

Sale of Immovable Properties



**Indian-Non Judicial Stamp
Haryana Government**



Date : 20/06/2018

Certificate No. G0T2018F872

GRN No. 36623278



Stamp Duty Paid : ₹ 112260000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Eventual Builders Private limited

H.No/Floor : M11

Sector/Ward : M11

LandMark : Middle circle

City/Village : Cp

District : New delhi

State : Delhi

Phone: 9810801414

Others : Saraswati kunj infrastructure pvt ltd, bptp ltd



Buyer / Second Party Detail

Name : Joyville Shapoorji housing Private limited

H.No/Floor : 41/44

Sector/Ward : 41/44

LandMark : Sp center minoo desai marg

City/Village: Colaba

District : Mumbai

State : Maharashtra

Phone : 9717348282

Purpose : SALE DEED

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

SALE DEED



Consideration : INR 224,52,00,003.00
Stamp Duty : INR 11,22,60,000.00
Stamp Paper S. No. & Date : G0T2018F872 dated June 20, 2018
GRN No. : 36623278
Issued by : <https://egrashry.nic.in>
Land Area : 17.90 Acres
Location : Sector 102, Village Kherki Majra
Sub-Tehsil : Kadipur
District : Gurugram

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/Auth. Signatory

Director/Authorised Signatory



प्रलेख नः 1559

दिनांक: 21-06-2018

डीड संबंधी विवरण		
डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील कादीपुर	गांव/शहर खेडकी माजरा धनकोट	स्थित खेडकी माजरा धनकोट
भवन का विवरण		
भूमि का विवरण		
निवासीय	17.9 Acre	
धन संबंधी विवरण		
राशि 2245200128 रुपये	कुल स्टाम्प इयूटी की राशि 112260000 रुपये	
स्टाम्प नं : g0u2018f1104	स्टाम्प की राशि 101 रुपये	
रजिस्ट्रेशन फीस की राशि 15000 रुपये	पेस्टिंग शुल्क 3 रुपये	
DeficiencyStampno: g0t2018f872	DeficiencyGrano: 36623278	DeficiencyAmt: 112260000
Drafted By: SHIV KUMAR SINGH ADV		Service Charge: 200

यह प्रलेख आज दिनांक 21-06-2018 दिन गुरुवार समय 2:44:00 PM बजे श्री/श्रीमती/कुमारी Eventual Builders Pvt Ltdthru Digvijay YadavOTHER Saraswati Kunj Infrastructure Pvt Ltdthru Digvijay YadavOTHER निवास M-11 Middle Circle Connaught Circus New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/ Auth. Signatory

हस्ताक्षर प्रस्तुतकर्ता

Eventual Builders Pvt Ltd Saraswati Kunj Infrastructure Pvt Ltd

Director/Authorised Signatory

उप/सयुक्त पंजीयन अधिकारी (कादीपुर)

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापति प्रमाण पत्र की आवश्यकता नहीं है।

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/ Auth. Signatory

Eventual Builders Pvt Ltd Saraswati Kunj Infrastructure Pvt Ltd

Director/Authorised Signatory

उप/सयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी Joyville Shapeorji Housing Pvt Ltd thru Thru Gourav BhutaniOTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष क्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Hardeep Lamba पिता D S Lamba निवासी F-1103 Residency Apt Ardee City Gurugram व श्री/श्रीमती/कुमारी Shiv Kumar पिता --- निवासी Adv GGM ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 21-06-2018

उप/सयुक्त पंजीयन अधिकारी (कादीपुर)



This Sale Deed ("this Deed") is made and entered at Gurugram on this 21st day of June, 2018 ("Execution Date").

BETWEEN

EVENTUAL BUILDERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi 110 001, hereinafter referred to as "**Vendor No.1**" through its authorized signatory Mr. Digvijay Yadav duly authorized vide a board resolution dated June 20, 2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the First Part; ~~AASHAAR~~ NO. 4399 8043 3613 PAN. ABRPY3545L

AND

SARASWATI KUNJ INFRASTRUCTURE PRIVATE LIMITED, company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi 110 001, hereinafter referred to as "**Vendor No.2**" through its authorized signatory Mr. Digvijay Yadav duly authorized vide a board resolution dated June 20, 2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the Second Part;

For the sake of brevity, Vendor No. 1 and Vendor No. 2 are hereinafter collectively referred to as the "**Vendors**".

AND

JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at SP Center, 41/44, Minoo Desai Marg, Colaba, Mumbai-400004, hereinafter referred to as "**Purchaser**" through its authorized signatory Mr. Gourav Bhutani duly authorized vide a board resolution dated May 29, 2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the Third Part; ~~AASHAAR~~ NO. 9575 2113 9294 PAN. AITPB8300K

AND

BPTP LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi 110 001,

For Eventual Builders Pvt. Ltd.

For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/Auth. Signatory

Director/Authorised Signatory



Reg. No.

Reg. Year

Book No.

1559

2018-2019

1



विक्रेता



क्रेता



गवाह

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru Digvijay Yadav OTHER Eventual Builders Pvt Ltd thru Digvijay
Yadav OTHER Saraswati Kunj Infrastructure Pvt Ltd

For Saraswati Kunj Infrastructure Pvt. Ltd.

क्रेता :- thru Thru Gourav Bhutani OTHER Joyville Shapoorji Housing Pvt
Ltd

Director/ Auth. Signatory

Director/Authorised Signatory

गवाह 1 :- Hardeep Lamba

गवाह 2 :- Shiv Kumar

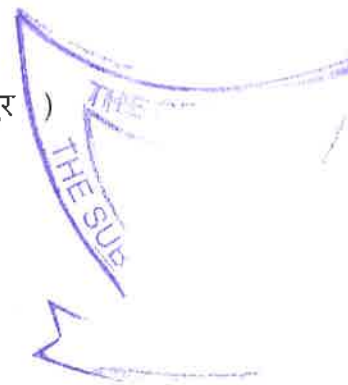
प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1559 आज दिनांक 21-06-2018 को बही नं 1 जिल्द नं 193 के पृष्ठ नं 39.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 78 के पृष्ठ संख्या 15 से 20 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 21-06-2018



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)



hereinafter referred to as "BPTP" through its authorized signatory Mr. Digvijay Yadav duly authorized vide a board resolution dated June 20, 2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the Fourth Part.

The Vendors, the Purchaser and BPTP each are hereinafter individually called a "Party" and collectively referred to as "Parties".

WHEREAS:

- A. The Vendor No. 1 is the sole and absolute owner of all that piece and parcel of land situated in the revenue estate of Village Kherki Majra, Hadbast 52, Tehsil and District Gurugram at Khewat No. 11/15:

Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
1.	13	54	8K-0M
2.	14	54	8K-0M
3.	15	54	8K-0M
4.	16/1	54	0K-7M
5.	16/2	54	7K-0M
6.	17	54	7K-7M
7.	10	55	8K-0M
8.	11/1	55	3K-11M
9.	11/2	55	4K-9M
10.	20/1	55	5K-11M
Total			58K-45M

(hereinafter referred to as "Project Land I").

- B. The Vendor No. 1 is the absolute owner of all that piece and parcel of land situated in the revenue estate of Village Kherki Majra, Hadbast 52, Tehsil and

For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt. Ltd.



Director/Authorized Signatory

Director/Authorized Signatory



District Gurugram at Khewat No. 14/18-21-22:

Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
1.	19	55	7K-7M
2.	9/2	55	6K-9M
3.	20/2	55	1K-16M
4.	12	55	8K-0M
5.	13/1	55	1K-8M
Total			23K-40M

(hereinafter referred to as "Project Land 2").

- C. The Vendor No. 1 is the absolute owner of all that piece and parcel of land situated in the revenue estate of Village Kherki Majra, Hadbast 52, Tehsil and District Gurugram at Khewat No. 127/203:

Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
1.	19 min east north	54	1K-10M
Total			1K-10M

(hereinafter referred to as "Project Land 3").

- D. The Vendor No. 2 is the absolute owner of all that piece and parcel of land situated in the revenue estate of village Kherki Majra, Hadbast 52, Tehsil and District Gurugram at Khewat No. 131/207:

Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
1.	3/2 min	54	1K-7M

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/Auth. Signatory

Director/Authorised Signatory



Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
2.	8 min	54	7K-3M
3.	9 min	54	0K-15M
4.	12/1min	54	2K-9M
Total			11K-14M

(hereinafter referred to as "Project Land 4").

- E. The Vendor No. 1 is the absolute owner of all that piece and parcel of land situated in the revenue estate of Village Kherki Majra, Hadbast 52, Tehsil and District Gurugram at Khewat No. 149/235:

Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
1.	4min	54	7K-9M
2.	5	54	8K-0M
3.	6	54	8K-0M
4.	7	54	8K-0M
5.	18	54	7K-7M
6.	1/1	55	2K-13M
Total			41K-9M

(hereinafter referred to as "Project Land 5").

- F. The Vendor No. 1 is the absolute owner of all that piece and parcel of land situated in the revenue estate of Village Kherki Majra, Hadbast 52, Tehsil and District Gurugram at Khewat No. 355/477:

Sr. No.	Survey No.	Rectangle No.	Area (Kanal-Marla)
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For Eventual Builders Pvt. Ltd.

For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/ Auth. Signatory

[Signature]

Director/Authorised Signatory

[Signature]



1.	12/2min east north	54	3K-6M
Total			3K-6M

(hereinafter referred to as "**Project Land 6**").

The Project Land 1, Project Land 2, Project Land 3, Project Land 4, Project Land 5 and Project Land 6 shall hereinafter collectively be referred to as "**Project Land**", more particularly described in **Schedule 1** hereto and delineated in the **Plan** annexed as **Annexure "A"** hereto. The aggregate area of the Project Land is 143K-4M i.e. 17.9 Acres.

- G. CPI India (I) Limited ("**CPI**") invested a sum of INR 322,50,00,000/- (Indian Rupees Three Hundred Twenty Two Crore Fifty Lakhs Only) to acquire 5.67 % (five point six seven percent) share of BPTP vide shareholders and share subscription agreements dated August 10, 2007 as amended by 1st amendment to the shareholders agreement dated July 9, 2008. A further memorandum of understanding dated December 19, 2009 was also executed in this regard. Pursuant to the signing of the above mentioned documents, certain disputes arose between CPI and BPTP with respect to various issues arising out of or in connection with the above mentioned documents.
- H. The Vendors are part of the group companies of BPTP. BPTP, in order to resolve aforementioned disputes, has entered into terms of settlement with CPI and filed a joint application dated December 15, 2015 before the Arbitral Tribunal, pursuant to which BPTP was required to pay an amount of INR 333,00,00,000/- (Indian Rupees Three Hundred and Thirty Three Crores Only) ("**Dues**") on or before September 30, 2016 to CPI and along with interest on the Dues after September 30, 2016. BPTP has paid part of the Dues.
- I. In furtherance to the settlement which has been arrived at by and between BPTP and CPI, a consent award dated December 18, 2015 ("**Award**") has been passed by the Arbitral Tribunal, consisting of Mr. Justice A.S. Anand (Retd.) (Presiding Arbitrator), Mr. Justice S.N.Variava (Retd.), Mr. Justice B.N. Srikrishna (Retd.), consisting of various terms and conditions as mentioned therein. As per the Award, the parties were required to file the minutes of order before the jurisdictional court which would specify the terms of settlement which has been arrived at by and between CPI, the Vendors along with BPTP;
- J. Pursuant to the Award as mentioned hereinabove, BPTP and CPI approached

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory



the Hon'ble High Court of Delhi ("**High Court**") by way of filing a joint application before the High Court thereby seeking the execution of the Award passed and to bring on record the minutes of the order ("**Minutes of Order**") which stipulates the terms and conditions of settlement which has been arrived at between CPI, the Vendors along with BPTP. The High Court by way of its order dated December 22, 2015 in OMP (ENF) (COMM) 8/2015 has taken on record the Minutes of the Order filed by the parties and accordingly disposed off the petition ("**Order**"). In order to secure the payment of the Dues, the parties have agreed in the Minutes of Order filed before the High Court that the Project Land shall stand attached. Further, as per the Minutes of Order, the original title documents in relation to the Project Land have been placed in the custody of Mr. Anirudh Wadhwa, the receiver appointed by the High Court ("**Receiver**").

- K. By and under an Escrow Agreement dated December 21, 2015 entered into between CPI, BPTP, various companies including the Vendors and Oriental Bank of Commerce ("**OBC**"), OBC was appointed as the escrow agent and the Vendors opened the following escrow accounts ("**OBC Escrow Accounts**").

S. No.	Name of the Party	Bank Account Number	Bank Name
1	Vendor No. 1	09871131002000	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
2	Vendor No. 2	09871131001843	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram

- L. The Purchaser is desirous of purchasing the Project Land from the Vendors to undertake the development of a residential group housing (the "**Project**") on the Project Land. The Project would be spread over the Project Land with a base floor area ratio ("**FAR**") eligibility of 19,54,047 square feet calculated as follows (the "**Actual FAR**"):

Land Type	Land Area (In Acres)	Available FAR	FAR (In square feet)
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For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Auth Signatory

Director/Authorised Signatory



Land Type	Land Area (In Acres)	Available FAR	FAR (In square feet)
Land area under TOD Policy with 100% FAR	0.49	3.5	74,705
Land area under TOD Policy with 100% FAR	17.2575	2.5	18,79,342
TOTAL LAND AREA	17.90		
TOTAL ACTUAL FAR			19,54,047

- M. CPI has granted its consent letter dated August 24, 2017, granting its approval for undertaking the transaction contemplated under this Deed for the transfer, assignment and sale of the Project Land from the Vendors to the Purchaser. Copy of the CPI consent letter dated August 24, 2017 is annexed hereto and marked as **Annexure "B"**.
- N. The Receiver has by its Letters dated August 28, 2017 and June 20, 2018 granted its consent to the Vendors and BPTP to undertake the transaction contemplated under this Deed for the transfer, assignment and sale of the Project Land from the Vendors to the Purchaser. Copies of the Receiver no-objection letters dated August 28, 2017 and June 20, 2018 are annexed hereto and marked as **Annexure "C"**.
- O. By and under an Agreement to Sell dated September 1, 2017 entered into between the Vendors, the Purchaser and BPTP, ("**Agreement for Sale**"), the Vendors have agreed to sell and transfer all their right, title and interest in respect of the Project Land to and in favour of the Purchaser for the consideration and on the terms and conditions contained therein.
- P. Pursuant to application dated October 17, 2017 preferred by the Vendors before the Department of Town and Country Planning, ("**DTCP**"), Haryana for the purpose of development of a residential group housing project on the Project Land ("**Development License**"), DTCP has granted the Development License bearing reference no. 14 of 2018 dated February 7, 2018 in the name of the Vendors on terms and conditions as mentioned therein. Copy of the Development License is annexed herewith and marked as **Annexure "D"**.

