

Schedule B

PURCHASE AGREEMENT

This Purchase Agreement (the “**Purchase Agreement**”) is made this 15 day of November, 2024, (“**Execution Date**”) by and between:

BETWEEN

ALT DRX Private Limited, a private limited company incorporated under the Companies Act, 2013, holding CIN U70200KA2022PTC166655 and having its registered office at 778/A, 3rd floor, Chinnaswamy Chambers, 12th Cross, Double Road, Indiranagar 2nd Stage, Indiranagar, Bangalore 560038 (hereinafter referred to as the “**ALT DRX**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, subsidiaries, successors and permitted assigns);

AND

AREIP SERIES A0009 LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 (“**LLP Act**”), having its registered office at 403, 4TH FLOOR, 2ND CROSS, 6TH MAIN GRAND MAJESTIC MALL GANDHINAGAR, Bangalore Dist Offices Bldg Bangalore North Bangalore Karnataka 560009 (hereinafter referred to as the “**LLP**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

YOGESH SINGH, having User ID 000009439, residing at Gokul Kunj niwas, survey No.20/1, Vijay Nagar Dighi, Pune, Maharashtra, 411015 (hereinafter referred to as a “**Purchaser**”, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs and successors).

In this Purchase Agreement, each of ALT DRX, LLP and Purchaser are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. ALT DRX is *inter alia* engaged in the business of facilitating real estate property management services including real estate broking (online and offline), facilitating real estate related transactions and other related customer support services through the Platform (*defined later*).
- B. The LLP is *inter alia* engaged in the business of acquiring, owning, operating and managing real estate assets, and undertaking other related real estate activities including any community benefits program initiated by the LLP and / or the property manager appointed by the LLP. In the course of the business of the LLP, the LLP has obtained loans from its partners (“**Partner-Lenders**”) and in lieu of the same, has issued digital loan units (each loan unit being termed as “**ALT.SQFT**”) to such Partner-Lenders pursuant the Loan Agreement (defined below) executed by them.
- C. A Partner-Lender is permitted to sell his ALT.SQFT on the Platform to one or more registered users on the Platform. A user purchasing ALT.SQFT, from a Partner-Lender is further permitted to sell his ALT.SQFTs to other registered users on the Platform.
- D. The Purchaser, being a registered user of the Platform, is desirous of purchasing Relevant ALT.SQFTs (*as defined hereunder*) on the Platform.
- E. Accordingly, the Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants and other principles agreed to in connection with the purchase of ALT.SQFT in writing.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereinafter incorporated by reference and made a part hereof, as well as the mutual promises, covenants, conditions and agreements hereafter set forth in this Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions and interpretation

1.1. **Definitions:** All terms and expressions when used with capitalized first letter shall have the meaning ascribed to them as hereunder. All other terms when used with capitalized first letter but not defined hereinbelow shall, unless repugnant to the context thereof, have the meaning ascribed to such terms elsewhere under this Purchase Agreement or in the absence of the same shall have the meaning ascribed to it in the Loan Agreement and / or Terms and Conditions:

- a. **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing, having the force of law, by any Competent Authority having jurisdiction over the matter in question, whether in effect as on the Execution Date or at any time thereafter.
- b. **"ALT.SQFT Holder"** shall mean any registered user on the Platform who holds ALT.SQFTs and is entitled to receive any payments associated with such ALT.SQFT.
- c. **"Effective Date"** means the date of completion of Sale.
- d. **"Loan"** shall mean the unsecured loan carrying such terms as captured in the Loan Agreement executed in relation to the loan granted by the Partner-Lender to the LLP, for its business, pursuant to which ALT.SQFTs corresponding to such Loan are granted to the concerned Partner-Lender.
- e. **"Loan Agreement"** shall mean the agreement executed between the LLP and each Partner-Lender in connection with the Loan availed by the LLP from the Partner-Lender, for the purposes of its business, a template of which has been annexed as Annexure I. The Loan Agreement for the purpose of this Agreement shall mean the specific Loan Agreement executed by the Seller(s) or that is the subject matter of the ALT.SQFTs of the Seller(s).
- f. **"Order To Buy" or "OTB"** shall mean an unconditional and irrevocable offer by the Purchaser to purchase the right and interest in the Relevant ALT.SQFTs on the terms and at the price chosen by the Purchaser on the Platform.
- g. **"Order To Sell" or "OTS"** shall mean an unconditional and irrevocable offer by the Seller(s) (*defined later*) to sell the right and interest in the Relevant ALT.SQFT on the terms and at the price chosen by the Seller on the Platform.
- h. **"Order Matching"** shall mean a process by which ALT DRX identifies and matches an OTS whose terms match with that of an OTB and accordingly brokers a transaction of the ALT.SQFT, between the users who have placed the OTS and OTB.
- i. **"Platform"** shall mean www.AltDRX.com, website operated by ALT DRX, that facilitates transactions in ALT.SQFT.
- j. **"Platform Fee"** shall mean the fee payable to ALT.DRX by the Seller for the provision of facilitation services on the Platform, as provided in the Terms and Conditions.
- k. **"Price per ALT.SQFT"** shall mean the price per ALT.SQFT, which shall be determined basis the 'Market Price' or 'Limit Price' option as described in Terms and Conditions. If the Purchaser chooses Market Price while placing, then the Price per ALT.SQFT at which the Order Matching shall be executed shall be the Market Price published by the Platform on the day of such Order

Matching.

- l. **“Purchase”** means the purchase of the right and interest in the ALT.SQFTs, by the Purchaser for a Sale Consideration as agreed under these presents.
 - m. **“Relevant ALT.SQFT(s)”** shall mean such number of ALT.SQFTs desired to be purchased by the Purchaser under this Purchase Agreement as set out in Annexure II.
 - n. **“Seller(s)”** shall mean ALT.SQFT Holder(s) who have placed OTSs to sell ALT.SQFTs at the same terms as those desired by the Purchaser in the OTB and for which Order Matching has concluded. The Seller may be a Partner-Lender or a person who has acquired ALT.SQFTs from a Partner-Lender.
 - o. **“Terms and Conditions”** shall mean collectively, the terms of use and privacy policy as available on the Platform.
- 1.2. **Interpretation:** In this Purchase Agreement: (a) defined or capitalized terms include the plural as well as the singular; (b) “include” and its derivatives (“including”, “e.g.,” and others) mean “include, but are not limited to”; and (c) terms used in one gender shall include their meaning in all other genders.

2. Consideration

- 2.1. The consideration that is payable by the Purchaser to purchase the Relevant ALT.SQFTs from the Seller(s) upon completion of Order Matching is the **“Sale Consideration”** for the Relevant ALT.SQFTs and shall be calculated in the following manner:

(Number of Relevant ALT.SQFT * Price per ALT.SQFT at which Order Matching is executed) + Platform Fees payable to ALT DRX by the Purchaser + Applicable taxes.

