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Government of National Capital Territory of Delhi

e-Tender

Self Attested

Director (Planning)

Department of Economic

Planning Department

Monitoring

Monitoring

Nodal Officer (Monitoring)

Department of Economic

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Government of National Capital Territory of Delhi

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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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[illegible] ACQUISITION AGREEMENT

[illegible] OCTOBER [illegible]

[illegible]

VIKAS VASAI

AND

[illegible] VIJAY

AND

[illegible] PARK LLP

AND

[illegible] PARK PRIVATE LIMITED

AND

[illegible] MARINE CITY BUILDING [illegible] LIMITED

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LIMITED LIABILITY PARTNERSHIP AGREEMENT

This LLP partnership agreement is entered on this 18th day of October 2017 (the "Commencement Date") by and between:

1. **MR. TEJAS VADAY**, an Indian resident inhabitant, with permanent account number AAOPV7102N, and residing at 1, Palm Avenue, Chanakya Road, Vasant Kunj, South West Delhi, 110070 (hereinafter referred to as "**Partner 1**", which expression shall unless repugnant to the context or meaning thereof, include its successors, executors, administrators, and permitted assigns);

2. **Mr. GREGORY MEYER**, an Indian resident partnership, with permanent account number AAAPM4878C and residing at B 12, 3031, Vasant Kunj, New Delhi 110012 (hereinafter referred to as "**Partner 2**", which expression shall, unless repugnant to the context or meaning thereof, include his heirs, successors, legal representatives, administrators and permitted assigns);

3. **TRUSTICAL LONGSTOR BARR LLP**, a limited liability partnership under the Limited Liability Partnership Act, 2008 having PLPN Act 2008 and permanent account number AAFPT2501D, and having its registered office at "8 Kingsland, Gate Delhi, South West Delhi-Delhi – 110019" (hereinafter referred to as the "**LLP**", which expression shall include its successors, legal representatives and permitted assigns);

4. **BURNOUT INDUSTRIAL PARKS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Dhoni Railway Point 132 Industry Road, Sonipat, Haryana – 131001, with permanent account number AACCD3340P (hereinafter referred to as the "**BIPPL**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the second part;

5. **TRUSTICAL WAREHOUSE MALDIVES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2011 having corporate identification number (CIN) U51909MH2015PTC265433, and having its registered office at 14 Kingsland, New Delhi, South West Delhi, Delhi – 110001 (hereinafter referred to as "**Contributing Party**" or "**Member**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigned/transferees);

Partner 1 and Partner 2 are individually referred to as a "**Partner**" and collectively be referred to as the "**Partners**".

The Partners, the LLP, BIPPL and the Contributing Party are individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

(A) The LLP is engaged in the Business (as defined hereinafter).

(B) The Parties had incorporated the LLP on June 14, 2017 and entered a limited liability partnership agreement dated June 17, 2017 (as in further amended, vide Plan Implementation – to the Limited Liability Partnership Agreement dated October 31, 2017 and thereafter and by a fresh Limited Liability Partnership Agreement dated August 23, 2022

[illegible]

(1) The Parties are desirous of selling [illegible] (ESP), or desirous of purchasing the entire Equipment Partnership Interests (as defined hereinafter) on the terms provided in this Agreement, in consideration thereof the Purchase Consideration (as defined hereinafter);

(2) The Parties are aware, and this Agreement, in reliance thereon, [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

NOW [illegible], in consideration of the foregoing and [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible]

"Anti-Money Laundering Laws" shall mean applicable financial recordkeeping and reporting requirements of the [illegible] Prevention of Money Laundering Act, 2002, as amended, the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, and all laws relating to the prohibition of money laundering or the financing of terrorism of other jurisdictions where a Fund conducts business or owns assets and are related to such Law (with [illegible] or enforced by any Governmental Authority).

"Assets" shall mean assets or properties of every kind, nature, character and description (whether tangible or intangible, movable, immovable, saleable, disposable, accrued, fixed or contingent or otherwise, [illegible] including Cash, Cash Equivalents, receivables, securities, [illegible] and [illegible], [illegible], copyright, [illegible] and other intellectual property, [illegible], Patents, Patent and trademarks.

"Assets Base" [illegible] [illegible] [illegible]

[illegible]

"**Closing Date**" [illegible] in accordance with Clause 2;

"**Closing Long Stop Date**" means the [illegible] (Closing Long Stop Date) [illegible] Conditions Precedent Satisfaction Letter or (if [illegible] Conditions Precedent in accordance with Clause 4.4) [illegible] Conditions Precedent Satisfaction Letter or (if [illegible] Clause 4.4) [illegible] in accordance with Clause 4.3(c). The Closing Long Stop Date may be extended by written agreement between [illegible] and the Partners;

"**Closing Resolutions**" [illegible] the following resolutions of the LLP:

(i) approving the sale of the Aggregate Partnership Interests from the Partners to CDPE (and (ii) [illegible] and change to Designated Partners (i) [illegible] by IDEEL;

(ii) [illegible] the Closing Resolutions LLP Agreement;

(iii) [illegible] are entered into between the Partners and existing Designated Partners including [illegible] (ITEE) [illegible] or other Tax [illegible] obligations);

(iv) approving (a) the resignation of the Partners as partners of the LLP, and (b) removal of Partners as the designated partners of the LLP;

(v) approving the allotment to IDPL and [illegible] as partners of the LLP;

(vi) approving the [illegible] partners contributed by IDEEL and [illegible] partners of the LLP;

(vii) approving the amendment and restatement of the Original LLP Agreement to express new capital [illegible] and [illegible] contributed by CDPE, its [illegible] and [illegible] in CDPE; and

(viii) approving any other matters required in [illegible];

"**Closing Revised LLP Agreement**" shall mean the [illegible] agreement to the Original LLP Agreement which is, in form and substance reasonably to be agreed by IDPL;

"**Commitment Deposit**" [illegible] Commitment [illegible];

"**Component Project Land**" shall mean the land parcels comprising [illegible] and [illegible] Land Schedule as more particularly identified in [illegible] Annexure A;

"**Conditions Precedent**" shall individually mean the conditions specified in [illegible];

"**Conditions Precedent Satisfaction Letter**" shall have the meaning ascribed to it in Clause 4.4;

"Transactions Indebtedness" shall have the meaning ascribed to it in Section 6.1(b).

"Consent" shall mean any approval, consent, ratification, permission, waiver or other affirmative action of or from any Third Party, including banks and financial institutions, public bodies, Governmental Agencies, that must be obtained for (i) the execution of the Transaction Documents, and/or (ii) the consummation of the transactions contemplated under the Transaction Documents.

"Contract" shall mean, with respect to any Person, any agreement, contract, obligation, promise, deed, arrangement, undertaking, warranty, understanding, commitment, lease, mortgage, pledge, security, guarantee, insurance policy, benefit plan or equity binding commitment or understanding of any nature, whether written or oral or implied, to which such Person is a party or by which such Person or any of its assets are bound under applicable Law.

"Control" (including with correlative meaning the terms "Controlled By", "Controlling", and "under common Control with") shall mean with respect to any Person, the possession of control, directly or indirectly, of more than 50% (fifty percent) of the voting rights of the issued share capital of such Person or the right to nominate, appoint and/or remove all or a majority of the directors of such Person, or the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"CP Fulfillment Long Stop Date" shall have the meaning ascribed to it in Section 6.1(b).

"Current Assets" shall mean accounts receivable, inventories, prepaid and advance and other current assets (including fixed assets, long investments in fixed assets, capital work in progress and/or intangible assets) and any assets and current investments which Fund expects, consistent with its prudent and customary practices of the LLP which are ascertainable in the Ordinary Course of the LLP, determined in accordance with Accounting Principles and consistent with the Company Product Commitment Categories, in respect of the transaction, after taking account of complete cash payments, settlement of liabilities and the provisions of Part A of Schedule VII provided that notwithstanding the foregoing, Current Assets shall exclude Cash, Cash Equivalents and marketable securities, including the re-investable or reinvestable within a period of 90 (ninety) days or more.

"Current Liabilities" shall mean trade payables, payments for capital creditors, provisions, and any other liabilities of the LLP (including but not limited to working capital and capital having commitment), provision for tax and deferred and collected, determined in accordance with Accounting Principles and consistent in a manner consistent with the Company Product Commitment Categories, in respect of the Transaction, adjustments, prevailing principles that provision referred to (hereof) not for provisions of Part A of Schedule VII.

"Deductible Amount" shall have the meaning ascribed to it in Section 6.1(a) of the Closing Date.

(i) "Intellectual Property" means all patents, patent rights, patent applications, inventions, invention rights, processes, formulas, trade secrets, ideas, proprietary information, knowledge, technology, technical data, customer lists, domain names, uniform resource locators, trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and all instantiations thereof, all issues, divisions, continuations, continuations-in-part, revisions, extensions and reissues thereof, all computer software (including data and related documentation), all other proprietary rights, all copyrights, all moral and economic rights of authors and inventors, all industrial rights, all mask work rights, all rights of publicity, all rights of attribution and integrity, all rights in any jurisdiction to sue for past infringement, all rights in any jurisdiction to license, all rights in any jurisdiction to prevent the disclosure of confidential information and all other rights, in each case in any of the foregoing, recognized or protected by Law in any jurisdiction, and all applications for and registrations, renewals or extensions of the foregoing, in each case in any jurisdiction throughout the world.

[illegible]

(ii) [illegible] Third Party or relying on the information furnished by the LLP pursuant to the terms of the Transaction Documents, including pro-forma [illegible] to the LLP to [illegible] in connection with the Transactions contemplated under the Transaction Documents;

(iii) [illegible] Liabilities are supported and reasonably [illegible] in the Financial Closing Data, Financial Statements, including and [illegible] reasonable for the Contemplated Plans;

(iv) [illegible] information including any [illegible] and Tax Distributed in the Financial Closing Data Transaction Documents; and

(v) [illegible] Partners [illegible] in accordance with the Partnership [illegible] in accordance with the laws, rules, ordinances, accounting principles and procedures adopted in Illinois and the provisions of Part 8 of ILCS 705/1.

"Disclosed Financial Statements" shall [illegible] Financial Statements of the LLP for the fiscal year ended March 31, 2021 that has [illegible] Financial Statements delivered to the LLP [illegible] March 31, 2022.

"Disclosed Partnership" shall mean any Partners of the LLP [illegible] in each [illegible] in the [illegible] LLP Agreement.

"Development Management Agreement" shall mean the development management agreement to be executed between the LLP, the Partner, and Continuing Plan executives in Attachment 1, on the Closing Date.

"Documents Label" shall [illegible] the term [illegible] of 1099, [illegible] Documents Date, in the form [illegible] in WORDPLAT V, [illegible] Conditions or [illegible] Representations, Warranties and Tax Warranties. For clarity, the Disclosure Letter shall [illegible] of this Agreement.

"DP World" shall [illegible] in the [illegible] (1 of WORDPLAT II).

"DP World Entity Affiliation" shall [illegible] in the [illegible] (1 of WORDPLAT II).

"DP World Entity Debt" shall [illegible] in the [illegible] (1 of WORDPLAT II).

"DP World Outstanding Equity" shall [illegible] in the [illegible] (1 of WORDPLAT II).

"DP" shall [illegible] August 26, 2021 [illegible]

Environmental Litigation Accountant Warranty.

"EW-II" means [illegible] dated April 30, [illegible] entered by the [illegible] Environmental Litigation Accountant Indemnity Deed.

"Transaction" shall mean:

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

in each case, [illegible] and the words "Transaction" and "Transactions" shall be construed accordingly.

"Environmental Laws" shall mean any applicable law relating to the environment, pollution of the environment, health or safety or hazardous substances, which directly or indirectly applies to a claim for LLP Profit or Net Loss and shall include the EPA, the Act, Statutes and applicable laws in relation to the above.

"Implicated Parties" under the Government Approval which is issued or granted to the LLP in accordance with LLP's obligations in Environmental Laws.

"Environmental Proceeding" shall mean a civil, criminal, administrative, regulatory, arbitration, conciliation or other proceeding initiated by any Person concerning Environmental Law and Environmental Permits.

"EPA" shall mean the Environmental Protection Act 1990.

"Estimated Closing Date Financial Statements" means, the management certified Financial Statements of the LLP which shall include and fully reflect the affairs of the LLP as at the Closing Date, which shall [illegible] the Cash, Cash Equivalents, Current Assets, Financial Indebtedness, Security Deposits and Current Liabilities.

"[illegible]" [illegible] [illegible] [illegible]

"Trump Foundation" means the Donald Trump for Humanity Foundation, Inc. (EIN [illegible]), formerly the Donald Trump Foundation, Inc. (EIN [illegible]), and any other entity or trust, or any other entity or trust, or any other entity or trust, or

or any of their holding companies or Affiliates.

"Employee Payment" shall mean any salary, compensation, wages, payroll, inducement payments, bonuses or any other item of value paid to Employees or any amount any [illegible] Employee Affiliates.

"Investment" shall mean any subscription, purchase or acquisition of any voting and [illegible] capital in [illegible], including any guarantee or security issued, any payment of dividends or distributions of any, the proceeds of which are to the benefit of the Entities or [illegible] paid or offered to a Person or any person connected with a Person or any [illegible] or transfer to any such [illegible].

"Indemnified Parties" collectively means [illegible], its Affiliates, the [illegible] and each of their respective directors, officers, representatives, employees and agents.

"Indemnifying Parties" [illegible]

"Indemnifying Person" [illegible]

"Indian GAAP" means the generally accepted accounting principles in effect in India, [illegible] by the Institute of Chartered Accountants of India, the Companies Accounting Standards Rules, Regulations of [illegible] in effect as of the relevant date.

"Information" [illegible]

"Intellectual Property" shall have the meaning ascribed to it in Clause [illegible].

"Intellectual Property Rights" shall have the meaning ascribed to it in paragraph [illegible] of SCHEDULE [illegible].

"IOAP" shall mean any personal of the [illegible], including Dr. Vikas Vaidya and Mr. [illegible] Pathi.

"Knowledge" of any Person, which term is relevant to the Person, shall mean (i) actual knowledge of the Knowledge Personnel, and (ii) (for the avoidance of doubt) knowledge, information, or awareness any Knowledge Personnel would have if exercising with Reasonable Diligence Prudent Business practices, due and careful inquiries.

"Knowledge Personnel" shall have the meaning in relation to the Promoter and SEP (i) the Promoter and Designated Persons of the [illegible], and (ii) [illegible] of the [illegible].

"Law" shall mean any statute, law, regulation, ordinance, rule, code, judgment, order, decree, stipulation, injunction, Governmental Approval, [illegible], condition, requirement or other pronouncement of any nature of any Governmental Authority, in effect from time to time, whether or not [illegible] or any [illegible] or any Governmental Authority for the purpose of or in connection with any [illegible] or any [illegible] or any [illegible] or

[illegible]

[illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

[illegible]

"**DC**" shall mean the [illegible] Dated April 19, 2012 in relation to Warrants in [illegible] dated August 30, 2011 in relation to [illegible]; both entered into by Promoter of the Issuer and Creative Marketing Department.