For *Eventual Builders Pvt. Ltd.* For *Saraswati Kunj Infrastructure Pvt. Ltd.*



Director/Authorised Signatory

[Signature]

Director/Authorised Signatory

[Signature]



- Q. Post the grant of the Development License in the name of the Vendors, the Vendors by way of its application dated February 16, 2018 along with the requisite documents required in this regard applied for the transfer of Development License in the name of the Purchaser ("**Transfer Application**"). In pursuance to the Transfer Application, DTCP granted the in-principle approval dated May 9, 2018 bearing memo no. LC-3664-PA(SN) 2018/ 14261 ("**In-Principle Approval**") for the transfer of Development License in favour of the Purchaser on the terms and conditions as mentioned therein. Copy of the In- Principle Approval granted by DTCP is annexed herewith and marked as **Annexure "E"**.
- R. The Vendors have obtained 2 (two) separate Certificates both dated June 19, 2018 issued by Messrs Sanjay Batra & Co., Chartered Accountant, being the statutory auditors of the Vendors certifying that the Project Land 1, Project Land 2, Project Land 3, Project Land 5 and Project Land 6 are stock in trade in the books of accounts of Vendor No. 1 and Project Land 4 is stock-in trade in the books of accounts of Vendor No. 2. The originals of the said Certificates has been duly handed over to the Purchaser and the Purchaser acknowledges the receipt of the same.
- S. The Vendors and BPTP filed a joint application dated May 29, 2018 before the High Court of Delhi in OMP (ENF) (COMM) 8/2015 and CPI India (I) Limited ("**CPI**") filed a consenting affidavit dated May 30, 2018 before the High Court of Delhi in OMP (ENF) (COMM) 8/2015 for the purpose of seeking the modification of the Award and the Order. Pursuant to the above applications preferred by the Vendors, BPTP and CPI, the High Court of Delhi has passed Order dated May 31, 2018 in OMP (ENF) (COMM) 8/2015 (i) approving the sale and conveyance of the Project Land together with the Development License in favour of the Purchaser; (ii) approving all the terms and conditions agreed under the Agreement for Sale and this Deed; (iii) approving the escrow mechanism as contemplated under the Agreement for Sale and this Deed; and (iv) releasing and discharging the attachment of the Project Land. The Vendors and BPTP filed another joint application dated June 15, 2018 seeking modification of the Order dated May 31, 2018 passed by the High Court of Delhi in OMP (ENF) (COMM) 8/2015 due to change in certain commercial understanding between the parties thereto. Pursuant to the said joint application, the High Court of Delhi passed a revised Order dated June 18, 2018 modifying the Order dated December 22, 2015 and Order dated May 31, 2018 in terms of the joint application made by the Vendors and BPTP; (hereinafter collectively

For Eventual Builders Pvt. Ltd. For Saraswali Kunj Infrastructure Pvt. Ltd.



Director/Auth. Signatory

Director/Authorised Signatory



referred to as **"Revised Consent Order"**).

- T. The Vendors, BPTP and the Purchaser have entered into an Escrow Agreement dated June 21, 2018, whereunder, they have mutually appointed IDBI Trusteeship Services Limited as the escrow agent (**"Escrow Agent"**) and the Purchaser has opened a current account denominated in Rupees under the title **"JOYVILLE SHAPOORJI HOUSING PVT LTD - ESCROW ACCOUNT"** bearing Current Account Number 918020056185858 with the Escrow Agent (**"Escrow Account"**). The Escrow Account is to be operated solely by the Escrow Agent in terms of this Agreement. The Purchaser shall, through a resolution duly passed by the Board of Directors of the Purchaser, appoint the Escrow Agent as the sole / individual operator of the Escrow Account. The Purchaser undertakes not to revoke the aforesaid board resolution till the consummation of the transaction envisaged herein. The Escrow Agreement sets out the terms and conditions of operation of the escrow mechanism by the Escrow Agent as contemplated under this Deed.
- U. The Vendors are desirous of selling the Project Land along with all the rights, easements, privileges appurtenant thereof including without limitation the transfer of Development License in favour of the Purchaser. BPTP hereby agrees and confirms such sale, transfer and conveyance of the Project Land by the Vendors in favour of the Purchaser.
- V. The Parties hereto are now desirous of completing the sale of the Project Land by the Vendors to the Purchaser as was contemplated under the Agreement for Sale and in accordance with the terms and conditions set out in this Deed.

NOW THIS DEED WITNESSETH THAT AS UNDER:

1 CONSIDERATION

- 1.1 In consideration of an aggregate sum of INR 224,52,00,003/- (Indian Rupees Two Hundred Twenty Four Crore Fifty Two Lakh and Three Only), being the entire purchase price (**"Total Consideration"**), (less applicable tax deductible at source (**"TDS"**) payable as per the regulations from time to time, currently calculated @1%), calculated at INR 1,149/- per square feet (Indian Rupees One Thousand One Hundred and Forty Nine only) (**"Agreed Rate"**) of the Actual FAR in accordance with Clause 16 below to be paid by the Purchaser to the Vendors in the following manner:

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Auth. Signatory

Director/Authorised Signatory



- (a) a sum of INR 40,41,36,001/- (Indian Rupees Forty Crore Forty One Lakh Thirty Six Thousand and One only) (being 18% of the Total Consideration) ("**Tranche 1 Consideration**") shall be paid under the following manner:

- i. a sum of INR 27,76,70,056/- (Indian Rupees Twenty Seven Seventy Six Lakh Seventy Thousand and Fifty Six only) ("**Tranche 1A Consideration**") after deducting INR 40,41,360/- (Indian Rupees Forty Lakh Forty One Thousand Three Hundred Sixty only) towards TDS deducted @ 1% on the Total Tranche 1 Consideration has already been deposited by the Purchaser in the Escrow Account with the Escrow Agent simultaneously to the execution and registration of this Sale Deed and the details of which is provided herein below:

Cheque No./RTGS/UTR Ref. No.	Name of the Party	Dated	Drawn on / Received in	Amount (in INR)
	Vendor No. 1			25,49,83,326/-
Amount directly to be Paid on behalf of Vendor No. 1 to Income Tax Department towards TDS on behalf of the Vendor No. 1	Vendor No. 1			37,11,165/-
	Vendor No. 2			226,86,729/-
Amount directly to be Paid on behalf of Vendor No. 2 to Income Tax Department towards TDS on behalf of the Vendor No. 2	Vendor No. 2			3,30,195/-



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Cheque No./RTGS/UTR Ref. No.	Name of the Party	Dated	Drawn on / Received in	Amount (in INR)
TRANCHE 1A CONSIDERATION				28,17,11,416/-

- ii. the balance sum out of Tranche 1 Consideration of INR 12,24,24,585/- (Indian Rupees Twelve Crore Twenty Four Lakh Twenty Four Thousand Five Hundred Eighty Five only) ("**Tranche 1B Consideration**") (TDS already deducted under Clause 1.1(a)(i) above) shall be paid by the Purchaser directly to the relevant authority (on behalf of and as requested and confirmed by the Vendors and BPTP) towards license fee, scrutiny fee and infrastructure augmentation charge payable in terms of the In-Principal Approval and basis the relevant supporting documents provided by the Vendors and BPTP in this regard. The said Tranche 1B Consideration shall be paid by the Purchasers to the relevant government authority within 3 (three) Business Days from the date of (a) receipt of confirmation letter from Vendors and BPTP that no claims have been received pursuant to Public Notice (defined hereinbelow under Clause 13.1),(which confirmation letter shall be issued by the Vendors and BPTP within a period of 3 (three) Business Days from the date of expiry of the 30 (thirty) days period from the date of the Public Notice) or (b) on the resolution of claims by the Vendors and BPTP to the satisfaction of the Purchaser within a period of 15 (fifteen) calendar days from the date of receipt of claims, if any, whichever is later. Provided however that the Purchaser shall be entitled to conduct independent verification, that no claims have been received pursuant to the Public Notice and in case the Purchaser opts for such verification, then the same shall be completed by the Purchaser within a period of 3 (three) Business Days from the expiry of the 30 (thirty) days period from the date of the Public Notice and Tranche 1B Consideration shall be paid by the Purchaser on completion of such verification, if Purchaser opts to do so within the timeline stipulated herein, confirming that there are no claims. It is agreed between the Parties that should the Tranche 1B Consideration vary (whether increase or decrease) on account of amounts

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actually paid by the Purchaser to the relevant authority, then the Tranche 2 Consideration shall be adjusted accordingly. It being further clarified and agreed between the Parties that in such an event, reference to the Tranche 2 Consideration, wherever appearing under the Sale Deed, the Escrow Agreement and the Revised Consent Order shall be construed as and deemed to mean and reference to the adjusted Tranche 2 Consideration.

- (b) a sum of INR 139,58,63,999/- (Indian Rupees One Hundred Thirty Nine Crore Fifty Eight Lakh Sixty Three Thousand Nine Hundred Ninety Nine only), being 62.17% (sixty two point one seven percent) of the Total Consideration ("**Tranche 2 Consideration**") (less TDS @ 1% being a sum of INR 1,39,58,639/- (Indian Rupees One Crore Thirty Nine Lakh Fifty Eight Thousand Six Hundred Thirty Nine)) shall be deposited in the Escrow Account maintained with the Escrow Agent upon receipt of the Final Approval (defined under Clause 13.1 below). Upon completing the actions set out under Clauses 21.1.1 and 21.1.2 of Completion I (defined under Clause 21.1 below), the Escrow Agent shall transfer the Tranche 1A Consideration and Tranche 2 Consideration alongwith the interest accrued thereon to the Vendors into the following bank accounts of the Vendors, which shall be the designated and approved bank accounts under the Revised Consent Order:

S. No.	Name of the Party	Bank Account Number	Amount net of TDS (in INR)	Bank Name
1	Vendor No. 1	09871131002000	126,89,98,287/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
2	Vendor No. 2	09871131001843	11,29,07,072/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
		TOTAL	138,19,05,359/-	

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- (c) a sum of INR 44,52,00,003/- (Indian Rupees Forty Four Crore Fifty Two Lakh and Three only) being 19.83% (nineteen point eight three percent) of the Total Consideration or such sum as maybe revised in terms of Clause 14.1(C) below ("**Tranche 3 Consideration**") (less TDS deducted @ 1% being a sum of INR 44,52,000/- (Indian Rupees Forty Four Lakh Fifty Two Thousand only)) shall be paid and deposited by the Purchaser with the Escrow Agent in the Escrow Account upon obtaining the Building Plan Approvals (defined under Clause 14.1(A) below) for the construction and development over the Project Land or in terms of Clause 14.1 below. It being clarified that reference to Tranche 3 Consideration under this Deed shall be deemed to mean the aforesaid amount or any such amount as maybe revised in terms of Clause 14.1(C) below (as the case maybe). The list of Building Plan Approval is annexed herewith and marked as **Annexure "F"**. Simultaneously to the completion of actions set out under Clauses 21.2.1, 21.2.2 and 21.2.3 below, the Escrow Agent shall transfer the Tranche 3 Consideration alongwith the interest accrued thereon to the Vendors into the following bank accounts of the Vendors, which shall be the designated and approved bank accounts under the Revised Consent Order:

S. No.	Name of the Party	Bank Account Number	Amount net of TDS (in INR)	Bank Name
1	Vendor No. 1	09871131002000	40,47,37,168/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
2	Vendor No. 2	09871131001843	3,60,10,835/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
		TOTAL	44,07,48,003/-	

1.2 ESCROW AGREEMENT

- 1.2.1 The Vendors and BPTP have provided to the Purchaser, letter dated June 21, 2018 issued by the Receiver and duly acknowledged by the Escrow Agent

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confirming that the Receiver has handed over and deposited with the Escrow Agent all title documents as listed in **PART A of Annexure "G"** in respect of the Project Land. The Vendors and BPTP have provided to the Purchaser, letter dated June 21, 2018 issued by the Vendors and duly acknowledged by the Escrow Agent confirming that the Vendors have handed over and deposited with the Escrow Agent all title documents as listed in **PART B of Annexure "G"** in respect of the Project Land.

1.2.2 The Purchaser has simultaneously to the execution and registration of this Deed deposited and delivered the Security Documents listed under Clause 19.1 below with the Escrow Agent.

1.2.3 The Parties agree that on the day the Purchaser receives the original of this Deed from the concerned Registrar of Assurances, the Purchaser shall deposit the original of this Deed in escrow with the Escrow Agent. In the event that, it is not possible to deposit the Sale Deed, on the date it is received from the concerned Registrar of Assurances, with the Escrow Agent, then the original of this registered Deed shall be deposited by the Purchaser on the next Business Day.

For the purposes of this Deed, "Business Day/s" shall be defined to mean a day (excluding Saturdays and Sundays) on which banks are generally open in Gurugram, Haryana for the transaction of normal banking business.

1.3 The Parties shall be responsible for paying the transfer fees for the transfer of the Development License i.e. (i) 10% (ten percent) of the license fees as per the provisions of Rule 17 of the Haryana Development and Regulation of Urban Areas Rules, 1976 and (ii) 25% (twenty five percent) of the license fees as per the Change in Beneficial Interest Policy dated February 18, 2015 (collectively "Administrative Charges") in the following proportions:

Sr. No.	Administrative Charges (in INR)	Party responsible to bear the Administrative Charges
1.	1,87,74,000/-	Purchaser
2.	1,87,74,000/-	Vendors and BPTP

The above Administrative Charges shall be borne by the Vendors and BPTP in accordance with Clause 15.2 below and such Administrative Charges shall be

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reimbursed by the Purchaser to the Vendors in accordance with Clause 15.3 below.

- 1.4 The Parties agree that the TDS to be deducted from each tranche of the Total Consideration shall be deposited by the Purchaser with the Income Tax Department within 10 (ten) Business Days from the relevant due date for the payment of the relevant tranche payment. Within 3 (three) calendar days from the date of deposit of the said TDS, the Purchaser shall deliver, to the Vendors, TDS certificates evidencing the amounts deposited with the Income Tax Department.

2 GRANT OF CONVEYANCE, TRANSFER AND SALE

- 2.1 Subject to Clause 2.3 below, (I) (a) the Vendor No. 1 hereby grants, sells, conveys, transfers and assures to and unto the Purchaser all its respective right, title and interest in respect of Project Land 1, Project Land 2, Project Land 3, Project Land 5 and Project Land 6 more particularly described in the **Schedule** hereunder written and delineated in red colour boundary line on the **Plan** hereto annexed and marked as **Annexure "A"** free from any encumbrances and reasonable doubts; and (b) BPTP confirms such sale, transfer and conveyance of Project Land 1, Project Land 2, Project Land 3, Project Land 5 and Project Land 6 in favour of the Purchaser;
- 2.2 Subject to Clause 2.3 below, (II) (a) the Vendor No. 2 hereby grants, sells, conveys, transfers and assures to and unto the Purchaser all its respective right, title and interest in respect of Project Land 4 more particularly described in the **Schedule** hereunder written and delineated in blue colour boundary line on the plan hereto annexed and marked as **Annexure "A"** free from any encumbrances and reasonable doubts; and (b) BPTP confirms such sale, transfer and conveyance of Project Land 4 in favour of the Purchaser; and
- 2.3 It is agreed and clarified between the Parties that the above sale, conveyance, transfer and grant of the Vendors' right, title and interest in respect of the Project Land and all other incidental rights and benefits as provided under Clauses 2.1 and 2.2 above shall stand transferred and conveyed to and in favour of the Purchaser only upon the Final Approval (as defined under Clause 13.1 of this Deed) being obtained to the satisfaction of the Purchaser and upon release of Tranche 1A Consideration and Tranche 2 Consideration (along with interest, if any in terms of this Deed) in favour of the Vendors as provided under Clauses

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1.1 (a) and (c) above respectively.