- 2.2. ALT DRX shall freeze the Blocked Amount (*defined later*) in the Purchaser's Virtual Bank Wallet on the Platform, when the Purchaser places an OTB on the Platform. The "**Blocked Amount**" shall mean the amounts calculated in the following manner:

(Number of Relevant ALT.SQFT * Price per ALT.SQFT at which the OTB is placed by the Purchaser * Price volatility provision as determined by ALT DRX to accommodate change in price in the event of delayed Order Matching (in the event price volatility provision isn't mentioned on communicated to the user, a default rate of 110% shall be considered)) + Platform Fees payable by the Purchaser + Applicable taxes.

- 2.3. Any difference between the Sale Consideration and the Blocked Amount, if applicable, shall be released/refunded by the Platform to the Purchaser, post execution of Order Matching.

3. Purchase of ALT.SQFT

- 3.1. The Purchaser agrees and acknowledges that the Seller(s) have sold the right and interest in the Relevant ALT.SQFTs to the Purchaser upon Order Matching on the Platform.
- 3.2. Upon Order Matching the Purchaser shall be the sole, exclusive and absolute owner of the Relevant ALT.SQFTs as indicated in **Annexure II**, which are free and clear of any charges, liens or encumbrances.
- 3.3. Upon completion of Purchase, the Purchaser will have the Relevant ALT.SQFTs unconditionally and absolutely, and all right, title and interest in the Relevant ALT.SQFTs shall be assigned from the Seller(s) identified by ALT DRX to the Purchaser, for the Sale Consideration, subject to deduction of the Platform Fee and applicable taxes.
- 3.4. The Purchaser is a registered user on the Platform and has placed an OTB. The Purchaser understands and acknowledges that the Blocked Amount, in his Virtual Bank Wallet maintained on the Platform has

been blocked for the payment of the Sale Consideration upon Order Matching. The Purchaser further agrees and acknowledges that, the Blocked Amount shall be unavailable to him for use or withdrawal, until the OTB is live on the Platform.

- 3.5. An OTB shall remain valid and live until Order Matching is concluded or for a period of 365 days, whichever is earlier. The Purchaser hereby agrees that an Order Matching executed by ALT DRX basis the terms of this Purchase Agreement, the Purchase of the Relevant ALT.SQFTs that have been matched in the Order Matching ("**Purchase ALT.SQFTs**") shall be deemed to be accepted unconditionally by the Purchaser. Upon an Order Matching, the Purchaser shall be construed to have authorized ALT DRX to transfer the Sale Consideration from his Virtual Bank Wallet (out of the Blocked Amount) to the respective Seller(s)'s Virtual Bank Wallet, post deduction of applicable Platform Fee and taxes, and ALT shall assign the Purchase ALT.SQFTs from the Seller(s) Virtual Token Wallet to the Purchaser's Virtual Token Wallet. Once Order Matching is concluded, the Purchase of the Purchase ALT.SQFTs cannot be revoked/cancelled. It is clarified that the Relevant ALT.SQFTs that are not matched in the Order Matching within 365 days shall automatically lapse and the Purchaser shall be required to execute a new OTB and a Purchase Agreement to purchase the same.
- 3.6. Upon the Sale Consideration being paid by the Purchaser and the Seller(s) receiving the Sale Consideration post deduction of the applicable Platform Fees and taxes, the Purchase shall be deemed to have been completed.
- 3.7. The Purchaser, along with the LLP and ALT DRX, shall be deemed to be bound by this Purchase Agreement. On and from such day that the Purchase is completed ("**Effective Date**"), all rights and interest of the Seller(s) in the Purchase ALT.SQFTs shall stand assigned to the Purchaser.
- 3.8. Ownership of Relevant ALT.SQFT:
 - a. Upon the right and interest in the Purchase ALT.SQFTs being assigned to the Purchaser, the Purchaser acknowledges that the right and interest only in the Purchase ALT.SQFTs shall be owned fully by the Purchaser.
 - b. Once the Purchase is complete, the Purchaser shall be entitled to all legal, equitable and contract remedies in relation to the Purchase ALT.SQFT from the LLP; the Purchaser shall have no recourse against the Seller(s).
- 3.9. With the exception of any service fee due to ALT DRX, ALT DRX is merely acting in the capacity of a trustee and facilitator for the sums and Relevant ALT.SQFTs involved under this Purchase Agreement.
- 3.10. It is hereby agreed between the Parties that this Purchase Agreement along with the Loan Agreement and the Terms and Conditions, shall facilitate the Purchase of the right and interest in the Relevant ALT.SQFTs.
- 3.11. The Purchaser hereby authorizes ALT DRX to affix his signatures to this Purchase Agreement on his behest. The Purchaser further agrees that affixing of his electronic signatures by ALT DRX to this Purchase Agreement, shall constitute his valid consent and create binding obligations on him under this Purchase Agreement.
- 3.12. Upon Purchase of the Purchase ALT.SQFTs, the Purchaser shall become the sole and absolute owner of the Purchase ALT.SQFTs assigned to him. By virtue of being an ALT.SQFT Holder, the Purchaser shall be subject to the Terms and Conditions as well as the provisions of the Loan Agreement and acknowledges that he has read, understood and consented to the terms of the same.
- 3.13. The Purchase of Relevant ALT.SQFTs can only be conducted digitally on the Platform and the Purchaser cannot purchase the Relevant ALT.SQFTs in any other manner.

4. Rights and benefits of the ALT.SQFT Holder

- 4.1. Upon completion of the Purchase of the Purchase ALT.SQFTs, by virtue of being an ALT.SQFT Holder, the Purchaser shall be deemed to have replaced the Seller(s) from whom he has purchased the Purchase ALT.SQFTs, as the lender in the books of the LLP. All rights and obligations associated with the Purchase ALT.SQFTs under the Loan Agreement, shall stand assigned to the Purchaser. The LLP shall take all necessary actions in this regard to replace the name of the lender in its books of accounts and all records (including any filings that may be required to be made with a Competent Authority). It is clarified that the Purchase of Purchase ALT.SQFTs by the Purchaser is not and shall not be perceived as any new or additional loan in the books of the LLP.
- 4.2. On and from the Effective Date, the Purchaser shall be entitled to the following benefits:
- a. To receive interest on the Loan extended to the LLP, after deduction of applicable taxes and any other fees chargeable as per the Loan Agreement;
 - b. To receive Distributions (includes any cash or non-cash benefits as may be decided by the LLP, as defined under the LLP deed and Loan Agreement), after deduction of applicable taxes and any other fees chargeable as per the Loan Agreement; and
 - c. To receive any Repayment Amounts on Maturity Date of the Loan, after deduction of applicable taxes and any other fees chargeable under the Loan Agreement.

