

Stamp Duty Paid Rs.100/-
Vide E-Stamp No.IN-DL97517888162609Q
Dt. 30.10.2018

AGREEMENT TO SELL

THIS AGREEMENT IS MADE & EXECUTED AT DELHI ON _____ BETWEEN **M/S VAIBHAVLAXMI CLEAN ENERGY LLP** a limited liability partnership constituted under the Limited Liability Act 2008 having its registered office at 379, Vardhman Grand Plaza, Plot No. 7, Manglam Palace, Sector – 3, Rohini, Delhi – 110085, through its Partner Shri Sanjay Agarwal (having Aadhar No.3918-9157-8519) S/o Sh. Kalicharan Agarwal presently residing at Flat No.- 604, Block- 4 (I), AWHO Township, Gurjinder Vihar, Sector- CH11, Greater Noida, Gautam Budha Nagar–201310 duly authorized vide Resolution dated 24th October 2018 passed by LLP at the meeting held on 24th October 2018 (hereinafter called the FIRST PARTY)

AND

M/S PRISTINE DEVELOPERS PRIVATE LIMITED a private limited company, duly incorporated under the Companies Act, 1956, having CIN: U45200MH2005PTC152142 and having PAN: AADCP5436F and having its registered office situated at 3, Narayan Building, 23, L. N. Road, Dadar (East), Mumbai – 400014, through its authorized person/signatory Mohammad Hani (having Aadhaar ID-3717-0568-5619 & PAN-ACXPH1110P) son of Syed Bande Hasan, resident of Flat No.200, Pocket-B, DDA Flats, Sukhdev Vihar, Okhla, New Delhi-110025, vide resolution duly passed in the meeting of board of Directors held on 29.09.2018 (hereinafter called the SECOND PARTY).

The expression FIRST PARTY & SECOND PARTY shall mean and include the parties, their heirs, successors, legal representatives, executors and assigns.

WHEREAS the FIRST PARTY is the owner and in possession of following properties including all Plants & Machinery of Wind Mills installed therein:-

- a. All that piece and parcel of land bearing survey No.1001/2 admeasuring to 0.19 hectares or thereabouts and land bearing survey No. 1002/2 admeasuring to 0.16 hectares or thereabout (collectively aggregating to 035 hectares) situated, lying and being at Village Mundlaram, Tehsil - Jaora, District - Ratlam, Madhya Pradesh, purchased from SUZLON GUJARAT WIND PARK LIMITED, for a consideration under certain terms and conditions contained in Sale Deed dated 25th March 2011 registered at the office of Sub Registrar, Tehsil - Jaora, District Ratlam, Madhya Pradesh, under serial no. 4279 of 2011 sold all that piece and parcel to.
- b. All that piece and parcel of the land bearing survey No.1127 admeasuring to 0.35 hectares or thereabouts (out of total 0.62 hectares) situate, lying and being at Village Mundlaram, Tehsil - Jaora, District Ratlam,

Madhya Pradesh purchased by VAIBHAVLAXMI CLEAN ENERGY LLP from SUZLON GUJARAT WIND PARK LIMITED, for a consideration under certain terms and conditions contained in Sale Deed dated 25th March 2011 registered at the office of Sub Registrar, Tehsil - Jaora, District Ratlam, Madhya Pradesh, under serial no. 4280 of 2011 sold all that piece and parcel to.

c. All that piece and parcel of land bearing survey No. **84 (P)** admeasuring to 0.51.4 hectares (viz. 1.27 acres) or thereabout (out of 1.94 acres) and bearing survey no. **85 (P)** admeasuring to 0.50.0 hectares (viz. 1.23 acres) or thereabout (out of 1.93 acres) i.e. aggregates to 1.01.4 hectares (viz. 2.50 acres) situate, lying and being at Tenkasi Registration District, Melaneelithanallur Sub-Registration District, Melaneelithanallur Village, Tamil Nadu purchased by VAIBHAVLAXMI CLEAN ENERGY LLP from SHUBH REALTY (SOUTH) PRIVATE LIMITED, for a consideration under certain terms and conditions contained in Sale Deed dated 23th June 2011 registered at the office of Sub Registrar, Melaneelithanallur, Tirunelveli District, Tamil Nadu, under serial no. 1359 of 2011 sold all that piece and parcel to.

