

OFFER DOCUMENT DATED 25 OCTOBER 2017

THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt about the Offer (as defined herein), you should consult your stockbroker, bank manager, solicitor or other professional adviser immediately.

Deloitte & Touche Corporate Finance Pte Ltd (“**DTCF**”) is acting for and on behalf of Brenformexa Limited (the “**Offeror**”), which is an indirect wholly-owned subsidiary of Indiabulls Real Estate Limited (“**IBREL**”), and does not purport to advise the Unitholders (as defined herein) of Indiabulls Properties Investment Trust (the “**Trust**”) or any other person.

The views of the directors of the Trustee-Manager (as defined herein) who are considered independent for the purposes of the Offer (the “IPIT Independent Directors”) and those of the independent financial adviser to the IPIT Independent Directors on the Offer will be made available to you in due course. You may wish to consider their views before taking any decision on the Offer.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Offer Document.

VOLUNTARY UNCONDITIONAL CASH OFFER

by

DELOITTE & TOUCHE CORPORATE FINANCE PTE LTD

(Incorporated in the Republic of Singapore)
(Company Registration No. 200200144N)

for and on behalf of

BRENFORMEXA LIMITED

(Incorporated in Cyprus)
(Company Registration No. HE244006)

an indirect wholly-owned subsidiary of

INDIABULLS REAL ESTATE LIMITED

(Incorporated in India)
(Company Registration No. L45101DL2006PLC148314)

to acquire all of the issued units in

INDIABULLS PROPERTIES INVESTMENT TRUST

(Constituted in the Republic of Singapore pursuant to a trust deed dated 7 May 2008,
as amended by a first supplemental deed dated 29 May 2008)
(Registration No. 2008001)

other than those already owned, controlled or agreed to be acquired by
Brenformexa Limited, its related corporations or their respective nominees

ACCEPTANCES SHOULD BE RECEIVED BY 5.30 P.M. (SINGAPORE TIME) ON 22 NOVEMBER 2017.

THE OFFEROR DOES NOT INTEND TO EXTEND THE OFFER BEYOND 5.30 P.M. (SINGAPORE TIME) ON 22 NOVEMBER 2017. NOTICE IS HEREBY GIVEN THAT THE OFFER WILL NOT BE OPEN FOR ACCEPTANCE BEYOND 5.30 P.M. (SINGAPORE TIME) ON 22 NOVEMBER 2017.

The procedures for acceptance of the Offer are set out in Appendix 2 to this Offer Document and in the accompanying Form of Acceptance and Authorisation for Offer Units (“FAA”).

IMPORTANT NOTICES

Overseas Unitholders

The availability of the Offer to Overseas Unitholders (as defined herein) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Unitholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions. For the avoidance of doubt, the Offer will be open to all Unitholders, including those to whom this Offer Document, the FAA and/or any related documents may not be sent, provided that this Offer Document, the FAA and/or any related documents do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful, and the Offer is not being made in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Unitholders in any such jurisdiction.

Overseas Jurisdiction

It is the responsibility of any Overseas Unitholder who wishes to (i) request for this Offer Document, the FAA and/or any related documents; or (ii) accept the Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdiction(s) in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements. If any Unitholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction. Overseas Unitholders should read **Section 13** of this Offer Document.

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DEFINITIONS

Except where the context otherwise requires, the following definitions apply throughout this Offer Document and the FAA:

“1Q2018”	:	Shall have the meaning ascribed to it in Paragraph 3 of Appendix 4 to this Offer Document
“2016 Offer”	:	Shall have the meaning ascribed to it in Section 8.1 of this Offer Document
“Accepting Unitholder”	:	A Unitholder who validly accepts the Offer
“Adjusted Offer Price”	:	Shall have the meaning ascribed to it in Section 2.5.2 of this Offer Document
“Books Closure Date”	:	Shall have the meaning ascribed to it in Section 2.5.1 of this Offer Document
“Business Day”	:	A day other than Saturday, Sunday or a public holiday on which banks are open for business in Singapore
“Business Trusts Act”	:	The Business Trusts Act, Chapter 31A of Singapore
“CDP”	:	The Central Depository (Pte) Limited
“Closing Date”	:	5.30 p.m. (Singapore time) on 22 November 2017, being the last day for the lodgement of acceptances of the Offer
“Code”	:	The Singapore Code on Take-overs and Mergers
“Companies Act”	:	The Companies Act, Chapter 50 of Singapore
“CPF”	:	The Central Provident Fund
“CPF Agent Banks”	:	Agent banks included under the CPFIS
“CPFIS”	:	Central Provident Fund Investment Scheme
“CPFIS Investors”	:	Investors who have purchased Units using their CPF savings pursuant to the CPFIS
“Credit Support Arrangements”	:	Shall have the meaning ascribed to it in Section 7.2 of this Offer Document
“Date of Receipt”	:	The date of receipt of the relevant FAA by CDP for and on behalf of the Offeror
“Deferred Offer Price”	:	Shall have the meaning ascribed to it in Section 7.2 of this Offer Document
“Despatch Date”	:	25 October 2017, being the date of despatch of this Offer Document
“Distributions”	:	In respect of the Offer Units, any dividends, rights, other distributions and/or return of capital
“DTCF” or “Financial Adviser”	:	Deloitte & Touche Corporate Finance Pte Ltd, being the financial adviser to the Offeror

DEFINITIONS

“Electronic Acceptance”	:	The SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents
“Encumbrance”	:	Any claim, charge, lien, pledge, mortgage, encumbrance, hypothecation, retention of title, power of sale, declaration of trust, equity, option, right of pre-emption, restriction, right of first refusal or other third party right or interest of any nature whatsoever or any agreement, arrangement or obligation to create any of the foregoing
“FAA”	:	The Form of Acceptance and Authorisation for Offer Units in respect of the Offer, applicable to Unitholders whose Offer Units are deposited with CDP and which forms part of this Offer Document
“Farallon Group”	:	Shall have the meaning ascribed to it in Section 7.1 of this Offer Document
“Farallon Tender Date”	:	Shall have the meaning ascribed to it in Paragraph 1.1 of Appendix 6 to this Offer Document
“Farallon Units”	:	Shall have the meaning ascribed to it in Section 7.1 of this Offer Document
“FIM”	:	FIM Ltd
“Final Settlement Date”	:	The last settlement date in respect of the Offer for all the Offer Units validly tendered in acceptance of the Offer, being a date falling after the Closing Date but on or before the expiry of seven Business Days from the Closing Date
“FY”	:	Financial year ended or ending 31 March, as the case may be
“Grapene”	:	Grapene Limited
“Guarantor Companies”	:	Shall have the meaning ascribed to it in Paragraph 2.1.2 of Appendix 6 to this Offer Document
“IBREL”	:	Indiabulls Real Estate Limited
“IBREL Group”	:	IBREL and its subsidiaries, collectively
“INR”	:	Indian Rupees, being the lawful currency of the Republic of India
“IPIT Independent Directors”	:	The directors of the Trustee-Manager who are considered independent for the purposes of the Offer
“Irrevocable Undertaking”	:	Shall have the meaning ascribed to it in Section 7.1 of this Offer Document
“Last Trading Day”	:	Shall have the meaning ascribed to it in Section 8.3 of this Offer Document
“Latest Practicable Date”	:	19 October 2017, being the latest practicable date prior to the printing of this Offer Document
“Listing Manual”	:	The listing manual of the SGX-ST