3 RIGHTS, BENEFITS OF DEVELOPMENT LICENSE

AND TOGETHER WITH the transfer and assignment of the Development License bearing reference no. 14 dated February 7, 2018 and all benefits, rights and entitlement attached thereto to and in favour of the Purchaser;

4 OTHER RIGHTS, ENTITLEMENT OF PURCHASER AND COVENANTS OF THE VENDORS

TOGETHER WITH compounds, ditches, fences, trees, plants, shrubs, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the Project Land or any part thereof belonging or in any way appertaining to or with the same or any part thereof now at or any time here before usually held used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto free from any encumbrances whatever **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in to out of or upon the Project Land or any part thereof **AND TO HAVE AND TO HOLD** all and singular the Project Land hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with its and every of its rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser;

5 TITLE DOCUMENTS

AND TOGETHER ALSO WITH all the original / certified deeds, documents, writings, vouchers and other evidences of title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever, at law and in equity of the Vendors into or of or upon the Project Land or any part thereof as listed in **Annexure "G"** hereunder written;

6 PAYMENT OF TAXES, CHARGES, OUTGOINGS, ETC

The Vendors shall be responsible and liable for payment of all rents, rates, assessments, taxes and dues payable to the Government or to any authorities, or any other public body or local authority for the period upto the Completion I

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(defined under Clause 21.1 below); **AND thereafter** the Purchaser shall be liable for payment of the rents, rates, assessments, taxes and dues for the period post Completion I (defined under Clause 21.1 below). **AND** the water and electricity connections, if any, pertaining to the Project Land shall stand transferred / issued in the name of the Purchaser;

7 POWER AND AUTHORITY OF VENDORS TO GRANT CONVEYANCE

AND the Vendors and BPTP hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any person or persons lawfully or equitably claiming by from through under or in trust for them made done committed, omitted or knowingly or willingly suffered to the contrary the Vendors have good right, full power and absolute authority to grant, convey, transfer, sell, release and assure the Project Land granted, conveyed, transferred, sold, released and assured to and in favour of the Purchaser in terms of this Deed;

8 RIGHT OF PURCHASER TO USE AND ENJOY THE PROJECT LAND

AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the Project Land granted, conveyed, transferred, sold, released and assured to and in favour of the Purchaser in terms of this Deed with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors /BPTP and/or their survivor or survivors or any of them or by any person lawfully or equitably claiming or to claim by from under or in trust for them;

9 INDEMNITY

AND THAT the Vendors and BPTP shall indemnify and hold harmless the Purchaser for any claims, loss or damage that the Purchaser may sustain or suffer and/or any costs, charges or expenses including legal fees that the Purchaser may incur arising directly or indirectly from, as a result of, or in connection with the Dues, and/or any misrepresentation or the breach of any representation, warranty, obligation and covenant made by the Vendors and

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BPTP, as contained in this Deed including on account of defect in the title of the Vendors to the Project Land and / or claims from any authorities and / or third parties in respect of the Project Land. Provided that it is further agreed between the Parties that indemnity in relation to defect in title shall be in perpetuity and indemnity on account of any other claims from authorities and/or third parties shall be limited to any proceedings / claims for the period prior to Completion I;

10 QUIET, VACANT AND PEACEFUL POSSESSION

AND THAT the Vendors and BPTP confirm and record that on execution of these presents the Vendors have handed over to the Purchaser quiet, vacant and peaceful possession of the Project Land as the absolute owners thereof (subject to terms of this Deed) and such hand over of possession has been duly confirmed by BPTP and the Purchaser acknowledges the receipt of the possession to its complete satisfaction;

11 VENDOR / BPTP TO DO FURTHER ACTS, DEEDS, ETC

AND FURTHER THAT the Vendors and BPTP shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things, conveyances and assurances in law whatsoever which may be necessary or expedient for perfecting and assuring the title of the Purchaser over the Project Land and every part thereof.

12 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS AND BPTP:

The Vendors and BPTP hereby jointly represent, covenant and confirm as under:

- 12.1 This Deed constitutes a valid and binding agreement.
- 12.2 BPTP and the Vendors are duly incorporated and validly existing under the laws of India.
- 12.3 The Vendors and / or BPTP are not in receipt of any notice / intimation whereby, the Receiver has done any act, deed, thing by virtue of the authority granted to the Receiver under the Order, whereby any third party rights have

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been created in respect of the Project Land. The Vendors and BPTP have the legal right, power and authority to enter into, deliver and perform this Deed and any other documents executed by them pursuant to or in connection with the transaction contemplated in this Deed.

12.4 The execution, delivery and the performance, by Vendors and / or BPTP of its obligations in relation to the transactions contemplated herein will not:

12.4.1 breach or constitute a default under their articles of association and/ or the memorandum of association;

12.4.2 result in any conflict with or material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which Vendors and / or BPTP are a party or by which the Vendors and / or BPTP are bound; and

12.4.3 violate any order including any order passed by any judicial/ quasi-judicial authority, arbitral tribunal, against, or binding upon the Vendors and / or BPTP.

12.5 There are no other persons, entities who are entitled to the Project Land and no other person has any other right, title and interest in respect of the Project Land. The Vendors have clear and marketable title to the Project Land free from all doubts, encumbrances, third party rights, liens or charges whatsoever.

12.6 The Vendors have good right, full power and absolute authority to assign, sell, transfer and convey all their rights in respect of the Project Land without any hindrance/ obstruction of any nature whatsoever. Neither the Vendors, BPTP nor anyone on their behalf have entered into any agreement for sale or development or permitted any person to consume any development rights on or otherwise transferred the Project Land or any part thereof to any other person.

12.7 The Vendors are in quiet, vacant and peaceful possession of the Project Land.

12.8 The Vendors and BPTP hereby confirm, affirm and undertake that there exists no impediments of any nature whatsoever which may restrict the Purchaser from utilizing the Actual FAR by construction of building(s) on the Project Land in accordance with the relevant building and development control regulations.

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- 12.9 No Notice/s is/are received either from local authorities or from the government or otherwise for requisition and/or acquisition of the Project Land or any part thereof except for land falling in Survey Nos. 1 and 13 forming part of the Rectangle No. 55.
- 12.10 Neither the Vendors nor anyone on their behalf have otherwise created any adverse rights in respect of the Project Land or any part thereof.
- 12.11 There are no prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the Project Land or any part thereof.
- 12.12 They have the legal right, power and authority to execute and deliver, and have taken all appropriate corporate actions to exercise its rights and perform its obligations under this Deed.
- 12.13 The Vendors and BPTP have, *inter alia*, represented that (i) there are no legal impediments whereby the Vendors / BPTP can be prevented from entering into this Deed; (ii) there is no order of attachment by Income Tax Authorities and/or by any other authorities under the law for the time being in force; (iii) there is no litigation with respect to the Project Land which has any effect on the present Deed.
- 12.14 There are no income tax, wealth tax, sales tax, excise or other direct or indirect taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the Project Land or any part thereof is in any way affected and/or jeopardized.
- 12.15 The Vendors and BPTP hereby duly confirm, affirm, undertake that all outgoings including all municipal taxes, land revenue, water charges and/ or any other charge, payments of any nature whatsoever in relation to the Project Land have been duly paid by the Vendors to the relevant municipal authorities, state or central Government, and any other concerned authority in respect of the Project Land. It is further agreed to between the Parties hereto that the Vendors shall be liable to pay all the outgoings, taxes, charges of any nature whatsoever till Completion I as per the terms and conditions of this Deed. It is further clarified that any demand made by the competent authorities on account of any outgoings for the period upto the date of Completion I shall be duly paid by the Vendors without any demur, objection whatsoever.

- 12.16 All outgoings in respect of the Project Land have been duly paid.

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- 12.17 There are no easements created under any document or by any covenant or by prescription in respect of and/or upon the Project Land or any part thereof.
- 12.18 There are no pending disputes or other proceedings whether for recovery or otherwise initiated by any statutory authorities or local authorities pending whereby the Project Land are in any way affected and/or jeopardized.
- 12.19 Except as disclosed above, the Project Land is not subject matter of any pending suit or litigation or attachment before or after judgment.
- 12.20 All compliances in relation to the Project Land have been complied with under applicable laws and regulations and there is no outstanding claim or liability that may affect the Project Land in terms of its further usage in any manner whatsoever.
- 12.21 No third party consent or no objection is required to be obtained for the purpose of the effective completion of the sale, transfer and conveyance of the Project Land by the Vendors in favour of the Purchaser.
- 12.22 There is no mortgage or charge on the Project Land and the Vendors and BPTP agree and undertake not to create any mortgage, charge or other encumbrance on the Project Land pending the completion of the transfer, assignment and sale of the Vendors rights in respect of the Project Land to and in favour of the Purchasers.
- 12.23 The Project Land falls on 60 (sixty) meter existing road (towards North of the Project Land) and the Vendors and BPTP have represented that the Project Land has un-obstructed access from the 60 (sixty) meter wide main sector road through 12 (twelve) meter wide service road and no third party rights exist on any portion of the Project Land abutting the sector road. The overall frontage that the Purchaser is entitled to is 834.44 feet (257.07 mtrs) spread over Rectangle No. 54 Killa No. 5 and Rectangle No. 55 Killa No. 1/1, 10, 9/2, 12 and 13/1.
- 12.24 The Project Land is abutted with 24 (twenty four) meter proposed internal circulation road (towards South of the Project Land) and the Vendors and BPTP have represented that the Project Land has un-obstructed access from the 24 (twenty four) meter proposed internal circulation road and no third party rights exist on any portion of the Project Land abutting the service road. The overall frontage that the Purchaser is entitled to is 534.30 feet (162.86 mtrs) spread over

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Rectangle No. 54 Killa No. 12, 19 and 18.

- 12.25 There exists no development agreement or any other agreement(s) which creates any third party rights in relation to the Project Land.
- 12.26 The Vendors and BPTP hereby represent and warrant that no part of the Project Land is subject of any official complaint or notice of violation of any applicable zoning or building laws and no such violation is known to exist. There is no zoning, building or any other restrictions of whatever nature in regard to the use or occupancy of the Project Land which is likely to preclude or impair the use and occupancy of the Project Land in the manner contemplated under this Deed in accordance with the applicable law.
- 12.27 The Vendors and BPTP hereby represent and warrant that no circumstance exists, which may impede or limit the ability of the Vendors to obtain all the relevant approvals including without limitation the Final Approval and / or the Building Plan Approvals as mentioned in this Deed.
- 12.28 All documents and information provided during the course of the due diligence are true and accurate and are not misleading because of any omission and every document is a true and complete copy of the original and all information contained in each such document is true and is not misleading because of any omission.
- 12.29 The Project Land nor any part thereof is under any protected status/restricted and/or regulated zone of Archaeological Survey of India.
- 12.30 The Vendors and BPTP hereby represent and warrant that the provisions of land ceiling legislations are not applicable to the Project Land or any part of it as the holding does not exceed the ceiling limit as applicable in the State of Haryana to urban and agricultural land.
- 12.31 The Vendors and BPTP hereby represents, warrants, and covenants that they have, and each of their respective officers, directors, employees and agents have and will comply with all applicable law, including the Prevention of Corruption Act 1988, in connection with the Vendors' ownership of the Project Land, obtaining the Development License and securing Building Plan Approvals.
- 12.32 The Vendors / BPTP have cleared all the water accumulated and surrounding the Project Land. The Vendors have represented that the Project Land has un-

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obstructed access from the 60 (sixty) meter wide main sector road.

- 12.33 The Vendors have fenced the Project Land and have marked the boundaries as confirmed by the relevant local revenue authority.

13 CONSEQUENCES FOR FAILURE TO OBTAIN FINAL APPROVAL:

- 13.1 The Vendors shall and BPTP shall ensure and cause the Vendors to, within 10 (ten) calendar days from the execution and registration of this Deed and subject to receipt of documents / information from the Purchaser as listed in Annexure "H" to this Deed, apply for obtaining approval from DTCP, Haryana to recognize the Purchaser as the license holder for undertaking the Project on the Project Land (hereinafter referred to as "Final Approval"). The Purchaser shall provide all documents as listed in Annexure "H" to this Deed and extend all necessary co-operation to the Vendors for procuring the Final Approval. The Parties agree that they shall comply with their respective compliances / terms stipulated under the In-Principal Approval within a period of 50 (fifty) calendar days from the date of receipt of the In-Principle Approval from DTCP. In compliance with one of the conditions of the In-Principle Approval, the Vendors have published a public notice, with a 30 (thirty) calendar days notice period, for inviting claims and objection in relation to the Project Land and transfer of the Project Land along with Development License in favour of the Purchaser ("Public Notice"). Upon expiry of the said 30 (thirty) calendar days notice period, The Vendors and BPTP shall provide to the Purchaser a letter confirming (a) that no claims have been received pursuant to the Public Notice, or (B) if any claims have been received from any third party pursuant to the publishing of the Public Notice, then the letter specifying the claims along with supporting documents received if any. Such letter shall be issued by the Vendors and BPTP to the Purchaser within a period of 3 (three) Business Days from the date of expiry of the 30 (thirty) calendar days period from the date of the Public Notice. The Purchaser shall also be entitled to independently verify, that no claims have been received pursuant to the Public Notice and if the Purchaser opts to do so, then such such verification shall be completed by the Purchaser within a period of 3 (three) Business Days from the date of expiry of the 30 (thirty) calendar days period from the date of the Public Notice. In case of any claims received, the Vendors and BPTP shall at their own costs and within a period of 15 (fifteen) calendar days from the date of receipt of such claim(s) clear and satisfy such claims, settle the dispute or remove the defects,

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as the case may be, to the satisfaction of the Purchaser.

- 13.2 The Vendors and BPTP shall obtain the Final Approval within a period of 105 (one hundred and five) calendar days, from the date of receipt of the In-Principle Approval from DTCP ("Long Stop Date"). Thereafter, the Purchaser at its option and sole discretion may extend the period for a further period of 30 (thirty) calendar days.
- 13.3 In the event the Vendors and BPTP are unable to obtain the Final Approval on or before the expiry of Long Stop Date or extended period, if any as set out under Clause 13.2 above, the Purchaser shall be entitled, at its sole discretion, to either (i) obtain specific performance of this Deed, or in the alternative (ii) cancel this Deed, which election by the Purchaser shall be notified in writing to the Vendors within a period of 30 (thirty) calendar days of expiry of the Long Stop Date or extended period, if any as set out under Clause 13.2 above. In the event the Purchaser fails to provide such notification to the Vendors within the aforesaid period of 30 (thirty) calendar days, then it shall be deemed that the Purchaser has foregone the option of seeking specific performance and has exercised the option to cancel this Deed. Thereafter either Party may inform the Escrow Agent in writing of such cancellation of this Deed with respect to the Project Land (**Cancellation Notice**) with a copy of such Cancellation Notice duly delivered to the other Party in the manner provided under Clause 6.3 of the Escrow Agreement. The Escrow Agent shall, accordingly upon receipt of the Cancellation Notice in the manner provided under Clause 6.3 of the Escrow Agreement, release / refund the Tranche 1A Consideration amount deposited by the Purchaser under Clause 1.1(a)(i) above alongwith the interest accrued thereon and return the Security Documents (defined under Clause 19.1), to the Purchaser upon execution of deed of cancellation as mentioned herein below. Within 3 (three) Business Days from the date of receipt of the Cancellation Notice, the Parties shall approach DTCP to obtain an approval for cancellation of application for the Final Approval / transfer of Development License and transfer of the Project Land in favour of the Purchaser ("**DTCP Cancellation Approval**"). Within 7 (seven) Business Days from the date of receipt of DTCP Cancellation Approval or at the lapse of 60 (sixty) calendar days from the date the Parties approach DTCP to obtain an approval for cancellation of application for the Final Approval / transfer of Development License, whichever is earlier, the Parties shall undertake the following:

13.3.1 (i) execution and registration of the deed of cancellation; (ii) upon the

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execution and registration of the deed of cancellation, the following shall be done: (a) the Escrow Agent shall hand over all the title documents of the Project Land and the originals of this Deed and other related transfer documents to the Receiver, (b) the Tranche 1A Consideration along with interest lying to the credit of the Escrow Account shall be refunded and transferred by the Escrow Agent to the Purchaser, (c) the Tranche 1B Consideration & the EDC Payments (as defined in clause 15.2 below) which were paid directly by the Purchaser to the authority as provided under Clauses 1.2(b) & Clause 15.2 alongwith interest at the rate of 12% (twelve percent) per annum to the Purchaser shall be refunded and transferred by the Vendors to the Purchaser, (d) the Purchaser shall hand back possession of the Project Land to the Vendors and (e) the Escrow Agent shall hand over and release the Security Documents (defined under Clause 19.1 below) for the Tranche 2 Consideration and Tranche 3 Consideration to the Purchaser and the same shall be recorded by the Parties accordingly under the deed of cancellation. The Parties shall do all acts, deeds, things as are required and necessary to give effect to the cancellation of the Sale Deed.