5. Representations and warranties

- 5.1. The Purchaser hereby each represents, warrants and covenants to the other as follows, on the Execution Date and thereafter:
- a. [He/she is Resident Indian and has the capacity and the authority to enter into this Purchase Agreement and to exercise its rights and perform its obligations hereunder in accordance with Applicable Laws including FEMA and IT Act] and has the capacity and authority to enter into this Purchase Agreement and to exercise its rights and perform its obligations hereunder];
 - b. He has read, understood and agreed to the Terms and Conditions and the Loan Agreement;
 - c. All of the information supplied under this Purchase Agreement are true, complete and accurate in all material respects; and are not aware of any material facts or circumstances that have not been disclosed, which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into such arrangement basis the terms set out under this Purchase Agreement;
 - d. He has the full power and authority to enter into this Purchase Agreement and to perform its obligations hereunder, without the need for any consents or other actions not already obtained;
 - e. He is and shall remain in compliance with the Applicable Laws including identifying, procuring and maintaining applicable registrations, permissions, permits, licenses, certificates, approvals and inspections required under such Applicable Laws;
 - f. He shall not make any defamatory or derogatory statement against the other Party; and
 - g. To the best of their knowledge, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against such Party or any obligation, act, omission or transaction contemplated hereunder.

6. Settlement of Amounts

ALT DRX consents to act as the administrator for the settlement of Sale Consideration and assignment of Purchase ALT.SQFTs between the Purchaser and Seller(s) pursuant to the Order Matching. When the LLP pays any amounts due under the Loan Agreement to any ALT.SQFT Holder, the LLP shall forthwith issue instructions to transfer the same from the LLP's bank account to the Purchaser's Virtual Bank Wallet, who is also an ALT.SQFT Holder upon Order Matching, in accordance with the Loan Agreement, read with this Purchase Agreement.

7. Jurisdiction and governing law

This Purchase Agreement shall be governed and construed in accordance with the Applicable Laws and the Parties hereby submit to the exclusive jurisdiction of courts and tribunals at Bangalore. The submission to the jurisdiction of the courts and tribunals of Bangalore is for the benefit of the Borrower only and shall not (and shall not be construed so as to) limit the right of the Borrower to initiate proceedings in any other court of competent jurisdiction, nor shall the initiation of proceedings by the Borrower in any one or more jurisdictions preclude the initiation of proceedings by the Borrower in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Laws.

8. Termination and release

8.1 This Purchase Agreement shall come into effect from the Execution Date and shall continue to be in force till the payment of Repayment Amount by the LLP to the Purchaser, in accordance with Loan Agreement ("**Term**"). Upon completion of Term, subject to Clause 9.1, the rights and obligations of the Parties under this Purchase Agreement shall stand terminated.

8.2 This Purchase Agreement shall stand terminated if the Purchase is not completed within 365 days from the Execution Date of this Purchase Agreement.

9. Miscellaneous

9.1. **Survival:** The provisions of Clause 5 (Representations and Warranties), Clause 7 (Jurisdiction and governing law) and this Clause 9 (Miscellaneous) shall survive the termination of this Purchase Agreement.

9.2. Communications and Notices

All notices, notifications, requests, demands or determinations provided by one Party to the other under this Purchase Agreement must be in writing and delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) recognized overnight courier service, (d) email, or (e) any electronic communication with a time stamp facility, to the other Party's respective address (as applicable) given below:

If to Purchaser:

Attention: YOGESH SINGH

Address: Gokul Kunj niwas, survey No.20/1, Vijay Nagar Dighi, Pune, Maharashtra, 411015

Email: yssmoney@gmail.com

If to ALT DRX:

Attention: Avinash Rao

Address: 778/A, 3rd floor, Chinnaswamy Chambers, 12th Cross, Double Road, Indranagar 2nd Stage, Indranagar, Bangalore 560038

Email: Compliance@AltDRX.com

If to LLP:

Attention: The Designated Partners

Address: 403, 4TH FLOOR, 2ND CROSS, 6TH MAIN GRAND MAJESTIC MALL GANDHINAGAR, Bangalore Dist Offices Bldg Bangalore North Bangalore Karnataka 560009

Email: areipseriesa0009llp@gmail.com

- 9.3. **Severability:** If any provision of this Purchase Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Purchase Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws. Any invalid or unenforceable provision of this Purchase Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 9.4. **Reservation of Rights / Waiver:** No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of this Purchase Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision at a later point of time. Any waiver or acquiescence by either Party of any breach of any of the provisions of this Purchase Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Purchase Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Purchase Agreement.
- 9.5. **Entirety:** This Purchase Agreement, together with the Loan Agreement and the Terms and Conditions, is the entire agreement recording the understanding reached between the Parties in respect to matters concerning this Purchase Agreement.
- 9.6. **Relationship:** Nothing contained in this Purchase Agreement shall constitute a partnership between the Parties or authorise any Party to act as an agent of the other except to the extent specifically agreed in writing.
- 9.7. **General Compliance:** The Parties agree that they shall, in the performance of this Purchase Agreement, comply with all legal and regulatory requirements as may be applicable from time to time.
- 9.8. **Amendment:** This Purchase Agreement may be modified or amended only by writing duly executed by all Parties.
- 9.9. **Cumulative Rights:** All remedies of the Parties under this Purchase Agreement whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 9.10. **Assignment.** Neither this Purchase Agreement nor any right or obligation hereunder or part hereof may be assigned by the Purchaser and any attempt to do so shall be void. Any further assignment of Purchase ALT.SQFT will have to be undertaken by executing a separate Purchase Agreement.
- 9.11. **Counterparts:** This Purchase Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same.

IN WITNESS WHEREOF the Parties hereto have caused this Purchase Agreement to be executed on the day and year and at the place hereinbelow written and in the manner hereinafter mentioned.

FOR LLP

Signature: _____

Name: Avijit Mishra

Designation: Designated Partner

FOR ALT DRX

Signature: _____

Name: Avinash Vuntakal RaoDesignation: Director**FOR Purchaser**

Signature: _____

Name: YOGESH SINGHAlt DRX User ID: 000009439

Annexure I: Loan Agreement

Link to: [Draft Loan Agreement](#)

Annexure II: Relevant ALT.SQFT

1. Name of the Purchaser	YOGESH SINGH
2. ALT DRX User ID of the Purchaser	000009439
3. Purchaser's PAN Number	BEGPS1536G
4. Transaction Type	OTB
5. ALT.SQFT Name / Code	BPLIO
6. Quantity of ALT.SQFT as per OTB	1
7. Price Option selected as per OTB	Daily Market Price
8. Order ID	TX/MP/B/575610

Schedule B

PURCHASE AGREEMENT

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BETWEEN

ALT DRX Private Limited, a private limited company incorporated under the Companies Act, 2013, holding CIN U70200KA2022PTC166655 and having its registered office at 778/A, 3rd floor, Chinnaswamy Chambers, 12th Cross, Double Road, Indiranagar 2nd Stage, Indiranagar, Bangalore 560038 (hereinafter referred to as the “**ALT DRX**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, subsidiaries, successors and permitted assigns);

AND

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AND

AMIT HARISHCHANDRA KADAM, having User ID 000009127, residing at A-20, Amrut Tara C.H.S LTD, Yari Road, Andheri West, Mumbai, Maharashtra, 400061 (hereinafter referred to as a “**Purchaser**”, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs and successors).