DEFINITIONS

“Market Day”	:	A day on which the SGX-ST is open for the trading of securities
“Non-Assenting Unitholders”	:	Shall have the meaning ascribed to it in Section 9.2 of this Offer Document
“Offer”	:	The voluntary unconditional cash offer made by DTCF, for and on behalf of the Offeror, for all the Offer Units on the terms and subject to the conditions set out in this Offer Document and the FAA
“Offer Announcement”	:	The announcement of the Offer released by DTCF, for and on behalf of the Offeror, on the Offer Announcement Date
“Offer Announcement Date”	:	11 October 2017, being the date of the Offer Announcement
“Offer Document”	:	This document dated 25 October 2017, including the FAA, and any other document(s) which may be issued by or on behalf of the Offeror, to supplement or update the document(s) from time to time
“Offer Period”	:	The period commencing on the Offer Announcement Date and ending on the Closing Date
“Offer Price”	:	The offer price for each Offer Unit validly tendered in acceptance of the Offer, as more particularly described in Section 2.3 of this Offer Document
“Offer Units”	:	Shall have the meaning ascribed to it in Section 2.2 of this Offer Document
“Offeror” or “Brenformexa”	:	Brenformexa Limited
“Overseas Unitholders”	:	Unitholders whose addresses as shown in the records of CDP are outside Singapore
“Potential Restructuring”	:	Shall have the meaning ascribed to it in Section 9.1 of this Offer Document
“Promissory Note”	:	Shall have the meaning ascribed to it in Section 7.2 of this Offer Document
“Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Relevant Day”	:	Shall have the meaning ascribed to it in Paragraph 3.1 of Appendix 1 to this Offer Document
“Relevant Period”	:	The period commencing three months prior to the Offer Announcement Date and ending on the Latest Practicable Date
“Restructuring Committee”	:	Shall have the meaning ascribed to it in Section 9.1 of this Offer Document
“Securities Account”	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account
“SFA”	:	The Securities and Futures Act, Chapter 289 of Singapore

DEFINITIONS

“SGXNET”	:	Singapore Exchange Network, a system network used by listed companies when sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“SIC”	:	Securities Industry Council of Singapore
“Specified Persons”	:	Shall have the meaning ascribed to it in Paragraph 2.7 of Appendix 2 to this Offer Document
“SRS”	:	Supplementary Retirement Scheme
“SRS Agent Banks”	:	Agent banks included under the SRS
“SRS Investors”	:	Investors who have purchased Units using their SRS contributions pursuant to the SRS
“Suspension of Trading”	:	Shall have the meaning ascribed to it in Section 8.1 of this Offer Document
“S\$”	:	Singapore dollars, being the lawful currency of the Republic of Singapore
“Trust” or “IPIT”	:	Indiabulls Properties Investment Trust
“Trust Deed”	:	Shall have the meaning ascribed to it in Section 6 of this Offer Document
“Trust Securities”	:	(i) Units; (ii) other securities which carry voting rights in the Trust; and (iii) convertible securities, warrants, options, awards or derivatives in respect of the Units or securities which carry voting rights in the Trust
“Trustee-Manager”	:	Indiabulls Property Management Trustee Pte. Ltd.
“Unitholders”	:	Holders of the Units as indicated in the Depository Register
“Unitholding Requirement”	:	Shall have the meaning ascribed to it in Section 8.1 of this Offer Document
“Units”	:	Units in the Trust in issue
“Units Charge”	:	Shall have the meaning ascribed to it in Paragraph 2.1.1 of Appendix 6 to this Offer Document
“US\$”	:	United States dollars, being the lawful currency of the United States of America
“VWAP”	:	Volume weighted average price
“€”	:	Euros, being the lawful currency of the European Union
“%” or “per cent.”	:	Percentage or per centum

DEFINITIONS

Acting in Concert. The expression “**acting in concert**” shall have the meaning ascribed to it in the Code.

Announcement, Notice, etc. References to the making of an announcement or the giving of a notice by the Offeror shall include the release of an announcement by DTCF or advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by telephone, telex, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified simultaneously to the SGX-ST.

Depositors, etc. The expressions “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in the SFA.

Genders, etc. Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

Headings. The headings in this Offer Document are inserted for convenience only and shall be ignored in construing this Offer Document.

Offer Document. References to “**Offer Document**” shall include the FAA, unless the context otherwise requires.

Rounding. Any discrepancies in the tables in this Offer Document between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Document may not be an arithmetic aggregation of the figures that precede them.

Units. In this Offer Document, the total number of Units as at the Latest Practicable Date is 754,028,697 Units.

Unitholders. References to “**you**”, “**your**” and “**yours**” in this Offer Document are, as the context so determines, to Unitholders, as the case may be.

Statutes. Any reference in this Offer Document to any enactment or statutory provision is a reference to that enactment or statutory provision for the time being amended, modified or re-enacted. Any word defined in the Business Trusts Act, the Companies Act, the Code, the Listing Manual, the SFA or any modification thereof and not otherwise defined in this Offer Document shall, where applicable, have the meaning assigned to that word under the Business Trusts Act, the Companies Act, the Code, the Listing Manual, the SFA or that modification, as the case may be, unless the context otherwise requires.

Subsidiary, Related Corporation. References to “**subsidiary**” and “**related corporation**” shall have the meanings ascribed to them respectively in the Companies Act.

Time and Date. Any reference to a time of day and date in this Offer Document shall be a reference to Singapore time and date, respectively, unless otherwise specified.

Forward-Looking Statements. All statements other than statements of historical facts included in this Offer Document are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “aim”, “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future and conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of information available as at the Latest Practicable Date. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Unitholders and other investors of the Trust should not place undue reliance on such forward-looking statements. Neither the Offeror nor DTCF guarantees any future performance or event or undertakes any obligation to update publicly or revise any forward-looking statements.

