

REGD. A.D. & SPEED POST/E—MAIL/HAND DELIVERY

Jaiprakash Associates Ltd,

Registered office at  
Sector-128, Noida-201304,  
Uttar Pradesh,

Also At:

Delhi Office at  
“JA House”, 63 Basant Lok,  
Vasant Vihar, New Delhi-110057

02-March-2019

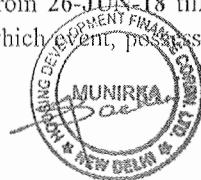
Ref : Loan Account No. 6580193825

Sub: Notice of 15 days under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002

This is in furtherance to our earlier notice dated 24-SEPT-2018 issued under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002.

The Authorized Officer of Housing Development Finance Corporation Limited (hereinafter referred to as “HDFC Ltd”), the Secured Creditor, had issued Demand Notice dated 25-JUN-18 to you under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the “Act”), calling upon you to repay the entire dues / discharge the loan liability in full within the period stipulated therein. As your liabilities are outstanding and have not been satisfied in full, within the period stipulated in the demand notice, the Authorized Officer took over the Physical possession of the mortgaged property / secured asset as mentioned in the *Schedule below* under Section 13 (4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, on 07-SEPT-18.

You are hereby once again called upon to pay within 15 days, **Rs. 298,43,42,252/-** outstanding as on 25-JUN-18, together with further interest @ 18% p.a on the outstanding principal amount and outstanding Interest, along with incidental charges, costs, charges, expenses etc. incurred / that may be incurred till payment and/or realization thereof from 26-JUN-18 till payment and redeem the mortgage within the time limit specified hereinabove in which event, possession of the mortgaged property / secured asset in question shall be restored to you.



Regional Office: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi 110067. Page 1 of 3  
Tel.: 41115111. Fax: 011-26194617, 26171817. Corporate Identity Number: L70100MH1977PLC019916  
Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

We would also like to invite your attention to the provisions of sub-section (8) of section 13 of the Act, in respect of time available to redeem the secured assets.

In the event the entire amount as mentioned above is not paid in full, within 15 days from the date of this notice, the Authorized Officer of HDFC Ltd. shall proceed to sell the Mortgaged Property / Secured Asset in whole or in part by adopting any of the following methods mentioned in Rule 8 (5) of the Security Interest (Enforcement) Rules, 2002 ("Rules") namely:-

- (a) By obtaining quotations from the persons dealing with similar secured assets or otherwise Interested in buying such assets,  
OR
- (b) By inviting tenders from the public;  
OR
- (c) By holding public auction including through e-auction;  
OR
- (d) By private treaty.

It is understood that all such payments shall be received by HDFC LTD. without prejudice to its rights and remedies as stated in the Demand Notice dated 25-JUN-18.

**The Authorized Officer in consultation with the Secured Creditor i.e. HDFC Ltd has revised the Reserve Price of the Secured asset/mortgaged property more particularly specified in the Schedule below.**

HDFC Ltd. shall finalize the sale of the mortgaged property / secured asset more particularly specified in the Schedule below, to the prospective buyer as per the provisions of the Act and the Rules framed there under, without any further intimation / notice to you, to recover outstanding dues.

In event, the proceeds of such sale do not cover the entire outstanding dues of HDFC Ltd. together with further interest thereon, cost, charges, expenses, etc incurred on that account till the date of payment and/or realization thereof, then, you shall be liable to pay the amount that falls short of the total dues as and when demanded by HDFC Ltd and/or HDFC Ltd may further proceed in accordance with Section 13 (4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, against the mortgaged property / secured asset as more particularly mentioned in the aforementioned Demand Notice dated 25-JUN-18, in respect of the remaining mortgaged property / secured asset.

Please further note that in the event of your failure to pay the shortfall, HDFC Ltd. reserves its right to proceed against you for recovery of the shortfall as per law.

This Notice is issued to you in terms of the provisions of Sub Rule 6 of Rule 8 of the above Rules.



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Tel.: 41115111, Fax: 011-26194617, 26171817. Corporate Identity Number: L70100MH1977PLC019916  
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SCHEDULE

<u>S. No</u>	<u>Secured Asset/Mortgaged Property</u>	<u>Reserve Price</u>
1	Land by the name and style of "B-10", having ground coverage area of 6500 sq. mtrs., forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building)" under the heading "Abstract-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future, along with FAR being 778380 sq. ft. and all the rights, estate, interest, benefits and receivables, arising therefrom."	Rs.140,00,00,000/- (Rupees One hundred and Forty crores Only)
2	Building /Project by the name and style of "Suncourt Tower -A " in the building type "B-6" forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building)" under the heading "Abstrat-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012 , out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future along with all the rights , estate, interest, benefits and receivables ,arising therefrom and the land underneath .	Rs.30,54,00,000/- (Rupees Thirty Crores Fifty Four Lacs Only)



ACHIN KAPOOR  
General Manager and Authorized Officer under SARFAESI Act, 2002

Regional Office: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi 110 067  
Tel.: 41115111. Fax: 011-26194617, 26171817. Corporate Identity Number: L70100MH1977PLC019916  
Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

