

BEFORE THE NATIONAL COMPANY LAW APPELLATE
TRIBUNAL AT NEW DELHI
I.A. NO. 919 OF 2026
IN CA(AT)(INS) NO. 791 OF 2023
IN THE MATTER OF:

DEVENDRA SINGH ...APPELLANT
VERSUS
HOMEBUYERS OF SIDHARTHA
BUILDHOME PRIVATE LIMITED &
ORS. ...RESPONDENTS

AND IN THE MATTER OF:

SIDHARTH CHAUHAN
DIRECTOR (POWERS SUSPENDED)
SIDHARTHA BUILDHOME PRIVATE
LIMITED & ORS. ...APPLICANT
VERSUS
PUNJAB AND SINDH BANK & ORS. ...RESPONDENTS


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Filed by:



Respondent No. 2



Through



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Annexure-11

Option- Existing Structure

Additional Charge/Payment Plan

Stage	%
On effective date	10%
On commencement of construction	5%
On commencement of plumbing works for respective tower	20%
On commencement of electrical works for respective tower	20%
On commencement of tiling works for respective tower	20%
On commencement of lift works	10%
On commencement of ventilation works	5%
On commencement of external development works	5%
On offer of possession	5%

Description	Lakh
Inflow from Resolution Applicant	5,000.00
Inflow from Claimant allottees	4484.39
Inflow from Non-Claimant allottees	808.1
Sale of Unsold Units	7,220.80
Sale of School	1,468.32

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ALPHACORP

THIS DOCUMENT MAY BE READ AS A CLARIFICATORY TABLE TO THE REVISED RESOLUTION PLAN DATED 09.09.2024 SUBMITTED BY M/S ALPHACORP DEVELOPMENT PRIVATE LIMITED IN SIDHARTHA BUILDHOME PRIVATE LIMITED.

S. No.	Para and Clause No of the revised Resolution Plan dated 26.08.2024	Clause as per modified Resolution Plan	Clarified/substituted/ amended Para and clauses
1.	Part II Clause A -	Part II Clause A (xii) "CIRP Commencement Date" shall mean the date on which the Hon'ble NCLT vide its Order dated 04.03.2021 in CP(IB) No. 717/2019 was pleased to admit the CIRP of the Corporate Debtor, i.e., 04.03.2021.	Additional Definition Additional Definitional provided
2.	Part IV Clause B (b) b. The details of the CIRP Costs incurred by the Resolution Professional and the estimated CIRP Cost as detailed in the IM and uploaded on the VDR state that the CIRP cost for the period from April 2024 to June 2024 is Rs 29,81,484/-, as approved by the CoC. Further an amount of Rs. 12,740/- towards the CIRP Cost has previously been paid. Therefore, the Unpaid CIRP Cost from the period of 03.04.2024 to June 2024 is stated to be Rs. 29,68,744/-.	Part IV Clause B (b) b. The details of the CIRP Costs incurred by the Resolution Professional and the estimated CIRP Cost as detailed in the IM and uploaded on the VDR state that the CIRP cost for the period from April 2024 to June 2024 is Rs 29,81,484/-, as approved by the CoC. Further an amount of Rs. 12,740/- towards the CIRP Cost has previously been paid. Therefore, the Unpaid CIRP Cost from the period of 03.04.2024 to June 2024 is stated to be Rs. 29,68,744/-.	Clarification It is stated that at Part IV Clause B the Resolution Applicant has taken the period of the CIRP Cost from April 2024 to June 2024 is Rs 29,81,484/-, as approved by the CoC and as provided in the VDR. Further, an amount of Rs. 12,740/- towards the CIRP Cost has previously been paid as per the VDR. Therefore, the Unpaid CIRP Cost from the period of 03.04.2024 to June 2024 is stated to be Rs. 29,68,744/-. That, as per the VDR, on date of the submission of the revised Resolution Plan, i.e., 26.08.2024, the last available data with respect to CIRP Cost also reflects the same amount of Rs 29,81,484/-. This amount of Rs

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A MSME COMPANY- UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)

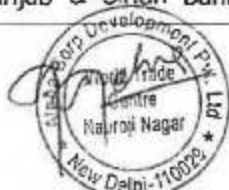
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			29,81,484/- is less than the amount of Rs. 50,00,000/- stipulated under the Resolution Plan as the Resolution Applicant has assumed and estimated the said amount taking into consideration the contingency of increase of CIRP Cost in the future. The Resolution Plan further provides for the treatment and payment of the CIRP Cost, if the same increases beyond Rs. 50,00,000/-.
3.	<p>Part IV Clause B (b)</p> <p>The IM estimates CIRP cost to be not higher than Rs. 29,68,744/-. (Rupees Twenty Nine Lakh Sixty Eight Thousand Seven Hundred Forty Four only) however the Resolution Applicant proposes to pay the CIRP cost up to Rs. 50,00,000/-. (Rupees Fifty Lakh only) within 25 days from the Effective Date. It is hereby clarified that the unpaid CIRP Costs shall be paid in full by the Resolution Applicant over and above such Rs. 50,00,000/- (Rupees Fifty Lakh only) spend by the Resolution Professional and approved by the COC.</p>	<p>Part IV Clause B (b)</p> <p>d. The IM estimates CIRP cost to be not higher than Rs. 29,68,744/-. (Rupees Twenty Nine Lakh Sixty Eight Thousand Seven Hundred Forty Four only) however the Resolution Applicant proposes to pay the CIRP cost up to Rs. 50,00,000/-. (Rupees Fifty Lakh only) within 25 working days from the Effective Date. It is hereby clarified that the unpaid CIRP Costs shall be paid in full by the Resolution Applicant over and above such Rs. 50,00,000/- (Rupees Fifty Lakh only) spend by the Resolution Professional and approved by the COC.</p>	<p>Clarification</p> <p>Clarification provided with respect to the timeline for payment</p>



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4.	<p>Part IV Clause C</p> <p>c. The amount required to be paid as per Section 30(2)(b) of the IBC read with Regulation 38(1)(b) to the financial creditors, who do not vote in favour of the resolution plan which shall not be less than the amount to be paid to such creditors in accordance with Sub-section (1) of Section 53 and shall be paid within 30 working days from the Effective Date and such financial creditors shall be paid in priority to the creditors who vote in favour of the Resolution Plan.</p>	<p>Part IV Clause C</p> <p>c. The amount required to be paid as per Section 30(2)(b) of the IBC read with Regulation 38(1)(b) to the financial creditors, who do not vote in favour of the resolution plan which shall not be less than the amount to be paid to such creditors in accordance with Sub-section (1) of Section 53 and shall be paid within 25 working days from the Effective Date and such financial creditors shall be paid in priority to the creditors who vote in favour of the Resolution Plan</p>	<p>Correction</p> <p>Amount due to the Dissenting Financial Creditors shall be paid within 25 working days.</p>
5.	<p>Part IV Clause C</p> <p>-</p>	<p>Part IV Clause C</p> <p>l. In case the realization from the PUFÉ Transactions is more than the admitted claims of the Secured Financial Creditors (not belonging to any class of creditors), then the balance amount shall be appropriated in favour of allottees to the extent of Additional Charge/Payment.</p>	<p>Additional Clause</p> <p>Sub-clause (l) has been added after sub-clause (k) accounting for the treatment of recoveries from PUFÉ Transactions.</p>
6.	<p>Part IV Clause D</p> <p>-</p>	<p>Part IV Clause D</p> <p>e. The Resolution Professional vide email dated 03.09.2024 informed the Resolution Applicant of the Order dated 22.07.2024 of the Hon'ble NCLAT in I.A. No. 3557/2024 in CA(AT)(Ins)791 of 2023 wherein the Hon'ble NCLAT, pursuant to the consent of Punjab & Sindh Bank, has deleted the name of Punjab & Sindh Bank from the</p>	<p>Additional Clause</p> <p>Additional clause (e) has been added with respect to the deletion of the name of Punjab & Sindh Bank from the list of Committee of Creditors of the Corporate Debtor in pursuance of the Order dated 22.07.2024 of the Hon'ble NCLAT in I.A. No. 3557/2024 in CA(AT)(Ins)791 of 2023</p>



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		list of Committee of Creditors of the Corporate Debtor and hence the Resolution Applicant, as detailed above, proposes not to pay anything to Punjab & Sindh Bank.	
7.	Part IV Clause D(g) 2.	Part IV Clause D(g) 2. That upon the grant of the proposed FAR/TDR utilization, as applied for by the Resolution Applicant (minimum of 5,75,000 square feet), the RA proposes to demolish all the existing towers and raise it to the ground. The RA further proposes to develop and construct the new towers as per the terms of the ABA/BBA provided that the grant of additional FAR/TDR utilization, as proposed by the RA, is allowed and permitted by the competent authority in the building plan for the development on the Project Land for License No. 17 of 2011. That upon the grant of the extra FAR/TDR, the RA shall utilise the extra FAR/TDR either horizontally or vertically in terms of the new building plan to be constructed after demolishing the existing structure, as aforesaid.	Clarification Clarification provided with respect to area.
8.	Part IV Clause D(g) 3. The Resolution Applicant also proposes not to charge any Additional Charge/Payment from the existing allottees, whose claims have been admitted as on the Cut-off Date, provided that such grant of the	Part IV Clause D(g) 3. The Resolution Applicant also proposes not to charge any Additional Charge/Payment from the existing allottees, whose claims have been admitted as on the Cut-off Date, provided that such grant of the additional FAR/TDR utilization as	Clarification Clarification provided in the clause D(g)(3) pertaining to the cost payable to the allottee(s).



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	<p>additional FAR/TDR utilization as proposed/applied for by the RA is permitted and allowed by the competent authority.</p>	<p>proposed/applied for by the RA is permitted and allowed by the competent authority. However, the existing allottees shall be liable to balance amount payable by them in terms of their respective builder buyer agreements/BBA/ABA.</p> <p>No extra cost would be payable by the allottee(s) even if relaxations prayed for in the relief/concession towards the interest on EDC/IDC is not granted. Further, no extra cost shall be claimed from the existing allottee(s) even if there is any escalation towards the cost of construction.</p>	
9.	<p>Part IV Clause D(g)</p> <p>-</p>	<p>Part IV Clause D(g)</p> <p>4. Further, that if the competent authority(ies) grants/approves the utilization of the extra FAR/TDR for a minimum of 4,81,000 square feet, then the allottee(s) of the Project, in addition to the balance amount payable in terms of their respective builder buyer agreements/BBA/ABA shall pay Additional Charge/Payment of Rs. 1,500/- per square feet (Rupees Fifteen Hundred only per square feet) on the saleable area plus all applicable taxes. In the given scenario the Resolution Applicant, shall demolish the existing structure and will come out with the new building structure with the updated infrastructure and facilities.</p>	<p>Additional Clause</p> <p>Additional clause added clarifying the treatment of allottee(s) upon the grant/approval of extra FAR/TDR upto 2.95x</p>



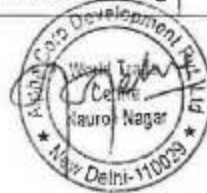
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10.	<u>Part IV Clause D(g)</u> -	<u>Part IV Clause D(g)</u> 5. Further, that if the competent authority(ies) grants/approves the utilization of the extra FAR/TDR for a minimum of 3,00,000 square feet, then the allottee(s) of the Project, in addition to the balance amount payable in terms of their respective builder buyer agreements/BBA/ABA shall pay Additional Charge/Payment of Rs. 2,700/- per square feet (Rupees Twenty Seven Hundred only per square feet) on the saleable area plus all applicable taxes. In the given scenario the Resolution Applicant, shall demolish the existing structure and will come out with the new building structure with the updated infrastructure and facilities.	<u>Additional Clause</u> Additional clause added clarifying the treatment of allottee(s) upon the grant/approval of extra FAR/TDR upto 2.5x
11.	<u>Part IV Clause D(g)</u> -	<u>Part IV Clause D(g)</u> 7. In case the realization from the PUFEE Transactions is more than the admitted claims of the Secured Financial Creditors (not belonging to any class of creditors), then the balance amount shall be appropriated in favour of allottees to the extent of Additional Charge/Payment.	<u>Additional Clause</u> Additional sub-sub-clause added at point 7 in the clause with respect to PUFEE accounting for the treatment of recoveries from PUFEE Transactions.
12.	<u>Part IV Clause D(p)</u> p. p. The Resolution Applicant shall have the right to relocate the allottees, whose claims have been filed and possession is pending, to a different tower from what was originally assigned as per	<u>Part IV Clause D(p)</u> p. The Resolution Applicant shall have the right to relocate the allottees, whose claims have been filed as on the Cut-off Date and possession is pending, to a different tower from what was originally assigned as per the	<u>Clarification</u> Clarification provided with respect to relocation.



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	<p>the ABA/BBA/FBA/Allotment Letter as per the discretion of the Resolution Applicant based on the completion of the Towers in order to prioritize early possession to such allottee. The nature of the Unit offered shall be similar in built, structure, location and area. The allottee shall not object to any such relocation by the Resolution Applicant. However, before such relocation the consent of the allottee(s) would be necessary.</p>	<p>ABA/BBA/FBA/Allotment Letter as per the discretion of the Resolution Applicant based on the completion of the Towers in order to prioritize early possession to such allottee. The nature of the Unit offered shall be similar in built, structure, location and area. The allottee shall not object to any such relocation by the Resolution Applicant. However, before such relocation the consent of the allottee(s) would be necessary and the relocation would not be a compulsion for such allottee(s).</p>	
13.	<p>Part IV Clause D(r)</p> <p>r. Any and all claims of the Allottees shall be subject to re-verification on the basis of review of all necessary information/documents by the Resolution Applicant with a view to identify any anomaly/differences in respect of the claims as well as underlying claim amounts including but not restricted to the relevant unit numbers, payment plan, corroborating bank statements, payment receipts and such other details under the existing ABA/BBA/FBA/Allotment Letter. Hence, all Allottees shall mandatorily submit the valid and duly stamped agreement executed by SBPL though its validly appointed Authorized Representative appointed by the Board of Director of SBPL and the</p>	<p>Part IV Clause D(r)</p> <p>r. Any and all claims of the Allottees shall be subject to re-verification on the basis of review of all necessary information/documents by the Resolution Applicant with a view to identify any anomaly/differences in respect of the claims as well as underlying claim amounts including but not restricted to the relevant unit numbers, payment plan, corroborating bank statements, payment receipts and such other details under the existing ABA/BBA/FBA/Allotment Letter. Hence, all Allottees shall mandatorily submit the valid and duly stamped agreement executed by SBPL though its validly appointed Authorized Representative appointed by the Board of Director of SBPL and the Allottee of the Project of the SBPL for allotment and / booking</p>	<p>Clarification</p> <p>Clarification provided with respect to the verification process</p>



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	<p>Allottee of the Project of the SBPL for allotment and / booking of the respective units in the Project of SBPL. It is hereby clarified that the said ABAs/ BBAs/ FBAs/Allotment Letter/ Booking Letter along with payment receipts in original evidencing the payment to SBPL and statement of account in original issued by SBPL, duly authenticated, before the CIRP Commencement Date, shall be submitted to the Resolution Applicant within a period of 180 days from the Plan Approval Date and shall duly be tallied with the statement given to the Resolution Professional at the time of filing the claim(s).</p>	<p>of the respective units in the Project of SBPL. It is hereby clarified that the said ABAs/ BBAs/ FBAs/Allotment Letter/ Booking Letter along with payment receipts in original evidencing the payment to SBPL and statement of account in original issued by SBPL, duly authenticated, before the CIRP Commencement Date, shall be submitted to the Resolution Applicant within a period of 90 working days before the request of any transfer or possession and shall duly be tallied with the statement given to the Resolution Professional at the time of filing the claim(s). Original documents submitted by the allottees shall be returned to them after due verification.</p>	
14.	<p>Part IV Clause G</p> <p>b. The Resolution Applicant proposes to pay the dissenting financial creditors, if any, in accordance with the provisions of Section 30(2)(b) of the Code read with Section 53 of the Code and Regulation 38(1)(b) of the CIRP Regulations. The payment to the dissenting financial creditors shall be done 25 days from the Effective Date. The dissenting financial creditors shall be paid in priority over financial creditors who voted in favour of the resolution plan.</p>	<p>Part IV Clause G</p> <p>b. The Resolution Applicant proposes to pay the dissenting financial creditors, if any, in accordance with the provisions of Section 30(2)(b) of the Code read with Section 53 of the Code and Regulation 38(1)(b) of the CIRP Regulations. The payment to the dissenting financial creditors shall be done within 25 working days from the Effective Date. The dissenting financial creditors shall be paid in priority over financial creditors who voted in favour of the resolution plan.</p>	<p>Clarification</p> <p>Amount due to the Dissenting Financial Creditors shall be paid within 25 working days.</p>



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15.	<p>Part IV Clause H (3)</p> <p>The dues of the EPFO are for an amount of Rs. 15,83,413/- and shall be paid in full in accordance with the provision of the Section 53 of the IBC read with Regulation 38 of the CIRP within a period of 25 days from the Effective Date in full and final satisfaction of the claim. As per the records available in the IM and the VDR, there are no other statutory or government dues of the Corporate Debtor. If any such dues are brought forth before the RP or the Adjudicating Authority and admitted before the Plan Approval Date, the same shall be paid out of the amount due to the Secured Financial Creditor on pro rata basis.</p>	<p>Part IV Clause H (3)</p> <p>The dues of the EPFO are for an amount of Rs. 15,83,413/- and shall be paid in full in accordance with the provision of the Section 53 of the IBC read with Regulation 38 of the CIRP within a period of 25 working days from the Effective Date in full and final satisfaction of the claim. As per the records available in the IM and the VDR, there are no other statutory or government dues of the Corporate Debtor. If any such dues are brought forth before the RP or the Adjudicating Authority and admitted before the Plan Approval Date, the same shall be paid out of the amount due to the Secured Financial Creditor on pro rata basis.</p>	<p>Clarification</p> <p>Clarification provided with respect to payment of EPFO dues</p>
16.	<p>Part V Clause 6(c)</p> <p>TERM AND TIMELINE FOR IMPLEMENTATION OF RESOLUTION PLAN (S. No.)</p>	<p>Part V Clause 6(c)</p> <p>TERM AND TIMELINE FOR IMPLEMENTATION OF RESOLUTION PLAN (S. No.)</p>	<p>Correction</p> <p>Correction done with respect to the serial number in the table</p>
17.	<p>Part V Clause 8(I)</p> <p>I. Subject to the terms of the RFRP, on and from the Plan Approval Date: (a) the issued, subscribed and paid-up share capital amounting to INR 50,00,00,000/- (Rupees Fifty Crores only) comprising of 5,00,00,000 equity shares held by the Shareholders of the Corporate Debtor would stand cancelled without</p>	<p>Part V Clause 8(I)</p> <p>I. Subject to the terms of the RFRP, on and from the Plan Approval Date: (a) the issued, subscribed and paid-up share capital amounting to INR 50,00,00,000/- (Rupees Fifty Crores only) comprising of 5,00,00,000 equity shares held by the Shareholders of the Corporate Debtor would stand cancelled without</p>	<p>Clarification</p> <p>Clarification provided with respect to infusion of funds.</p>



	<p>payment of any consideration and without requirement of any procedure to be followed under the Companies Act, 2013 and the Corporate Debtor shall simultaneously make a fresh issue of 10,000 equity shares of INR. 10/- (Indian rupees ten only) each amounting to INR. 1,00,000/- (Rupees One Lakh only) to the Resolution Applicant.</p>	<p>any consideration and without requirement of any procedure to be followed under the Companies Act, 2013 and the Corporate Debtor shall simultaneously make a fresh issue of 10,000 equity shares of INR. 10/- (Indian rupees ten only) each amounting to INR. 1,00,000/- (Rupees One Lakh only) to the Resolution Applicant. Subsequent to the infusion of INR. 1,00,000/- (Rupees One Lakh only), as aforesaid, the Resolution Applicant herein shall subscribe to the balance share capital of 1,49,00,000 equity shares of Rs. 10/- amounting to Rs. 14,49,00,000/- within 90 working days of the Effective Date.</p>	
18.	<p>Part VI Clause D(ii)</p> <p>(b) The Resolution Applicant proposes to pay the requisite principal amount due towards the EDC/IDC as on 27.05.2024 to the Director, Town and Country Planning Department, Haryana Government (hereinafter referred to as "DTCP Haryana") for the renewal of the development license within 30 days from the Plan Approval Date. Any other charges/amount including but not limited to interest and/or penal interest and/or any unclaimed/unascertained and uncrystallized shall stand waived by DTCP Haryana. However, if DTCP Haryana</p>	<p>Part VI Clause D(ii)</p> <p>(b) The Resolution Applicant proposes to pay the requisite principal amount due towards the EDC/IDC as on 27.05.2024 to the Director, Town and Country Planning Department, Haryana Government (hereinafter referred to as "DTCP Haryana") for the renewal of the development license within 30 working days from the Plan Approval Date. Any other charges/amount including but not limited to interest and/or penal interest and/or any unclaimed/unascertained and uncrystallized shall stand waived by DTCP Haryana. Pursuant to the payment of Rs. 21,98,64,000/- due toward EDC</p>	<p>Clarification</p> <p>Clarification provided with respect to payment of EDC/IDC charges.</p>



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<p>does not agree to such waiver then such amount due towards interest or penal interest shall be proportionally distributed and recovered from the Allottees in the ratio of the saleable area of their respective units. Pursuant to the payment of Rs. 21,98,64,000/- due toward EDC and Rs. 1,99,60,000/- due towards SIDC as on 27.05.2024, the DTCP Haryana shall renew the development License of the Project Land in the name of the Resolution Applicant and/or the relevant Project SPV, as provided in the Resolution Plan, and provide all certificates (including no objection certificates) and requested waivers, and renewal of all applicable licenses and/or other approvals necessary for the construction and development of the Project in accordance with this Resolution Plan.</p>	<p>and Rs. 1,99,60,000/- due towards SIDC as on 27.05.2024, the DTCP Haryana shall renew the development License of the Project Land in the name of the Resolution Applicant and/or the relevant Project SPV, as provided in the Resolution Plan, and provide all certificates (including no objection certificates) and requested waivers, and renewal of all applicable licenses and/or other approvals necessary for the construction and development of the Project in accordance with this Resolution Plan.</p>		
19.	<p><u>Part VI Clause (H) 4</u></p> <p>4. It is clarified that the abovementioned benefit is being given to the Category A1 Creditors due to the realization from avoidance transactions in terms of Section 43, 45, 47, 49, 50 or 66 of the IBC.</p>	<p><u>Part VI Clause (H) 4</u></p> <p>4. It is clarified that the benefit from PUFET Transaction in terms of Section 43, 45, 47, 49, 50 or 66 of the IBC is being given to the Category A1 Creditors. In case the realization from the PUFET Transactions is more than the admitted claims of the Category A1 Creditors, then the balance amount shall be appropriated in favour of allottees (Category A3 Creditors) to the extent of Additional</p>	<p><u>Clarification</u></p> <p>Clarification with respect to the treatment of benefits from PUFET Transactions.</p>



		Charge/Payment.	
20.	Annexure 10 Cash flow statements along with workings for the Project/Financial Proposal	Annexure 10 Cash flow statements along with workings for the Project/Financial Proposal	Substitution The Annexure 10 stands substituted and the Annexure 10 containing the Cash flow statements along with workings for the Project/Financial Proposal have been provided hereunder as part of the revised resolution plan dated 09.09.2024. The Cash flow statements along with workings for the Project/Financial Proposal (Annexure 10) attached as per the revised Resolution Plan dated 09.09.2024 maybe referred in place of the previously submitted Cash flow statements along with workings for the Project/Financial Proposal
21.	Annexure 11 Construction schedule plan and cost estimates along with receivables of the Project (Payment Schedule)	Annexure 11 Construction schedule plan and cost estimates along with receivables of the Project (Payment Schedule)	Substitution The page 622 of Annexure 11 (Payment Schedule) stands substituted and the Annexure 11 containing the revised Payment Schedule under the Construction schedule plan and cost estimates along with receivables of the Project have been provided hereunder as part of the revised resolution plan dated 09.09.2024. The revised Payment Plan under the Construction schedule plan and cost estimates along with receivables of the Project (Annexure 11) attached as per the revised Resolution Plan dated 09.09.2024 maybe referred in place of the previously submitted Payment Plan at Page 622 of



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			Annexure 11 titled construction schedule plan and cost estimates along with receivables of the Project
--	--	--	--

Yours faithfully,

Alpha Corp Development Private Limited

Name: Santosh Singh Mehra

Date: 09.09.2024



A handwritten signature in blue ink, appearing to read "Santosh Singh Mehra".

A handwritten mark, possibly initials or a signature, in blue ink above the text "TRUE COPY".
TRUE COPY

Option- Existing Structure

Stage	%
On effective date	10%
On commencement of construction	5%
On commencement of plumbing works for respective tower	20%
On commencement of electrical works for respective tower	20%
On commencement of tiling works for respective tower	20%
On commencement of lift works	10%
On commencement of ventilation works	5%
On commencement of external development works	5%
On offer of possession	5%

Description	Lakh
Inflow from Resolution Applicant	5,000.00
Inflow from Claimant allottees	4484.39
Inflow from Non-Claimant allottees	808.1
Sale of Unsold Units	7,220.80
Sale of School	1,468.32

Balance Receivable Payment Plan

Installment	Event	Percentage
1 st Installment	After 12 months from start of construction	30%
2 nd Installment	After 24 months from start of construction	30%
3 rd Installment	After Possession	40%



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Option 1- Additional FSI of 5 lakh sft**Annexure-11****Payment Plan for Balance Receivables**

Installment	Event	Percentage
1 st Installment	After 12 months from start of construction	25%
2 nd Installment	After 24 months from start of construction	25%
3 rd Installment	After 36 months from start of construction	25%
4 th Installment	On offer of possession	25%



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Option 2- Additional FSI of 4.81 lakh sqft**Annexure-11****Payment Plan for Collection of Additional Charge**

Stage	%
On effective date	10%
On commencement of excavation works	5%
On commencement of raft foundation works	5%
On commencement of lower basement roof slab	10%
On commencement of upper basement roof slab	10%
On commencement of ground floor roof slab	5%
On commencement of 2 nd floor roof slab	5%
On commencement of 5 th floor roof slab	5%
On commencement of 8 th floor roof slab	5%
On commencement of 11 th floor roof slab	5%
On commencement of 14 th floor roof slab	5%
On commencement of plumbing & electrical work	5%
On commencement of tiling work	5%
On commencement of basement ventilation work	5%
On commencement of lift work	5%
On commencement of external development work	5%
On offer of possession	5%

Payment Plan for Balance Receivables

Installment	Event	Percentage
1 st Installment	After 12 months from start of construction	25%
2 nd Installment	After 24 months from start of construction	25%
3 rd Installment	After 36 months from start of construction	25%
4 th Installment	On offer of possession	25%



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Option 3- Additional FSI of 3 lakh sft**Annexure-11****Payment Plan for Collection of Additional Charge**

Stage	%
On effective date	10%
On commencement of excavation works	5%
On commencement of raft foundation works	5%
On commencement of lower basement roof slab	10%
On commencement of upper basement roof slab	10%
On commencement of ground floor roof slab	5%
On commencement of 2 nd floor roof slab	5%
On commencement of 5 th floor roof slab	5%
On commencement of 8 th floor roof slab	5%
On commencement of 11 th floor roof slab	5%
On commencement of 14 th floor roof slab	5%
On commencement of plumbing & electrical work	5%
On commencement of tiling work	5%
On commencement of basement ventilation work	5%
On commencement of lift work	5%
On commencement of external development work	5%
On offer of possession	5%

Payment Plan for Balance Receivables

Installment	Event	Percentage
1 st Installment	After 12 months from start of construction	25%
2 nd Installment	After 24 months from start of construction	25%
3 rd Installment	After 36 months from start of construction	25%
4 th Installment	On offer of possession	25%



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AMENDMENT TO RESOLUTION PLAN

DATE: 10/09/2024

From:

Full name and Address of Resolution Applicant: Alpha Corp Development Private Limited J 602, 6th Floor, Tower "J", World Trade Centre, Nauroji Nagar, New Delhi 110029

Telephone No.

: 011-48311111

E-mail address

: santosh.a@alphacorp.in

Fax/No.

: N.A.

To,

Mr. DEEPAK KUMAR GOYAL

Resolution Professional

Sidhartha Buildhome Private Limited (excluding NCR Green Project)

701, Vikrant Tower 4, Rajendra Place, New Delhi - 110008

Sub : Amendment to Resolution plan for Sidhartha Buildhome Private Limited submitted on 09.09.2024

Dear Sir,

This is to inform you that as per our revised resolution plan submitted on 09.09.2024 for Sidhartha Buildhome Private Limited. Request you to kindly consider PART IV clause(E)(g)(2) as follow:

That upon the grant of the proposed FAR/TDR utilization, as applied for by the Resolution Applicant (minimum of 5,00,000 square feet), the RA proposes to demolish all the existing towers and raise it to the ground. The RA further proposes to develop and construct the new towers as per the terms of the ABA/BBA provided that the grant of additional FAR/TDR utilization, as proposed by the RA, is allowed and permitted by the competent authority in the building plan for the development on the Project Land for License No. 17 of 2011.

We, further submitting the amended payment plan as per **Annexure 11** for your consideration.

Thanking you,

Yours faithfully,

For Alpha Corp Development Private Limited

Santosh Singh Mehra

Shyam Vihar, Nauroji Nagar, Paschim, Rampur Road,
Haldwani 263139, Uttarakhand

Alpha Corp Development Private Limited
CIN: U45201PG2003PTC045680
602, 6th Floor, Tower - J, World Trade Centre,
Ring Road, Nauroji Nagar, New Delhi 110029

T+ 011 483 11111
E info@alphacorp.in, W www.alphacorp.in
Registered Office: Model Industrial Park, Opp. New Focal Point,
VPO Vallah Mehta Road, Amritsar - 143501 (Punjab)

A MSME COMPANY-UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)

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ALPHACORP

DATE: 12/09/2024

AMENDMENT TO RESOLUTION PLAN

From:

Full name and Address of Resolution Applicant: Alpha Corp Development Private Limited J 602, 6th Floor, Tower "J", World Trade Centre, Nauroji Nagar, New Delhi 110029

Telephone No. : 011-48311111
E-mail address : santosh.a@alphacorp.in
Fax/No. : N.A.

To,

Mr. DEEPAK KUMAR GOYAL
Resolution Professional
Sidhartha Buildhome Private Limited (excluding NCR Green Project)
701, Vikrant Tower 4, Rajendra Place, New Delhi - 110008

Sub: Amendment to Resolution plan for Sidhartha Buildhome Private Limited submitted on 09.09.2024

Dear Sir,

This is to inform you that as per our revised resolution plan submitted on 09.09.2024 for Sidhartha Buildhome Private Limited. Request you to kindly consider below amendment in the Resolution Plan:

1. PART IV clause(C)(i) at page no. 36 of 91:

Adding the below Para under Clause (C)(i):

This in furtherance to says that in case of any realization from the assets of SBPL other than Estella project assets, the additional payment by allottees shall be adjusted from the realization of such assets.

2. PART VI clause(D)(j) at page no. 74 of 91:

Request you to kindly read 2026 instead of 2025

We, further submitting the amended payment plan for all the three options as per the Resolution Plan:

1. Option 1: Additional FSI of 5 Lakh Sft
2. Option 2: Additional FSI of 4.81 Lakh Sft
3. Option 3: Additional FSI of 3 Lakh Sft

Request you to kindly take the above amendments in your record.

Thanking you,
Yours faithfully,

For Alpha Corp Development Private Limited


Santosh Singh Mehra
Shyam Vihar, Manpur East, Rampur Road,
Haldwani 263159, Uttarakhand

Alpha Corp Development Private Limited
CIN: U45201PB2003PTC045680
602, 6th Floor, Tower - J, World Trade Centre,
Ring Road, Nauroji Nagar, New Delhi - 110029

T + 011 483 11111
E info@alphacorp.in, W www.alphacorp.in
Registered Office: Model Industrial Park, Opp. New Focal Point,
VPO Vallah Mehta Road, Amritsar - 143501 (Punjab)

A MSME COMPANY- UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)


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Government of National Capital Territory of Delhi

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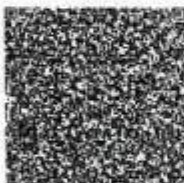
Certificate No.
 Certificate Issued Date
 Account Reference
 Unique Doc. Reference
 Purchased by
 Description of Document
 Property Description
 Consideration Price (Rs.)
 First Party
 Second Party
 Stamp Duty Paid By
 Stamp Duty Amount(Rs.)