INDICATIVE TIMETABLE

Despatch Date of this Offer Document ⁽¹⁾	:	25 October 2017
Last date for despatch of IPIT's circular in relation to the Offer	:	8 November 2017
Closing Date of the Offer ⁽²⁾⁽³⁾	:	5.30 p.m. (Singapore time) on 22 November 2017
Date of settlement in respect of the Offer ⁽¹⁾	:	In respect of valid and complete acceptances received before the Closing Date, within seven Business Days after the Date of Receipt of each such acceptance
Final Settlement Date in respect of the Offer	:	Within seven Business Days after the Closing Date

Notes:

- ⁽¹⁾ Other than the Despatch Date and the date of settlement in respect of the Offer, the other dates set out in the timetable above are indicative only and the actual dates of such events will be announced in due course by or on behalf of the Offeror on SGXNET.
- ⁽²⁾ The Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date.
- ⁽³⁾ CPFIS Investors, SRS Investors and other investors who hold Units through finance companies or Depository Agents will receive notification letter(s) from their respective CPF Agent Banks, SRS Agent Banks, finance companies and Depository Agents. Such investors should refer to those notification letter(s) for details of the last date and time (which may be earlier than the Closing Date) to reply to their respective CPF Agent Banks, SRS Agent Banks, finance companies and Depository Agents in order to accept the Offer.

LETTER TO UNITHOLDERS

DELOITTE & TOUCHE CORPORATE FINANCE PTE LTD

(Incorporated in the Republic of Singapore)
(Company Registration No. 200200144N)

25 October 2017

To: The Unitholders of Indiabulls Properties Investment Trust

Dear Sir / Madam,

VOLUNTARY UNCONDITIONAL CASH OFFER BY DTCF FOR AND ON BEHALF OF THE OFFEROR

1. INTRODUCTION

- 1.1 Offer Announcement.** On 11 October 2017, DTCF announced, for and on behalf of the Offeror, an indirect wholly-owned subsidiary of IBREL, that the Offeror intends to make a voluntary unconditional cash offer for all of the Offer Units.

A copy of the Offer Announcement is available on the website of the SGX-ST at www.sgx.com.

- 1.2 Offer Document.** This Offer Document contains the formal Offer by DTCF, for and on behalf of the Offeror, to acquire all the Offer Units. **Please read this Offer Document carefully.**

2. THE OFFER

- 2.1 Offer.** Subject to the terms and conditions set out in this Offer Document, for and on behalf of the Offeror, DTCF hereby makes the Offer for all the Offer Units, in accordance with Section 139 of the SFA and the Code.

- 2.2 Offer Units.** The Offeror will make the Offer for all the Units not already owned, controlled or agreed to be acquired by the Offeror, its related corporations or their respective nominees (the “Offer Units”).

- 2.3 Offer Price.** The price for each Offer Unit (the “Offer Price”) will be as follows:

For each Offer Unit: S\$0.90 in cash.

The Offer Price is final and the Offeror does not intend to revise the Offer Price.

- 2.4 No Encumbrances.** The Offer Units will be acquired:

- (i) fully paid;
- (ii) free from any Encumbrances; and
- (iii) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions announced, declared, paid or made by IPIT on or after the Offer Announcement Date.

- 2.5 Adjustment for Distributions.** In the event any Distribution is declared, paid or made by IPIT in respect of the Offer Units on or after the Offer Announcement Date to an Accepting Unitholder, the Offer Price payable to such Accepting Unitholder shall be reduced by an amount which is equal to the amount of such Distribution, depending on when the settlement date in respect of the Offer Units tendered in acceptance of the Offer by the Accepting Unitholder falls, as follows:

LETTER TO UNITHOLDERS

2.5.1 if such settlement date falls on or before the books closure date for the determination of entitlements to the Distribution (the “**Books Closure Date**”), the Offer Price for each Offer Unit shall remain unadjusted and the Offeror shall pay the Accepting Unitholder the unadjusted Offer Price for each Offer Unit, as the Offeror will receive the Distribution in respect of such Offer Unit from IPIT; or

2.5.2 if such settlement date falls after the Books Closure Date, the Offer Price for each Offer Unit shall be reduced by an amount which is equal to the amount of the Distribution in respect of each Offer Unit (the Offer Price after such reduction, the “**Adjusted Offer Price**”) and the Offeror shall pay the Accepting Unitholder the Adjusted Offer Price for each Offer Unit, as the Offeror will not receive the Distribution in respect of such Offer Unit from IPIT.

2.6 No Extension of Closing Date. The Offer is open for acceptance by the Unitholders for 28 days from the Despatch Date, unless the Offer is withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder. **Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 22 November 2017, being the Closing Date. Notice is hereby given, pursuant to Rule 22.6 of the Code, that the Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date.**

2.7 No Conditions. The Offer is unconditional in all respects.

2.8 No Options. As at the Latest Practicable Date, based on the latest information available to the Offeror, there are no outstanding options exercisable in respect of the Units.

2.9 Warranty. A Unitholder who tenders his Offer Units in acceptance of the Offer will be deemed to unconditionally and irrevocably warrant that he sells such Offer Units as or on behalf of the beneficial owner(s) thereof (i) fully paid; (ii) free from all Encumbrances; and (iii) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by IPIT in respect of the Offer Units on or after the Offer Announcement Date.

3. DETAILS OF THE OFFER

Appendix 1 to this Offer Document sets out further details on (i) the duration of the Offer; (ii) the settlement of the consideration for the Offer; and (iii) the requirements relating to the announcement of the level of acceptances of the Offer.

4. PROCEDURES FOR ACCEPTANCE

Appendix 2 to this Offer Document sets out the procedures for acceptance of the Offer by a Unitholder.

5. DESCRIPTION OF THE OFFEROR AND IBREL

5.1 The Offeror. The Offeror is a company incorporated in Cyprus on 29 December 2008. Its principal activities are the provision of construction (including construction of infrastructure like roads and bridges) and construction planning services and advisory services related thereto. The Offeror is an indirect wholly-owned subsidiary of IBREL. The director of the Offeror is Hamervate Limited.

As at the Latest Practicable Date, the Offeror and parties acting in concert with the Offeror (including the Farallon Group) hold in aggregate 736,082,671 Units, representing approximately 97.62 per cent. of the total Units.¹

Appendix 3 to this Offer Document sets out additional information on the Offeror.

¹ For the purposes of the Offer, the Farallon Group is presumed to be acting in concert with the Offeror. Please see **Section 7.4** of this Offer Document for more information.