13.3.2 The Purchaser shall provide all assistance and co-operation including but not limited to execution of necessary documents, ensuring the presence of its authorised representative before DTCP and to undertake all such actions as may be required to be undertaken by the Purchaser in its capacity as the proposed transferee of such In-Principal Approval to seek cancellation of the In-Principal Approval from DTCP and transfer of Development License along with Project Land in favour of the Vendors at the costs of the Vendors and BPTP. It is further agreed between the Parties that on the request of the Vendors and BPTP, the Purchaser shall add adequate provisions under the deed of cancellation as is required to confirm the valid, legal title of the Vendors to the Project Land as being absolute under such deed of cancellation including changing the nomenclature of such deed of cancellation to effect the above.

13.3.3 Only in the event of the Final Approval not being obtained for reasons solely attributable to the non-compliance of the Purchaser with the terms and conditions of the In-Principle Approval, within the specified

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timelines as prescribed therein or due to any inaction on the part of Purchaser in that regard, the Purchaser shall bear the costs and expenses in relation to the deed of cancellation of this Deed and cancellation of the In-Principal Approval and transfer of Development License along with Project Land in favour of the Vendors. The said costs and expenses to be borne by the Purchaser shall mean the stamp duty, registration charges and all non-refundable statutory fees/ Administrative Charges borne and paid by the Vendors and BPTP to the DTCP for obtaining the Final Approval that may be applicable for reinstating the Project Land back to the Vendors and the Vendors and BPTP shall not be liable and/ or responsible for the same. It has been clarified that in the event the Final Approval not being obtained for reasons captured under this Clause, then the Vendors and/ or BPTP shall not be liable to reimburse the Reimbursement Amount (*as defined herein below*), as provided under Clause 13.3.4.

13.3.4 Further, if the Final Approval is not obtained within the prescribed timeline for any reason/s not attributable to the Purchaser, the Vendors and BPTP shall be responsible and liable to bear all costs and expenses as stated herein above and additionally shall also reimburse to the Purchaser an aggregate of:

- (a) the stamp duty amount incurred by the Purchaser for registration of this Deed;
- (b) actual costs and expenses, subject to a maximum of INR 2,00,00,000/- (Indian Rupees Two Crores only), incurred by the Purchaser towards architect fees, structural engineer fees, MEP consultant and other such consultant's fees;
- (c) the Tranche 1B Consideration, if already paid by the Purchaser to the authority in terms of Clause 1.1(b) above;
- (d) the EDC Payments (as defined in Clause 15.2) incurred by the Purchaser, as set out in Clause 15.2 below; and
- (e) interest at the rate of 12% (twelve percent) per annum payable on the Tranche 1B Consideration and the EDC Payments to the Purchaser (all amounts referred to above collectively referred to



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as "Reimbursement Amount").

13.3.5 Subject to Clause 13.3.3, the Vendors and/or BPTP shall reimburse the Reimbursement Amount within 30 (thirty) calendar days of execution of the deed of cancellation. As security, BPTP shall issue a post-dated cheque/s for the Reimbursement Amount dated 30th (thirtieth) day from the date of execution of the deed of cancellation. In the event the Vendors and BPTP fail to pay the Reimbursement Amount within the aforesaid 30 (thirty) calendar days period then the Purchaser shall be entitled to encash the cheque/s.

14 BUILDING PLANS:

14.1 (A) The Purchaser shall appoint architects and such other consultants for planning and designing the Project and shall submit the Building Plans to the Vendors for obtaining approval within a period of 2 (two) months from the date of receipt of the Final Approval but in no event later than 4 (four) months from the date of receipt of the Final Approval. The Purchaser shall provide the Vendors with building plans prepared for the Project in terms of the Development License, the approved zoning plan and Haryana Building Code, 2017 (hereinafter referred to as "Building Plans") and all related information, material and documents (as stated in Annexure "I") required by the Vendors to apply for the sanction of the Building Plans. Thereafter the Vendors and BPTP shall obtain the (i) sanction of Building Plans and (ii) other allied NOCs (as stated in Annexure "J") that are required to obtain the sanction of Building Plans in the favour of the Purchaser (nos. (i) and (ii) hereinafter collectively referred to as "Building Plan Approvals"). The Purchaser shall vide its letter addressed to the Vendors (with a copy marked to the Escrow Agent) submit the Building Plans and shall also specifically intimate to the Vendors in such letter such date of submission of the said Building Plans i.e. within 4 (four) months or beyond 4 (four) months from the date of the Final Approval.

(B) Upon receipt of the Building Plans within the aforesaid period of 4 (four) months along with applicable statutory fees (as stated in "Annexure K") for the sanctions (and other required information/documents as stated in Annexure "I") by the Vendors from the Purchaser, the Vendors shall

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and BPTP shall ensure and cause the Vendors to forthwith apply for such Building Plans Approvals.

- (C) The Vendors and BPTP shall procure and obtain Building Plan Approvals within a period of 3 (three) months from the receipt of Building Plans from the Purchaser, failing which, the Parties have agreed that for every month of delay by the Vendors and BPTP to obtain the Building Plan Approvals from the expiry of the aforesaid 3 (three) month period, there shall be a reduction in the Agreed Rate by INR 6/- (Indian Rupees Six only) till such time that the Building Plan Approvals are obtained and the Tranche 3 Consideration shall stand reduced accordingly. It is further agreed between the Parties that in such a scenario, the Purchaser shall also be entitled to take over the process of obtaining the Building Plan Approvals and thereupon, in addition to the reduction in the Agreed Rate in the manner provided above, a fixed amount of INR 50,00,000/- (Indian Rupees Fifty Lakhs only), will be deducted from the Tranche 3 Consideration. In such an event, the Purchaser shall vide a letter addressed to the Escrow Agent and with a copy marked to the Vendors inform the Escrow Agent that the Purchaser has taken over the process of obtaining the Building Plan Approvals. It is further clarified and agreed between the Parties that in the event, the Vendors and BPTP obtain the Building Plan Approvals within a period of 3 (three) months from the date the Purchaser submits the Building Plans to the Vendors and BPTP, there shall be a one time increase in the Agreed Rate by INR 6/- (Indian Rupees Six only) and the Tranche 3 Consideration shall stand increased accordingly. It being clarified that in such case, the reference to Tranche 3 Consideration under this Deed shall be deemed to mean such amounts as maybe revised in terms of this Clause. It is clarified that all the statutory fees and charges (as detailed under Annexure "K" attached hereto) for obtaining the Building Plan Approvals shall be borne solely by the Purchaser. It is also clarified that the Tranche 3 Consideration shall be paid by the Purchaser only upon the Building Plan Approvals being obtained irrespective of the Party obtaining it or the time when it is obtained. It is clarified that for the purpose of this clause, a "month" shall mean a period of 30 days.

- (D) If the Building Plans are submitted by the Purchaser beyond the aforesaid 4 (four) months period but not later than 5 (five) months

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period from the date of receipt of the Final Approval, the Vendors and/or BPTP shall endeavor to obtain the Building Plan Approval within the next 3 (three) months. Provided however in such a scenario, the Tranche 3 Consideration shall be deposited in the Escrow Account and the same will be released in terms of Clause 21.2.3 hereto (i) on the expiry of a period of 8 (eight) months from the date of the Final Approval (irrespective of whether the Building Plan Approvals have been obtained or not) or (ii) on the date the Vendors obtaining the Building Plan Approvals in favour of the Purchaser, whichever is earlier.

- (E) If the Building Plans are submitted by the Purchaser beyond the aforesaid 5 months period from the date of receipt of the Final Approval, then the Vendors and BPTP shall be absolved of their responsibility of getting the Building Plan Approvals and the Tranche 3 Consideration shall be made on the expiry of the aforesaid 8 (eight) months period from the date of the Final Approval (irrespective of whether the Building Plan Approvals have been obtained or not). Upon the expiry of the 8 (eight) months period (mentioned in Clause 14.1. (D) above) from the date of the Final Approval, the obligation of the Vendors and BPTP to procure the Building Plan Approvals shall cease to have any effect and the Purchaser shall take over the process of obtaining the Building Plan Approvals. It being clarified that upon Purchaser taking over the process of obtaining Building Plan Approvals post the expiry of the aforesaid period of 8 (eight) months from the date of the Final Approval (as stated in this Clause or Clause 14.1(D) above), the Purchaser shall not be liable to deduct the sum of INR 50,00,000/- (Indian Rupees Fifty Lakh only) from the Tranche 3 Consideration as set out under Clause 14.1(C) above.
- (F) The Purchaser shall, in a timely manner, give the Vendors and/or BPTP suitable authorization in the form of board resolution or otherwise, as may be required, to represent the Purchaser before the authorities to obtain the Building Plan Approvals.
- (G) The Purchaser shall respond to all the queries raised by the Government Authorities and/or carry out rectification as may be required by the Government Authorities on the Building Plans within a reasonable time period on receipt of such query / rectification from the Vendors and/or

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15 COSTS AND EXPENSES

15.1 It is hereby agreed between the Parties that, only the IDC, Bank Guarantee for Internal Development Works ("IDW") and EDC (including costs of procuring such bank guarantee(s), charges for obtaining Building Plan Approval (including Labour Cess for Building Plan Approval) as mentioned in Clause 14.1 above, and Purchaser's share of Administrative Charges, as agreed in this Deed for transferring the Development License in the name of the Purchaser as mentioned above that are applicable for obtaining the Final Approval in favour of the Purchaser (except stamp duty costs in respect of the Sale Deed as mentioned under Clause 25.1 below), shall be partly borne by the Vendors and BPTP and partly by the Purchaser in accordance with Clause 15.2 and costs and expenses borne by the Vendors and BPTP shall be reimbursed by the Purchaser in accordance with Clause 15.3. All the remaining costs and expenses in respect of the Final Approval, including costs towards procuring the Actual FAR upto the procurement of the Development License, including the TOD charges/Infrastructure augmentation charges, etc. as may be applicable till the date of receipt of the Final Approval, shall be borne by the Vendors. Post receipt of the Final Approval, the Purchaser shall be solely liable to bear all cost, expenses and charges including but not limited to EDC and IDC charges with respect to the Project Land / Development License and the same shall be paid directly to DTCP. The list of cost and expenses to be shared between the parties are listed in Annexure "L".

15.2 The Vendors and BPTP irrevocably and unconditionally agree and undertake that any payments, including the bank guarantees, towards EDC \ IDC \ IDW including interest amounts, if any, that become payable to the relevant authority and Administrative Charges as mentioned herein above (except stamp duty costs in respect of this Deed as mentioned under Clause 25.1 below) in the interim period till the Vendors obtaining the Final Approval in favour of the Purchaser, shall be borne and paid by the Vendors. However, as an exception, the payment towards the first installment of EDC amounting to INR 8,09,58,320/- (Indian Rupees Eight Crore Nine Lakh Fifty Eight Thousand Three Hundred Twenty only) and IDC amounting to INR 5,73,85,849/- (Indian Rupees Five Crore Seventy Three Lakh Eighty Five Thousand Eight Hundred Forty Nine only) (collectively referred to as "EDC Payments") which becomes payable on March 8, 2018 and April 7, 2018 respectively as per the terms of the

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Development License shall be made by the Purchaser directly to the relevant authority. The EDC Payment shall be made by the Purchaser upon (a) receipt of confirmation letter from Vendors that no claims have been received pursuant to Public Notice; or (b) on the resolution of claims pursuant to the Public Notice by the Vendors and BPTP to the satisfaction of the Purchaser within a period of 15 (fifteen) calendar days from the date of receipt of claims, if any, whichever is later. Provided however that the the Purchaser shall be entitled to conduct independent verification, that no claims have been received pursuant to the Public Notice and in case the Purchaser opts for such verification, then the same shall be completed by the Purchaser within a period of 3 (three) Business Days from the expiry of the said 30 (thirty) calendar days period from the date of the Public Notice and the EDC Payments shall be paid by the Purchaser on completion of such verification, if Purchaser opts to do so within the timeline stipulated herein, confirming that there are no claims. It is agreed amongst the Parties that any late payment fees/ charges and/ or any penalty that may be levied by the relevant authority on the EDC Payments (to be made by the Purchaser as stated above) shall be borne and paid by the Vendors directly to the relevant authority simultaneously upon the Purchasers making the EDC Payments to the relevant authority.

- 15.3 After receipt of the Final Approval, the Purchaser shall reimburse to the Vendors, (a) all such interim payments made by the Vendors/BPTP as mentioned under Clause 15.1 and 15.2 (except EDC Payments paid by the Purchaser in terms of Clause 15.2 above and any late payment fees/ charges and/ or any penalty made by the Vendors to the relevant authority as mentioned in Clause 15.2 above) and (b) Administrative Charges in terms of Clause 1.3 above. The above mentioned payments shall be paid by the Purchaser to the Vendors on or before 15 (fifteen) Business Days from the date of satisfaction of the receipt of the Final Approval. The Purchaser shall have an additional grace period of 5 (five) more Business Days from the expiry of the 15 (fifteen) Business Days beyond which an interest at the rate 18% (eighteen percent) per annum shall be applicable for the period commencing from the 16th (sixteenth) Business Day till the payment has been made. Upon receipt of the In-Principle Approval, the Purchaser has replaced the bank guarantee(s) furnished by the Vendors during the interim period between the Vendors obtaining the Development License and In-Principal Approval. All statutory cost pertaining to obtaining Building Plans and Building Plan Approvals, i.e. scrutiny fees, labour cess, etc. shall be borne by the Purchaser.



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16 ACTUAL AREA RATIO:

16.1 The Parties agree that the Actual FAR is based on the prevailing Transit Oriented Development Policy ("TOD Policy") as is notified and other applicable laws and policies. As per the In-Principle Approval, the Actual FAR sanctioned for the Project is 19,54,047 square feet. In the event that there is a variation in the Actual FAR at the time of receipt of Final Approval, then the Parties agree as under:

- (i) The Total Consideration shall stand modified (increase or decrease) pro-rata at the Agreed Rate (defined in Clause 1.1 above), based on the actual FAR sanctioned under the Final Approval; and
- (ii) In the event the Actual FAR under the Final Approval increases beyond 6% (six percent) of the the Actual FAR sanctioned under the current Development License, then the Purchaser shall have an option to utilize such increased FAR as it deems fit. If the Purchaser opts to utilize such increased FAR (over and above 6% of the Actual FAR), the Total Consideration shall be revised pro-rata at the Agreed Rate (defined in Clause 1.1 above) for the additional FAR opted to be utilized by the Purchaser.

17 CONDITIONS PRECEDENT:

17.1 Conditions Precedent I

On or before the expiry of the Long Stop Date or extended period, if any as set out under Clause 13.2 above, the Vendors shall and BPTP shall ensure and cause the Vendors to at their own costs, charges and expenses (other than those specifically agreed herein) obtain the Final Approval as provided under Clause 13 above ("Condition Precedent I").

17.2 Conditions Precedent II

(i) Obtaining the Building Plan Approvals in respect of the Project in the manner contemplated under Clause 14.1 (A) and if Clause 14.1 (C) applies, then within a period of 3 (three) months from the receipt of Building Plans from the Purchaser or such period within which the Building Plan Approvals are issued should the Purchaser take over the process of obtaining the Building Plan Approvals (as the case maybe) or (ii) achievement of conditions in terms of

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Clause 14.1 (D) or Clause 14.1 (E) of this Deed ("**Condition Precedent II**").

For the sake of brevity, the Conditions Precedent I and the Conditions Precedent II are hereinafter collectively referred to as "**Conditions Precedent**".