"**[illegible]**" [illegible]

"**Finance**" [illegible]

"**Ordinary Course**" [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

[illegible]

"**Terminating Rights Trigger Cause**" shall have the meaning [illegible] paragraph [illegible] of SCHEDULE IV.

"**Trustee/[illegible] Bank Account**" [illegible]

(i) Trustee

Bank name	Axis Bank
Bank address	[illegible]
Beneficiary name	[illegible]
Account number	[illegible]
IFSC Code	[illegible]

(ii) Trustee [illegible]

Bank name	Axis Bank
Bank address	[illegible]
Beneficiary name	[illegible]

Account number:	[illegible]
ABA/Routing:	[illegible]

"The [illegible] Interests" shall [illegible] [illegible] [illegible]

"Representatives" shall mean the representatives, [illegible] and assignees referred to in SCHEDULE D.

"Remaining Shares Across Board" shall mean each Issuer Shareholder of the Group Companies Private Limited, affiliate of Company Private Limited, which is acquired in terms the given acquisitions within the EC I and EC II. As a [illegible] of the Business Transfer [illegible] Limited is provided under Annexure D1. [illegible] the Kalyani Group Companies Limited is one [illegible] Annexure D1.

"Reserved Matters Office Provided Investment" [illegible] as is in Clause 3.9(c).

"RoC" shall [illegible] of Companies.

"Sanctioned Jurisdiction" means any country or jurisdiction that is, at the relevant time, the target or subject of a comprehensive sanctions regime, including, but not limited to, [illegible] the Donetsk Luhansk Crimea including Cuba, Iran, North Korea, Syria, Venezuela and Russia (Expected Chinese [illegible] Investment [illegible]).

"Sanctioned Person" shall mean any individual, entity or vessel that is the subject or target of any Sanctions Laws or being (i) an individual which is on the [illegible] Lists or any U.S. or other sanctions-related restricted party list including the List of Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or any Kingdom Bank of India entity or [illegible] or (ii) [illegible] that is 50% or more owned or [illegible] controlled by an individual or entity described in paragraph (i) or (iii) and [illegible] of providing any such account that including [illegible] or [illegible] Transferred Securities, or any such [illegible] is required under the laws of Transferred Securities.

"Sanctions Laws" shall mean all the economic or financial sanctions trade embargoes and [illegible] restrictions or [illegible] imposed or enforced by the United States (including U.S. Treasury Department, U.S. Commerce Department and U.S. State Department), the European Union, the Majesty's Treasury, the United Nations, the Reserve Bank of India or any other Governmental Authority to which jurisdiction the Issuer is the [illegible] subject.

"Security Deposits" shall mean all security deposits or [illegible] deposits made to the CCP, Stock Exchanges, the Income Tax Office and [illegible] to [illegible] and [illegible].

"Services Agreement" [illegible] shall mean the [illegible] agreement to be entered between the [illegible], the Parties, [illegible] Conditions Precedent on the Closing Date.

"SIAC" means the Singapore International Arbitration Centre.

"Signing Financial Statements" shall mean the audited Financial Statements of the [illegible] for the financial year ended March 31, 2022.

"SPCB" shall mean the [illegible] performance [illegible] Bank.

"Tax" unconditional "Taxes" or "Taxation" means all and all taxes [illegible] and other

[illegible]

"Cure Period" [illegible]

"Cure" [illegible] **SCHEDULE B**;

"Transaction Agreement" [illegible]

(i) [illegible]

(ii) [illegible]

"TEV" [illegible]

"Subsidiary" [illegible]

"Third Party Claim" [illegible]

"Threshold Loss" [illegible]

"Trademark" [illegible]

"Transaction Documents" [illegible]

"Transfer", [illegible] "Transferred", [illegible] "Transferring" and "Transferability" [illegible]

[illegible]

"U.S." shall mean the United States of America;

"Visitor Construction Project" is "Schedule 1" [illegible] [illegible] [illegible] the Visitor Construction Project [illegible] [illegible] [illegible]

"Visitor Construction Project Cost" shall mean [illegible] [illegible] [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

(vii) [illegible]

(viii) [illegible]

(ix) [illegible]

(x) [illegible]

(xi) [illegible]

(xii) [illegible]

2. AGREEMENT TO SELL AND PURCHASE

2.1 **Agreement to Sell and Purchase of Aggregate Ownership Interest.** Subject to the

[illegible]

3.2 On the Closing Date, the Sellers and [illegible] shall be owners of the Pre-Closing Subsidiaries.

4. CONSIDERATION

4.1 The total consideration for the purchase of the Acquired Partnership Interests shall be the Purchase Consideration with the Estimated Purchase Consideration being paid on the Closing Date (subject to adjustment, if any, thereon being effected in the manner contemplated under Clause 4.6). For the avoidance of doubt, if HDFC, acting in the capacity as an [illegible] the Purchase Consideration pursuant to Clause 4.6, the Estimated Purchase Consideration paid by HDFC on the Closing Date shall be deemed to be the Purchase Consideration for the purposes of this Agreement.

4.2 **Determination of the Estimated Purchase Consideration**

(i) The only amounts which [illegible] the [illegible] Business Day prior to the Closing Date in being satisfied from the Sellers' side to be repaid at the sole discretion of HDFC by providing a written notice in writing to the Partners, the Sellers shall provide, during the HDFC [illegible] (a) the Estimated Closing Date Financial Statements; and (b) a computation of the Purchase Consideration (such amount, the "Estimated Purchase Consideration") determined using the Estimated Closing Date Financial Statements and in a manner consistent with the Example Purchase Consideration Computation (in respect of the [illegible] statements, accounts, principles, and methods adopted for [illegible] with the [illegible] provisions of SCHEDULE 2 AND SCHEDULE VII).

(ii) Within 7 (Seven) Business Days from the date of receipt of the Estimated Closing Date Financial Statements and the computation of the Estimated Purchase Consideration from the Partners pursuant to Clause 4.2(i) above, HDFC shall, in its sole discretion, notify the Partners and SELLER ("HDFC Notice") (if HDFC, acting in the capacity as an [illegible] the Estimated Closing Date Financial Statements and/or the computation of the Estimated Purchase Consideration, "Disputed Items") and the Partners shall forthwith and in no event later than 10 (Ten) Business Days from the date of receipt of the HDFC Notice, provide the Independent Accountant Firm in advance to the Estimated Closing Date Financial Statements and/or the computation of the Estimated Purchase Consideration ("Disputed Items") and the Partners are entitled to notify their disagreements within 1 (one) Business Day from the date of receipt of HDFC Notice, provided, HDFC may, within 1 (one) Business Day from the receipt of the aforesaid notice, request the Disputed Accounting Firm to review and verify the claims of disagreement in the Estimated Closing Date Financial Statements and Statement of Estimated Purchase Consideration ("HDFC Audit") and request the Disputed Accounting Firm to provide its report or cause to be reasonably possible available within 7 (seven) Business Days of

[illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

3.3 Tax Deducted at Source

(i) [illegible]

(ii) [illegible]

[illegible]

9. CONDITIONS PRECEDENT

9.1 The obligations of BDPE to purchase the Partnership Interest and pay the Purchase Consideration in contemplated under this Agreement shall be conditional upon compliance by the [illegible] (CDPE, the relevant [illegible] have been duly filed by BDPE on behalf of each of the Conditions Precedent as specified in SCHEDULE [illegible] (as so given to the CP Fulfilment Long Stop Date).

9.2 The LLP and the Partners shall promptly and reasonably procure that each Condition Precedent is fulfilled at the earliest and in any case before the CP Fulfilment Long Stop Date (other than the Condition Precedent that concerns the [illegible] of Closing in the Closing in such Conditions Precedent that have been waived in writing by BDPE). All costs in relation to the fulfilment of the Conditions Precedent shall be borne solely by the Partners.

9.3 If any of the LLP or the Partners become aware of any event or circumstance that is likely to cause a Condition Precedent to be frustrated in any way, any of the Conditions Precedent fails to be satisfied on or prior to the CP Fulfilment Long Stop Date, it shall immediately notify BDPE, in writing of such fact, giving full information and details of the LLP and the Partners of the nature of such event and steps as shall be required in relation to remedy the situation and shall use the reasonable best efforts to fulfil the Conditions Precedent.

9.4 Upon fulfilment of the Conditions Precedent, the LLP and the Partners shall jointly deliver to BDPE, a notification certificate in a form attached to the Agreement as SCHEDULE [illegible] (such certificate collectively, the "**Conditions Precedent Satisfaction Certificate**"), and BDPE, along with the Conditions Precedent Satisfaction Certificate, serve a notice of its proposed notice to all necessary documents evidencing fulfilment of each of the Conditions Precedent to BDPE's satisfaction, provided that if BDPE, subject to the satisfaction of any of the Conditions Precedent or both as per Conditions Precedent Satisfaction certificate, the Partners and LLP shall widely and reasonably pursue the fulfilment of such such Conditions Precedent in BDPE's satisfaction and, otherwise cause fulfilment, pursuant the Conditions Precedent Satisfaction Certificate.

10. CLOSING

10.1 The closing and purchase by BDPE of the Aggregate Partnership Interest shall take place on the Closing Date, if such place is now for normally opened banking BDPE, and the Partners. The Closing Date, for the purposes of this Agreement, shall in any event not be later than the Closing Long Stop Date.

10.2 On the Closing Date, the following events shall take place:

(i) Each of the Partners shall certify in writing that the representations contained in SCHEDULE [illegible] are true, correct and not misleading in any respect as of the Pre-execution Date and the Closing Date, in straight forward manner and in all such form and shall the Partners have complied with all other obligations and undertakings required to be complied with by them under this Agreement; and,

[illegible] to the Closing Date.

(iii) The Company, LLP, MPPL, and [illegible] shall file or [illegible] the [illegible] and [illegible] Limited Partnership ("LLP Agreement").

(iv) The LLP shall have filed Form 1 under the Limited Liability Partnership Rules, 2009 ("LLP Rules") for each shareholder / nominee referred to [illegible] above.

(v) The LLP shall have filed LLP Form 4 with the RoC intimating (a) [illegible] of MPPL, and (b) [illegible] to persons other than LLP, [illegible] of [illegible] of MPPL as designated partners in the LLP.

(vi) The LLP shall have filed LLP Form 4 with the RoC intimating (a) [illegible] of the Partners as partners of the LLP, and (b) [illegible] of the Partners as designated partners of LLP.

(vii) Subject to completion of all actions contemplated in Clause 2.1(b) and Clause 2.2(a), IDFC shall send the Financial Partners Contribution in the proportions set out in the table below, subject to deduction of Taxes deductible in respect of contribution, under Clause 8.1, to the Partners' Bank Account by way of a wire transfer, cheque or such other method as may be agreed by IDFC and Promoter in writing prior to the Closing Date; and IDFC shall provide the Partners a copy of the non-encashable transaction advisory with respect to

Name of the Partner	Proportion of Financial Partners Contribution payable
[illegible]	[illegible]
[illegible] Limited	[illegible]
Total	[illegible]

(viii) Upon receipt of the documents and advisory instruments issued by IDFC, the payment of the Financial Partners Contribution by wire transfer shall under Clause (vii) above.

(ix) The LLP shall [illegible] the LLP's [illegible] the Closing Resolutions and in the modified manner of the Closing Resolution in [illegible].

(x) [illegible] Closing Date and include a [illegible] policy designed to ensure compliance by the LLP's partners, officers, employees and agents (if any) with applicable Anti-Corruption Laws, and ensure independent compliance monitor for such individuals, in accordance with Policy and Procedures of IDFC's subsidiaries.

(xi) Each of the Tax consultants, to be appointed by a duly constituted committee, shall have provided their consent to serve as designated tax consultants of LLP Entities to the LLP.

(xxx) The LLP Parties, Lender Guarantors, Key Employees, and Development Management Agreement;

(xxx) The LLP and Lendering Party shall execute the Loan Documents.

5.2 The Parties shall cooperate and use efforts to complete all actions, requirements for this Agreement to be consummated at Closing, including simultaneously with the closing hereunder, which shall be deemed to be consummated effective as of, when such actions are deemed consummated, immediately following such actions in connection of PIPE under this Agreement. If any actions specified in Clause 5.2, other than actions specified in Clauses 5.2(i), 5.2(ii) and 5.2(iii), remain to be completed on the closing date (i.e. PIPE), such, at the sole discretion, extend the date for completion of such actions, and (iv) if an extension for PIPE, Closing shall be deferred to occur on the first date on which all the actions specified in Clause 5.2 are completed, provided that all actions specified in Clauses 5.2(i), 5.2(ii) and 5.2(iii) shall not be extended for the same date.

5.3 **Post-Closing Events**

(i) Promptly upon the approval of the PCAOB Closing Series Financial Statements, the Parties shall be entitled to appoint an Identified Accounting Firm, to undertake an audit review of the Historical Closing Date Financial Statements and update Sales to be in of the Closing Date immediately prior to Closing (and updated Historical Closing Date Financial Statements shall be referred to as the "Restated Closing Date Financial Statements") and to compute the Purchase Consideration based on the Restated Closing Date Financial Statements in a manner consistent with the Closing Purchase Consideration Calculation Accounting in respect of the Date Hereof, the accounting principles, accounting principles, and practices adopted in practice and the accounting principles set forth in Part 1 of SCHEDULE VII (GAPP), subject to any adjustment in the Closing Year. The LLP shall appoint the Identified Accounting Firm after intimation to the Parties, to undertake the review as contemplated in this Clause 5.3(i) and provide all assistance as required by the Identified Accounting Firm. In particular, the Parties shall ensure that the Identified Accounting Firm has access to any information relating to the LLP consistent with these, as to the sound implication of the LLP, as required for them to conduct the review of the Historical Closing Date Financial Statements. The costs of the appointment of the Identified Accounting Firm pursuant to this Clause 5.3(i) shall be borne equally by the Parties with the first half and PIPE (the "Costs").

(ii) The Identified Accounting Firm shall, within 15 (fifteen) Business Days of its appointment, complete its review and deliver a written report which shall include a copy of the Restated Closing Date Financial Statements and a computation of the Purchase Consideration. Such report shall be conclusive by such Identified Accounting Firm, the Parties agree that the computation of the Purchase Consideration by the Identified Accounting Firm shall be final and binding on the Parties. If there is any dispute or relative to this a "dispute" and is a material error in the Purchase Consideration as computed by the Identified Accounting Firm, the Parties shall refer the matter for resolution pursuant to the provisions of Clause 17.

(iii) In the event the Purchase Consideration as determined by the Identified Accounting Firm pursuant to Clause 5.3(ii) is lower than the Estimated Purchase

[illegible]

(b) Any payment by the Partners pursuant to Clause 5.4(a) shall be made free and clear of and without deduction for or on account of any Taxes, except to such be required by applicable Law. If any Tax is to be deducted, or any other deduction must be made, from such payment, such additional amount must be paid by the Partners so that, after such payment, such additional amount must be paid by the Partners so that, after such payment, HOPE receives a net amount equal to the Adjustment Amount which it would have received had payment not been made subject to such Tax or other deduction.

