitled to use all the amounts lying/credited in the Escrow Accounts (in such proportion as per the latest intimation in this regard, if any, issued by the Lender(s), jointly and/or individually, to the Escrow Agent from time to time) towards payment/repayment of the outstanding Loan(s) and other dues under the respective Loan Documents (i.e. the Borrower's Dues). The Escrow Agent shall, on receipt of the written instructions from the Lender(s) (jointly and/or individually) issued from time to time, forthwith transfer all the monies from the Escrow Accounts in the manner specified by the Lender(s) (jointly and/or individually), without any delay and demur. Any written intimation by the Lender(s) (jointly and/or individually) about any breach/payment default by the Obligor(s) and/or occurrence of an Event of Default under any of the Loan Documents shall be final and binding on the Parties hereto including the Escrow Agent.

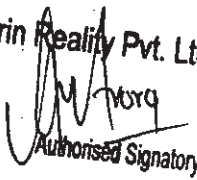
It is hereby clarified that the Escrow Agent shall not be bound to, and shall not, determine/verify/enquire whether any breach/payment default by the Obligor(s) and/or any Event of Default has in fact occurred under this Agreement and/or any other Loan Documents and the Escrow

For Indiabulls Commercial Credit Ltd.  
  
 Authorised Signatory

Indiabulls Housing Finance Ltd.  
  
 Authorised Signatory

For SUPERTECH LIMITED  
  
 AUTHORISED SIGNATORY



For ASP Sarin Realty Pvt. Ltd.  
  
 Authorised Signatory

For Revital Realty Pvt. Ltd.  
  
 Director/Auth. Sign.

For Revital Reality Pvt. Ltd.

For Revital Reality Pvt. Ltd.

For Indiabulls Commercial Credit Ltd.

Director/Auth. Sign.

Director/Auth. Sign.

Agent shall act solely on the written instructions provided by the Lender(s) (jointly and/or individually) to the Escrow Agent from time to time.

7. AUTHORIZED SIGNATORY

FEES AND EXPENSES OF THE ESCROW AGENT:

7.1 In consideration of the Escrow Agent agreeing to act as the escrow agent hereunder, the Hypothecator(s) shall pay to the Escrow Agent its agreed fee Rs. /- (Rupees only) at the time of execution of this Agreement. For the first year and subsequently pay Rs. /- (Rupees only) from 2nd year onwards till the expiry / termination of this Agreement. In addition, the Hypothecator(s) shall promptly and in any case within fifteen (15) days from the date of a written demand therefor, reimburse to the Escrow Agent, all costs, charges and expenses duly incurred by the Escrow Agent in discharge of its duties and obligations hereunder. Until reimbursement(s), the amounts due shall be treated as amounts due and payable on demand and shall carry interest at the prevailing prime lending rate per annum of the Escrow Agent from the expiry of the said period of fifteen (15) days.

The Hypothecator(s) further agree(s) to pay or reimburse all expenses of the Escrow Agent (including reasonable expenses for legal services of every kind) in respect of, or incidental to, the enforcement of any of the provisions of this Agreement, in connection with any stamp duty or tax required to be paid by the Escrow Agent under this Agreement or any other deed/instrument necessary to be executed/entered or with respect to amendment, waiver or consent relating to this Agreement, in the amount and at the times prescribed by the Escrow Agent.

7.3 The Hypothecator(s) and the Escrow Agent hereby confirm that the Lender(s) shall not in any manner whatsoever be liable to pay such fees (of the Escrow Agent) and other expenses as may be payable to/incurred by the Escrow Agent in the performance of duties with respect to the Master Collection Account, the RERA Account and/or the Escrow Accounts and/or in terms of this Agreement.

8. REPRESENTATION & WARRANTIES:

The Hypothecator(s) hereby represent(s) and warrant(s) that:

- 8.1 The Hypothecator(s) has/have all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof;
- 8.2 This Agreement constitutes the valid, legal and binding obligations of the Hypothecator(s) enforceable in accordance with the terms hereof/thereof;
- 8.3 This Agreement is a part of the Loan Documents;
- 8.4 There are no actions, suits or proceedings pending or, to the Hypothecator(s)' knowledge, threatened against or affecting the Hypothecator(s) before any court or administrative body or arbitral tribunal which might materially or adversely affect the ability of the Hypothecator(s) to meet and carryout the obligations under this Agreement; and
- 8.5 The execution and delivery of this Agreement by the Hypothecator(s) has/have been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a party or by which it or its property may be bound.