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 SUBIN, DM DL-SEL02072455731652W
 ALPHA CORP DEVELOPMENT PRIVATE LIMITED SANTOSH MEHRA
 Article 4 Declaration
 STAMP PAPER FOR EXECUTION OF AUTHORIZATION
 :
 : (Zero)
 : ALPHA CORP DEVELOPMENT PRIVATE LIMITED
 : NOT APPLICABLE
 : ALPHA CORP DEVELOPMENT PRIVATE LIMITED
 : 100
 : (One hundred only)

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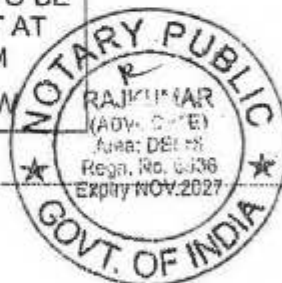
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SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCIESTAMP.COM

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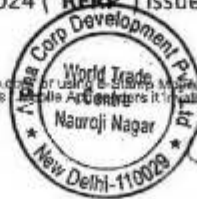


FORMAT IV AUTHORIZATION

The undersigned hereby authorize(s) and request(s) all the financial institutions, banks, multilateral lending agencies, public trusts, funds (which are registered with the SEBI) of the Resolution Applicant, as per the list set out as 'Annexure A - List of Bankers' in the RFRP, including subsidiaries and branches of the aforementioned, to furnish pertinent information deemed necessary and requested by the Resolution Professional, to verify the authenticity of the documents / information submitted by the Resolution Applicant and / or regarding the financial standing and general reputation of the Resolution Applicant, in respect of the Resolution Plan under the request for Resolution Plan dated 18.06.2024 ("RFRP") issued by RP.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at: www.shciestamp.com or using e-Stamp Master App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website of the Issuing Authority should be reported immediately.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



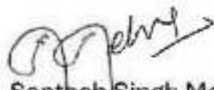
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standing and general reputation of the Resolution Applicant, in respect of the Resolution Plan under the request for Resolution Plan dated 18.06.2024 ("RFRP") issued by RP.

Capitalized terms shall have the meaning given to such terms in the RFRP.

For Alpha Corp Development Private Limited


Santosh Singh Mehra
Authorized Signatory




.....
(Signature of Notary Public)

Annexure A List of Bankers

Bank/Financial Institution	Address of the Branch	Name of the Contact Person / email-id	Designation	Landline/Mobile Number of the Contact Person
HDFC Bank Limited	C5/32 SDA New Delhi 110016	Sunaina Ahluwalia Sunaina.Ahluwalia@hdfcbank.com	Branch Manager	9312690683



ATTESTED


Notary Public Delhi (India)

25 JUL 2024

25 JUL 2024


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Government of National Capital Territory of Delhi

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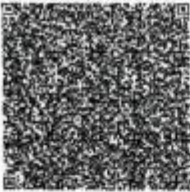
Reprinted e-Stamp Certificate

Certificate No.
 Certificate Issued Date
 Account Reference
 Unique Doc. Reference
 Purchased by
 Description of Document
 Property Description
 Consideration Price (Rs.)
 First Party
 Second Party
 Stamp Duty Paid By
 Stamp Duty Amount(Rs.)

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 SUB IN-DL-SE-1504099943513699W
 ALPHA CORP DEVELOPMENT PRIVATE LIMITED SANTOSH MEHRA
 Article 80(G) Power of attorney - GPA
 STAMP PAPER FOR EXECUTION OF POWER OF ATTORNEY
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 (Zero)
 : ALPHA CORP DEVELOPMENT PRIVATE LIMITED
 : NOT APPLICABLE
 : ALPHA CORP DEVELOPMENT PRIVATE LIMITED
 : 00
 (One Hundred only)

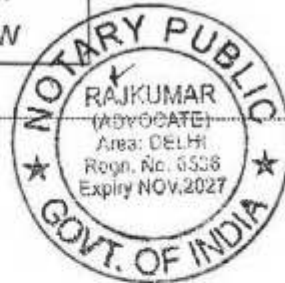
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 VERIFIED BY THE RECIPIENT AT
 WWW.SHCIESTAMP.COM
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FORMAT II

POWER OF ATTORNEY

Know all men by these presents, We, Alpha Corp Development Private Limited ("Resolution Applicant") having its Registered office address at Model Industrial Park opposite focal point, VPO Vallah, Mehta road, Amritsar, Punjab-143001, India and having its Corporate office address at J 602, 6th Floor, Tower J, World Trade Centre, Nauroji Nagar, New Delhi 110029 ("Resolution Applicant") do hereby constitute, appoint and authorize Mr. Santosh Singh Mehra S/o Mr. Badri Singh Mehra R/o Shyam Vihar, Manpur Bazar, Rampur Road, Haldwani 263139, Uttarakhand who is presently holding the position of Secretary as our true and lawful attorney

Statutory Alert:

1. The authority of this Stamp certificate should be verified at www.shciestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users.
3. In case of any discrepancy please inform the Competent Authority.



Santosh Singh Mehra

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("Attorney"), to do in the name of the Resolution Applicant and on the behalf of the Resolution Applicant, all such acts, deeds and things necessary in connection with or incidental to the submission of the Resolution Plan or any other document as may be required under or pursuant to the request for Resolution Plan issued by RP dated 18.06.2024("RFRP"), including the signing and submission of Resolution Plan and all other documents related to the Resolution Plan, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document that the Interim Resolution Professional/Resolution Professional may require the Resolution Applicant to submit. The aforesaid Attorney is further authorised to provide representations, information or responses to the Interim Resolution Professional/Resolution Professional, and represent the Resolution Applicant and generally deal with the Interim Resolution Professional/Resolution Professional with respect to the Resolution Plan and the Resolution Plan Submission Process, in accordance with the terms of the RFRP.

We hereby ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Resolution Applicant and shall always be deemed to have been done by the Resolution Applicant.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFRP.

Signed by the within named
Alpha Corp Development Private Limited
Through the hand of



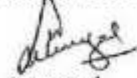
Neeraj Goyal
Director

House No. 276, Near Mother Dairy, Sector 30, Amarnagar, Faridabad- 121003
Duly authorised by the Board to issue such Power of Attorney
Dated this 25.07.2024

Accepted
.....



Signature of Attorney
Santosh Singh Mehra
Shyam Vihar, Manpur Paschim, Rampur Road,
Haldwani 263139, Uttarakhand
Authorized Signatory



Attested
Neeraj Goyal
Director
House No. 276, Near Mother Dairy, Sector 30,
Amarnagar, Faridabad- 121003



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Notary Public Delhi (India)

25 JUL 2024 25 JUL 2024

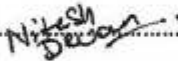
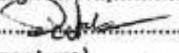


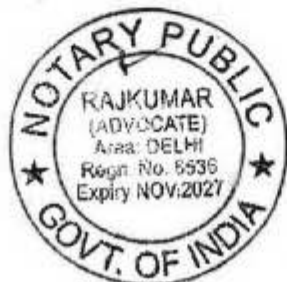
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Signature and stamp of Notary of the place of execution

Common seal of Alpha Corp Development Private Limited has been affixed in my / our presence pursuant to Board of Director's Resolution dated 15.07.2024

WITNESS

- 1. .....
(Signature)
Name NITESH DEWAN
Designation ASSISTANT MANAGER
- 2. .....
(Signature)
Name Deepak Kumar
Designation Sr. Executive



ATTESTED

 Notary Public Delhi (India)

25 JUL 2024


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FORMAT III

COMPOSITION AND OWNERSHIP STRUCTURE OF THE RESOLUTION APPLICANT

a. Corporate Details:

Please provide the following information for the Resolution Applicant:

- i. Below information required for Resolution Applicant and each Connected Person:

Name	Alpha Corp Development Private Limited
Registered Office	Model Industrial Park opposite focal point, VPO Vallah, Mehta road, Amritsar, Punjab-143001, India
Website Address	https://www.alphacorp.in/
Corporate Identification Number, if any:	U45201PB2003PTC045680
Country of Origin:	India
Address for Correspondence:	J 602, 6 th Floor, Tower J, World Trade Centre, Nauroji Nagar, New Delhi 110029
Year and Date of Incorporation	19/11/2003
Company's Business Activities:	Construction of Buildings
Name of the Representatives	Mr. Santosh Agarwal
Telephone Number	011-48311111
Email Address	secretarial@alphacorp.in
Fax No	N.A.

- ii. Please provide the following documents:

- a) Copy of the memorandum and articles of association and certificate of incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation) of the Resolution Applicant and all Connected Persons, including amendments, if any, certified by the company secretary, or equivalent or a director of the Resolution Applicant (as an annexure to this Format).
- b) Authority letter in favour of the Resolution Professional from the Resolution Applicant (as per **Format IV**) Resolution Professional to seek reference from their respective bankers, lenders, financing institutions of the Resolution Applicant and any other person, as set out in **Format IV** (Authorisation).
- c) Annual report or audited financials of the Resolution Applicant and its group companies for the preceding 3 (three) years whose revenue and net worth numbers have been submitted as part of the Expression of Interest. In case of a financial investor / fund, in addition to the above, statutory auditor's certificate for committed funds as of 31.03.2023 shall be provided.
- d) Copy of permanent account number of the Company (or equivalent identification for an overseas entity):



S. Agarwal

Alpha Corp Development Private Limited
CIN: U45201PB2003PTC045680
602, 6th Floor, Tower - J, World Trade Centre,
Ring Road, Nauroji Nagar, New Delhi - 110029

T + 011 483 11111
E info@alphacorp.in, W www.alphacorp.in
Registered Office: Model Industrial Park, Opp. New Focal Point,
VPO Vallah Mehta Road, Amritsar - 143501 (Punjab)

A MSME COMPANY. UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)

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- e) Credit opinion report from the principal bank of the Resolution Applicant and its Parent company;
- f) External rating report if available, for the Resolution Applicant and the Parent Company;
- g) Names and Details of the directors of the Resolution Applicant, all Connected Persons and the Parent Company as per format below:

Name	Designation	Identification Nos.			Full Address	Other directorships
		DIN	PAN	Passport		
Ashish Sarin	Director	00897673	AIGPS1250A	Z4369599	House No- GP- 2/8B, Gurgaon One Apartment, Opp Maruti Factory, Sector 22 Molahera(65), Palam Road, Gurgaon 122015	- Model Industrial Park Amritsar - Optima Development Private Limited - Krishna Inplanet Developers Private Limited - Drama Queen Creative Private Limited - Alpha Corp Bombay Projects Private Limited
Anil Kumar Ahuja	Independent Director	07476705	ACMPA2867M	K1111878	H No 240 G/F, Bhera Encl Near Market New Delhi 110087	- Creditech Solutions Private Limited - First Experia Hospitality LLP
Kalpataru Tripathy	Independent Director	00865794	ACQPT9688R	L9281298	3101, ATS Greens-2, A-58, Sector- 50, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301	- Kt Advisors LLP - Avadh Sugar & Energy Limited - JK Tyre & Industries Limited - Carlsberg India Private Limited - The Sirpur Paper Mills Ltd - S V Creditline Limited - Enviro Tech Ventures Limited - Cavendish Industries Limited
Ajay Dhawan	Director	00267888	ABCPD3656J	P4156751	B-13, AWHO Complex, Sector 29, Near Police Line, Faridabad 121008	- ADS Advertising Private Limited - Rack Factory India Private Limited
Kanika Singal	Independent Director	07295273	AVIPS8056K	-	140, South Park Apartments, B Block, Gurudwara, Kalkaji, Delhi 110019	- Next Leap Advisory And Search Services Private Limited - Obreedo Design Solutions Private Limited
Neeraj Goyal	Director	09694757	ALUPG5034D	P1925093	House No. 276, Near Mother Dairy, Sector 30, Amarnagar, Faridabad-121003	- Alpha Corp Development Private Limited - Alpha Corp Bombay Projects Private Limited
Manjima Khandelwal	Director	09715505	AANPK9981F	546176782	315 Magnet, Irvine, CA 92618, USA	- Alpha Corp Development Private Limited

The Resolution Applicant shall submit photocopy of the Passport/ Aadhar card for each of the Directors;

- h) Details of Ownership Structure of the Resolution Applicant and its relationship with all Connected Persons:

Name of Equity Holder	Type and Number of Equity Shares	% of Equity	Extent of Voting
Mr. Ashish Sarin	27203 Equity Shares	16.25	
Mr. Santosh Agarwal	16540 Equity Shares	9.88	
Mrs. Neelam Khawala	42049 Equity Shares	25.12	
Mrs. Monika Sarin	27202 Equity Shares	16.25	

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Name of Connected Person	Nature of connection
Mr. Ashish Sarin	Promoter of the Company


- i) Details of transactions, if any, of the Resolution Applicant and/or any Connected Persons with the Company in the preceding two years:- N.A.
- iii. Please clarify if the Resolution Applicant and/or any Connected Person has been convicted of any offence in the preceding five years, and if so, please share all relevant details of the same:- N.A.
- iv. Please clarify if there are any criminal proceedings, investigations, enquiries etc. commenced or pending against the Resolution Applicant and/or any Connected Person, and if so, please share all relevant details of the same- N.A.
- v. Please clarify if any of the promoters, shareholders, directors and/or key managerial personnel of the Resolution Applicant and/or any Connected Person have been disqualified to act as a director under the provisions of the Companies Act, 2013, and if so, please share all relevant details of the same- N.A.
- vi. Please clarify if the Resolution Applicant and/or any Connected Person has been identified as a wilful defaulter by any bank or financial institution, and if so, please share all relevant information and details in relation to the same- N.A. and
- vii. Please clarify if the Resolution Applicant and/or any Connected Person has been disqualified or debarred from accessing to or trading in the securities markets under any order of the Securities and Exchange Board of India and/or any other such judicial authority: N.A.

For and on behalf of M/s Alpha Corp Development Private Limited


[Signature and Name of the Attorney as per **Format II – Power of Attorney**] Rubber stamp/seal of the Resolution Applicant

TRUE COPY

समस्त राजस्व
Government of Rajasthan



नाम / Name
Ashu Dhawan
जन्म तिथि / DOB: 04/01/1977
पुरुष / Male



3681 6723 1252

आधार - आम आदमी का अधिकार

समस्त राजस्व
Government of Rajasthan

पता: 3101 आशीष कॉम्प्लेक्स, फ्लैट नं. 13, जवाहर नगर, दिल्ली-110028
 मोबाइल: 98100 23000, 98100 23001
 ईमेल: ashudhawan@gmail.com

3681 6723 1252

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भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



E-Aadhaar Letter

नामांकन क्रमांक/Enrolment No.: 1218/23274/06359

Noeraj Goyal (नीरज गोयल)
S/O: Satpal Goyal, House No. 276, Near Mother Dairy
Sector-30, Faridabad, Arnamagar, Arnamagar,
Faridabad
Haryana, 121003

सूचना

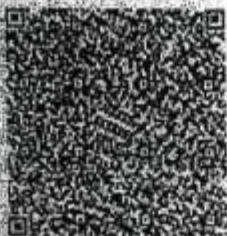
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

आपका आधार क्रमांक/Your Aadhaar No.:

5295 0816 5539

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.



Self attested
dhruv

Signature valid

Digitally signed by
Kharakul Anwarul
Date: 01/04/2012



आधार - आम आदमी का अधिकार

181 Faridabad.gov.in 181faridabad.gov.in FIC: Box No. 1942,
Bengaluru-560 001

- आधार देश भर में मान्य है।
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।
- अपना अपना अवीरताम मोबाइल नंबर तथा ई-मेल पता दर्ज करवा इसके आपको विभिन्न सुविधाएं प्राप्त करने में सहायित करें।

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



नीरज गोयल
Noeraj Goyal
नामांकन क्रमांक: 5295 0816 5539
पत्र / Mail

5295 0816 5539

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता
S/O: नरनाथ गोयल, नकाद
ट. 276, मटर डीरी के पास
सेक्टर-30, फरिदाबाद,
आरनामगर, अरनामगर,
फरिदाबाद
हरियाणा, 121003

Address:
S/O: Satpal Goyal, House No.
276, Near Mother Dairy
Sector-30, Faridabad,
Arnamagar, Arnamagar,
Faridabad
Haryana, 121003

Aadhaar - Aam Aadmi ka Adhikar

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 Unique Identification Authority of India

नामांकन क्रम / Enrollment No.: 0647/00846/79476

To,
 आशीष सरिन
 Ashish Sarin
 S/O: Prem Singh Sarin
 House No. GP-2/8B
 Gurgaon One Apartment
 Opp. Maruti Factory Sector 22 Mohaha(65)
 Patam Road, Gurgaon
 Haryana 122015
 6910129542

Ref: 98 / 17V / 22385 / 22440 / P



SB033707817FH



आपका आधार क्रमांक / Your Aadhaar No. **8997 1704 2377**
 मेरा आधार, मेरी पहचान








आशीष सरिन
 Ashish Sarin
 जन्म तिथि / DOB : 29/12/1967
 पुरुष / Male



8997 1704 2377
 मेरा आधार, मेरी पहचान



सूचना

आधार पहचान का प्रमाण है, नागरिकता का नहीं।
 पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।




INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.





आपका आधार क्रमांक / Your Aadhaar No. **8997.1704.2377**

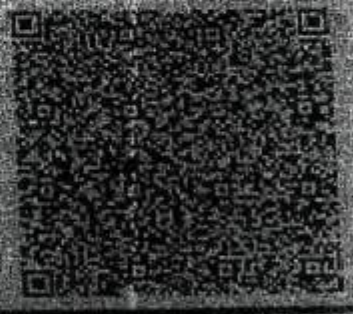




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भारत सरकार
Government of India

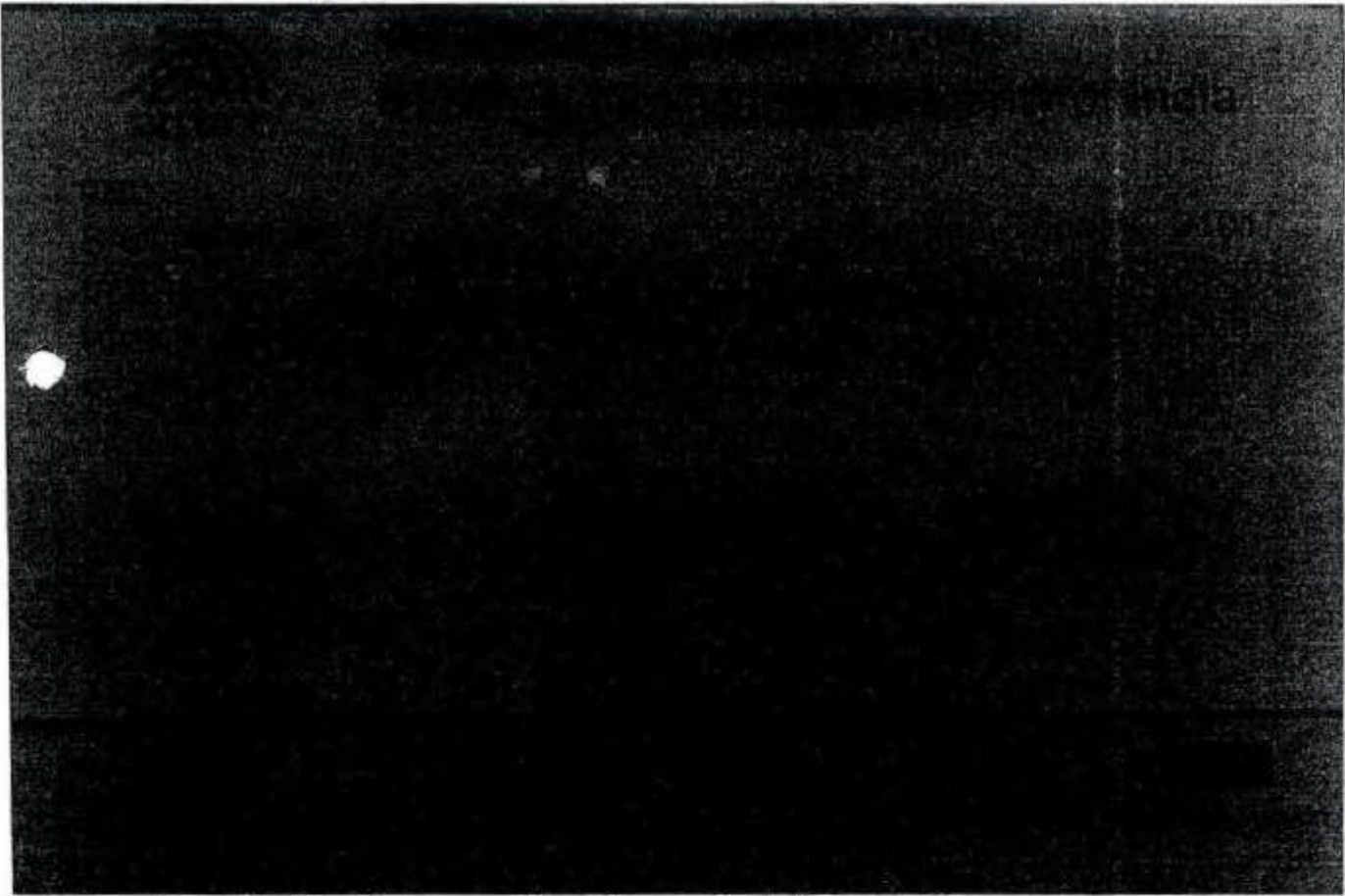


कल्पतरु त्रिपाठी
Kalpataru Tripathy
जन्म तिथि / DOB : 28/04/1972
पुरुष / Male

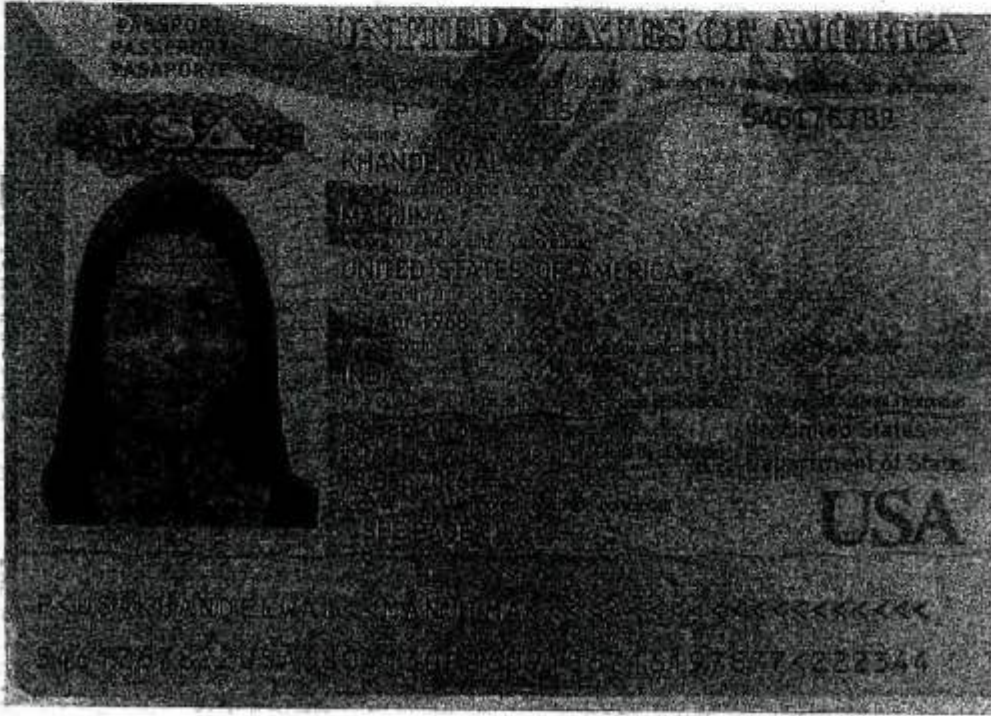


5946 1664 2008

आधार - आम आदमी का अधिकार



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*Mark
see attached*

①
TRUE COPY



सूचना

- आधार पहचान का प्रमाण है। नागरिकता का नहीं।
- सर्वोच्च प्राथमिकता आधार प्राप्त करने के लिए आवश्यक है।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

आधार सेवा सर्वोच्च प्राथमिकता है।
 आधार पहचान प्रमाण है। नागरिकता प्रमाण नहीं है।
 आधार सर्वोच्च प्राथमिकता आधार प्राप्त करने के लिए आवश्यक है।
 आधार पूरे देश में मान्य है।
 आधार सरकारी सेवाओं में मददगार है।
 आधार सरकारी सेवाओं में मददगार है।

आधार प्रमाणपत्र
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।



भारत सरकार
Unique Identification Authority of India

नमोस्कार क्र. / Enrolment No. 1007/60013/00114

To:
 श्री रमेश कुमार
 श्री Ramesh Kumar
 S/O Ram S/O Ram Das Ahuja
 House No-3530
 West Patel Nagar
 New Delhi
 Central Delhi
 Delhi 110009
 986632929

Ref: 131/80F/287295/298458/P

आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।



आपका आधार क्रमांक / Your Aadhaar No. :

6285 3708 9912

आधार - आम आदमी का अधिकार

आधार प्रमाणपत्र
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।
 आधार प्रमाणपत्र का प्रमाण है।



श्री रमेश कुमार
 श्री Ramesh Kumar
 जन्म वर्ष / Year of Birth 1983
 पुरुष / Male



6285 3708 9912

आधार - आम आदमी का अधिकार



[Handwritten signature]

[Handwritten signature]
 सचिव, आधार प्रमाणपत्र
 C. P. No. 1522
 Secretary

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FORMAT V FINANCIAL PROPOSAL

To
Mr. DEEPAK KUMAR GOYAL
Resolution Professional
Sidhartha Buildhome Private Limited (excluding NCR Green Project)
701, Vikrant Tower 4, Rajendra Place, New Delhi - 110008

Dear Sir,

Sub: Financial Proposal relating to Sidhartha Buildhome Private Limited (excluding NCR Green Project) ("Company")

Set out below is the extracts of the Financial Proposal set out in the Resolution Plan

1) Please provide the following details if the plan involves acquisition of management control of the company through purchase of shares or issuance of shares or any other medium such that the ownership of the company moves to the Resolution Applicant:

i. Proposal for Outstanding Debt

[The Resolution Applicant shall submit a proposal for the Outstanding Debt consisting of all terms and conditions being offered in relation to the Outstanding Debt including the proposed issuance of / conversion into financial instruments, whether convertible or non-convertible, including debt, preference shares, debentures, etc. The Resolution Applicant shall, for each of the instruments proposed, provide the following terms or terms of similar nature as are required for each such instrument. For the avoidance of doubt, where the Financial Proposal includes convertible instruments, the terms of conversion of such instrument shall be clearly set out in the Financial Proposal.]

- a) Type of Instrument; **Mentioned in the Resolution Plan attached**
- b) Amount of the Outstanding Debt to be converted into the relevant instrument; **Mentioned in the Resolution Plan attached**
- c) Interest rate / coupon / Rate of return; **Mentioned in the Resolution Plan attached**
- d) Principal moratorium; **Mentioned in the Resolution Plan attached**
- e) Interest moratorium; **Mentioned in the Resolution Plan attached**
- f) Quarterly repayment schedule; **Mentioned in the Resolution Plan attached**
- g) Terms of conversion; **Mentioned in the Resolution Plan attached** and
- h) Other key terms pertaining to the proposal for the Outstanding Debt. **Mentioned in the Resolution Plan attached**

ii. Proposal for funding by the Successful Resolution Applicant:

- a) Aggregate amount of additional funds to be infused by the Resolution Applicant as Successful Resolution Applicant Contribution to meet the expenditure planned

Alpha Corp Development Private Limited
CIN: U45201F92003PTC045680
602, 6th Floor, Tower - J, World Trade Centre,
Ring Road, Nauroji Nagar, New Delhi - 110029

T + 011 483 11111
E info@alphacorp.in
Registered Office: World Trade Centre, Opp. New Focal Point,
VPO Vallah Mehta, Nauroji Nagar, New Delhi - 110029 (Punjab)

A MSME COMPANY- UDYAM REGISTRATION NUMBER UDYAM
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2015 (OHSMS)

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as per Resolution Plan or for reduction of Outstanding Debt. **Mentioned in the Resolution Plan attached**

- b) Nature / type of instrument for infusion of the Successful Resolution Applicant Contribution into the Company and key terms thereof. **Mentioned in the Resolution Plan attached**
- c) Proposed timelines for completion of the funding by the Successful Resolution Applicant. **Mentioned in the Resolution Plan attached**

[Documentary proof establishing the external rating of the guarantor will have to be submitted. In case of domestic entities, rating from only external rating agencies as accredited by RBI and in case of overseas entities, rating from only the following external rating agencies shall be accepted: Standard & Poor's, Moody's Investors Service and Fitch. In case of submission of rating from any other agency, the guarantor shall be treated as unrated.]

[Support in the nature of undertakings shall not be considered as financial support for the purpose of evaluation of the Financial Proposal].

- iii. Proposal for meeting/protecting the interest of all other stakeholders (other than financial creditors), along with timelines for proposed payments to such stakeholders. **Mentioned in the Resolution Plan attached**
- iv. Planned expenditure for meeting capital expenditure, startup expenses, working capital, debt service, any such other expense, proposed means of finance and key terms of debt (amount, interest rate offered, tenor, quarterly repayment schedule etc.) thereof. **Mentioned in the Resolution Plan attached**
- v. Detailed financial projections for the tenor of the Outstanding Debt including detailed financial projections should include order book projections (including revenue projections) from all sources, profit and loss, balance sheet, and cash flow ratios and assumptions. **Mentioned in the Resolution Plan attached**

2) Please provide the following details if ownership of the business and/or assets of the company move to the Resolution Applicant:

[The Resolution Applicant shall provide the following terms or terms of similar nature as may be necessary for asset purchase / take-over / transfer]

- i. Details of the assets proposed to be purchased / taken-over / transferred and the proposed transaction structure; **Mentioned in the Resolution Plan attached**
- ii. Consideration offered for the assets proposed to be purchased / taken-over / transferred; **Mentioned in the Resolution Plan attached**
- iii. Payment mechanism along with the relevant details; **Mentioned in the Resolution Plan attached**
- iv. Timelines for takeover of the assets proposed to be purchased / taken-over / transferred; **Mentioned in the Resolution Plan attached** and
- v. Any other terms pertaining to asset purchase. **Mentioned in the Resolution Plan attached**
- vi. Proposal for meeting/protecting the interest of all other stakeholders (other than financial creditors), along with timelines for proposed payments to such stakeholders. **Mentioned in the Resolution Plan attached**

[Documentary proof establishing the external rating of the guarantor will have to be submitted. In case of domestic entities, rating from only external rating agencies as accredited by RBI and in case of overseas entities, rating from only the following

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rating agencies shall be accepted: Standard & Poor's, Moody's Investors Service and Fitch. In case of submission of rating from any other agency, the guarantor shall be treated as unrated]

[Support in the nature of undertakings shall not be considered as financial support for the purpose of evaluation of the Financial Proposal]

[Resolution Applicant to ensure that the terms provided are in compliance with Applicable Law including any change of such terms pursuant to discussions with the Resolution Professional or members of CoC of the Company.]

We understand that the members of the CoC have further right to renegotiate the terms of this Financial Proposal and the decision of Resolution Professional (acting on instructions of the CoC) in selection of the Resolution Applicant and / or the Successful Resolution Applicant shall be final and binding on us.

Yours faithfully

For Alpha Corp Development Private Limited

Santosh Singh Mehta

Name: Santosh Singh Mehta

Date: 25.07.2024

Place: New Delhi



[Please also affix the common seal of Resolution Applicant]

Alpha Corp Development Private Limited has been affixed in my / our presence pursuant to the resolution of the board of directors of Alpha Corp Development Private Limited, dated 15.07.2024

Vishal Khurana

(Signature)

Name: Vishal Khurana

Designation: Senior Manager

WITNESS:

1) *Nitesh Dewan*

(Signature)

Name: NITESH DEWAN

Designation: ASSISTANT MANAGER

Date:

2) *Deepti Kumar*

(Signature)

Name: Deepti Kumar

Designation: Sr. executive

Date:

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ALPHACORP

FORMAT VII BOARD RESOLUTION

CERTIFIED TRUE EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTOR OF ALPHA CORP DEVELOPMENT PRIVATE LIMITED AT THE MEETING HELD ON MONDAY THE 15TH DAY OF JULY, 2024 AT 11:00 A.M. AND CONCLUDED AT 11:30 A.M. AT THE CORPORATE OFFICE OF THE COMPANY SITUATED AT J 602, 6TH FLOOR, TOWER J, WORLD TRADE CENTRE, RING ROAD, NAUROJI NAGAR, NEW DELHI 110029.

WHEREAS pursuant to the Expressions of Interest dated 05.05.2024 ("EoI"), and the subsequent request for resolution plan dated 18.06.2024 ("RFRP") of Sidhartha Buildhome Private Limited (excluding NCR Green Project) ("SBPL"), the Company has been shortlisted by the Resolution Professional (acting on the instructions of the Committee of Creditors), for the purpose of submission of the Resolution Plan.