PRIVATE TREATY

**HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED (HDFC Ltd)**

**Branch: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-110067**

**Tel : 011-41115111**

**Regd. Office: Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Mumbai – 400020.**

**CIN : L70100MH1977PLC019916. Website: www.hdfc.com**

**Immovable Properties / Secured Asset taken over under the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002,  
Put up for Sale On “as is where is” & “as is what is” basis.**

**(Read carefully the terms and conditions of sale before filling-up and submitting the Offer)**

I/We GOLF LAKE LLP express my/our willingness submit the offer for the property described as mentioned below and as further demarcated in (red) in the layout attached herewith as Annexure -1

**Property Address:**

Building /Project by the name and style of “Suncourt Tower -A ” in the building type “B-6” forming part of Land admeasuring 8.28 acres as mentioned under the category “Residential/ Commercial” (B type building) under the heading “Abstrat-Land-1” in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of “Jaypee Greens” at Greater Noida, with all the construction thereon both present and future along with all the rights , estate, interest, benefits and receivables ,arising therefrom and the land underneath

1	Name of the Offerer / Purchaser	<u>GOLF LAKE LLP</u>
2	Constitution (Please tick the one applicable)	Individual <input checked="" type="checkbox"/> Proprietary Concern/Partnership Firm/Private Ltd. <input type="checkbox"/> HUF/ /Public Ltd. <u>(LLP)</u>
3	Address & Telephone No. for	<u>Flat No. 502, 502-A, 5<sup>th</sup> floor, Narayan Manzil, 23 Balakhambha Road, Connaught Place</u>

**For GOLF LAKE LLP**

**Designated Partner** Page 50

	Communication*	New Delhi - 110001 Ph No. 9871295830
4	E mail id**	
5	Name, address and telephone number of contact person	Mr. Vijay Kumar, Flat No. 502, 502A, 5 <sup>th</sup> Floor, "Saiyan Manzil", 23 Barakatnagar Road, Connaught Place, New Delhi - 110001. Ph: 9871295830, 0120-4186300
6	Offer Price	Rs. 31,00,00,000/- (In Words) Rupees <i>Thirty One Crore Only</i>
7	Details of Payment	Demand Draft / Pay Order No., Account Payee Cheque <u>000217</u> , dated <u>23.03.2019</u> Drawn on <u>HDFC Bank Ltd</u> in the name of HDFC Limited payable at par
8	Proof of Identification and address *	

\*Please refer to the Instructions for Filling offer Document.

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#### DISCLOSURES, TERMS & CONDITIONS OF OFFER UNDER PRIVATE TREATY

Unless the context otherwise requires under the terms and conditions of the sale:

- i. **Offerer(s)** and **Purchaser(s)** while being used interchangeably, shall be, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns.
- ii. **Borrower(s)** shall include **third party mortgagor(s) and Owner(s)**.
- iii. **Offer under Private Treaty** shall mean the offer received for sale of immovable properties / secured assets as envisaged under Rule 8(5)(d) of the Rules.
- iv. **Terms and conditions of sale** shall include without limitation the terms, conditions and disclaimers stipulated / embodied whether in this Offer Document, Declaration, Offer Acceptance Letter, Affidavits, undertaking etc. as amended from time to time and every other document and writing as may be executed or

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caused to be executed by the offerer(s) / purchaser(s) forming an integral part of the Offer Document.

**1.** The Offer Document duly filled up and signed should be submitted alongwith Pay Order/ Demand Draft/Account Payee Cheque for the entire offer amount or The Pay /Account Payee Cheque / Demand Draft should be drawn on a Scheduled Bank favouring **Housing Development Finance Corporation Ltd.** payable at **par**, Pay Orders / Demand Drafts/Account Payee Cheque should be purchased by or issued from the bank account of the Offerer only.