9. TERMINATION:

The Hypothecator(s) shall continue to maintain and shall not close the Master Collection Account, the RERA Account and/or the Escrow Accounts, so long as any amount is due to the Lender(s) under the respective Loan Documents and till such time that, the Lender(s) advises (jointly and/or individually) the Hypothecator(s) and/or the Escrow Agent in writing that all the amounts have been duly received by the Lender(s) and that no other amount is due and payable by the Obligor(s) to the Lender(s) under the Loan Documents.

9.2 The Escrow Agent may retire at any time provided that it shall give at least three months previous notice in writing to the Hypothecator(s) and the Lender(s) in that behalf. The Hypothecator(s)

For ASP Sarin Realty Pvt. Ltd.

For Revital Reality Pvt. Ltd.

Indiabulls Housing Finance Ltd.

Authorized Signatory

Director/Auth. Sign.

Authorized Signatory

For ASP Sarin Realty Pvt. Ltd. Authorized Signatory

For Indiabulls Commercial Credit Ltd. Authorized Signatory

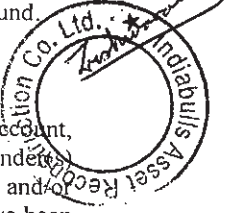
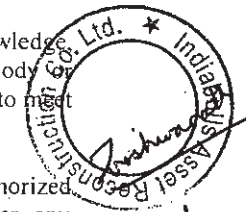
For ASP Sarin Realty Pvt. Ltd. Authorized Signatory

For SUPERTECH LIMITED AUTHORIZED SIGNATORY

Indiabulls Housing Finance Ltd. Authorized Signatory

FOR SUPERTECH LIMITED AUTHORIZED SIGNATORY

FOR SUPERTECH LIMITED AUTHORIZED SIGNATORY



undertakes to, within 3 (three) months of receipt of the aforesaid notice, appoint any other bank (acceptable to the Lender(s)) to perform the functions of the Escrow Agent on the terms and conditions contained in this Agreement (and the Hypothecator(s) undertake(s) to execute, within the said three months period, a new escrow agreement identical/similar to this Agreement with the bank appointed as the new escrow agent and the Lender(s)).

10. GENERAL:

10.1 The Hypothecator(s) undertake(s) and agree(s) to indemnify and keep the Lender(s) and/or the Escrow Agent indemnified, on demand, against all consequences, liabilities, obligations, expenses, damages, losses and costs of every kind and nature (including all reasonable legal costs and expenses that the Lender(s) and the Escrow Agent, as the case may be, may be required to incur in legal proceedings and in engaging legal counsel but excluding indirect or consequential loss) (collectively "Losses") which the Lender(s) and/or the Escrow Agent may suffer and/or incur or be required to bear/incur by virtue of or on account of the Master Collection Account, the RERA Account and/or the Escrow Accounts and/or as a consequence of this Escrow Agreement, and/or as a consequence of any acts or omission or commission or neglect or default on the part of the Hypothecator(s).

10.1.1 The Escrow Agent undertakes and agrees to indemnify and keep the Lender(s) indemnified against all transfer wrongly made out of the Master Collection Account, the RERA Account and/or the Escrow Accounts contrary to this Agreement or contrary to any specific written request made by the Lender(s) (either made jointly and/or individually) to the Escrow Agent under this Agreement. Provided that the quantum of indemnification to the Lender(s) by the Escrow Agent shall be the actual monetary loss of the Lender(s) plus interest thereon (calculated for the period from the date of occurrence of the breach by the Escrow Agent up to the date of rectification of such breach by the Escrow Agent) equivalent to the rate(s) payable to the Lender(s) under the Loan Agreement(s).

10.1.2 The Hypothecator(s) and the Lender(s) hereby undertake and agree that the Escrow Agent shall solely act in the capacity of Escrow Agent and shall not be responsible for any other matter, issue or dispute between the Hypothecator(s) and the Lender(s) for any reason whatsoever and shall act strictly in accordance with this Agreement and shall be responsible to entertain all written correspondences from the Lender(s) (either jointly and/or individually) only and the Escrow Agent shall not be made a party to any dispute, except to provide any evidence or statement for any dispute or unless there is any gross negligence or breach on the part of the Escrow Agent.

10.2 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

10.3 This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors. The Hypothecator(s) shall not, without the prior written consent of the Lender(s) (whether given jointly and/or individually), assign or transfer any of their respective rights or obligations under this Agreement to any other person. The Lender(s) (jointly and/or individually) shall be entitled to assign all or any rights and obligations under the Loan Documents including this Agreement.

10.4 No amendment, supplement and/or modification of/to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Hypothecator(s) and the Lender(s) or unless otherwise provided in this Agreement. A copy of any amendment and modification of this Agreement shall be delivered to the Escrow Agent. The obligations of the Escrow Agent under this Agreement can be modified/amended only when such modification(s)/amendment(s) is agreed in writing by all the Parties.