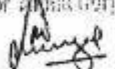
In view of the above, the Board has resolved as follows:

"RESOLVED THAT Mr. Santosh Agarwal and Mr. Santosh Singh Mehra, Authorized Signatory of the Company, be and is hereby authorised to take all the steps required to be taken by the Company for the submission of the Resolution Plan (which includes the Financial Proposal and the Resolution Plan) in accordance with the terms of the RFRP, including the following:

- (a) submit the Resolution Plan (which includes the Financial Proposal and the Resolution Plan) and other requisite documents, in accordance with the terms of the RFRP;
- (b) execute all other agreements, deeds, writings and power of attorney as may be required in relation to the RFRP, including any amendments or modifications as may be suggested by the Resolution Professional (on the instructions of the Committee of Creditors of SBPL) and/or the Committee of Creditors of SBPL to any of such executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the RFRP;
- (c) negotiate the terms and conditions in the Resolution Plan, with the members of the Committee of Creditors of SBPL;
- (d) pay such amounts and consideration, in the manner as may be agreed with the CoC, in accordance with the procedure set out under the RFRP; and
- (e) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard."

RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of the Company Secretary or any Directors of the Company, as may be prescribed under the Articles of Association."

**CERTIFIED TO BE TRUE
FOR ALPHA CORP DEVELOPMENT PRIVATE LIMITED**



NEERAJ GOYAL

DIRECTOR

DIN: 09694757

Alpha Corp Development Private Limited
CIN: U45201PB2003PTC045680
602, 6th Floor, Tower - J, World Trade Centre,
Ring Road, Nauroji Nagar, New Delhi - 110029

T + 011 483 11111
E info@alphacorp.in, W www.alphacorp.in
Registered Office: Model Industrial Park, Opp. New Focal Point,
VPO Vallah Mehta Road, Amritsar - 143501 (Punjab)

A MSME COMPANY: UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)

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FORMAT X CHECKLIST FOR SUBMISSION OF RESOLUTION PLAN

S.N	Format No.	Submission of Resolution Plan Requirements	Response (Y/N)
1.	I	Covering Letter for submission of Resolution Plan	
2.	II	Power of Attorney	
3.	IIA	Power of Attorney for nomination of Lead Partner	
3.	III	Composition and Ownership Structure of the Resolution Applicant	
4.	IIIA	IBC, 2016 related Undertaking by Resolution Applicant	
5.	IV	Authorisation	
6.	V	Financial Proposal	
7.	VA	Resolution Plan	
8.	VI	Undertaking by the Resolution Applicant (Affidavit of being not ineligible under Section 29A of IBC, 2016)	
9.	VII	Board Resolutions	
10.	VIII	Performance Bank Guarantee	
11.	IX	Earnest Money Deposit Amount Payment by an Associate Company	
12.	IXA	PBG Amount Payment by an Associate Company	
13.	X	Checklist for submission of Resolution Plan	
14.	XI	Certificate for Corporate structure of the Resolution Applicant, and Group Companies, affiliates, Parent company and the Ultimate Parent Company of the Resolution Applicant	
15.		Drafts of the Definitive Agreements (To be shared separately on demand)	



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Registered Office: Model Industrial Park, Opp. New Focal Point,
VPO Vallah Mehta Road, Amritsar - 143501 (Punjab)

A MSME COMPANY-UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)

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FORMAT XII FORMAT FOR SEEKING CLARIFICATION

S. No.	Clause Number in the RFRP and relevant extract of the provision	Clarification required



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A MSME COMPANY: UDYAM REGISTRATION NUMBER: UDYAM-HR-05-0002721
An ISO Certified Company: 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)

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ANILKUMAR

HDFC BANK

A/C PAYEE ONLY
NOT NEGOTIABLE

MANAGER'S CHEQUE
VALID FOR 3 MONTHS ONLY

26072024
D D M M Y Y Y Y

SIDHARTHA BUILDHOMES PRIVATE LIMITED ESTELLA PROJECT IN CIRP

Pay

Or Order

शुदा करे

या उदाहे आदेश पर

Rupees **TWO CRORE ONLY**

रुपये

₹ ***2,00,00,000.00**

ALPHA CORP DEVELOPMENT PVT LTD

FOR VALUE RECEIVED

SAFARDARJANG MARKET

NEW DELHI - 110 016

REF. No. 000322508991

Signature
64383

AUTHORISED SIGNATORIES

Please sign twice

⑈082868⑈ 110240004⑈ 999989⑈ 12

Signature
Alpha Corp Development Pvt. Ltd.
World Trade Centre
Nauroji Nagar
New Delhi-110029

TRUE COPY

S B P L S S W



4614/

Assent 100

Purposed 2

16 MAR 2012

RAJ SINGH SINGH VENDOR

Gurgaon, Haryana

THIS STAMP PAPER IS PART AND PARCEL OF THE FLAT BUYER AGREEMENT EXECUTED FOR RESIDENTIAL FLAT/APARTMENT BEARING NO. E-G-6 ON Ground FLOOR IN BLOCK/TOWER NO. E SITUATED IN THE COMPLEX, NAMELY " Estella " AT SECTOR- 103 , GURGAON, HARYANA.



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Handwritten signature
26/05/12

Handwritten signature
26/05/12

Buyer(s)

TRUE COPY

IMPORTANT INSTRUCTIONS TO THE BUYER(S)

Please read carefully the following instructions:

Every Buyer desiring to purchase an Apartment will be required to execute two (2) copies of the Apartment Buyer Agreement for each Apartment desired to be purchased. The Apartment Buyer Agreement sets forth in detail the terms & conditions of sale with respect to the Apartment and should be read carefully by each, Buyer(s).

The Developer expects that after the receipt of the copies of the Apartment Buyer Agreement for signing, the Buyer(s) shall have read each and all clauses of this Agreement carefully, understood the legal implications thereof, understood his/her obligations and liabilities and the Developer's obligations and limitations as set forth in the Apartment Buyer Agreement and has put his signatures thereon, after carefully perusing the same.

The Developer advises the Buyer(s) to take advice of competent legal counsel/advocate to interpret the provisions of the Apartment Buyer Agreement, if he is not able to comprehend the same.

If the Buyer(s) fails to execute and deliver to the Company the Apartment Buyer Agreement in its original form duly signed within days from the date of dispatch by registered post by the Developer or physical receipt of same by Buyer(s) or his agent/representative, then the application of the Buyer(s) shall be treated as cancelled and the Earnest Money paid by the Buyer(s) shall be forfeited and the Buyer(s) shall be left with no right, title or interest in any form or manner in the Apartment provisionally offered to the Buyer(s).

The Apartment Buyer Agreement, will not be binding on the Developer until executed by the Developer through its authorized signatory.

The Developer shall reject and refuse to execute any Apartment Buyer Agreement wherein the Buyer(s) has made any corrections/cancellations/alterations/modifications.

Declaration:

I/We confirm that I/We have read and understood the above instructions and all clauses of the Apartment Buyer Agreement, its annexures etc. and I/We now execute the Apartment Buyer Agreement being fully conscious of my/our rights and obligations and limitations of the Company and undertake to faithfully abide by all the terms and conditions of the Apartment Buyer Agreement.

DT.....

Developer

Buyer (s)

TRUE COPY

APARTMENT BUYER'S AGREEMENT

THIS AGREEMENT is made at Gurgaon on this 01 day of SEP, 2012

BETWEEN

M/s Sidhartha Buildhome Pvt. Ltd., a Sidhartha Group company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Plot No-128, Sector-44, Gurgaon (Haryana) hereinafter referred to as the "DEVELOPER", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns) through its authorized representative/ signatory Mr. RAKESH SHARMA vice board resolution dated 26.09.2011 of the ONE PART

AND

(FOR INDIVIDUALS)

1. Sole/First Applicant:

Shri/Smt/Ms BHASKAR SAXENA
 Son /Wife / Daughter of Shri MAHAVIR SARAN SAXENA
 Resident of L-2/48, MOHAN GARDEN UTTAM
NAGAR, NEW DELHI-110059



2. Co-applicant-I (To be filled up in case of Joint purchasers)

Shri/Smt/Ms HARRY ARORA
 Son /Wife / Daughter of Shri VED PRAKASH
 Resident of HOUSE NO-1451A, SECTOR-61,
CHANDIGARH-160062



3. Co-applicant-II (To be filled up in case of Joint purchasers)

Shri/Smt/Ms N/A
 Son /Wife / Daughter of Shri N/A
 Resident of N/A

Affix photograph here and sign across

(Hereinafter, singly/ jointly, as the case may be, referred to as the "Buyer(s)" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include his /her or each of their heirs, legal representatives, executors, administrators, survivors, and permitted assignees of the OTHER PART.

(PARTNERSHIP FIRMS)

M/s _____ A partnership firm duly registered under the Partnership Act, 1932, having its principal place of business at _____, through its authorized partner Shri/Smt. _____ (hereinafter referred to as the "Buyer(s)", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their respective heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART.

Developer

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 Buyer (s)

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(COMPANIES)

_____ a Company incorporated under the provision of the Companies Act, 1956, having its registered office at _____, through its authorized Director / Signatory authorized by Board Resolution dated _____ (Hereinafter referred to as the "Buyer(s)", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the OTHER PART. (A copy of Board Resolution along with a certified copy of Memorandum and Articles of Association is appended herewith.)


DEVELOPER'S REPRESENTATIONS:

- A. WHEREAS the Developer company / or its associates /collaborators is/are absolute owners in possession of and otherwise well and sufficiently entitled to all that piece and parcel of land, admeasuring, in aggregate, about 15.743 acres situated at Village Dhanwapur & Tikampur, Sector-103, Gurgaon, Haryana. The said piece of land is free from all sorts of encumbrances. (Hereinafter referred to as the said "Land")
- B. AND WHEREAS the Developer has obtained license bearing No. 17 of 2011, dated: 08-03-2011 from the Director Genl. Town & Country Planning, Haryana (DGTCP) for the development of the proposed Residential Group Housing Project on the said Land and building have already been approved.
- C. AND WHEREAS the Developer shall develop the proposed Residential Group Housing Project, in the name and style of "ESTELLA" GURGAON [hereinafter referred to as said "Project"] in accordance with the building plans sanctioned by office of Town and Country Planning, Haryana or any other concerned Authority.
- D. AND WHEREAS the Developer has represented and specifically made it clear that the layout plan of ESTELLA is presently approved by DGTCP Haryana. However, the Developer shall be at liberty to make changes in the approved layout plans of the Project - ESTELLA, as per the instructions /directions /prescribed norms/policies of the State Agencies or due to any architectural or statutory requirements which shall supersede the present approved layout plan and shall automatically form a part of this agreement in place of present approved layout plan as the case may be. The performance of the Developer of its obligation under this agreement will be as per the approved building plans by DGTCP Haryana, and any subsequent amendments/ modifications in the building plans as may be made by the Developer and approved by DGTCP Haryana from time to time and the Buyer hereby agrees to accept the same.
- E. AND WHEREAS the Developer is competent to enter into this Agreement.

BUYER'S REPRESENTATIONS :

- A. AND WHEREAS the Buyer(s) has represented that he has applied for allotment of the Flat bearing No. E-64 in Tower no. E on Gurgaon Floor, having Super Area of approx. 152.36 Sq. Mtr. (1640 Sq. Ft.) [hereinafter referred to as the said "Flat/ Apartment"] more specifically provided in Annexure-A, annexed with this Agreement with full knowledge of all laws/notifications and rules applicable to the area in general and the arrangements pertaining to the said Project named as ESTELLA, Gurgaon, in particular which have been explained by the Developer and understood by him.
- B. AND WHEREAS the Buyer has represented that he has seen the relevant documents/papers pertaining to the said project and is fully satisfied that the title in the Land of the said Project is marketable and the Developer has the right and authority to develop the said Project on the said Land and to sell the said Flat and other Flats there at to any Party and the Buyer(s) hereby accepts and agrees to abide by the terms and conditions of this Agreement. Further the Buyer(s) has also seen and understood the tentative plans, designs, and specifications of the said Flat and the said Project and is willing to purchase the said Flat.


Developer


Buyer (s)

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- C. AND WHEREAS Buyer(s) acknowledges that the Developer has readily provided all informations /clarifications as required by him and that he has not relied upon and is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, made by the Developer, its selling agents, brokers, or otherwise, including but not limited to any representations relating to the description or physical condition or any other physical characteristics thereof, the services to be provided to Buyer(s), the estimated facilities/amenities to be made available to the Buyer(s) or any other data except as specifically represented in this Agreement and Application and the Buyer(s) has relied solely on his own judgment in good faith and investigations in deciding to enter into this Agreement and to purchase the said Apartment. No oral or written representations or statements shall be considered to be part of this Agreement and this Agreement is self contained and complete in itself in all respects.
- D. AND WHEREAS the Developer, relying on the confirmations, representations and assurances of the Buyer(s) to faithfully abide by all the terms conditions and stipulations contained in this agreement, has accepted in good faith his application to allot a residential Apartment and is now willing to enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. Apartment

- 1.1. That the Developer hereby agrees to sell and the Buyer(s) hereby agrees to purchase the said Flat as per plans, specifications inspected, seen and agreed by him for a Basic Sale Price, Preferential Location Charges and additional charges as described in Clause 3.5, of this Agreement in respect of the said Flat and as per proposed/tentative plan of Apartment annexed as Annexure-E.
- 1.2. It is made clear by the Developer and the Buyer(s) agrees that the sale price of the said Apartment shall be calculated on the basis of its Super Area and that the Super Area stated in this Apartment Buyer Agreement is tentative and is subject to change till the construction of the said project is complete. The final Super Area of the said Apartment shall be confirmed by the Developer only after the construction of the said project is complete. The total price payable for the said Apartment shall be recalculated upon confirmation by the Developer of the final Super Area of the said Apartment and any increase or reduction in the Super Area of the said Apartment shall be payable or refundable, as the case may be, at the same rate per square feet as agreed in clause (1.1) of this Apartment Buyer Agreement. If there shall be an increase in the Super Area, the Buyer(s) agrees and undertakes to pay for the increase in Super Area immediately on demand by the Developer and if there shall be a reduction in the Super Area, then the refundable amount, due to the Buyer(s), shall be adjusted by the Developer from the final and last installment as set forth in the Schedule of Payments in Annexure - B. The Buyer(s) hereby agrees that no claim, monetary or otherwise will be raised in case of any change

Developer





Buyer (s)



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- 1.3. That it is clarified by the Developer and agreed by the Buyer(s) that the Basic Sale Price of the said Flat does not include the charges for External Electrification, Electricity Meter Connection charges, Power Back Up, interest free maintenance security, club membership, car parking [covered/open], Firefighting equipments, sewerage and water connection etc. and other administrative charges and expenses, which shall be payable by the Buyer(s) to the Developer in addition to the price of the said Flat on demand, as may be determined at the time of providing necessary connections from the main line laid along the road serving/connecting the said Flat or as the case may be.
- 1.4. That the Buyer(s) specifically agrees to pay directly or if paid by the Developer then reimburse to the Developer on demand, Government Rates/Taxes, Property Tax, wealth tax, service tax, other taxes and cess of all and/or any kind by whatever name called levied or leviable in future on the said Flat/said Land or on Project constructed on the said Land, as the case may, as assessable/applicable from the date of Purchase/allotment of said Flat to the Buyer(s) and the same shall be borne and paid by the Buyer(s) in proportion to the Super Area of the said Flat to the super Area of all Flats in the said Project as determined by the Developer. If such charges are increased (including with retrospective effect) after the Sale Deed has been executed then such charges shall be treated as unpaid Sale Price of the said Flat and the Developer/Government; as the case may be, shall have the first charge/lien on the said Flat for recovery of such charges from the Buyer(s).
- 1.5. The Buyer further undertakes to pay all applicable taxes, levies on the sale or transfer of the Unit/Property including the Service Tax in accordance with the applicable provision from time to time. It is understood by the Buyer that as per the latest Notification No 25/2011 – Service Tax dated 31st March 2011 issued by Government of India, Ministry of Finance, the applicable service tax is payable to the Government on the very date of invoice, consequently if any liability as accrual of interest or penalty due to delayed payment by the Buyer devolves from the or otherwise somehow being borne by the Developer, the same shall be reimbursed/repaid by the Buyer to the Developer subject to levy of interest as applicable for the default in payment.
- 1.6. In case any fresh/additional Taxes, cess or levies are payable to or demanded by any authorities, DTCP, HUDA, Municipal Corporation, or any other local authority or Governmental agency or Public Sector Undertaking in respect of said Flat and/or the said Residential Project the same alongwith applicable interest as communicated by the Developer shall exclusively be borne by the Buyer in proportion to the super area of the said Flat and shall be paid instantly upon demand by the Developer failing which the Developer shall have lien/charge on the said Flat against such payment. The company shall also have unfettered rights to recover the outstanding sums from the Buyer.
- 1.7. For the purposes of this Agreement, "Tax", "Taxes" or "Taxation" mean and include but are not limited to all forms of taxation, charges, duties, levies, cess, fees, value added tax, customs and excise duties, Service tax, capital tax and other legal transaction taxes, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.



Developer



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1.8 The Buyer agrees that until the sale deed is executed & registered, the Developer shall continue to be the owner of the Said Flat/Apartment and allotment by virtue of this agreement shall not give to the Buyer any rights, title or interest therein.

2. Super Area & Carpet Area

2.1. The definition of Super Area, Apartment area, as on the date of this Apartment Buyer Agreement (the percentage of Apartment area to Super Area shall be subject to change till the construction of the said Building is complete) are clearly described by the Developer in Annexure – C, which forms part of this Apartment Buyer Agreement and is hereby accepted by the Buyer(s). The Buyer(s) confirms that he/she has read, understood and agrees to this definition and that he/she has no objection to the same. The buyer further confirms that he/she has agreed to purchase the said Apartment and pay the price after understanding the definition of Super Area given in Annexure-C.

2.2 It is further clarified to the Buyer(s) that the Developer has calculated the total price payable for the said Apartment on the basis of its Super Area (as specifically defined in Annexure – C) which comprises of the Apartment area and pro-rata share of the common area and facility within the said Building only. The Developer makes it abundantly clear to the Buyer(s) that he/she shall be entitled to the ownership rights and rights to usage only as per details given below:

- (i) The Buyer(s) shall have ownership of the said Apartment consisting of the specific area only. The definition of Apartment area is given in Annexure – C. The specific area is included in the computation of Super Area (Super Area is defined in Annexure – C).
- (ii) The Buyer(s) shall have right to use common areas and facilities within the said Building only. As the share of Buyer(s) in the common areas and facilities is undivided and cannot be separated this would require him/her to use the common areas and facilities within the said Building only harmoniously along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed by the Buyer(s) that usage of the common areas and facilities within the said Building only shall always be subject to the timely payment of maintenance charges. It is further made abundantly clear and the Buyer(s) has understood that he/she shall be entitled to use the share in no other common areas and facilities except the common areas and facilities within the said Building.
- (iii) In addition to the above, though not forming a part of computation of super area for which price is charged, the Buyer(s) shall have the ownership of undivided proportionate share in the land underneath the said Building excluding the parking areas and basements, (i.e. the land below the basements which is the foot print of the Building in which the said Apartment is situated). The undivided proportionate share of land underneath the said Building shall be calculated in the ratio of Super Area of the said Apartment to the total Super Area of all the Apartments within the said Building only. The Developer hereby clarifies that the Buyer(s) shall have no right, title or interest in the car parking spaces in the basements or on the surface of the said building which have not been allotted / sold/ reserved by the Developer to any Buyer(s) and which shall be dealt by the Developer at its own discretion.

Developer



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Buyer(s)

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- (IV) The Buyer(s) shall have right to use the common areas and facilities with other Buyer(s)/ Occupants. It is made abundantly clear and agreed by the Buyer(s) that no other land(s) /basements/ car parking, Apartments is / are forming part of this Apartment Buyer Agreement, and the Buyer(s) shall have no right, title, interest of any kind whatsoever on any other land(s) except to the extent of using only such general commonly used areas and facilities within the said Complex subject, however, to the timely payment of maintenance charges by the Buyer(s).
- (V) In addition to above though not forming part of the computation of Super Area, the Buyer(s) shall also be entitled to use only, the general commonly used areas and facilities within the said Complex, which may be within or outside the land underneath the said Building earmarked as commonly used areas by all the occupants of all the buildings to be constructed on the said Land. However, such general commonly used areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved open/ covered parking space individually allotted to the respective occupants for their use.
- (VI) The Developer has specifically clarified and the Buyer(s) has categorically understood and agreed that the said land on which the ESTELLA is proposed to be constructed, is having other buildings for other uses as well, and the Buyer(s) shall have pro-rate share in the land beneath the said building only i.e. the foot print of the said building and shall not have any right, title and interest in any other part of the said land. The Developer is free to deal with the other Development/ constructions made on the said land in any manner as it may decide in its sole discretion and the Buyer(s) shall not raise any dispute at any time in this regard.

- 2.3 All other land(s), areas, facilities and amenities including those listed below are specifically excluded from the scope of this Apartment Buyer Agreement and the Buyer(s) shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities.

All land(s), [other than usage of land(s) earmarked in the lay out plan as may be approved from time to time as public roads only for use by general public in ESTELLA] falling outside the periphery of the said tower are clearly outside the scope of this Apartment Buyer Agreement and the Buyer(s) shall have no ownership rights, rights of use, title or interest whatsoever in such lands falling outside the periphery of the said tower/building. The Developer, its Associates, its Collaborators as the owners of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal in any manner including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease or any other mode which the Developer may deem fit in its sole discretion.

- 2.4 It is made clear by the Developer and the Buyer(s) agrees that the common areas and facilities within the said Building only are for common use of all the occupants of the said Building and that the general commonly used areas and facilities within the said Complex which are outside the land underneath the said Building (excluding reserved parking areas) are for common use of occupants of all the buildings to be constructed on the said land. However, it is specifically made clear to the Buyer(s) that his/her right to use such common areas and facilities within the said Building and general commonly used areas and facilities but within the said complex shall be limited to the areas within the said complex as may be included in the Declaration which may be filed by the Developer as its sole discretion in terms of the Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) or re-enactments thereof or under the provision of any



Developer



Buyer (s)

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other applicable law(s) and the Buyer(s) hereby agrees that such Declaration shall be binding upon the Buyer(s). The Buyer(s) further undertakes to faithfully abide by such declaration. The common areas and facilities within the said Building and the general commonly used areas and facilities within the said complex shall be available for use by the Buyer(s) subject to the timely payment of maintenance charges and the Buyer(s) agrees that in the event of failure to pay maintenance charges on or before due date, he/she shall not have the right to use such common areas and facilities and such general commonly used areas and facilities.

2.5 It is made clear by the Developer and agreed by Buyer(s) that the payment of External Development Charges and Infrastructure Development Charges inclusive of interest costs and such other charges shall always be solely to the account of Buyer(s) to be borne and paid by all the Buyer(s) in proportion to the Super Area of their respective Apartments to the Super Area of all the Apartments in all the buildings in the said project. Such charges have not been factored into Sale Consideration herein above and shall be additionally payable by the Buyer(s). The Buyer(s) undertakes to additionally pay to the Developer, on demand, any increase in the External Development Charges and Infrastructure Development Charges levied, by whatever name called or in whatever form and with all such conditions imposed, by the Haryana Government and / or any competent authority(ies) and such increase in External Development Charges and Infrastructure Development Charges shall be borne and paid by the Buyer(s) in proportion to the Super Area of his/her Apartment to the total Super Area of all the Apartments in all the buildings in the said project as determined by the Developer. If such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Apartment and the Developer shall have the first charge / lien on the Apartment for recovery of such charges from Buyer(s). It is further understood that the buyer shall bear incidental and other charges inclusive of interest on the requisite bank guarantees for EDC, IDC or any other statutory demand, as the case may be, and shall pay to the company in accordance with payment schedule as intimated by the Developer.

2.6 If despite having paid EDC/IDC to Government for making provision of External Development services viz a viz road connectivity, water and sewerage connections, H.T. Lines, sub- station etc.etc. The Government fails to provide basic infrastructure facilities on time and the Developer decides to make extra investments to provide all such facilities and facilities for water recycling and sewage disposal, Sewage Treatment Plant to make complex functional, such extra investments shall be recoverable from buyer on pro-rata basis.

3. Cost/ Sale Price: Plan & Schedule Of Payment

3.1. The Buyer(s) has well acquainted himself/itself that the Developer is offering the sale of Apartments in the said Project under the following -2- (Two) plans / categories:

- A. Cash down Payment Plan
- B. Construction Linked Plan (CLP) ✓

The Buyer(s) has also sought and has been provided with the complete details of each of the plans and the terms of payment of agreed sale consideration/ other charges there under. It is specifically taken note by the Buyer that apart from the stages of payment, the basic sale price per sq.ft. Of the Super area is

Rs. * (Rupees N.A in case of cash Down Payment Plan:

And

Rs. 2706 / - (Rupees Two thousand seven Hundred Six Only in case of construction Linked Plan (CLP)

Notwithstanding the Developer offering the sale of Apartments under the aforesaid -2- plans/ categories at present, it is always open and in the sole discretion of the Developer to introduce any other plan/category in addition to the existing plans or to withdraw any existing plan/ category under the present scheme, at any time in future and offer sale of Apartments on such terms and conditions as the Developer may consider proper and appropriate in its absolute discretion authority; and the Buyer shall have no objection, whatsoever, to it.

Developer



[Signature]
Buyer (s)

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- 3.2 External Development Charges (EDC) and Infrastructure Development Charges (IDC) as demanded by DGTCP/Haryana Urban Development Authority (HUDA) or any other authorities shall be payable in addition to the basic sale price. Subsequent increase/decrease, if any, in amount of EDC and/or IDC as notified by DTCP shall also be payable/deductible by the Buyer when demanded. Provision to this effect shall be incorporated in the sale/conveyance deed to be executed in favour of the Buyer(s).
- 3.3 The Buyer has paid the following amount(s) by way of booking amount and installment, as per details given below; the receipt whereof is admitted and acknowledged by the Developer.

Payments	Receipt No.	Dated	Amount
Booking	(i) LV 00342	07-Sep-2011	8,38,260/-
	(ii) ESTR/01886	07-Sep-2011	2,50,461/-
1st Installment	ESTR/01687	07-Sep-2011	48,708/-
2nd Installment	ESTR/02286	12-Apr-2012	1,27,607/-
3 rd Installment	ESTR/02287	12-Apr-2012	1,00,000/-

- 3.4 The Developer has agreed to sell and the Buyer has agreed to buy the Apartment under this agreement, under Construction linked Plan the particulars whereof are under;

(I) DETAILS OF FLAT AND PLAN OPTED

BLOCK NO. BUILDING NO.	SQ.FT. OF SUPER AREA (TENTATIVE SUBJECT TO ACTUAL MEASUREMENT)
FLAT	CATEGORY
PLAN OPTED BY BUYER	UNIT TYPE
CASH DOWN <input type="checkbox"/>	2BHK <input type="checkbox"/>
CLP <input checked="" type="checkbox"/>	3BHK <input checked="" type="checkbox"/>
	3BHK+Ser. <input type="checkbox"/>
	4BHK+Ser. <input type="checkbox"/>
	Penthouse. <input type="checkbox"/>

(II) AGREED SALE CONSIDERATION/ CHARGES:

S.NO	PARTICULAR	Rs.	AMOUNT
1	Basic Sale Price	27061/-	44,37,240/-
2	Car Parking : Either of (Pls. tick) Open, Stilt, Covered	2,50,000/-	2,50,000/-
3	Total Preference Location Charges(PLC)	(100+150)1/-	4,10,000/-
4	EDC+IDC	350/-	5,74,000/-
5	IFMS	50/-	82,000/-
6	Service Tax & other taxes as applicable		
7.	Club Membership	75,000/-	75,000/-
Total			58,28,840/-

Developer

Buyer (s)

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3.5 Schedule Of Payment As Per Plan Opted.

The agreed schedule of payment under each plan is shown below and the amount shown as payable is subject to payment of full and timely payment of the installments/ dues by the Buyer and also the compliance of all the terms and conditions of the agreement and the Buyer should not commit breach of any of the terms of the Apartment Buyer's Agreement. Furthermore the amount, as may be payable by the Buyer under this agreement, may exceed on account of factors like interest payable on arrears /delayed payments (if Any); change in the super areas of Apartment on actual measurement or the change in location of the Apartment or additional /other charges payable as per the agreed terms of payment in this agreement. The details of the terms of payment/default/delay in payment/other breach etc., and other applicable terms and conditions as agreed, have been incorporated under appropriate heads in the agreement.

The actual amount, however, as paid by the Buyer and received by the Developer till the date of execution of this agreement, is mentioned under relevant clause in the agreement.

(I) UNDER CASH DOWN PLAN

S.No.	PARTICULARS	DUE DATE OF PAYMENT	INSTALLMENT TO BE PAID	AMOUNT PAYABLE
1.	Booking Amount Payable	At the time of Booking	10% of BSP	Rs.
2.	Down Payment	Within 60 days of the date of Booking	85% of BSP+EDC+IDC+ Car Parking	Rs.
3.	Payment on Possession	As per Final Call Notice to be issued by the Developer	5% of BSP+IBMS+ Registration	Rs.

Note: The payment to be made on possession of the Apartment by the Buyer shall be the amount as demanded by the Developer in the final call notice which amount may include the interest and other charges etc., as due and payable by the Buyer, and as provided in the agreement.

3.6 The Construction Linked Plan is attached as Annexure B

Note: The payment to be made on possession of the Apartment by the Buyer shall be the amount as demanded by the Developer in the final call notice, which amount may include the interest and other charges etc., as due and payable by the Buyer, and as provided in the agreement.

NOTE: It is specifically noted and agreed by the Buyer that under the construction linked plan, the due date for payment for each of the slab cast shall relate to the date of the casting of slab in their specific residential tower in the complex.

4. Preferential Location Charges

4.1 In addition to the basic price of the Apartment, the Buyer shall also pay to the Developer Prime/ Preferential Location Charges (PLC) (where applicable) at the rate as stipulated per Sq. Ft. for the Super area of the Apartment under sale, depending upon its location and the PLC including service tax as applicable shall be paid by Buyer together with the basic price, the payment for which may fall due, depending on the payment plan opted by the Buyer. The PLC as opted and agreed to be paid by the Buyer under this agreement have been shown and included in clause 3.5 under the head 'Schedule Of Payment As Per Plan Opted'.

4.2 The Buyer hereby specifically agrees that in the event, due to any change in the lay out plan /building plan, or for any other reason, the Apartment under sale ceases to be in prime /preferential location, the Developer shall be liable to refund to the Buyer, only such amount as paid by the Buyer as PLC, and shall adjust the same in the last/final installment to be paid by the Buyer as per the opted payment plan.

4.3 The Buyer hereby also specifically agrees that in the event, due to any change in the lay out plan/building plan, or for any other reason, the Apartment becomes primary/ preferentially located, (not so originally) then the Buyer shall be liable to

Developer

[Signature]
 Alpha Corp Development Pvt. Ltd.
 World Trade Centre
 Hauz Khas
 New Delhi-110028

[Signature]
 Alpha Corp Development Pvt. Ltd.
 Gold View
 Corporate Towers
 Sector-42

[Signature]
 Buyer (s)

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pay to the Developer, in addition to the basic price of the Apartment, the PLC at the rates as stipulated in the agreement plus applicable service tax, as and when demanded by the Developer.

- 4.4 The PLC shall always be treated as part of sale consideration of the Apartment.
- 4.5 A Apartment shall be deemed to be preferentially located in any of the following conditions as mentioned in column A and the PLC payable shall be as mentioned in column B, as shown there against.

A (Location)	B (Rate)
(i) 1st Floor	Rs _____ sq. ft of super area
(ii) 2nd Floor	Rs _____ sq. ft of super area
(iii) 3rd Floor	Rs _____ sq. ft of super area
(iv) 4th Floor	Rs _____ sq. ft of super area
(v) 5th Floor	Rs _____ sq. ft of super area
(vi) Corner Facing Apartment	Rs <u>100/-</u> sq. ft of super area
(vii) Park Facing Apartment	Rs _____ sq. ft of super area
(viii) Ground Floor Apartment	Rs <u>150/-</u> sq. ft. of super area

4.6 It is clearly understood and agreed by the Buyer that the preferential location charges shall add up and be payable accordingly where a particular Apartment enjoys more than one location advantage. For example, a corner Apartment on 1st Floor and also facing park will be subject to payment of total of PLC; as applicable to -3- different locational advantages adding up the amount per sq. ft. as payable for each location advantage. Above mentioned PLC Charges are only Basic PLC charges and service tax on the same is payable as extra.