2. The offer shall be in the prescribed Offer Document only. If the sale is not completed by reason of default on the part of the Offerer / Purchaser in complying with terms and conditions of sale within the period allowed by the Authorised Officer or for any other reason whatsoever, HDFC / the Authorised Officer of HDFC shall be entitled to forfeit 25% of the total sale consideration / sale price and put up the Secured Asset(s) / Immovable Property(ies) in question for sale/disposal again in its absolute discretion. In that event, the defaulting purchaser shall forfeit all claims to the Secured Asset(s) / Immovable Property(ies). Further, all costs, charges and expenses incurred by HDFC on account of such resale shall be borne and paid by such defaulting offerers/purchasers who shall also be bound to make good any deficiency / shortfall arising out of such resale and he/she/they/it shall not be entitled to make any claim against HDFC / Authorised Officer of HDFC in the event of the secured assets / immovable properties realising higher value on such resale.
3. The offer amount shall not be below the Reserve Price fixed by HDFC / the Authorised Officer of HDFC. The Offerers / Purchasers shall establish his/her/their/its identity to the satisfaction of the Authorised Officer.
4. The Immovable Properties / Secured Assets are offered for sale is on '**as is where is**' & '**as is what is**' basis, the layout plans for which may have been updated from time to time in accordance with applicable law. HDFC / the Authorised Officer of HDFC shall not be responsible and does not warrant the area, size, construction thereon ,if any and any compliance with respect to constructions, area, if any, which might have been carried out in deviation to the approved FAR/approved maps/approved layouts/ local rules/regulations and it shall be the duty/responsibility of the Offerer/Purchaser to satisfy himself/herself/themselves correctness of other details pertaining to the immovable properties / secured assets including the size/area of the Immovable properties / Secured Assets in question which is being offered for sale on '**as is where is**' & '**as is what is**' basis. HDFC / the Authorised Officer of HDFC shall not be liable for any for any dues/charges including outstanding water/service charges, transfer fees/charges/cost, contribution to the building repair fund, electricity dues, dues or arrears of taxes payable to the Municipal Corporation / local authority / Society / Builder/ / Association / Condominium / Development Authority / Gram Panchayat, taxes and / or dues/charges/claims of any other nature or character whatsoever, if any, in respect of the said Immovable Properties / Secured Assets and/or transfer of the said Immovable Properties / Secured Assets. HDFC / the Authorised Officer of HDFC does not undertake any responsibility to procure any permission / consent / approval / license / sanad/sanction maps/revised development plans/transfer permissions/transfer memorandums etc., whether for transfer of the Immovable Property(ies) /FAR/Development Rights/ Secured Asset(s) in question offered for sale or otherwise or for carrying out the construction and development of a residential group housing project.
5. Offerer/Purchaser shall be solely liable for any charges, taxes and **other liabilities including civil or criminal liabilities** of whatsoever nature or any other payment in

For GOLF LAKE LLP

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relation to the building structure identified as Suncourt Tower -A, including any penalty or other monies

6. Wherever applicable, it is the responsibility of the Offerer/Purchaser of Secured Assets to deduct tax at source (TDS) @ of 1% of the total sell consideration on behalf of the resident owner (seller) on the transfer of immovable property having consideration equal to Rs.50 Lacs and above and deposit the same with appropriate authority u/s 194 I/A of Income Tax Act.
7. Offers which are conditional and/or which are not accompanied by Pay /Account Payee Cheque / Demand Drafts shall not be considered or entertained.
8. HDFC reserves its right to accept or to reject the offer **without assigning any reason whatsoever** and in case all the offer is rejected, either to hold negotiations with and/ or sell the Secured Asset(s) / Immovable Property(ies) whether by private treaty or otherwise to any other party / parties. The decision of HDFC in this regard shall be final and binding on the offerers.
9. The Authorised Officer exercising the power of sale shall issue Sale Certificate for the Immovable properties / Secured Assets in favour of the purchaser in the form given in **Appendix V** of the Security Interest (Enforcement) Rules, 2002 only after all dues/charges/arrears including outstanding water/service charges, transfer fees, electricity dues, dues, taxes, penalty payable to the Municipal Corporation / local authority / development authority, amounts due to the society / association / company / condominium / Builder, taxes, cess and /or dues of any other nature, if any, in respect of the said Immovable Properties/ Secured Assets are cleared / paid in full by the Offerers / Purchasers and on production of necessary receipts in support thereof to the satisfaction of the Authorised Officer or on the basis of an undertaking to make the payments as may be acceptable to the Authorised Officer.
10. The particulars of Secured Assets / Immovable Properties in question have been stated to the best of the information and knowledge of the Authorised Officer. HDFC / the Authorised Officer of HDFC does not warrant the accuracy of the information / details provided or description of the immovable properties / secured assets put up for sale. The Authorised Officer / HDFC shall not be answerable or liable for any error, mis-statement or omission with regard to the same.
11. Neither HDFC nor the Authorised Officer(s) of HDFC shall incur any liability in any manner whatsoever for any loss or injury caused to the Offerers / Purchasers resulting directly or indirectly from the use of the Information by the Offerers / Purchasers including, but not limited to, any consequential, incidental, indirect, special, or punitive damages.
12. All Information whether published or furnished to Offerers / Purchasers in whatever form is provided **“As Is Where Is and As is What is”** basis which is derived directly from its records maintained by HDFC and/or based on information derived from third parties.
13. HDFC / the Authorised Officer of HDFC does not warrant the accuracy or completeness of the information contained herein or as to the existence of other facts which might be significant / material and shall not accept any responsibility or liability whatsoever for use of or placing reliance upon the publication or any of the contents

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hereof. Neither any information made available to the Offerer / Purchaser directly by HDFC nor indirectly through its agents, constitutes, should be construed as any recommendation, expression of opinion or advice.