In this Purchase Agreement, each of ALT DRX, LLP and Purchaser are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. ALT DRX is *inter alia* engaged in the business of facilitating real estate property management services including real estate broking (online and offline), facilitating real estate related transactions and other related customer support services through the Platform (*defined later*).
- B. The LLP is *inter alia* engaged in the business of acquiring, owning, operating and managing real estate assets, and undertaking other related real estate activities including any community benefits program initiated by the LLP and / or the property manager appointed by the LLP. In the course of the business of the LLP, the LLP has obtained loans from its partners (“**Partner-Lenders**”) and in lieu of the same, has issued digital loan units (each loan unit being termed as “**ALT.SQFT**”) to such Partner-Lenders pursuant the Loan Agreement (defined below) executed by them.
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- D. The Purchaser, being a registered user of the Platform, is desirous of purchasing Relevant ALT.SQFTs (*as defined hereunder*) on the Platform.
- E. Accordingly, the Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants and other principles agreed to in connection with the purchase of ALT.SQFT in writing.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereinafter incorporated by reference and made a part hereof, as well as the mutual promises, covenants, conditions and agreements hereafter set forth in this Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions and interpretation

1.1. **Definitions:** All terms and expressions when used with capitalized first letter shall have the meaning ascribed to them as hereunder. All other terms when used with capitalized first letter but not defined hereinbelow shall, unless repugnant to the context thereof, have the meaning ascribed to such terms elsewhere under this Purchase Agreement or in the absence of the same shall have the meaning ascribed to it in the Loan Agreement and / or Terms and Conditions:

- a. **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing, having the force of law, by any Competent Authority having jurisdiction over the matter in question, whether in effect as on the Execution Date or at any time thereafter.
- b. **"ALT.SQFT Holder"** shall mean any registered user on the Platform who holds ALT.SQFTs and is entitled to receive any payments associated with such ALT.SQFT.
- c. **"Effective Date"** means the date of completion of Sale.
- d. **"Loan"** shall mean the unsecured loan carrying such terms as captured in the Loan Agreement executed in relation to the loan granted by the Partner-Lender to the LLP, for its business, pursuant to which ALT.SQFTs corresponding to such Loan are granted to the concerned Partner-Lender.
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- l. **“Purchase”** means the purchase of the right and interest in the ALT.SQFTs, by the Purchaser for a Sale Consideration as agreed under these presents.
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2. Consideration

- 2.1. The consideration that is payable by the Purchaser to purchase the Relevant ALT.SQFTs from the Seller(s) upon completion of Order Matching is the **“Sale Consideration”** for the Relevant ALT.SQFTs and shall be calculated in the following manner:

(Number of Relevant ALT.SQFT * Price per ALT.SQFT at which Order Matching is executed) + Platform Fees payable to ALT DRX by the Purchaser + Applicable taxes.

- 2.2. ALT DRX shall freeze the Blocked Amount (*defined later*) in the Purchaser's Virtual Bank Wallet on the Platform, when the Purchaser places an OTB on the Platform. The "**Blocked Amount**" shall mean the amounts calculated in the following manner:

(Number of Relevant ALT.SQFT * Price per ALT.SQFT at which the OTB is placed by the Purchaser * Price volatility provision as determined by ALT DRX to accommodate change in price in the event of delayed Order Matching (in the event price volatility provision isn't mentioned on communicated to the user, a default rate of 110% shall be considered)) + Platform Fees payable by the Purchaser + Applicable taxes.

- 2.3. Any difference between the Sale Consideration and the Blocked Amount, if applicable, shall be released/refunded by the Platform to the Purchaser, post execution of Order Matching.

3. Purchase of ALT.SQFT

- 3.1. The Purchaser agrees and acknowledges that the Seller(s) have sold the right and interest in the Relevant ALT.SQFTs to the Purchaser upon Order Matching on the Platform.
- 3.2. Upon Order Matching the Purchaser shall be the sole, exclusive and absolute owner of the Relevant ALT.SQFTs as indicated in **Annexure II**, which are free and clear of any charges, liens or encumbrances.
- 3.3. Upon completion of Purchase, the Purchaser will have the Relevant ALT.SQFTs unconditionally and absolutely, and all right, title and interest in the Relevant ALT.SQFTs shall be assigned from the Seller(s) identified by ALT DRX to the Purchaser, for the Sale Consideration, subject to deduction of the Platform Fee and applicable taxes.
- 3.4. The Purchaser is a registered user on the Platform and has placed an OTB. The Purchaser understands and acknowledges that the Blocked Amount, in his Virtual Bank Wallet maintained on the Platform has

been blocked for the payment of the Sale Consideration upon Order Matching. The Purchaser further agrees and acknowledges that, the Blocked Amount shall be unavailable to him for use or withdrawal, until the OTB is live on the Platform.

- 3.5. An OTB shall remain valid and live until Order Matching is concluded or for a period of 365 days, whichever is earlier. The Purchaser hereby agrees that an Order Matching executed by ALT DRX basis the terms of this Purchase Agreement, the Purchase of the Relevant ALT.SQFTs that have been matched in the Order Matching ("**Purchase ALT.SQFTs**") shall be deemed to be accepted unconditionally by the Purchaser. Upon an Order Matching, the Purchaser shall be construed to have authorized ALT DRX to transfer the Sale Consideration from his Virtual Bank Wallet (out of the Blocked Amount) to the respective Seller(s)'s Virtual Bank Wallet, post deduction of applicable Platform Fee and taxes, and ALT shall assign the Purchase ALT.SQFTs from the Seller(s) Virtual Token Wallet to the Purchaser's Virtual Token Wallet. Once Order Matching is concluded, the Purchase of the Purchase ALT.SQFTs cannot be revoked/cancelled. It is clarified that the Relevant ALT.SQFTs that are not matched in the Order Matching within 365 days shall automatically lapse and the Purchaser shall be required to execute a new OTB and a Purchase Agreement to purchase the same.
- 3.6. Upon the Sale Consideration being paid by the Purchaser and the Seller(s) receiving the Sale Consideration post deduction of the applicable Platform Fees and taxes, the Purchase shall be deemed to have been completed.
- 3.7. The Purchaser, along with the LLP and ALT DRX, shall be deemed to be bound by this Purchase Agreement. On and from such day that the Purchase is completed ("**Effective Date**"), all rights and interest of the Seller(s) in the Purchase ALT.SQFTs shall stand assigned to the Purchaser.
- 3.8. Ownership of Relevant ALT.SQFT:
 - a. Upon the right and interest in the Purchase ALT.SQFTs being assigned to the Purchaser, the Purchaser acknowledges that the right and interest only in the Purchase ALT.SQFTs shall be owned fully by the Purchaser.
 - b. Once the Purchase is complete, the Purchaser shall be entitled to all legal, equitable and contract remedies in relation to the Purchase ALT.SQFT from the LLP; the Purchaser shall have no recourse against the Seller(s).
- 3.9. With the exception of any service fee due to ALT DRX, ALT DRX is merely acting in the capacity of a trustee and facilitator for the sums and Relevant ALT.SQFTs involved under this Purchase Agreement.
- 3.10. It is hereby agreed between the Parties that this Purchase Agreement along with the Loan Agreement and the Terms and Conditions, shall facilitate the Purchase of the right and interest in the Relevant ALT.SQFTs.
- 3.11. The Purchaser hereby authorizes ALT DRX to affix his signatures to this Purchase Agreement on his behest. The Purchaser further agrees that affixing of his electronic signatures by ALT DRX to this Purchase Agreement, shall constitute his valid consent and create binding obligations on him under this Purchase Agreement.
- 3.12. Upon Purchase of the Purchase ALT.SQFTs, the Purchaser shall become the sole and absolute owner of the Purchase ALT.SQFTs assigned to him. By virtue of being an ALT.SQFT Holder, the Purchaser shall be subject to the Terms and Conditions as well as the provisions of the Loan Agreement and acknowledges that he has read, understood and consented to the terms of the same.
- 3.13. The Purchase of Relevant ALT.SQFTs can only be conducted digitally on the Platform and the Purchaser cannot purchase the Relevant ALT.SQFTs in any other manner.