- 17.3 It is agreed between the Parties that the Vendors and BPTP shall promptly upon completion of each of the above Conditions Precedents above shall address a completion letter to the Purchaser with a copy to the Escrow Agent confirming completion of the relevant Condition Precedent together with copies of supporting documents evidencing satisfaction of the corresponding Conditions Precedent to the Purchaser ("**CP Completion Letter**"). Upon receipt of the CP Completion Letter, the Purchaser/its advocate once satisfied shall confirm the completion of respective Conditions Precedent, within a period of 7 (seven) Business Days of (i) notification from the Vendors and BPTP that the Conditions Precedent have been completed and (ii) the receipt of all supporting documents (as required under the relevant Condition Precedent) from the Vendors and BPTP, whichever is later. The Vendors and BPTP shall notify the Purchaser in writing any event which will or would reasonably be expected to prevent any of the Conditions Precedents from being satisfied, and in such an event, cancellation shall be effected by the Purchaser in the manner provided under this Deed and the consequences of cancellation as set out under Clause 22 below shall be applicable and shall follow.
- 17.4 It has been further agreed between the Parties that upon receipt of the CP Completion Letter, the Purchaser/its advocate shall, confirm the completion of respective Conditions Precedent in the manner provided under Clause 17.3 above by issuance of a letter addressed to the Vendors (with a copy to the Escrow Agent) duly confirming the fulfillment of the relevant Condition Precedent to the Purchaser's satisfaction and enclosing copies of the relevant approval obtained in this regard ("**CP Satisfaction Letter**"), within a period of 7 (seven) Business Days of (i) receipt of the CP Completion Letter from the Vendors and/or BPTP that the Conditions Precedent have been completed and (ii) the receipt of all supporting documents (as required under the relevant Condition Precedent) from the Vendors and/or BPTP, whichever is later. It is agreed between the Parties that in the event the Purchaser fails to revert with the CP Satisfaction Letter as mentioned above inspite of receipt of the CP Completion Letter, then the Purchaser shall be deemed to have been satisfied with the completion of the relevant Condition Precedent. The Parties further agree that all tranches of the Total Consideration as mentioned above shall be



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paid by the Purchaser to the Vendors on or before 15 (fifteen) Business Days from the date of satisfaction of the respective Conditions Precedent as certified by the Purchaser's Advocates to the Vendors or in the manner mentioned above. The Purchaser shall have an additional grace period of 5 (five) more Business Days from the expiry of the 15 (fifteen) Business Days ("Purchaser Due Date") beyond which an interest at the rate 18% (eighteen percent) per annum shall be applicable for the period lapsed from the end of the 15th (fifteenth) Business Day till the payment has been made. Notwithstanding anything contained under this Clause, the Purchaser shall pay the Tranche 3 Consideration due and payable in terms of Clause 14.1(D) or Clause 14.1(E) of this Deed within a period of 7 (seven) Business Days from the expiry of the period of 8 (eight) months from the date of the Final Approval and in such case the expiry of such 7 (seven) Business Days period shall mean the Purchaser Due Date.

18 FAILURE OF PURCHASER TO PAY THE TRANCHE 2 CONSIDERATION AND / OR TRANCHE 3 CONSIDERATION

- 18.1 In the event, the Tranche 2 Consideration and / or Tranche 3 Consideration or any part thereof, remains unpaid beyond the Purchaser Due Date inspite of the corresponding Conditions Precedent having been completed in terms of this Deed, the Vendors shall be entitled to (a) encash the relevant Security Document equivalent to the value of the Tranche 2 Consideration and/or Tranche 3 Consideration (as the case maybe) and to claim the interest thereon payable from the Purchaser Due Date upto receipt of payment by the Vendors (b) only on dishonour of the Security Document, obtain specific performance of this Deed or (c) in the alternative the Vendors shall have an option to cancel this Deed by giving 30 (thirty) calendar days notice, in a form mutually acceptable to the Vendors and the Purchaser, whereupon, the Vendors shall inform the Escrow Agent in writing ("Vendors Cancellation Notice") of such cancellation with a copy of such Vendors Cancellation Notice duly delivered to the Purchaser. Upon the execution and registration of the deed of cancellation in favour of the Vendors as mentioned below, the Vendors shall refund the Tranche 1 Consideration and the Tranche 2 Consideration alongwith the interest accrued thereon (if already paid by the Purchaser) to the Purchaser. Within 3 (three) Business Days from the date of receipt of Vendors Cancellation Notice, the Parties shall approach DTCP and obtain approval for cancellation of Final Approval / transfer of Development License and Project Land in favour of the Vendors. Within 7 (seven) Business Days from the date of receipt of the above



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approval for cancellation of the Final Approval / transfer of Development License, the Parties shall undertake the following:

18.1.1 Upon the execution and registration of the deed of cancellation, (i) the Vendors shall pay to the Purchaser the Tranche 1 Consideration and\ or Tranche 2 Consideration (if already released from Escrow Account to the Vendors), (ii) the Escrow Agent shall upon receipt of the Vendors Cancellation Notice alongwith copy of the executed and registered Deed of Cancellation in the manner provided under Clause 6.4 of the Escrow Agreement, release and handover to the Purchaser undated cheques deposited by the Purchaser with the Escrow Agent in terms of Clause 19.1 below corresponding to and equivalent to the value of the Tranche 2 Consideration and Tranche 3 Consideration, (iii) the Purchaser shall hand back possession of the Project Land to the Vendors and (iv) the Escrow Agent and/or the Purchaser as the case may be, shall hand over all the title documents of the Project Land to the Receiver and the same shall be recorded by the Parties accordingly under the deed of cancellation; and (v) the Parties shall do all acts, deeds, things as are required and necessary to give effect to the cancellation of this Deed; and

18.1.2 The Purchaser shall provide all assistance and co-operation including but not limited to execution of necessary documents, ensuring the presence of its authorised representative before DTCP and to undertake all such actions as may be required to be undertaken by the Purchaser in its capacity as the proposed transferee of the In-Principal Approval to seek revocation of the Final Approval from DTCP and transfer of Development License along with Project Land in favour of the Vendors.

All costs, expenses and charges to be incurred for unwinding the transaction, i.e. cancellation of the In-Principal Approval, Final Approval and transfer of Development License along with Project Land in favour of the Vendors and costs and expenses in relation to the deed of cancellation or re-conveyance deed shall be borne and paid by the Purchaser only and the Vendors or BPTP shall not be liable and/ or responsible for the same.

Subject to Clause 19.3, the Purchaser agrees and undertakes that until the payment of Tranche 3 Consideration or from the date of the Vendors

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Cancellation Notice, the Purchaser shall not create any third party rights, transfer, charge or otherwise encumber, whether directly or indirectly, the Project Land or any part thereof and will indemnify the Vendors in case of breach of such representation.

19 SECURITY DOCUMENTS IN LIEU OF THE TRANCHES OF THE TOTAL CONSIDERATION

19.1 The Purchaser has simultaneously to the execution and registration of this Deed deposited with the Escrow Agent undated cheques equivalent to Tranche 2 Consideration and Tranche 3 Consideration towards the payment of Tranche 2 Consideration and Tranche 3 Consideration ("**Security Documents**"). Such Security Documents shall be released by the Escrow Agent to the Purchaser at the time of Completion I and/or Completion II of the transaction as provided under Clause 19.2 below.

19.2 In the event the Purchaser fails to make Tranche 2 Consideration and/or Tranche 3 Consideration in the manner agreed as per Clause 17.4 above, the Vendors shall be entitled to issue a written instruction to the Escrow Agent (with a copy to the Purchaser) in the manner provided under Clause 6.5 of the Escrow Agreement along with:

- a. the copy of the CP Satisfaction Letter issued by the Purchaser to the Vendors confirming fulfillment of obtaining the Final Approval alongwith copy of the Final Approval in favour of the Purchaser and confirming the expiry of a period of 20 (twenty) Business Days from the date of the issuance of the CP Satisfaction Letter or **in the alternative** copy of the CP Completion Letter issued by the Vendors confirming the completion of the Condition Precedent alongwith proof of dispatch of the CP Completion Letter and expiry of a period of 27 (twenty-seven) Business Days from the date of dispatch of the CP Completion Letter addressed to the Purchaser or
- b. the copy of the CP Satisfaction Letter issued by the Purchaser to the Vendors confirming fulfillment of obtaining the Building Plan Approvals alongwith copy of the Building Plan Approvals and confirming the expiry of a period of 20 (twenty) Business Days from the date of the issuance of the CP Satisfaction Letter or **in the alternative** copy of the CP Completion Letter issued by the Vendors confirming the

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completion of the Condition Precedent alongwith proof of dispatch of the CP Completion Letter and expiry of a period of 27 (twenty-seven) Business Days from the date of dispatch issuance of the CP Completion Letter addressed to the Purchaser or

- c. recording the expiry of a period of 7 (seven) Business Days from the expiry of the period of 8 (eight) months from the date of the Final Approval (as the case maybe) in terms of Clause 14.1(D) or Clause 14.1 (E) of this Deed and enclosing copy of letter issued by the Purchaser in terms of Clause 14.1(A) of this Deed recording the date of submission of the Building Plans alongwith copy of the Final Approval;

the Escrow Agent shall release the relevant Security Document(s) to the Vendors. Thereafter, the Vendors shall be entitled to encash the relevant Security Document(s).

- 19.3 The Purchaser has by an undertaking of even date executed in favour of the Vendors confirmed that it shall not create any third party rights, transfer, charge or otherwise encumber the Project Land or any part thereof until such time the Purchaser makes payment of the Tranche 3 Consideration. It is however clarified and agreed between the Parties that the Purchaser is permitted to avail loans, raise debt by creating a mortgage / charge over the Project Land for the purposes of making payment of the Tranche 2 Consideration (if not already paid) and Tranche 3 Consideration to the Vendors, provided that the Purchaser make payment of the complete Tranche 2 Consideration (if not already paid) and Tranche 3 Consideration simultaneous with the drawdown of such loan / debt.

20 COMPLETION DATE:

The Parties have agreed to complete the transaction of conveyance, sale and transfer of the Project Land in favour of the Purchaser as contemplated hereunder in two phases i.e. (i) Completion I shall take place in the manner set out in Clause 21.1 below upon fulfillment of the Condition Precedent I ("Completion Date I"); and (ii) Completion II shall take place in the manner set out in Clause 21.2 upon fulfillment of the Condition Precedent II, however no later than the Purchaser Due Date ("Completion Date II"). It is clarified that in the event of any of the Completion events do not take place in terms of Clause 21 below on or before their respective corresponding Completion Dates and / or

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the Conditions Precedent are not satisfied by the Vendors / BPTP by the corresponding Long Stop Date (except as provided under Clauses 14.1 and 18.1 above), then this Deed may be cancelled by the Purchaser in the manner provided under this Deed and Clause 22 below and the Escrow Agent / Vendors and BPTP (as the case maybe) shall refund / make payment to the Purchaser, in terms of this Deed, all the amounts deposited with the Escrow Agent along with the interest accrued thereon / Tranche 1A Consideration and / or Tranche 2 Consideration already released to the Vendors as provided under Clauses 1.1 (a) and (c) above, respective Security Documents and on receipt of all amounts by the Purchaser, this transaction shall come to an end and neither Party shall have any right or claim against the other and the Purchaser shall have no rights and / or claim in respect of the Project Land or part thereof.

21 COMPLETION OF THE TRANSACTION

The completion of transaction shall take place in the manner provided below:

21.1 Completion I

The following actions / transaction in respect of the Project Land shall be completed on the Completion Date I upon fulfillment of the Condition Precedent I pertaining to obtaining of the Final Approval) ("Completion I"):

21.1.1 The Purchaser shall deposit the Tranche 2 Consideration into the Escrow Account towards part sale consideration payable by the Purchaser to the Vendors in lieu of the Vendor conveying, transferring and selling the Project Land to and in favour of the Purchaser. Upon receipt of the Tranche 2 Consideration from the Purchaser by the Escrow Agent, the Escrow Agent send a written confirmation to the Parties confirming receipt of such Tranche 2 Consideration;

21.1.2 Upon written confirmation provided to the Parties by the Escrow Agent confirming the receipt of Tranche 2 Consideration amounts into the Escrow Account, the Escrow Agent shall forthwith release and handover to the Purchaser (a) all title documents of the Project Land deposited with the Escrow Agent in terms of Recital T above, (b) the originals of the executed and registered Sale Deed and other related transfer documents and (c) undated cheques deposited by the Purchaser with the Escrow Agent in terms of Clause 19.1 above corresponding to and equivalent to the value of the Tranche 2 Consideration; and

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/Authorised Signatory

Director/Authorised Signatory



21.1.3 The Escrow Agent shall forthwith transfer the Tranche 1A Consideration and Tranche 2 Consideration alongwith the interest accrued thereon to the Vendors in the manner provided under Clause 6.1 of the Escrow Agreement into the following bank accounts of the Vendors, which shall be the designated and approved bank accounts under the Revised Consent Order:

S. No.	Name of the Party	Bank Account Number	Amount net of TDS (in INR)	Bank Name
1	Vendor No. 1	09871131002000	152,39,81,613/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
2	Vendor No. 2	09871131001843	13,55,93,801/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
		TOTAL	165,95,75,414/-	

21.2 Completion II

The following actions / transaction in respect of the Project Land shall be completed on the Completion Date II upon fulfillment of the Condition Precedent II (pertaining to obtaining the Building Plans Approvals) ("Completion II"):

21.2.1 The Purchaser shall deposit the Tranche 3 Consideration in the Escrow Account towards part sale consideration payable by the Purchaser to the Vendors in lieu of the Vendors conveying, transferring and selling the Project Land to and in favour of the Purchaser. Upon receipt of the Tranche 3 Consideration from the Purchaser by the Escrow Agent, the Escrow Agent shall send a written confirmation to the Parties confirming receipt of such Tranche 3 Consideration. Upon written confirmation provided by the Escrow Agent to the Parties confirming deposit of the Tranche 3 Consideration by the Purchaser into the Escrow Account, the Escrow Agent shall release undated cheques deposited by



For Eventual Builders Pvt. Ltd.

Director/Authorised Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



the Purchaser with the Escrow Agent in terms of Clause 19.1 above corresponding to and equivalent to the value of the Tranche 3 Consideration;

21.2.2 The Vendors and the Purchaser shall execute and register Supplemental Sale Deed (in a format as mutually approved by the Parties) in respect of the Project Land to and in favour of the Purchaser recording the receipt of payment of the Tranche 3 Consideration by the Vendors ("Supplemental Sale Deed"); and

21.2.3 Simultaneously to the execution and registration of the Supplemental Sale Deed, the Escrow Agent shall transfer the Tranche 3 Consideration alongwith the interest accrued thereon to the Vendors into the following bank accounts of the Vendors, which shall be the designated and approved bank accounts under the Revised Consent Order:

S. No.	Name of the Party	Bank Account Number	Amount net of TDS (in INR)	Bank Name
1	Vendor No. 1	09871131002000	40,47,37,168/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
2	Vendor No. 2	09871131001843	3,60,10,835/-	Oriental Bank of Commerce, Udyog Vihar, Phase IV, Gurugram
		TOTAL	44,07,48,003/-	

22 CANCELLATION OF THIS DEED

22.1 In the event the Final Approval is not obtained on or before the Long Stop Date or extended period, if any as set out under Clause 13.2 above, the Purchaser shall be entitled to cancel this Deed in the manner set out under Clause 13.3 above and the consequences of cancellation as set out under Clause 13.3 of this Deed shall be applicable and shall follow.

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/ Auth. Signatory

Director/Authorised Signatory



- 22.2 In the event, the Tranche 2 Consideration and / or Tranche 3 Consideration or any part thereof, remains unpaid beyond the Purchaser Due Date inspite of the corresponding Conditions Precedent having been completed in terms of this Deed, then the Vendors shall be entitled to cancel the Sale Deed in the manner provided under Clause 18.1 above and the consequences of cancellation as set out under Clause 18.1 of this Deed shall be applicable and shall follow.

23 DEFAULT NOTICE

In the event either Party ("Defaulting Party") fails to fulfill any of the obligations and / or default and commits a material breach of any of the other terms and conditions as set out under this Deed, the other Party ("Non-Defaulting Party") shall give a notice of 7 (seven) Business Days ("Cure Notice") in writing to the Defaulting Party specifying the obligation which has not been complied with and calling upon the Defaulting Party to comply with such obligation. In the event, the Defaulting Party fails to comply with the obligation within the said period of 7 (seven) Business Days, the Non-Defaulting Party shall without any further notice at its sole discretion be entitled to obtain specific performance of this Deed.