5. Car Parking

5.1 The Buyer shall also pay to the Developer, additionally a sum of Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand Only) towards grant of right to use one or more designated

- a. Open Car Parking
- b. Covered Car Parking *(Only One Parking)*
- c. Stilt Car Parking

[Signature]
Signature of Buyer is

- 5.2 The buyer shall only be the licensee of the Developer in respect of the allotted car parking space for its use as car parking only and no other purpose.
- 5.3 The buyer shall not use or cause to be used the said space for any purpose other than car parking
- 5.4 In the event of transfer of the Apartment, the license of user of the said parking space shall automatically stand transferred to the transferee of the Apartment, who shall be entitled to use the same as Licensee as per agreed condition.
- 5.5 It is further made clear to the Buyer that the Buyer shall have no right, title or interest in other unreserved covered /open parking spaces available to visitors/other occupants /users and such parking spaces shall be under the exclusive ownership of the Developer and shall be dealt with by the Developer at its own discretion as it may deem fit.
- 5.6 The Buyer(s) agrees that the reserved open/covered parking space allotted to him/her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent entity detached from the said Apartment. The Buyer(s) undertakes not to sell / transfer / deal with the reserved parking space independent of the said

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Developer

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Buyer (s)

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Apartment. The Buyer(s) undertakes to park his/her vehicle in the parking space allotted to him/her and not anywhere else in the said project. The Buyer(s) agrees that all such reserved car parking space allotted to the occupants of the building(s)/ said Complex shall not form part of common areas and facilities of the said Apartment / any building constructed on the said site for the purpose of the declaration to be filed by the Developer under Haryana Apartment Ownership Act, 1983. The Buyer(s) agrees and confirms that the reserved parking space allotted to him/her automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc of the said Apartment under any of the provisions of this Apartment Buyer Agreement.

- 5.7 The Developer may, subject to availability of additional car parking space, and in its absolute discretion, agree to grant to a buyer, more than one car parking space as Licensee, subject to additional payment at the rates decided by the Developer, at relevant time, for the allotment of each extra car parking space.

6. Earnest Money

- 6.1 The Buyer(s) has signed this Apartment Buyer Agreement with full understanding that out of the amount(s) paid / payable by him/her for the said Apartment allotted to him/her, the Developer shall treat, an amount equivalent to 10 (Ten) % of the Basic Sale Price as Earnest Money to ensure fulfillment, by the Buyer(s), of the terms and conditions as contained in the Application and this Apartment Buyer Agreement.

The Buyer(s) hereby authorizes the Developer to forfeit, out of the amount paid/payable by him/her, the Earnest Money as aforementioned together with any interest paid, due or payable, and other amount of a non refundable nature including brokerage, if any paid by the Developer to any broker and cancel the booking in the event of the failure of the Buyer(s) to perform his/her obligations or fulfill all the terms and conditions set out in the Application and/or in this Apartment Buyer Agreement duly read, understood and signed by the Buyer(s), including but not limited to the occurrence of any event of default as described in this Apartment Buyer Agreement or in the event of failure of the Buyer(s) to sign and return this Apartment Buyer Agreement in its original form without any deletion/insertion to the Developer within Thirty (30) days from the date of its dispatch by the Developer and the Buyer(s) shall be left with no right, title, interest, lien or claim of whatsoever nature on the said apartment. The balance amount after above deductions shall be refundable to the Buyer(s) without any interest, within 90 days of said cancellation and forfeiture. The dispatch of said cheque by registered post/speed-post to the last available address with the Developer as filled up in the application form (as applicable) shall be full and final discharge of all the obligations on the part of the Developer or its employees and the Buyer(s) will not raise any objection or claim on the Developer after this.

- 6.2 The Buyer(s) agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of the conveyance deed for the said Apartment and that the Buyer(s) hereby authorizes the Developer to effect such forfeiture to the Buyer(s) and the Buyer(s) has agreed to this condition to indicate his/her commitment to faithfully abide by all the terms and conditions contained in his/her Application and this Apartment Buyer Agreement.

7. Terms Of Payment

- 7.1 The Buyer has paid a sum of Rs. 13,65,636/- (Rupees Thirteen Lacs Sixty Five Thousand Six Hundred Thirty Six only) to the Developer towards cost of the said Apartment till the time of execution of this agreement, and the receipt of the same the Developer hereby admits and acknowledges. The Buyer agrees to pay the remaining sale consideration and other charges as per payment plan consented by the Buyer, under this agreement.
- 7.2 It is categorically understood and agreed by the Buyer that the Developer shall have the right to adjust/ appropriate the amount received from Buyer, first towards the interest and other charges, if any, due from the Buyer under this agreement and the balance towards the sale consideration of the Apartment.
- 7.3 In the case of Construction Linked Plan, the Developer shall, from time to time, will send intimation to the Buyer(s) regarding reaching of a particular construction landmark referred to in the Schedule of Payments in Annexure - B and issue demand notice to the Buyer(s) accordingly, demanding the amount due and the said notice shall be final and binding.

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Buyer (s)

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and the Buyer shall be bound to make the payment of demanded amount within the period given in the said notice. Non-payment or part-payment or delayed payment of the demanded amount shall be deemed to be a breach of the payment. Provided, however, that in case of time bound installment payment plans, issue of any such demand notice shall not be required but the Developer may, at its discretion, and without any obligation on its part, issue call notice demanding the payment. The Buyer, however shall be bound to make the payment of installments on their due dates. Non-payment / delayed payment of time linked dues shall be deemed to be breach of the payment.

- 7.4 All the payments agreed to be made by the Buyer(s) in accordance with the payment plan agreed hereinabove shall be made by way of cheque / demand draft to be made in favour of "SIDHARTHA BUILDHOME PVT. LTD", payable at Delhi / New Delhi. In case the Buyer(s) makes the payment by an outstation cheque, then his / her payment would be deemed to have been received on the date on which the said cheque will get credited into the bank account after deduction of the outstation clearing charges. If any cheque submitted by the Purchaser gets dishonored due to any reason whatsoever then the Allotment would be deemed cancelled and the Developer will not be under any obligation to inform the Buyer(s) about the dishonor of the cheque or cancellation of the allotment. The Buyer(s) will not be entitled to tender a new cheque in place of dishonored cheque.

The Buyer(s) has been explained and has understood that all the payments are to be made by crossed cheque/demand drafts only. However, in any case the Buyer(s) is adamant to make any cash payment, the payment will be received only on sole discretion of the Developer at Corporate Office of the Seller subject to fulfillment of statutory requirements & will not be paid to any other person /site or representative/ manager/ brokers/employees. However, this payment will be acknowledged only if a valid & authorized receipt has been issued at Corporate Office only.

8. Compliance of Laws relating to remittance

The Buyer(s), if NRI or foreign national/citizen shall solely be responsible for complying of all provisions as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory regulation and amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment Acquisition/sale/transfer of immovable property in India etc. Any refund, transfer of security, if provided in terms of this Apartment Buyer Agreement shall be made in accordance with Foreign Exchange Management Act, 1999 or statutory enactments or amendment(s) thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Buyer(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable laws and guidelines issued by the concerned authorities, he / she shall be solely liable for any action under the Foreign Exchange Management Act, 1999 and other applicable laws as amended from time to time and the Developer has no responsibility in this regard. The Buyer(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer(s) subsequent to the signing of this Apartment Buyer Agreement it shall be the sole responsibility of the Buyer(s) to intimate the same in writing to the Developer immediately. The Developer shall not be responsible towards any third party making payments/remittances on behalf of the Buyer(s) and such third party shall not have any right in the Application/allotment of the said Apartment applied for herein in anyway and the Developer shall be issuing the payment receipt in favour of the Buyer(s) only. The Buyer shall also execute an affidavit duly confirming the compliance of laws relating to FEMA and RBI Guidelines.

9. Default/ delay in payment/other breach

- 9.1 Time is the essence with respect to the Buyer's obligation to pay the price of the said Apartment in accordance with the Schedule of Payments as given in Annexure - B, along with other payments such as applicable i.e. stamp duty, registration fee, interest free maintenance security and other charges, cesses as stipulated under this Apartment Buyer Agreement to be paid on or before due date or as and when demanded by the Developer as the case may be and also perform or observe all the other obligations of the Buyer(s) under this Apartment Buyer Agreement. In the event the Buyer(s) fails to make the payments on or before the due date, the Developer may cancel the allotment made herein and forfeit the earnest money together with any interest paid, due or payable, and other amount of a non refundable nature including brokerage, if any paid by the Developer to any broker and act as per clause 6.1 mentioned hereinabove. However, in case of any



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Buyer (s)

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default/delay in the payment by the Buyer(s), the Developer may, at its sole option and discretion, without prejudice to its rights as set out in various Clauses of this Agreement, waive the breach by the Buyer(s) in not making payments as per the Schedule of Payments given in Annexure B, but on condition that the Buyer(s) shall pay to the Developer interest which shall be charged after due date @ 15% per annum for the first thirty days from the date it was due and thereafter @19% per annum for all periods exceeding first thirty days compounded every quarter. It is made clear and so agreed by the Buyer(s) that the exercise of discretion by the Developer in the case of one Buyer(s) shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other Buyer(s).

9.2 Without prejudice to the foregoing and other rights of the Developer in this regards, in case of dishonor of cheque issued by the Buyer, a returning charges of Rs. 1000/- per dishonor will be payable by the Buyer.

9.3 In all cases wherein full payment of the said Apartment(s) has not been made/Schedule of Payment of Instalments is not yet over, Transfer Charges shall be levied, which are presently at Rs. 50/- per Sq. Ft. and are subject to change from time to time by the developer and the transfer will be affected in the manner once 30% of the payment is received.

10. Alteration/ Modification's in the Layout Plan, Design, and Specifications

The Buyer(s) has seen and accepted the tentative Apartment plan, which is subject to change as per terms and conditions of this agreement mentioned hereinabove. The Buyer(s) has further authorized the Developer to carry out, on his/her behalf, such additions, alterations, deletions and modifications in the Building plans, floor plans, Apartment plans, change in specification etc. including the number of Apartments/floors as the Developer may consider necessary or as directed by any competent authority or as the developer may deem fit on the advice of its architects and/or necessitated / required to be carried out, by the exigencies of the circumstances beyond the control of the developer from time to time, while sanctioning the building plans or at any time thereafter till the grant of an occupation certificate. The issuance of the occupation certificate for the Building / Project shall be the conclusive evidence (issued for the said Building or for the said Project as the case may be) that the Building / Project and the said Apartment has been fully completed in accordance with the plans and specifications as annexed to this Apartment Buyer Agreement or any modifications thereof and the Buyer(s) agrees that upon issue of occupation certificate he shall be governed by the terms and conditions of this agreement regarding specifications, design, building materials to be used, as mentioned herein.

10.2 Such alterations may include change in size of the Apartment, its area, boundaries and also increase or decrease in total number of Apartments, location of the Apartment, its number, location floor etc. planned to be constructed in the Block /complex. In such cases, the buyer will not question the change or make any claims whatsoever and the buyer hereby confirms that all such changes will be acceptable to them if the said alterations do not result in more than 10% change in the cost of the Apartment.

10.3 The Buyer also agrees and undertakes that he shall pay to the Developer the increase, if any, in the cost of the Apartment due to such change/ modification. Likewise, benefit of decrease, if any, in the cost of the Apartment due to such changes, shall be given to the Buyer.

10.4 In case of any major alterations/ modifications, resulting in more than 10% change in the cost of the Apartment, the Developer shall intimate, in writing to the Buyer such changes and the resultant change in the cost of the Apartment to be paid by the Buyer. In case the said changes/ modification are not acceptable to the Buyer, he can raise his objection within 30 days of the receipt of intimation from the Developer. In such an event, the present agreement shall be treated as cancelled and the amount paid by the Buyer to the Developer under this agreement shall be refunded to the Buyer along with interest @ 9% p.a. after deducting brokerage/commission paid if any by the Developer and the processing/administrative charges for such booking. In case, Buyer fails to raise his objection in writing within the prescribed period of 30 days, he shall be deemed to have given his full consent to the alterations/ modifications and be bound by it. In the event of such alteration/modification, the Buyer will not question the same or make any claims whatsoever against the Developer.

10.5 In view of any new directives of DGTCPC or for the betterment of the project the Developer can effect changes in the original

Developer





Buyer (s)



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design including but not limited to elevation / Unit plans/ floor plans/Layout plans / reduction or addition of storeys (including shifting of allotted Unit from one Floor to another or from one lower to another lower, as the case may be) at its sole option and discretion and the Buyer shall not object to the same provided there is no substantial change in the Super area of the re-allotted Unit. The Developer may give option to the Purchaser to opt for any other Unit or move to a higher or lower floor subject to the availability of the same. Accordingly the Application and the Agreement shall stand modified to that effect. The Buyer agrees and accepts that in case he seeks cancellation of Allotment on the above noted ground he shall communicate in writing within 30 days of receiving intimation from the Developer to this effect and the Developer shall refund the amount deposited by the Buyer(s) along with interest @ 9% p.a. after deducting brokerage/commission paid if any by the Developer and the processing/administrative charges for such booking, within 30 days of receiving a written request for refund from the Purchaser.

- 10.6 In the event of paucity or no availability of any particular construction material / articles, the Developer shall have the right to use alternative material / article but of equally good quality. Opinion of the architects of the Developers on such changes shall be final and binding on the Buyer(s).

11. Additional Construction

The buyer(s) agrees that in case during the course of construction and/or after the completion of the building(s) in the complex, if further construction anywhere, and on any portion of the plot or building or on the terrace becomes permissible including on the piece of plot of land on which the Block/Tower, wherein the Apartment of the buyer is located, is constructed or is under construction as belonging to the Developer, without any objection and/or hindrance from the buyer and the buyer will in no way interfere with such right of the developer. Such additional building (s) / structure will be the sole property of the Developer which the Developer will be entitled to dispose off in any way it chooses without any interference on the part of the Buyer. The Buyer further agrees that the Developer at its cost shall be entitled to connect the electric, water, sanitary and drainage sources in the said extended complex while maintaining existing services. The Buyer further agrees and undertakes that he/she/they shall after taking possession of the said Apartment or at any time thereafter, not subject to the developer constructing or continuing with the construction of other building(s)/blocks outside/adjacent to the said building or inside the said Complex or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the developer, on the ground that the infrastructure required for the said complex is not yet complete. Any violation of this condition shall entitle the company to seek remedies under this agreement in case of breach, non-payment, defaults etc.

12. Completion of Construction

- 12.1 The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building / said Apartment within the period of 36 months plus grace period of 6 months, which shall be intimated to the Buyer(s) from the date of receipt of all statutory approvals, unless there shall be delay or there shall be failure due to reasons mentioned in the Clauses mentioned herein this Agreement or due to failure of Buyer(s) to pay in time the price of the said Apartment along with all other charges and dues in accordance with the schedule of payments given in Annexure- B or as per the demands raised by the Developer from time to time or any failure on the part of the Buyer(s) to abide by any terms or conditions of this Apartment Buyer Agreement.
- 12.2 If, however, the completion of the said Building / said Project is delayed by reason of non-availability of steel and / or cement or other building materials or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Developer, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule and Notification of the Government and / or any other Public or Competent Authority or due to delay in sanction of building / zoning plans, grant of completion / occupation certificate by any Competent Authority or for any other reasons beyond the control of the Developer then the Buyer(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Apartment. The Developer, as a result of such contingency arising, reserves the right



Developer



Buyer (s)

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to alter or vary the terms and conditions of this Apartment Buyer Agreement or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the Scheme for such period as it may consider expedient and the Buyer(s) agrees not to claim compensation / loss / damages of any nature whatsoever (including the compensation stipulated in the Clauses of this Apartment Buyer Agreement) during the period of suspension of the Scheme.

12.3 For the purpose of this Agreement, the date of making an application to the concerned authorities for issue of completion / part completion / occupancy / part occupancy certificate of the complex shall be treated as the date of completion of the construction of the Apartment.

13. Delay in Completion of Construction

13.1 In case, the Developer fails to complete the construction within the agreed period of 36 months+ six months (06) grace period as hereinabove mentioned, the Developer would pay the Buyer(s) compensation @ Rs.5/- sq.ft. of the super area of the Apartment per month for the period of delay, which is prevalent industry norm.

14. Possession

14.1 The Developer on completion of construction and on obtaining certificate of occupation from the competent authorities shall issue a final call notice to the Buyer, calling upon him to remit all remaining dues, charges, expenses, etc. as may be mentioned therein, within 30 days thereof and to take possession of the Apartment after execution of the sale Deed.

14.2 The Buyer, on receipt of such call notice, shall pay to the Developer within the stipulated period; the amount demanded therein and shall execute the sale deed and take possession of the said Apartment, within the stipulated period. Payment of all the dues including arrears of installments(s), if any, due interest and other charges etc., as may be mentioned in such/ all notice, and observance and performance of all the obligations and stipulations by the Buyer as contained in the agreement shall be a condition precedent for execution of sale deed by the Developer and handing over possession of the said Apartment to the Buyer.

14.3 The Developer shall draft and execute along with the Buyer(s) a conveyance deed to convey the title of the said Apartment in favour of Buyer(s) but only after receiving full payment of the total price of the Apartment and the Utility Charges, if any, allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Apartment Buyer Agreement or as demanded by the Developer from time to time prior to the execution of the Conveyance Deed. If the Buyer(s) is in default of any of the payments as set forth in this Apartment Buyer Agreement then the Buyer(s) authorizes the Developer to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Developer is made by the Buyer(s). The Buyer(s) undertakes to execute Conveyance Deed within the time stipulated by the Developer in its written notice failing which the Buyer(s) authorizes the Developer to cancel the allotment and cancel this Apartment Buyer Agreement in terms of Clause (6.1) of this Apartment Buyer Agreement and to forfeit, out of the amounts paid by him/her, the Earnest Money, delayed payment of interest any interest paid, due or payable, any other amount of a non-refundable nature including brokerage, if any paid by the Developer to any broker and to refund the balance amount without any interest in the manner prescribed in Clause (6.1). The Buyer(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies / penalties imposed by the competent authority (ies).

14.4 The Developer shall provide adequate facilities for power backup for the said project. The applicant shall be required to pay load charges/power back up charges as per his requirement at the prevailing market price at the time of possession.

15. Non Taking of Possession

15.1 In the event, the Buyer does not comply with the call notice, within the stipulated period as prescribed in the previous clause, the same shall be deemed to be a serious breach of the present agreement in terms of clauses of this Agreement, and in such an event, clause 9.1 of this agreement may come into play, and the consequences mentioned therein shall follow.


 Developer





 Buyer (s)

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- 15.2 Further, the Developer, however, without prejudice to its right to treat this agreement as cancelled, may, in its absolute discretion, waive the aforesaid breach, and execute the said deed in favour of the Buyer and handover possession of the said Apartment to him at any time after the stipulated period of 30 days subject, however, to the condition that Buyer shall pay to the Developer a holding compensation @ 5/- per sq. ft. of the super area of the Apartment per month for the period of delay, which rate is equivalent to the payment to Buyer(s) in case of non handing over of possession. This compensation shall be a distinct charge, independent of other charges, including maintenance charges, compensation as may be payable by the Buyer under any other clause of this agreement. It is made abundantly clear that the discretion of the Developer in this regard shall be absolute and Buyer shall not be able to compel the Developer to exercise the same on any ground whatsoever, including on the ground that the Developer has exercised this option in the case of some other Buyer/defaulters.
- 15.3 In the event the Developer exercises its discretion under clause 15.2 above, the Buyer shall be deemed to have taken possession for the purposes of this Agreement on the 30th day of the final call notice and shall be liable to pay all charges, including maintenance charges, taxes, levies, outflows on account of the said Apartment from the 30th day of the final call notice.

16. Maintenance

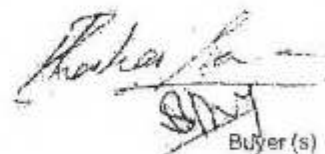
- 16.1 The upkeep, maintenance and management of the building and of common areas and maintenance, operation and up keep of plant and machinery shall be organized by the developer or its nominated Maintenance Agency in accordance with Haryana Apartment Ownership Act, 1983. In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Developer shall, upon the completion of the said Building/said Project, hand over the maintenance of the said Building/said Project to any of its nominee including other Body or Association (hereinafter referred to as the "Maintenance Developer/Agency") as the Developer in its sole discretion may deem fit. The Buyer(s) hereby agrees to execute Maintenance Agreement, if so required as per the standard maintenance agreement to be prepared by the Developer/Maintenance Agency. The non execution of the Maintenance Agreement by the buyer shall be deemed to be a serious breach of the terms of this Agreement. The Buyer(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement from time to time. The Developer reserves the right to change, modify, amend, and impose additional conditions in the Maintenance Agreement at the time of its final execution.

16.2 Interest Free Maintenance Security

In order to secure due performance of the Buyer(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency/Developer, the Buyer(s) agrees to deposit as per the Schedule of payment given in Annexure and to always keep deposited with the Developer / Maintenance agency an interest free maintenance security deposit calculated at the rate of Rs. 50/- per square foot of the Super Area of the said Apartment. In case of failure of the Buyer(s) to pay the maintenance bills, other charges on or before the due date, the Buyer(s) in addition to permitting the Developer/Maintenance Agency to deny him/her the right to avail the maintenance services also authorizes the Developer/ maintenance agency to adjust maintenance security deposit against such defaults. If due to such adjustment, the interest free maintenance security deposit falls below the agreed sum of Rs. 50/- per square foot of the Super Area of the said Apartment, then the Buyer(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Developer/Maintenance Agency. The Developer / Maintenance Agency reserves the right to increase the interest free maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Buyer(s) agrees to pay such increase within fifteen (15) days of demand by the Developer/Maintenance Agency. If the Buyer(s) fails to pay such increase in the Interest Free Maintenance Security Deposit or to make good the shortfall as aforesaid on or before its due date, then the Buyer(s) authorizes the Developer/Maintenance Agency to charge interest at the rate of 18% p.a. for the period of such delay and to stop / disconnect all maintenance services to the said Apartment till such sums due alongwith interest as stipulated hereinabove are paid by the Buyer(s). It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Apartment Buyer Agreement relating to interest free maintenance security deposit as stipulated in this clause shall survive the conveyance of title in favour of Buyer(s) and the



Developer



Buyer(s)



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Developer/Maintenance Agency shall have first charge/lien on the said Apartment in respect of any such non-payment of shortfall/increases as the case may be.

16.3 Payment of deposits & charges for bulk supply of Electrical Energy

If the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from DHBVNL/Haryana Vidyut Prasaran Nigam Ltd. or from any other body / Commission / Regulatory / Licensing Authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the said Project, then the Buyer(s) undertakes to pay on-demand to the Developer, proportionate share as determined by the Developer of all deposits and charges paid/payable by the Developer or the Maintenance Agency to DHBVNL/Haryana Vidyut Prasaran Nigam Ltd. / any other Body / Commission / Regulatory / Licensing Authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the total price payable by the Buyer(s) for the said Apartment and the conveyance of the said Apartment shall be withheld by the Developer till full payment thereof is received by the Developer from the Buyer(s). Further the Buyer(s) agrees that the Developer shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Apartment till full payment of such deposits and charges is received by the Developer or the Maintenance Developer / Agency. Further, in case of bulk supply of electrical energy, the Buyer(s) agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Buyer(s)'s rights to apply for individual / direct electrical supply connection directly from DHBVNL/ Haryana Vidyut Prasaran Nigam Ltd. or any other body responsible for supply of electrical energy. An undertaking in this regard executed by the buyer is attached as Annexure D to this agreement. The buyer(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy on pro-rata basis as may be demanded by the Developer from time to time.

16.4 Fixation of total Maintenance Charges

The total maintenance charges to be charged shall be calculated and fixed by the Maintenance Agency / Developer taking into consideration various inputs / overheads / charges at the relevant time in its sole discretion. Maintenance charges would be levied from the 30th day of the final call notice to take possession and the Buyer(s) undertakes to pay the same promptly. The estimates / calculations of monthly maintenance charges by the Maintenance Agency / Developer shall be final and binding on the Buyer(s). The maintenance charges alongwith taxes, if any, shall be recovered on monthly intervals or as may be decided by the Maintenance Agency / Developer. The Buyer(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency / Developer. It is clarified that Maintenance charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the Maintenance Agency / Developer and shall be paid by the Buyer(s) as stipulated herein.

16.5 Payment for replacement, upgradation, additions of Lifts, DG Sets, Electric Sub - Station

Pumps, Fire Fighting Equipments and other Capital Plants / Equipments etc.

That as and when any Plant and Machinery within the said Project / said Building, as the case may be, including but not limited to lifts, DG Sets, Electric Sub - Stations, Pumps, Fire Fighting equipment, any other plant / equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the Buyer(s) in the said Building / said Project on pro-rata basis (i.e. in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building / said Project, as the case may be). The Developer or the maintenance Developer / Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, addition etc. including its timings or cost thereof and the Buyer(s) agrees to abide by the same.

16.6 Right of Buyer(s) to use common areas and facilities subject to payment of total maintenance charges

The Buyer(s) hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of common areas and facilities within the said Building / said Project and right to exclusive use of covered / open parking space, if allotted, shall be subject to timely payment of total Maintenance Charges as billed by the Maintenance Developer/ Agency and performance by the Buyer(s) of all his/her obligations under this Apartment Buyer Agreement and the Maintenance Agreement. If the maintenance charges are not paid by the Buyer(s) regularly and on or before its due date, then the Buyer(s) agrees that he/she shall have no right to use such common areas and facilities. But so long as the

Developer



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Buyer (s)

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Maintenance Charges and all payments envisaged under these presents are regularly paid, on or before due date. If the covenants are observed, the Buyer(s) shall be entitled to use such common areas and facilities and the exclusive parking space, if allotted. The internal maintenance of the Apartment in all respects, including the maintenance of the electric fittings, sanitary fittings, internal piping, gas connections and whatsoever, etc. shall be the sole responsibility of the Buyer, to be carried out at his own expense. The Developer has no responsibility for any internal maintenance of the said Apartment.

16.7 Right to enter the said Apartment for repairs

In addition to the Developer's and the maintenance Agency's rights of unrestricted usage of all common areas and facilities and parking space for providing necessary maintenance services, the Buyer(s) agrees to permit the Developer or the Maintenance Agency to enter into the said Apartment or any part thereof, after due notice in writing and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Apartment or the defects in the Apartment above or below or adjacent to the said Apartment. Any refusal of the Buyer to give such right will be deemed to be a violation of this Apartment Buyer Agreement and the Developer shall be entitled to take such actions as it may deem fit.

16.8 Watch and Ward Arrangements

Watch and ward arrangement shall be provided in the complex as part of maintenance of the complex. For the said Apartment, the Developer shall be fully entitled to make appropriate arrangements for the safety and security of the complex. The Apartment occupants, including regulation of the entry of person /visitors into the complex, as per rules and regulations framed by Developer. The rules and regulations framed by the Developer in this regard shall be final and binding on the buyers / occupants of the Apartments.

16.9 Insurance of the said Building

The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant act or terrorist act by the Developer or the Maintenance Agency on behalf of the Buyer(s) and the cost thereof shall be payable by the Buyer(s) separately or as a part of the maintenance bill raised by the Maintenance Agency/Developer but contents inside the Apartment shall be insured by the Buyer(s)/Occupant at his/her own cost. The cost of insuring the Building structure shall be recovered from the Buyer(s) as a part of total maintenance charges and the Buyer(s) hereby agrees to pay the same. The Buyer(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of the Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Buyer(s) shall be solely responsible and liable.

16.10 Use of Basement and Service Areas

The basement(s) and service areas, if any, as may be located within the said Building / said Project as the case may be shall be earmarked by the Developer to house services including but not limited to Electric Sub- Stations, Transfo DG Sets, Underground water tanks, Pump rooms, Maintenance and Service rooms, Firefighting pumps and equipment etc. and other permitted uses as per Zoning Plans / Building Plans. The Developer may also, in its absolute discretion, earmark areas in the Basement(s) for reserved / dedicated car parking for the staff of the Maintenance Agency or staff or for individual Buyer(s). The Buyer(s) shall not be permitted to use the Basement and service areas in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency employees for rendering maintenance services. The Buyer(s) shall keep the Developer indemnified and harmless in respect of any breach / violation of the terms hereof.

16.11 Occupation by Third Party

In the event, the buyer permits a third party to occupy his Apartment, under whatsoever arrangements between them, it shall be the duty and responsibility of the Buyer(s) to make such third party agree and be bound by all the terms and conditions under this clause as well as the Maintenance Agreement including payment of stipulated charges. In case of default by any such party, the Developer shall have the right to recover the arrears along with interest as above-stated.



Developer



Buyer

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the buyer of the Apartment and / or from such occupier of the Apartment, without the prejudice to the right of the developer to disallow the buyer/ occupier the use of facilities, as hereinabove provided.

16.12 Deemed Possession

It is also categorically agreed by the buyer that for the aforesaid purpose, the Buyer shall be deemed to have taken possession of the Apartment on the 30th Day of the final call notice, offering him the possession of the Apartment, irrespective of the fact, whether or not, the buyer has taken the actual physical possession of the Apartment.

16.13 Commencement of Maintenance Charges

The Buyer hereby acknowledges to have understood and agreed that he would be liable to pay Maintenance charges/ security deposit etc., calculated from the 30th day of the final call notice, as contemplated.

16.14 Use of the said Apartment

The Buyer(s) shall not use the said Apartment for any purpose other than the residential or in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Building / said Project or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause structural damage or damage to any flooring or ceiling or services of any Apartment over / below / adjacent to the said Apartment or anywhere in the said Project or in any manner interfere with the use thereof or of Apartments passages, corridors or amenities available for common use. The Buyer(s) hereby agrees to indemnify the Developer against any penal action, damages or loss due to misuse for which the Buyer(s) / occupant shall be solely responsible.

16.15 Use of Terrace

The Developer reserves the right to give on lease or hire or make further construction on any part of the top roof / terraces above the top floor of any of the buildings in the said Project for installation and operation of antenna, satellite dishes, communication Towers, other communication equipment or to use / hire / lease the same for advertisement or any other purposes subject to all regulations / laws and the Buyer(s) agrees that he/she shall not object to the same and make any claims on this account.

16.16 General compliance with respect to the said Apartment

The Buyer(s) further undertakes, assures and guarantees that he/she would not put any sign – board / name – plate, neon – light, publicity material or advertisement material etc. on the face / façade of the (not even inside the Apartment facing external facade) building or anywhere on the exterior of the Building or common areas. Air conditioners/coolers etc. Shall be installed by the Buyer(s) at place earmarked or approved by the Developer and nowhere else and the Buyer(s) shall ensure that there is no water leakage from them. The Buyer(s) shall also not change the color scheme of the outer walls or painting of the exteriors side of doors and windows etc. carry out any change in the exterior elevation or design. The Non – observance of the provisions of this clause shall entitle the Developer or the maintenance agency to enter the Apartment, if necessary and remove all non – conforming fittings and fixtures at the cost and expense of the Buyer(s). The Buyer(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Buyer shall not make display or exhibit to the public view any picture, poster statue or other articles. The Buyer shall not use or cause to be made any encroachment or obstruction in common areas/ facilities, services and shall not cause any hindrance in any manner in the use and enjoyment of all common areas/ facilities/services for a purpose other than the respective intending uses. The Buyer shall not use or cause to be used any common area / facility /services for a purpose other than the respective intending uses. The Buyer shall not make noise pollution by use of loudspeakers or otherwise, any type of pollution or throw away or accumulate rubbish, dust rags, garbage etc. anywhere in the Complex, save and except at areas/ place specifically earmarked for the purpose.

17. Compliance of Law

The Buyer(s) is entering into this Apartment Buyer Agreement for the provisional allotment of said Apartment with the full knowledge of all laws, rules, regulations, notifications, applicable to the ELLA in general and the said Apartment in

Developer



Buyer(s)

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particular. The Buyer(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment the requirements, requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority in respect of the said Apartment / Building at his/her own cost and keep the Developer, indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs. The Buyer(s) further agrees to abide by the provisions of Haryana Development & Regulation of Urban Areas Act, 1975, Haryana Apartment Ownership Act, 1963 and all other applicable laws, bye-laws, rules and regulations of any authorities including DGTC, HUDA, the State Government, the Local Bodies and the terms and conditions of Licenses and other approvals governing or relating to the Apartment/Complex, and shall be responsible/liable for all defaults, violations or breaches of any of the conditions or rules and regulations.

18. Alterations of unsold Apartments

The Developer shall have right, without any approval of any Buyer(s) in the said Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartment(s) within the said Building and the Buyer(s) agrees not to raise objections or make any claims on this account.