4. Rights and benefits of the ALT.SQFT Holder

- 4.1. Upon completion of the Purchase of the Purchase ALT.SQFTs, by virtue of being an ALT.SQFT Holder, the Purchaser shall be deemed to have replaced the Seller(s) from whom he has purchased the Purchase ALT.SQFTs, as the lender in the books of the LLP. All rights and obligations associated with the Purchase ALT.SQFTs under the Loan Agreement, shall stand assigned to the Purchaser. The LLP shall take all necessary actions in this regard to replace the name of the lender in its books of accounts and all records (including any filings that may be required to be made with a Competent Authority). It is clarified that the Purchase of Purchase ALT.SQFTs by the Purchaser is not and shall not be perceived as any new or additional loan in the books of the LLP.
- 4.2. On and from the Effective Date, the Purchaser shall be entitled to the following benefits:
- a. To receive interest on the Loan extended to the LLP, after deduction of applicable taxes and any other fees chargeable as per the Loan Agreement;
 - b. To receive Distributions (includes any cash or non-cash benefits as may be decided by the LLP, as defined under the LLP deed and Loan Agreement), after deduction of applicable taxes and any other fees chargeable as per the Loan Agreement; and
 - c. To receive any Repayment Amounts on Maturity Date of the Loan, after deduction of applicable taxes and any other fees chargeable under the Loan Agreement.

5. Representations and warranties

- 5.1. The Purchaser hereby each represents, warrants and covenants to the other as follows, on the Execution Date and thereafter:
- a. [He/she is Resident Indian and has the capacity and the authority to enter into this Purchase Agreement and to exercise its rights and perform its obligations hereunder in accordance with Applicable Laws including FEMA and IT Act] and has the capacity and authority to enter into this Purchase Agreement and to exercise its rights and perform its obligations hereunder];
 - b. He has read, understood and agreed to the Terms and Conditions and the Loan Agreement;
 - c. All of the information supplied under this Purchase Agreement are true, complete and accurate in all material respects; and are not aware of any material facts or circumstances that have not been disclosed, which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into such arrangement basis the terms set out under this Purchase Agreement;
 - d. He has the full power and authority to enter into this Purchase Agreement and to perform its obligations hereunder, without the need for any consents or other actions not already obtained;
 - e. He is and shall remain in compliance with the Applicable Laws including identifying, procuring and maintaining applicable registrations, permissions, permits, licenses, certificates, approvals and inspections required under such Applicable Laws;
 - f. He shall not make any defamatory or derogatory statement against the other Party; and
 - g. To the best of their knowledge, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against such Party or any obligation, act, omission or transaction contemplated hereunder.

6. Settlement of Amounts

ALT DRX consents to act as the administrator for the settlement of Sale Consideration and assignment of Purchase ALT.SQFTs between the Purchaser and Seller(s) pursuant to the Order Matching. When the LLP pays any amounts due under the Loan Agreement to any ALT.SQFT Holder, the LLP shall forthwith issue instructions to transfer the same from the LLP's bank account to the Purchaser's Virtual Bank Wallet, who is also an ALT.SQFT Holder upon Order Matching, in accordance with the Loan Agreement, read with this Purchase Agreement.

7. Jurisdiction and governing law

This Purchase Agreement shall be governed and construed in accordance with the Applicable Laws and the Parties hereby submit to the exclusive jurisdiction of courts and tribunals at Bangalore. The submission to the jurisdiction of the courts and tribunals of Bangalore is for the benefit of the Borrower only and shall not (and shall not be construed so as to) limit the right of the Borrower to initiate proceedings in any other court of competent jurisdiction, nor shall the initiation of proceedings by the Borrower in any one or more jurisdictions preclude the initiation of proceedings by the Borrower in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Laws.

8. Termination and release

8.1 This Purchase Agreement shall come into effect from the Execution Date and shall continue to be in force till the payment of Repayment Amount by the LLP to the Purchaser, in accordance with Loan Agreement ("**Term**"). Upon completion of Term, subject to Clause 9.1, the rights and obligations of the Parties under this Purchase Agreement shall stand terminated.

8.2 This Purchase Agreement shall stand terminated if the Purchase is not completed within 365 days from the Execution Date of this Purchase Agreement.

9. Miscellaneous

9.1. **Survival:** The provisions of Clause 5 (Representations and Warranties), Clause 7 (Jurisdiction and governing law) and this Clause 9 (Miscellaneous) shall survive the termination of this Purchase Agreement.

9.2. Communications and Notices

All notices, notifications, requests, demands or determinations provided by one Party to the other under this Purchase Agreement must be in writing and delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) recognized overnight courier service, (d) email, or (e) any electronic communication with a time stamp facility, to the other Party's respective address (as applicable) given below:

If to Purchaser:

Attention: AMIT HARISHCHANDRA KADAM

Address: A-20, Amrut Tara C.H.S LTD, Yari Road, Andheri West, Mumbai, Maharashtra, 400061

Email: kadam.amit81@gmail.com

If to ALT DRX:

Attention: Avinash Rao

Address: 778/A, 3rd floor, Chinnaswamy Chambers, 12th Cross, Double Road, Indranagar 2nd Stage, Indranagar, Bangalore 560038

Email: Compliance@AltDRX.com

If to LLP:

Attention: The Designated Partners

Address: 403, 4TH FLOOR, 2ND CROSS, 6TH MAIN GRAND MAJESTIC MALL GANDHINAGAR, Bangalore Dist Offices Bldg Bangalore North Bangalore Karnataka 560009