24 NOTICES

- 24.1 All approvals, consents and notice required to be given or served hereunder by either Party hereto to the other shall be deemed to be given or served if the same shall have been delivered to by registered post or by courier with acknowledgement or by hand delivery (receipt to be acknowledged) by either party to the other at their following respective addresses, until the same is changed by notice given in writing to the other Party:

(i) **Eventual Builders Private Limited**

Attn: Mr. Sudhanshu Tripathi

Address: M-11, Middle Circle, Connaught Circus, New Delhi 110 001

Email: sudhanshu.tripathi@bptp.com

(ii) **Saraswati Kunj Infrastructure Private Limited**

For Eventual Builders Pvt. Ltd.



Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



Attn: Mr. Sudhanshu Tripathi

Address: M-11, Middle Circle, Connaught Circus, New Delhi 110 001

Email: sudhanshu.tripathi@bptp.com

(iii) Joyville Shapoorji Housing Private Limited

Attn: Mr. Gourav Bhutani

Address: SP Center, 41/44, Minoo Desai Marg, Colaba, Mumbai 400005

Email: gourav.bhutani@shapoorji.com

Fax: +91-22-6749 0000

(iv) BPTP Limited

Attn: Mr. Sudhanshu Tripathi

Address: M-11, Middle Circle, Connaught Circus, New Delhi 110 001

Email: sudhanshu.tripathi@bptp.com

25 STAMP DUTY AND COSTS AND EXPENSES:

- 25.1 Save and except as mentioned otherwise under this Deed, any stamp duty and registration fees payable on this Deed and on such further documents as may executed in pursuance to this Deed shall be borne and paid by the Purchaser alone.
- 25.2 Each Party shall bear their respective Advocates', Architects and other consultants' costs.
- 25.3 The Parties have agreed that all the property taxes, municipal taxes, land revenue, water charges, levies, assessments, outgoings in respect of the Project Land payable to the State or Central Government or any other concerned authority for the period upto the date of Completion I shall be borne and paid by the Vendors. All the aforesaid taxes, levies, etc. for the period after the date of Completion I shall be borne and paid by the Purchaser.

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/ Auth. Signatory

Director/Authorised Signatory



26 CONFIDENTIALITY

- 26.1 Subject to sub-clauses 26.2 and 26.3 below, each Party shall at all times keep confidential and shall not disclose to any third party any information of a confidential nature whether financial, technical or commercial which it may have acquired or obtained or may at any time hereafter acquire or obtain in relation to the other Party or the proposed transaction contemplated hereunder including findings from the legal diligence conducted by the Purchaser in relation to the Project Land and shall not use or disclose such information except when required by law or regulatory or governmental body having jurisdiction over it. For the avoidance of doubt, it is clarified that the terms and conditions of this Deed and the execution of this Deed are also confidential in nature.
- 26.2 Each Party may on a need to know basis for the purposes contemplated by this Deed disclose confidential information to its (a) its affiliates, (b) its directors (which for the avoidance of doubt, include members of its supervisory board or investment committee), officers or employees, or (c) its professional advisors including auditors, bankers and lawyers, provided each of these recipients is bound by similar obligations of confidentiality as captured herein, or (d) as required by law, rule, regulation, enquiry or investigation of any stock exchange, bank regulatory agency, governmental agency or supervisory or self-regulatory authority or order, judgment or decree of any court. In the event of a disclosure required under sub paragraph (d), the disclosing Party shall to the extent permissible and practicable, at a reasonable time before making any such disclosure or filing, consult with the other Parties regarding such disclosure or filing and, to the extent possible, seek confidential treatment for such portions of the disclosure or filing as may be requested by the other parties.
- 26.3 The confidentiality obligations under this Clause shall survive the expiry/cancellation of this Deed for a period of 1 (one) year thereafter.

27 DISPUTE RESOLUTION:

In the event of any difference or dispute arising out of or from or connected with this Deed between the Parties, the same shall be referred to arbitration. The Vendors shall jointly appoint one arbitrator and the Purchaser shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. Such appointment of the arbitrators shall be done within a period of 30 (thirty)

For Saraswati Kunj Infrastructure Pvt. Ltd.



For Eventual Builders Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory



calendar days from the date of notice of arbitration issued by either Party, failing which the arbitral tribunal shall consist of sole arbitrator to be appointed by Hon'ble Punjab and Haryana High Court as per the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereto. Such arbitration shall be held in Delhi and be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereto. The arbitration proceedings shall be conducted in English language.

28 JURISDICTION:

Subject to Clause 27, this Deed is subject to the jurisdiction of the Courts of Delhi and no other Courts shall have jurisdiction over any dispute or difference arising hereunder.

29 RIGHTS:

Each of the rights of the Parties hereto under this Deed are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Deed or otherwise.

30 WAIVER:

No waiver of any breach of any provision of this Deed shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

31 VALIDITY:

31.1 This Deed shall be valid and effective from the date of this Deed.

31.2 If any provision of this Deed is invalid, unenforceable or prohibited by applicable law, this Deed shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Deed shall be valid, binding and of like effect as though such provision was not included herein.

32 BINDING PROVISIONS: *For Saraswati Kunj Infrastructure Pvt. Ltd.*

For Eventual Builders Pvt. Ltd.

Director/Auth. Signatory

Director/Authorised Signatory



The Parties have agreed that this Deed shall be binding upon the Parties from the date of execution of these presents.

33 AMENDMENT

The provisions of this Deed (including this Clause) shall not be altered, added to or omitted except in writing duly signed by both Parties.

34 SUPERCESSION

Except as otherwise agreed among the Parties, this Deed constitutes the entire agreement of the Parties as to its subject matter and supersedes and overrides any conflicting or inconsistent provision in any previous understanding or agreement on such subject matter inter se.

35 Representation and Warranties of the Purchaser

The Purchaser makes the following representations and warranties to the Vendors and BPTP:

- 35.1 It has the legal right, power and authority to execute and deliver, and has taken all appropriate corporate actions to exercise its rights and perform its obligations under this Deed;
- 35.2 This Deed constitutes a valid and binding Deed;
- 35.3 It is duly incorporated and validly existing under the laws of India;
- 35.4 It has the legal right, power and authority to enter into, deliver and perform this Deed and any other documents executed by it pursuant to or in connection with the transactions contemplated in this Deed;
- 35.5 The execution, delivery and the performance, by the Purchaser of its obligations in relation to the transactions contemplated herein will not:
 - 35.5.1 breach or constitute a default under its articles of association and/ or the memorandum of association;
 - 35.5.2 result in any conflict with or material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other

For Saraswati Kunj Infrastructure Pvt. Ltd.



For Eventual Builders Pvt. Ltd.

Director/ Auth. Signatory

Director/Authorised Signatory



agreement to which the Purchaser is a party or by which the Purchaser is bound;

35.5.3 violate any order including any order passed by any judicial/ quasi-judicial authority, arbitral tribunal, against, or binding upon the Purchaser.

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For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt. Ltd.



Director/Authorised Signatory

Director/Authorised Signatory



SCHEDULE 1

RECT NO.	KILLA NO.	TOTAL AREA	
		Kanal	Marla
55	19	7	7
55	9/2	6	9
55	20/2	1	16
55	12	8	0
55	13/1	1	8
54	4 min	7	9
54	5	8	0
54	6	8	0
54	7	8	0
54	18	7	7
55	1/1	2	13
54	13	8	0
54	14	8	0
54	15	8	0
54	16/1	0	7
54	16/2	7	0
54	17	7	7
55	10	8	0

For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt Ltd



Director/ Auth. Signatory

Director/Authorised Signatory



RECT NO.	KILLA NO.	TOTAL AREA	
		Kanal	Marla
55	11/1	3	11
55	11/2	4	9
55	20/1	5	11
54	12/2 min east north	3	6
54	19 min east north	1	10
54	3/2 min	1	7
54	8 min	7	3
54	9 min	0	15
54	12/1 min	2	9
TOTAL		143	4
TOTAL AREA (in acres)		17.90 ACRES	

[signature page follows]



For Eventual Builders Pvt. Ltd.

Director/Auth. Signatory

For Saraswati Kuni Infrastructure Pvt. Ltd.

Director/Authorised Signatory



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

SIGNED AND DELIVERED

by the within named "Vendor No. 1"

Eventual Builders Private Limited

through its Authorized Signatory

Mr. Digvijay Yadav

authorized vide Board Resolution passed at

meeting of the board of directors on


June 20, 2018

in the presence of

SH. HARDEEP LAMBA & SH. D.S. LAMBA
A/o F-1103, Residency Apartment
Ardec City, Gurugram



Drafted By
SHIV KUMAR SINGH
Advocate
Distt Courts. Gurugram

For Eventual Builders Pvt. Ltd.

Director/Authorized Signatory



SIGNED AND DELIVERED

by the within named "Vendor No. 2"

Saraswati Kunj Infrastructure Private Limited

through its Authorized Signatory

Mr. Digvijay Yadav

authorized vide Board Resolution passed at

meeting of the board of directors on

For Saraswati Kunj Infrastructure Pvt. Ltd.


Director/Authorized Signatory



For Eventual Builders Pvt. Ltd.

Director/Authorized Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorized Signatory



June 20, 2018

in the presence of

M. HARDEEP CAMBA S/O SH. D.S. LAMBA
R/o F-1103, Residency Apartment,
Ardee City, Gurugram

Planks

SIGNED AND DELIVERED

by the within named "Purchaser"

Joyville Shapoorji Housing Private Limited

through its Authorised Executive


Mr. Gourav Bhutani

authorized vide Board Resolution passed at

meeting of the board of directors on

May 29, 2018

in the presence of


Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

Gourav


SIGNED AND DELIVERED

by the within named "BPTP"

BPTP Limited

through its Authorized Signatory

Mr. Digvijay Yadav


ND


For Eventual Builders Pvt. Ltd.

For Saraswati Kunj Infrastructure Pvt. Ltd.



Director/Authorized Signatory

Director/Authorized Signatory

authorized vide Board Resolution passed at)
meeting of the board of directors on)
June 20, 2018)
in the presence of)
)

Shiv Kumar Singh)
Advocate)
Distt. Court, Gurugram)



For Eventual Builders Pvt. Ltd.


Director/Author. Signatory

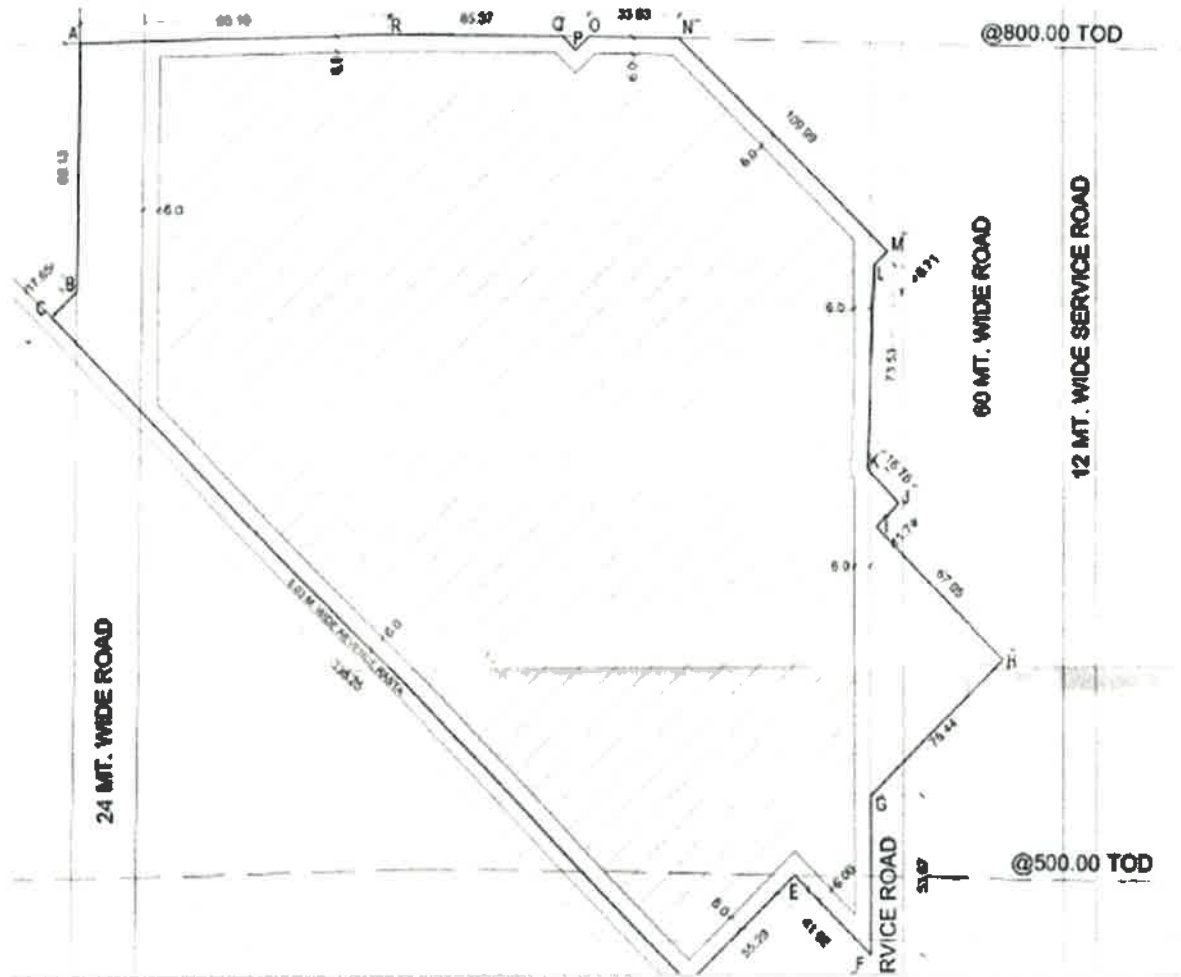
For Saraswati Kunj Infrastructure Pvt. Ltd.