(c) Notwithstanding anything to the contrary contained in this Agreement, subject to applicable Law, HOPE, or its [illegible], shall be entitled to withhold the [illegible] of the Adjustment Amount paid or payable to the Clause 5.4 (Post Closing Review) as ordinary [illegible], and for [illegible] of doubt, the Parties agree that [illegible] and administration fee nothing contained in Clause 11.8 (Indemnity on Liability) shall apply to any Taxes the [illegible] being withheld pursuant to this Clause 11.6 (Post Closing Review).

6. COVENANTS AND CLOSING

7.1 The LLP and the Partners shall, [illegible] Closing Date:

(a) promptly [illegible] to assist the achievement:

(i) [illegible] HOPE and/or its Representatives pursuant to this Agreement and [illegible] in the market which [illegible], in the identities of any of the LLP Key Vendors, and a BOP which makes it necessary or expedient [illegible] in accordance or any document delivered pursuant to this Agreement (including [illegible]);

(ii) provided [illegible] HOPE's own diligence exercise, which may be conducted [illegible] or determining that they would or would reasonably be expected to cause or result in any of the Conditions Precedent not being satisfied or being delayed in relation of the generality of the Agreement or would or would reasonably be expected to materially [illegible] or to the [illegible] result in a Material Adverse Effect;

provided that, notwithstanding anything contained in this Clause 6.1, no information provided to HOPE, subsequent to the Execution Date, [illegible] or the effect of amending or qualifying any Representation, or any other term of the Agreement, and no such information disclosed shall affect or prejudice HOPE's right to terminate under this Agreement;

(iii) provide HOPE, and its employees, representatives, advisers, lenders and agents with access to the books and records of the LLP and the LLP's personnel, the Assets, the Debts, the Project Land, and to the personnel of the Partners or its Affiliates, who are involved in the LLP's business. A bundle of the documents shall

[illegible]

(ii) [illegible] copies of:

(A) any filings or reports filed by the LLP or the Partners or Designated Partners in relation to the LLP, the Business or the Project Land with any governmental authority; or

(B) [illegible]

[illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

(vii) [illegible]

(viii) [illegible]

[illegible] of the LLP;

(A) [illegible] in excess of the amount in Item 7 [illegible] days [illegible] Period of [illegible];

(B) [illegible] Ed [illegible];

(C) [illegible];

(iv) provide [illegible] reasonable of the terms and purpose of the [illegible] of the Contribution [illegible] and promptly provide [illegible] such [illegible] [illegible] reasonably requested;

(v) [illegible] with the LLP Agreement in every [illegible] the Business in the Ordinary Course and in compliance with all applicable Laws, and provide all [illegible] [illegible] [illegible]

[illegible] as a [illegible] of the [illegible] Person;

(b) [illegible] Tranche [illegible] (A) any Tranche Agreement; (B) any Letter of Credit; and/or any (C) Exempt; (D) any Tranche Agreement; (E) any Letter of Credit; (F) any agreement or indenture or [illegible] any such [illegible];

(c) [illegible] company is accountable for the Tranche or [illegible] any Tranche Agreement [illegible] (A) the Aggregate Commitment [illegible] (B) the lesser of the [illegible] reporting the Parent and the Parent Limit; or [illegible] or management [illegible] Parent;

(d) [illegible] of any [illegible] [illegible] in accordance with [illegible] Rogers Fully [illegible] in the aggregate;

(e) [illegible] or agreed to [illegible] [illegible] [illegible]

the foregoing;

(b) [illegible] period the LLP's accounting records or the LLP's [illegible];

(c) [illegible] the case of an [illegible] or [illegible] including [illegible] of any amount by the LLP or delivery for [illegible] of any amount to the LLP or delivery for [illegible] of any amount to the LLP's [illegible] or default, or the occurrence of any Financial Commitment;

(d) [illegible] any [illegible] or compromise any [illegible] with respect to any [illegible] or [illegible] any [illegible] or [illegible] [illegible] or [illegible] [illegible] [illegible]

Partners, to any of their respective officers, ADEs, or employees of the LLP or to the Knowledge of the LLP or the Partners, nor authorized agents of the LLP engaged by the LLP for the issuance of the Securities or the Notes.

8.1 During the period between the Execution Date and the Closing Date, neither the LLP, the Partners, nor any of their respective ADEs, officers, or employees or the Knowledge of the LLP or the Partners, none of the consideration agents engaged for the purpose of this Business or the Project, will make promises to make or offer to make any Improper Payments (i) to or for the use or benefit of any Government Official; (ii) to any other Person either for an advantage or implicitly, with knowledge or reason to know that any part of such Improper Payment will be directly or indirectly given or paid by such other Person, or will continue such other Person for Improper Purposes; (iii) to any other Person either for an advantage or implicitly, with knowledge or reason to know that any part of such Improper Payment will be directly or indirectly given or paid by such other Person, or will continue such other Person for Improper Purposes; or (iv) to any other Person or entity, in violation of Anti-Corruption Laws.

8.2 During the period between the Execution Date and the Closing Date, neither any of the Partners or the LLP, nor any of their respective officers, ADEs, or employees or to the Knowledge of the LLP or the Partners, any other agent engaged for the purpose of the Business or the Project (collectively, "Government Officials") or Corporation (collectively, "applicable"), the Partners and the LLP shall notify IDFC immediately, or the IDFC party, and IDFC reserves the right to take such precautions and actions that are reasonably required to assure compliance with applicable Anti-Corruption Laws.

8.3 During the period between the Execution Date and the Closing Date, if any Government Official, business contractor, agent, or director or employee, whether direct or indirect, of the LLP or the Partners, or affiliate, any agent or broker, violates or has violated or is reasonably investigated for any violation or any prospect to be made to IDFC pursuant to this Agreement, except any Government Official, other than for a bribe or violation of the Partners in connection with their respective businesses, then the LLP and the Partners shall notify IDFC immediately in that IDFC, upon and thereby reserves the right to, immediately terminate such action that may be opportunity to comply compliance with the Anti-Corruption Laws.

8.4 The LLP and the Partners acknowledge and agree that IDFC is undertaking the transaction with prudential funding(s) for loans to be disbursed by the LLP after the Closing Date. In this regard, the LLP shall provide any information including in relation to the LLP, Project, Project Loan or Partners, Borrower and/or respective subsidiaries sought by the said funding(s) of IDFC.

9. REPRESENTATIONS AND WARRANTIES OF THE WARRANTOR

9.1 The Partners (the "Warrantor") represent and warrant to IDFC that, as of the Representation date, hereunder and upon consummation of any report to IDFC the Execution Date and the Closing Date, and notwithstanding any other report or notice of the Closing Date,

9.2 Subject to full or disclosed by the Full and Fair Disclosures which under the Disclosure Letter, the Representations shall be deemed to be reported as of Closing Date in relation to the facts and circumstances then existing as if indicated in the Representations on the Execution Date www.idfcbank.co but Closing Date

7.7 None of the Representations shall be limited or modified by any actual or constructive knowledge on the part of [illegible] or any of their [illegible] officers, directors or agents, [illegible] or otherwise by reason of any investigation or [illegible] or any other matter or circumstance, [illegible] or otherwise, except as specifically set forth in Section 7.8 of the Disclosure Letter.

7.8 None of the Representations shall be construed as a separate representation and shall not be limited by the terms of any other Representation or warranty or by any other term of this Agreement, but in the event and to the extent that any such Representation expressly provides an exception, condition or qualifying phrase in relation to a determination as to that result in such Representation, such exception, condition and qualification shall be applicable only and limited to such Representation and shall not, and shall be in no way construed or deemed to apply to or to modify, continue or qualification to any other Representation or warranty made in this Agreement unless and to the extent expressly stated to apply to individual Representations and warranties.

7.9 Any obligations contained in the Covenants which relate to any Representation the reference to the corresponding paragraph of SCHEDULE IV shall only apply to such Representation with respect to any Representation that shall not, and shall not be construed to apply to, any other paragraph of SCHEDULE IV or any other Representation, warranty, covenant or obligation contained in this Agreement.

8. REPRESENTATIONS OF BUYER

8.1 BUYER hereby represents and warrants that:

(a) It is duly organised, and is validly existing under the laws of its incorporation;

(b) It has the power and authority and has taken all corporate action to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement;

(c) The Aggregate Sale Price shall validly issued, fully paid and non-assessable shares of the Buyer Shares, free and clear of any Encumbrances, other than those arising as a result of any action taken by the Sellers.

9. COVENANTS AND AGREEMENTS

9.1 Following the Closing, the Parties shall execute all forms required to complete the transfer of BPTL, all conditions as set forth in SCHEDULE IV shall be completed and fulfilled within the time frame specified therein (the "Condition Completion Period") or as the relevant Date Extension granted by BPTL in writing (which conditions collectively shall be the "Conditions Subsequent").

9.1 Without limitation to the generality of the foregoing, (a) it is an requirement that BPTL, the Parties shall promptly and in good faith [illegible] the Conditions Subsequent, including with a view of obtaining supporting documents and (b) prior to making any application to any Governmental Authority or responding to any queries or correspondence from any Governmental Authority, the Parties shall provide BPTL an opportunity and a reasonable period to

[illegible]

[illegible]

(c) **[illegible]**

(d) **Cross-Serve**

[illegible]

(e) **Travelling**

(i) [illegible]

(ii) [illegible]

(f) **Payment of Tax Schemes, [illegible]**

[illegible]

(g) **Transfer of Income Tax Refunds**

(i) [illegible]

(ii) [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(iii) The Partner will promptly advise and report to the settlement in which the Due Tax Refund was to be transferred. All fees and / Taxes, if any, of implementing such consultation, shall be borne by Partner 1.

[illegible] In the event, any 'excess' cash payment from the LLP, in excess of the amount contemplated under paragraph 'vi' of [illegible] the same will be promptly paid as certified by the Partners.

[illegible] In the event for reason of Unexpected Circumstances any further expenses to be incurred in the Project or any Refund not to be received by the LLP as the Taxes or refunds or what is being accrued to of the Disconnection as account of other tax been passed to the LLP with the amount refunded written or in the transactions to the Income Tax, the Partners will proportionately contribute the same in their respective.

[illegible] The Partners shall procure the LLP to be a partnership existing in Washington Tax Shed Loan Regulations, New Delhi 110017 at its registered office and consequently permit the LLP to maintain its records, finances, [illegible] in [illegible], provided a change in its registered office. Partners shall execute any documents required by [illegible] to its records, change their names of which shall be intimated to [illegible] in the LLP.

[illegible] The business shall commence and the commencement and completion of Warehouse 1 shall not commence any parking records under Application Law and the commencement commencement in respect of the Warehouse 1 and Warehouse 2.

[illegible] Either and Partner being connected to, profits or not, under or domestic income [illegible] any Governmental Authority, or, minister in the [illegible] of the various [illegible] shall of participants of the LLP, the Partners, shall, or they may not notify the Authority, payment to the relevant Governmental Authority, cause the LLP or [illegible] the [illegible] payment in the specific [illegible] Project [illegible] not to be [illegible] in the [illegible] contained in Clause [illegible].

[illegible] The [illegible] Due Tax Refund Sum, the Partners shall indemnify and [illegible] to procure or [illegible] Goods Purchase Notify Goods ("PNC") [illegible] the [illegible] or [illegible] deposit [illegible] in to established by the LLP in PNC account to [illegible] of the [illegible] [illegible] March 31, [illegible] [illegible] the [illegible] result to the Partners [illegible] the other partner, [illegible] PNC. In the event that PNC [illegible] [illegible] the LLP, the Partners, shall be [illegible] [illegible] [illegible] of [illegible] [illegible]. All the Partners intend to protect [illegible] [illegible] [illegible]

10.1.1 The Partners shall promptly provide all necessary documents, information and otherwise extend full cooperation as reasonably requested by the LLP Tax Representative in connection with the preparation of the annual tax returns of the LLP in respect of the Book in respect of the Book of FOR 11.10.10.100 ("**The Book (Large)**"), and (b) promptly provide to them the full and accurate information required in applicable Law) regarding calculations of the amounts for Tax Book Charges. It is clarified that the Partners shall not be responsible for any information or data required.

10.1.2 The Partners shall promptly provide all necessary documents, information and otherwise extend full cooperation in relation to (Date 10) the LLP of Tax Statements of Accounts & Advance in LLP Form 8 with the RoC for each of the financial years – (i) 2019-20, (ii) 2020-21, and (iii) 2021-22. It is clarified that the Partners shall not be responsible for any information or data required.

10.1.3 **DP World Arrears:**

(a) The Partners shall cause a first payment of the Outstanding Refund Entry Company Arrears LLP to accountants with (Amount 10.1.3) multiplied minus within 15 (fifty-five) days from the Closing Date, in accordance and pursuant the following in relation to the DP World Loan Debt:

(i) repayment of the DP World Loan Arrears Allocation, such for an aforesaid amount, in the additional sum to the LLP and the total additional sum to be borne by the Partners;

(ii) reconciliation with the LLP and DP World of value movements of the LLP and DP World for the current quarter and will under the DP World Loan Arrears Allocation for the period between August 30, 2021 and the last date of the billing cycle immediately preceding the date on which Closing was reached (such amount, "**DP World Outstanding Amount**"); and

(iii) payment to DP World of the DP World Outstanding Amount on the LLP.

(b) The Partners shall reconcile the LLP Tax and Allocation between (i) annual amounts paid by DP World to the LLP, and (ii) the actual amount generated by DP World in accordance with the DP World Loan Allocation, from the period commencing on August 30, 2021 and ending on the last date of the billing cycle prior to the date ("**DP World Reconciliation Date**") of payment by DP World of all of the annual amounts payable as per the DP World Loan Allocation as of the DP World Reconciliation Date. Such reconciliation shall be paid by the Partners to the LLP (a) with respect to the period commencing on August 30, 2021 and ending on the last billing cycle prior to November 30, 2021 (such billing cycle, "**The or Partners Billing Cycle 1**") and then (ii) on October 30, 2022 and thereafter (i.e. subsequent billing cycles after the 1st Prepaid Billing Cycle, minus 1 (Partners Billing Cycle) for the purpose of the current amount minus one is a billing cycle.

If a shortfall exists, upon receipt of (i) or the annual amounts paid by DP World to give the DP World Loan Allocation as of the DP World Reconciliation Date, the LLP shall repay (Shortfall) back from the DP World Reconciliation Date, the reconciliation date of Tax and refund as is provided or to be assessed by the LLP.

[illegible] Payment to the LLC;

(b) (i) **Representation of Outstanding Defaulted Party Loans.**

[illegible]

(ii) **Waiver of Set-off.**

[illegible]

(c) PAYMENTS

(i) [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(ii) **Remittance Procedures.**

(a) [illegible]

[illegible]

(19) Third Party Claims.

(19) [illegible]

(20) [illegible]

(21) [illegible]

[illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(1.7) [illegible]

(1.8) [illegible]

(1.9) [illegible]

(1.10) [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(1.11) [illegible]

(1.12) **Limitations on Liability**

(a) [illegible]

(iii) Any Tax Gross-up Payments owed to a Covered and Loan Firm the amount of a tax-all of Dollars' equally Firm for every of the amounts owed provided under such the Tax Loan (in an amount of Concerns to the relevant Tax...

(iv) Any Claim against the Claim shortfall in Clause [illegible] arising from, or in connection with the period on or to [illegible], must be [illegible] [illegible] Firm [illegible] Firm.