LETTER TO UNITHOLDERS

- 5.2 IBREL.** IBREL is a company incorporated in India, the securities of which are listed on the following stock exchanges: (i) equity shares are listed on BSE Limited and National Stock Exchange of India Limited, and (ii) global depository receipts are listed on the Luxembourg Stock Exchange. The businesses that IBREL is engaged in either directly or through its subsidiaries include, *inter alia*, construction and development of properties, project management, advisory and construction services, real estate development, consultancy services on engineering, industrial and technical matters to various industries such as companies engaged in construction-development of real estate, etc..

As at the Latest Practicable Date, the directors of IBREL are Mr. Sameer Gehlaut, Mr. Narendra Gehlaut, Mr. Gurbans Singh, Mr. Vishal Damani, Justice (Retd) Bisheshwar Prasad Singh, Justice (Retd) Gyan Sudha Misra, Mr. Shamsher Singh Ahlawat and Brig. Labh Singh Sitara.

Appendix 4 to this Offer Document sets out additional information on IBREL.

6. DESCRIPTION OF THE TRUST

IPIT is a registered business trust constituted under the trust deed dated 7 May 2008 (as amended by a first supplemental deed dated 29 May 2008) (the “**Trust Deed**”) and registered pursuant to the Business Trusts Act, with Indiabulls Property Management Trustee Pte. Ltd. as its trustee-manager. The Trust Deed is governed by the laws of the Republic of Singapore. The Trustee-Manager is under a duty to take into custody and hold the assets of IPIT on trust for and on behalf of the Unitholders.

IPIT was formally admitted to the official list of the SGX-ST on 11 June 2008.

The principal activities of IPIT are to achieve competitive long term returns by investing, either directly or indirectly, primarily in income-producing properties globally, with at least the majority comprising income-producing commercial/hospitality space; acquiring and/or developing properties globally (with at least the majority of IPIT’s assets comprising commercial/hospitality space) and either holding or selling all or a portion of developed properties upon completion and investing in real-estate related assets in connection with the foregoing.

As at the Latest Practicable Date, the directors of the Trustee-Manager are Mr. Gurbachan Singh, Mr. Sri Murali s/o Sinnothei Renganathan, Mr. Mehul Charles Christopher Johnson, Ms. Savita Singh and Mr. Kubeir Khera.

Appendix 5 to this Offer Document sets out additional information on IPIT.

7. IRREVOCABLE UNDERTAKING

- 7.1 Irrevocable Undertaking.** As at the Latest Practicable Date, FIM has provided an irrevocable undertaking (the “**Irrevocable Undertaking**”) to the Offeror pursuant to which FIM, *inter alia*, will, and shall procure that each of the funds or entities managed by Farallon Capital Management LLC or its affiliates holding Units (collectively, the “**Farallon Group**”) will, tender or procure to tender all the Units that the Farallon Group holds or controls in aggregate as at the date of the Irrevocable Undertaking and any other Units which any member of the Farallon Group may subsequently acquire (directly or indirectly or through a nominee) after the date of the Irrevocable Undertaking in acceptance of the Offer by not later than 5 p.m. (Singapore time) on the fifth Business Day after the Despatch Date.

As at the Latest Practicable Date, the Farallon Group holds in aggregate 321,776,468 Units (the “**Farallon Units**”), representing approximately 42.67 per cent. of the total Units and approximately 94.72 per cent. of the Offer Units.

LETTER TO UNITHOLDERS

Based on the Irrevocable Undertaking, details of the Farallon Group and the number of Units to be tendered in acceptance of the Offer by each member of Farallon Group pursuant to the Irrevocable Undertaking are as follows:

Name of Member of Farallon Group	No. of Units	Percentage of Issued Units (%)
Dazbog Holdings AFC Limited	6,034,470	0.80
Dazbog Holdings BFC Limited	5,410,215	0.72
Dazbog Holdings CFC Limited	1,456,596	0.19
Dazbog Holdings MFC Limited	1,456,596	0.19
Dazbog Holdings UFC Limited	624,256	0.08
Farallon Special Situations Partners II LP	5,826,385	0.77
FIM Ltd	300,967,950	39.91
Total	321,776,468	42.67

7.2 Payment Arrangements in respect of FIM. Pursuant to the terms of the Irrevocable Undertaking given by FIM, FIM has agreed that in respect of the aggregate Offer Price of S\$270,871,155 for the 300,967,950 Units held by FIM:

7.2.1 an amount of S\$106,765,156.32 shall be paid in cash within seven Business Days of such Units being tendered in accordance with this Offer Document; and

7.2.2 an amount of S\$164,105,998.68, being the remainder of the aggregate Offer Price for the Units held by FIM, (the “**Deferred Offer Price**”) shall be satisfied by the issuance of a promissory note by the Offeror to FIM (the “**Promissory Note**”).

In addition, the IBREL Group and FIM have entered into certain credit support arrangements to secure the payment by the Offeror of the Deferred Offer Price to FIM (the “**Credit Support Arrangements**”).

Further details in respect of the Promissory Note and the Credit Support Arrangements are set out in **Appendix 7** to this Offer Document.

7.3 Termination. The Irrevocable Undertaking will terminate or lapse upon earlier of:

7.3.1 the Offer being withdrawn or lapsing for whatever reason;

7.3.2 the Offeror failing to release the Offer Announcement within three business days from the date of the Irrevocable Undertaking, or such other date as may be extended by the mutual agreement of the Offeror and FIM, subject to the requirements of the Code; and

7.3.3 the Offer not being formally made by the Offeror (by the posting of this Offer Document) within the time period prescribed under the Code (or such other date as the SIC may permit).

7.4 SIC Rulings. Pursuant to an application made by the Offeror to the SIC to seek certain rulings in relation to the Offer, the SIC has ruled that:

7.4.1 the Irrevocable Undertaking, the Promissory Note and the Credit Support Arrangements do not constitute special deals for the purposes of Rule 10 of the Code; and

7.4.2 the Offeror, IBREL and parties acting in concert with them (on the one hand) and the Farallon Group (on the other hand) would be regarded as parties acting in concert with respect to IPIT by virtue of the Irrevocable Undertaking, the Promissory Note and the Credit Support Arrangements.