11. NOTICE:

For Revital Reality Pvt. Ltd.

Director/Auth. Sign.

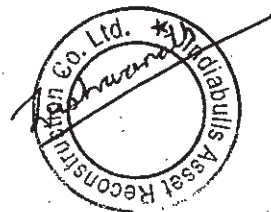
For ASP Sarin Reality Pvt. Ltd.

Authorised Signatory

For Indiabulls Commercial Credit Ltd.  
Authorised Signatory

Indiabulls Housing Finance Ltd.  
Authorised Signatory

For SUPERTECA LIMITED  
Authorised Signatory



Except as otherwise expressly provided herein, all notices or other communications to or upon the Parties hereto shall be given or made by registered post, speed post or recognized courier service or by fax to the respective addresses of the Parties.

- 11.1 All notices or communications given by or made as aforesaid (a) by registered post/speed post shall be deemed to have been duly delivered on the third working days after the date of posting or when a Party refuses to accept delivery of such notice or when such notice returns undelivered (provided that the notice was sent at the address specified by the addressee Party with postage prepaid/courier); and (b) by fax/courier, as aforesaid shall be deemed to be duly given or delivered on the working day on which such fax/courier is transmitted/delivered.
- 11.2 Any party may by notice change the address and/or address to which such notices and communications to it are to be delivered or mailed.
- 11.3 The fax numbers of the Parties are given below (unless the Party has communicated in writing any change therein):

(a) Lender(s):

Name : M/s. Indiabulls Housing Finance Limited  
Address : M - 62 & 63, 1<sup>ST</sup> Floor, Connaught Place, New Delhi 110001  
Phone : 011-30252900;  
: 011-30252901  
Attention of : Company Secretary

Name : M/s. Indiabulls Commercial Credit Limited  
Address : M - 62 & 63, 1<sup>ST</sup> Floor, Connaught Place, New Delhi 110001  
Phone : 011-30252900;  
Fax : 011-30252901  
Attention of : Company Secretary

Name : M/s. Indiabulls Asset Reconstruction Company Limited  
Address : Indiabulls Finance Centre, Tower 1, 9th Floor, Elphinstone Road, Mumbai-400013  
Phone : 022 62589220  
Attention of : Mr. Kunal Sarin, Senior Vice President - Investments

(b) Hypothecator(s):

Name : M/s. Supertech Limited  
Address : 1114, Hemkund Chambers, 11 Floor, 89, Nehru Place, New Delhi - 110019  
Phone : 0120 - 4572600  
Fax : 0120 - 4669999  
Attention of : Mr. Ram Kishor Arora

Name : M/s. Revital Reality Private Limited  
Address : 1114, Hemkund Chambers, 11 Floor, 89, Nehru Place, New Delhi - 110019  
Phone : 0120 - 4572600  
Fax : 0120 - 4669999  
Attention of : Mr. Ram Kishor Arora

Name : M/s. ASP Sarin Realty Private Limited  
Address : 1114, Hemkund Chambers, 11 Floor, 89, Nehru Place, New Delhi - 110019  
Phone : 0120 - 4572600  
Fax : 0120 - 4669999  
Attention of : Mr. Ram Kishor Arora

(c) Escrow Agent:

Name : HDFC Bank Limited  
Address : HDFC Bank House, Senapati Bapat Marg Lower Parel (W), Mumbai, 400013



For SUPERTECH LIMITED  
AUTHORISED SIGNATORY

For ASP Sarin Realty Pvt. Ltd.

For Revital Reality Pvt. Ltd.

Authorised Signatory

Director/Auth. Sign.



12. **EXCLUSIVE JURISDICTION, GOVERNING LAWS AND DISPUTE RESOLUTIONS:**


The provisions of the Loan Documents with respect to dispute resolutions between Borrower(s) and the Lender(s) will *mutatis mutandis* apply for the purpose of this Agreement

This Agreement shall be governed by Indian laws and subject to the exclusive jurisdiction of courts in New Delhi.

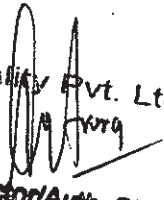
For ASP Sarin Realty Pvt. Ltd.

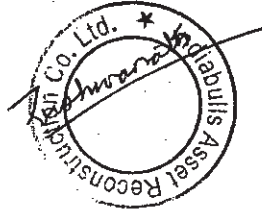
  
Authorized Signatory

For SUPERTECH LIMITED

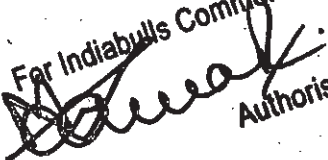
  
AUTHORISED SIGNATORY

For Revital Realty Pvt. Ltd.