(v) A [illegible] against was [illegible] between the Parties to a [illegible] and Rule as Tax Claim [illegible] shall not apply to any Loan account or collateral for the Indemnified Person arising out of relating to or resulting from (a) breach of Permitted Encumbrances, (b) gross negligence, willful misconduct (as determined by the LLP, acting for Purposes or connection with the [illegible] and [illegible] [illegible] for Transaction Documents, (c) a breach of any covenant or undertaking under the Agreement, (d) any Specific Indemnities in (c) for [illegible] (as [illegible] Clause [illegible]) and any [illegible] Claim may be [illegible] [illegible].

(11) **Net Worth Deficiencies**

(i) Each of the Indemnifying Persons shall [illegible] to ensure that [illegible] [illegible] [illegible]

[illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

12 CONFIDENTIALITY AND NON-DISCLOSURE

12.1 [illegible]

(a) [illegible]

(b) [illegible]

Law or compelled to be disclosed by any Governmental Authority to whom jurisdiction the relevant Party is subject, or with whose requirements it is customary to comply, under notice to the other Party (which, provided that the disclosing Party shall give to the other Party a reasonable opportunity to comment on the proposed disclosure, shall, in the every practicable, take a protective order or other appropriate remedy prior to such disclosure) in accordance with the terms of this Agreement.

(iii) To employees, shareholders or partners (collectively, "Representatives") of any Party or its affiliates (or, in the case of Sterling, subject to the disclosing Party obtaining such promise of the recipient(s) upon receipt of such information, and provided that such Party shall continue to maintain the confidentiality status of such information).

(iv) To the extent that such information has been independently developed by a Party without reference to such information, provided that such Party shall

(v) Subject to the IC TEPPL, to any direct or indirect parent company thereof pursuant to IRPC or Rule 10B-5 under the EXPA.

(vi) To the extent that any of such information was previously known or rightfully in the lawful possession of a Party prior to disclosure by any other Party hereunder.

(vii) To the extent reasonably by a Party for the enforcement of its rights and obligations under this Agreement, and

(viii) Subject the Closing Date, and consistent with the Parent's Guarantee to WINE.

11.2. Notwithstanding the provisions of Section 11.1, with effect from the Closing Date

(a) the Partners shall keep confidential LLP Information and shall not disclose to any Person, to and the other Partners, through the LLP Information to any other Person, or use the LLP Information for any purpose;

(b) the LLP and IIPPL shall not require the consent of the Partners to disclose any LLP Information to any other Partner in the LLP Information for such purpose.

11.3 The parties of reference partial disclosure of trade secrets, which is a clear reference to the terms and conditions of this Agreement for any of the benefits referred to herein. Nor be made a contract instead for commencement of the Parties.

11.4 Each Party acknowledges and recognizes that the confidentiality of any of the Parties 11.1 are reasonable restrictions placed on the Parties and a breach thereof would cause loss and injury to the other Parties. Each Party is entitled, without prejudice to any other rights of the other Parties, such other Parties will be entitled to such equitable remedies and the form of injunctive relief, damages or specific performance, by any Person or assignee hereof of the Parties 11.

14. NOTICES

14.1 Any notice, request, consent, [illegible] communication, demand, [illegible] other communication given or made under this Agreement must be in English and in writing and must be given by personal delivery, or by sending by [illegible] registered post addressed to the relevant Party at its address, or to the email address set out below. Such notice, request, consent, communication or demand shall be deemed to have been duly given [illegible] in case of delivery by hand, when hand delivered to the relevant Party, or (2) when sent by registered mail or courier, upon receipt by the addressee and (3) by electronic mail, upon transmission of [illegible] Such notices, requests, consents, communications and demands shall be addressed to the parties at the following addresses (or such other addresses as either Party specifies by notice to the other Party in accordance with this clause):

(a) **Step-Wise:**

Address: [illegible]

Telephone: [illegible]

Email: [illegible]

(b) **Kin-Connect:**

Address: [illegible]

Telephone: [illegible]

Email: [illegible]

(c) **Xin BDPC:**

Address: [illegible]

Email: [illegible]

Attention: [illegible]

Copy to:

Address: [illegible]

Email: [illegible]

Attention: [illegible]

(a) **If to the LLC, prior to Closing:**

Address: [illegible]

Telephone: [illegible]

Email: [redacted]

Attention: [illegible]

(b) **If to the LLC, after Closing:**

Address: [illegible]

Email: [illegible]

Attention: [illegible]

[illegible] Any notice or notice (the) to be deemed to have been duly given (i) in case of delivery by hand, when actually delivered to the other Party, or (ii) when sent by recognized overnight courier, upon receipt by the addressee, with the [illegible] shall, upon a reasonable [illegible] of [illegible] to be satisfied the value of the Parties' rights for [illegible], subject the [illegible] a message indicating [illegible] delivery.

[illegible] A Party may change its applicable [illegible] address given above, or designate additional addresses, for purposes of this Clause 15 by giving the other Party written notice of the new address in the manner set forth above.

16. TERM (TERMINATION)

16.1 Term.

This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until [illegible] unless it is terminated in accordance with Clause 16.2 below.

16.2 Termination.

(a) This Agreement may be terminated prior to Closing at the option of [illegible], by written notice to the LLP and the Purchaser, if:

(i) the Conditions Precedent have not been complied by the satisfaction of [illegible] by the CP Fulfilment Longstop Date (unless waived or extended in accordance with [illegible]);

(ii) [illegible] Representations, or [illegible] not true & [illegible]

(c) [illegible] in the [illegible] [illegible] or [illegible] of a Material Adverse Effect;

(d) [illegible] is liable to compensate for [illegible] accomplished in this Agreement or [illegible] of a change, modification, [illegible] or clarification of any applicable [illegible] Rule [illegible] Exchange Data or the [illegible] [illegible] or other [illegible] Change, in [illegible] [illegible] to clarifications [illegible] for [illegible] [illegible] any Governmental Authority or [illegible] [illegible] or [illegible], [illegible], [illegible] prohibited or [illegible] illegal or [illegible], [illegible] [illegible], the [illegible] of the [illegible] [illegible] under this Agreement; or

(e) [illegible] the LLP or any Partner from [illegible] of any Economic Loss;

(vi) This Agreement may be [illegible] at any time [illegible] by the mutual agreement of the Parties;

(vii) This Agreement may be [illegible], in the [illegible] of the Parties, if Clearing does not receive on the Closing Long Stop Date, [illegible] the Parties, any [illegible] [illegible] [illegible] [illegible] by those for Closing and are [illegible] in any of the provisions of Clause 7 (Closing), Clause 8 (Conduct Prior to Closing) and Clause 13 (Miscellaneous);

7.3 Effect of Termination

(i) The right to terminate [illegible] shall be [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] of the Parties;

(ii) The provisions of Clause 7 (Closing), [illegible] (Representations and Warranties), 11 (Confidentiality and Announcements), 14 (General), 15(a), 15(b), 15.1 and 15.2 (Miscellaneous) shall survive the termination of this Agreement;

(iii) The termination of this Agreement shall not relieve any of the Parties of any [illegible] or liability accrued prior to the date of termination.

8. [illegible]

8.1 Execution

Delivery of an executed counterpart of a signature [illegible] [illegible] document in an Adobe™ Portable Document Format (PDF) [illegible] shall take effect as delivery of an executed counterpart of this Agreement. If either method is adopted, each Party shall provide the other with the original of such page as soon as [illegible] practicable thereafter.

8.2 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

10.3 Specific Enforcement.

Notwithstanding anything that is Clause 17 (Dispute Resolution) shall, this Agreement shall be specifically enforceable at the instance of a Party. The Parties agree that the non-defaulting Party will suffer irreparable damage if any material breach of this Agreement and that damages are not a sufficient remedy for any material breach of this Agreement and that, notwithstanding any other rights or remedies it may have, and to the extent permitted by applicable Law, an injunction or other equitable relief may be sought by the non-defaulting Party against the defaulting Party. The remedies of the non-defaulting Party under this Agreement, in addition to any and all other legal or equitable remedies available to it,

10.4 Entire Agreement.

This Agreement, being with the other Transaction Documents, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written negotiations, understandings and agreements, between the Parties with respect to the subject matter hereof.

10.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of [illegible] without regard to the conflicts of laws principles.

10.6 Severability.

In the event any of the provisions of this Agreement which is deemed to be unenforceable shall be ineffective to the extent of such invalidity or unenforceability without affecting any other provisions hereof. If for any reason whatsoever, any provision of this Agreement is to be invalid or is declared to be invalid by a court of competent jurisdiction, for any reason, then, in such event, the Parties will negotiate in good faith to agree on such provision to be substituted, which shall [illegible] shall, to the extent permitted, [illegible] the Parties to the extent of such invalid provisions in the most practicable, [illegible] as [illegible].

10.7 Amendment.

No change, amendment or modification to this Agreement shall be effective unless in writing and passed unanimously by the Parties (other than the Defaulting Party) [illegible].

10.8 Rights Cumulative.

(a) The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by [illegible].

(b) No failure or delay on the part of any Party in exercising any right, power, privilege or remedy under this Agreement shall impair such right, power, privilege or remedy or be construed as a waiver thereof or of any other right, power, privilege or remedy.

(c) The rights or powers of any right, power, privilege or remedy under this

Agreement (the "Agreement") and Further as a date set forth in the preamble of this Agreement (the "Effective Date"), pursuant to, subject to, and in reliance on the representations, warranties, and covenants set forth herein, and in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1.1.1 Interpretation and Acceptance

(a) Unless otherwise expressly provided herein, the Parties hereby acknowledge and agree that, for purposes of this Agreement, the Parties shall be deemed to have accepted, and shall be bound by, any and all terms, conditions, and provisions set forth in Section 1.1.1 of this Agreement, including, without limitation, the terms, conditions, and provisions of Section 1.1.1(b) and Section 1.1.1(c) hereof, and shall be deemed to have waived any and all rights, claims, and defenses arising from or related to the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, no Party shall be deemed to have waived any right, claim, or defense arising from or related to the foregoing, unless such waiver is expressly set forth in a written instrument signed by the Party to be bound thereby, and such waiver shall be strictly construed and shall not be deemed to constitute a waiver of any other right, claim, or defense, whether similar or dissimilar, or a waiver of any other provision of this Agreement, or a waiver of any other right, claim, or defense arising from or related to any other transaction, agreement, or instrument, whether or not such other transaction, agreement, or instrument is contemplated by this Agreement.

1.1.2 Costs and Expenses

(a) Except as otherwise provided in this Agreement, each Party shall pay its own costs and expenses in connection with the preparation and performance of this Agreement and the consummation of the transactions contemplated hereby, including without limitation, all fees and expenses of legal and financial advisors, accountants, consultants, and experts.

(b) All fees, duties, and taxes (collectively, "Taxes") imposed by any Governmental Authority in connection with the execution, delivery, and performance of this Agreement shall be borne by the Party upon which such Taxes are imposed, levied, or assessed, and each Party shall timely file all returns, reports, and other documents required to be filed with respect to such Taxes.

1.1.3 No Waiver

No waiver of any provision of this Agreement or any right or remedy hereunder shall be valid unless the Party shall be affected by such waiver shall be in writing, and signed by a duly authorized representative of the waiving Party. A waiver in one instance shall not be deemed to be a waiver in any other instance, or to prevent the exercise of any other right or remedy. No delay or failure on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

1.1.4 Counterparts; Execution

This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or electronic mail in portable document format ("PDF") shall be deemed to be equivalent to delivery of an original executed counterpart hereof. The Parties shall execute and deliver such other documents, instruments, and agreements as may be necessary or desirable in order to give full effect to the Agreement and the transactions contemplated under this Agreement, whether prior to, after the Closing Date. Notwithstanding the foregoing, this Section 1.1.4 shall not constitute a Party's consent to execute or deliver any document, instrument, or agreement, or the Parties' obligations under this Section 1.1.4 shall not constitute, and shall not be deemed to constitute, a waiver of any right or remedy of such Party with respect thereto.

1.1.5 Reservation of Any Rights

This Section 1.1.5 is intentionally left blank. Neither of the Parties shall have any rights, powers, or authority to bind, act, or represent the other on behalf of, or cause any third person or Entity to act or otherwise perform, for other Parties except as specifically provided by the terms hereunder. Nothing in this Agreement shall be construed to create, or constitute, an obligation to

[illegible]

10.1.4. [illegible]'s Representations

(a) [illegible]

(b) [illegible]

10.1.5. No Recourse

[illegible]

[illegible]

8.14 No Use of Shakeitup Name.

[illegible]

11.11 Linking Net Coupon.

[illegible]

[illegible]

[illegible]

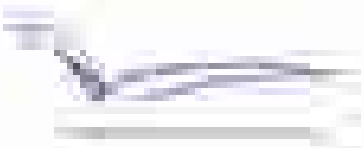
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR HEREINABOVE MENTIONED.

[illegible]

[illegible]

[illegible]

[illegible]



[illegible]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED, THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

[illegible]

Authorized Signatory

Date: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

For SUDEEPTI INDUSTRIES PAMPA PRIVATE LIMITED

Authorised Signatory

Name:

Title:

SCHEDULE I

CAPITAL GOODS DEDUCTION

PART A – ADDITIVE DEDUCTION RATE

S.No.	Name of Plant	Capital Goods Investment (Rs.)	Deduction Rate
1	Grain Tube	5,200	50%
2	[illegible]	[illegible]	35%

PART B – ADDITIVE DEDUCTION RATE DEPENDENT ON AFFIX CLOSING

S.No.	Name of Plant	Capital Goods Investment (in Rs.)	Deduction Rate
1	BPC	32,000	50%

SCHEDULE 3

CORRECTION PROCEDURE

1. Each of the Representations shall, in form, substance and date (including as may required by all the Governing Documents of the Closing Date, or through such other standard of such date) fully

2. The Borrower and the LLP shall have complied in all respects with all covenants and other requirements, if any, (provided) required to be performed prior to, simultaneously with or prior to Closing;

3. The LLP shall have received a duly executed certificate in respect of the Aggregate Purchasing Interest, in form and substance acceptable to PIPPL, from a qualified purchaser holding or a duly qualified intermediary acceptable to PIPPL, from a qualified purchaser holding or a duly qualified intermediary acceptable to PIPPL, stating that the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and Income Tax Act, 1961 and 2019 Income Tax Rules, 1962 had not materially changed and Foreclosure;

4. The Pledgor shall have and shall have received the LLP's take of investment written in order required for environmental the transactions contemplated under this Agreement or PIPPL's satisfaction;

5. The [illegible] shall, in a reasonable likely to adversely affect the interests, from a Material Adverse Effect shall have occurred or be threatened to occur;

6. The Pledgor shall have delivered to PIPPL, the Conditions Precedent satisfaction Letter and shall have received to such satisfaction, (Notice only continuous written notice of such of the Conditions Precedent required to be satisfied prior to the Closing Date;

7. The Pledgor and the LLP shall have obtained a certificate from a lawyer acceptable to PIPPL confirming the applicable laws of all transactions contemplated by the LLP;

8. The LLP and Pledgor will further deliver to PIPPL and Reliance Property and Property Management Services Limited ("Reliance Property") to identify the [illegible] pursuant to Schedule 1 and Schedule 2 and the rights and obligations as mentioned in these transactions;

9. The LLP shall have made applications in form and manner acceptable to PIPPL, for disclosure of securities [illegible] and [illegible] in Schedule II, [illegible] Nos. [illegible] and [illegible] [illegible] (i) [illegible] [illegible] [illegible] [illegible] (Non-OEC Nil), and the Price Value for [illegible] [illegible] [illegible] [illegible]

(a) MYSE Development Private Limited ("MYSE DP");

(b) Yamuna Infrastructure Private Limited;

(c) Parent, L and

(d) Parent 2,

in their individual capacities as mentioned in IDPE, namely, (a) the promoters of the Contracting Related Party Lessee (as the term applies to the relevant Parent) and (b) the ultimate of their assets, as at other Set Closing Date in each Parent, of the Gas shall cease to be Parties from the LLP, conditional provided a Bid and Notice of their withdrawal.