LETTER TO UNITHOLDERS

8. RATIONALE FOR THE OFFER

- 8.1 The 2016 Offer.** On 27 April 2016, Grapene, an indirect wholly-owned subsidiary of IBREL, had made a mandatory unconditional cash offer for all the Units, other than those already owned, controlled or acquired by Grapene, its related corporations or their respective nominees as at the date of the offer, at an offer price of S\$0.25 per Unit (the **"2016 Offer"**). As at the close of the 2016 Offer on 22 June 2016, Grapene and parties acting in concert with Grapene owned or controlled an aggregate of 414,306,203 Units, representing approximately 54.95 per cent. of the total number of Units. As a result of the 2016 Offer and taking into account the number of Units held by the Farallon Group as at the close of the 2016 Offer, the number of Units held by the public is approximately 2.38 per cent. and is below the required minimum public float requirement of 10 per cent. (the **"Unitholding Requirement"**) set out in the Listing Manual. Accordingly, trading in the Units has been suspended by the SGX-ST since 23 June 2016 (the **"Suspension of Trading"**).
- 8.2 Intention to Delist and Privatise IPIT.** The Offeror is making the Offer with a view to delist and privatise IPIT. The Offeror is of the view that the delisting and privatisation of IPIT will provide the Offeror and IPIT with the flexibility to manage and develop the existing investments of IPIT while exploring opportunities without the regulatory and compliance requirements associated with its listed status on the SGX-ST.
- 8.3 Opportunity for Unitholders to Exit their Investment at an Attractive Valuation.** The Offer Price represents a premium of approximately 252.9 per cent. over the last transacted price per Unit of S\$0.255 on 21 June 2016, being the last full trading day of the Units on the SGX-ST preceding the Suspension of Trading (the **"Last Trading Day"**).

The Offer Price represents a premia of approximately 259.7 per cent., 284.3 per cent. and 285.3 per cent. over the VWAP of the Units for the one-month, three-month and six-month periods up to and including the Last Trading Day, respectively. The Offer represents a clean cash exit opportunity for Unitholders to realise their entire investment in the Units at a premium over the historical traded prices of the Units without incurring brokerage or other trading costs, an opportunity that would otherwise not be available due to the Suspension of Trading.

9. THE OFFEROR'S INTENTIONS IN RELATION TO THE TRUST

- 9.1 The Offeror's Future Plans for the Trust.** The Offeror intends for IPIT to continue its existing business activities and there are currently no plans to (i) introduce any major changes to the business of IPIT or the operations of any of its subsidiaries; (ii) re-deploy any of the fixed assets of IPIT; or (iii) discontinue the employment of any of the existing employees of IPIT or its subsidiaries, other than in the ordinary course of business.

Separately, IBREL is considering the possibility of restructuring its business by segregating its commercial and leasing business segment (which may or may not involve the assets of IPIT) from its residential business segment (the **"Potential Restructuring"**), and has formed a committee comprising some of its directors and officers (the **"Restructuring Committee"**) to study the Potential Restructuring.

As at the Latest Practicable Date, no decision on the structure or implementation of the Potential Restructuring has been made, and there is no certainty that the Potential Restructuring will be effected. However, the Offeror retains the flexibility at any time to consider any options or opportunities in relation to IPIT which may present themselves and which the Offeror may regard to be in the best interests of IPIT.

Further details in respect of the Potential Restructuring are set out in **Paragraph 1.2 of Appendix 8** to this Offer Document.

LETTER TO UNITHOLDERS

- 9.2 Compulsory Acquisition and Listing Status of IPIT.** Pursuant to Section 40A(1) of the Business Trusts Act, if the Offeror receives valid acceptances pursuant to the Offer or acquires Offer Units during the Offer Period otherwise than through valid acceptances of the Offer, in respect of not less than 90 per cent. of the Offer Units, the Offeror will be entitled to exercise the right to compulsorily acquire all the Units of the Unitholders who have not accepted the Offer ("**Non-Assenting Unitholders**") on the same terms as those offered under the Offer.

The Farallon Units represent 94.72 per cent. of the Offer Units. Accordingly, upon the tendering of the Farallon Units in acceptance of the Offer, the Offeror will be entitled, and intends, to exercise its right to compulsorily acquire all the Offer Units not acquired under the Offer. The Offeror will then proceed to delist IPIT from the SGX-ST.

If, for whatever reason, the Offeror is unable to exercise the right to compulsorily acquire all the Offer Units not acquired under the Offer, the Offeror and parties acting in concert with the Offeror do not intend to take or support any action to be taken to meet the Unitholding Requirement or maintain the present listing status of IPIT. Accordingly, the Offeror and parties acting in concert with the Offeror do not intend to place out any Units held by the Offeror and parties acting in concert with the Offeror to members of the public to meet the Unitholding Requirement and the Suspension in Trading will continue. It should be noted that under Rule 724 of the Listing Manual, the SGX-ST may delist IPIT, if the proportion of Units held by members of the public is not raised to at least 10 per cent. within a certain period of time.

- 9.3 Non-Assenting Unitholders' Right.** In addition, Non-Assenting Unitholders have the right, under and subject to Section 40A(4) of the Business Trusts Act, to require the Offeror to acquire their Units at the Offer Price in the event that the Offeror or its nominees acquire, pursuant to the Offer, such number of Offer Units which, together with the Units held by the Offeror, its related corporations and/or their respective nominees, comprise 90 per cent. or more of the total number of Units. Non-Assenting Unitholders who wish to exercise such rights are advised to seek their own independent legal advice.

10. FINANCIAL ASPECTS OF THE OFFER

- 10.1 Offer Price.** The Offer Price represents the following premia over the historical traded prices of the Units:

Description	Benchmark Price ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾ (S\$)	Premium over Benchmark Price (%)
Last traded price of the Units on the Last Trading Day	0.2550	252.9
VWAP of the Units for the one-month period up to and including the Last Trading Day	0.2502	259.7
VWAP of the Units for the three-month period up to and including the Last Trading Day	0.2342	284.3
VWAP of the Units for the six-month period up to and including the Last Trading Day	0.2336	285.3
VWAP of the Units for the 12-month period up to and including the Last Trading Day	0.2336	285.3

Notes:

- ⁽¹⁾ Based on data extracted from Bloomberg L.P.
- ⁽²⁾ Rounded to the nearest four decimal places.
- ⁽³⁾ Adjusted for the purposes of consolidation of the Units.
- ⁽⁴⁾ Last traded price is as of 21 June 2016, being the Last Trading Day.

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11. CONFIRMATION OF FINANCIAL RESOURCES

DTCF, as financial adviser to the Offeror, confirms that sufficient financial resources are available to the Offeror to satisfy in full all acceptances of the Offer by the holders of Offer Units on the basis of the Offer Price (excluding the Deferred Offer Price in respect of the Units to be tendered by FIM in acceptance of the Offer).

12. DISCLOSURE OF UNITHOLDINGS, DEALINGS AND OTHER ARRANGEMENTS

12.1 Holdings of and Dealings in Trust Securities. As at the Latest Practicable Date, save as publicly disclosed on SGXNET and in this Offer Document (including in **Appendix 7** to this Offer Document), none of the Offeror or parties acting in concert with it:

12.1.1 own, control or have agreed to acquire any Trust Securities; or

12.1.2 have dealt for value in any Trust Securities during the Relevant Period.