  
Director/Auth. Sign.



For Indiabulls Commercial Credit Ltd.

  
Authorized Signatory

Indiabulls Housing Finance Ltd.

  
Authorized Signatory



For Indiabulls Commercial Credit Ltd.  
*[Signature]*  
 Authorised Signatory

For Revital Reality Pvt. Ltd.

*[Signature]*  
 Director/Auth. Sign.

**SCHEDULE I**

ITEM NO.	PARTICULARS	DETAILS
1	Place & Date of this Agreement	Place: New Delhi Date: _____
	<p>Indiabulls Housing Finance Ltd.  <i>[Signature]</i>            Authorised Signatory</p> <p>For Indiabulls Commercial Credit Ltd.  <i>[Signature]</i>            Authorised Signatory</p>	<p>(i) Name: M/s Revital Reality Private Limited            Constitution: Company            Age (if applicable): N/a            Father's name(if applicable): N/a            Corporate identity number (if applicable): U70101DL2011PTC217124            Permanent account number: AAFCR2304C            Address/registered office address: 1114, Hemkunt Chambers, 89, Nehru Place, New Delhi - 110019</p> <p>(ii) Name: M/s. ASP Sarin Reality Private Limited            Constitution: Company            Age (if applicable): N/a            Father's name(if applicable): N/a            Corporate identity number (if applicable): U70200DL2012PTC236962            Permanent account number: AAKCA9530A            Address/registered office address: 1114, 11th Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi - 110019</p> <p>(iii) Name: M/s Supertech Limited            Constitution: Company            Age (if applicable): N/a            Father's name(if applicable): N/a            Corporate identity number (if applicable): U74899DL1995PLC074422            Permanent account number: AABCS0646N            Address/registered office address: 1114, Hemkund Chambers, 11 Floor, 89, Nehru Place, New Delhi - 110019</p>
2	Hypothecator(s)	
	<p>Indiabulls Housing Finance Ltd.  <i>[Signature]</i>            Authorised Signatory</p> <p>For Indiabulls Commercial Credit Ltd.  <i>[Signature]</i>            Authorised Signatory</p> <p>Indiabulls Housing Finance Ltd.  <i>[Signature]</i>            Authorised Signatory</p>	
3	ESCROW ACCOUNT-30%	<p>Name: _____            Bank A/c. No. _____</p> <p>Name of Bank: HDFC Bank</p> <p>Branch: _____</p>

For ASP Sarin Reality Pvt. Ltd.  
*[Signature]*  
 Authorised Signatory

For Revital Reality Pvt. Ltd.  
*[Signature]*  
 Director/Auth. Sign.

For ASP Sarin Reality Pvt. Ltd.  
*[Signature]*  
 Authorised Signatory

For SUPERTECH LIMITED  
*[Signature]*  
 AUTHORISED SIGNATORY

For SUPERTECH LIMITED  
*[Signature]*  
 AUTHORISED SIGNATORY

Indiabulls Asset Reconstruction Co. Ltd.  
*[Signature]*  
 Authorised Signatory

Indiabulls Asset Reconstruction Co. Ltd.  
*[Signature]*  
 Authorised Signatory

For SUPERTECH LIMITED  
*[Signature]*  
 AUTHORISED SIGNATORY

Indiabulls Asset Reconstruction Co. Ltd.  
*[Signature]*  
 Authorised Signatory

For ASP Sarin Reality Pvt. Ltd.  
*[Signature]*  
 Authorised Signatory

For Revital Reality Pvt. Ltd.  
*[Signature]*  
 Director/Auth. Sign.