(b) The LLP shall have (c) provided Initial mandatorium (where (i) they and mandatorium permissible to IDPE, from each of the manner relating withdrawal mentioned 2.8 2.10(b)); and (X) written off any advances which are not recoverable from any member.

(c) The LLP shall have (a) filed the Share transfer Form specified (SC-1 (1)(b)) a Transfer and Acceptance in Form and advances permissible to IDPE, pursuant to the applicable Foreign Disclosure Laws, and (b) provided a copy of filings other Obligations of withdrawing.

(d) The LLP shall have Valid (i) of Parts 1 to secure the terms of the economic and Economic (i.e. Agreement Initial Required (1 - 4)) and assigned to Lenders.

11. Each of the Contracting Party and Nile Estate Parent Limited shall have adopted an employee retention program which shall take effect on and from Closing Date and include a retention payment scheme designed to secure compliance by the Contracting Party's designated employees and agents with applicable Anti-Corruption Laws and include and provide remuneration packages for such individuals in such form as Parent shall determine in PDPE's absolute discretion.

12. The LLP shall have entered into a duly stamped addendum ("DIP Model Lease Addendum") to the Lease Deed dated September 16, 2011 ("DIP Model Lease Deed") with Delta Energy Lease Private Limited ("DIP Model"), in form and substance reasonably acceptable to IDPE, which provides: (i) for annual payable rent of $1 (dollar), which is in accordance with the DIC Site Washington 2 and is not less than $20,999 (Dollar 2,444 Thirty Thousand Four Hundred Ninety Nine) under the (ii) the commencement date being August 29, 2012, and (iii) the aggregate monthly rental payment which is not less than INR 16,28,991 (Indian Rupees Fifty Six Lakh Twenty Eight Thousand Nine Hundred and Eighty Nine).

13. The Parents shall have (a) procured a certificate from an independent chartered accountant in form and substance acceptable to IDPE, confirming that there are no pending proceedings against the Parents which would adversely affect payment of the Subscription Amount under section 27 of the Insolvency Act (49), and (b) provided IDPE with a copy of the resolution of the Parents for dissolution, which shall be not earlier than 3 (three) days prior to the Closing Date withdrawing the Petition and no further proceedings against the Parents which would adversely affect a member of the Parent (the "Parent Member") of the IP Act.

SCHEDULE B1

CONDITIONS PRECEDENT SATISFACTORY TO US

[Insert prior to the Closing Date]

To:

[illegible]

Re: LLP Acquisition Agreement dated _____ (the "Agreement") entered by and among [illegible]

We refer to the Agreement entered by the parties hereto. In this letter, all capitalized terms used but not defined shall have the meaning given to them in the Agreement.

[illegible]

1. The Company, Promoters, [illegible] Ltd. and SUBSIDIARY have been incorporated and [illegible] [illegible] Procedure Rule [illegible] [illegible] [illegible] and certified copies of the [illegible] [illegible] of the Company Development Incentive Scheme.

2. To [illegible] data hereof, no event which is [illegible], or reasonably likely to, materially [illegible] the operations [illegible] Material Adverse Effect [illegible] [illegible].

3. We have complied, and [illegible] complied, in all material respects with all material [illegible] [illegible] in the Agreement [illegible] to be performed [illegible] [illegible] with us on [illegible] the Closing.

4. Each of the Subscriptions [illegible] [illegible] [illegible] [illegible].

[illegible]

[illegible]

Yours [illegible]

Authorised Signatory

Name:

SCHEDULE IV

REPRESENTATIONS AND WARRANTIES

Each of the Company and Investors (the "[illegible]") represents and warrants to the Investors and the Company (the "[illegible]") that the following statements are true, accurate and not misleading as of the Execution Date or the Closing Date (as the context may be):

1. **Power and Authority**

1.1 Each of the LLP and the Partners has the power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated by the Transaction Documents (the "[illegible]") and has taken all necessary corporate or other action required to authorize the execution, delivery and performance of the Transaction Documents (the "[illegible]") and the transactions contemplated thereby.

1.2 Each of the Transactions is a transaction in India as per the provisions of section 2(42) read with section 6 of the Income Tax Act, 1961 and a permanent establishment in India as per the provisions of Section 92-F of the Foreign Exchange Management Act, 1999.

1.3 Each of the Transaction Documents is enforceable from the date hereof against the Parties in accordance with its terms.

1.4 The Transaction Documents (to which it is a party) do not violate any law, rule, regulation, order, judgment, decree or other restriction of any court or governmental authority, or any contract, agreement or other instrument to which any of the LLP and the Partners, and constitute legal, valid and binding obligations of such parties, enforceable against it in accordance with its terms.

2. **Organization and Authorization**

2.1 The LLP is a limited liability partnership duly incorporated under the provisions of the Act and is duly organized, validly existing and in good standing under laws of India.

2.2 The LLP has full corporate power and authority to own, lease and operate its properties and to carry on the Business as now conducted.

2.3 The LLP is a subsidiary of [illegible] and does not [illegible] under the Foreign Exchange Laws.

2.4 The Capital Commitment of each Partner as set out in the Transaction Documents and the Closing Date constitutes valid and legally binding obligations of such Partner, which is enforceable against such Partner in accordance with the Transaction Documents and the Partnership Deed.

2.5 The Partnership Interest which shall be acquired by [illegible] on the Closing Date shall constitute and represent 100% [illegible] and shall be free and clear of all encumbrances, liens, claims, charges, security interests or other rights of any nature whatsoever.

2.6 The [illegible] of the LLP have been authorized by, in compliance with applicable laws, and all corporate action, including, but not limited to, the [illegible] of the LLP and the Partners under applicable laws (and have duly and validly authorized and all corporate action required to be taken in connection therewith) [illegible]

(d) The Original LLP Agreement constitutes the entire understanding of the Partners and the rights of the Partners in respect of the LLP, (e) the term or existence of any Partner and the LLP.

1.8 Except as set out in this Agreement:

(i) There are no rights or remedies which arise or may accrue any Person by reason of the LLP Investment or otherwise, including any implied rights of Exit (if) or other similar rights or remedies or a Lien date;

(ii) There are no representations or other arrangements or understandings between the Partners in the Original LLP Agreement with regard to the (a) existence or scope of Exit Liability or (b) the value or Schedule of the Partners and the LLP;

(iii) There are no side/collateral agreements, letters, notes or other arrangements or understandings with respect to the voting of any Partnership interest; and

(iv) The LLP has not issued, outstanding or bonds, notes or other securities or is obligated to issue any of the Partnership Interest after the Transaction Date.

1.9 There are no accrued and unpaid Interests or other payments or other amounts due and payable by any Partnership Entity.

1 General Map of Partnership Interests

1.1 The Partners are the sole legal and beneficial owners of Their respective Partnership Interests.

1.2 The Partnership Interest, and all securities, instruments given to the Lending, pledge and assignable title to their respective Partnership Interest, free and clear of any and all Encumbrances with full right and authority to sell and deliver the same to IDPTC under this Agreement. On transfer of the Partnership Interest to IDPTC on the Closing Date (IDPTC Acts) a valid and enforceable title to the Partnership Interest, free and clear of any and all Encumbrances.

1.3 The Partners are a duly JCC and Court Partner and incorporated respective Partnership formed in compliance with the Original LLP Agreement and all applicable Laws. All amounts payable to be published by the LLP under all applicable Laws (in a Nominal) and those performed in respect of compliance of the a Partnership Interest and all tax, duties and other income that whether not been duly and timely paid.

1.4 The Partners are not, and any person on their behalf, does or omitted any act whereby the grant of the Partnership Interest has to deducted or withdrawn or not of the Transaction Documents enforced void a condition.

1.5 Under of the LLP the Partners or any of their respective Affiliates (or a material interest are parties to any agreements, or commitment or obligations or acts or events and Transactions that in effect the Partnership Interest proposed to be granted to IDPTC and as hereby if the LLP been subject to disposed, by any Person to be entitled of operation Encumbrances.

[illegible]

[illegible]

[illegible]

6 **Conflicting Laws, Governmental Consents and Governmental Approvals**

6.1 [illegible]

(a) [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

(b) [illegible]

6.2 [illegible]

8.1 [illegible]

8.2 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

6.6 No Governmental Officials or [illegible], to [illegible], individual [illegible] or [illegible] the LLP or the Partners, or have any legal or beneficial interest in the proceeds [illegible] of "[illegible]" contemplated in the Transaction Documents.

6.7 The LLP has adopted internal controls sufficient to ensure that transactions of Anti-Corruption Laws are promptly recorded and [illegible].

6.8 No Order has been issued by the U.S. [illegible] or [illegible] to restrain, [illegible] or [illegible] the [illegible] or [illegible] the [illegible] or [illegible] the LLP. There are no proceedings under any applicable insolvency, or similar Laws concerning the LLP and no [illegible] under applicable Laws, [illegible].

6.9 The LLP and the Partners have no knowledge of the existence of any Covered Data (prohibited Partner, within the meaning of section 9505(b) of the U.S. Internal Revenue Code of 1986, [illegible] or the [illegible] of the [illegible]). The LLP has provided PIPPA, [illegible] and [illegible] to the holders of the Membership Interest in of the date hereof, and [illegible] regarding any voting rights, powers or [illegible] of voting in a single. The LLP and the Partners have affirmed all [illegible] in PIPPA, [illegible] to [illegible] by Transferees. There were no [illegible] Partners.

6.10 The Gas have never received an offer or an inquiry or proposal resulting in a Material Adverse Effect before, before or after the Closing Date.

6.11 Compliance with Economic Sanctions

(i) Neither the LLP, the Partners, or their respective SDN's affiliates, its employees, or to the knowledge of the LLP or the Partners, any other authorized agents engaged for the purposes of the Provision of Physics or a Sanctioned Person, or otherwise a person or entity with which transactions are prohibited under any Economic Laws.

(ii) None of the LLP, the Partners or their respective SDN's affiliates, its employees, and to the knowledge of the LLP or the Partners, any authorized agents engaged for the purposes of the Physics or the Funds, [illegible] and for the purpose of financing the activities of [illegible] Sanctioned Persons, [illegible] or in [illegible] or [illegible] of any Economic Laws.

(iii) The Partners LLP [illegible] any material payment under the Transaction Documents or the relationship proposed herein, for the purpose of financing the activities of any Sanctioned Person, or otherwise in violation of any Economic Laws.

6.12 Compliance with Anti-Money Laundering Laws.

(i) None of the LLP, the Partners, nor their Affiliates, nor, to the knowledge of the LLP, the Partners, any [illegible]

[illegible] (any applicable Anti-Money Laundering Laws).

(iii) The operations of the LLP have been conducted at all times in compliance with applicable Anti-Money Laundering Laws. The LLP has not, (regardless of knowledge, or knowledge to any Party to transactions with the Business or Property) ever dealt with Proceeds of Crime (illegal activity or income).

6.11 Books of Account.

(i) The LLP (A) keeps books and records which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Assets of the LLP, and (B) maintains a system of internal accounting controls sufficient to provide reasonable assurance that:

(I) transactions are executed only in accordance with authorization of management and specific authorizations;

(II) transactions are recorded as necessary (A) to permit preparation of financial statements in conformity with Accounting Principles or any other criteria applicable to such statements, and (B) and to maintain accountability for Assets;

(C) access to Assets is permitted only in accordance with the management's authorization; and

(D) the recorded accountability for Assets is compared with the existing Assets at reasonable intervals and appropriate action is taken with respect to any differences; and

(ii) [illegible] or omission, or misrepresentation of [illegible] in accordance.

7 Absence of Litigation.

7.1 There is no litigation (whether by way of [illegible] action or appeal or otherwise), proceeding or disciplinary action [illegible] by the LLP against any Third Party or by a Third Party against the LLP and/or the Business, or any dispute which is likely to result in litigation by the LLP and/or the Partners against a Third Party or by a Third Party against the LLP and/or the Business.

7.2 Without limiting the generality of the foregoing, there is no litigation against the LLP and/or the Partners that may, if successful, result in a material change in the [illegible] relationship between the Business Component (or other Assets of the LLP), including the Property and the Partners [illegible].

8 Not Employees.

The LLP is not the employer or principal or provide all any shares or other capital security [illegible] (whether or not registered) or will not, and does not volunteer [illegible] any Partner, whether directly or indirectly, whether through the ownership of securities by Partner's Control [illegible] of Business or by [illegible] or whether [illegible] or indirectly to [illegible].

9 Personal Guarantees.

(a) True, correct and complete copies of the Delivered Financial Statements have been provided to MBPX, prior to the Closing Date.

(b) The Financial Statements of the LLC, including the Delivered Financial Statements, and the notes thereto, present fairly and accurately in all respects the financial position and results of operations of the LLC, as of the respective dates and for the periods set forth therein. The Financial Statements and Equity Interest Information are prepared in accordance with applicable Law and Accounting Principles consistently applied and followed throughout the period indicated, and are true and correct in all respects. The balance sheets reflected in the Financial Statements present true and complete representations of the assets and liabilities of the LLC as of the dates specified therein. The LLC has established and maintains, adhered to and enforces a system of internal accounting controls that are sufficient to provide reasonable assurances regarding the reliability, completeness and accuracy of financial reporting and the preparation of the Financial Statements in accordance with applicable Law and Accounting Principles.

(c) The LLC has books, records and accounts, in reasonable detail, that accurately and fairly reflect:

(i) The transactions and dispositions of the assets of the LLC;

(ii) The receipts and expenditures of the LLC in accordance with a customary bookkeeping system;

(iii) All other information of such nature customarily maintained in the commercial records under applicable Law and Accounting Principles.

(d) All accounts and notes receivable of the LLC have arisen from bona fide transactions in the Ordinary Course and are genuine and collectible in accordance with their respective terms, subject to the aforementioned allowance for doubtful accounts. There are no defenses, set-offs or counterclaims.

(e) All amounts or data contained in or provided to the vendors of the LLC are collected in a bona fide and fair manner in accordance with the Delivered Financial Statements, and are not, or determined figures (as amended) in any way provided or misrepresented by the LLC.

(f) The Delivered Financial Statements have adequate provision for all Tax for such dates the LLC is liable for or subject, all any transactions or events occurring on or prior thereto for the periods covered thereby.