d. All that piece and parcel of land bearing survey no. 34/3 (P) admeasuring to 0.92.7 hectares (viz. 2.29 acres) or thereabout (out of 3.67 acres) and bearing survey no. 804 (P) admeasuring to 0.08.5 hectares (viz. 0.21 acres) or thereabout (out of 0.22 acres) i.e. aggregates to 1.01.2 hectares (viz. 2.50 acres) situate, lying and being at Tenkasi Registration District, Melaneelithanallur Sub-Registration District, Veerakeralamputhur and Sankarankoil Taluk, Muthammalpuram Village and Vannikonendal Village, Tamil Nadu purchased by VAIBHAVLAXMI CLEAN ENERGY LLP from SUZLON ENGITECH LIMITED, for a consideration under certain terms and conditions contained in Sale Deed dated 23th June 2011 registered at the office of Sub Registrar, Melaneelithanallur, Tirunelveli District, Tamil Nadu, under serial no. 1360 of 2011 sold all that piece and parcel to.

e. All that piece and parcel of land bearing survey no. 753/1 (P) admeasuring to 0.10.5 hectares (viz. 0.26 acres out of 0.70 acres), survey no. 753/2A (P) admeasuring to 0.05.7 hectares (viz. 0.14 acres out of 0.34 acres), survey no. 753/2B (P) admeasuring to 0.05.7 hectares (viz. 0.14 acres out of 0.79 acres), survey no. 754/1 (P) admeasuring to 0.38.3 hectares (viz. 0.945 acres out of 1.37 acres), bearing survey no. 754/2A admeasuring to 0.18.5 hectares (viz. 0.46 acres) and survey no. 754/2B admeasuring to 0.22.5 hectares (viz. 0.555 acres) i.e. aggregates to 1.01.2 hectares (viz. 2.50 acres) or thereabout situate, lying and being at Tenkasi Registration District, Melaneelithanallur Sub-Registration District, Sankarankoil Taluk, Vannikonendal Village, Tamil Nadu purchased by VAIBHAVLAXMI CLEAN ENERGY LLP from SUZLON ENGITECH LIMITED, for a consideration under certain terms and conditions contained in Sale Deed dated 28th June 2011 registered at the office of Sub Registrar, Melaneelithanallur, Tirunelveli District,

Tamil Nadu, under serial no. 1418 of 2011 sold all that piece and parcel to.

f. All that piece and parcel of land bearing survey no. 282/1 admeasuring to 0.20.0 hectares (viz. 0.495 acres), survey no. 282/2 admeasuring to 0.20.0 hectares (viz. 0.495 acres), survey no. 283/13 admeasuring to 0.09.0 hectares (viz. 0.22 acres), survey no. 283/14 admeasuring to 0.08.5 hectares (viz. 0.21 acres), survey no. 285/17B admeasuring to 0.05.0 hectares (viz. 0.12 acres), survey no. 285/25 (Part) admeasuring to 0.19.0 hectares (viz. 0.465 acres out of 0.495 acres) and survey no. 285/26 admeasuring to 0.20.0 hectares (viz. 0.495 acres) i.e. aggregates to 1.01.5 hectares (viz. 2.50 acres) or thereabout situate, lying and being at Tirunelveli Registration District, Sub-Registration District, Radhapuram, Vijayapathy Village, Tamil Nadu purchased by VAIBHAVLAXMI CLEAN ENERGY LLP from SHUBH REALTY (SOUTH) PRIVATE LIMITED, for a consideration under certain terms and conditions contained in Sale Deed dated 10th August 2011 registered at the office of Sub Registrar, Radhapuram, Tirunelveli District, Tamil Nadu, under serial no. 5306 of 2011 sold all that piece and parcel to.

(hereinafter collectively referred to as the "Property")

And Whereas M/s Vaibhavlaxmi Clean Energy LLP, had availed credit facilities from Corporation Bank against the equitable mortgage of immovable property described under Schedule -1. Against the said credit facilities availed we were unable to maintain the loan account No. 560821000175918 regular and hence the account was classified as non-performing asset by Corporation Bank. Thereafter, with an intent to liquidate the outstanding dues, we negotiated with a strategic investor (namely "Pristine Developers Private Limited") who agreed to purchase our business on slump sale basis. According, by an Agreement to Transfer Business dated 21st March 2018 we transferred our entire Business (as defined in the said Agreement to Transfer Business) to the SECOND PARTY i.e. Pristine Developers Private Limited a private limited company, duly incorporated under the Companies Act, 1956, having CIN: U45200MH2005PTC152142 and having PAN: AADCP5436F and having its registered office situated at 3, Narayan Building, 23, L. N. Road, Dadar (East), Mumbai – 400 014. Under the said Agreement at the request of the FIRST PARTY, the part of consideration at its request shall be paid by the SECOND PARTY i.e. Pristine Developers Private Limited to Corporation Bank to liquidate the outstanding dues for the credit facilities availed by them. Such payment of the said outstanding dues by the second party i.e. Pristine Developers Private Limited to Corporation Bank shall be a valid discharge of a part of the consideration for the Business transferred by them to the second party i.e. Pristine Developers Private Limited.