12.2 Other Arrangements. As at the Latest Practicable Date, save as publicly disclosed on SGXNET and in this Offer Document (including in **Appendix 6** to this Offer Document), none of the Offeror and parties acting in concert with it have:

12.2.1 entered into any arrangement of the kind referred to in Note 7 on Rule 12 of the Code with any person, including any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to any Trust Securities which may be an inducement to deal or refrain from dealing;

12.2.2 received any irrevocable commitment (other than the Irrevocable Undertaking) to accept the Offer in respect of any Trust Securities;

12.2.3 granted any security interest in respect of any Trust Securities in favour of any other person, whether through a charge, pledge or otherwise;

12.2.4 borrowed any Trust Securities from any other person (excluding borrowed Trust Securities which have been on-lent or sold); or

12.2.5 lent any Trust Securities to any other person.

13. OVERSEAS UNITHOLDERS

13.1 Overseas Unitholders. This Offer Document, the FAA and/or any related documents do not constitute an offer to sell or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Offer Document, the FAA and/or any related documents in any jurisdiction in contravention of applicable law.

For the avoidance of doubt, the Offer is open to all Unitholders, including those to whom this Offer Document, the FAA and/or any related documents may not be sent.

The availability of the Offer to Overseas Unitholders may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Unitholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

13.2 Copies of Documents. Where there are potential restrictions on sending this Offer Document, the FAA and/or any related documents to any overseas jurisdictions, the Offeror and DTCF each reserves the right not to send this Offer Document, the FAA and/or any related documents to such overseas jurisdictions. Any affected Overseas Unitholder may nonetheless obtain copies of this Offer Document, the FAA and/or any related documents during normal business hours from CDP at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Alternatively, an affected

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Overseas Unitholder may write to CDP at Robinson Road Post Office P.O. Box 1984, Singapore 903934 to request for this Offer Document, the FAA and/or any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to five Market Days prior to the Closing Date.

13.3 Overseas Jurisdiction. It is the responsibility of any Overseas Unitholder who wishes to accept the Offer to satisfy himself as to the full observance of the laws of the relevant jurisdictions in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements. Such Overseas Unitholder shall be liable for any such taxes, imposts, duties or other requisite payments payable in such jurisdictions and the Offeror, its related corporations, DTCF, CDP, the Registrar and/or any other person acting on its behalf shall be fully indemnified and held harmless by such Overseas Unitholders for any such taxes, imposts, duties or other requisite payments as the Offeror, its related corporations, DTCF, CDP, the Registrar and/or any other person acting on its behalf may be required to pay. In (i) requesting for this Offer Document, the FAA and/or any related documents and (ii) accepting the Offer, the Overseas Unitholder represents and warrants to the Offeror and DTCF that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements. If any Unitholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction.

13.4 Notice. The Offeror and DTCF each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all of the Unitholders (including Overseas Unitholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore, in which case, such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Unitholder (including an Overseas Unitholder) to receive or see such announcement or advertisement.

14. GENERAL

14.1 Valid Acceptances. The Offeror and DTCF each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated herein or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions herein and instructions printed in the FAA.

14.2 Information Pertaining to CPFIS Investors and SRS Investors. CPFIS Investors and SRS Investors should receive further information on how to accept the Offer from their respective CPF Agent Banks and SRS Agent Banks. CPFIS Investors and SRS Investors are advised to consult their respective CPF Agent Banks and SRS Agent Banks should they require further information, and if they are in any doubt as to the action they should take, CPFIS Investors and SRS Investors should seek independent professional advice. CPFIS Investors and SRS Investors who wish to accept the Offer are to reply to their respective CPF Agent Banks and SRS Agent Banks by the deadline stated in the letter from their respective CPF Agent Banks and SRS Agent Banks, which may be earlier than the Closing Date.

CPFIS Investors and SRS Investors who validly accept the Offer through appropriate intermediaries will receive the Offer Price payable in respect of their Offer Units in their respective CPF investment accounts and SRS investment accounts.

14.3 Governing Law and Jurisdiction. The Offer, this Offer Document, the FAA and any related documents, all acceptances of the Offer and the exercise thereof, and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. Each of the Offeror and the Accepting Unitholders submit to the non-exclusive jurisdiction of the Singapore courts.

14.4 No Third Party Rights. Unless expressly provided to the contrary in this Offer Document and/or the FAA, a person who is not a party to any contracts made pursuant to the Offer, this Offer Document and/or the FAA has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term herein, the

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consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

- 14.5 Accidental Omission.** Accidental omission to despatch this Offer Document, the FAA or any notice or announcement required to be given under the terms of the Offer or any failure to receive the same by any person to whom the Offer is made or should be made, shall not invalidate the Offer in any way.
- 14.6 Independent Advice.** DTCF is acting for and on behalf of the Offeror and does not purport to advise the Unitholders or any other person. In preparing the letter to Unitholders on behalf of the Offeror, DTCF has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any Unitholder. The views of the IPIT Independent Directors on the Offer and the independent financial adviser to the IPIT Independent Directors on the Offer will be made available to Unitholders in due course and in any event, they are required under the Code to despatch their views within 14 days after the posting of this Offer Document. Unitholders may wish to consider their advice before taking any action in relation to the Offer.
- 14.7 General Information.** Appendix 8 to this Offer Document sets out additional general information relating to the Offer.

15. RESPONSIBILITY STATEMENT

The director of the Offeror and the directors of IBREL (including any director who may have delegated detailed supervision of this Offer Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and that no material facts have been omitted from this Offer Document. The director of the Offeror and the directors of IBREL jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, in relation to IPIT, its subsidiaries or the Trustee-Manager), the sole responsibility of the directors of the Offeror and IBREL has been to ensure, through reasonable enquiries, that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Offer Document.