(g) The LLC does not possess any off-balance sheet assets or assume any type of liability, contingent or actual.

(h) The Delivered Financial Statements fully and fairly reflect, in accordance herewith, the financial condition of the LLC, as of the dates stated, and results of operations and changes in financial position.

(i) All Company records and accounts of a type or nature that are customarily kept in the Ordinary Course of business.

(j) **Liabilities and Financial Indebtedness.**

(i) Except as disclosed in accordance with provisions set forth in the Delivered Financial Statements, the

The LLP does not have any outstanding Payment Indebtedness or other borrowings Liabilities as of the respective dates. All the Financial Indebtedness or other borrowings or Liabilities recorded by the LLP have been used [illegible] the construction of the Completed Townhomes.

(b) Except as disclosed in the Debenture Trust and Hypothecation (i) the LLP does not have any other Liabilities of any other nature, including any Liabilities that are not recorded in its books of accounts, that have not been taken into account in preparation of the balance sheet in accordance with Accounting Principles; and (ii) the LLP has not issued, formed, or formed up (or [illegible]) in [illegible] in accordance with the accounting or audit practices applicable as a basis consistent with the prior practices of the LLP [illegible] or any [illegible] or [illegible] of the Parties.

(c) The LLP is not liable to any [illegible] or [illegible] or other similar arrangements.

(d) The LLP has not received any notice in respect of any Commercial Dispute or any Financial Indebtedness which is overdue or [illegible].

(e) The LLP has not defaulted (including in respect of repayment of any Financial Indebtedness including interest payable thereunder) in accordance with the agreed terms of making disclosures were not by a [illegible] or [illegible] of deficit [illegible], [illegible] [illegible] [illegible]

11.1 **Taxes**

11.1.1 All payments, taxes, interest, penalties, charges and other amounts with respect to the Project or the Project Land payable by any Governmental Authority which could derange or materially complicate a change of law as the Project or otherwise adversely prejudice or affect the transactions herein have been duly authorized by the LLP and does not conflict with any Governmental Authority to which the LLP is subject.

11.1.2 No payment will be payable to the Vendors or any other Vendor Person out of the Projects. And no material fact or figure is known to exist that any Governmental Authorities or Vendors.

11.1.3 The LLP has validly and retained to its applicable and all other Third Parties, all applicable Taxes payable to be withheld by applicable Laws and has remitted all such Taxes to the appropriate authorities within the time frame hereof.

11.1.4 The LLP will not be responsible for any claim or liability, or, or assume any claim or liability for any Taxes payable for any taxable period (or portion thereof) ending after the Closing Date or a period of any taxable transaction or the Closing Date.

11.1.5 There are no utility proceedings, claims or lawsuits against the LLP in relation to Taxes or any notices in this regard that are pending or threatened. The LLP has not been any liability for any unpaid Taxes which have not been accounted for or received title to the Disclosed Financial Statements.

11.1.6 The LLP:

(i) is not a party to, nor does any agreement, contract, any Tax sharing, Tax allocation or Tax allocation agreement or arrangement; and

(ii) is not, nor was at any time, a member of an affiliated, consolidated, combined or unitary group for any period (or a part) for any joint venture, partnership or other agreement that could be treated as a partnership for Tax purposes, or has any liability for the Taxes of another Person whether as a transferee or successor, by contract or otherwise.

11.1.7 Neither the LLP nor any of its subsidiaries or affiliates is a party to any contract or agreement that, taken together with all other such contracts and agreements, would give rise to the payment of any amount that would not be deductible as an ordinary and necessary business expense.

11.1.8 The LLP has not entered into any contract or agreement that will be subject to section 280G of the Internal Revenue Code.

11.1.9 The LLP is not liable for any Taxes payable to a country other than Canada and the LLP has not been a branch or permanent establishment in a country other than Canada.

11.1.10 The LLP is not resulting with all applicable Laws relating to Taxes and all tax

[illegible]

1.1.1 This LLP is an independent, self-[illegible] partnership organization and all the [illegible] between the LLP and Limited Partners Law have been affirmed as [illegible] herein.

1.1.2 The LLP has [illegible] [illegible] Partners have not as result of the LLP's filed any [illegible] [illegible] with the U.S. Internal Revenue Service or any state [illegible].

1.1.3 The LLP has not been Authorized by U.S. Federal [illegible] prior to the Closing Date, "Blue Sky" [illegible] [illegible] that the classification of such assets for U.S. federal income tax purposes as either an [illegible] or a corporation or as other [illegible] [illegible] [illegible]

12.10 There are no claims, governmental, arrears or defaults payable by the LLP in respect of Taxes that are pending or threatened. No actions, suits or other claims, proceedings, orders or demands have been received by the LLP from any Governmental Authority. All Taxes, duties and payments for the LLP under applicable Law to the appropriate authority or Tax Governmental Authority are paid up to date (whether or not shown as due and payable in the Charge) and the LLP has no liabilities or any Tax. All Taxes which have not been accounted for or provided for in the Delayed Financial Statements. The LLP has no Taxes subject to or is a consortia relief or any group relief, nor is it, nor will it be, subject to any Tax indemnities. There are no actual, pending or threatened Tax investigations or any of the affairs of the LLP which give or reasonably may give rise to any liability to Taxes.

12.11 Any assessments Tax which falls to be collected or like Delayed Financial Statements are [illegible]

12.12 The LLP has complied fully with all statutory requirements relating to the Tax assessment including but not limited to income tax, gross tax, payroll tax, value added tax, selective [illegible] VAT [illegible] VAT [illegible] [illegible] [illegible]

Section 6.3(d) of the LLC Act.

(11.1.2) The LLC has complied with respect to local licenses, all applicable Forms in accordance with Applicable Law and has made payment of such Taxes to the appropriate authorities in a timely manner.

(c) **Partner Tax Warranties.**

(1.1) The Partner is not subject to any Tax payment or exemption as a resident other than India.

(1.2) Therefore in Tax proceedings, provided certain the Partner's tax affairs are determined Lower yield, (i) (ii) multi-period review of Tax under applicable Laws have been determined to be, that (iii) there are no material violations of Tax under applicable Laws pertaining against the Partner.

(1.3) All amounts Taxes that and payable with respect to the Partner, and all Tax returns required to be filed by it, have been filed or, if not yet due, will be timely filed in a manner consistent with Applicable Laws.

(d) **Tangible Movable Property.**

The LLP has good and marketable title to, or has valid leasehold interests in or valid rights under Contracts to use, all tangible movable assets reflected in the Debtor-wise Financial Statements. All tangible movable property owned by the Partner for the benefit of the Partners is reflected in the Debtor-wise Financial Statements. All such tangible movable property is free and clear of any encumbrances and no person other than the LLP has any ownership rights, claims or interests with respect to such tangible movable property, including the right to possess or use such tangible movable property. All such tangible movable property is in good condition and is reasonably free of wear, unusable items and has equipment, and material maintenance, replacements and repairs delayed beyond a reasonable time period. The LLP has not received any complaints from Third Parties with respect to any of such tangible movable property.

(e) **Immovable Assets.**

(1.1) The LLP has title, clear, marketable and unencumbered title to the Premises and the Project Land free and clear of all encumbrances of any nature whatsoever.

(1.2) The LLP has complied with, and all payments pertaining to the Project, under which it is a party or to which it is subject under the Land granted to any Authorities, Contracts and Tenancy Agreements.

(1.3) All documents of title relating to the Project Land, a list of which has been furnished as SCHEDULE VI have been validly executed, adequately stamped and duly registered as required under Applicable Law and such title documents that are deemed to be necessary in law applicable Law have been duly executed. The LLP is in possession and has custody of all such documents of title and SCHEDULE VI includes true and accurate details of the phase of construction which has the Premises situated or thereon, as hereof.

(1.4) The description of the Project and the Project Land including as mentioned in the Agreements that is mentioned in this Agreement is correct and accurate.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

The KLP Gas contractors all are required within applicable Law (including payment of applicable charges and penalties) the synchronization of the discovered fields by way of Warrantee 1 and Warrantee 2.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

(vi) [illegible]

(vii) [illegible]

(viii) [illegible]

(ix) Tenant Agreements:

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

(h) [illegible]

(i) [illegible]

(j) [illegible]

(k) [illegible]

(x) [illegible]

[illegible] Agreement [illegible] shall [illegible] and [illegible]:

(i) [illegible] in the Amount of the Commitment Date [illegible] [illegible] [illegible] any specific [illegible] [illegible];

(ii) [illegible] Loans [illegible] to the Borrower on [illegible] Commitment Date;

(iii) [illegible] Commitment [illegible] in the form of cash, letter of credit or [illegible] [illegible] Loan [illegible] to the Borrower on the Commitment Date;

(iv) [illegible] Loans [illegible] to the Borrower on the Commitment Date; [illegible]

[illegible] (i) [illegible] [illegible] 1.1.1.

(3.11) Further, the LLP or the Partners have received no notice or complaint with respect thereto or other than for Tenant Agreements for lifting of Barrels and/or use in the Permit.

(4) **Environmental Matters.**

(4.1) The LLP has complied with all applicable Environmental Laws with the LLP and the Partners have not received any notification under any Environmental Law requiring them to take or refrain from taking any action.

(4.2) All Environmental Permits required for the operation of the Business, if any, have been obtained and the LLP is in compliance with all terms and conditions of such Environmental Permits in all material respects.

(4.3) There are no facts or circumstances affecting, and none of the Partners or the LLP has received any notification from any such Environmental Permit is to be modified, revoked or suspended in any manner.

(4.4) The Environmental Permits constitute all Environmental Permits required for the Business for which the LLP and the Partners are in compliance with Laws.

(5) **Economic and Environmental Sustainability.**

(5.1) The LLP possesses all Economic Approvals required under the applicable Laws for the conduct of the Business as currently conducted or ownership of operations of its assets, including required registrations under Gas Law. The LLP has performed in all respects all its obligations under such Economic and Environmental Approvals and is in compliance with all conditions of such Economic and Environmental Approvals. No event has occurred or condition is in existence in respect of the Business which constitutes or after notice or lapse of time or both would constitute a breach or default under any such Economic and Environmental Approvals. Neither the Partners nor the LLP has received notice of cancellation, default or Event constituting an inconsistency in, modification of or non-compliance with any Economic and Environmental Approvals. All such Economic and Environmental Approvals shall remain after the Closing Date in accordance with their respective terms.

(5.2) All Economic and Environmental Approvals required from any applicable Gov in respect of each of the Project and Project Land have been duly obtained, including the environmental statement, permit to conduct blasting operations, the Water Ground Use Permit, air discharge permit, the Fire Department. All obligations under such Economic and Environmental Approvals have been duly complied with. No event has occurred or condition in existence which constitutes or after notice or lapse of time or both would constitute a breach or default under, or which would allow termination of any such Economic and Environmental Approval in respect of the Project and Project Land. No notice of cancellation, default or dispute concerning or inconsistent or non-compliance with any such Economic and Environmental Approval in respect of the Project and Project Land has been received. All such Economic and Environmental Approvals shall remain after the Closing Date in accordance with their respective terms.

(5.3) The acceptance certificate dated April 20, 2021, issued by the Director of Town and Country Planning Department for Warehouse Facility and a valid copy of the details of the Economic assets as provided for in the Permit Land.

(b) True and complete copies of Contracts and Governmental Approvals (including in all for Domestic Grid Interties) have provided to IEDFL, prior to the Execution Date.

(c) **Insurance**

(i) Immediately before the Property, Assets, Business and Revenue Contracts were transferred to such Operator pursuant and for Cash and amounts of Cash equals personal Reserves as of (i) such and customary in the matters of the Business, Projects and Project Land and the operations of the LLP, and (ii) sufficient so as to comply with the requirement of the Governmental Approvals, or under applicable Law or Contract. There is no claim (a) the Partner to the LLP pending under any of such policies. The premiums and instalments of the LLP have been conducted in a manner so as to conform to (i) applicable provisions of such insurance policies, (ii) provisions that and payable under (i) such policies have been paid in full, and such payments will be remaining and by full (b) and effected the Closing Date, and the commencement of the insurance contemplated in the Transition Documents will not cause a cancellation or modification in the coverage of such policies. There are no pending claims and liabilities, contingent or otherwise, payable of any nature, in the LLP. There are no material or unusual losses, risks, uninsured circumstances or not in the policies and the premiums payable are not in excess of the normal rates and in circumstances which are likely to give rise to any increase in premiums. True and complete copies of all insurance policies with respect to the Business provided to IEDFL prior to the Execution Date.

(d) **Contracts**

(i) The LLP is not a party to any Contract other than those set out under Schedule B.

(d.2) True and complete copies of such Contracts have been provided to IEDFL prior to the Execution Date.

(d.3) The LLP is not in default under any material Contract to which it is a Party.

(d.4) The LLP has not been and presently is not in default of any of its obligations under any Contract.

(d.5) The LLP's administrative staff all general training, business structure which is and good commercial training standards.

(d.6) All amounts payable by the LLP to any of its Partner Parts are willing, consistent in terms permitted in official compliance standards.

(d.7) Each Contract to which the LLP is a party has been duly authorized, executed and delivered in accordance under applicable Law, in accordance with applicable Laws, and creates valid and binding obligations of the LLP, in accordance with the terms thereof. Each of the Contracts constitutes a valid and binding obligation of the LLP, in full force and effect; and the LLP is not in breach or default under any such Contract and no event has occurred and no condition or state of facts exist which, with the passage of time or the giving of notice or both, would constitute a breach or default by the LLP. The LLP has not received any notice under such Contracts. No other party to any of the Contracts is in breach or default thereunder.

18. Business of the LLP

18.1 Other than the Business, the LLP does not engage in any other business or activities including any Business in which the aggregate income attributed of 10% (ten percent) or more under the accounts contrary any provided.

18.2 The LLP does not [illegible] business or industrial [illegible] or any Nature.

18.3 The LLP [illegible] in pursuance to the Business by use of the [illegible] property.

18.4 Details of all existing bank accounts of the LLP together with details of signatories to such accounts are as under and hereto:

Name of the Bank & Account	Designation	Signatories
AXIS BANK LTD A/C NO: [illegible] IFSC CODE: [illegible] [illegible]	[illegible] ACCOUNT	VIKAS SAHNY
AXIS BANK LTD A/C No: [illegible] IFSC CODE: [illegible] [illegible]	[illegible] ACCOUNT	VIKAS SAHNY

19. Employees

19.1 The LLP has adopted all [illegible] under applicable Labour legislations, rules and regulations and any other applicable laws in connection with its employees.

19.2 The LLP is and has been in compliance with all applicable laws relating to employees and employment practices, including but not applicable, laws regarding work conditions, hours of work, payment of wages in other cases, prevented field, gratuity, bonus, employee state insurance, adequate wages, [illegible] payment, compliant discrimination, workers compensation, employee stamps tax withholding, worker classification (including the proper classification of workers as independent contractors and classification) and Social and medical benefits.

19.3 The LLP is not and has not been claiming to be a social labour association as defined under the Industrial Disputes Act, 1947.