Email: areipseriesa0009llp@gmail.com

- 9.3. **Severability:** If any provision of this Purchase Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Purchase Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws. Any invalid or unenforceable provision of this Purchase Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 9.4. **Reservation of Rights / Waiver:** No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of this Purchase Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision at a later point of time. Any waiver or acquiescence by either Party of any breach of any of the provisions of this Purchase Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Purchase Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Purchase Agreement.
- 9.5. **Entirety:** This Purchase Agreement, together with the Loan Agreement and the Terms and Conditions, is the entire agreement recording the understanding reached between the Parties in respect to matters concerning this Purchase Agreement.
- 9.6. **Relationship:** Nothing contained in this Purchase Agreement shall constitute a partnership between the Parties or authorise any Party to act as an agent of the other except to the extent specifically agreed in writing.
- 9.7. **General Compliance:** The Parties agree that they shall, in the performance of this Purchase Agreement, comply with all legal and regulatory requirements as may be applicable from time to time.
- 9.8. **Amendment:** This Purchase Agreement may be modified or amended only by writing duly executed by all Parties.
- 9.9. **Cumulative Rights:** All remedies of the Parties under this Purchase Agreement whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 9.10. **Assignment.** Neither this Purchase Agreement nor any right or obligation hereunder or part hereof may be assigned by the Purchaser and any attempt to do so shall be void. Any further assignment of Purchase ALT.SQFT will have to be undertaken by executing a separate Purchase Agreement.
- 9.11. **Counterparts:** This Purchase Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same.

IN WITNESS WHEREOF the Parties hereto have caused this Purchase Agreement to be executed on the day and year and at the place hereinbelow written and in the manner hereinafter mentioned.

FOR LLP

Signature: _____
Name: Avijit Mishra
Designation: Designated Partner

FOR ALT DRX

Signature: _____
Name: Avinash Vuntakal Rao
Designation: Director

FOR Purchaser

Signature: _____
Name: AMIT HARISHCHANDRA KADAM
Alt DRX User ID: 000009127

Annexure I: Loan Agreement

Link to: [Draft Loan Agreement](#)

Annexure II: Relevant ALT.SQFT

1. Name of the Purchaser	AMIT HARISHCHANDRA KADAM
2. ALT DRX User ID of the Purchaser	000009127
3. Purchaser's PAN Number	ANVPK0303J
4. Transaction Type	OTB
5. ALT.SQFT Name / Code	BPLIO
6. Quantity of ALT.SQFT as per OTB	4
7. Price Option selected as per OTB	Daily Market Price
8. Order ID	TX/MP/B/644498

Schedule B

SALE AGREEMENT

This Sale Agreement (the “**Sale Agreement**”) is made this 04 day of September, 2024, (“**Execution Date**”) by and between:

BETWEEN

ALT DRX Private Limited, a private limited company incorporated under the Companies Act, 2013, holding CIN U70200KA2022PTC166655 and having its registered office at 778/A, 3rd floor, Chinnaswamy Chambers, 12th Cross, Double Road, Indiranagar 2nd Stage, Indiranagar, Bangalore 560038 (hereinafter referred to as the “**ALT DRX**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, subsidiaries, successors and permitted assigns);

AND

AREIP SERIES A0009 LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 (“**LLP Act**”), having its registered office at

403, 4TH FLOOR, 2ND CROSS, 6TH MAIN GRAND MAJESTIC MALL GANDHINAGAR, Bangalore Dist Offices Bldg Bangalore North Bangalore Karnataka 560009

(hereinafter referred to as the “**LLP**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

BAVIKERE ABDUL RAHMAN, having User ID 000003750, residing at

#17-14-1131/60 ,Rahman Manzil, Kaprigudda, Kankanady, Dakshina Kannada, Karnataka, 575002

(hereinafter referred to as a “**Seller**”, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs and successors).

In this Sale Agreement, each of ALT DRX, LLP and Seller are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. ALT DRX is *inter alia* engaged in the business of facilitating real estate property management services including real estate broking (online and offline), facilitating real estate related transactions and other related customer support services through the Platform (*defined later*).
- B. The LLP is *inter alia* engaged in the business of acquiring, owning, operating and managing real estate assets, and undertaking other related real estate activities including any community benefits program initiated by the LLP and / or the property manager appointed by the LLP. In the course of the business of the LLP, the LLP has obtained loans from its Partners (“**Partner-Lenders**”) and in lieu of the same, has issued digital loan units (each loan unit being termed as “**ALT.SQFT**” with a unique series number) to such Partner-Lenders under a Loan Agreement (*defined later*). The ALT.SQFT Unique Series Numbers and the relevant parent Partner-Lender Loan Agreement Reference Number under which each of such ALT.SQFTs have been issued is made available on www.AltDRX.com/mydocuments for reference.
- C. A Partner-Lender is permitted to sell his ALT.SQFT on the Platform to one or more registered users on the Platform. A user purchasing ALT.SQFT, from a Partner-Lender is further permitted to sell his ALT.SQFTs to other registered users on the Platform.
- D. The Seller being an ALT.SQFT Holder (*defined later*) is desirous of selling the Relevant ALT.SQFTs (*defined later*) through the Platform to a registered user of the Platform, upon Order Matching (*defined later*).

- E. Accordingly, the Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants and other principles agreed to in connection with the sale of ALT.SQFTs in writing.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereinafter incorporated by reference and made a part hereof, as well as the mutual promises, covenants, conditions and agreements hereafter set forth in this Sale Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions and interpretation

1.1. **Definitions:** All terms and expressions when used with capitalized first letter shall have the meaning ascribed to them as hereunder. All other terms when used with capitalized first letter but not defined hereinbelow shall, unless repugnant to the context thereof, have the meaning ascribed to such terms elsewhere under this Sale Agreement or in the absence of the same shall have the meaning ascribed to it in the Loan Agreement and / or Terms and Conditions:

- a. **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing, having the force of law, by any Competent Authority having jurisdiction over the matter in question, whether in effect as on the Execution Date or at any time thereafter.
- b. **"ALT.SQFT Holder"** shall mean any registered user on the Platform who holds ALT.SQFTs and is entitled to receive any payments associated with such ALT.SQFT.
- c. **"Effective Date"** means the date of completion of Sale.
- d. **"Loan"** shall mean the unsecured loan carrying such terms as captured in the Loan Agreement executed in relation to the loan granted by the Partner-Lender to the LLP, for its business, which entitles such Partner-Lender to ALT.SQFT corresponding to such Loan.
- e. **"Loan Agreement"** shall mean the agreement executed between the LLP and each Partner-Lender in connection with the Loan availed by the LLP from the Partner-Lender, for the purposes of its business.
- f. **"Order To Buy" or "OTB"** shall mean an unconditional and irrevocable offer by a registered user of the Platform to purchase the right and interest in ALT.SQFTs on the terms and at the price chosen by such user on the Platform.
- g. **"Order To Sell" or "OTS"** shall mean an unconditional and irrevocable offer by the Seller to sell the right and interest in the Relevant ALT.SQFT on the terms and at the price chosen by the Seller on the Platform.
- h. **"Order Matching"** shall mean a process by which ALT DRX identifies and matches an OTS whose terms match with that of an OTB and accordingly brokers a transaction of the ALT.SQFTs, between the users who have placed the OTS and OTB.
- i. **"Platform"** shall mean www.AltDRX.com, website operated by ALT DRX, that facilitates transactions in ALT.SQFT.
- j. **"Platform Fee"** shall mean the fee payable to ALT.DRX by the Seller for the provision of facilitation services on the Platform, as provided in the Terms and Conditions.
- k. **"Purchaser(s)"** shall mean a registered user or users on the Platform that have placed OTBs to buy ALT.SQFTs at the same terms as those proposed by the Seller in the OTS and for which Order Matching has concluded.