Indiabulls Housing Finance Ltd.  
*[Signature]*  
 Authorised Signatory

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

<p>For ASP Sarin Realty Pvt. Ltd. Authorised Signatory</p>	<p>Indiabulls Housing Finance Ltd. <i>[Signature]</i> Authorised Signatory</p> <p>4 ESCROW ACCOUNT-CF For Indiabulls Commercial Credit Ltd. <i>[Signature]</i> Authorised Signatory</p>	<p>Name: _____ Bank A/c. No. _____</p> <p>Name of Bank: HDFC Bank</p> <p>Branch: _____</p>	<p>Director/Auth. Sign. <i>[Signature]</i></p> <p>Indiabulls Asset Reconstruction Co. Ltd.</p>
<p>For ASP Sarin Realty Pvt. Ltd. Authorised Signatory</p>	<p>Indiabulls Housing Finance Ltd. <i>[Signature]</i> Authorised Signatory</p> <p>5 MASTER COLLECTION ACCOUNT For Indiabulls Commercial Credit Ltd. <i>[Signature]</i> Authorised Signatory</p>	<p>Name: _____ Bank A/c. No. _____</p> <p>Name of Bank: HDFC Bank</p> <p>Branch: _____</p>	<p>Director/Auth. Sign. <i>[Signature]</i></p> <p>Indiabulls Asset Reconstruction Co. Ltd.</p>
<p>For ASP Sarin Realty Pvt. Ltd. Authorised Signatory</p>	<p>Indiabulls Housing Finance Ltd. <i>[Signature]</i> Authorised Signatory</p> <p>6 RERA ACCOUNT For Indiabulls Commercial Credit Ltd. <i>[Signature]</i> Authorised Signatory</p>	<p>Name: _____ Bank A/c. No. _____</p> <p>Name of Bank: HDFC Bank</p> <p>Branch: _____</p>	<p>Director/Auth. Sign. <i>[Signature]</i></p> <p>Indiabulls Asset Reconstruction Co. Ltd.</p>
<p>For SUPORTECH LIMITED AUTHORISED SIGNATORY</p>	<p>7 DETAILS OF LENDER(S) ACCOUNT(S) Indiabulls Housing Finance Ltd. <i>[Signature]</i> Authorised Signatory</p> <p>For Indiabulls Commercial Credit Ltd. <i>[Signature]</i> Authorised Signatory</p>	<p>(i) Lender(s)' Account No.1 Name: M/s. Indiabulls Housing Finance Limited Bank Account Number: 00030340027513 Name of Bank: HDFC Bank Branch: HT House, Canaught Place, New Delhi.</p> <p>(ii) Lender(s)' Account No. 2 Name: M/s. Indiabulls Commercial Credit Limited Bank Account Number: 00030340030325 Name of Bank: HDFC Bank Branch: HT House, Canaught Place, New Delhi</p> <p>(iii) Lender(s)' Account No.3 Name: M/s. Indiabulls Asset Reconstruction Company Limited Bank Account Number : 912020056398858 Name of Bank : Axis Bank</p>	<p>Director/Auth. Sign. <i>[Signature]</i></p> <p>Indiabulls Asset Reconstruction Co. Ltd.</p>

For ASP Sarin Realty Pvt. Ltd.

For Revital Realty Pvt. Ltd.

*[Signature]*  
Authorised Signatory

Director/Auth. Sign.



For Revital Realty Pvt. Ltd. AUTHORIZED SIGNATORY

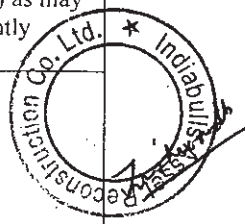
AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

For ASP Sarin Reality Pvt. Ltd.

*[Signature]*  
Authorised Signatory

		Branch : DLF, ground floor, phase-IV, DLF Qutab enclave complex, Gurgaon-122009  or such other account(s) of the Lender(s) as may be specified by the Lender(s) (either jointly and/or individually) from time to time.
8	<p>Indiabulls Housing Finance Ltd. <i>[Signature]</i> Authorised Signatory</p> <p><b>DETAILS OF BORROWER(S) ACCOUNT</b></p> <p>For Indiabulls Commercial Credit Ltd. <i>[Signature]</i> Authorised Signatory</p>	Name:  Bank Account Number :  Name of Bank :  Branch :  or such other bank account(s) of the Hypothecator(s) as informed by the Lender(s) (either jointly and/or individually), to the Escrow Agent upon request for change of the Borrower(s)' Account made by the Hypothecator(s) to the Lender(s).



*[Signature]*  
Director/ Auth. Sign.

For Revital Reality Pvt. Ltd.

For ASP Sarin Reality Pvt. Ltd.

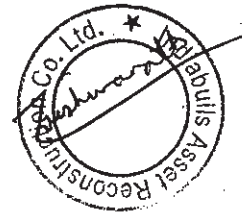
*[Signature]*  
Authorised Signatory

For Revital Reality Pvt. Ltd.

*[Signature]*  
Director/ Auth. Sign.

Indiabulls Housing Finance Ltd.  
*[Signature]*  
Authorised Signatory

For Indiabulls Commercial Credit Ltd.  
*[Signature]*  
Authorised Signatory



**SCHEDULE II**

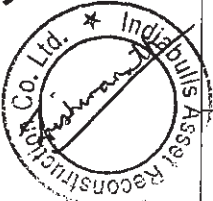
**PROPERTIES**

All that pieces or parcels of land/properties as under together with all the present and/or future structures, buildings, furniture, fixtures, fittings, standing and/or plant and machinery installed/ to be installed and/or constructed/to be constructed thereon and all the present and future title, interests and/or rights of M/s ASP Sarin Reality Pvt. Ltd., M/s Supertech Limited and Revital Reality Pvt Ltd therein:

Rect. No.	Killa No.	Kanal	Marla	Owner	Share in the land parcel	Situated at
54	9 min	7	0	M/s Revital Reality Pvt. Ltd.	1	Village Naurangpur, District Gurgaon, Haryana
	12	8	0			
	19	8	0			
	20	8	0			
	18/3	2	4			
	22	8	0			
54	18/2	3	12	M/s Revital Reality Pvt. Ltd.	1	
	23/1	3	16			
54 55	10	7	12	M/s Revital Reality Pvt. Ltd.	1	
	7/1	2	0			
	6 min	7	17			
	14/1 min	3	19			
	14/2 min	2	9			
	15/1 min	0	6			
	17/1 min	0	8			
	18 min	4	9			
	19/1 min	7	12			
	20/1	5	12			
55	7/2	6	0	M/s Revital Reality Pvt. Ltd. and M/s A.S.P. Sarin Reality Pvt. Ltd.	1	

Indiabulls Housing Finance Ltd.  
*[Signature]*  
 Authorised Signatory

Indiabulls Commercial Credit Ltd.  
*[Signature]*  
 Authorised Signatory



Revital Reality Pvt. Ltd.  
*[Signature]*



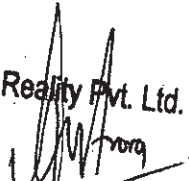
*[Signature]*

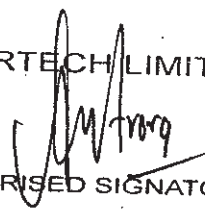
Authorised Signatory  
 For Revital Reality Pvt. Ltd.  
*[Signature]*  
 Authorised Signatory

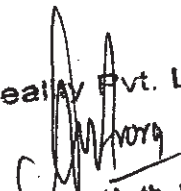
For ASP Sarin Reality Pvt. Ltd. or SUPERTECH LIMITED  
*[Signature]*  
 Authorised Signatory

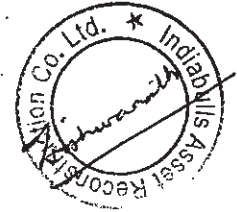
*[Signature]*  
 AUTHORISED SIGNATORY

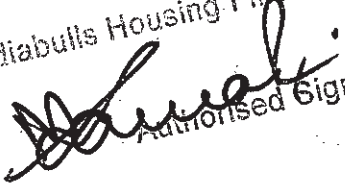
Total	96	16				
	12.1 Acres					


For ASP Sarin Realty Pvt. Ltd.  
  
 Authorised Signatory

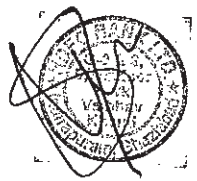
For SUPERTECH LIMITED  
  
 AUTHORISED SIGNATORY

For Revital Realty Pvt. Ltd.  
  
 Director/Auth. Sign.



Indiabulls Housing Finance Ltd.  
  
 Authorised Signatory

For Indiabulls Commercial Credit Ltd.  
  
 Authorised Signatory



SCHEDULE III

Subject to the other provisions of this Agreement and the provisions of RERA, the transfer of amounts from/into the Master Collection Account, the RERA Account, the Escrow Accounts, the Lender(s) Account(s) and/or the Borrower(s) Account (as the case may be) shall be made as follows [until the entire Borrower's Dues are repaid/paid in full to the Lender(s) under the respective Loan Documents, which shall be confirmed by the Lender(s) in writing (jointly and /or individually)]:

I. Master Collection Account:

(a) Prior to the receipt of the occupation certificate or the completion certificate, as the case may be, for the project on the Properties, the Escrow Agent shall forthwith transfer from the Master Collection Account:

- (i) 70% (seventy percent) of the total Receivables deposited/credited in the Master Collection Account on a particular day ("Daily Receivables") to the RERA Account on a daily basis (at the end of working hours of each day);
- (ii) 30% (thirty percent) of the Daily Receivables to the Escrow Account-30% on a daily basis (at the end of working hours of each day).

(b) On and from the date of receipt of the written intimation by the Escrow Agent about receipt of the occupation certificate or the completion certificate, as the case may be, for the project on the Properties by the Hypothecator(s), the Escrow Agent shall forthwith transfer on a daily basis (at the end of working hours of each day), 100% (hundred percent) of the Daily Receivables from the Master Collection Account to the Escrow Account-30%.