Yours faithfully,
Deloitte & Touche Corporate Finance Pte Ltd

For and on behalf of
Brenformexa Limited
25 October 2017

Any inquiries relating to this Offer Document or the Offer should be directed during office hours to the following:

Deloitte & Touche Corporate Finance Pte Ltd

Koh Soon Bee

Executive Director
Tel: (65) 6531 5000
Fax: (65) 6223 8539

Rishit Kagdada

Associate Director
Tel: (65) 6531 5023
Fax: (65) 6223 8539

APPENDIX 1 – DETAILS OF THE OFFER

1. DURATION OF THE OFFER

The Offer is open for acceptance by the Unitholders for 28 days from the Despatch Date, unless the Offer is withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder. **Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 22 November 2017, being the Closing Date. Notice is hereby given, pursuant to Rule 22.6 of the Code, that the Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date.**

2. SETTLEMENT FOR THE OFFER

Subject to the receipt by the Offeror from Accepting Unitholders of valid acceptances and all relevant documents required by the Offeror which are complete in all respects and in accordance with such requirements as may be stated in this Offer Document and the FAA and the receipt by the Offeror of a confirmation satisfactory to it that the relevant number of Offer Units tendered by the accepting Depositor in acceptance of the Offer are standing to the credit of the “Free Balance” of the Depositor’s Securities Account at the relevant time, then pursuant to Rule 30 of the Code, remittances in the form of S\$ cheques for the aggregate Offer Price in respect of the Offer Units validly tendered in acceptance of the Offer will be despatched to the Accepting Unitholders by ordinary post, at the risk of the Accepting Unitholders or in such other manner as they may have agreed with CDP for payment of any cash distribution and as soon as practicable and in any case within seven Business Days of the date of such receipt of such acceptances.

3. ANNOUNCEMENTS IN RELATION TO THE OFFER

3.1 Timing and Contents. Pursuant to Rule 28.1 of the Code, by 8.00 a.m. (Singapore time) on the Market Day (the “**Relevant Day**”) immediately after the day on which the Offer is due to expire, or the Offer is revised or extended, the Offeror will announce and simultaneously inform the SGX-ST of the total number of Units (as nearly as practicable):

3.1.1 for which valid acceptances of the Offer have been received;

3.1.2 held by the Offeror and any persons acting in concert with the Offeror prior to the commencement of the Offer Period (as defined under the Code); and

3.1.3 acquired or agreed to be acquired by the Offeror and any persons acting in concert with the Offeror during the Offer Period (as defined under the Code),

and will specify the respective percentages of the total number of Offer Units represented by such numbers.

3.2 Valid Acceptances for Offer Units. Subject to **Section 14.1** of the Letter to Unitholders in this Offer Document, in computing the number of Offer Units represented by acceptances, the Offeror will, at the time of making an announcement, take into account acceptances which are valid in all respects.

3.3 Announcements. In this Offer Document, references to the making of any announcement or the giving of a notice by the Offeror include the release of an announcement by DTCF or advertising agents for and on behalf of the Offeror to the press or the delivery of or transmission by telephone, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified simultaneously to the SGX-ST.

4. ACCEPTANCES IRREVOCABLE

Acceptances of the Offer shall be irrevocable.

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE OF THE OFFER

1. THE OFFER

1.1 Depositors

1.1.1 Depositors whose Securities Accounts are credited with Offer Units. If you have Offer Units standing to the credit of the “Free Balance” of your Securities Account, you should receive this Offer Document together with an FAA. If you do not receive an FAA, you may obtain a copy, upon production of satisfactory evidence that you are a Unitholder, from CDP at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**.

1.1.2 Acceptance. If you wish to accept the Offer in respect of all or any of your Offer Units, you should:

(i) complete the FAA in accordance with this Offer Document and the instructions printed on the FAA. In particular, you must state in **Part A** on page 1 of the FAA the number of Offer Units in respect of which you wish to accept the Offer. If you:

(a) do not specify such number; or

(b) specify a number which exceeds the number of Offer Units standing to the credit of the “Free Balance” of your Securities Account **as at 5.00 p.m. (Singapore time) on the Date of Receipt or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date,**

you shall be deemed to have accepted the Offer in respect of all the Offer Units already standing to the credit of the “Free Balance” of your Securities Account **as at 5.00 p.m. (Singapore time) on the Date of Receipt or 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date);**

(ii) sign the FAA in accordance with this **Appendix 2** and the instructions printed on the FAA; and

(iii) deliver the completed and signed FAA in its entirety (no part may be detached or otherwise mutilated):

(a) by hand to **Brenformexa Limited c/o The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**; or

(b) by post, in the enclosed pre-addressed envelope at your own risk, to **Brenformexa Limited c/o The Central Depository (Pte) Limited at Robinson Road Post Office, P.O. Box 1984, Singapore 903934,**

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the pre-addressed envelope enclosed with the FAA. It is your responsibility to affix adequate postage on the said envelope.

If you are a Depository Agent, you may accept the Offer via Electronic Acceptance. Such Electronic Acceptance must be submitted **not later than 5.30 p.m. (Singapore time) on the Closing Date**. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf. Electronic Acceptances submitted will be deemed irrevocable and subject to each of the terms and conditions contained in the FAA and this Offer Document as if the FAA had been duly completed and delivered to CDP.

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE OF THE OFFER

- 1.1.3 General.** No acknowledgement will be given by CDP for submissions of the FAA. All communications, notices, documents and remittances to be delivered or sent to you will be sent by ordinary post at your own risk to your address as it appears in the records of CDP. For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Units credited to your Securities Account. You can verify such number through CDP Online if you have registered for the CDP Internet Access Service, or through CDP Phone Service if you have a T-PIN.
- 1.1.4 Suspense Account.** Upon receipt by CDP, for and on behalf of the Offeror, of the duly completed and signed original of the FAA, CDP will take such measures as it may consider necessary or expedient to prevent any trading of the Offer Units in respect of which you have accepted the Offer during the period commencing on the Date of Receipt and ending on the date of settlement of the Offer Price for such Offer Units (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Offer Units from the “Free Balance” of your Securities Account to a “Suspense Account”). Such Offer Units will be held in the “Suspense Account” until the Offer Price for such Offer Units has been despatched to you.
- 1.1.5 Notification.** If you have accepted the Offer in accordance with the provisions contained in this **Appendix 2** and the FAA, upon the Offeror’s despatch of the consideration for the Offer Units in respect of which you have accepted the Offer, CDP will send you a notification letter stating the number of Offer Units debited from your Securities Account together with payment of the Offer Price by way of a cheque drawn on a bank in Singapore for the appropriate amount, or in such other manner as you may have agreed with CDP for the payment of any cash distributions, at your own risk.
- 1.1.6 No Securities Account.** If you do not have any existing Securities Account in your own name at the time of acceptance of the Offer, your acceptance as contained in the FAA will be rejected.
- 1.1.7 Acceptances received on Saturday, Sunday or public holiday.** For the avoidance of doubt, FAAs received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. GENERAL

- 2.1 Disclaimer.** The Offeror, the Financial Adviser and/or CDP will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through the FAA, which is not entirely in order or which does not comply with the terms of this Offer Document and the FAA or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the FAA is properly completed and executed in all respects and submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror’s related corporations), the Financial Adviser and/or CDP accepts any responsibility or liability for such a decision, including the consequences thereof.
- 2.2 Discretion.** The Offeror and the Financial Adviser each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in this Offer Document or in the FAA, or if made otherwise than in accordance with the provisions of this Offer Document and in the FAA.
- 2.3 Correspondences.** All communications, certificates, notices, documents and remittances to be delivered or sent to you will be sent by ordinary post to your respective addresses as they appear in the records of CDP at the risk of the person entitled thereto (or, for the purposes of remittances only, to such different names and addresses as may be specified by you in the FAA at your own risk).