14. Offerers are bound by the principle of caveat emptor (Buyer Beware).
15. The Offerer(s) / Purchaser(s) is/are advised in his/her/their/its own interest to satisfy himself/herself/themselves/itself with regard to the title and correctness of other details pertaining to the immovable properties / secured assets including the size/area of the immovable properties / secured assets in question as also ascertain any other dues / liabilities / encumbrances to which it is subject from the concerned authorities / body / person etc. to his/her/its/their satisfaction before submitting the offer. The offerers / purchasers whose offer is accepted by HDFC / the Authorised Officer of HDFC shall not raise any grievance / complaint and shall not be permitted to withdraw the offer after his/her/their/its offer is accepted by HDFC / the Authorised Officer of HDFC, either on the ground of discrepancy in size/area, defect in title or on any other ground whatsoever. After the offer of the offerers / purchasers is accepted by HDFC / the Authorised Officer of HDFC, the offerers / purchasers shall be deemed to have unconditionally accepted all the terms and conditions of sale of the Immovable Properties / Secured Assets and further shall be deemed to have waived all objections as to the title, description, measurements etc. in respect of such Immovable Properties / Secured Assets.
16. Any error, mis-statement or omission shall not be a ground for annulment of the sale and shall neither discharge the Offerer(s) / Purchaser(s) of his/her/their/its obligations nor entitle such successful Offerers / Purchasers to claim any compensation.
17. The Offerers / Purchasers shall be bound by the regulations of the local / any other authority, body, person etc. whether statutory or otherwise as may be applicable with regard to the use, occupation and disposal of the Secured Assets / Immovable Properties in question.
18. The Offerers / Purchasers shall be required to bear / pay all expenses including but without limitation stamp duty, registration charges, society dues, municipal taxes, cess, transfer fee, premium and /or other expenses / charges incidental thereto in connection with transfer / sale of the Secured Assets / Immovable Properties in his / her / their / its name(s).
19. After acceptance of the offer by HDFC / the Authorised Officer of HDFC, the Immovable Properties / Secured Assets shall remain and be at the sole risk of the Offerers / Purchasers in all respects including but not limited to loss or damage caused by fire, theft, force majeure or other risks from the date of acceptance of the offer by HDFC / the Authorised Officer of HDFC.
20. The movable properties / items / goods / personal effects etc. in the Immovable Properties / Secured Assets, if any, are not offered for sale and the Offerer(s) / purchaser(s) shall, at the request of HDFC / the Authorised Officer of HDFC, hold it in trust and/or as agent of HDFC / the Authorised Officer of HDFC / Borrower(s) / mortgagor(s) upon being called upon to do so and shall strictly act in accordance with or abide by the instructions / directions of HDFC / Authorised Officer of HDFC with regard to its disposal.

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21. The Offeror(s) / Purchaser(s) may, if they so desire, inspect the relevant documents of title and papers pertaining to the immovable properties / secured assets in question available on HDFC's record. In the event the Offerers / Purchasers fail or choose not to inspect / scrutinize / verify the right, title, interest of or otherwise the entitlement, authenticity, genuineness or marketability of title of the borrower(s) / mortgagor(s) / owner(s) or their predecessor(s) in title to the immovable properties / secured assets offered for sale, it shall be presumed / deemed that the offerers / purchasers have inspected / scrutinized / verified the documents of title and/or other papers pertaining thereto and further shall be imputed to have constructive notice of the contents thereof as also deemed to have waived all objections with regard to the title of such Immovable Properties / Secured Assets.
22. HDFC shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the Offerers / Purchasers and the Offerers / Purchasers shall be deemed to have accepted such revised terms and shall accordingly be bound by them.
23. Where the Immovable Properties / Secured Assets are subject matter of any suit, application, proceedings or litigation (lis pendens) before any court, tribunal, forum or any other authority, the Offerers / Purchasers shall not claim any compensation, damages, interest, penalties etc. from HDFC / the Authorised Officer of HDFC in the event such court, tribunal, forum or any other authority annuls the sale or holds / declares the action initiated by the Authorised Officer of HDFC under the SARFAESI Act as illegal / irregular/ preferential /undervalued or for that matter upsets any prior order / direction passed in favour of HDFC / the Authorised Officer of HDFC at a later date or where title of the Purchaser / Offerer is impeached on the ground that no case has arisen to initiate action and/or authorize sale or that due notice was not given or not received / served as contemplated or required under the provisions of the SARFAESI Act or that any one or more power was improperly / irregularly exercised by the Authorised Officer(s) of HDFC. The sale in such an eventuality shall be subject to the outcome of such suit, application, proceedings or litigation whether filed before or after acceptance of the offer by HDFC / the Authorised Officer of HDFC and the Offerers / Purchasers shall abide by the order(s) / direction(s) that may be passed therein.
24. Words and expressions used herein but not defined anywhere under the terms and conditions of sale shall have the same meaning respectively assigned to them in the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002 and the Rules framed thereunder (" Collectively referred to as " SARAFESI Act"). In event such a word is not defined in herein or in SARFAESI Act, the same shall have the same meaning as ascribed to it in the Insolvency and Bankruptcy Code ,2016, and the Regulations framed thereunder.
25. The invalidity or unenforceability for any reason of any one or more term of the terms and conditions of sale shall not prejudice or affect the validity or enforceability of its other terms which shall continue in full force and effect.
26. The immovable properties / secured assets offered for sale will be available for inspection of the Offerers / Purchasers on request.
27. No failure or delay by HDFC / the Authorised Officer of HDFC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and/or under the SARFAESI Act.