Director/Authorised Signatory



ANNEXURE "A"

PLAN DELINEATING THE PROJECT LAND



For Eventual Builders Pvt. Ltd

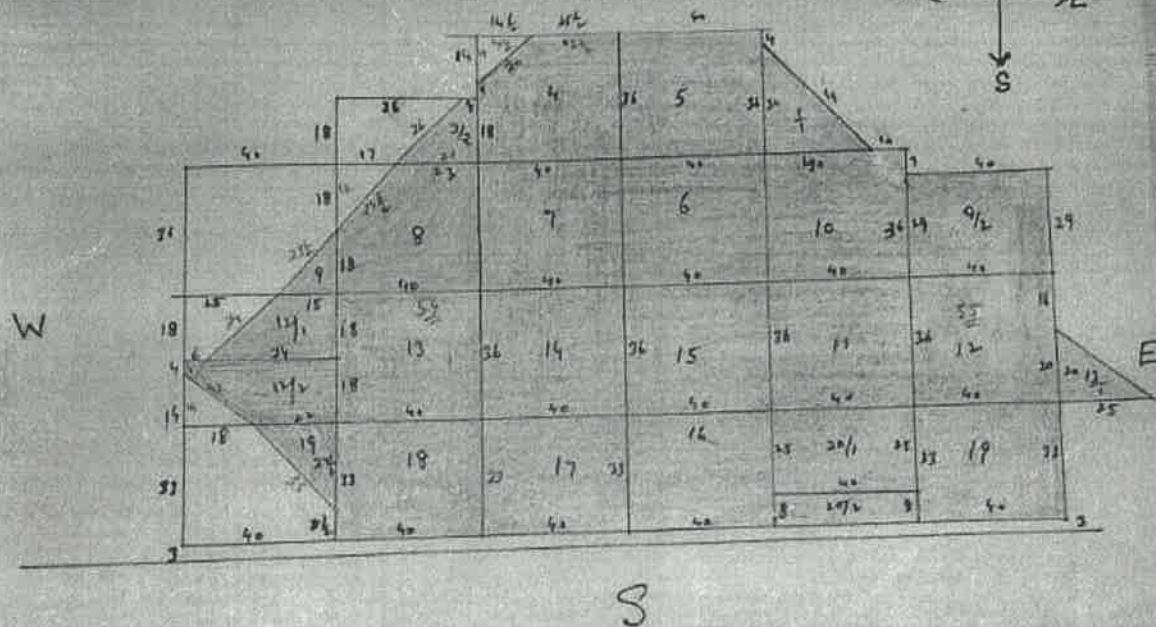
Director/ Auth  Signatory

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For Saraswati Kunj Infrastructure Pvt. Ltd

Director/Authorised Signatory 





Director / Auth. Signatory

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Director/Authorised Signatory



ANNEXURE "B"

CPI CONSENT LETTER

CPI India I Limited
4th Floor, Tower A, 1 Cybercity
Ebene, Mauritius

August 24, 2017

To,

1. **BPTP Limited ("BPTP")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)
2. **Eventual Builders Pvt. Ltd. ("Eventual")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)
3. **Saraswati Kunj Infrastructure Pvt. Ltd. ("Saraswati")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)

Sub.: Consent to execute agreement to sell for sale of Project Y, Sector 102, Gurgaon ("ATS") to Joyville Shapoorji Housing Private Limited ("JSHPL")

Dear Sirs,

1. We are in receipt of the ATS (vide an email dated August 22, 2017 of Mr. Digvijay Yadav from BPTP) that you propose to execute with Joyville Shapoorji Housing Private Limited ("JSHPL") for sale of Project Y, Sector 102, Gurgaon ("Project Y"). We have perused the ATS and the terms and conditions of the transaction as contemplated therein.
2. We note that in terms of the order dated December 22, 2015 of the Hon'ble Delhi High Court in OMP (Bnf) (Comm) 8 of 2015 ("Order"), the proceeds from the sale of Project Y, details of which is given in the ATS have to be deposited in an escrow account of BPTP bearing no. 09871131001898 held with Oriental Bank of Commerce, Overseas Branch, HSIIDC Building, Udyog Vihar, Gurgaon 122015, Haryana.
3. However, since the transaction structure as agreed in the ATS is such that Eventual and Saraswati are selling the land directly to JSHPL, it is envisaged and agreed in the ATS that the sale proceeds shall be deposited as per the

Page 1 of 3



For Eventual Builders Pvt. Ltd.

Director/ Auth. Signatory

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For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/ Auth. Signatory



terms of the ATS, into new escrow accounts ("New Escrow Account") which will be managed by a new escrow agent ("New Escrow Agent") under a new escrow agreement proposed to be executed with JSHPL. Upon meeting the respective conditions under the ATS, the amounts lying in the New Escrow Account will be transferred to the following old escrow accounts of Eventual and Saraswati (under the control of the Receiver appointed by the Hon'ble Delhi High Court vide the Order):

S. No.	Name of Account Holder	Account No.	Bank and Branch
1	Eventual Builders Pvt. Ltd.	09871131002000	Oriental Bank of Commerce, Overseas Branch, HSIIDC Building, Udyog Vihar, Gurgaon 122 015
2	Saraswati Kunj Infrastructure Pvt. Ltd.	09871131001843	Oriental Bank of Commerce, Overseas Branch, HSIIDC Building, Udyog Vihar, Gurgaon 122 015

4. Notwithstanding that the total consideration will be paid by JSHPL as per the terms set out in the ATS, BPTP, Eventual, Saraswati and other Respondents in the Order shall continue to remain liable to pay CPI the Amount Due and interest thereon as per the terms of the Arbitration Award dated December 18, 2015 ("Award") and the Order. However, the same shall not have any effect on the transaction as contemplated under ATS and / or on Project Y and / or on the rights acquired by JSHPL under the ATS in respect of Project Y in any manner whatsoever.
5. We hereby give our consent to BPTP, Eventual and Saraswati to execute the ATS with JSHPL and proceed with the transaction subject to the following conditions:
 - i) CPI shall have the right to receive its share of the total consideration under the ATS from the sale of Project Y as per the timelines set out in the ATS to the extent of amount due and payable to CPI as per the Order;
 - ii) The original title deeds of Project Y shall be handed over by the CPI Receiver to the New Escrow Agent simultaneous to deposit of Tranche 1 Consideration by JSHPL in the New Escrow Account;
 - iii) Prior to execution of the definitive agreements, you will make an application before the Hon'ble Delhi High Court, seeking: (a) release of the attachment of Project Y; (b) directions for payment and disbursement of amounts as per the terms of the ATS; and (c) directions to the CPI Receiver to release the original title deeds in terms hereof. CPI agrees to file an affidavit in support of the said application; and

Page 2 of 3 For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory



- iv) You shall ensure that appropriate provisions incorporating the above conditions are included in the definitive documents to be executed with JSHPL.
6. Save and except what is agreed to above, nothing contained in this letter shall amount to a waiver or relaxation of any other provision of the Award or Order, which continue to have full binding force and effect on all parties.
7. CPI understands that a copy of this letter will be shared with JSHPL, who shall be entering into the ATS based on this letter. CPI shall not withdraw this letter in any manner whatsoever so long as the conditions set out in this letter are fully complied with.

Kind regards,


For, CPI India I Ltd.
Authorized Signatory

Page 3 of 3 For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt. Ltd.


Director/Authorized Signatory


Director/Authorized Signatory



ANNEXURE "C"
RECEIVER CONSENT LETTERS

ANIRUDH WADHWA
BA LLB (Hons), BCL (Oson)
Advocate
DD 13 (LGF) Kalkaji, New Delhi 110019
Ph: +91-9910612299; Email: anirudh@wadhwachambers.com

Ref: 2017-18/ANW-202/03-E

Date: 28.08.2017

To,

1. **CPI India I Ltd. ("CPI")**
C/o Citco (Mauritius) Ltd.
4th Floor, Tower A,
1, Cybercity, Ebene,
Mauritius
2. **BPTP Limited ("BPTP")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)
3. **Eventual Builders Pvt. Ltd. ("Eventual")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)
4. **Saraswati Kunj Infrastructure Pvt. Ltd. ("Saraswati")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)

Sub.: Proposed agreement to sell for sale of Project Y, Sector 102, Gurgaon ("ATS") by Eventual and Saraswati to Joyville Shapoorji Housing Private Limited ("JSHPL") and NOC dated August 24, 2017 executed by CPI India I Ltd

Dear Sirs,

As requested by the parties, I hereby confirm the following:

1. The following documents relating to Project Y, Sector 102, Gurgaon ("Project Y") are in a sealed cover in my custody, in pursuance of the Order dated December 22, 2015 passed by the Hon'ble High Court of Delhi in OMP (ENF) (COMM) 8/2015 ("Order"):

Page 1 of 2



For Eventual Builders Pvt. Ltd.

Director/Authorized Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorized Signatory



ANIRUDH WADHWA

BA LLB (Hons), BCL (Oxon)

Advocate

DD 13 (LGF) Kalkaji, New Delhi 110019

Ph: +91-9910612299; Email: anirudh@wadhwachambers.com

S. No.	Document	Dated
1	Sale Deed No. 3992	May 18, 2006
2	Sale Deed No. 3986	May 18, 2006
3	Sale Deed No. 3995	May 18, 2006
4	Sale Deed No. 3989	May 18, 2006
5	Sale Deed No. 3987	May 18, 2006
6	Sale Deed No. 3991	May 18, 2006
7	Sale Deed No. 5859	June 12, 2006
8	Sale Deed No. 5610	June 8, 2006

2. I have no objection to BPTP, Eventual and Saraswati entering into the ATS with JSHPL, provided that the transactions contemplated therein are executed in accordance with the order/s of the Hon'ble High Court of Delhi as may be passed in OMP (BNF) (COMM) 8/2015 approving and consenting to the transaction as contemplated under the ATS in favour of JSHPL.

I understand that a copy of this letter will be shared with JSHPL for their information only.

Kind regards,

Anirudh Wadhwa

Anirudh Wadhwa
Advocate

Page 2 of 2



For Eventual Builders Pvt. Ltd.

Director/Authorised Signatory

For Saraswati Kum Infrastructure Pvt. Ltd.

Director/Authorised Signatory



ANIRUDH WADHWA
ADVOCATE

DD 13 (LGF) Kalkaji Extension, New Delhi 110019
Ph: +91-9910612299; Email: anirudh@wadhwachambers.com

THROUGH EMAIL

June 20, 2018

To,

1. **CPI India I Ltd. ("CPI")**
C/o Citco (Mauritius) Ltd.
4th Floor, Tower A,
1, Cybercity, Ebene,
Mauritius
2. **BPTP Limited ("BPTP")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)
3. **Eventual Builders Pvt. Ltd. ("Eventual")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)
4. **Saraswati Kunj Infrastructure Pvt. Ltd. ("Saraswati")**
M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001
Kind Attn.: Mr. Sudhanshu Tripathi (sudhanshu.tripathi@bptp.com)

Sub.: Proposed execution and registration of sale deed by BPTP, Eventual and Saraswati in favour of Joyville Shapoorji Housing Private Limited ("JSHP") pursuant to agreement to sell for sale of Project Y, Sector 102, Gurugram dated September 1, 2017 ("ATS")

Dear Sirs,

As requested by the parties, I hereby confirm the following:

1. The following documents relating to Project Y, Sector 102, Gurgaon ("Project Y") are in my custody in pursuance of the Order dated December 22, 2015 passed by the Hon'ble High Court of Delhi in OMP (ENF) (COMM) 8/2015 ("Order"):

For *Eventual Builders Pvt. Ltd.* For *Saraswati Kunj Infrastructure Pvt. Ltd.*



Director/ Auth. Signatory
Page 1 of 2

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Director/Authorised Signatory



ANIRUDH WADHWA
ADVOCATE

DD 13 (LGF) Kalkaji Extension, New Delhi 110019
Ph: +91-9910612299; Email: anirudh@wadhwachambers.com

S. No.	Document	Dated
1	Sale Deed No. 3992	May 18, 2006
2	Sale Deed No. 3986	May 18, 2006
3	Sale Deed No. 3995	May 18, 2006
4	Sale Deed No. 3989	May 18, 2006
5	Sale Deed No. 3987	May 18, 2006
6	Sale Deed No. 3991	May 18, 2006
7	Sale Deed No. 5859	June 12, 2006
8	Sale Deed No. 5610	June 8, 2006

2. I have been provided with i) a copy of the order dated 31.05.2018 passed by the Hon'ble High Court of Delhi in IA No. 7865 of 2018 in OMP (ENF) (COMM) 8/2015; and ii) a copy of the order dated 18.06.2018 passed by the Hon'ble High Court of Delhi in IA No. 8200 of 2018 in OMP (ENF) (COMM) 8/2015 (together the "Revised Order").
3. I hereby confirm that I have not taken any action in respect of Project Y pursuant to the power of attorney granted by BPTP to me under the Order.
4. I hereby further confirm that I have no objection in BPTP, Eventual and Saraswati directly executing the sale deed in favour of JSHPL, provided that the transaction contemplated therein is executed in accordance with the Revised Order.

Kind regards,

Anirudh Wadhwa

Anirudh Wadhwa
Advocate



For Eventual Builders Pvt. Ltd.

Director/Authorised Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

[Signature]

Director/Authorised Signatory



ANNEXURE "D"
COPY OF DEVELOPMENT LICENSE

FORM LC -V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

License No. 14 of 2018

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rules 1976, made thereunder to Eventual Builders Pvt. Ltd., Saraswati Kunj Infrastructure Pvt. Ltd. in collaboration with Eventual Builders Pvt. Ltd., M-11, Middle Circle, Connaught Circus, New Delhi-11 for setting up of Residential Group Housing Colony over an area measuring 17.90 acres falling in Sector-102, Gurugram under the Transit Oriented Development Policy dated 09.02.2016.

1. The particulars of the land, wherein the aforesaid Residential Group Housing is to be set up, are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:-
 - (i) That the licensee shall deposit the Infrastructure Development Charges in two equal instalments. First instalment will be due within 60 days of grant of license and second instalment within six months of grant of license falling which 18% PA interest will be liable for the delayed period.
 - (ii) That the licensee shall deposit balance 50% of the conversion charges, licence fee and Infrastructure Augmentation Charges in two equal instalments of 3 months each with normal interest of 12% p.a. and penal interest of 3% for the delayed period in favour of Director, Town & Country Planning, Haryana, payable at Chandigarh.
 - (iii) That the licensee shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - (iv) That the licensee shall construct portion of sector/service road, Internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Govt. u/s 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - (v) That the licensee shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
 - (vi) That area coming under the sector road/green belt which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards covered area is being granted, shall be transferred to the Govt. free of cost.
 - (vii) That licensee shall integrate the services with Haryana Urban Development Authority services as and when made available.
 - (viii) That no other application has been submitted for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act, 1963.
 - (ix) That the licensee understand that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall

[Signature]
D.T.C.P. (Hr.)

For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.

[Signature]
Director/Auth. Signatory

[Signature]
Director/Authorised Signatory



pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.

- (x) That NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India shall be obtained before execution of development works at site.
- (xi) That the licensee shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till these services are made available from External Infrastructure to be laid by Haryana Urban Development Authority.
- (xii) That clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law shall be obtained.
- (xiii) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- (xiv) That the instructions issued by Haryana Renewable Energy Development Agency in respect of making provision of Solar Energy Plant etc. in the licensed colony shall be followed.
- (xv) That only LED lamps fitting for internal lighting as well as campus lighting shall be used.
- (xvi) That the licensee shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/ Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- (xvii) That compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975 shall be submitted and account number and full particulars of the scheduled bank wherein company have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony shall be informed.
- (xviii) That the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010 shall be paid.
- (xix) That no sale of applied land has taken place after submission of license application.
- (xx) That pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched shall be kept.
- (xxi) That licensee shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licensee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony..
- (xxii) That licensee shall not advertise any floor area for sale before the approval of building plans.
- (xxiii) That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- (xxiv) That the licensee shall comply all the terms & conditions as stipulated in the notification regarding TOD policy dated 09.02.2016 and its corrigendum dated 16.11.2016 and amendment of zoning regulations of the Development Plan - GMUC dated 24.01.2017 shall be complied with.

3. The licence is valid up to 06/02/2023

Place : Chandigarh

Dated: 07/02/2018

For Eventual Builders Pvt. Ltd

Director/ Auth/ Signatory

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(T.L. Satyaprakash, IAS)
Director

Town & Country Planning
Haryana, Chandigarh



For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorized Signatory

Endst. No. LC-3664-PA (SN)-2018/ 5950

Dated: 15-02-2018

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:-

1. Eventual Builders Pvt. Ltd., Saraswati Kunj Infrastructure Pvt. Ltd. in collaboration with Eventual Builders Pvt. Ltd. M-11, Middle Circle, Connaught Circus New Delhi-11 alongwith a copy of agreement, LC-IV B & Bilateral Agreement.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
5. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
6. Addl. Director Urban Estates, Haryana, Panchkula.
7. Administrator, HUDA, Gurugram.
8. Superintending Engineer, HUDA, Gurugram along with a copy of agreement.
9. Land Acquisition Officer, Gurugram.
10. Senior Town Planner, Gurugram.
11. District Revenue Officer, Gurugram alongwith a copy of land schedule.
12. District Town Planner, Gurugram along with a copy of agreement.
13. Chief Accounts Officer, O/o DTCP, Haryana.
14. Nodal Officer (website) O/o DTCP, Haryana.