19. EWS Flats/Dwelling Units, Schools, Shops, Commercial Premises/Building etc.

It is stipulated in the terms of the Deed of License and the bilateral agreement executed between the Developer and the Government of Haryana, it is required to earmark a portion of the said Land as the case may be, for the construction of flats/dwelling units etc. for Economically Weaker Sections (EWS) of the society, school, shops, commercial premises / building etc. in such a case, it is a condition of this Agreement agreed to by the Apartment Buyer(s) that he/she shall have no right, no title or no interest in any form or manner in the EWS flats / dwelling units, schools, shops, Commercial premises / building etc. subject to all laws or judicial pronouncements and / or the area of land earmarked for EWS flats / dwelling units, schools, shops, commercial premises / building etc. and / or facilities provided therein. Further the Apartment Buyer(s) hereby agrees that he/she shall not have any claim or right to any Commercial premises / buildings or interfere in the manner of booking, allotment and installation of sale of flats / dwelling units for EWS, schools, shops, commercial premises / building or in the operation and management of shops, commercial premises / building etc. The Developer shall enter into a separate agreement with Buyer(s) of EWS flats / dwelling units, shops, commercial premises/ building etc. and the Apartment Buyer(s) confirms that he/she has specifically noted the same.

20. Developer's right to raise finance

The Buyer(s) hereby authorizes and permits the Developer to raise finance / loan from any Financial Institution / Bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge / mortgage of the said Apartment / said Building / said Project / said Land / said Portion of the Land subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of the conveyance deed. The Developer / Financial Institution / Bank shall always have the first charge on the said Apartment for all their dues and other sums payable by the Buyer(s) or in respect of any loan granted to the Developer for the purpose of the construction of the said Building / said Project.

21 Club

- 21.1 In accordance with the development plan of the Complex the Developer proposes to develop and run a club for the social activities of the residents in the complex
- 21.2 The proposed social club in the complex shall be managed by the Developer or its Nominee(s). The Buyer shall have no right to interfere, in any manner in the management of the club.
- 21.3 In all eventualities, the ownership of the club, its equipments, Buildings, furniture and fixture etc., and the title/rights/ interest in the land underneath, shall always be that of the developer and continue to vest in the Developer, irrespective of the fact whether its management is with the Developer and or its nominee(s) or a third party appointed for the purpose.

Developer



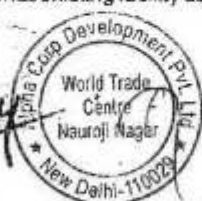
Buyer (s)



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- 21.4 The Buyer shall be enrolled as a member of the said club on the payment of Rs. 75,000/- (Rupees Seventy Five Thousand Only) as club membership fee and he shall be entitled to use the facilities provided by the club on payment of prescribed annual subscription charges and subject to the condition that he shall follow the rules and regulations framed by management of the club. It has been made clear to the buyer and the buyer has agreed that the club membership/subscription charges may be enhanced from time to time as may be decided by the developer /management of the club and their decision in this behalf shall be final and binding on the buyer.
- 21.5 On transfer of the Apartment by the buyer, the transferee shall be entitled to become a member of the club subject to his agreeing and abiding by the rules and regulations of the club as applicable and payment of annual subscription charges. The club membership fee shall not be refundable to the transferor and the same shall continue to hold good for benefit of the transferee.
- 22 Loan**
- 22.1 In case the Buyer wants to avail a loan facility from any bank /financial institution or from any other source, he may do so and the developer shall fully co-operate with the buyer in this regards. However, it is made clear that the Developer shall not be a party to the said loan/ borrowing arrangement or any terms thereof and not be bound in any manner whatsoever. The Buyer shall ensure on his own for the sanction of loan, and disbursement thereof as per the payment schedule. The Buyer shall not be entitled to claim any relaxation /deviation in the payment plan on any ground including that the loan is not sanctioned to him or disbursement is getting delayed.
- 22.2 The buyer agrees that his/her obligation pursuant to this agreement shall not be contingent on the buyers ability or competency to obtain such financing and the buyer will remain bound under this agreement whether or not he/she/they has been able to obtain finance for the purchase of the said Apartment.
- 23. Developer's Inability to give Possession**
- 23.1 In the event, if for any reason whatsoever beyond the control of the developer, the whole or any part of the project is abandoned and / or the Apartment agreed to be sold herein is not constructed and / or for any other reason beyond the control of the developer, the Developer is not in a position to give possession of the Apartment, the Buyer shall have no claim of any kind, whatsoever, against the Developer except to be entitled to the refund of the amount paid by him with simple interest @9% per annum from the date of intimation to Buyer(s) till the date of refund. On making of such payment by the developer, the buyer shall not have any rights, claims etc against the developer and the developer shall be released and discharged from all its obligations and liabilities under this agreement.
- 24. Pipe Gas Supply/ Power Back Up / Broadband Connectivity/Fire Fighting Charges**
- 24.1 Each Apartment shall be provided with piped gas supply, through an especially set-up network of pipes connected to a common gas tank in the complex, subject to its technical feasibility. The buyer shall have to pay for such connection as well as consumption charges for availing the said facility, as may be decided later on by the Developer.
- 24.2 For availing the facility of power back up, the buyer shall have to pay load charges/power back up charges as per his requirement at the prevailing market price at the time of possession.
- 24.3 Each Apartment shall be provided with Broadband connectivity for computer application, through a well laid network for cables. The cost of installing such networks shall be borne by the Developer. The use of this facility shall be optional one and in case, the Buyer chooses to avail the same, he shall have to pay installation / activation charges as well as usage charges on such rates as may be determined later on by the developer. The decision of the developer in such matter shall be final and binding on the buyer.
- 24.4 The buyer shall also pay proportionate charges for provision of any other facility not specifically mentioned in this agreement as may be required by any authorities or considered appropriate by the Developer, including any increased charges for an additional/existing facility as circumstances may warrant, for provision and maintenance of such facility/ies.

Developer



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Buyer (s)

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25. Developer's Charge on the said Apartment

The Buyer(s) agrees that the Developer shall have the first charge / lien on the said Apartment for the recovery of all its dues payable by the Buyer(s) under this Apartment Buyer Agreement and such other payments as may be demanded by the Developer from time to time. Further the Buyer(s) agrees that in the event of his/her failure to pay such dues, the Developer will be entitled to enforce the charge / lien by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

26. Haryana Apartment Ownership Act, 1983

The Buyer(s) has confirmed and assured the Developer prior to executing this Apartment Buyer Agreement that he/she has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Apartment Buyer Agreement and the Buyer(s) has further confirmed that he/she is in full Agreement with the provisions of this Apartment Buyer Agreement in relation to the Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendment(s) or modification(s) thereof or the provision(s) of any other law(s) dealing with the matter.

The said Apartment and the building in which it is located shall be subject to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities as specified by the Developer in the declaration which may be filed by the Developer in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Apartment owners and the Buyer(s) agrees and confirms that his / her right, title and interest in the said Apartment / said Building shall be limited to and governed by what is specified by the Developer in the said declaration, which will be in consonance with this Apartment Buyer Agreement.

27. Association of Apartment Owners

The Buyer(s) agrees and undertakes that he/she shall join any Association / Society of Apartment Owners as may be formed by the Developer on behalf of Apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose.

28. Binding Effect

Forwarding this Apartment Buyer Agreement to the Buyer(s) by the Developer does not create a binding obligation on the part of the Developer or the Buyer(s) until firstly, the Buyer(s) signs and delivers this Apartment Buyer Agreement with all the annexures without any deletions/insertions along with the payments due as stipulated in the Schedule of Payments in Annexure B within thirty (30) days from the date of dispatch by the Developer and secondly a copy of this Apartment Buyer Agreement (executed by the Developer through its Authorized Signatory is delivered to the Buyer(s) within Thirty (30) days from the date of receipt of this Apartment Buyer Agreement by the Developer from the Buyer(s). If the Buyer(s) fails to execute and deliver to the Developer this Apartment Buyer Agreement within Thirty (30) days from the date of its dispatch by the Developer, then the application of the Buyer(s) shall be treated as withdrawn and the Earnest Money paid by the Buyer(s) shall stand forfeited. If the counter part of this Apartment Buyer Agreement is not executed by the Developer and dispatched to the Buyer(s) within Thirty (30) days from the date of its receipt from the Buyer(s), then this Apartment Buyer Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Buyer(s) in connection therewith shall be returned to the Buyer(s) without any interest and compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligation or liabilities against the other.

29. Apartment Buyer Agreement not assignable without consent

This Apartment Buyer Agreement or any interest of this Apartment Buyer Agreement shall not be assigned by the Buyer(s) without prior written consent of the Developer which consent may be given or denied by the Developer in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further subject to the terms, conditions and procedures as decided by the Developer from time to time. The Buyer(s) shall pay

Developer

Buyer (s)

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- 21.4 The Buyer shall be enrolled as a member of the said club on the payment of Rs. 75,000/- (Rupees Seventy Five Thousand Only) as club membership fee and he shall be entitled to use the facilities provided by the club on payment of prescribed annual subscription charges and subject to the condition that he shall follow the rules and regulations framed by management of the club. It has been made clear to the buyer and the buyer has agreed that the club membership/subscription charges may be enhanced from time to time as may be decided by the developer /management of the club and their decision in this behalf shall be final and binding on the buyer.
- 21.6 On transfer of the Apartment by the buyer, the transferee shall be entitled to become a member of the club subject to his agreeing and abiding by the rules and regulations of the club as applicable and payment of annual subscription charges. The club membership fee shall not be refundable to the transferor and the same shall continue to hold good for benefit of the transferee.
- 22 Loan**
- 22.1 In case the Buyer wants to avail a loan facility from any bank /financial institution or from any other source, he may do so and the developer shall fully co-operate with the buyer in this regards. However, it is made clear that the Developer shall not be a party to the said loan/ borrowing arrangement or any terms thereof and not be bound in any manner whatsoever. The Buyer shall ensure on his own for the sanction of loan, and disbursement thereof as per the payment schedule. The Buyer shall not be entitled to claim any relaxation /deviation in the payment plan on any ground including that the loan is not sanctioned to him or disbursement is getting delayed.
- 22.2 The buyer agrees that his/her obligation pursuant to this agreement shall not be contingent on the buyers ability or competency to obtain such financing and the buyer will remain bound under this agreement whether or not he/she/they has been able to obtain finance for the purchase of the said Apartment.
- 23. Developer's inability to give Possession**
- 23.1 In the event, if for any reason whatsoever beyond the control of the developer, the whole or any part of the project is abandoned and / or the Apartment agreed to be sold herein is not constructed and / or for any other reason beyond the control of the developer, the Developer is not in a position to give possession of the Apartment, the Buyer shall have no claim of any kind, whatsoever, against the Developer except to be entitled to the refund of the amount paid by him with simple interest @9% per annum from the date of intimation to Buyer(s) till the date of refund. On making of such payment by the developer, the buyer shall not have any rights, claims etc against the developer and the developer shall be released and discharged from all its obligations and liabilities under this agreement.
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- 24.1 Each Apartment shall be provided with piped gas supply, through an especially set-up network of pipes connected to a common gas tank in the complex, subject to its technical feasibility. The buyer shall have to pay for such connection as well as consumption charges for availing the said facility, as may be decided later on by the Developer.
- 24.2 For availing the facility of power back up, the buyer shall have to pay load charges/power back up charges as per his requirement at the prevailing market price at the time of possession.
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- 24.4 The buyer shall also pay proportionate charges for provision of any other facility not specifically mentioned in this agreement as may be required by any authorities or considered appropriate by the Developer, including any increased charges for an additional/existing facility as circumstances may warrant, for provision and maintenance of such facilities.

Developer



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Buyer (s)

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25. Developer's Charge on the said Apartment

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The Buyer(s) has confirmed and assured the Developer prior to executing this Apartment Buyer Agreement that he/she has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Apartment Buyer Agreement and the Buyer(s) has further confirmed that he/she is in full Agreement with the provisions of this Apartment Buyer Agreement in relation to the Haryana Apartment Ownership Act, 1983 and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendment(s) or modification(s) thereof or the provision(s) of any other law(s) dealing with the matter.

The said Apartment and the building in which it is located shall be subject to Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities as specified by the Developer in the declaration which may be filed by the Developer in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Apartment owners and the Buyer(s) agrees and confirms that his / her right, title and interest in the said Apartment / said Building shall be limited to and governed by what is specified by the Developer in the said declaration, which will be in consonance with this Apartment Buyer Agreement.

27. Association of Apartment Owners

The Buyer(s) agrees and undertakes that he/she shall join any Association / Society of Apartment Owners as may be formed by the Developer on behalf of Apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose.

28. Binding Effect

Forwarding this Apartment Buyer Agreement to the Buyer(s) by the Developer does not create a binding obligation on the part of the Developer or the Buyer(s) until firstly, the Buyer(s) signs and delivers this Apartment Buyer Agreement with all the annexures without any deletions/insertions along with the payments due as stipulated in the Schedule of Payments in Annexure B within thirty (30) days from the date of dispatch by the Developer and secondly a copy of this Apartment Buyer Agreement executed by the Developer through its Authorized Signatory is delivered to the Buyer(s) within Thirty (30) days from the date of receipt of this Apartment Buyer Agreement by the Developer from the Buyer(s). If the Buyer(s) fails to execute and deliver to the Developer this Apartment Buyer Agreement within Thirty (30) days from the date of its dispatch by the Developer, then the application of the Buyer(s) shall be treated as withdrawn and the Earnest Money paid by the Buyer(s) shall stand forfeited. If the counter part of this Apartment Buyer Agreement is not executed by the Developer and dispatched to the Buyer(s) within Thirty (30) days from the date of its receipt from the Buyer(s), then this Apartment Buyer Agreement shall be deemed to have been rejected and cancelled and as sums deposited by the Buyer(s) in connection therewith shall be returned to the Buyer(s) without any interest and compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligation or liabilities against the other.

29. Apartment Buyer Agreement not assignable without consent

This Apartment Buyer Agreement or any interest of this Apartment Buyer Agreement shall not be assigned by the Buyer(s) without prior written consent of the Developer which consent may be given or denied by the Developer in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further subject to the terms, conditions and procedures as decided by the Developer from time to time. The Buyer(s) shall pay

Developer



Buyer (s)



administrative charges to the Developer @Rs.50/- per sq.ft. for the transfer of the Super Area. Any change in the name (including addition/deletion) of the recorded Buyer(s) will be deemed as assignment/transfer for this purpose. The Buyer(s) shall be solely responsible for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Buyer(s) in violation of this Apartment Buyer Agreement shall be a default on the part of Buyer(s) entitling the Developer to cancel this Apartment Buyer Agreement and to avail of remedies as set forth in the Clauses of this Apartment Buyer Agreement.

Claims, if any, between transferor and transferee as a result of subsequent reduction/increase in the Super area of the Apartment or its location or otherwise will be settled between transferor and transferee and the Developer will not be party to the arrangements between them, or be liable for the same in any manner. It will be the sole responsibility of the Buyer to also obtain permission of the competent Authority, required, if any, for the transfer of the Apartment and to pay such charges as may be levied for such transfer.

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/ said complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and / or subsequent Buyers/ assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.

30. Entirety

This Apartment Buyer Agreement along with its annexures and the terms and conditions contained in the Application Form constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all undertakings, and other Apartment Buyer Agreement, correspondences, arrangements whether written or oral, if any, between the parties. The terms and conditions of the Application shall continue to prevail and be binding on the Buyer(s) save and except in cases where the terms and conditions of the Application are at variance with the terms and conditions of this Apartment Buyer Agreement in which cases the terms and conditions of this Apartment Buyer Agreement shall prevail and shall supersede those terms and conditions contained in the Application Form. This Apartment Buyer Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Apartment Buyer Agreement duly signed by and between the parties.

31. Right to amend Annexures

The Developer further reserves the right to correct, modify, amend or change all or any the annexures attached to this Apartment Buyer Agreement and also annexures which are indicated to be tentative at any time prior to conveyance of the said Apartment, as deemed necessary by the Developer at its sole discretion.

32. Apartment Buyer Agreement Specific only to this Apartment / Project

It is clearly understood and agreed by the Buyer(s) that the provision of this Apartment Buyer Agreement, and those contained in other annexures are specific and applicable to Apartment offered for sale in ESTELLA only (the said Project), and these provisions cannot be read in evidence or interpreted in any manner in or for purpose of any suit or proceedings before any Court(s), MRTP Commission, Consumer Dispute Forum(s) or any other judicial forum involving any other Apartment(s) / Building (s) / Project (s) of the Developer / its associates / subsidiaries, partnership firms in which the Developer is a partner or is interested.

33. Provisions of this Apartment Buyer Agreement applicable on Occupiers / Subsequent Purchasers

It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Apartment / said Building / said Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and / or subsequent purchasers / assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes and the Buyer(s) undertakes to incorporate provision for the same in all transactions.

Developer



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Buyer (s)

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34. Waiver not a limitation to enforce

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

35. Severability

If any provision of this Apartment Buyer Agreement shall be determined to be void or unenforceable under applicable law or any judicial pronouncement such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Apartment Buyer Agreement and to the extent, necessary to conform to applicable law or judicial pronouncement at the time of execution of this Apartment Buyer Agreement.

36. Captions / Headings

The captions / headings in this Apartment Buyer Agreement for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Apartment Buyer agreement or the intent of any provision hereof. The true interpretation of any matter / clauses in this Apartment Buyer Agreement shall be done by reading the various clauses in this Apartment Buyer Agreement as a whole and not in isolation or in parts or in terms of caption provided.

37. Method of calculation of proportionate share wherever referred to in the Agreement

Wherever in this Apartment Buyer Agreement it is stipulated that the Buyer(s) has to make any payment in common with the other Buyer(s) in the same building, the same shall be the proportion which the Super Area of the said Apartment bears to the total Super Area of all the Apartments in the said Building.

Wherever in this Apartment Buyer Agreement it is stipulated that the Buyer(s) has to make any payments in common with the other Buyer(s) of all the buildings to be constructed on the said Land or portion of Land, the same shall be in proportion which the Super Areas of the said Apartment bears to the total Super Area of all the Apartments in all the buildings to be constructed on the said Land or Portion of Land.

38. Force Majeure

The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided in this Apartment Buyer Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, unions Court Case / decree / stay or any other cause(s) (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer.

39. Rights to join as affected Party

The Buyer(s) agrees that the Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate Court by the Buyer(s) if the Developer's rights under this Apartment Buyer Agreement are likely to be affected / prejudiced in any manner by the decision of the Court on such suit / complaint. The Buyer(s) agrees to keep the Developer fully informed at all times in all regards.

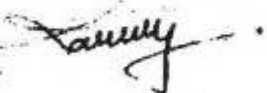
40. Indemnification

The Buyer(s) hereby covenants with the Developer to pay from time to time and at all time the amounts which the Buyer(s) is liable to pay under this Apartment Buyer Agreement and to observe and perform all the covenants and the conditions contained in this Apartment Buyer Agreement and to keep the Developer and its agents and representatives, estate and assets, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Apartment Buyer Agreement.

41. Brokerage

In case the Buyer(s) has to pay any commission or brokerage to any person for services rendered by such person to the

Developer




Buyer (s)

Buyer(s), the Developer shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said Apartment. Further the Buyer(s) undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.

42. Further Assurances

The Buyer(s) and the person to whom the said Apartment or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Developer such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Developer may reasonably request in order to effectuate the provisions of this Apartment Buyer agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

43. Copies of the Apartment Buyer Agreement

Two copies of this Apartment Buyer Agreement shall be executed and the Developer shall retain one executed copy of the Apartment Buyer Agreement and send the second executed copy to the Buyer(s) for his/her reference and record.

44. Place of Execution

The execution of this Apartment Buyer Agreement will be complete only upon its execution by the Developer through its Authorized Signatory at the Developer's Corporate office at Gurgaon after the copies duly executed by the Buyer(s) are received by the Developer. Hence this Apartment Buyer Agreement shall be deemed to have been executed at Gurgaon even if the Buyer(s) has prior thereof executed this Apartment Buyer Agreement at any place(s) other than Gurgaon.

45. Notices

That all notices to be served on the Buyer(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer(s) or the Developer by Registered Post at their respective addresses specified below:

DEVELOPER

M/s Sidhartha Buldhome Pvt. Ltd.,
Plot No-128, Sector-44, Gurgaon (Haryana)

BUYER(S)

BHASKAR SAXENA
L-1/48, MOHAN GARDEN,
UTTAM NAGAR,
NEW DELHI-110059

It shall be the duty of the Buyer(s) to inform the Developer of any changes subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letter posted at the above address shall be deemed to have been received by the Buyer(s). It is hereby clarified that all such notices shall be deemed to be duly served to the Buyer(s) within 72 (seventy Two) hours after dispatch.


46. Joint Purchasers

That in case there are joint Buyer(s) all communications shall be sent by the Developer to the Buyer(s) whose name appears first and at the address given by him/her which shall for purpose be considered as served on all the Buyer(s).

47. Certain References

Any references in this Apartment Buyer Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto",

Developer


Alpha Corp. Pvt. Ltd.
World Trade Centre
Nauroji Nagar
New Delhi-110029


Alpha Corp. Pvt. Ltd.
Golf View Corporate Town
Sector-42


Buyer (s)


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hereunder, "hereof" or "thereof", or similar terms used in this Apartment Buyer Agreement refer to this entire Apartment Buyer Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Apartment Buyer Agreement.

48. Laws of India

That the rights and obligation of the parties under or arising out of this Apartment Buyer Agreement shall be constructed and enforced in accordance with the laws of India.

It is agreed by and between the parties that a Real Estate Regulation (Control) Bill is likely to be tabled in the Parliament of India for passing of the same as an Act. If due to that act there is any change in the structure of this agreement in terms including but not restricted to amendments to Super Area, Carpet Area, Built up Area, etc., all the recommendations which need to be incorporated shall be so incorporated in this agreement/ or a revised agreement and the intending Buyer shall have no objection to the same as long as the transaction to the apartment applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement with the proportionally increased price on Carpet Area basis or Built up Area basis or revision of method, terms or price payable on any other basis for compliance of the terms, act, bylaws of the said Act but the total price payable for this Apartment and other terms and conditions contains herein shall remain unchanged.

49. Dispute Resolution

All or any disputes arising out of or touching upon or in relation to the terms of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties to the agreement shall be settled by amicable conciliation.

All or any disputes arising out of or touching upon or in relation to the terms of this Apartment Buyer Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force.

The arbitration proceedings shall be held at the Corporate office of the Developer alone at Gurgaon stated hereinabove by a Sole Arbitrator who shall be nominated mutually by the Developer and Buyer. The Buyer(s) hereby confirms that he/she shall have no objection to this appointment. The courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

Developer

Buyer (s)

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50. All the parties confirms that they have read and understood each and every clause of this Agreement; clearly understand the legal implications thereof; and have executed this Agreement in good faith being fully conscious/aware of their rights and obligations and limitation of the developer and the buyer undertakes to faithfully abide by all the terms and conditions of this Agreement


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, SIGNED AND DELIVERED THEIR PRESENTS ON THE DATE AND PLACE WRITTEN FIRST ABOVE, IN THE PRESENCE OF THE WITNESS HERETO.

WITNESS

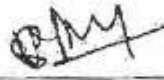
For and on behalf of
Sidhartha Buildhome Pvt. Ltd.

1. Name & Address

Authorized Signatory

a. 
(BUYER- Sole/First applicant)

2. Name & Address

b. 
(BUYER- Co-applicant-I)

c. _____
(BUYER: Co-Applicant -II)


Developer






B1


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ENDORSEMENT

I/We, hereby assign all the
Rights and liabilities under
This agreement in favour of:

I/we, hereby accept all the
rights and liabilities under
this agreement in favour of:

ASSIGNOR

ASSIGNEE

The above statement is hereby confirmed.

**For Sidhartha Buildhome Pvt.Ltd
Authorised Signatory**

Date: _____

**Developer
Developer**

X _____
Buyer(s) Signature

(To be signed in case of joint Buyer(s)s)

Developer

Buyer (s)

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Annexure - A

All that Residential Flat bearing No. E-(G-4) in Tower no./name E
on Ground Floor, having Super Area of approx. 152.36 Sq. Mtr. [1640 Sq. Ft.],
at "ESTELLA" GURGAON, situated in Sector-103, within the revenue estate of Village Dhanwapur and Tikampur Tehsil
and District Gurgaon, Haryana.

FF



[Handwritten signature]

Developer

[Handwritten signature]
Buyer (s)

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PAYMENT PLAN

(ESTELLA)

Customer Code: : EST-00104(T1)
 Customer Name : MR. BHASKAR SAXENA
 Joint Applicant: : MRS. SHARRY ARORA
 Payment Plan Name : ESTELLA CLP Plan (A,D,E,H) Sep/11
 Type: : RESIDENTIAL
 Flat No: : G-4
 Floor: : Ground Floor
 Tower: : TOWER-E
 Super Area : 1,640.00 Sqr. Feet (152.36 Sq. Mtrs)
 Basic Rs. 2,706.00 Per Sqr. IFMS Rs. 50.00 Per Sqr. Feet
 CORNER & PARK FACING Rs. 100.00 Per Sqr. Feet EDC & IDC (350) Rs. 350.00 Per Sqr. Feet
 Covered Car Parking (250000) Rs. 152.44 Per Sqr. Feet Club Membership (75000) Rs. 45.73 Per Sqr. Feet
 Ground Floor PLC Rs. 150.00 Per Sqr. Feet

S	Installments	Charge	%	Amount (Rs.)	Total Amount (Rs.)
1	ON BOOKING(Transfer)	Basic	10.00%	443,784.00	443,784.00
2	Within 30 days of Booking	Basic	10.00%	443,784.00	443,784.00
3	Within 90 days of Booking	Basic	10.00%	443,784.00	443,784.00
4	On Start Of Foundation	Basic	7.50%	332,838.00	619,838.00
		EDC & IDC (350)	50.00%	287,000.00	
5	On Start of Ground Floor roof slab	Basic	7.50%	332,838.00	819,838.00
		EDC & IDC (350)	50.00%	287,000.00	
6	On start of 2nd Floor Roof Slab	Basic	7.50%	332,838.00	742,838.00
		CORNER & PARK FACING	100.00%	164,000.00	
		Ground Floor PLC	100.00%	246,000.00	
7	On Start of 4th Floor roof slab	Basic	7.50%	332,838.00	457,838.00
		Covered Car Parking (250000)	50.00%	125,000.00	
8	On Start of 5th Floor roof slab	Basic	7.50%	332,838.00	457,838.00
		Covered Car Parking (250000)	50.00%	125,000.00	
9	On Start of 6th Floor Roof Slab	Basic	7.50%	332,838.00	332,838.00
10	On Start of 7th Floor roof slab	Basic	7.50%	332,838.00	332,838.00
11	On Start of Top Floor Roof Slab	Basic	7.50%	332,838.00	407,838.00
		Club Membership (75000)	100.00%	75,000.00	
12	On Start of Brick Work	Basic	5.00%	221,892.00	221,892.00
13	On Handing Over Possession	Basic	5.00%	221,892.00	303,892.00
		Stamp	269.85%	82,000.00	
TOTAL CONSIDERATION (Rs.)					5,828,840.00

Note:

- 1) Cheque/Bank Draft to be issued in favour of "Siddhanta Dushome Pvt. Ltd." Payable to the Buyer.
- 2) The registration charges, Agent's commission, etc. is in addition to the stated price (Payable at time of offer of possession).
- 3) The terms and conditions of sale would be as per the standard Application form/greement of the company.
- 4) Timely payment of installments is essential for completion.
- 5) The above mentioned are tentative and are subject to change.
- 6) One covered car parking is mandatory.
- 7) Prices are subject to change at sole discretion of the company.
- 8) Service Tax as applicable would be payable by the customer in accordance.

Bhaskar Saxena
Buyer(s)

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Annexure - C

Definition of Super Area

Super Area of the said Apartment shall be the sum of specific area of said Apartment and its pro-rata interest of Common Area in the entire said Building, "ESTELLA".

Whereas the specific area of the said Apartment shall mean the entire area enclosed by its periphery walls including area under walls, columns, half the area of the walls common with other premises and Common Areas shall mean all such parts/ areas in the said Building which the Buyer(s) / Occupants of the said Apartment, shall use by sharing with other Buyer(s)/Occupants of the said Building including corridors and passages, lifts, lift lobby and entrance canopy, atrium, common toilets, area of cooling Towers, AHU room security/ fire control room(s), all electrical shafts, D.G. shafts plumbing and fire shafts on all floors and rooms, staircase, munties, escalators, lift machine rooms, lift shafts and water tanks. In addition entire services area in basement including but not limited to electric sub-station, transformers D.G. set room, BMS room, underground water and other storage tanks, pump room, sewerage treatment plant, A.C. Plant room, maintenance and service rooms, Fan Rooms and Circulation Areas, D.G. set area, gate posts etc. shall be counted towards common areas. The Super Area of the Apartment provided with useable open terrace(s), if any, shall also include half the area of such terrace; however the Buyer(s) shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever. It is specifically made clear that the computation of Super Area does not include:

- 1) Roof/Terrace above top floor.
- 2) Car Parking area within the said Building
 - a) Covered Car Parking in the basements
 - b) Open Car Parking around building.

The Super Area mentioned in this Apartment Buyer Agreement is tentative and subject to change from time to time till the completion of construction of the said building, "ESTELLA" and confirmation by the Buyer(s) after accounting for changes if any, on the date of possession. The final and confirmed areas shall be incorporated in the Sale Deed. It is further clarified that the Super Area mentioned in the Apartment Buyer Agreement is tentative and for the purpose of computing sale price in respect of said Apartment only and that the inclusion of common areas to Buyer(s) except the right to use common areas by sharing with other occupants/Buyer(s) in the said building subject to timely payment of maintenance charges.



Developer




Buyer (s)

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Annexure - D

UNDERTAKING

M/s

1. BHASKAR SAXENA son of Shri MAHAVIR SARAN SAXENA resident of _____ and _____
2. SHARRY ARORA ^{daughter} _{son of Shri} VED PRAKASH resident of _____ and _____
3. _____ son of Shri _____ resident of _____ and _____

have been allotted Apartment No. E-(G-4) on Ground Floor in Tower/Block No. E in 'ESTELLA' Group Housing Complex in Sector 103, Gurgaon, Haryana.

I am aware that M/s _____ (Maintenance Company/Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply of electricity to all the Apartment owners for which purpose the Maintenance Company/Agency shall be applying for permission to receive bulk electric supply and distribute it to the various Apartment owners. The Maintenance Company/Agency has informed me that they shall be responsible for receiving and supplying the electricity supply in the complex for sanctioning electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance company/agency and I undertake that I shall not apply to DHBVN or any other distributing Regulating/Licensing Agency/Authority for direct individual supply of electric power and I understand that I shall not be entitled for such direct connection in view of the release of the bulk supply to the said complex.