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28. Notwithstanding anything contained hereinafter, any claim, dispute or difference arising between the offerers / purchasers and HDFC / the Authorised Officer of HDFC in connection with the terms and conditions hereof or anything done or omitted to be done pursuant hereto shall be referred / submitted to the arbitration of a sole arbitrator to be appointed by HDFC. The Arbitration shall be held in New Delhi. The Arbitration shall be governed by the laws prevailing in India, more particularly, The Arbitration and Conciliation Act, 1996, or any modification or re-enactment in force at the relevant time. The Arbitration shall be conducted in English Language. Each party shall bear its respective cost / expenses of Arbitration.
29. Any dispute / difference arising out of sale of the immovable properties/secured assets or offered for sale or in respect of any of the terms hereof which cannot be submitted to arbitration under these presents for any reason or are outside the scope / purview of arbitration whether on account of a subsequent legislation, amendment, reenactment, development etc. or otherwise for seeking any directions / orders necessary for the successful resolution of dispute through or incidental to Arbitration (where such a need arises and if permissible under law), only the Courts in New Delhi shall have the exclusive jurisdiction to entertain, try and adjudicate such application / dispute to the exclusion of all other Courts.
30. Offerers / Purchasers are requested to deal only with HDFC / Authorised Officer(s) of HDFC and should not deal with and/or refrain from dealing with any other individuals / persons claiming to be agents of HDFC. HDFC / The Authorised Officer of HDFC shall not be liable in any manner if loss, damage or harm is caused or occasioned to the Offerer(s) / Purchaser(s) for having directly dealt with individuals or persons claiming to be the agents of HDFC. Under no circumstances should the offerers / purchasers pay cash or otherwise hand over cheques / pay orders / demand drafts or prepaid instruments favouring HDFC or payments in any other form (including electronic) or mode to any individual or third party otherwise than to HDFC / the Authorised Officer of HDFC and the offerers / purchasers shall be liable to indemnify and keep indemnified HDFC / the Authorised Officer of HDFC against all claims arising out of misuse of instruments (whether lost, stolen or otherwise) or third party claims against HDFC / the Authorised Officer of HDFC on account of HDFC having merely received any amounts or accepted / encashed / realized such instruments in good faith solely relying upon the representations of the offerers / purchasers. The liability of the offerers / purchasers to indemnify HDFC / Authorised Officer of HDFC shall continue notwithstanding conclusion of the sale and/or issuance of Sale Certificate in favour of the offerers / purchasers and HDFC / Authorised Officer of HDFC shall have the right and power to cancel / annul the sale or withdraw the sale certificate in the event the title of the Offerers / Purchasers to the instruments tendered for making payments or amounts paid to HDFC turns out to be defective at a later date.
31. If any provision / clause / term / condition of this document or any other document executed by the Offerer(s) / Purchaser(s) in this connection is held or declared to be invalid by a court of competent jurisdiction, all other provisions / clauses / terms / conditions hereof or such other document shall remain in full force and effect.
32. HDFC and the Offeree(s) / Purchaser(s) shall from time to time and at all times hereafter make, do, execute, or cause or procure to be made, done and executed such further acts, deeds, filings, conveyances, consents, documents and assurances without further consideration, which may be required to effect the transactions contemplated herein, as stipulated and required in accordance with the provisions of the Securitization

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and Reconstruction of Financial Assets and Security Interest Act, 2002 and the rules thereunder, each as amended.

33. The Offerer(s) / Purchaser(s) is/are required to notify to HDFC his/her/their/its status whether resident or a Non-Resident / Person of Indian Origin or any subsequent change in such status. Where the offerer(s) / purchaser(s) or any of them is/are Non Resident Indian(s) or Person(s) of Indian Origin as per the provision of the Foreign Exchange Management Act, 2000, or any other law in force in India, such Offerer(s) / Purchaser(s) shall have obtained all permissions, authorizations, approvals, sanctions and fulfilled all conditions prescribed therein as may be required.

Sd/-

The Authorised Officer of HDFC Ltd.  
appointed under the Securitisation And  
Reconstruction  
Of Financial Assets And Enforcement of Security Interest Act,  
2002.

I / We have read and understood fully the terms and conditions for Sale of the above mentioned Immovable Property / Secured Asset and I/we unconditionally submit to the terms of sale, declaration and other documents.

For GOLF LAKE LLP

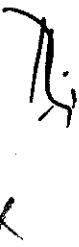
 Designated Partner (Signature of the Offerer(s))

/ Purchaser(s)

 GOLF LAKE LLP through Mr. Mohit Singh, Designated Partner  
(Full Name of the  
Offerer(s) / Purchaser(s))

Place: New Delhi

Date: 23.03.2019

 For GOLF LAKE LLP  
Designated Partner

## INSTRUCTIONS FOR FILLING UP THE OFFER DOCUMENT:

The Offer Document should be duly filled up and signed and should be accompanied by a copy of any of the following documents / Proof of Identity etc. of the Offerer(s) / Purchaser(s):