II. RERA Account:

(a) Until the receipt of the occupation certificate or the completion certificate, as the case may be, for the project on the Properties, the Escrow Agent shall, upon receipt of the instruction(s)/declaration(s) from the Hypothecator(s) for transfer of amounts (in terms of the RERA Certificates), forthwith transfer amounts from the RERA Account to the Escrow Account-CF on a daily basis until the aggregate amounts transferred from the RERA Account to the Escrow Account-CF are equivalent to the amounts mentioned in such instruction(s)/declaration(s) from the Hypothecator(s);

(b) On the date of receipt of the written intimation by the Escrow Agent about receipt of the occupation certificate or the completion certificate, as the case may be, for the project on the Properties by the Hypothecator(s), all amounts, if any, in the RERA Account shall forthwith be transferred on the same day (at the end of working hours of such day) by the Escrow Agent from the RERA Account to the Escrow Account-30%.

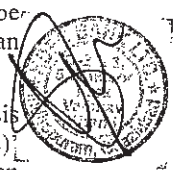
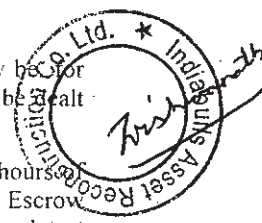
III. Escrow Account-CF:

(a) Until the receipt of the occupation certificate or the completion certificate, as the case may be, for the project on the Properties, amounts credited/ deposited in the Escrow Account-CF shall be dealt in the following manner:

- (i) the Escrow Agent shall forthwith transfer on a daily basis (at the end of working hours of each day) such percentage of amounts (in the Escrow Account-CF) from the Escrow Account-CF to the respective Lender(s) Account(s) in such proportion as per the latest intimation in this regard issued by the Lender(s), jointly and/or individually, to the Escrow Agent from time to time. Such amounts transferred to the Lender(s) Account(s) shall be utilized for payment/repayment of the Borrower's Dues under the respective Loan Documents;
- (ii) the balance amount, if any, in the Escrow Account-CF shall be transferred on a daily basis (at the end of working hours of each day) by the Escrow Agent to the Borrower(s) Account, provided (a) there is no instance of breach and/or payment default under the Loan Documents by the Obligor(s); and/or (b) no Event of Default has occurred under any of the Loan Documents.

The Lender(s) shall, however, be entitled to change (either jointly and/or individually) the percentages mentioned in sub-clauses III (a) (i) and (ii) above from time to time and any

*Aravind*  
 For Indiabulls Housing Finance Ltd.  
 Authorised Signatory  
*Aravind*  
 For Indiabulls Commercial Credit Ltd.  
 Authorised Signatory



For ASP Sarin Realty Pvt. Ltd.  
*[Signature]*  
 Authorised Signatory

For Revital Reality Pvt. Ltd.  
*[Signature]*  
 Director/Auth. Sign.

For SUPERTECH LIMITED  
*[Signature]*  
 AUTHORISED SIGNATORY

such change by the Lender(s) (jointly and/or individually) shall be binding on the Hypothecator(s) and the Escrow Agent (and thereafter, the Escrow Agent will accordingly transfer amounts from the Escrow Account-CF to the Lender(s)' Account(s) and/or the Borrower(s)' Account).

- (b) On and from the date of receipt of the written intimation by the Escrow Agent about receipt of the occupation certificate or the completion certificate, as the case may be, for the project on the Properties by the Hypothecator(s), and unless otherwise instructed by the Lender(s) in writing (whether jointly and/or individually), any amount credited/deposited in the Escrow Account-CF shall be forthwith transferred on a daily basis (at the end of working hours of each day) by the Escrow Agent to the Lender(s) Account(s) (and such amounts transferred in the respective Lender(s)' Account(s) shall be in such proportion as per the latest intimation in this regard, if any, issued by the Lender(s), jointly and/or individually, to the Escrow Agent from time to time. Such amounts transferred to the Lender(s)' Account(s) shall be utilized for payment/repayment of the Borrower's Dues under the respective Loan Documents).

Amounts, if any, transferred to the Borrower(s)' Account from the Escrow Account-CF shall be utilised by the Hypothecator(s) only for the construction/development of the project on the Properties (if the occupation certificate or the completion certificate, as the case may be, for the project on the Properties has not been received by the Hypothecator(s)) and/or for such other purposes as permitted by the Lender(s) in writing, jointly and/or individually, (if the occupation certificate or the completion certificate, as the case may be, for the project on the Properties has been received by the Hypothecator(s)).

**IV. Escrow Account-30%:**

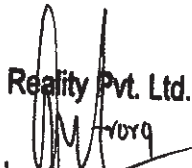
Amounts credited/ deposited in the Escrow Account-30% shall be dealt with in the following manner:

- (i) the Escrow Agent shall forthwith transfer (at the end of working hours of each day) such percentage of the amounts (in the Escrow Account-30%) from the Escrow Account-30% to the respective Lender(s)' Account(s) in such proportion as per the latest intimation in this regard, if any, issued by the Lender(s), jointly and/or individually, to the Escrow Agent from time to time. Such amounts transferred to the Lender(s)' Account(s) shall be utilized for payment/repayment of the Borrower's Dues under the respective Loan Documents);
- (ii) the balance amount, if any, in the Escrow Account-30% shall be transferred on a daily basis (at the end of working hours of each day) by the Escrow Agent to the Borrower(s)' Account, provided (a) there is no instance of breach and/or payment default under the Loan Documents by the Obligor(s); and/or (b) no Event of Default has occurred under any of the Loan Documents.