Apartment Buyers

1. [Signature]
(Name BHASKAR SAXENA)
2. [Signature]
(Name SHARRY ARORA)
3. _____
(Name _____)

Developer

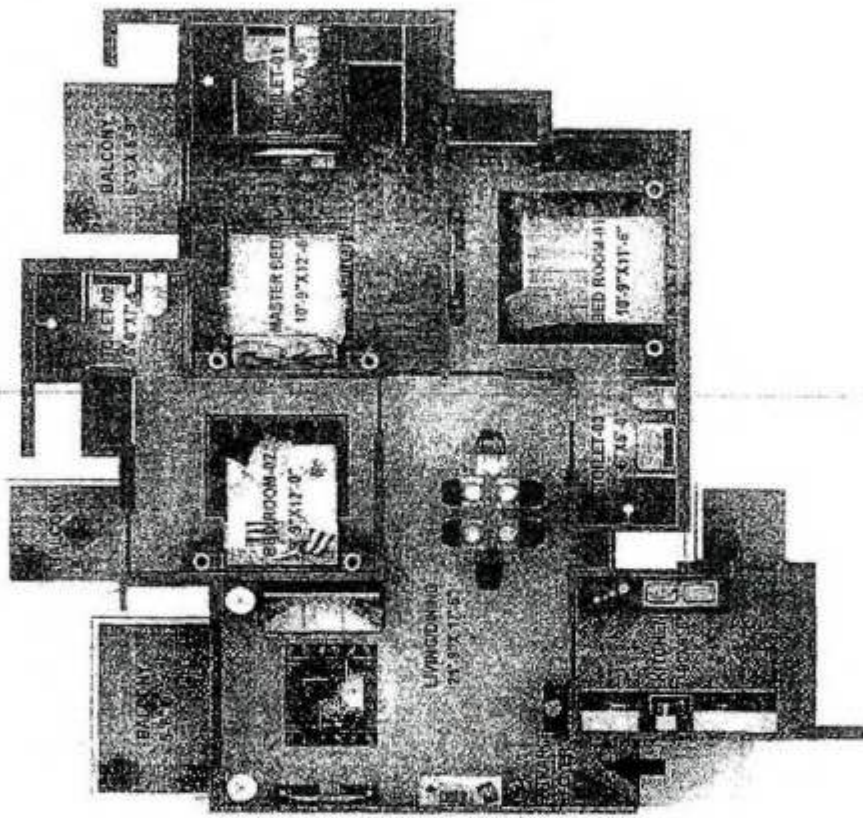
[Signature]

[Signature]
[Signature] Buyer (s)

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ANNEXURE-E
TENTATIVE APARTMENT PLAN

estella
Sec-163, Gurgaon



SIDHARTH
CREATING LIFESTYLE

Alpha Corp Development P.L.C.
Golf View
Corporate Towers
Sector-163

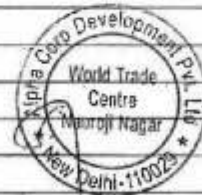
Alpha Corp Development P.L.C.
World Trade
Centre
Nauraj Nagar
New Delhi-110028

3BHK
UNIT SALE AREA = 1640.00 SQ.FT

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**Annexure 6B
Base Specifications**

ASSUMPTIONS/ PARAMETER BEING CONSIDERED FOR BALANCE BASE COST (ESTELLA)
a) General
Total parking will be catered in three areas
1. Basement
2. Stilt
3. Surface parking
All finishing has been considered as Mid segment housing
No provision for AC, flat owner will do on their own
No Shower cubical/ partition, wardrobe, light fixture, window cill, kitchen cabinet
External road will be Bitument road
All finishing including railing etc, whatever has been executed will be retained by repairing
The total wall area is calculated as @ 18%. Same has been loaded for the builtup area.
No cement plaster in ceiling and block wall. Only putty and paint considered
Standard size tile
No terrace garden, balcony garden will be provided
Elevation will be re-designed based considering simple texture paint
Power back up will be only for nominal lighting
Cladding in lift lobby will be only for lift jamb
Stilt area finish will be only IPS floor and white wash
Camera's will be only in entry point
For substation, high tension line, or pole structure, extra cable laying needed to install for power supply - cost will be extra
Club scope will be till hard finish work, equipments etc will be part of operator's cost
No additional low voltage work is part of cost like telephone line, data etc
Gas pipe line will be charged extra if needed to be installed
All elevation feature will be re designed
b) Waterproofing Specification
Toilet full, balcony only in khurra, kitchen only sunk portion cementeous.
Terrace - Brick bat Coba Waterproofing
Basement (except retaining wall) and water tank - injection waterproofing.
Deck - APP Waterproofing.
c) Basement finish
No plaster on ceiling and retaining wall.
Only white wash on ceiling and RCC walls.
Concrete floor in parking area.
IPS floor on services areas.
NOTE: ANY ADDITIONAL COST FOR UPGRADING THE ABOVE SPECIFICATION WILL BE ADD ON COST



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FLOORING WORKS
Master Bedroom - Laminated Wooden Flooring
Kitchen - Italian stone finish Tiles
Other Bedroom - Italian stone finish Tiles
Living/Dining - Italian stone finish Tiles
DOORS AND OTHERS
Internal Door - Seasoned Hardwood Frames with Moulded European Style Shutters
Kitchen - Granite Counter with Stainless Steel Sink with Drain Board
Toilets - Granite / Marble counter
Windows - Anodized/Powder Coated Glazed Aluminium Windows
Main Door - Seasoned Hardwood Frames with Moulded European Style Shutters
Electrical - Copper Wiring in Concealed Conduits
WALL FINISH
Toilets - Selected ceramic tiles dado upto door level
Interior - Plastic Emulsion Paint
Exterior - Exterior Paint

f.



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Annexure-7: Cash Flow workings of "Estella Group Housing"

Option-1: Existing Structure

Description	Cost (Cr.)	Qtr-1	Qtr-2	Qtr-3	Qtr-4	Qtr-5	Qtr-6	Qtr-7	Qtr-8	Qtr-9	Qtr-10	Qtr-11	Qtr-12	Qtr-13	Qtr-14	Qtr-15	Qtr-16
Structure & Architecture	25.08	2.20	2.25	2.28	2.31	2.33	2.33	2.33	2.31	2.28	2.25	2.20	-	-	-	-	-
Finishing & Façade	58.17	-	-	-	-	1.53	2.65	4.11	5.72	7.13	7.96	7.96	7.13	5.72	4.11	2.65	1.53
Plumbing	21.80	-	-	0.47	0.76	1.14	1.58	2.01	2.37	2.57	2.57	2.37	2.01	1.58	1.14	0.76	0.47
Fire Fighting	10.53	-	-	-	-	-	-	-	0.86	1.07	1.25	1.37	1.42	1.37	1.25	1.07	0.86
Ventilation	5.12	-	-	-	-	-	-	-	-	0.55	0.72	0.85	0.90	0.85	0.72	0.55	-
Electrical	29.08	-	-	1.03	1.39	1.78	2.16	2.51	2.77	2.91	2.91	2.77	2.51	2.16	1.78	1.39	1.03
Lift	9.01	-	-	-	-	-	-	-	-	1.40	1.52	1.58	1.58	1.52	1.40	-	-
External Development	7.37	-	-	-	-	-	-	-	-	0.14	0.51	1.20	1.84	1.84	1.20	0.51	0.14
Soft Cost	11.93	0.71	0.73	0.74	0.75	0.75	0.78	0.78	0.77	0.77	0.76	0.76	0.75	0.75	0.74	0.73	0.71
Total	178.08	2.92	2.98	4.52	5.21	7.52	9.48	11.72	14.79	18.81	20.44	21.05	19.13	15.79	12.34	7.85	4.74



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Annexure-8: Construction Plan of "Estella Group Housing"

Option-1: Existing Structure

Description	Qtr-1	Qtr-2	Qtr-3	Qtr-4	Qtr-5	Qtr-6	Qtr-7	Qtr-8	Qtr-9	Qtr-10	Qtr-11	Qtr-12	Qtr-13	Qtr-14	Qtr-15	Qtr-16
Structure & Architecture	[Redacted]															
Finishing & Façade	[Redacted]															
Plumbing	2%	3%	5%	7%	9%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%
Fire Fighting	[Redacted]															
Ventilation	[Redacted]															
Electrical	[Redacted]															
Lift	[Redacted]															
External Development	[Redacted]															
Soft Cost	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%

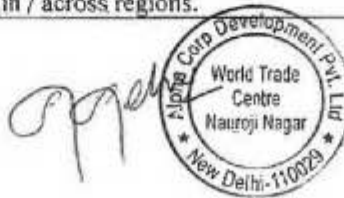


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Annexure-9

Proposed Management Team for Corporate Debtor after Takeover

S.No.	Name	Designation	Job Description
1.	Santosh Agarwal	Chief Financial Officer	<p>Santosh is a chartered accountant and has an experience of more than 2 decades in streamlining business operations that drive growth, increase efficiency and bottomline profit. Santosh has hands on experience in forging partnerships with financial institutions and private equity players and has been credited with successfully managing Foreign Direct Investments in the organisation.</p> <p>He possesses a profound knowledge of real estate bylaws, tax and audit systems and therefore drives the organisation's critical financial decisions in new and existing ventures. As the Chief Financial Officer of Alpha Corp Development Private Limited, Santosh is responsible for managing the financial performance of the organisation.</p>
2.	Mukul Kumar	Executive Director-Projects	<p>An alumnus of the prestigious Delhi College of Engineering, Mukul possesses a deep understanding of construction technologies and efficient project management procedures. During his tenure with reputed corporations such as Mahindra GESCO (now Mahindra Lifespaces), DLF and Moser Baer, he was credited with steering the development of some of the most distinguishable and iconic developments in northern India.</p> <p>With a career spanning over almost three decades, Mukul has acquired an enviable blend of technical knowledge and skill to build state-of-the-art developments and the business acumen to turn them into successful commercial ventures. Mukul's experience in delivering projects across asset-classes within challenging timeframes and his exposure to several facets of the industry, lend themselves to his role as the custodian of the company's project development team</p>
3.	Akhilesh Kumar Mishra	Senior General Manager- Projects	<p>Drive project construction of assigned project(s), drive execution by developing a detailed project plan, coordinate with various functions & external construction agency for timely support and development of project and closely monitor development as per defined schedule, resolve/ escalate issues or concerns on expected delays in order to ensure timely, efficient and profitable project execution as per defined plan. Also provide leadership for site project management function in project execution to ensure quality, timeliness and customer delight and ensure sustained profitability for the organization</p>
4.	Shazia Ansari	Assistant General Manager- Sales	<p>To Formulate & Drive the sales strategy for effective deployment and monitoring of sales target achievement across regions for the vertical, lead across region develop pricing strategy, identify and build partnerships with financial institutions/ organizations to enhance overall sales and partner with corporate marketing function to support sales growth within / across regions.</p>



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India Ratings Upgrades Alpha Corp Development's Term Loans to 'IND BBB'/Positive; Withdraws NCD Ratings

Nov 20, 2023 | Residential | Commercial Projects

India Ratings and Research (Ind-Ra) has taken the following rating actions on Alpha Corp Development Private Limited's (ACDPL) debt instruments:

Instrument Type*	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of Issue (million)	Rating/Outlook	Rating Action
Term loan	-	-	-	July 2026	INR806.80 (reduced from INR2,095.70)	IND BBB/Positive	Upgraded
Proposed term loans	-	-	-	-	INR786.30	IND BBB/Positive	Upgraded
Proposed term loans	-	-	-	-	INR513.70	IND BBB/Positive	Assigned
Non-fund based working capital limits	-	-	-	-	INR618	IND A3+	Upgraded
Non-convertible debentures (NCDs)*	INE714T07015	9 November 2015	0.001	12 November 2025	INR460	WD	Withdrawn
Proposed NCDs**	-	-	-	-	INR540	WD	Withdrawn

*Ind-Ra has withdrawn the rating as the NCDs have been paid in full/NCDs are fully redeemed. Ind-Ra has received a no dues certificate from the debenture trustee

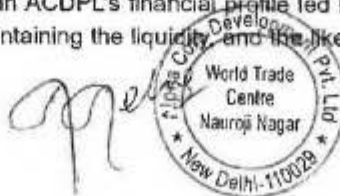
**The rating has been withdrawn as the company did not proceed with the issuance of the NCDs as envisaged, and are unlikely to issue these NCDs further. This is consistent with Ind-Ra's Policy on Withdrawal of Ratings.

ANALYTICAL APPROACH: Ind-Ra has taken a consolidated view of ACDPL and its wholly-owned subsidiaries and associate entities to arrive at the ratings, due to the strong legal, operational and strategic linkages among them.

The upgrade and Positive Outlook reflect an improvement in ACDPL's financial profile led by a reduction in the overall leverage as well as improvement in credit metrics in FY23, while maintaining the liquidity and the likelihood of improvement in the scale of operations in FY24 and FY25.

Key Rating Drivers

Improvement in Sales and Collections, Strong Revenue Visibility: On a consolidated basis, ACDPL recorded pre-sales of INR744 million in FY23 (FY22: INR648 million) and collections from both completed as well as ongoing projects of about INR1,150 million (INR1,335 million). With majority of the ongoing projects moving into mid-to-advanced stages of completion, Ind



Alpha Corp Development Private Limited

<https://www.indiaratings.co.in/pressrelease/67279>

Till 5FY24, the company achieved pre-sales of about INR508 million and collections of around INR520 million, displaying more than 100% collection efficiency since the last two-to-two and a half years. ACDPL has sold more than 65% of the inventory from the currently launched projects (completed and ongoing, wherever inventory is still available), and has receivables from sold area of about INR3,278 million. Considering surplus from completed projects valued at INR3,941 million and from the ongoing projects valued at INR3,962 million, Ind-Ra expects strong revenue visibility for ACDPL over the next two-to-three years. FY23 financials are provisional.

Improvement in Credit Metrics: On a consolidated basis, ACDPL's net external debt reduced to INR944 million at FYE23 (FYE22: INR2,657 million) on account of repayments through surplus cash and internal accruals. The net leverage (net debt/net working capital) improved to 0.20x in FY23 (FY22: 0.50x) and the net debt/inventory to 0.14x (0.37x). Further, collection efficiency was acceptable at 1.54x in FY23, despite declining from 2.06x in FY22. The company had gross debt outstanding of INR549 million at 1HFYE24. With the reduction in debt, and increase in sales and collections aided by new projects awarded by the National Company Law Tribunal (NCLT), Ind-Ra expects the credit metrics to remain at similar levels over FY24-FY25.

Liquidity Indicator - Adequate; Sufficient Cashflow Visibility in Medium Term: At end-September 2023, the group projects had about INR549 million outstanding under its fund-based facility. As per the management, the entire facility would be repaid within FY24, although as per the repayment schedule, repayment is due till July 2026. As per Ind-Ra's base case, the project will have an average debt service coverage ratio of more than 3.0x over the balance loan tenor. Further, as per Ind-Ra's base case, the group has available free cashflow of around INR8,370 million for debt servicing and a proposed undrawn line of credit of INR 300 million over FY24-FY26, against a total expected debt obligation of around INR1,532 million over the same period, and hence, is comfortably placed in terms of liquidity. It has scheduled repayments of INR549 million and INR250 million (including disbursement of the proposed facility) in FY24 and FY25, respectively.

Financial Flexibility: The majority of ACDPL's projects are debt free and as per the management, the surplus booked from the completed projects, coupled with the addition of the surplus through the sales of the ongoing project, will be used to meet the expenses for the completion of the ongoing and upcoming projects. Collections have also been robust in FY23 and 5MFY24, and have overall been sufficient to meet the debt obligations. The company is also availing a new line of credit of about INR1,300 million in FY24 to aid the flexibility.

ACDPL is likely to recover the committed receivables over the next one-to-two financial years. Timely sales and collections will be important for the completion of the ongoing projects; however, in case of any instance of a slowdown in sales of the ongoing projects, timely funding from other sources would also be critical. Although, the management expects internal accruals would be sufficient, and any further lines of debt for these projects would not be needed.

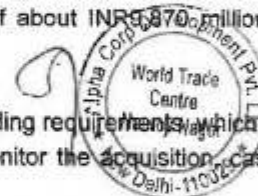
Experienced Promoter: ACDPL is owned and managed by Ashish Sarin, who has over two decades of experience in the commercial and residential real estate segments, which has helped the company to establish its brand across North India. The company has a healthy track record of completion of many extensive projects including residential, commercial and mall projects.

Acquisition of Stressed Assets - a Monitorable: ACDPL acquired four projects in Gurugram and Noida in FY23 through an award from the NCLT. The company has commenced work on two of these projects (Sector 103 and Sector 112, Gurugram), with overall surplus of around INR1,630 million. The other two projects – both in Greater Noida, National Capital Region, would be launched over the next two years, as and when the company receives licenses and renews the approvals for the projects. The management has represented that the acquisition cost for these projects has been very miniscule, and it is likely to bid for additional projects through the NCLT/joint venture route, over the next one-to-two years.

The management has also represented that it would be executing these projects through the group surplus from the existing ongoing and completed projects. Overall, these four projects have a balance cost of about INR5,870 million against Ind-Ra expected total receivables of around INR11,730 million.

Further, the acquisition of more stressed projects through NCLT may lead to further funding requirements, which can increase the net leverage and create some pressure on the cashflows. Ind-Ra will continue to monitor the acquisition, cashflows and debt levels for any negative implications on ACDPL's credit metrics and liquidity.

Projects in Pipeline: In FY23, the company acquired two pockets of a group housing project in Sector 15 and a commercial project in Sector 66 in Gurugram having a total net surplus before debt obligations of about INR2,850 million. The projects are likely to commence work over FY24 and FY25. The group also has a large land parcel in Jaipur, although development on these projects will commence after three-to-four years, and a small land parcel in Kamal Anant from these ACDPL does not have any



Other planned future projects to be developed.

<https://www.indiaratings.co.in/pressrelease/67279>

Other than the management's indication of acquiring stressed projects, any other acquisition of land for future projects by the company may involve significant capex, which can further impact its cashflow and liquidity. Ind-Ra will continue to monitor the liquidity position of the company for any negative impacts due to unenvisaged capex.

High Geographical Concentration, Cyclicity and Regularity Risk: ACDPL is heavily dependent on a single geography North India and majorly in the Karnal district of Haryana, although, the company has other projects in North India in places such as Gurugram and Noida. The company's strong brand presence in North India mitigates the risk to a large extent. Additionally, the real estate industry remains highly cyclical with volatile cash flows and is exposed to a number of regulatory requirements. Therefore, timely regulatory approvals remain critical for the timely launch of projects.

Standalone Profile: On a standalone basis, the total revenue was INR1,482 million in FY23 (FY22: INR1,257 million), EBITDA margin was 37% (41%), net leverage was 0.24x (0.62x) and net external debt/inventory was 0.20x (0.53x).

Rating Sensitivities

Positive: Events that could, individually or collectively, lead to a positive rating action:

timely execution of the acquired stressed projects, leading to a significant improvement in pre-sales and collections, leading to an improvement in net surplus before debt obligations

The net debt/inventory sustaining below 0.5x leading to maintaining of adequate liquidity.

Negative: Events that could, individually or collectively, lead to a negative rating action are:

material negative deviation from Ind-Ra expected pre-sales and collections, leading to any material deterioration in the liquidity position,

a significant delay or cost overrun in completion of projects in the future,

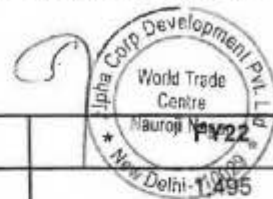
higher-than-expected borrowings leading to net debt/inventory increasing above 0.5x on a sustained basis

Company Profile

Incorporated in 2003, ACDPL develops real estate projects in the plotted, retail, commercial and residential segments. The company has operations in Karnal, National Capital Region, Meerut and Amritsar.

FINANCIAL SUMMARY – CONSOLIDATED

Particulars (INR million)	FY23 (Provisional)	FY22
Revenue	1,696	1,495
EBITDA	646	571
Gross finance cost	43	40
Pre-sales	744	648
Collections	1,150	1,335
Net external debt	944	2,657
Net debt/net working capital (x)	0.20	0.50
Net debt/inventory (x)	0.14	0.37
Source: ACDPL, Ind-Ra		



Non-Cooperation with previous rating agency

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Rating History

Instrument Type	Current Rating/ Outlook			Historical Rating/ Outlook			
	Rating Type	Rated Limits (million)	Rating	18 September 2023	4 July 2023	11 July 2022	29 June 2022
Issuer rating	Long-term	-	-	WD	IND BBB- (ISSUER NOT COOPERATING)	IND BBB-/ Stable	-
Non-fund-based working capital limit	Short-term	INR618	IND A3+	-	IND A3 (ISSUER NOT COOPERATING)	IND A3	-
Term loans	Long-term	INR2,106.8	IND BBB/ Positive	-	IND BBB- (ISSUER NOT COOPERATING)	IND BBB-/ Stable	-
NCDs	Long-term	INR1,000	WD	-	IND BBB- (ISSUER NOT COOPERATING)	IND BBB-/ Stable	IND BBB-/ Stable

Complexity Level of the Instruments

Instrument Type	Complexity Indicator
Term loans	Low
Non-fund based working capital limits	Low
NCDs	Low

For details on the complexity level of the instruments, please visit <https://www.indiaratings.co.in/complexity-indicators>.

APPLICABLE CRITERIA

Evaluating Corporate Governance

Short-Term Ratings Criteria for Non-Financial Corporates

Corporate Rating Methodology

The Rating Process

Contact



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Primary Analyst
 Infra Corp Development Private Limited

<https://www.indiaratings.co.in/pressrelease/67279>

Vikas Anand

Associate Director

India Ratings and Research Pvt Ltd

Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai - 400051

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Ind-Ra currently maintains coverage of corporate issuers, financial institutions (including banks and insurance companies), finance and leasing companies, managed funds, urban local bodies and project finance companies.

Headquartered in Mumbai, Ind-Ra has seven branch offices located in Ahmedabad, Bengaluru, Chennai, Delhi, Hyderabad, Kolkata and Pune. Ind-Ra is recognised by the Securities and Exchange Board of India, the Reserve Bank of India and National Housing Bank.

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For more information, visit www.indiaratings.co.in.

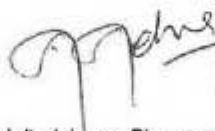

Solicitation Disclosures

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Annexure 2C

Sectoral experience of the Resolution Applicant

S.No.	Particulars	Value
1	Number of years' experience in real estate / construction and engineering sector. Number of years' experience in Business	Almost 21 Years of experience in Construction sector
2	Experience in turnaround of sick/stressed assets (where Resolution Applicant has more than \geq 26% stake) (other than ARC)	Value of cumulative asset size of turnaround
		Value of cumulative asset size of acquired
3	Experience in turnaround of sick/stressed assets (where Resolution Applicant has more than \geq 26% stake) (other than ARC)	Value of total debt of turnaround
		Value of debt acquired
4	Key managerial personnel (experience, qualification etc.)/operation and development management team (internal/external proposed to be engaged). 	<p>Santosh Agarwal Chief Financial Officer</p> <p>Mr. Santosh Agarwal is a chartered accountant and has an experience of more than 2 decades in streamlining business operations that drive growth, increase efficiency and bottomline profit. Santosh has hands on experience in forging partnerships with financial institutions and private equity players and has been credited with successfully managing Foreign Direct Investments in the organisation.</p> <p>He possesses a profound knowledge of real estate bylaws, tax and audit systems and therefore drives the organisation's critical financial decisions in new and existing ventures. As the Chief Financial Officer of Alpha Corp Development Private Limited, Santosh is responsible for managing the financial performance of the organisation.</p> <p>Santosh Singh Mehra Company Secretary</p> <p>Mr. Santosh Singh Mehra is a company secretary and has an experience of more than 7 years Manage secretarial and statutory compliance requirement of the company.</p>

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FORMAT XI

CERTIFICATE FOR CORPORATE STRUCTURE OF THE RESOLUTION APPLICANT, GROUP COMPANIES, AFFILIATES, PARENT COMPANY, AND THE ULTIMATE PARENT

To,
 Mr. DEEPAK KUMAR GOYAL
 Resolution Professional
 Sidhartha Buildhome Private Limited (excluding NCR Green Project)
 701, Vikrant Tower 4, Rajendra Place, New Delhi - 110008

Dear Sir,

Sub: Corporate structure of the Resolution Applicant and the Group Companies, Affiliates, Parent Company and the Ultimate Parent Company of the Resolution Applicant

1. In relation to the resolution plan submitted for Sidhartha Buildhome Private Limited (excluding NCR Green Project) ("SBPL"), we, Alpha Corp Development Private Limited hereby certify that:

i. the following entities are the Group Companies:

Alpha Corp Management Services Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9990	99.9
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	10	0.1
Total	10,000	100.00

Canterbury Real Tech Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9990	99.9
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	10	0.1
Total	10,000	100.00

Alpha Corp Development Private Limited
 CIN: U45201PB2C03PTC045680
 602, 6th Floor, Tower - J, World Trade Centre,
 Ring Road, Nauroji Nagar, New Delhi - 110029

T + 011 483 11111
 E info@alphacorp.in, W www.alphacorp.in
 Registered Office: Model Industrial Park, Opp. New Road,
 VPO Vallah Mehta Road, Amritsar - 143501 (Punjab)

A MSME COMPANY- UDYAM REGISTRATION NUMBER UDYAM-HR-05-0002721
 An ISO Certified Company 9001:2015 (QMS) | 14001:2015 (EMS) | 45001:2018 (OHSMS)



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Rosebuds Buildtech Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9999	99.99
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	1	0.01
Total	10,000	100.00

Regal Vista Developers Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9990	99.9
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	10	0.1
Total	10,000	100.00

Ananta Gurugram Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9990	99.9
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	10	0.1
Total	10,000	100.00

Acropolis Buildtech Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9999	99.99

Ashish Sarin



TRUE COPY

Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	1	0.01
Total	10,000	100.00

Flanking Townships Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9990	99.9
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	10	0.1
Total	10,000	100.00

Alpha Corp Bombay Projects Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	99990	99
Mr. Santosh Agarwal	1000	1
Total	100,000	100.00

iii. Affiliates:

Optima Development Private Limited

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	9990	49.95
Mr. Ashish Sarin (as a nominee of Alpha Corp Development Private Limited)	10	0.05
Veer Colonisers & Builders Private Limited	10000	50
Total	20,000	100.00

Ashish Sarin



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Model Industrial Park Amritsar

Name of Shareholder	No. of equity shares held by Shareholder	Percentage of equity shares held by Shareholder
Alpha Corp Development Private Limited	5000	50
Vicky Sharma	5000	50
Total	10,000	100.00

ii. Affiliate: N.A.

Name of Shareholder1	No. of equity shares held by [•]	Percentage of equity shares held by [•]

iii. Parent Company: N.A.

Name of Shareholder1	No. of equity shares held by [•]	Percentage of equity shares held by [•]

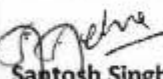
iv. Ultimate Parent: N.A.

Name of Shareholder1	No. of equity shares held by [•]	Percentage of equity shares held by [•]

Thank you.

Yours sincerely,

For Alpha Corp Development Private Limited


Santosh Singh Mehra
Authorized Signatory



[Signature and name of Attorney as per Format II – Power of Attorney] Rubber stamp / seal of the Resolution Applicant

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH – III, NEW DELHI
I.A. NO. 57 OF 2024
IN
C.P. (IB) NO. 717 (ND) OF 2019**

IN THE MATTER OF:

**PUNJAB NATIONAL BANK
(ERSTWHILE ORIENTAL BANK OF COMMERCE) ...FINANCIAL CREDITOR
VERSUS**

SIDHARTHA BUILDHOME PVT. LTD. ...CORPORATE DEBTOR

AND IN THE MATTER OF:

**DEEPAK KUMAR GOYAL
RESOLUTION PROFESSIONAL
FOR SIDHARTHA BUILDHOME
PRIVATE LIMITED ...APPLICANT**

VERSUS

**DIRECTORATE OF TOWN & COUNTRY PLANNING,
HARYANA & ORS. ...RESPONDENTS**

MEMO OF PARTIES

**DEEPAK KUMAR GOYAL
RESOLUTION PROFESSIONAL
FOR SIDHARTHA BUILDHOME PRIVATE LIMITED
FLAT NO. 101, SHRIDHER APARTMENTS 884/6,
WARD-6, MEHRAULI, STATE BANK OF INDIA,
SOUTH, NEW DELHI-110030
EMAIL: CIRP.SBPL@GMAIL.COM ...APPLICANT**

VERSUS

- 1. DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA
YOJANA BHAWAN, PLOT NO. 3, BLOCK-A, MADHYA MARG,
SECTOR -18A, CHANDIGARH-160018
EMAIL: TCPHARYANA7@GMAIL.COM**
- 2. DIRECTOR, FIRE SERVICE HARYANA
BAYS NO. 55-58, SECTOR-2, PANCHKULA
HARYANA-134109
EMAIL: DG-DFS@HRY.GOV.IN**
- 3. THE HARYANA BUILDING AND OTHER CONSTRUCTION WORKERS
LABOUR DEPARTMENT, HARYANA 30 BAYS BUILDING,
SECTOR-17, CHANDIGARH-160017
EMAIL: LABOURCOMMISSIONER@HRY.NIC.IN**
- 4. COMMISSIONER - INCOME TAX
ROOM NO. 356, C.R. BUILDING, IP ESTATE,
NEW DELHI, DELHI-110002
EMAIL: DELHI.ITO23.3@INCOMETAX.GOV.IN**
- 5. ETC & SECY. E&T
DETC (SALES TAX)
C-1, 1ST FLOOR, INFOCITY-1, SECTOR-34
GURUGRAM, HARYANA**

ALSO AT:

VANIYA BHAWAN, PLOT NO. 1-3, SECTOR-5
PANCHKULA -134151
EMAIL: DETCST-GRG-EAST.ETD@HRY.GOV.IN;
ETC@HARYANATAX.GOV.IN

6. STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT

AUTHORITY HARYANA

BAYS NO. 55-58, PARYATAN BHAWAN, SECTOR-2
PANCHKULA, HARYANA-134115
EMAIL: HSPCB@HRY.NIC.IN

7. HRERA-HARYANA REAL ESTATE REGULATORY AUTHORITY

NEW PWD REST HOUSE, CIVIL LINES, GURUGRAM,
HARYANA-122001

EMAIL: HARERAGURUGRAM@GMAIL.COM

...RESPONDENTS

FILED THROUGH:

Varsha

**DHIR & DHIR ASSOCIATES
ADVOCATES FOR APPLICANT**

**D-55, DEFENCE COLONY,
NEW DELHI – 110024**

M: +919910906508

E-MAIL: varsha.banerjee@dhirassociates.com

DATED: 04.10.2024

PLACE: NEW DELHI

297
BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH – III, NEW DELHI

I.A. NO. OF 2024

IN

C.P. (IB) NO. 717 (ND) OF 2019

IN THE MATTER OF:

PUNJAB NATIONAL BANK

(ERSTWHILE ORIENTAL BANK OF COMMERCE)

...FINANCIAL CREDITOR

VERSUS

SIDHARTHA BUILDHOME PVT. LTD.

...CORPORATE DEBTOR

AND IN THE MATTER OF:

DEEPAK KUMAR GOYAL

RESOLUTION PROFESSIONAL

FOR SIDHARTHA BUILDHOME

PRIVATE LIMITED

...APPLICANT

VERSUS

**DIRECTORATE OF TOWN & COUNTRY PLANNING,
HARYANA & ORS.**

...RESPONDENTS

**APPLICATION ON BEHALF OF THE RESOLUTION PROFESSIONAL FOR
SIDHARTHA BUILDHOME PRIVATE LIMITED (EXCLUDING NCR GREEN
PROJECT) UNDER SECTION 30(6) OF THE INSOLVENCY & BANKRUPTCY CODE,
2016 READ WITH SECTION 31 OF THE INSOLVENCY & BANKRUPTCY CODE, 2016
READ WITH REGULATION 39 OF THE INSOLVENCY AND BANKRUPTCY BOARD
OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS)
REGULATION, 2016 SEEKING APPROVAL OF RESOLUTION PLAN.**

MOST RESPECTFULLY SHOWETH:

1. That the present Application is being filed by the Resolution Professional (“Applicant”) of Sidhartha Buildhome Private Limited (“Corporate Debtor”) under Section 30(6) read with Section 31 of the Insolvency and Bankruptcy Code, 2016 (“Code”) read with Regulation 39 (4) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016 (“CIRP Regulations”), seeking approval of the Resolution Plan submitted by Alpha Corp Development Private Limited (“Resolution Applicant”) under Section 31(1) of the Hon’ble National Company Law Tribunal, New Delhi Bench III (“Adjudicating Authority”), in the Corporate Insolvency Resolution Process (“CIRP”) of the Corporate Debtor. The said plan has been duly approved by 79.96% of the members of the Committee of Creditors (“CoC”) in the 35th meeting of the CoC held on 10.09.2024 and adjourned to 11.09.2024 (e-voting concluded on 16.09.2024)
2. That this Hon’ble Adjudicating Authority vide its Order dated 04.03.2021 was pleased to admit the captioned petition i.e. Company Petition (IB) No. 717(ND) of 2019 filed by a Financial Creditor i.e. Punjab National Bank (erstwhile Oriental Bank of Commerce) for



Deepak Kumar Goyal

initiating CIRP under Section 7 of the Code. Copy of the Order dated 04.03.2021 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A-1.

3. That vide Order dated 04.03.2021 this Hon'ble Adjudicating Authority whilst admitting the application and declaring the moratorium inter-alia, appointed Mr. Devendra Singh (IBBI/IPA-002/IP-N00001/2016-17/10001) as an Interim Resolution Professional ("IRP"). The copy of the Order was available and downloaded from the designated website of This Hon'ble Tribunal on 10.03.2021, therefore the date of appointment of the IRP was considered to be 10.03.2021. Mr. Devendra Singh was later appointed as the Resolution Professional ("RP") by the Committee of Creditors ("CoC") on 09.10.2021.
4. That in terms of Section 13 read with 15 of the Code, the IRP made a public announcement intimating the public about the commencement of CIRP of the Corporate Debtor on 11.03.2021 in Times of India (English) and Navbharat Times (Hindi) in Delhi NCR Region, where the registered office and principal place of business of the Corporate Debtor was situated. Copy of the Public Announcement dated 11.03.2021 inviting Claims is annexed herewith and marked as ANNEXURE A-2.
5. That on 02.04.2021, the IRP finalized the List of Creditors containing details of all claims received and admitted by the IRP and thereafter constituted the CoC and filed the report certifying the constitution of CoC on 05.04.2021.
6. That in terms of the selection of Mr. Dharmendra Kumar (IBBI/IPA-003/IP-N000112/2017-18/11264) by majority of home buyers in their claim forms, Mr. Dharmendra Kumar was appointed by this Hon'ble Tribunal as the Authorised Representative of the class of homebuyers ("AR") through Order dated 27.09.2021. Copy of the Order dated 27.09.2021 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A-3.
7. That the CIRP continued to run its course since its commencement. During the CIRP, the Promoter and Director of the Corporate Debtor, Mr. Sidharth Chauhan, submitted a Withdrawal Proposal under Section 12A of the Code which was put to vote in the 27th Meeting of the CoC held on 10.01.2023. After e-voting took place on the said agenda item,



[Handwritten signature]

the same was declared as “rejected” on the basis of calculation of the voting received by the then RP.