- In case of an **Individual**, self attested copies of:
  1. Passport
  2. PAN Card
  3. Driving License
  4. Voter's Identity Card
  5. Photo Ration Card
  6. Photo Debit / Credit Card issued by a Bank
  7. Any other identification with Photograph (subject to satisfaction of the Authorised Officer of HDFC)
- 1 In case of a **Sole Proprietorship Concern**, a Bank Confirmation should be furnished to the effect that the individual signing / executing the Offer Document is the sole proprietor thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts/ Account Payee Cheque are issued is maintained / operated by and in the name of the Sole Proprietorship Concern. The Offer Document should be signed / executed by the Sole Proprietor and the seal / stamp of the Sole Proprietorship Concern should be affixed wherever required. In addition to the above, a PAN Card or any other document like Sales Tax / VAT / GST etc. registration certificate in the name of the sole proprietorship concern should also be furnished.
- 2 In case of a **Partnership Firm** (including a Limited Liability Partnership Firm i.e. LLP), a certified true copy of the Partnership Deed along with the proof of registration of the firm with the Registrar of Firms should be submitted. The Offer Document should be jointly signed / executed by all the partners of the firm or by such partner/s holding a valid and express authority from the other partners, duly empowering any such one or more partner/s to execute, submit offer(s) on behalf of the Partnership Firm and/or otherwise represent the Partnership Firm subject however to the provisions contained in the Indian Partnership Act / the Limited Liability Partnership Act, as the case may be. The seal / stamp of the Partnership Firm should be affixed wherever required.
- 3 In case of a **Company**, a certified true copy of the Certificate of Incorporation, Memorandum and Articles of Association along with necessary Resolutions of the Company should be submitted. The Offer Document should be signed / executed by the Director/s empowered to sign and represent the company as per the resolutions passed from time to time and/or as set out in the Memorandum and Articles of Association of the Company subject however to the provisions contained in the Companies Act, 1956. The Common Seal / stamp of the Company should be affixed wherever required. The main objects of the company and/or other objects incidental to the main objects as enshrined in the Memorandum and Articles of Association of the Company should clearly include and/or indicate the power/right/authority of the Company to buy, purchase, hold or acquire immovable properties.

For GOLF LAKE LLP



Designated Partner

4 In case of a **Trust**, a certified true copy of the Trust Deed clearly setting out the names of the beneficiaries along with the proof of registration of the Trust, if any, should be submitted. The Offer Document should be jointly signed / executed by all the Trustees or by such Trustee/s holding a valid and express authority from the other Trustees, empowering any such one or more Trustees/s to execute or submit offer(s) on behalf of the Trust and/or otherwise to represent the Beneficiaries of the Trust subject however to the provisions contained in the Indian Trusts Act or any other state or central legislation / enactment dealing with trusts. The seal / stamp of the Trust should be affixed wherever required. A Bank Confirmation should be furnished to the effect that the individual(s) signing / executing the Offer Document(s) is/are the Trustee(s) thereof and further stating that the Account from which payments are made or pay orders / demand drafts are issued is maintained / operated by and in the name of the Trustee(s) of the Trust on behalf of the individuals beneficially entitled to the amounts in the said account and the amounts form part of the Trust Property. The main objects of the Trust and/or objects incidental to the main objects as enshrined in the Trust Deed should clearly include and/or indicate the power/right/authority of the Trustees to buy, purchase, hold or acquire immovable properties. Whenever called upon by HDFC / the Authorised Officer of HDFC, the Trustees should obtain / procure a confirmation of all the beneficiaries of the trust.

5 In case of a **Hindu Undivided Family (HUF)**, a certified true copy of the HUF Declaration clearly setting out the names of all the members / co-parceners alongwith PAN Card in the name of the Karta of the HUF should be submitted. The Offer Document should be signed / executed by the Karta on behalf of the HUF or any other coparcener empowered to represent the HUF. The seal / stamp of the HUF should be affixed wherever required. A Bank Confirmation to the effect that the individual signing / executing the Offer Document, Declaration etc. is the Karta thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts are issued is maintained / operated by and in the name of the HUF should be furnished. The Bank should also confirm the names of the members and/or coparceners of the HUF in writing.

6 Full signature of the offerers / purchasers along with stamp / seal wherever necessary is also required to be affixed on each page at the place marked [X] in token of acceptance of the terms and conditions of the sale.

For GOLF LAKE LLP

 1 Designated Partner 

**DECLARATION**

**The Authorised Officer  
Housing Development Finance Corporation Limited**

The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-110067

Dear Sir,

I/We, the offerer(s) / purchaser(s) aforesaid do hereby state that, I/we have read the terms and conditions for sale of immovable properties / secured assets mentioned in the Offer Document, Declaration etc. and understood them fully. I/We, hereby unconditionally agree to comply with and to be bound by the said terms and conditions.

I/We further declare that I/we intend to purchase the above referred immovable property / secured asset from HDFC for my/our own use and that the information furnished by me/us in the Offer Document is true and correct to the best of my/our knowledge and belief. I/We understand / agree that in the event any of the statement/information furnished by me/us is found to be incorrect and/or untrue and/or otherwise fail to comply with the terms and conditions of the Offer Document, my / our offer shall be treated as invalid and liable to be rejected and in such an eventuality 25% of the sale consideration / sale price deposited with HDFC shall stand forfeited and HDFC / the Authorised Officer of HDFC shall be at liberty to annul the sale / withdraw its acceptance to the offer made to me/us at any point of time. I/We also agree that after acceptance of my/our offer for purchase of the immovable property / secured asset by HDFC / the Authorised Officer of HDFC, if I/we fail to act upon the terms & conditions of the offer acceptance letter or am / are not able to complete / conclude / consummate the transaction within the time limit specified in the offer acceptance letter / Offer Document or the Act for any reason whatsoever and / or fail to fulfill or comply with any / all the terms & conditions of the Offer Document, Declaration, undertakings, Affidavits, Offer Acceptance Letter etc., 25% of the sale consideration / sale price deposited with HDFC by me / us shall be liable to be forfeited by HDFC.