AND WHEREAS the FIRST PARTY has agreed to Sell and transfer the above said property including all Plants & Machinery of Wind Mills installed therein, unto the SECOND PARTY for a total sale consideration of Rs.51,00,00,000/- (Rupees Fifty One Crore only) and for which the SECOND

PARTY has also agreed to purchase the same at the above mentioned sale consideration.

NOW THIS AGREEMENT WITNESSETH AS HEREUNDER:

1. That out of the above said sale consideration the FIRST PARTY had already received a sum of Rs.5,10,00,000/- (Rupees Five Crore Ten Lakh only) as an earnest money/advance from the SECOND PARTY, against the sale of the above said property, the Receipt of which is hereby again admitted and acknowledged by the FIRST PARTY.

2. That out of the balance sale consideration of the above said property including all Plants & Machinery of Wind Mills installed therein, the SECOND PARTY has also paid a sum of Rs.38,61,53,856/- (Rupees Thirty Eight Crore Sixty One Lakh Fifty Three Thousand Eight Hundred Fifty Six only) to the FIRST PARTY at the time of execution of this agreement, the Receipt of which is hereby admitted and acknowledged by the FIRST PARTY.

3. That the physical & legal possession of the above said entire property i.e. land, plants & machinery of Wind Mills by the FIRST PARTY unto the SECOND PARTY.

4. That the FIRST PARTY has already executed three separate General Power of Attorneys in respect of above said land in favour of Mr Tej Singh (having Aadhar No.8615-8720-0029), aged 63 years, son of Sh. Ramji Lal, resident of WZ -744, Badial, Bata Chowk, Palam Village, Dwarka, Sector-7, New Delhi-110045, who is fully authorize to do all acts, deeds & things pertaining to the above said land in favour of the SECOND PARTY herein.

5. That the remaining balance sale consideration of the above said property shall be paid by the Second Party to the First Party on or before _____ under due acknowledgement, but before that the FIRST PARTY or its Attorney/authorized representative shall execute the proper Sale Deed(s)/Conveyance Deed/Transfer Deed of the above said property in favour of the SECOND PARTY or its Nominee(s) after obtaining the Sale permission/NOC from the Department/Authority concerned if any required.

6. That the FIRST PARTY hereby declare and assure that the above said property including all Plants & Machinery of Wind Mills installed therein, is/are free from all sorts of encumbrances, such as sale, gift, lease, litigation, dispute, notification, acquisition, attachment etc. and there is no legal defect in the title of the FIRST PARTY and if it is proved otherwise the FIRST PARTY shall indemnify the SECOND PARTY in full to the extent of loss thus sustained by the SECOND PARTY.

7. That all the previous title documents of the above said property including all correspondence related to the all Plants & Machinery of Wind Mills shall be handed over by the FIRST PARTY to the SECOND PARTY on today/before execution and registration of proper Transfer Deed/Sale Deed/Conveyance Deed in favour of the SECOND PARTY and/or nominee(s).

8. That in case the FIRST PARTY fails to execute the proper Sale Deed/Transfer Deed/Conveyance Deed of the above said property and get the same registered in favour of the SECOND PARTY or his Nominee(s) and also fails to transfer all plants & Machinery of Wind which are installed upon the said property, then the Second Party may get the said transaction enforced through the Court of law by specific performance of a suit at the risk, cost and expenses of the FIRST PARTY.

9. That whenever and wherever presentation of the FIRST PARTY or its attorney will be required for the completion of any Act, Deed and/or Thing regarding the transfer of the said property including all plants & machinery in favour of the SECOND PARTY or its Nominee(s), the FIRST PARTY or its attorney shall present at the required place and will do all acts, deeds and things required for the purpose.

IN WITNESS WHEREOF, both the parties have set their hands to this Agreement on the day, month and year first hereinabove written in the presence of the following witnesses, who have also signed in the presence of the parties.

WITNESSES:

1. **'FIRST PARTY'**

2. **'SECOND PARTY'**