8. That the said calculation of the votes on the agenda item was challenged by the erstwhile Authorised Representative Financial Creditor of a class (Mr. Dharmendra Kumar) of the Homebuyers before this Hon'ble Tribunal by way of I. A. No. 753/2023. This Hon'ble Tribunal, by way of an Order dated 24.05.2023, allowed the withdrawal of the CIRP and restored possession of the Corporate Debtor and its assets back to Mr. Sidharth Chauhan. Copy of the Order dated 24.05.2023 passed by this Hon'ble Tribunal in I. A. No. 753/2023 is annexed and marked as **ANNEXURE A-4**.
9. That the then RP preferred an Appeal before the Hon'ble Appellate Authority challenging the Order dated 24.05.2023 passed by this Hon'ble Tribunal in I. A. No. 753/2023. The Hon'ble Appellate Authority, through Order dated 16.02.2024 in Company Appeal (AT) (Insolvency) No. 791 of 2023, set aside the Order dated 24.05.2023 passed by this Hon'ble Tribunal, and ordered the following:

“...

36. From the facts which have been brought on the record, it is clear that after the order dated 24.05.2023 was passed by the Adjudicating Authority allowing 12A proposal, the Respondent No.4 proceeded as per the proposal under 12A and has carried out certain works as detailed in Additional Affidavit. It has further been submitted that all units pertaining to Project NCR Green shall be ready and shall be handed over by end of February. We are of the view that the Project NCR Green being almost complete, the said project need to be kept out of Corporate Insolvency Resolution Process. However, Respondent No.4 shall be entirely responsible for handing over units to each and every unit holder of NCR Green Project.

37. We having already held that the order dated 24.05.2023 is unsustainable. The proposal under Section 12A having not been approved by 90% vote share of the CoC, the order dated 24.05.2023 has to be set aside reviving the Corporate Insolvency Resolution Process of the Corporate Debtor.

38. Learned Counsel for the Respondent has relied on judgment of this Tribunal in Company Appeal (AT) (Insolvency) No. 926 of 2019- “Flat Buyers Association Winter Hills vs. Umang Realtech Private Limited through IRP & Ors.” Where this Tribunal has directed for reverse Corporate Insolvency Resolution Process in facts and circumstances of the said case. We are also of the view that in the present case, the Corporate Insolvency Resolution Process of the Corporate Debtor be revived and be confined to the Estella Project. Let the Resolution Professional constitute the CoC for the Estella Project. Taking in the CoC the homebuyers of Estella Project, the Financial Creditors- Punjab National Bank and Punjab & Sind Bank shall also be part of the CoC. We permit the Resolution Professional to issue fresh Form-G with regard to Estella Project and complete the Corporate Insolvency Resolution



Dharmendra Kumar Goyal

Process process within a period of 90 days from the date of issuance of Form G.

39. Coming to the Company Appeal (AT) (Insolvency) No.1194 of 2023, we having taken the view that the order dated 24.05.2023 is unsustainable, the order passed by the Adjudicating Authority in IA No.779 of 2023 deserves to be set aside reviving the IA No.779 of 2023 to be heard and decided afresh.

40. In view of the foregoing discussions and our conclusion, we decide all these appeals in following manner:-

- i) Company Appeal (AT) (Insolvency) Nos. 791 and 982 of 2023 are allowed. The order dated 24.05.2023 passed by the Adjudicating Authority in IA No. 753 of 2023 is set aside. I.A. No.753 of 2023 is dismissed.
- ii) Corporate Insolvency Resolution Process of the Corporate Debtor- Sidhartha Buildhome Pvt. Ltd. is revived which proceeding shall confine to Project Estella.
- iii) The Project NCR Green be kept out of the Corporate Insolvency Resolution Process which henceforth commences. The promoter/director is solely responsible to complete and handover all units of the Project NCR Green to the unit holders and in event there is any failure on the part of the Respondent No.4 to handover the units to all unit holders, it shall be open for the Financial Creditors in class to make an application before the Adjudicating Authority for appropriate relief including relief of revival of Corporate Insolvency Resolution Process with regard to NCR Green Project also.
- iv) The Resolution Professional shall issue fresh Form G with regard to Estella Project and complete the Corporate Insolvency Resolution Process within a period of 90 days from the date of issuance of Form G. Resolution Professional before issuing Form G with regard to Estella Project shall constitute the CoC for the Project Estella and proceed further as per decision of the CoC so constituted. "

Copy of the Order dated 16.02.2024 in Company Appeal (AT) (Insolvency) No. 791 of 2023 passed by the Hon'ble Appellate Authority is annexed and marked as **ANNEXURE A-5.**

10. The CoC was accordingly reconstituted by the then RP in terms of the Order of the Hon'ble Appellate Authority, which stood as under:

Sl. No.	Name of FC	Amount of Claim Admitted	Voting Share
1	Punjab National Bank	110,31,36,105	18.00
2	Punjab & Sind Bank	63,49,66,269	10.36
3	Financial Creditors in a class (Homebuyers of Estella Project)	438,97,22,332	71.64
	TOTAL	612,78,24,706	100

11. That subsequently, in the 28th CoC Meeting held on 29.02.2024, the CoC resolved to replace Mr. Devendra Singh acting as the RP with the Applicant. In the said Meeting, the CoC, with 71.64% (e-voting concluded on 12.03.2024), approved the appointment of the



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Applicant as the RP of the Corporate Debtor under Section 27 of the Code. In the same Meeting, the financial creditors in a class, through majority (e-voting concluded on 12.03.2024), resolved to replace Mr. Dharmendra Kumar (Reg No: IBBI/IPA-003/IP-N000112/2017-2018/11264) acting as the AR with Mr. Mukesh Chand Jain (Reg No: IBBI/IPA-002/IP-N00960/2020-2021/13054) under Section 21 of the Code. Copy of the minutes of the 28th Meeting of the CoC held on 29.02.2024 along with voting results is annexed herewith and marked as ANNEXURE A-6.

12. That accordingly, an application for change of the AR was filed before this Hon'ble Tribunal bearing I. A. No. 1389/2024, and this Hon'ble Tribunal, through its Order dated 21.03.2024, appointed Mr. Mukesh Chand Jain as the AR for the class of creditors in place of Mr. Dharmendra Kumar. Copy of the Order of this Hon'ble Tribunal dated 21.03.2024 in I. A. No. 1389/2024 in C. P. (I. B.) No. 717(ND)/2019 is annexed and marked as ANNEXURE A-7.

13. Similarly, an application for change of the RP was filed before this Hon'ble Tribunal bearing I. A. No. 1479/2024, and this Hon'ble Tribunal, through its Order dated 22.03.2024, appointed the Applicant as the RP of the Corporate Debtor in place of Mr. Devendra Singh. Copy of the Order of this Hon'ble Tribunal dated 22.03.2024 in I. A. No. 1479/2024 in C. P. (I. B.) No. 717(ND)/2019 is annexed and marked as ANNEXURE A-8.

14. At this stage, it is pertinent to mention that since the Promoter, Mr. Sidharth Chauhan had not handed over the control and custody of the Corporate Debtor (excluding Project NCR Green) to the erstwhile RP, the erstwhile RP had filed a Contempt Case No. 8 of 2024 before the Hon'ble Appellate Authority against Mr. Sidharth Chauhan alleging contempt of Order dated 16.02.2024. The said Contempt Case is now being pursued by the Applicant.

15. That the 29th meeting of the CoC was convened on 27.04.2024, the Applicant placed before the CoC the agenda for invitation of expression of interest ("EOI") for identifying Prospective Resolution Applicant for the Corporate Debtor (excluding Project NCR Green) and criteria for identifying Prospective Resolution Applicants. That the Applicant further informed the member of the CoC that in terms of Regulation 36A of the CIRP Regulations,



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the RP shall issue an invitation, including evaluation matrix to the Prospective Resolution Applicants in accordance with Section 25(2)(h) of the Code to submit Resolution Plans at least 30 days before the last date of submission of Resolution Plan. After discussions, the CoC passed the resolution for fixing terms to be incorporated in Invitation for submission of Resolution Plan, including the Evaluation Matrix, to be issued to Prospective Resolution Applicants (“PRAs”) meeting the criteria determined by the CoC. Copy of the minutes of the 29th Meeting of the CoC held on 27.04.2024 along with voting results is annexed herewith and marked as ANNEXURE A-9.

16. That in terms of Section 25(2)(h) of the Code and Regulation 36A of the CIRP Regulations and in line with the directions of the Hon’ble Appellate Authority, the Applicant published Invitation for Expression of Interest in Form – G on 05.05.2024 in Navbharat Times (Hindi), Times of India (English) Delhi NCR Edition and Economic Times (English) Delhi NCR Edition, wherein the last date for submission of expression of interest was 20.05.2024 and the last date for submission of Resolution Plan was 19.07.2024. Copy of Form G dated 05.05.2024 published in newspapers has been annexed herewith and marked as ANNEXURE A-10.

17. That the 30th meeting of the CoC was convened on 27.05.2024, wherein, the Applicant informed the CoC that he had issued the EOI on 05.05.2024 as decided during the 29th meeting of the CoC. However, till 20.05.2024 i.e. the last date of submission of expression of interest in terms of the revised EOI, only 7 PRAs have shown interest. It is also informed that the promoter of the Corporate Debtor viz. Mr. Sidharth Chauhan also submitted EOI, however, was declared ineligible in terms of Section 29A of the Code. A copy of the Minutes of the 30th Meeting of CoC held on 27.05.2024 along with e-voting results is annexed herewith and marked as ANNEXURE A-11.

18. That the 31st meeting of the CoC was convened on 28.06.2024, wherein, the Applicant apprised the members of the committee that 7 eligible PRAs have been included in the Provisional List of PRAs, however, the net worth of one of the PRAs viz. Mr. Anuj Goyal was falling short, however, the same has submitted a comfort letter from Ganga Homes Private Limited which matches the shortfall. However, the Applicant herein, put the



following resolution on e-voting to relax and approve the shortfall of eligibility criteria for turnover of Mr. Anuj Goyal:

"RESOLVED THAT Committee of Creditors of Sidhartha Buildhome Pvt. Ltd. hereby relax the Criteria of turnover for Mr. Anuj Goyal as mentioned in the Expression of Interest for minimum turnover in case of individual amounting to Rs 25 crore and for company amounting to Rs. 50 crore, after considering the letter submitted by Mr. Anuj Goyal for requesting to relax the turnover Criteria to submit resolution plan."

That the aforesaid agenda was approved by the CoC by vote share of 71.64%. Therefore, Mr. Anuj Goyal was approved in the Final list of PRAs.

19. That during the aforesaid meeting, the Applicant herein further apprised the members of the CoC that Provisional List of PRAs were circulated by the Applicant on 30.05.2024, further no objections were raised against the same, therefore, final list of PRAs was circulated on 14.06.2024. Moreover, the Applicant issued the Request for Resolution Plan, including Evaluation Matrix and Information Memorandum in terms of Regulation 16B of the CIRP Regulations, 2016 on 19.06.2024. The Copy of Minutes of 31st Meeting of the CoC held on 28.06.2024 along with voting results is annexed herewith and marked as **ANNEXURE A-12.**

20. That the 32nd meeting of the CoC was convened on 20.07.2024, wherein, the Applicant apprised the members of the CoC that e-mails had been received by the PRAs requesting to the Applicant to extend the time limit to submit the Resolution Plan having cut-off dated 19.07.2024 as per Form G and EOI documents. Further, the Applicant also apprised the members of the CoC that as on the cut-off date only one Resolution Plan from Mr. Anuj Goel was received. Therefore, the Applicant put on agenda on vote to extend the time limit of submission of resolution Plan. The Resolution that was put on vote read as follows:

"RESOLVED THAT Committee of Creditors of Sidhartha Buildhome Pvt. Ltd. is hereby allowing the extension to PRA's to get the healthy competition and comparison to get at least two resolution plan. Further Committee of Creditors of Sidhartha Buildhome Pvt. Ltd is hereby authorized Resolution Professional to allow maximum two weeks' time from the date of expiry i.e. July 19, 2024. Hence extension will be till August 02, 2024.

RESOLVED FURTHER THAT Committee of Creditors of Sidhartha Buildhome Pvt. Ltd. is hereby allowing the Resolution Professional that first extension be given to PRA's for one week time and if any plan received during this period no further extension will be allow. For clarification first extension will be from 19th July to 26th July and if no plan other than from Mr. Anuj Goel is received, further extension till August 02, 2024 may be provided. No further extension will be allowed for any PRA's after August 02, 2024."



That the aforesaid Resolution was approved by the members of the CoC with unanimous vote of 100% and hence the period to submit the Resolution Plan extended for a period of 1 week.

21. That the Applicant informed the CoC that the Applicant had already invited Resolution Plans in terms of the Order of the Hon'ble Appellate Authority dated 16.02.2024 and further works required to be undertaken in this regard including but not limited to receipt of resolution plan, verification and due diligence of resolution plans, holding frequent meetings of CoC and evaluating and placing on record the duly compliant resolution plan before the members of CoC and filing the same before Hon'ble Adjudicating Authority, it is deemed appropriate to seek an extension of 90 days from CIR of the Corporate Debtor. That the CoC duly approved the filing of extension application before the Hon'ble Adjudicating Authority in terms of Section 12 read with Regulation 40 of the CIRP Regulations, 2016. The Copy of Minutes of 32nd Meeting of CoC held on 20.07.2024 is annexed herewith and marked as ANNEXURE A-13.

22. In view of the above, the Applicant filed an application bearing I.A. No. 4042 of 2024 for extension of CIRP period by 90 days before this Hon'ble Adjudicating Authority. That this Hon'ble Adjudicating Authority vide Order dated 21.08.2024 was pleased to grant an extension for 90 days in the CIRP of the Corporate Debtor w.e.f. 03.08.2024 for the purpose of resolution of the Corporate Debtor. Copy of the Order dated 21.08.2024 is annexed herewith and marked as ANNEXURE A-14.

23. That in the meantime, one of the Financial Creditors of the Corporate Debtor viz. Punjab National Bank, filed an application bearing *I.A. No. 3557 of 2024 in Comp. Appeal (AT)(Ins.) 1194 of 2023* before Hon'ble Appellate Authority, praying for correction of inadvertent error in Paragraph No. 38 of the Judgment dated 16.02.2024, whercin, Punjab & Sind Bank was included as the Financial Creditor for the CIRP of the Corporate Debtor as it was averred that it was a lender only for the NCR Green Project of the Corporate Debtor, which had been excluded from the CIRP. The Hon'ble Appellate Authority vide Order dated 22.07.2024 in the said Application, directed the Applicant herein to reconstitute the CoC of the Corporate Debtor, excluding Punjab & Sind Bank from the



CoC. Copy of the order of Hon'ble Appellate Authority dated 22.07.2024 is annexed herewith and marked as ANNEXURE A-15.

24. That in terms of the aforesaid order passed by the Hon'ble Appellate Authority, the Applicant herein convened the 33rd Meeting of CoC on 29.07.2024, wherein, the CoC was apprised of the fact that in accordance with the order of Hon'ble Appellate Authority in I.A. 3557 of 2024, Punjab & Sind Bank has been eliminated from the CoC. The new CoC of the Corporate Debtor was re-constituted as follows:

Sl. No.	Name of FC	Amount of Claim Admitted	Voting Share
1	Punjab National Bank	110,31,36,105	20.04
3	Financial Creditors in a class (Homebuyers of Estella Project)	440,15,57,203	79.96
	TOTAL	550,46,93,308	100

25. That in the said CoC, it was further discussed that till the last date of extended timeline to submit the Resolution Plan i.e. 26.07.2024, only two Resolution Plans were submitted by Mr. Anuj Goel and Alpha Corp Development Pvt. Ltd. The same were opened by the Applicant in the presence of the members of the CoC. The Copy of the Minutes of 33rd Meeting of CoC held on 29.07.2024 is annexed herewith and marked as ANNEXURE A-16

26. That the Applicant convened the 35th meeting of the CoC on 10.09.2024 and adjourned to 11.09.2024, wherein the Applicant apprised the members of the CoC that the two plans as submitted on the last date of submission i.e. by Alpha Corp Development Private Limited and Mr. Anuj Goel are in accordance with the provisions of the Code. Accordingly, the Resolution Plans along with undertaking was placed before the members of the CoC for consideration. Upon discussions and deliberations, both the Resolution Plans were put to vote, the CoC approved the Resolution Plan submitted by Alpha Corp Development Private Limited with a majority vote of 79.96%. It is pertinent to mention that Punjab National Bank did not vote on any agenda listed in the said Meeting.

27. That the CoC considered the Resolution Plans, keeping in view the Valuation Reports submitted by the Registered Valuers as appointed earlier by the erstwhile RP (subsequently ratified by the CoC) providing the Fair and Liquidation value of the assets of the Corporate



(Signature)

Debtor. Valuations excluding Project NCR Green were considered. The summary of the Fair Value and Liquidation Value of the Corporate Debtor (excluding Project NCR Green) are as under:

Name of Valuer	Crest		AAA		Average	
	Fair Value	Liquidation Value	Fair Value	Liquidation Value	Fair Value	Liquidation Value
Land & Building	(334995760)	(385245124)	(360063297)	(393683342)	(347529529)	(389464233)
Plant & Machinery	17863748	14115808	17863748	14115808	17863748	14115808
Securities and financial assets	16052778	13152913	16052778	13152913	16052778	13152913
Total	(301079234)	(357976403)	(326146771)	(366414621)	(313613002.5)	(362195512)

28. Thereafter, the Applicant in compliance with Regulation 39B of the CIRP Regulations placed the agenda to make a best estimate of the Liquidation Costs in the event an order for Liquidation is passed under Section 33 of the Code. Upon discussions and deliberations, the members of the CoC rejected the Resolution to contribute the difference between the Liquidation Cost and Liquidation Assets with 79.96% voting share. That the Applicant in compliance with Regulation 39C placed the agenda for sale of Corporate Debtor as a going concern in case an order for liquidation is passed against the Corporate Debtor. Upon discussions and deliberations, the members of the CoC rejected the resolution to sell the business of the Corporate Debtor as a going concern if an order for Liquidation of Corporate Debtor is passed, with 79.96% voting share. Thereafter, the Applicant placed the agenda to fix the fee payable in accordance with Regulation 39D of the CIRP Regulations before the members of the CoC. Upon discussions and deliberations, the members of the CoC rejected the Resolution to fix the fee of the Liquidator with 79.96% voting share. Copy of the Minutes of 35th Meeting of CoC held on 10.09.2024 and adjourned to 11.09.2024 is annexed herewith and marked as **ANNEXURE A-17**.

29. That the brief contours of the Resolution Plan submitted by M/s. Alpha Corp Development Private Limited, as approved by the CoC with majority vote of 79.96% voting share is detailed hereunder:

Financial Summary of the Resolution Plan is as follows:



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(Amount in Rupees)

Category	As per information in the Intimation				Total Amount Offered (in Rs.)
	Total No. of Claimants	Number of Claimants whose Claims have been admitted	Total Amount Claimed (in Rs.)	Total Amount Admitted (in Rs.)	
Category A1					
Secured Financial Creditors (other than financial creditors belonging to any class of creditors)					
Punjab National Bank	1	1	1,10,31,36,105	1,10,31,36,105	5,00,00,000
Category A2					
Unsecured Financial Creditors (other than financial creditors belonging to any class of creditors)					
Punjab & Sind Bank	1	1	63,49,66,269	63,49,66,269	nil
Category A3					
Unsecured Financial Creditors (Belonging to any Class of Creditors) - Homebuyers					
Homebuyers	445	445	5,45,97,95,328	4,38,97,22,348	Unit(s)
Category A4					
Secured Financial Creditors (belonging to any class of creditors)					
-	-	-	-	-	-
Category B					
Operational Creditors					
Workmen and Employees	21	21	84,53,920	73,63,011	Employees will be paid "Nil". However, workman shall be paid 100% of their admitted claims provided that such workmen should qualify in terms of the Section 2(s) of the Industrial Disputes Act, 1947
Government Dues	1	1	15,83,413	15,83,413	EPFO dues shall be paid in full as per their admitted claim
Operational Creditors (Other than Workmen and Employees)	34	14	12,36,46,414	2,30,51,928	Nil
Category C					
Other Creditors					
Related Parties	11	5	16,38,81,760	9,52,43,187	Nil
Total	514	488	7,49,54,63,209	6,25,50,66,261	As detailed in this Resolution Plan

A copy of Resolution Plan dated 09.09.2024 along with all Addendums, as submitted by Alpha Corp Development Private Limited is annexed herewith and marked as **ANNEXURE A-18(COLLY)**.



30. The Implementation Schedule as proposed under the Resolution Plan is as follows:

TERM AND TIMELINE FOR IMPLEMENTATION OF RESOLUTION PLAN		
Sl. No.	Event	Timeline
1.	Plan Approval Date	Z
2.	Constitution of Plan Monitoring Committee.	Z+3 days
3.	Timeline for applying for all relevant licenses, permits, NOCs, certificates, plans, etc. and any revision and or renewal in respect thereof from the Statutory Body and Governmental Authorities	Z +30 working days
4.	Effective Date - when all of the relevant licenses, permits, certificates, NOCs, and other approvals required for the construction and development of the Project have been provided by DTCP, HRERA or any other concerned authority whichever is later post the Effective Date. The Effective Date shall be the date when the last of the necessary licenses, permits, certificates, NOCs and other approvals is issued, required to commence construction work for the Project has been issued.	X
5.	Change in management of the Corporate Debtor by appointment of directors nominated by the Resolution Applicant on the board of the Corporate Debtor and necessary procedural compliances to be done.	X+30 days
6.	Payment of CIRP Costs, and payments of money dissenting financial creditors, if any, subject to the provisions of the IBC and the terms of the Resolution Plan	X+ 25 working days
7.	Upfront Payment Date, i.e, the first tranche of payment is made to (assenting) Secured Financial Creditors.	X+ 30 working Days
8.	Induction of equity by the Resolution Applicant	X+ 90 working Days
9.	Handover of possession of Unit(s) to existing allottee(s)	X+39 months (with a grace period of 6 months)
10.	Completion of construction of Project	X+60 Months
11.	Completion Date	When the completion / occupation certificate of the Project is received and the Plan Monitoring Committee is dissolved

31. That the Resolution Applicant had submitted undertaking and affidavits to the Applicant stating that the Resolution Applicant is eligible under Section 29A of the Code. A copy of undertaking and affidavits dated 25.07.2024 submitted by the Resolution Applicant under



Section 29A of the Code and Regulation 39(1) of the CIRP Regulations, 2016 are annexed herewith and marked as ANNEXURE A-19.

32. That Section 30(6) of the Code mandates the Applicant as a Resolution Professional to submit the Resolution Plan as approved by the CoC to the Adjudicating Authority for approval under Section 31(1) of the Code. Accordingly, as the resolution plan submitted by the resolution applicants has been duly approved by the members of the CoC by a voting share of 79.96% which is more than the requisite voting share required i.e. 66%, the Applicant is filing the present application for approval of the resolution plan before this Hon'ble Adjudicating Authority.

33. That pursuant to approval of the Resolution Plan by the CoC, the Applicant issued a Letter of Intent ("LOI") dated 18.09.2024 to the Resolution Applicant and the Resolution Applicant was requested to convey their unconditional acceptance. The Resolution Applicant duly submitted their unconditional acceptance on the same day i.e. 18.09.2024. Further as per Regulation 39A of CIRP Regulations, the Resolution Applicant submitted a Performance Security in the form of Performance Bank Guarantee ("PBG") dated 23.09.2024 for a total sum of Rs. 5 Crore valid for a period of 12 months till 20.09.2025. On submission of PBG and acceptance of LOI, the resolution applicant requested to refund the EMD of Rs 2 crore and Participation security deposit (deposited along with EO1) of Rs. 10 lakh and same was refunded by resolution professional. A copy of Letter of Intent dated 18.09.2024, signed and acknowledged as Unconditional Acceptance by the Resolution Applicant and Performance Bank Guarantee dated 23.09.2024 are annexed herewith and marked as ANNEXURE A-20(COLLY).

34. It is further stated that the Resolution Applicant has sought certain reliefs and concessions in the Resolution Plan which may be considered by this Hon'ble Tribunal. In this regard, the Resolution Applicant has written a Letter dated 28.09.2024, requesting the Applicant to implead certain government departments as Respondents to the present Application, so as to enable proper adjudication of the present Application. The said departments have accordingly been made Respondents by the Applicant. Copy of the Letter dated 28.09.2024 sent by the Resolution Applicant to the Applicant is annexed and marked as ANNEXURE

A-21.



35. That the Resolution Plan submitted by the Resolution Applicant is in compliance of the provisions of the Code and the Regulations as detailed below:

I. Compliance of Section 30 of the IBC Code:

S. No.	Provisions of IBC	Page	Chapter/ Clause Nos. in Resolution Plan
1.	Management of affairs after approval of resolution plan	52-60	Part V
2.	Sec. 30(2)(a) of IBC 2016: Provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor	33-34	Part IV Clause B
3.	Sec. 30(2)(b) of IBC 2016 & Regulation 38(1)(a): operational creditors shall be paid in priority over financial creditors	47-50	Part IV Clause H
4.	Sec. 30(2)(b) of IBC 2016 & Regulation 38(1)(b): Dissenting financial creditors shall be paid in priority over assenting financial creditors	47	Part IV Clause G
5.	Sec 30(2)(d) of IBC, 2016 read with Regulation 38(3)(c) of CIRP Regulations: implementation and supervision: provisions for effective implementation	58-59	Part V Clause 8
6.	Sec 30 (2)(e) of IBC, 2016: does not contravene any provisions of law	33	Part IV Paragraph 4

II. Regulation 31A of the CIRP Regulations:

S. No.	Sub Clause	Regulations	Clause nos. in Resolution Plan
1	(1)	A regulatory fee calculated at the rate of 0.25 per cent of the realizable value to creditors under the resolution plan approved under Section 31, shall be payable to the Board, where such realizable value is more than the liquidation value:	Part VI Clause C

III. Regulation 34B of the CIRP Regulations

S. No.	Sub Clause	Regulations	Clause nos. in Resolution Plan
1	(4)	For the resolution plan approved by the committee on or after 1st October 2022, the committee may decide, in its discretion, to pay performance-linked incentive fee, not exceeding five crore rupees, in accordance with clause 3 and clause 4 of Schedule-II or may extend any other performance-linked incentive structure as it deems necessary.	Part IV Clause B

IV. Regulation 37 of the CIRP Regulations:

S. No.	Sub Clause	Regulations	Clause nos. in Resolution Plan
1.	(a)	transfer of all or part of the assets of the corporate debtor to one or more persons	Part V Clause 4



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2.	(b)	sale of all or part of the assets whether subject to any security interest or not	Part V Clause 4
3.	(ba)	Restructuring of the Corporate Debtor, by way of merger, amalgamation and demerger.	Part V Clause 4
4.	(c)	the substantial acquisition of shares of the corporate debtor, or the merger or consolidation of the corporate debtor with one or more persons	Part V Clause 4
5.	(ca)	Cancellation or delisting of any shares of the Corporate Debtor, if applicable	Part V Clause 4
6.	(d)	satisfaction or modification of any security interest	Part VI Clause C
7.	(e)	curing or waiving of any breach of the terms of any debt due from the corporate debtor	Part V Clause 4
8.	(f)	reduction in the amount payable to the creditors	Part IV
9.	(g)	extension of a maturity date or a change in interest rate or other terms of a debt due from the corporate debtor	Part V Clause 4
10.	(h)	amendment of the constitutional documents of the corporate debtor	Part V Clause 4
11.	(i)	issuance of securities of the corporate debtor, for cash, property, securities, or in exchange for claims or interests, or other appropriate purpose	Part V Clause 4
12.	(j)	change in portfolio of goods or services produced or rendered by the corporate debtor	Part V Clause 4
13.	(k)	change in technology used by the corporate debtor	Part V Clause 4
14.	(l)	obtaining necessary approvals from the Central and State Governments and other authorities	Part V Clause 7
15.	(m)	sale of one or more assets of corporate debtor to one or more successful resolution applicants submitting resolution plans for such assets; and manner of dealing with remaining assets.	Part V Clause 4

V. Regulation 38 of the CIRP Regulations:

S. No.	Regulations	Clause nos. in Resolution Plan
1	Regulation 38 (1) of CIRP Regulations: (a) The amount due to the operational creditors under a resolution plan shall be given priority in payment over financial creditors; and (b) to the financial creditors, who have a right to vote under subsection (2) of section 21 and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan.	Part IV Clause H Part IV Clause G
2	Reg. 38(1A) of CIRP Regulations: Statement regarding how the resolution plan deals with interests of all stakeholders	Part VI Clause A
3	Reg. 38(1B) of CIRP Regulations: Details of non-implementation by RA or its related entity of any resolution plan approved by the Adjudicating Authority	Part I Clause A (17)
4	Reg. 38(2) (a): Term of the plan and implementation schedule	Part V Clause 6
5	Reg. 38(2) (b) of CIRP Regulations: management and control of the business during the term of the resolution plan	Part V Clause 8
6	Reg. 38(2) (c) of CIRP Regulations: adequate means for supervising its implementation.	Part V Clause 8
7	Regulation 38(2)(d) of CIRP Regulations: Resolution Plan has provided for the manner in which proceedings in respect of PUFEE transactions shall be distributed	Part IV Clause C



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7	Reg. 38(3) (a) of CIRP Regulations: addresses the cause of default	Part I Clause E
8	Reg. 38(3)(b) of CIRP Regulations: Feasible and Viable	Part V Clause A
9	Reg. 38(3)(c) of CIRP Regulations: has provisions for effective implementation	Part V Clause 8
10	Reg. 38(3)(d): provisions for required approvals and timeline for the same	Part V Clause 7
11	Reg. 38(3)(e) of CIRP Regulations: RA has the capacity to implement the resolution plan	Part VI Clause 2
12.	Regulation 39(1)(c) of CIRP Regulations:	Part I Clause A

36. That in the facts and circumstances as detailed above, the Resolution Professional and the CoC members have taken guidance from the judgment passed by the Hon'ble Supreme Court in the case of *Arcellor Mittal India Pvt Ltd v Satish Kumar Gupta, Civil Appeal No. 9402-9405 of 2018* wherein it has been held that the only reasonable construction of the Code is the balance to be maintained between timely completion of the corporate insolvency resolution process and the Corporate Debtor otherwise being put into liquidation and if there is a resolution applicant who can continue to run the Corporate Debtor as a going concern, every effort must be made to try and see that this is made possible. In facts and circumstances of the case the Applicant has examined the resolution plan and have certified the resolution plan as being compliant of IBC, 2016, the Applicant is filing the present application under 30(6) & 31 of the Code read with Regulation 39 of the CIRP Regulations, 2016, for approval of resolution plan by this Hon'ble Adjudicating Authority.

37. That in terms of Regulation 39(4) of the CIRP Regulations, the Resolution Professional/Applicant is required to submit compliance certificate in prescribed format i.e. FORM-H stating that the Resolution Plan is compliant of the provisions of the Code. The FORM-H duly signed by the Applicant being the compliance certificate is annexed herewith and marked as ANNEXURE A-22.

38. In view of the above, the Applicant herein is filing the present Application seeking an order under Section 31(1) of the Code i.e. approval of the Resolution Plan as approved by the Committee of Creditors under Sub-Section (4) of Section 30 with a majority vote of 79.96%, by this Hon'ble Adjudicating Authority.



39. That it is submitted that the present application is bonafide and being filed in the interest of justice and to advance the objectives of the Code.

PRAYERS

In the premises, it is most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

- (a) Allow the present application;
- (b) Approve the Resolution Plan dated 09.09.2024 (along with addendums) submitted by Alpha Corp Development Private Limited in respect of Sidhartha Buildhome Private Limited (excluding Project NCR Green), under Section 31(1) of the Code, on the basis of the decision of the CoC approving the said Resolution Plan with 79.96% voting share in its 35th Meeting held on 10.09.2024 and adjourned to 11.09.2024;
- (c) Declare that upon approval of the Resolution Plan by this Hon'ble Adjudicating Authority, the provisions of the Resolution Plan shall be binding on the Corporate Debtor, its creditors, guarantors, members, employees and other stakeholders in accordance with Section 31 and Section 32A of the Code, and shall be given effect to and implemented pursuant to the Order of this Hon'ble Adjudicating Authority;
- (d) Approve the appointment of the Monitoring Committee as contained under Clause 8 Part V in the Resolution Plan and approved by the Committee of Creditors;
- (e) Approve and grant reliefs and directions sought under the Resolution Plan by the Resolution Applicant;
- (f) Pass such other or further order/s as may be deemed fit and proper in the facts and circumstance of the instant case.