19.4 The LLP has [illegible] of employees [illegible] and [illegible] employees [illegible] and [illegible] as longest of the employees in accordance to [illegible]

employment by the LLP, by taking reasonable Precautions of Genuine Acts (e.g. the Employee Data Interface Act, 2001) or the Employee Protection Trust and the Miscellaneous Provisions Act 1972)

22.7 The LLP has made adequate provision of cash or economic equity the Building and Other Construction Workers Act, 1996

22.8 The LLP does not have any Stand-By Plan. The Appropriate Level "Benefit Plan" means any plan, contract or other arrangement, formal or informal, whether oral or written, providing any benefit to any present or former officer, director or employee or dependent or beneficiary thereof, including any profit sharing, bonus, incentive, retirement benefit, incentive plan, compensation, option, stock appreciation, stock appreciation right or phantom stock option scheme.

22.9 None of the material contracts and personnel entered by the LLP are deemed to be an employee of the LLP and there are no outstanding liabilities or claims made on the LLP under the Contract Labour (Abolition and Regulation) Act 1970

22.10 There are no unfavourable contracts pending to be entered and for LLP. There is no threat from Regular Employees or employee unions pending or threatened against or affecting the LLP. There is no unfavorable or adverse dispute or impending recognition or other collective bargaining by a labour union or association the LLP. No officer or Director or any employee has committed or threatened to commit any unfavorable act with the LLP in breach of law or contract or committed or the Transaction Documents or otherwise as a result of the consummation contemplated by the Transaction Documents or otherwise as a result of the consummation contemplated by the Transaction Documents or otherwise.

22.11 The LLP has no collective bargaining agreement, arrangement or similar understanding with any trade union, staff association or other body representing the employees of the LLP.

22.12 The LLP has complied with all applicable laws, rules and regulations in respect of its employees.

23 **Intellectual Property**

23.1 The LLP has the right to use the trademarks, trade names, service marks, service names, trade dress, domain names, logos and corporate names, brand markers and trademarks used for the Business and Products.

23.2 The LLP owns all data, title and interest in the trade secrets, know-how and other confidential information relating to the Business (including proposals, financial and projecting data, designs and marketing plans, customer and vendor lists, other targets, other currently applied characteristics, marketing research and reports, marketing research and any advertising or other promotional material and sales information, and any database, databases or otherwise containing any of the foregoing information, with paragraphs 23.1 and 23.3 above, the "Intellectual Property") including ownership rights in any, Transfer and licence fees issue.

23.3 Save as set forth in the Intellectual Property list hereto, duly signed with, Rights as owned by the Company are Proprietary Rights, in the sense defined, and not by such expression

[illegible]

[illegible] The Intellectual Property is free and clear of any Encumbrances by whatever name. There are no liens of [illegible], that would render any Intellectual Property invalid or unenforceable. The LLP has not Transferred ownership of, or granted any license of or right to use, or authorized the creation of any sub-licensable, or non-exclusive licensable, use of, the Intellectual Property to any Person. There is no Person, including, in no [illegible] the Intellectual Property. There is no suit, claim, or action whether pending or threatened in the interest of the LLP or the enforcement against any of the Intellectual Property.

[illegible] Less one-month "off the-shelf" software, the LLP owns [illegible] or has the [illegible] use of any trademark or Intellectual Property.

Information Technology Matters.

The LLP has not been notified of the existence of any computer viruses and, to the [illegible] knowledge and belief of all [illegible] and [illegible] [illegible] Intellectual Property [illegible] [illegible] [illegible]

[illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

(h) [illegible]

(i) [illegible]

(j) [illegible]

(k) [illegible]

(l) [illegible]

(m) [illegible]

(n) [illegible]

(o) [illegible]

(p) [illegible]

(q) [illegible]

(r) [illegible]

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(u) [illegible]

(v) [illegible]

(w) [illegible]

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(y) [illegible]

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(aa) [illegible]

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(dd) [illegible]

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(aaa) [illegible]

(bbb) [illegible]

(ccc) [illegible]

(ddd) [illegible]

(eee) [illegible]

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(ggg) [illegible]

(hhh) [illegible]

(iii) [illegible]

(jjj) [illegible]

(kkk) [illegible]

(lll) [illegible]

(mmm) [illegible]

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(www) [illegible]

(xxx) [illegible]

(yyy) [illegible]

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(bbbb) [illegible]

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(dddd) [illegible]

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(gggg) [illegible]

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(xxxx) [illegible]

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(bbbbb) [illegible]

(ccccc) [illegible]

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(fffff) [illegible]

(ggggg) [illegible]

(hhhhh) [illegible]

(iiiii) [illegible]

(jjjjj) [illegible]

(kkkkk) [illegible]

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(mmmmm) [illegible]

(nnnnn) [illegible]

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(qqqqq) [illegible]

(rrrrr) [illegible]

(sssss) [illegible]

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(uuuuu) [illegible]

(vvvvv) [illegible]

(wwwww) [illegible]

(xxxxx) [illegible]

(yyyyy) [illegible]

(zzzzz) [illegible]

(aaaaaa) [illegible]

(bbbbbb) [illegible]

(cccccc) [illegible]

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(eeeeee) [illegible]

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(gggggg) [illegible]

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(ccccccc) [illegible]

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(eeeeeee) [illegible]

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(ggggggg) [illegible]

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(aaaaaaaa) [illegible]

(bbbbbbbb) [illegible]

(cccccccc) [illegible]

(dddddddd) [illegible]

(eeeeeeee) [illegible]

(ffffffff) [illegible]

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(hhhhhhhh) [illegible]

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(kkkkkkkkkk) [illegible]

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(nnnnnnnnnn) [illegible]

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(yyyyyyyyyy) [illegible]

(zzzzzzzzzz) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

SCHEDULE 1

[FORMAT OF DISCLOSURE LETTER]

To:

[[illegible]]

[Address]

Re: LLP Acquisition Agreement dated [illegible] (the "LLP Acquisition Agreement") executed for and on behalf of [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

SCHEDULE VI

TITLE DOCUMENTS AND OTHER LOCATION

Sl. No.	Title Document	Location
1	Kalyan Sale deed dated December 28, 2004 bearing Registration No. [illegible]	[illegible]
2	Kalyan Sale deed dated [illegible] 2007 bearing Registration No. [illegible]	[illegible]
3	Kalyan Sale deed dated [illegible] bearing Registration No. [illegible]	[illegible]
4	Kalyan Sale deed dated August 28, 2007 bearing Registration No. [illegible]	[illegible]
5	Kalyan Sale deed dated November 11, 2008 bearing Registration No. [illegible]	[illegible]
6	Kalyan Sale deed dated February [illegible] 2007 bearing Registration No. [illegible]	[illegible]
7	Kalyan Sale deed dated [illegible] 2007 bearing Registration No. [illegible]	[illegible]
8	Tamaka Sale deed dated December [illegible] 2010 bearing Registration No. [illegible]	[illegible]
9	Tamaka Sale deed dated [illegible] 2010 bearing Registration No. [illegible]	[illegible]
10	Kalyan Sale deed dated July [illegible] 2011 bearing Registration No. [illegible]	[illegible]
11	Kalyan Sale deed dated November [illegible] 2010 bearing Registration No. [illegible]	[illegible]
12	Kalyan Sale deed dated [illegible] 2010 bearing Registration No. [illegible]	[illegible]
13	Kalyan Exchange Deed dated August [illegible] 2010 bearing Registration No. [illegible]	[illegible]
14	Kalyan Sale deed dated August [illegible] 2010 bearing Registration No. [illegible]	[illegible]
15	Kalyan Sale deed August [illegible] 2011 bearing Registration No. [illegible]	[illegible]
16	[illegible] Sale deed dated [illegible] 2011 bearing Registration No. [illegible]	[illegible]
17	Sale Deed dated [illegible] 2011 bearing Registration No. [illegible]	[illegible]
18	Sale Deed dated June [illegible] 2011 bearing Registration No. [illegible]	[illegible]
19	Sale Deed dated [illegible] 2007 bearing Registration No. [illegible]	[illegible]
20	Kalyan Sale deed dated December 28, 2002 bearing	[illegible]

Sl. No.	Case Reference	Licensing
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible]

[illegible]

PART A – AGREED PRINCIPLES

1. The Extended Group Base Financial Statements/Extended Group Base Financial Statements shall be prepared:

   (a) In conformity with the accounting principles, procedures and practices adopted by the Extended Parent Undertaking and the Reporting Undertaking, applied on a consistent basis;

   (b) So that, as far as practicable, they will be in accordance with generally accepted accounting principles and practices in the Accounting Principles.

2. The Extended Group Base Financial Statements/Extended Group Base Financial Statements shall be prepared in [illegible].

3. It is further agreed that, if there is any conflict between the accounting principles set out in the guidelines of the Example Harbour Corporation Consolidation with the accounting principles in this Part A of [illegible], the necessary adjustments shall be made in the preparation of the Extended Group Base Financial Statements/Extended Group Base Financial Statements.

PART B – EXAMPLE PURCHASE CONSIDERATION COMPUTATION

[illegible]	[illegible]
DEV	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	
[illegible]	
[illegible]	
[illegible]	[illegible]

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	

Financial Liabilities (F)	[illegible]

Current Liabilities (G)

[illegible]	[illegible]
Trade payable	[illegible]
Other current liabilities	[illegible]
Audit Fees Payable	[illegible]
Provisions for employee benefits	[illegible]
Others	[illegible]
Current Liabilities (G)	[illegible]

Net assets/Equity (H)

[illegible]	[illegible]
Net assets/Equity (H)	[illegible]
Net assets/Equity (H)	[illegible]

Depreciation Summary (I)

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Total	[illegible]
Depreciation Adjustment (I)	[illegible]

[illegible]

[illegible] EXHIBIT

1. Any [illegible] of Tax [illegible] Laws

2. The [illegible] the [illegible] [illegible] [illegible]

11 Failure to provide a certificate of registration under, and otherwise complying with, the provisions of the Consumer Lessons (Disclosure II Additional Sub, 1974 as relevant to Regulation 4 and 10 hereunder.)

14 Any liability or relation to an party disposal (closure) from PDC as accurate in or based on Regulation 1 every and Form the account is be or off signature that could a second To the Number (in Rule Affidavit) to PDC for purposes of notify (amount)

15 Liability in accuracy in payment of rates or debt in rate (applicable with penalties, if not) under The Building and Other Construction Business Statutes Act 1994

16 Tax consider on the 2 LP Rule power (or in) or in order (from or relation to the [illegible] the [illegible] to commingle trade under section 110 B of the Income tax Act 1986

17 Tax consider on the LLP that power not all or income Exec or relation to the return event to the LLP in consumers with revenue (if the revenue given to Natural Disbursement Provisions Number)

18 Any liability in including any Impairment Groups and rule other mandatory for the Joint by Authority of the Commissioner (or any joint bound) or LP Rule in accounts or the DP Trade Loan Board

19 Any penalty that to delay in filing of Posts 2 LP B and 1 or Posts 1 LP 1 (for the Reporting Year Ending 31 March and 31 Dec)

20 Not claim or not Remuneration Rule up (individual by the some Council)

21 Any [illegible] (or in) [illegible] Rule 1 (Apply) [illegible] to Amendment 1

22 Any 1 Loss due to accumulation of the provisions of Section 231 of the Income Tax Act 1981 (in part Tax business with relation to not Class accounts by or not Tax [illegible] [illegible] Rule 1 [illegible] (in case of the Prescribed Interest)

SCHEDULE [illegible]

[illegible]

Part A – Critical CS-Gates

1. Prior to [illegible] commencement of construction of Warehouse 3, an [illegible] copy of [illegible] executed Notice that Closing Date [illegible], the Partners shall have caused the LLP to obtain an [illegible] and [illegible] in the [illegible] approved the [illegible] 2 ("Warehouse 3 EIC"), in form and substance acceptable to GMAC, which shall [illegible] the particulars of the development on the Project Land, including the [illegible] for the Project Land or a [illegible].

2. Within 10 [illegible] after the Closing Date, the Partners to [illegible], Science and Finance with TEFFL a detailed plan [illegible] identifying the [illegible] to be [illegible] in connection with the Warehouse 3 EIC (collectively, the "EIC 2 on the Project Land"). The Partners hereby [illegible] the LLP to cause the [illegible] EIC 2 on the Project Land.

3. Prior to the earlier of the following: (i) [illegible] of a [illegible] of Warehouse 3 [illegible] Off Wold [illegible] (ii) [illegible] after the Closing Date, the LLP shall provide [illegible] to GMAC [illegible] Warehouse 3 [illegible] and [illegible] in form and substance acceptable to TEFFL, which [illegible] the [illegible] Wold [illegible].

4. The Partners shall have caused the LLP to provide a [illegible] to Lender [illegible] the Project, in form and substance acceptable to TEFFL, and [illegible] evidence that the [illegible] of Warehouse 1, Warehouse 2 and 3 indicate that does not require any additional [illegible] requirements or obligations of the LLP other than to [illegible] in order to [illegible] Warehouse 1 and Warehouse 3.

5. The Partners shall have caused the LLP to obtain a [illegible] for its [illegible] and [illegible] acceptable to TEFFL. [illegible] Closing, the Partners to [illegible] Warehouse 1 and Warehouse 3, which [illegible] the actual build up and of such [illegible], which the [illegible] complete:

   (i) Warehouse 1 – [illegible] Date [illegible] Warehouse 1 [illegible] Time;
   (ii) Warehouse 3 – [illegible] 1, 2015.

6. The Partners shall have completed the [illegible] of [illegible] and [illegible] contained in the [illegible] Report, as set out in Part B of SCHEDULE [illegible] hereto that [illegible] operations under the [illegible] Part B of SCHEDULE X. The LLP shall not [illegible] the Partners agree that the [illegible] not [illegible] and only upon satisfactory completion by the LLP [illegible] of the [illegible] and not, prior to the [illegible] Part B of SCHEDULE X, [illegible] the Lender.

7. Prior to expiry of [illegible] after Closing Date, the Partners shall [illegible] and [illegible] the five [illegible] certificates by the [illegible] EIC [illegible] (i) provided the [illegible] EIC [illegible] and five [illegible] of EIB Warehouse 1 and Warehouse 3 [illegible] (ii) [illegible] Building Code, and (iii) [illegible] and [illegible] the [illegible] and [illegible] Warehouse 1 [illegible] the [illegible] and be [illegible] in the LLP.

(i) [illegible] Closing Date, the Trustees, [illegible] and Data Room Facilities Limited (collectively) agreed on the basis of the information then purchase agreement, in such form and substance reasonably to [illegible], and as referred to in Clauses [illegible] and [illegible] of the Financial Agreement.

(ii) No later than 60 (sixty) days from the Closing Date, the Purchaser shall obtain a non-objection certificate for the purchase under Section 281 of the Income Tax Act, 1961, in respect of the transfer of the Purchasing Business to the subsidiary of [illegible], and the same shall be provided to [illegible] in its original form.

(iii) No later than [illegible] days from the Closing Date, the Purchaser shall have procured payment by [illegible] of the balance amount of INR [illegible] (Indian Rupees Eighty Two Lakhs Ninety One Thousand Eight Hundred and Thirty Eight) and advance loan amount of INR [illegible] (Indian Rupees Fifteen Lakhs Eighty Thousand One Hundred and Four Thousand) payment to the [illegible] Lease Agreement.