Notwithstanding what is stated hereinabove and in the event HDFC decides not to cancel / annul the offer, I / we hereby declare and confirm that HDFC shall have the right to proceed against me / us for specific performance of the contract.

I / We hereby declare that the amount tendered / paid by me/us towards sale consideration and/or the amounts that will be tendered / paid by me/us or caused to be tendered / paid on my/our behalf in future towards sale consideration (in the event my/our offer is accepted by HDFC), is / shall be generated through legitimate sources and does not / shall not include directly or indirectly any proceeds derived/arising out of any scheduled offence committed/abetted by me/us and/or is not designed/intended for the purpose of contravention or evasion under the Prevention of Money Laundering Act, 2002, the Rules framed thereunder and guidelines issued by the National Housing Bank (NHB) on Anti Money Laundering, or under any other law for the time being in force.

I/We hereby covenant, agree and undertake to indemnify and keep indemnified, save harmless HDFC against any loss that may be caused or occasioned on account of breach of the terms and conditions of sale including but not limited to the Offer Document, Declarations, Undertakings, offer acceptance letter etc. or in the event any of my/our representations, statements, disclosures etc. whether under the Know Your Customer (KYC) Guidelines and/or the Prevention of Money Laundering Act, 2002, or otherwise turns out to be false or incorrect for any reason whatsoever or for that matter any material information is suppressed and also against all costs, losses, charges, expenses, damages or payments whatsoever that HDFC may make, be liable to pay, suffer or

For GOLF LAKE LLP

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incur consequent upon any act, deed, matter or thing done or executed or omitted by me/us or my/our agent/s, substitute/s, assignee/s and/or nominee.

**I / We am / are aware that in the event HDFC / the Authorised Officer of HDFC perceives, construes or has reason to believe that any one or more transactions / payments made by me/us or by my/our assignees / nominees as dubious, suspicious or undesirable (which reasoning shall be final and binding upon the offerer / purchaser and shall not be open to challenge), HDFC / the Authorised Officer of HDFC reserves the right to unilaterally withdraw, cancel and/or annul the transaction / sale without assigning any reasons and inform / intimate such law enforcement agencies as it may be deemed fit and proper for investigation .**

I / We am / are aware that if, for any reason the amounts tendered by me / us towards sale consideration is attached and/or seized or rendered liable for attachment and/or seizure or any reason whatsoever in the hands of HDFC, the sale shall without any further act, deed or thing stand and/or be deemed to have been cancelled / annulled notwithstanding execution and/or registration of the Sale Certificate in my / our favour and I/we hereby agree and undertake to handover or cause to be handed over to HDFC / the Authorised Officer of HDFC, all the documents of title and other papers, sale certificate, possession receipts, letters etc. in my/our possession/custody/control immediately, without any demur or protest and render full co-operation to HDFC / the Authorised Officer of HDFC in every manner possible.

I/We hereby confirm that the entire / part of the sale consideration / sale price tendered rightfully belongs to me/us and has been paid and/or Payorders, Demand Drafts, Account Payee Cheque, Instruments purchased or issued from my/our account maintained with banks whether singly or jointly with others. I /We hereby confirm that the joint account holders have no objection to my/our making payment towards part / entire sale consideration to HDFC for purchasing / acquiring the Immovable Property / Secured Asset in question.

I/We are not disqualified in any manner and have full authority to submit offers and enter into binding obligations and I/we is/are not under any disability, restriction or prohibition that shall prevent me/us from performing or observing any of my/our obligations under the sale hereby contemplated.

I/We hereby unconditionally agree and undertake to abide by and / or comply with order(s) / direction(s), if any, passed or that may eventually / ultimately be passed in any suit, application, proceeding, litigation by a court, tribunal, forum or any other authority touching or concerning the immovable property / secured asset in question.

We am/are aware of the inherent risks of purchasing Immovable Properties / Secured Assets by Private Treaty under the SARFAESI Act. I/We confirm that I/we have been given / afforded an opportunity to ask questions and satisfy myself/ourselves before signing/submitting the Offer Document / Declaration, affidavit, undertakings etc. I/We also confirm having perused / scrutinized / inspected or caused to have perused / scrutinized / inspected all the documents pertaining to enforcement action and also documents of title pertaining to the Immovable Property / Secured Asset in question available with HDFC before submitting the Offer Document. I/We also confirm having physically inspected the Immovable Property/Secured Asset in question and made necessary enquiries with the society / condominium / association / company / builder / local authority / gram panchayat / statutory corporation / registration office etc. I/We also confirm having apprised myself / ourselves as regards the nature of proceedings/suit pending before the court/tribunal/authority wherever applicable, prior to submitting the Offer Document.