FILED THROUGH:



APPLICANT
DHIR & DHIR ASSOCIATES
D-55, DEFENCE COLONY, NEW DELHI – 110024
M: +919910906508
E-MAIL: varsha.banerjee@dhirassociates.com

DATE: 4-10-2024
 PLACE: New Delhi

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BEFORE HON'BLE NATIONAL COMPANY LAW
TRIBUNAL NEW DELHI BENCH III, NEW DELHI

I. A. NO. OF 2024

IN
(IB)-717(ND)/2019

IN THE MATTER OF:

ORIENTAL BANK OF COMMERCE

(SINCE MERGED WITH PUNJAB NATIONAL BANK) ...FINANCIAL CREDITOR

VERSUS

SIDHARTHA BUILDHOME PRIVATE LIMITED

...CORPORATE DEBTOR

AND IN THE MATTER OF:

DEEPAK KUMAR GOYAL

RESOLUTION PROFESSIONAL

SIDHARTHA BUILDHOME PRIVATE LIMITED

...APPLICANT

VERSUS

**DIRECTORATE OF TOWN & COUNTRY PLANNING,
HARYANA & ORS.**

...RESPONDENTS

AFFIDAVIT

I, Deepak Kumar Goyal, S/o Dr. Umesh Chandra, aged about 46 years, having office at 701, Vikrant Tower, 4 Rajendra Place, New Delhi-110008, do hereby solemnly affirm and state as follows:

1. THAT I am the Resolution Professional of Sidhartha Buildhome Private Limited, appointed by this Hon'ble Tribunal vide Order dated 22.03.2024 and as such I am fully conversant with the facts and circumstances of the present case and also competent and authorized to swear and affirm this affidavit.
2. THAT the accompanying Application has been drafted under my instructions and contents thereof are true and correct to the best of my knowledge and are based on information/records received by me which I believe the same to be true.
3. THAT the contents of the above accompanying Application have been read over and explained to me and are based on legal advice so received and the same are not being repeated herein for the sake of brevity.




DEPONENT

VERIFICATION

I, the Deponent hereinabove, do hereby verify and state that the contents of Paragraphs Nos. 1 to 3 of the Affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed there from.

04 OCT 2024

Verified at New Delhi on this, the ___ October, 2024



[Signature]
DEPONENT

Vausha
I identified the deponent who has signed in my presence.



CERTIFIED THAT THE DEPONENT
Sri/Smt./Km. *Deepak Kumar Goval*
S/o, W/o, D/o *Dr. Anil Kumar Goval*
I/We *Vausha Banerjee, Ph*
Identified by Shri/Smt. *[Signature]*
has Solemnly affirmed before me at
New Delhi on *04 OCT 2024* as *19*
That the Contents of the Affidavit which have
been read & explained to him are true and
Correct to this knowledge.

[Signature]
Notary Public



Hitesh Assudani <hitz.13@gmail.com>

Complaint against Punjab & Sind Bank by FCs of SBPL, Gurugram

SIMARJIT SINGH KHOKHAR|HEAD OFFICE|SAM VERTICAL

Thu, Oct 23, 2025 at 5:09 PM

<simarjitsinghkhokhar@psb.co.in>

To: Hitesh Assudani <hitz.13@gmail.com>

Cc: HO SAM VERTICAL <ho.samvertical@psb.co.in>, HO LAW N RECOVERY DEPARTMENT <ho.lr@psb.co.in>, HO COMPLAINT CELL <ho.complaint@psb.co.in>, SATYAJIT MISHRA | HEAD OFFICE | COMPLIANCE DEPTT <Satyajit.Mishra@psb.co.in>, GENERAL RAJESH|HEAD OFFICE|SAM VERTICAL <General.Rajesh@psb.co.in>, RAVI RANJAN | HEAD OFFICE | SAM VERTICAL DEPARTMENT <Ravi.Ranjan@psb.co.in>, CHIEF COMPLIANCE OFFICER <chiefcomplianceoffic@psb.co.in>

Dear Sir / Madam,
महोदय / महोदया,

With reference to the trail mail, the desired information is as under:-

- 1. With respect to the IA No. 3206 of 2025:-** it is to state that The Hon'ble Appellate Tribunal decided the IA No. 3206 of 2025 vide 9th September Order and allowed the Resolution Professional of the borrower company to proceed with the CIRP of Project NCR Green and to issue Information Memorandum & Form G in accordance with I&B Code and CIRP Regulations, 2016. It is pertinent to mention that Civil Appeal on behalf of Homebyers has been preferred against the above said order before Hon'ble Supreme Court of India, the same is fixed for 30.10.2025.
- 2. Recovery u/s 12A:-** It is to state that the esrtwhile Resolution Professional had filed the contempt application no 8/2024, which was decided by by Hoble NCLT on 02.05.2025.
- 3. Update on current status of assets of NCR Green:-** It is to state that only PNB was the member in the Monitoring Committee.
- 4. Ex-promoter to be declared as a wilful defaulter:-** The Ex-promoter Sh. Sidharth Chauhan has been declared wilful defaulter by the Bank on 16.12.2024.

सादर / Regards.

पंजाब एण्ड सिंध बैंक / Punjab & Sind Bank
सैमवर्ट / SAMVerT
कॉर्पोरेट कार्यालय / Corporate Office
प्रथम तल, प्लेट -बी, ब्लॉक - तीन / 1st Floor, Plate B, Block 3,
एनबीसीसी कॉम्प्लेक्स, पूर्वी किदवई नगर / NBCC Complex, East Kidwai Nagar,
नई दिल्ली / New Delhi - 110023.
ईमेल / Email- ho.samvertical@psb.co.in & psbhosam@gmail.com

निवेदन : कागज़ बचाएँ ,पेड़ बचाएँ | जब तक आवश्यक न हो इस दस्तावेज़ का प्रिंट न लें |
Please don't print this e-mail unless you really need to. Save paper, Save Trees and save environment

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

I.A. No. 3206 of 2025 in
Company Appeal (AT) (Insolvency) No. 791 of 2023

IN THE MATTER OF:

Devendra Singh **...Appellant**

Versus

**Homebuyers of Sidhartha Buildhome Pvt. Ltd. &
Ors.** **...Respondents**

Present:

For Applicant : Mr. Sanjay Bajaj, Mr. Shivam Takkar, Advocates
for Applicant in IA No.3206 of 2025.

For Respondents : Mr. Kanishk Khetan, Advocate for R-1.
Ms. Ekta Choudhay, Ms. Rushali, Mr. Ayush
Kumar, Mr. Rajat Singh, Advocates for R-2 (PNB).
Mr. Sumant Batra, M Mr. Sarthak Bhandari, Ms.
Riya Kaur Arora, Mr. Saurav Rajpal, Mr. Shiv
Mangal Sharma, Mr. Abhishek Sharma, Advocates
for R-3.
Mr. Sandeep Bhuraria, Ms. Vaishnavi Prakash,
Advocates for Applicant in I.A. Nos.5449, 5450 of
2025 (SRA).

With

Company Appeal (AT) (Insolvency) No. 1041 of 2025

IN THE MATTER OF:

Punjab & Sind Bank **...Appellant**

Versus

Sidhartha Buildhome Pvt. Ltd. **...Respondents**

Present:

For Appellant : Mr. Sanjay Bajaj, Mr. Shivam Takkar, Advocates.

For Respondents :

O R D E R
(Hybrid Mode)

09.09.2025: Application I.A. No.3206 of 2025 has been filed by the Punjab and Sind Bank in Company Appeal (AT) (Ins.) No.791 of 2023 which was decided by our judgment and order dated 16.02.2024 as subsequently corrected on 22.07.2024 and clarified on 02.05.2025. The Corporate Debtor - Sidhartha Buildhome Pvt. Ltd. was put into CIRP by order of the Adjudicating Authority dated 04.03.2021. Subsequently, a 12A application was allowed on 24.05.2023, against which Company Appeal (AT) (Ins.) Nos.1194 of 2023, 291 of 2023 and 982 of 2023 were filed. This Tribunal vide judgment dated 16.02.2024 allowed the Company Appeal and issued following directions in Para 40:

“40. In view of the foregoing discussions and our conclusion, we decide all these appeals in following manner:-

- (i) Company Appeal (AT) (Insolvency) Nos. 791 and 982 of 2023 are allowed. The order dated 24.05.2023 passed by the Adjudicating Authority in IA No. 753 of 2023 is set aside. I.A. No.753 of 2023 is dismissed.*
- (ii) CIRP of the Corporate Debtor- Sidhartha Buildhome Pvt. Ltd. is revived which proceeding shall confine to Project Estella.*
- (iii) The Project NCR Green be kept out of the CIRP which henceforth commences. The promoter/director is solely responsible to complete and handover all units of the Project*

NCR Green to the unit holders and in event there is any failure on the part of the Respondent No.4 to handover the units to all unit holders, it shall be open for the Financial Creditors in class to make an application before the Adjudicating Authority for appropriate relief including relief of revival of CIRP with regard to NCR Green Project also.

(iv) The Resolution Professional shall issue fresh Form G with regard to Estella Project and complete the CIRP within a period of 90 days from the date of issuance of Form G. Resolution Professional before issuing Form G with regard to Estella Project shall constitute the CoC for the Project Estella and proceed further as per decision of the CoC so constituted.”

2. In the judgment dated 16.02.2024, this Tribunal noticing the submissions of the parties including those of Promoters in Paras 36, 37 and 38 observed following:

“36. From the facts which have been brought on the record, it is clear that after the order dated 24.05.2023 was passed by the Adjudicating Authority allowing 12A proposal, the Respondent No.4 proceeded as per the proposal under 12A and has carried out certain works as detailed in Additional Affidavit. It has further been submitted that all units pertaining to Project NCR Green shall be ready and shall be handed over by end of February. We are of the view that the Project NCR Green being almost complete, the said project need to be kept out of CIRP. However, Respondent No.4 shall

be entirely responsible for handing over units to each and every unit holder of NCR Green Project.

37. We having already held that the order dated 24.05.2023 is unsustainable. The proposal under Section 12A having not been approved by 90% vote share of the CoC, the order dated 24.05.2023 has to be set aside reviving the CIRP of the Corporate Debtor.

38. Learned Counsel for the Respondent has relied on judgment of this Tribunal in Company Appeal (AT) (Insolvency) No. 926 of 2019- “Flat Buyers Association Winter Hills vs. Umang Realtech Private Limited through IRP & Ors.” where this Tribunal has directed for reverse CIRP in facts and circumstances of the said case. We are also of the view that in the present case, the CIRP of the Corporate Debtor be revived and be confined to the Estella Project. Let the Resolution Professional constitute the CoC for the Estella Project. Taking in the CoC the homebuyers of Estella Project, the Financial Creditors- Punjab National Bank and Punjab & Sind Bank shall also be part of the CoC. We permit the Resolution Professional to issue fresh Form-G with regard to Estella Project and complete the CIRP process within a period of 90 days from the date of issuance of Form G.”

3. The effect of the order of this Tribunal was that CIRP of the Corporate Debtor was revived and was confined to project Estella. By subsequent correction on 22.07.2024, in the Estella project Financial Creditor – Punjab National Bank was held to be part of the CoC and Punjab and Sind Bank was not part of the CoC.

4. Company Appeal (AT) (Ins.) No.1041 of 2025 was filed by the Punjab and Sind Bank challenging the order dated 22.05.2022 passed by the Adjudicating Authority in Section 7 application being C.P. (IB) 647/ND/2024. The Adjudicating Authority disposed of the Section 7 application noticing the CIRP against the Corporate Debtor has already commenced, against which order the appeals have been decided by this Tribunal, as noted above. Aggrieved by the order refusing to admit Section 7 application appeal has been filed by Punjab and Sind Bank.

5. Learned counsel for the Applicant- Punjab and Sind Bank submits that Applicant is not part of the CoC of Project Estella with regard to which CIRP, direction was issued to proceed, in which CIRP, Resolution Plan has already been approved by the CoC and pending for consideration before the Adjudicating Authority with regard to project Estella, for which CIRP was directed to continue. Learned counsel for the Applicant submits that the Applicant is Financial Creditor of the Corporate Debtor which finance was used for project NCR Green and Applicant is sole Financial Creditor of project NCR Green apart from creditors in class and there is no Occupancy Certificate issued in NCR Green project.

6. Learned counsel for the Resolution Professional also submits that there is no Occupancy Certificate with regard to NCR Green.

7. Shri Sumant Batra, learned counsel has appeared for the Promoter and submits that Promoter has also infused substantial funds in NCR Green which has been noticed by this Tribunal in earlier orders.

8. After having heard learned counsel for the parties, in so far as appeal filed by Punjab and Sind Bank, we are of the view that CIRP having already commenced against the Corporate Debtor, which CIRP is still in process, the Adjudicating Authority did not commit any error in not admitting another CIRP application filed by the Punjab and Sind Bank claiming to be the Financial Creditor of one of the projects of the Corporate Debtor. We, thus, do not find any error in the order warranting any interference in the order of the Adjudicating Authority on appeal filed by the Punjab and Sind Bank. However, we are of the view that Applicant is entitled to seek directions as prayed in I.A. No.3206 of 2025.

9. The project-wise CIRP with respect to a real estate company has already been noticed by this Tribunal in Para 38 of the judgment dated 16.02.2024, as noted above. The CIRP Regulations, 2016 as amended also envisages project-wise resolution in a real estate company. As per earlier order, we have directed resolution of one project Estella. Project NRC Green in which Punjab and Sind Bank claims to be Financial Creditor is still unfinished. We, thus are of the view that Resolution Professional is free to proceed with the CIRP of Project NCR Green and issue Information Memorandum and Form G and proceed further in accordance with I&B Code and CIRP Regulations, 2016.

10. Learned counsel for the Promoter submits that they having infused substantial funds in the project NCR Green, the said amount in question shall need to be considered by the CoC to be treated as interim finance or not.

11. Learned counsel for the Resolution Professional submits that in so far as project Estella is concerned, Resolution Plan has already pending for consideration before the Adjudicating Authority. We are of the view that in these Application or appeal we are not required to consider any issues arising of the Resolution Plan, which is pending before the Adjudicating Authority. It is for the Adjudicating Authority to consider all objections and take a decision.

12. In view of the aforesaid, we dispose of I.A. No.3206 of 2025, as above in Para 9 and Company Appeal (AT) (Ins.) 1041 of 2025 is dismissed.

13. We further clarify that with regard to Resolution Plan, it shall be open for all concerned to file their objections. The Adjudicating Authority shall consider as to whether Form G was issued with regard to one project (Estella) or entire Corporate Debtor.

14. We having already passed orders deciding the Appeals including correction and clarification, no further orders are required.

[Justice Ashok Bhushan]
Chairperson

[Barun Mitra]
Member (Technical)

Archana/nn

ITEM NO.52

COURT NO.7

SECTION XVII

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

CIVIL APPEAL Diary No.58288/2025

[Arising out of impugned final judgment and order dated 09-09-2025 in IA No. 3206/2025 passed by the National Company Law Appellate Tribunal]

RAVINDRA KUMAR SINGH & ORS.

Petitioner(s)

VERSUS

PUNJAB AND SIND BANK & ORS.

Respondent(s)

(IA No. 265831/2025 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT, IA No. 266032/2025 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES, IA No. 265827/2025 - PERMISSION TO FILE APPEAL & IA No. 265828/2025 - STAY APPLICATION)

Date : 17-10-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA

HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Petitioner(s) :

Mr. S. Niranjan Reddy, Sr. Adv.
Mr. Ankit Anandraj Shah, AOR
Mr. Tarun Arora, Adv.
Mr. Vaibhav Pareek, Adv.

For Respondent(s) :

Mr. Naveen Pahwa, Sr. Adv.
Mr. Shiv Mangal Sharma, Adv.
Mr. Saurabh Rajpal, Adv.
Mr. Abhishek Sharma, Adv.
For M/s Aura & Co., AOR

UPON hearing the counsel the Court made the following
O R D E R

1. Heard Mr.S. Niranjan Reddy, the learned Senior counsel appearing for the appellants and Mr. Navin Pahwa, the learned Senior counsel, who is on caveat, appearing for the Respondent No.4

2. Promoter.

3. Application seeking permission to file the Appeal is granted.

4. Exemption Application is allowed.

5. Issue notice, returnable on 30-10-2025 on top of the Board.

5. Let *status-quo* be maintained.

6. By the next date of hearing, we want the Promoter to put forward a concrete proposal before us as to in what manner they would like to discharge their liabilities both towards the home buyers as well as the Bank.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)

ITEM NO.8

COURT NO.7

SECTION XVII-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No.12980/2025

RAVINDRA KUMAR SINGH & ORS.

Appellant(s)

VERSUS

PUNJAB AND SIND BANK & ORS.

Respondent(s)

(IA No. 285357/2025 - INTERVENTION APPLICATION, IA No. 281501/2025 - INTERVENTION APPLICATION, IA No. 266032/2025 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES & IA No. 265828/2025 - STAY APPLICATION)

Date : 02-12-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Appellant(s) :

Mr. S. Niranjan Reddy, Sr. Adv.
Mr. Ankit Anandraj Shah, AOR
Mr. Tarun Arora, Adv.

For Respondent(s) :

Mr. Naveen Pahwa, Sr. Adv.
Mr. Shiv Mangal Sharma, Adv.
Mr. Saurabh Rajpal, Adv.
Mr. Abhishek Sharma, Adv.
M/s Aura & Co., AOR

Mr. Sanjay Bajaj, Adv.
Mr. Gorang Goyal, AOR
Mr. Shivam Takkar, Adv.
Mr. Rajat Prakash, Adv.
Mr. Sagar Diwan, Adv.

Mr. Rajiv Shakhder, Sr. Adv.
Mr. Parmatma Singh, AOR
Mr. Janmesh Singh, Adv.
Mr. Balraj Singh, Adv.

Ms. Ekta Choudhary, AOR
Ms. Vedanshi Verma, Adv.
Ms. Rushali Sikand, Adv.
Ms. Twinkle Singh Chauhan, Adv.
Mr. Ankur Anand, Adv.

Mr. T. V. S. Raghavendra Sreyas, AOR
Mr. Siddharth Vasudev, Adv.
Mrs. Gayatri Gulati, Adv.

Mr. Siddharth Bhatnagar, Sr. Adv.
Mr. Nadeem Afroz, Adv.
Mr. Abhinav Agrawal, AOR
Mr. Piyush Bhardwaj, Adv.
Mr. Shivam Sengupta, Adv.

Dr. Menaka Guruswamy, Sr. Adv.
Mr. Sandeep Bajaj, Adv.
Mr. Vipul Jai, Adv.
Mr. Soayib Qureshi, AOR
Mr. Danish Ranjan, Adv.
Ms. Saumya, Adv.
Ms. Bhumika Yadav, Adv.

Mr. Sameer Abhyankar, AOR
Mr. Sandeep Bhuraria, Adv.
Mr. Rahul Kumar, Adv.
Mr. Aakash Thakur, Adv.

Ms. Aastha Mehta, Adv.
Mr. Anmol Kheta, Adv.
Ms. Tanya Srivastava, AOR

UPON hearing the counsel the Court made the following
O R D E R

1. This appeal arises from the order passed by the National Company Law Appellate Tribunal, Principal Bench, New Delhi dated 9-9-2025 in interim application No.3206/2025 filed in Company Appeal (AT) (Ins.)791/2023 preferred by the Punjab and Sind Bank by which it permitted the resolution professional to proceed with the CIRP of the Project NCR Greens and issued information Memorandum and Form 'G' in accordance with I & B Code and CIRP Regulations, 2016 respectively.
2. The appellants before us are home buyers of the NCR Greens project developed by Corporate Debtor namely Sidharatha Build Home Private Limited.
3. It is the case of the appellants (home buyers) that the project in so far as NCR Greens is concerned has been substantially completed. Some minor work is left to be undertaken like repairs of the basements, proper working of lifts, supply of HUDA water and

enhancement of power supply capacity etc. According to them, pushing back into a project to CIRP wherein the applications for occupation certificates have already been issued would put the appellants in immense difficulties.

4. We take notice of the fact that the promoter floated two projects, one by the name NCR Greens and the other by the name "Estella Project."

5. So far as NCR Greens is concerned, 10 towers have come up. There are 633 flats. According to Mr. Pahwa, the learned Senior counsel appearing for the promoter, 430 flats have now been occupied. In other words, possession has been take over by the home buyers. 203 flats remain vacant.

6. In so far as the Estella Project is concerned, 8 towers have come up but these towers are in a dilapidated condition. In accordance with the project, 495 flats are to come up in 8 towers. Estella Project is in CIRP.

7. There are two Banks before us, i.e., Punjab National Bank and Punjab & Sind Bank.

8. So far as the Estella Project is concerned, it is the Punjab National Bank that financed the Project. So far as the NCR Greens Project is concerned, it is the Punjab and Sind Bank which has financed the project.

9. On 17-10-2025, we passed the following order.:-

"1. Heard Mr.S. Niranjana Reddy, the learned Senior counsel appearing for the appellants and Mr. Navin Pahwa, the learned Senior counsel, who is on caveat, appearing for the Respondent No.4 - Promoter.

2. Application seeking permission to file the Appeal is granted.

3 Exemption Application is allowed.

4. Issue notice, returnable on 30-10-2025 on top of the Board.

5. Let status-quo be maintained.

6. By the next date of hearing, we want the Promoter to put forward a concrete proposal before us as to in what manner they would like to discharge their liabilities both towards the home buyers as well as the Bank."

10. In pursuance of the order passed by us, referred to above, the promoter has put forward a revised proposal dated 30-11-2025

11. The revised proposal reads thus:-

"REVISED PROPOSAL ON BEHALF OF RESPONDENT NO. 4 (PROMOTER / SUSPENDED DIRECTOR OF SIDDHARTHA BUILDHOME PVT. LTD.), IN ADDITION TO THE ALREADY SUBMITTED PROPOSAL

That in continuation of the proposal already submitted by the Respondent No. 4 herein before this Hon'ble Court on 30.10.2025, the following additional and revised proposal is being made before this Hon'ble Court for taking care of the concerns of the stakeholders (Banks & Homebuyers):

1. Revised Settlement Proposal to Punjab National Bank (PNB) The Respondent No. 4 submits that, after the proposal dated 30.10.2025, there were concerns raised by the PNB officials on the amount of settlement and interest and thereafter, it was discussed with bank officials and post discussion, the Respondent No.4 (promoter) vide proposal dated 24.11.2025 has proposed to pay Rs. 47.60 Cr. along with interest of 8.85% (MCLR Rate) plus 1% interest from the date of OTS (One Time Settlement) within a period 12 months from the date of approval.

That further in order to address the concern of the bank and to show the Bonafide, the Respondent No.4 herein has also given the advance cheque of Rs. 2.50 Cr.

A copy of the Revised Proposal sent to the Punjab & Sindh Bank on 24.11.2025 along with the cheque of Rs. 2.50 Cr are annexed herewith and marked as Enclosure P-1.

2. Revised Settlement Proposal to Punjab & Sindh Bank (PSB)

The Respondent No. 4 submitted the proposal dated 30.10.2025 before this Hon'ble Court and same was sent to bank for consideration however, the said proposal was not accepted and therefore after deliberation, the Respondent No.4 (promoter) vide letter dated 24.11.2025 had submitted Revised proposal wherein, the Respondent No.4 had proposed to pay Rs. 35 Cr. along with interest of 8.95% (MCLR Rate) plus 2.5 % interest from the date of OTS (One Time Settlement) within a period of 12 months from the date of approval. That further in order to address the concern of the bank and to show the Bonafide, the Respondent No.4 herein has also given the advance cheques of Rs. 5.25 Cr.

A copy of the Revised Proposal sent to the Punjab National Bank on 24.11.2025 along with the cheque of Rs 5.25 Cr are annexed herewith and marked as Enclosure P-2.

3. Additional 5% Saleable Area to All Homebuyers of Estella Without Extra Cost

To further augment the value available to the homebuyers of the Estella Project, Respondent No. 4 voluntarily proposes to provide an additional 5% saleable area to each homebuyer of Estella Project

without any additional financial burden.

4. *Deliberations with Alpha Corp Development Pvt. Ltd., Resolution Applicant in case of Estella Project*

In order to bring about an overall solution to the matter and particularly in the interest homebuyers, the promoter of the corporate debtor also had extensive discussions with Alpha Corp (Resolution Applicant in respect of Estella project). After several rounds of discussion, it so understood by the Respondent No.4 herein that subject to the proposals made by the Respondent No.4 being accepted by the banks and by this Hon'ble Court, Alpha Corp Pvt. Ltd., may also be aggregable to a solution.

5. *Outline of Proposals/Offeres made by Alpha and the Respondent No.4*
OFFERS AS PER ALPHA'S PLAN

- Alpha has offered only Rs 5 Cr to PNB.
- Alpha has offered NIL amount to PSB (As not being part of CoC).
- Alpha has offered to give possession to homebuyers in 5 years after receiving all the licences/ clearances/ approvals from authorities.
- Alpha has stated to charge delay penalty upto Rs 4,500/- per square feet plus applicable taxes from the homebuyers
- Alpha has further proposed to charge from the homebuyers an additional charge@ rate of Rs. 2,700/- per square feet on the saleable area plus applicable taxes ("Additional Charge/Payment") under the garb of financial viability of this Resolution Plan.
- Alpha is not paying any interest, any compensation or any penal interest etc., in respect of any delay in the delivery of the unit.

AS PER PLAN BY THE RESPONDENT NO. 4 HEREIN (PROMOTER/DIRECTOR)

- Respondent No. 4 has offered an amount of Rs 47.60 Cr to the PNB on 24.11.2025.
- Respondent No. 4 has offered an amount of Rs 35 Cr to the PSB on 24.11.2025.
- Respondent No. 4 will give possession to homebuyers within 3.5 years from the date of necessary approvals.
- Respondent No. 4 voluntarily proposing to provide an additional 5% saleable area to each homebuyer of Estella Project without any additional financial burden.
- Respondent No. 4 is not asking for any additional change/amount.

6. *Continuation of All Other Clauses of the Original Proposal*

Save and except the additions/modifications mentioned herein, all other terms, conditions, undertakings, timelines and commitments contained in the original proposal submitted before this Hon'ble Court on 30 October, 2025 shall remain unchanged and shall be deemed to be integral parts of this revised proposal.

7. *Respondent No. 4 has already delivered Real Estate Projects.*

Respondent No. 4 has already completed various Real Estate Projects in association with TATA amongst others, one being of them being 1500 apartment project. Hence, the Respondent No. 4 is very capable and competent enough to deliver the project in the proposed stipulated timeline.

8. It is further submitted that all civil, criminal and any other associated proceedings relating to, arising from, or emanating out of the Estella Project and the NCR Greens Project shall remain in abeyance during the implementation of the present Proposal. Upon successful completion of the projects and full compliance of all directions contained in the present proposal, such proceedings shall be directed to be closed/quashed in accordance with law. It is also submitted that no coercive action of any nature shall be taken against the Promoter, Mr. Siddhartha Chauhan, or against the Corporate Debtor - Siddhartha Buildhome Pvt. Ltd. (SBPL) undergoing CIRP - for any matters connected with the said projects during the execution and implementation of the present proposal, once approved by this Hon'ble Court.

12. We take notice of the fact that some portion of the revised proposal have been taken up from the first proposal dated 30-10-2025.

13. We heard Mr. Niranjan Reddy, the learned Senior counsel appearing for the appellants - home buyers, Mr. Mr. Siddharth Bhatnagar, the learned Senior counsel and Ms. Astha Mehta, learned counsel appearing for the Intervenor - Home Buyers in Estilla Project, Mr. Rajiv Shakhdar, the learned Senior counsel appearing for the Resolution Professional, Dr. Menaka Guruswamy, the learned Senior counsel appearing for the home buyers so far as the Estelle Project (445 in numbers), Mr. Sandeep Bajaj, the learned counsel appearing for the Successful Resolution Applicant namely Alfa Core, Mr. Sanjay Bajaj, the learned counsel appearing for the Punjab and Sind Bank and Ms. Ekta Choudhari, the learned counsel appearing for the Punjab National Bank.

14. Manifold contentions have been raised on either side. Mr. Pahwa, the learned Senior counsel appearing for the promoter all throughout his course of submissions tried to persuade us to take the view that his offer in the form of a revised proposal is far far economically viable and much better than the plan of the SRA in so far as the Estella Project is concerned. According to Dr. Maneka also, the plan put forward by ALFA Core (SRA) should be accepted.

15. In so far as the two Banks are concerned, according to the learned counsel appearing for the Punjab and Sind Bank, the total

dues payable by the promoter comes to around Rs.127 Crore as on 30-10-2025. He further brought to our notice that the offer of the promoter is Rs.35 Crore plus interest. He also brought to our notice that cheque for an amount of Rs.5.25 Crore has been handed over to the Bank. However, the learned counsel made himself clear that this proposal is now pending with the higher authorities. Ultimately, if the higher authorities approve it, Bank may proceed accordingly.

16. In so far as the Punjab National Bank is concerned, the learned counsel brought to our notice that the plan of the SRA namely Alfa Core (SRA) in so far as Estella is concerned has been opposed.

17. At this stage, it was further clarified that the Punjab and Sind Bank has also opposed the plan of the SRA.

18. We are of the view that we should request the National Company Law Appellate Tribunal to look into the entire revised proposal which has been put forward by the promoter before us.

19. We would appreciate if the Appellate Tribunal looks into the entire revised proposal, understands it and after hearing all the stakeholders involved in this litigation, take an appropriate call in the matter.

20. In such circumstances, referred to above, let the Appellate Tribunal look into the revised proposal of the promoter within a period of three months from today and take an appropriate call. While keeping the impugned order in abeyance, the earlier order of status-quo shall continue.

21. Post this matter in the month of March, 2026.

22. We leave it to the better discretion of the Appellate Tribunal in so far as the plan of Estella is concerned.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)

ITEM NO.42+43

COURT NO.8

SECTION II-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Crl.) No(s).37/2026

[Arising out of impugned final judgment and order dated 22-12-2025 in CRM-M No.45417/2025 passed by the High Court of Punjab & Haryana at Chandigarh]

SIDDHARTH CHAUHAN

Petitioner

VERSUS

SERIOUS FRAUD INVESTIGATION OFFICE (SFIO)

Respondent

I.A. No.1517/2026-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

WITH

SLP (Crl.) No. 36/2026

I.A. No.1518/2026-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

Date : 06-01-2026 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DIPANKAR DATTA
HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA

For Petitioner(s) :Mr. Siddharth Luthra, Sr. Adv.
Mr. Siddharth Agarwal, Sr. Adv.
Mr. Shiv Mangal Sharma, Adv.
Mr. Saurabh Rajpal, Adv.
Mr. Abhishek Sharma, Adv.
M/s Aura & Co., AOR

For Respondent(s) : Mr. S.D. Sanjay, ASG
Mr. Akshat Agrawal, Adv.
Mr. Pushkar Sharma, Adv.
Mr. Rahul Arya, Adv.
Mr. Akshit Chauhan, Adv.
Mr. Subham Prakash Mishra, Adv.

**UPON hearing the counsel the Court made the following
O R D E R**

1. We are not inclined to interfere with the impugned judgment(s) and order(s) of the High Court; hence, the special leave petitions are dismissed.
2. However, the petitioner is granted ten days' time to surrender failing which law shall take its own course.
3. If an application for bail is filed by the petitioner upon surrender, the same shall be decided on its own merits expeditiously.
4. Pending application(s), if any, shall stand disposed of.

**(HARPREET KAUR)
COURT MASTER (SH)**

**(SUDHIR KUMAR SHARMA)
COURT MASTER (NSH)**

335

ITEM NO.62

COURT NO.8

SECTION II-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Miscellaneous Application No.297/2026 in SLP(Crl) No.36/2026

[Arising out of impugned final judgment and order dated 06-01-2026 in SLP(Crl) No.36/2026 passed by the Supreme Court of India]

SIDDHARTH CHAUHAN

Petitioner

VERSUS

SERIOUS FRAUD INVESTIGATION OFFICE (SFIO)

Respondent

I.A. No.49038/2026-EXTENSION OF TIME FROM SURRENDERING

Date : 13-02-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DIPANKAR DATTA
HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA

For Petitioner(s) : Mr. Siddharth Dave, Sr. Adv.,
Mr. Ishaan George, AOR

For Respondent(s) : Mr. S. D. Sanjay, ASG
Mr. Rahul Arya, Adv.
Mr. Raj Bahadur Yadav, AOR
Mr. Akshat Aggarwal, Adv.
Mr. Pushkar Sharma, Adv.
Mr. Shubham Prakash Mishra, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. The miscellaneous application is disposed of by granting final extension of time to the petitioner to surrender by 20th February, 2026, failing which the law enforcement agency shall take steps in accordance with law.
2. Pending application(s), if any, shall stand disposed of.

(RASHMI DHYANI PANT)
ASTT. REGISTRAR-cum-PS

(AVGV RAMU)
COURT MASTER (NSH)