- l. **"Price per ALT.SQFT"** shall mean the price per ALT.SQFT, which shall be determined basis the 'Market Price' or 'Limit Price' option as described in Terms and Conditions. If the Seller chooses Market Price, then the Price per ALT.SQFT at which the Order Matching shall be executed shall be the Market Price published by the Platform on the day of such Order Matching.
 - m. **"Relevant ALT.SQFT(s)"** shall mean such number of ALT.SQFTs held by the Seller that is proposed to be sold by the Seller under this Sale Agreement as set out in Annexure I.
 - n. **"Sale"** means the transfer of the right and interest in the ALT.SQFT, by the Seller to the Purchaser(s) for a Sale Consideration as agreed under these presents.
 - o. **"Terms and Conditions"** shall mean collectively, the terms of use and privacy policy as available on the Platform.
- 1.2. **Interpretation:** In this Sale Agreement: (a) defined or capitalized terms include the plural as well as the singular; (b) "include" and its derivatives ("including", "e.g.," and others) mean "include, but are not limited to"; and (c) terms used in one gender shall include their meaning in all other genders.

2. Consideration

- 2.1. The consideration that is payable by the Purchaser(s) to purchase the Relevant ALT.SQFT from the Seller upon completion of Order Matching is the **"Sale Consideration"** for the Relevant ALT.SQFT which shall be calculated in the following manner:

(Number of Relevant ALT.SQFT * Price per ALT.SQFT at which Order Matching is executed) + Platform Fees payable to ALT DRX by the Purchaser(s) + Applicable taxes.

3. Sale of Relevant ALT.SQFTs

- 3.1. The Seller has agreed to sell the right and interest in the Relevant ALT.SQFTs that is the subject-matter of the Loan Agreement to the Purchaser(s) upon Order Matching.
- 3.2. The Seller is the sole, exclusive and absolute owner of the Relevant ALT.SQFTs as indicated in **Annexure I** who has placed an OTS on the Platform to assign the Relevant ALT.SQFTs, which are free and clear of any charges, liens or encumbrances. The Seller understands and acknowledges that he shall be required to hold the Relevant ALT.SQFTs in his Virtual Token Wallet maintained on the Platform. The Seller further agrees and understands that from the date on which he makes the OTS on the Platform, the Relevant ALT.SQFTs shall not be available to him/her, until the OTS made by him is live on the Platform.
- 3.3. The Seller hereby agrees to sell, unconditionally and absolutely, all right, title and interest in the Relevant ALT.SQFTs held in his Virtual Token Wallet on the Platform to the Purchaser(s) identified by ALT DRX upon Order Matching, for the Sale Consideration, subject to deduction of the Platform Fee and applicable taxes.
- 3.4. An OTS shall remain valid and live until Order Matching is concluded or for a period of 365 days, whichever is earlier. The Seller hereby acknowledges and agrees that upon Order Matching executed by ALT DRX basis the terms of this Sale Agreement, the Sale of the Relevant ALT.SQFTs that have been matched in the Order Matching ("**Sale ALT.SQFTs**") shall be deemed to be accepted unconditionally by the Seller. Upon an Order Matching, the Seller shall be construed to have authorized ALT DRX to assign the Sale ALT.SQFTs from his Virtual Token Wallet to the respective Purchaser(s)'s Virtual Token Wallet and ALT shall debit the Sale Consideration from the Purchaser(s) Virtual Bank Wallet after deduction of Platform Fees and applicable taxes and remit the same to the Seller's Virtual Bank Wallet. Once Order Matching is concluded, the Sale of the Sale ALT.SQFTs cannot be revoked/cancelled. It is clarified that the Relevant ALT.SQFTs that are not matched in the Order Matching within 365 days shall automatically lapse and the Seller shall be required to execute a new OTS and a Sale Agreement to assign the same.
- 3.5. Upon the Sale Consideration being transferred by ALT DRX to the Seller, post deduction of the applicable

Platform Fees and taxes, the Sale of the Sale ALT.SQFTs shall be deemed to have been completed. On and from such day that the Sale is completed ("**Effective Date**"), the Seller shall have no right, title or interest to the Sale ALT.SQFTs.

- 3.6. The Seller, along with the LLP and ALT DRX, shall be deemed to be bound by this Sale Agreement, and accordingly upon conclusion of Sale, all rights and interest of the Seller in the Sale ALT.SQFTs shall stand assigned to the Purchaser(s).
- 3.7. With the exception of any service fee due to ALT DRX, ALT DRX is merely acting in the capacity of a trustee and facilitator for the sums and Relevant ALT.SQFTs involved under this Sale Agreement.
- 3.8. It is hereby agreed between the Parties that this Sale Agreement along with the Loan Agreement and the Terms and Conditions, shall facilitate the Sale of the right and interest in the Relevant ALT.SQFTs by the Seller to the Purchaser(s).
- 3.9. The Seller hereby authorizes ALT DRX to affix his signatures to this Sale Agreement on his behest. The Seller further agrees that affixing of his electronic signatures by ALT DRX to this Sale Agreement, shall constitute his valid consent and create binding obligations on him under this Sale Agreement.
- 3.10. Upon Sale of the Sale ALT.SQFTs, the Purchaser(s) shall become the sole and absolute owner of the Sale ALT.SQFTs assigned to him/them.
- 3.11. The Sale of Relevant ALT.SQFTs can only be conducted digitally on the Platform and the Seller cannot assign the Relevant ALT.SQFTs in any other manner.

4. Rights and benefits of the ALT.SQFT Holder

- 4.1. By virtue of an ALT.SQFT Holder, the Purchaser(s) shall be deemed to have replaced the Seller as the lender/s in the books of the LLP, to the extent of the Sale ALT.SQFTs. All rights and obligations associated with the Sale ALT.SQFTs under the Loan Agreement, shall stand assigned from the Seller to the Purchaser(s). The LLP shall take all necessary actions in this regard to replace the name of the lender in its books of accounts and all records (including any filings that may be required to be made with a Competent Authority). It is clarified that the assignment of ALT.SQFTs by the Seller to the Purchaser(s) is not and shall not be perceived as any new or additional loan in the books of the LLP.
- 4.2. On and from the Effective Date, the Parties understand that the Purchaser(s) shall be entitled to the following benefits:
 - a. To receive interest on the Loan extended to the LLP, after deduction of applicable taxes and any other fees chargeable as per the Loan Agreement;
 - b. To receive Distributions (includes any cash or non-cash benefits as may be decided by the LLP, as defined under the LLP deed and Loan Agreement), after deduction of applicable taxes and any other fees chargeable as per the Loan Agreement; and
 - c. To receive any Repayment Amounts on Maturity Date of the Loan, after deduction of applicable taxes and any other fees chargeable under the Loan Agreement.