(iv) No later than [illegible] days from the Closing Date, the Parties shall have procured execution of an agreement between the LLP and [illegible] in relation to the transfer intellectual property, in form and substance satisfactory to [illegible], which, in any event, shall fulfil the following conditions:

(a) the title [illegible] shall be [illegible] free and clear of all liens, [illegible] and be [illegible] from the [illegible] Closing;

(b) the origin of the [illegible] shall be established and [illegible] and [illegible] the [illegible] Closing;

(c) the other terms and conditions applicable to the transfer of the intellectual property shall not be [illegible] and in the [illegible] Closing.

(v) No later than 15 (fifteen) days from the Closing Date, the LLP shall have procured a [illegible] contract for [illegible] (Cyber IT LLP) [illegible] (collectively, "Employees") and will [illegible] Employees, with [illegible] rights, effective from [illegible] Transferred Employees, [illegible] for conducting a [illegible], attracting and retaining personnel [illegible], and (C) that the Employees shall be made appointed to the LLP no later than 4 (four) months from the Closing Date.

Part D – Other DD Items

1. Each of the covenants and obligations set forth in this agreement shall be [illegible] Transaction Documents. Each has complied in the completed with or performed by the Parties [illegible] or participants. Each of the Representations [illegible] shall have been true and correct as of the Execution Date and Closing Date.

2. The Subsidiaries Accounts (if any) shall be [illegible] and be in accordance with Clause [illegible].

3. The Parties shall [illegible] the LLP's complete [illegible] (Banking and investments) (Valid)

[illegible]

8. The Partners shall have caused the LLP to undertake, at the satisfaction of DDFL, rectification of the gate valve on Warehouse 2 while [illegible] the rectification, and if required fail to undertake rectification, the "Warehouse 2".

9. The Partners shall have caused the LLP to have validly procured, and being [illegible] and [illegible], all [illegible] required in respect of the Warehouses to the satisfaction of DDFL.

10. Notwithstanding anything contrary contained herein, the Closing Date (which expression may be extended by mutual consent of the Partners and DDFL), the LLP will procure an order from the relevant court allowing the withdrawal of the LLP as a party to the proceedings with liberty to appeal dated February 24, 2011, filed with the Court of Additional Collector, Pune Center, Nagpur ("**Partition Suit Proceeding**") in respect of Suit bearing Regular No. 17 Kha No. 464, Regular No. 18 Kha No. 161, Regular No. 41 Kha No. 161/1-A, 217, [illegible] Regular No. [illegible] Kha No. [illegible], Regular No. [illegible] (1/3 [illegible]), 161/1, and 1/1 (1/3).

11. Notwithstanding anything contrary contained herein, (i) completion of construction of the Warehouse 3, or (ii) Impact of Applicable Governing Transfer Tax (as defined under the "Development Management Agreement"), the LLP shall submit and provide an additional [illegible] as per the Project Plan [illegible] with the terms of the [illegible].

12. With the commencement of construction of Warehouse 3, the Partners shall jointly cause the LLP to provide a certificate of registration under Section 7 of the Unorganised Labour (Registration & Welfare) Act, 2013, as amended, [illegible] the [illegible] of Warehouse 3.

13. The Partners shall commence work and provide all necessary documents to the LLP for the matters listed as set out herein with the LLP and to DDFL, in respect of Phase of LLP's [illegible] Project, in accordance with the Amended and Restated LLP Agreement to be executed as on the Closing Date the following as of DDFL, shall be [illegible] (i) "Phase Plans" and (ii) "Specifications" [illegible] the premises of the LLP.

14. Notwithstanding anything contrary contained herein, the Closing Date (which expression may be extended by a further period of 4 (three) months) of the sale transaction of DDFL, the LLP shall obtain discharge of mortgages created on land parcels mentioned in Schedule IV, Kha No. 19 and 21 in relation to [illegible] (i) Shriniwas [illegible] 11,[illegible], [illegible] INR 1,00,000 Bajaj OBC Bank, and (ii) Pune Vista [illegible] 19,[illegible], [illegible] INR 9,00,000 Kotak Mahindra Bank, and provide [illegible] of Investment [illegible] to DDFL.

15. Notwithstanding anything contrary contained herein, the Closing Date (which expression may be extended by a further period of 4 (three) months) of the sale transaction of DDFL, the LLP to: (i) [illegible] the mortgage created on Land [illegible] Kha No. 21 [illegible], in favour of [illegible] the [illegible] for the year [illegible], as discharged, and (ii) proof of [illegible] is provided to DDFL in this regard.

16. The Partners shall have completed full [illegible] of [illegible] expenditure [illegible] in the Completed Tranche, as [illegible] in Part A of SCHEDULE-X, within the [illegible] specified under

[illegible]

13. [illegible]

14. [illegible]

15. [illegible]

PORTICO S.

LIST OF PENDING LARGE REPORTING ITEMS

S.No.	Description	Cogent Ref.	Exp. Date for completion
	Part I		
1	Marine assets [illegible] not registered	[illegible]	Prior to expiry of 6 months from Closing Date
2	Existing vehicles, machinery, equipment (particularly those not with title of the well)	[illegible]	Prior to expiry of 6 months from Closing Date
3	Repairs of [illegible]	[illegible]	Prior to expiry of 6 months from Closing Date
4	Repairs of [illegible] (accounts [illegible] pending)	[illegible]	Prior to expiry of 6 months from Closing Date
5	[illegible]	[illegible]	Prior to expiry of 6 months from Closing Date
6	[illegible] [illegible]	[illegible]	Prior to expiry of 6 months from Closing Date
7	Repairs of [illegible]	[illegible]	Prior to expiry of 6 months from Closing Date
8	Deposits [illegible]	[illegible]	Prior to commencement of [illegible]
	Part II		
1	Water [illegible] [illegible] pending with [illegible] to be processed in [illegible]	[illegible]	Prior to expiry of 6 months from Closing Date
2	Additional [illegible] [illegible] to be processed in [illegible]	[illegible]	Prior to expiry of 6 months from Closing Date

	YvsIGas	**IG LIIGIOM**	
Add.	[illegible]	[illegible]	
	Total Cost (GIT)	**$[illegible]**	

ANNEXURE A

DETAILS OF COMPETITIVE PRODUCT LIST

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
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	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
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	[illegible]	[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
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	[illegible]	[illegible]	
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
	[illegible]	[illegible]	

[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	
	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		[illegible]

APPENDIX B

INTERSTATE SUCCESSION LAW FLOWCHARTS

Land parcels, in relation to which, the rules of intestate succession are governed by the Niyoto Succession Act, 1978 hereinafter referred to as the 'Act', are classified into three distinct categories, namely, Ancestral Land, Acquired Land and Gifted Land.

(i) Ancestral Land: Land of the ancestor of Bhagat is recorded in revenue entry bearing reference no. 1843 dated December 14, 1991 (a copy of which is annexed to this appendix as Exhibit A) and is spread over approximately 3.48 acres and is situated in Mauza Dhera Nawada, Kaagaz, Dhera, Nawada, Kaagaz, Dhera, Nawada, Kaagaz, Dhera,

according to Kila No. as Bhumata No. 23 (admeasuring approximately 9.13 Acres), forming part of unit Wardrobe I and Wardrobe II. The Seller is of Hindu joint mitakshara family and Shri Devi Dayal, Dev Prakash, Rajpal Singh, Vidya Vilasini Satyawati, Vinay, Manveer Singh, Rinkal Singh and Lakhpat Singh.

(iii) That, all the clothes of Sellers' family which is recorded in revenue records, mutation, pedigree etc. RTI dated Nil in 17.09.2013 in affirm to said property convicted as reference Kila No. as Bhumata No. 23 (admeasuring approximately 9.13 Acres) forming part of unit Wardrobe I and Wardrobe II. The heirs of Tehsildar as per Intestate and other Statutes, Settlement and Mutation, etc.

(iv) Wardrobe v. Acquirer (see clause mentioned in introduction entry including reference on RTI dated 24th October 27, 2016) as the Seller himself is entitled to land parcel comprised in reference Kila No. as Bhumata No. 23 (admeasuring approximately 9.13 Acres) forming part of unit Wardrobe I and Wardrobe II. The heirs of Tehsildar as per the intestate order are Lakhpat Singh, Sohagpal, Lajwan, Prabhdevi, Harsh Bharat, Shanta Rakhi, Khanya Shivamurty, Prithvi and Kamal.

SCHEDULE 2

LIST OF DIGITAL TITLE DOCUMENTS

No.	Title of Instrument	Type of Land	Territory
[illegible]	[illegible] Land Adjudication (Amendment) (No. [illegible]) 2022, Starting Registration No. [illegible]	[illegible]	[illegible]
[illegible]	Kilifi County Adjudication Act, 2017 Starting Registration No. [illegible]	[illegible]	Kilifi County, Kwale County, Kisumu County, Tharaka Nithi County, Elgeyo Marakwet County and Vihiga County
[illegible]	Kilifi County Land Act, 2019 Starting Registration No. [illegible]	Open	Kilifi
[illegible]	Kilifi County Land Registration Act, 2021 Starting Registration No. [illegible]	Freehold and Leasehold	Kilifi County, [illegible]
[illegible]	Kilifi County Land Registration (Amendment) Act, 2022 Starting Registration No. [illegible]	Freehold, Leasehold, Trust Lands, Private and Public	Kilifi County, Kwale County, Kisumu County and Taita Taveta
[illegible]	Kilifi County Land Adjudication Act, 2022 Starting Registration No. [illegible]	Open	Kilifi County, [illegible] Bay
[illegible]	Kilifi County Land Adjudication (Amendment) Act, 2022 Starting Registration No. [illegible]	No Title	Kilifi County
[illegible]	Kilifi County Land Registration (Amendment) Act, 2022 Starting Registration No. [illegible]	[illegible]	Mining, [illegible] and Forestry
[illegible]	Kilifi County Land Registration (Amendment) Act, 2022 Starting Registration No. [illegible]	Freehold, Leasehold	Mining, [illegible] and Forestry
[illegible]	Kilifi County Land Act, 2019 Starting Registration No. [illegible]	Kilifi County Public Land, Kilifi County Land and Government	Kilifi County, Kilifi County Registrar of Lands
[illegible]	Kilifi County Land Registration (Amendment) Act, 2022 Starting Registration No. [illegible]	Freehold, Leasehold, [illegible] Notwithstanding Ordinance	Kilifi, [illegible] Kilifi and Lamu
[illegible]	Kilifi County Land Act, 2019 Starting Registration No. [illegible]	Freehold and Leasehold	Kilifi, [illegible] Kilifi and Lamu
[illegible]	Kilifi County Transfer Tax Act, 2020 Starting Registration No. [illegible]	Freehold, Leasehold and Trust	Kilifi County and Nationwide
[illegible]	Kilifi County Land Act, 2019 Starting Registration No. [illegible]	Kilifi Public	Kilifi, Malindi, Pemba and Tiwani, Zanzibar
[illegible]	Kilifi County Land Adjudication Act, 2021 Starting Registration No. [illegible]	Freehold and Leasehold	Kilifi County, Kilifi and Malindi, Mombasa, Kwale and Tiwani Kilifi
[illegible]	Kilifi County Land Adjudication (Amendment) Act, 2022	Kilifi Adjudication Area	Kilifi County

Sr. No.	Date of Notification	Vernaculars	Traditions
[illegible]	[illegible] Notification No. [illegible]	[illegible]	
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]
[illegible]	[illegible] Notification No. [illegible]	[illegible]	[illegible]

ANNEXURE III

REGULATED AREA LAND

(provisional approximately)

APPENDIX III

LIST OF SURVEY SITE CONTRIBUTING TO THE BLOTNITE GREEN MEADLAND

Antelope %	Bibra No.	Average Pop.
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	Total	[illegible]

APPENDIX II

LIST OF CONTRACTS

1. Lease Deed with GP Wadia dated September 18, 2011;
2. Lease deed with Pannaiah Properties dated November 28, 2011;
3. Loan Agreement with Axis Bank dated March 30, 2010;
4. Term Loan Agreement with Karnataka Bank Limited 18, 2011;
5. Deed of Hypothecation with Axis Bank dated March 30, 2010;

[illegible]

[illegible] COVERING USE OF TRADEMARK

1. [illegible] Grant of Licenses

1.1. The Licensor hereby grants [illegible] Partners 1 and Partners 2 [illegible] a license of the [illegible] (hereinafter [illegible] the "Trademarks") [illegible] Licensed Trademarks") [illegible] the Project for the Initial Term. The License to use the Trademarks includes [illegible] Partners [illegible] use of the Licensor.

1.2. The Licensor [illegible] the Trademarks [illegible] with the Project [illegible] advertising, marketing and promotion [illegible] The Licensee [illegible] of the Trademarks [illegible] the Licensor [illegible] the Project.

1.3. For the avoidance of doubt, the Licensee [illegible] any right, title, and interest [illegible] Trademarks, including [illegible] other intellectual property.

2. Total Consideration

The parties agree that [illegible] the Licensee shall [illegible] the Licensor [illegible] the performance of the [illegible] the Licensee [illegible] the Licensee [illegible] the Licensee shall be [illegible] of the Licensee.

3. Warranties of Licensor

3.1. The Licensor shall, at the Licensor's expense, [illegible] the Licensee [illegible] the Licensee [illegible] the Trademarks [illegible] the applicable Law and shall [illegible] as may be necessary to implement such applications, including the [illegible]

3.2. The Licensor shall, [illegible] the Licensee, the [illegible] any [illegible] Governmental Authorities or Third Parties [illegible] the Trademarks, which will [illegible] the Licensee [illegible] the validation of the Trademarks by the Licensee [illegible] with the terms of this Agreement, [illegible] and [illegible] Event Because Prior [illegible] the [illegible] by the Licensee.

3.3. The Licensee shall [illegible] the Licensee [illegible] any [illegible] claiming [illegible] of applicable Law, dispute [illegible] the Trademarks by the Licensee in accordance with the terms of this Agreement, [illegible] and [illegible]

[illegible]

[illegible]

[illegible] Unauthorized Disclosure.

[illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

[illegible] Infringement Indemnity.

[illegible]

[illegible]

[illegible]

[illegible] Term and Termination.

[illegible]

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ANNEXURE G

REVISED

Sl. No.	Date	Complaint Area (Serial #1)	Tenant	Rent Commencement (Date)	Tenure	Lock-in	Current rent (Rs. INR/sq. ft. monthly)	Next Escalation Date	Proposed Rent
1.	[illegible]	[illegible]	Gulmohar Projects & Property Management and Services Limited	February 1, [illegible]	Years from Lease Commencement Date.	Years from Lease Commencement Date.	[illegible]	May 2, [illegible]	[illegible]
2.	[illegible]	[illegible]	Dream Cargo Joint Private Limited	August 30, [illegible]	Years 11 months from Commencement Date" (i.e. September 30, [illegible])	years from Lease Commencement Date.	[illegible]	Twenty-six months	The rent, inclusive of escalation of 5 years from Lease Commencement Date

"*" – Quote assumption not on DP Form 1 new Addendum shall be considered as per the revised proposal to the LLP