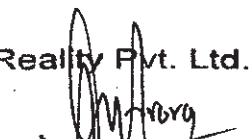
The Lender(s) shall, however, be entitled to change the percentages mentioned in sub-clauses IV (i) and (ii) above from time to time (either jointly and/or individually) and any such change by the Lender(s) (whether jointly and/or individually) shall be binding on the Hypothecator(s) and the Escrow Agent (and thereafter, the Escrow Agent will accordingly transfer amounts from the Escrow Account-30% to the Lender(s)' Account(s) and/or the Borrower(s)' Account).

Amounts, if any, transferred to the Borrower(s)' Account from the Escrow Account-30% shall be utilised by the Hypothecator(s) only for such purposes as permitted by the Lender(s) (whether jointly and/or individually) in writing.

For ASP Sarin Realty Pvt. Ltd.

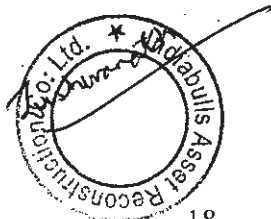
  
Authorized Signatory

For Revital Realty Pvt. Ltd.

  
Director/Auth. Sign.

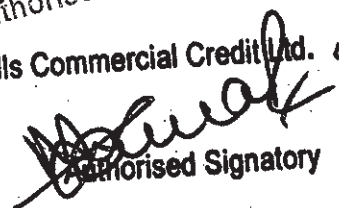
For SUPERTECH LIMITED

  
AUTHORISED SIGNATORY



Indiabulls Housing Finance Ltd.  
  
Authorized Signatory

For Indiabulls Commercial Credit Ltd.

  
Authorized Signatory





IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

Signed and Delivered by the ESCROW AGENT:

For HDFC Bank Limited

Authorised Signatory  
Name:

For ASP Sarin Realty Pvt. Ltd.

  
Authorised Signatory

Signed and delivered by the Hypothecator(s):

For M/s. Supertech Limited

For SUPERTECH LIMITED

  
AUTHORISED SIGNATORY

Authorised Signatory  
Name: Mr. Nitish Kumar Arora

For Revital Realty Pvt. Ltd.

  
Director/Auth. Sign.

For M/s. ASP Sarin Realty Private Limited

For ASP Sarin Realty Pvt. Ltd.

  
Authorised Signatory

Authorised Signatory  
Name: Mr. Nitish Kumar Arora

For SUPERTECH LIMITED

  
AUTHORISED SIGNATORY


For M/s. Revital Realty Private Limited

For Revital Realty Pvt. Ltd.

  
Director/Auth. Sign.

Authorised Signatory  
Name: Mr. Nitish Kumar Arora

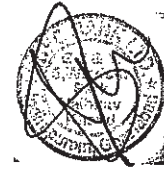
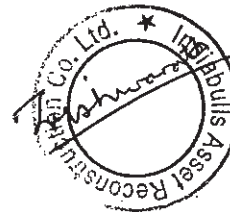
Indiabulls Housing Finance Ltd.

  
Authorised Signatory

Signed and Delivered by the Lender(s):

For Indiabulls Commercial Credit Ltd.

  
Authorised Signatory



For SUPERTECH LIMITED

AUTHORISED SIGNATORY

For M/s. Indiabulls Housing Finance Limited  
Indiabulls Housing Finance Ltd.

Authorised Signatory

Name: Mr. Sukhjit Singh Makkar

For Indiabulls Commercial Credit Ltd.

Authorised Signatory

Name Mr. Sukhjit Singh Makkar

For M/s. Indiabulls Asset Reconstruction Company Limited



Authorised Signatory

Name: Mr. Vishwanath Bahuguna

Witnesses:

1. \_\_\_\_\_  
Name:  
Occupation  
Address:  
PAN:

2. \_\_\_\_\_  
Name:  
Occupation:  
Address:  
PAN:

For ASP Sarin Realty Pvt. Ltd.

Authorised Signatory

For Revital Realty Pvt. Ltd.

Director/Auth. Sign.

For ASP Sarin Realty Pvt. Ltd.

Authorised Signatory

For Revital Realty Pvt. Ltd.

Director/Auth. Sign.

For ASP Sarin Realty Pvt. Ltd.

Authorised Signatory