5. Representations and warranties

- 5.1. Seller hereby represents, warrants and covenants to the others as follows, on the Execution Date and thereafter:
 - a. [He/she is Resident Indian and has the capacity and the authority to enter into this Sale Agreement and to exercise its rights and perform its obligations hereunder in accordance with Applicable Laws including FEMA and IT Act] and has the capacity and authority to enter into this Sale Agreement and to exercise its rights and perform its obligations hereunder];
 - b. He has read, understood and agreed to the Terms and Conditions and the Loan Agreement;

- c. All of the information supplied under this Sale Agreement are true, complete and accurate in all material respects; and are not aware of any material facts or circumstances that have not been disclosed, which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into such arrangement basis the terms set out under this Sale Agreement;
- d. He has the full power and authority to enter into this Sale Agreement and to perform its obligations hereunder, without the need for any consents or other actions not already obtained;
- e. He is and shall remain in compliance with the Applicable Laws including identifying, procuring and maintaining applicable registrations, permissions, permits, licenses, certificates, approvals and inspections required under such Applicable Laws;
- f. He shall not make any defamatory or derogatory statement against the other Party; and
- g. To the best of their knowledge, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against such Party or any obligation, act, omission or transaction contemplated hereunder.

6. Settlement of Amounts

ALT DRX consents to act as the administrator for the settlement of Sale Consideration between the Seller and the Purchaser(s) pursuant to the Order Matching. When the LLP pays any amounts due under the Loan Agreement to the Purchaser(s), the LLP shall forthwith issue instructions to transfer the same from the LLP's bank account to the Purchaser's Virtual Bank Wallet, who is also an ALT.SQFT / NFIT Holder upon completion of purchase, in accordance with the Loan Agreement, read with this Sale Agreement.

7. Jurisdiction and governing law

This Sale Agreement shall be governed and construed in accordance with the Applicable Laws and the Parties hereby submit to the exclusive jurisdiction of courts and tribunals at Bangalore. The submission to the jurisdiction of the courts and tribunals of Bangalore is for the benefit of the Borrower only and shall not (and shall not be construed so as to) limit the right of the Borrower to initiate proceedings in any other court of competent jurisdiction, nor shall the initiation of proceedings by the Borrower in any one or more jurisdictions preclude the initiation of proceedings by the Borrower in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Laws.

8. Termination and release

- 8.1 This Sale Agreement shall come into effect from the Execution Date and shall continue to be in force till the payment of Repayment Amount by the LLP to the Purchaser(s), in accordance with Loan Agreement ("**Term**"). Upon completion of Term, subject to Clause 9.1, the rights and obligations of the Parties under this Sale Agreement shall stand terminated.
- 8.2 This Sale Agreement shall stand terminated if the Sale is not completed within 365 days from the Execution Date of this Sale Agreement.

9. Miscellaneous

- 9.1. **Survival:** The provisions of Clause 5 (Representations and Warranties), Clause 7 (Jurisdiction and governing law) and this Clause 9 (Miscellaneous) shall survive the termination of this Sale Agreement.

9.2. Communications and Notices

All notices, notifications, requests, demands or determinations provided by one Party to the other under this Sale Agreement must be in writing and delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) recognized overnight courier service, (d) email, or (e) any electronic communication with a time stamp facility, to the other Party's respective address (as applicable) given below:

If to Seller:

Attention: BAVIKERE ABDUL RAHMAN

Address: #17-14-1131/60 ,Rahman Manzil, Kaprigudda, Kankanady, Dakshina Kannada, Karnataka, 575002

Email: babdul@rediffmail.com

If to ALT DRX:

Attention: Avinash Rao

Address: 778/A, 3rd floor, Chinnaswamy Chambers, 12th Cross, Double Road, Indranagar 2nd Stage, Indranagar, Bangalore 560038

Email: Compliance@AltDRX.com

If to LLP:

Attention: The Designated Partners

Address: 403, 4TH FLOOR, 2ND CROSS, 6TH MAIN GRAND MAJESTIC MALL GANDHINAGAR, Bangalore Dist Offices Bldg Bangalore North Bangalore Karnataka 560009

Email: areipseriesa0009llp@gmail.com

- 9.3. **Severability:** If any provision of this Sale Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Sale Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Sale Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws. Any invalid or unenforceable provision of this Sale Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 9.4. **Reservation of Rights / Waiver:** No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of this Sale Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision at a later point of time. Any waiver or acquiescence by either Party of any breach of any of the provisions of this Sale Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Sale Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Sale Agreement.
- 9.5. **Entirety:** This Sale Agreement, together with the Loan Agreement and the Terms and Conditions, is the entire agreement recording the understanding reached between the Parties in respect to matters concerning this Sale Agreement.
- 9.6. **Relationship:** Nothing contained in this Sale Agreement shall constitute a partnership between the Parties or authorise any Party to act as an agent of the other except to the extent specifically agreed in writing.
- 9.7. **General Compliance:** The Parties agree that they shall, in the performance of this Sale Agreement, comply with all legal and regulatory requirements as may be applicable from time to time.

- 9.8. **Amendment:** This Sale Agreement may be modified or amended only by writing duly executed by all Parties.
- 9.9. **Cumulative Rights:** All remedies of the Parties under this Sale Agreement whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 9.10. **Assignment.** Neither this Sale Agreement nor any right or obligation hereunder or part hereof may be assigned by Seller and any attempt to do so shall be void. Any further assignment of Sale ALT.SQFTs will have to be undertaken by executing a separate Sale Agreement.
- 9.11. **Counterparts:** This Sale Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same.

IN WITNESS WHEREOF the Parties hereto have caused this Sale Agreement to be executed on the day and year and at the place hereinbelow written and in the manner hereinafter mentioned.

FOR LLP

Signature: _____

Name: _____

Designation: Designated Partner

FOR ALT DRX

Signature: _____

Name: Avinash Vuntakal Rao

Designation: Director

FOR Seller

Signature: _____

Name: BAVIKERE ABDUL RAHMAN

Alt DRX User ID: 000003750

Annexure I: Details of Parties and Relevant ALT.SQFTs

1. Name of the Seller	BAVIKERE ABDUL RAHMAN
2. ALT DRX User ID of the Seller	000003750
3. Seller's PAN Number	CHKPR0355J
4. Transaction Type	OTS
5. ALT.SQFT Name / Unique Series Numbers	
6. Quantity of ALT.SQFT as per OTS	131
7. Price Option selected as per OTS	Limit Price
8. Order ID	TX/LP/S/838738
9. ALT.SQFT Unique Numbers and its parent Partner-Lender Loan Agreement	Available under the user logged-in section on www.AltDRX.com/mydocuments