Notwithstanding the above and despite having been informed about the potential risks / hazards of purchasing an Immovable Property / Secured Asset by way of Private Treaty under the SARFAESI Act by the Authorised Officer of HDFC, I shall not hold HDFC / the Authorised

**For GOLF LAKE LLP**



**Designated Partner Page 61**

Officer of HDFC responsible for consequences arising out of accidental, honest and unintentional non-disclosure / erroneous disclosures or omissions of material facts. I exonerate HDFC / the Authorised Officer of HDFC from accidental, honest and unintentional non-disclosures / omissions including accidental, honest and unintentional non disclosures / omission between the date of submitting the offer and the date acceptance of offer by HDFC and/or any time thereafter.

I/We hereby undertake and assure that I/We shall not indulge in any anti-competitive and/or collusive activities and I/we have not done any act, deed or thing which could be regarded as anti-competitive.

I/We hereby certify that all averments and submissions made under the offer are true and correct and I/we am/are aware that making false statement is/will be a material breach of the contract.

Date: 23.03.2019

Yours faithfully,  
or **GOLF LAKE LLP**

Place: New Delhi

  
Designated Partner **For GOLF LAKE LLP**  
FULL NAME & SIGNATURE OF THE  
OFFERER (S)/ PURCHASER (S)

Address - Office

: 502, 502-A, 5<sup>th</sup> Floor,  
Narain Manzil  
23 Barakhamba Road, Connaught Place  
New Delhi - 110001

Designated Partner 

Residence

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For GOLF LAKE LLP**

Tel.No. Office: 0120-4186300 Residence: \_\_\_\_\_  
Mobile No. 9871295830 Fax No. \_\_\_\_\_

Designated Partner 

email address

\_\_\_\_\_



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

[www.hdfc.com](http://www.hdfc.com)

By E-mail/ Courier/Hand Delivery

25<sup>th</sup> March 2019

To,

Shri. Manoj Gaur,  
Executive Chairman & CEO,  
Jaiprakash Associates Limited  
Sector 128, Noida 201 304  
Uttar Pradesh

*Also at:*

JA House, 63 Basant Lok  
Vasant Vihar, New Delhi 110 057

**Re: Sale of Assets on "as is where is" and "as is what is" basis, under the Securitization and Reconstruction of Financial Assets and Security Interest Act, 2002, as amended (the "SARFAESI Act") and the Security Interest (Enforcement) Rules, 2002, as amended (the "Rules")**

**Loan Account No. 6380193825**

Dear Sir/Madam,

We refer to our last notice dated March 02, 2019 issued under Rule 8(6) of the Rules intimating that in furtherance to the enforcement action of Housing Development Finance Corporation Limited's ("HDFC") under the SARFAESI Act and the Rules, the Authorized Officer has revised the Reserve Price of the Secured Asset(s) mentioned therein i.e "land in the name and style of B-10" and "Suncourt Tower-A" (the "Mortgaged Properties"), that has inter-alia been mortgaged in favour of HDFC by Jaiprakash Associates Limited.

We write to inform you that on March 23, 2019 we received an offer from the Purchaser(mentioned below) to purchase the Mortgaged Properties by way of private treaty at a below quoted price which is admittedly higher than the reserve price specified in the Notice dated March 02, 2019.

Sr. No.	Details of the Secured Asset	Fixed Reserve Price	Offered Sale Price by the Purchaser	Name of Purchaser
1.	Land by the name and style of "B-10", having ground coverage area of 6500 sq. mtrs., forming part of Land admeasuring 8.28 acres as mentioned under the category	Rs.140 crores	Rs.144 crores (inclusive of 1% TDS)	Golf Horizon LLP



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED www.hdfc.com				
	"Residential/ Commercial" (B type building)" under the heading "Abstract-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future, along with FAR being 778380 sq. ft. and all the rights, estate, interest, benefits and receivables, arising therefrom			
2.	Building /Project by the name and style of "LaneCourt Tower -A " in the building type "B-6" forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building)" under the heading "Abstract-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/03/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future, along with all the rights, estate, interest, benefits and receivables, arising therefrom and the land underneath.	Rs.30.54 crores	Rs.31 crores (inclusive of 1% TDS)	Golf Lake LLP

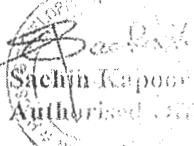
Accordingly, IFC shall exercise its statutory right under the SARFAESI and the Rules and sell the Mortgaged Properties to the buyer.

This letter is being issued without prejudice to any right and/or remedy and/or without impairing or affecting any right, or remedy, and shall not be construed as a waiver of any rights, powers or remedies

available with the HDFC, now or in the future, during applicable law and/or in respect of any legal action that  
agreement/letter/side letter executed pursuant thereto and/or under or in respect of any legal action that  
may have been filed or taken and/or would be filed or be taken by the HDFC.

The same is being issued for your information and records.

Yours faithfully,  
For Housing Development Finance Corporation Limited

  
Sachin Kapoor  
Authorised Officer