(Sanjay Kumar)
District Town Planner (HQ)
O/o Director, Town & Country Planning
Haryana, Chandigarh



For Eventual Builders Pvt. Ltd. For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory



To be read with License No. 14 dated 07/02 of 2018

1. Detail of land owned by Eventual Builders Pvt. Ltd.

Village	Rect No	Killa No	Area (K-M)
Kherki Majra	54	4 Min	7-9
		5	8-0
		6	8-0
		7	8-0
		14	8-0
		15	8-0
		16/1	0-7
		16/2	7-0
		17	7-7
		11/2	4-9
	55	10	8-0
		11/1	3-11
		20/1	5-11
		1/1	2-13
		19	7-7
		9/2	6-9
		20/2	1-16
		12	8-0
		13/1	1-8
		13	8-0
	54	18	7-7
		12/2 Min east north	3-6
		19 Min east north	1-10
		Total	131-10

2. Detail of land owned by Saraswati Kunj Infrastructure Pvt. Ltd.

Village	Rect No	Killa No	Area (K-M)
Kherki Majra	54	3/2 Min	1-7
		8 Min	7-3
		9 Min	0-15
		12/1 Min	2-9
		Total	11-14
		Grand Total	143K -4 M
			OR 17.9 Acres



For Eventual Builders Pvt. Ltd.

Director/ Auth. Signatory

Director,
Town & Country Planning
Haryana

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



ANNEXURE "E"
COPY OF IN-PRINCIPLE APPROVAL

Directorate of Town & Country Planning, Haryana
SCO-71-75, 2nd Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349
Web site tcpharyana.gov.in - e-mail: tcpharyana6@gmail.com

Regd.

To

Eventual Builders Pvt. Ltd.
And Saraswati Kunj Infrastructure Pvt. Ltd.
In collaboration with Eventual builders Pvt. Ltd.
M-11, Middle circle, Cannaught Circus, New Delhi

Memo No. LC-3664-PA(SN) 2018/ 14261

Dated: 09-05-18

Subject:

Request for grant of permission for transfer of licence and change of developer in favour of Joyville Shapoorji Housing Pvt. Ltd. against Licence No. 14 of 2018 dated 07.02.2018 granted for setting up GH colony over an area measuring 17.90 acres in Sector 102, Gurugram Manesar Urban Complex under TOD policy dated 09.02.2016.

Reference: Your application dated 16.02.2018 and 16.04.2018 on the subject cited above.

The request made vide above referred application for transfer of land measuring 17.90 of Eventual Builders Pvt. Ltd. and Saraswati Kunj Infrastructure Pvt. Ltd. change of developer in favour of Joyville Shapoorji Housing Pvt. Ltd. against Licence No. 14 of 2018 dated 07.02.2018 granted for setting up GH colony over an area measuring 17.90 acres in Sector 102, Gurugram Manesar Urban Complex has been considered and in-principle approval is hereby granted in accordance with the provisions of Rule 17 of Rules 1976 and policy parameters dated 18.02.2015 subject to the fulfillment of following conditions within a period of 90 days from issuance of this letter:-

1. Revenue documents in favour of transferee company.
2. To clear the outstanding dues on account of conversion charges, licence fees, infrastructure augmentation charges, IDC and EDC pertaining to the aforesaid licence.
3. Original licence and schedule of land is to be deposited by the licensee.
4. To deposit the balance administrative charges of Rs. 160.92 lacs (@ 60% of the applicable administrative charges).
5. To give an advertisement in the leading newspapers (Two English & One Hindi) and also on his website to invite objections from the general public for proposed transfer of licence and change of developer limited to adverse effect on their rights, if any, in the office of concerned Senior Town Planner within a period of 30 days. In addition to this, the colonizer will also inform all the allottees (if any) through their e-mail ids, about the proposed transfer of licence and change of developer. The proposal to transfer of licence will also be hosted on the website of the Department.

(Sanjay Kumar)
District Town Planner (HQ)
For Director, Town & Country Planning
Haryana, Chandigarh



For Eventual Builders Pvt. Ltd

Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



Endst. No. LC-3664-PA(SN)-2018/

Dated:

A copy is forwarded to Joyville Shapoorji Housing Pvt. Ltd., Regd. office, SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai-400004 with request to fulfill the following terms & conditions within a period of 90 days:-

1. Fresh agreement LC-IV & Bilateral Agreement is to be executed on behalf of new entity and Bank Guarantees to be furnished by the Bank on behalf of new entity against the internal development works and external development charges.
2. An undertaking to abide by the provisions of Act/Rules and all the directions that may be given by the DTCP in connection with the above said license.
3. An undertaking to settle all the pending/outstanding issues, if any, in respect of all the existing as well as prospective allottees.
4. An undertaking that all the liabilities of the existing developer shall be owned by new entity.
5. An undertaking to be liable to pay all outstanding dues on account of EDC/IDC and interest thereon, if any, in future, as directed by the DTCP.

(Sanjay Kumar)
District Town Planner (HQ)
For Director, Town & Country Planning
Haryana, Chandigarh.

For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt. Ltd.

Director/Auth. Signatory

Director/Authorised Signatory



ANNEXURE "F"

NOCs REQUIRED FOR BUILDING PLAN APPROVALS

Approval Particulars	Responsibility	Predecessor Approval	Department to issue the approval
License \ Transfer of license	Vendors		
Approved Zoning plan	Vendors	License	DGTCPC Chandigarh, Haryana
NOC from Airport Authority of India	Vendors	-	DGCA, Delhi
Building plans sanctions from DTCP	Vendors	i. Approved Zoning Plan ii. NOC from AAI for height clearance iii. Construction water NOC	DGTCPC Chandigarh, Haryana + STP (GGN) + SE PHE HUDA and CE, HQ (Panchkula) + Fire Authorities

For Saraswati Kunj Infrastructure Pvt. Ltd.



For Eventual Builders Pvt. Ltd.

Director / Authorized Signatory

Director / Authorized Signatory



ANNEXURE "G"

PART A

**LIST OF TITLE DOCUMENTS IN RESPECT OF THE PROJECT LAND TO BE
DELIVERED BY THE RECEIVER**

S. No.	Document	Dated
1.	Sale Deed No. 3992	May 18, 2006
2.	Sale Deed No. 3986	May 18, 2006
3.	Sale Deed No. 3995	May 18, 2006
4.	Sale Deed No. 3989	May 18, 2006
5.	Sale Deed No. 3987	May 18, 2006
6.	Sale Deed No. 3991	May 18, 2006
7.	Sale Deed No. 5859	June 12, 2006
8.	Sale Deed No. 5610	June 8, 2006

PART B

**LIST OF TITLE DOCUMENTS IN RESPECT OF THE PROJECT LAND TO BE
DELIVERED BY THE VENDORS**

S. No.	List of Documents	
1.	Sale deed 13359 dated 22/09/2004	Certified true copy
2.	Sale deed 9012 dated 01/08/2005	Certified true copy

For Saraswati Kunj Infrastructure Pvt. Ltd.

For Eventual Builders Pvt. Ltd.



Director/Authorised Signatory

Director/Authorised Signatory



S. No.	List of Documents	
3.	Sale deed 11696 dated 09/09/2005	Certified true copy
4.	Sale deed 8725 dated 26/07/2005	Certified true copy
5	Sale deed 8726 dated 26/07/2005	Certified true copy
6	Sale deed 8349 dated 20/07/2005	Certified true copy
7	Sale deed 8351 dated 20/07/2005	Certified true copy
8	Sale deed 15644 dated 07/11/2005	Certified true copy
9	Sale deed 6718 dated 18/12/1992	Certified true copy



For Eventual Builders Pvt. Ltd

Director/Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



ANNEXURE "H"

LIST OF DOCUMENTS REQUIRED FOR FILING APPLICATION FOR FINAL APPROVAL OF TRANSFER OF LICENSE

Steps	S. No.	Description	Remarks
Documents Required in Compliance of In-principal Approval from the Purchaser	1.	Revenue Documents in favour of Purchaser	
	2.	Original License and Schedule of Land	
	3.	Fresh Agreement LC-IV & Bilateral Agreement (same format as was required in compliance of LOI for grant of License)	
	4.	Undertaking to abide by the provisions of Act & Rules and all the directions that may be given by the DTCP in connection with the said License	
	5.	Undertaking that all the liabilities of the existing developer towards the authority shall be owned by the Purchaser	
	6.	Undertaking to be liable to pay all outstanding dues on account of EDC and interest thereon, if any in future, as directed by DTCP.	
	7.	Certified true copy of the Registered sale deed between the Purchaser and the Vendors	
	8.	Replacement of BG by the Purchaser against EDC	

For Saraswati Kunj Infrastructure Pvt. Ltd.

For Essential Builders Pvt. Ltd.



Director / Authorised Signatory

Director / Authorised Signatory



Steps	S. No.	Description	Remarks
		& IDW provided at the time of initial license approval	
	9.	Payment of balance 60% of the applicable Administrative Charges as per change of beneficial interest policy dated 18.02.2015.	
		Formal Approval/Order w.r.t Transfer of License & Change of Developer granted by DTCP	



For Eventual Builders Pvt Ltd


Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.


Director/Authorized Signatory



ANNEXURE "I"

DOCUMENTS TO BE FURNISHED BY THE PURCHASER FOR OBTAINING BUILDING PLAN APPROVALS

TO BE PROVIDED BY THE PURCHASER FOR SUBMISSION OF BUILDING PLANS

1. Four sets of building plans duly signed by the Developer and Architect along with Form BR-I and BR-II (format as per Haryana Building Code 2017) along with required Scrutiny Fees and Labour Cess;
 - i) The site plan shall be drawn to a scale not less than:
 - a) 1:200 for sites upto 1000 square meter;
 - b) 1:400 for sites above 1000 square meter and upto 4500 square meter; and
 - c) 1:800 for sites of 4500 square meter and above.
 - ii) The Public Health Services (Water, Storm, Sewer, Fire, RWH, STP, Recycle water, WTP and water tank, proposed location of connections from Sector road) Green area, Parking detail should be earmarked on the plans,
 - iii) Fire Safety Design and Plans as required under National Building Code or under Haryana Fire Services Act, 2009, if applicable.
 - iv) Un-edited Compact Disc/DVD containing all above mentioned drawings.
2. Structural Certificate on prescribed form BR-V(A1) for a height upto 15.00 meters and Form-BR-V(A2) for height above 15.00 meters along with copy of qualification /degree of the certifying Engineer;
3. Structural drawings duly signed by Structural Engineer;



For Eventual Builders Pvt. Ltd.

For scrutiny with Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



4. Total proposed height of the structure for obtaining the height approval from Airports Authority of India;
5. Structure Design approved from IIT Delhi, IIT Roorkee, Punjab Engineering Collage, Chandigarh, if Building height is more than 60 meters; and
6. Any other requirement from Director, Town and Country Planning, Chandigarh pertaining to approval of building plans such as explanatory notes etc.



For Eventual Builders Pvt Ltd

Director/Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



ANNEXURE "J"

OTHER NOCS

Approval Particulars	Responsibility to obtain the approval	Predecessor Approval	Department to issue the approval
Building plans sanctions from DTCP	Vendors	<ul style="list-style-type: none"> a. Approved Zoning Plan b. NOC from AAI for height clearance c. Construction water NOC 	DGTCP Chandigarh, Haryana + STP (GGN) + SE PHE HUDA and CE, HQ (Panchkula) + Fire Authorities



For Eventual Builders Pvt. Ltd.

Director/ Auth/ Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



ANNEXURE "K"

DETAILS OF STATUTORY FEES AND CHARGES IN RELATION TO BUILDING PLANS

Approval Particulars	Responsibility to obtain the approval	Predecessor Approval	Department to issue the approval	Statutory Fees payable by the Purchaser
Building plans sanctions from DTCP	Vendors	a. Approved Zoning Plan b. NOC from AAI for height clearance c. Construction water NOC	DGTCP Chandigarh, Haryana + STP (GGN) + SE PHE HUDA and CE, HQ (Panchkula) + Fire Authorities	A. Building plan Scrutiny Fee: 10 Rs/SQM on BuA. B. Labour Cess : 12/Sqft of BuA C. AAI NoC- Nil D. Construction water NOC- Nil



For Eventual Builders Pvt Ltd.

Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



ANNEXURE "L"
**DETAILS OF COSTS AND EXPENSES TO BE SHARED BY THE VENDORS
AND THE PURCHASER**

Nature of Payment	Amount (in INR)	Remarks	Payable till the date of receipt of final approval	Payable after the date of receipt of final approval
External Development Charge (EDC)	Principle Amount- 80,95,83,200/-	<ol style="list-style-type: none"> EDC is payable in 10 instalments spread over a period of 4.5 Years along with interest @ 12 % p.a. The First instalment of 10% of the total amount of EDC shall be payable within a period of 30 calendar days from the date of grant of license i.e. on March 	All such instalments payable prior to receipt of Final Approval, subject to clause 15.2 above, to be paid by the Vendors and BPTP and the same shall be reimbursed by the Purchaser as per the terms of this Deed	All instalments payable after receipt of Final Approval to be borne and paid by the Purchaser



For Eventual Builders Pvt Ltd

Director/ Auth. Signatory

For Sarawati Kung Infrastructure Pvt. Ltd.

Director/Authorised Signatory



Nature of Payment	Amount (in INR)	Remarks	Payable till the date of receipt of final approval	Payable after the date of receipt of final approval
		8, 2018 and the balance 90% in nine equated six monthly instalments from the date of grant of license.		
Infrastructure Development Charge (IDC)	Principle Amount- 11,47,71,697/-	<ol style="list-style-type: none"> 1. IDC is payable in two equal instalments. 2. First instalment of the IDC is payable within 60 calendar days i.e. on April 7, 2018 and the second is payable within 6 months from the 	All such instalments payable prior to receipt of Final Approval, subject to clause 15.2 above, to be paid by the Vendors and BPTP and the same shall be reimbursed by the Purchaser as per the terms of this Deed.	All instalments payable after receipt of Final Approval to be borne and paid by the Purchaser



For Eventual Builders Pvt. Ltd.

Director/Authorised Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

Director/Authorised Signatory



Nature of Payment	Amount (in INR)	Remarks	Payable till the date of receipt of final approval	Payable after the date of receipt of final approval
		date of grant of license		
Administrative Charges @ 10% of the license fees as per the provisions of Rule 17 of the Haryana Development and Regulation of Urban Areas Rules, 1976 and Administrative Charges @ 25% of the license fees as per the Change in Beneficial Interest Policy dated February 18, 2015	3,75,48,000/-		Initially Administrative Charges to be borne by the Sellers and BPTP and upon receipt of Final Approval, 50% of the Administrative Charges, i.e., INR 1,87,74,000/- (Indian Rupees One Crore Eighty Seven Lakh Seventy Four Thousand only) shall be reimbursed by the Purchaser to the Sellers and BPTP.	

For Saraswati Kunj Infrastructure Pvt. Ltd.



For Eventual Builders Pvt. Ltd.

Director/ Auth. Signatory

(Signature)

Director/Authorised Signatory

(Signature)



Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 21/06/2018

Certificate No. G0U2018F1104



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 36413023



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Eventual Builders Private limited

H.No/Floor : M11

Sector/Ward : M11

LandMark : Middle circle

City/Village : Cp

District : New delhi

State : Delhi

Phone: 9810801414

Others : Saraswati kunj infrastructure pvt ltd btp



Buyer / Second Party Detail

Name : Joyville Shapooji housing Private limited

H.No/Floor : 41/44

Sector/Ward : 41/44

LandMark : Sp center minoo desai marg

City/Village: Colaba

District : Mumbai

State : Maharashtra

Phone : 9717348282

Purpose : SALE DEED

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS PART OF THE SALE DEED
DATED 21.06.2018 EXECUTED BY EVENTUAL BUILDERS
PVT. LTD. , SARASWATI KUNJ INFRASTRUCTURE PVT. LTD. &
BPTP LTD. IN FAVOUR OF JOYVILLE SHAPOORTI HOUSING
PVT. LTD.



For Eventual Builders Pvt. Ltd.

[Signature]

Director/ Auth. Signatory

For Saraswati Kunj Infrastructure Pvt. Ltd.

[Signature]

Director/Authorised Signatory