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE OF THE OFFER

- 2.4 Evidence of Title.** Delivery of the duly completed and signed FAA, together with the other document(s) of title and/or other relevant document(s) required by the Offeror, to the Offeror (or its nominee) and/or CDP, shall be conclusive evidence in favour of the Offeror (or its nominee) and CDP of the right and title of the person signing it to deal with the same and with the Offer Units to which it relates.
- 2.5 Loss in Transmission.** The Offeror, the Financial Adviser and/or CDP, as the case may be, shall not be liable for any loss in transmission of the FAA.
- 2.6 Acceptances Irrevocable.** Except as expressly provided in this Offer Document and the Code, the acceptance of the Offer made by you using the FAA shall be irrevocable and any instructions or subsequent FAA(s) received by CDP after the FAA has been received shall be disregarded.
- 2.7 Personal Data Privacy.** By completing and delivering a FAA, each person (i) consents to the collection, use and disclosure of his personal data by CDP, the Registrar, the SGX-ST, the Offeror, the Financial Adviser and the Trust (the “**Specified Persons**”) for the purpose of facilitating his acceptance of the Offer, and in order for the Specified Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law; and (iii) agrees that he will indemnify the Specified Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX 3 – ADDITIONAL INFORMATION ON THE OFFEROR

1. DIRECTOR

The name, address and description of the sole director of the Offeror as at the Latest Practicable Date is as follows:

Name	Address	Description
Hamervate Limited	77 Strovolos Avenue, Strovolos Center, 3 rd floor 2018 Strovolos, Nicosia, Cyprus	Director

2. PRINCIPAL ACTIVITIES

The Offeror is a company incorporated in Cyprus on 29 December 2008. Its principal activities are the provision of construction (including construction of infrastructure like roads and bridges) and construction planning services and advisory services related thereto. It has an issued and paid-up share capital of 2,000 ordinary shares of par value €1 each. The Offeror is an indirect wholly-owned subsidiary of IBREL.

3. FINANCIAL INFORMATION

Set out below are certain financial information extracted from the Offeror's audited financial statements for FY2015, FY2016 and FY2017.

Summary income statement

	FY2017 (US\$)	FY2016 (US\$)	FY2015 (US\$)
Revenue	–	–	–
Exceptional items	–	–	–
Administration expenses	(4,049)	(4,576)	(5,041)
Operating loss	(4,049)	(4,576)	(5,041)
Other income / costs	11,199	(41)	(414)
Profit / (Loss) before tax	7,150	(4,617)	(5,455)
Tax	–	–	–
Minority interests	–	–	–
Net profit / (loss) for the year	7,150	(4,617)	(5,455)
Net earnings per share	3.58	(2.31)	(2.73)
Net dividends per share	Nil	Nil	Nil

Balance sheet

	As at 31 March 2017 (US\$)
ASSETS	
Non-current assets	95,658,161
Current assets	–
Total assets	95,658,161
EQUITY AND LIABILITIES	
Shareholders' funds	95,630,435
Current liabilities	27,726
Total equity and liabilities	95,658,161

APPENDIX 3 – ADDITIONAL INFORMATION ON THE OFFEROR

4. MATERIAL CHANGES IN FINANCIAL POSITION

Save as a result of the making and financing of the Offer and/or as disclosed in any information on the Offeror which is publicly available (including without limitation, the announcements released by the Trust on the SGX-ST), as at the Latest Practicable Date, there have been no known material changes in the financial position of the Offeror since 31 March 2017, being the date of the last audited accounts of the Offeror laid before the shareholders of the Offeror in general meeting.

5. SIGNIFICANT ACCOUNTING POLICIES

The audited financial statements of the Offeror for FY2017 have been prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and the requirements of Cyprus Companies Law, Cap. 113.

The significant accounting policies of the Offeror which are disclosed in Note 2 of the Offeror's audited financial statements for FY2017 are reproduced in **Appendix 9** to this Offer Document.

6. CHANGES IN ACCOUNTING POLICIES

As at the Latest Practicable Date, there has been no change in the accounting policies of the Offeror which will cause the figures set out in **Paragraph 3** of this **Appendix 3** to be not comparable to a material extent.

7. REGISTERED OFFICE

The registered office of the Offeror is situated at Strovolou 77, Strovolos Center, Flat 204, 2018 Strovolos, Nicosia, Cyprus.

APPENDIX 4 – ADDITIONAL INFORMATION ON IBREL

1. DIRECTORS

The names, addresses and descriptions of the directors of IBREL as at the Latest Practicable Date are as follows:

Name	Address	Description
Mr. Sameer Gehlaut	Indiabulls Finance Centre, Tower 1, 18th Floor, Elphinstone Road, Mumbai – 400013, Maharashtra, India	Chairman and Non-Executive Promoter Director
Mr. Narendra Gehlaut	H No. 875, Sector 17B, Gurgaon 122001, Haryana, India	Vice-Chairman and Executive Director
Mr. Gurbans Singh	C-552, 2nd Floor, Defence Colony, New Delhi – 110024, Delhi, India	Joint Managing Director
Mr. Vishal Damani	Deora Bhavan, Tejpal Scheme, Main Road, Vile Parle (E), Mumbai – 400057, Maharashtra, India	Joint Managing Director
Justice (Retd) Bisheshwar Prasad Singh	H. No. 7, S/F, Block – A, Neeti Bagh, New Delhi – 110016, Delhi, India	Independent Director
Justice (Retd) Gyan Sudha Misra	House no D 78, Panchsheel Enclave, New Delhi – 110017, Delhi, India	Independent Director
Mr. Shamsheer Singh Ahlawat	96A, East Avenue, Sanik Farm, Khanpur, New Delhi – 110062, Delhi, India	Independent Director
Brig. Labh Singh Sitara	H. No. 50, New Officer's Colony, Patiala – 147001, Punjab, India	Independent Director

2. PRINCIPAL ACTIVITIES

IBREL is engaged in the businesses, *inter alia*, of construction and development of properties, project management, advisory and construction services, real estate development, consultancy services on engineering, industrial and technical matters to various industries including companies engaged in construction-development of real estate etc., either directly or through its subsidiaries.

3. FINANCIAL INFORMATION

Set out below are certain financial information extracted from IBREL's annual reports for FY2015, FY2016 and FY2017 and IBREL's unaudited consolidated financial statements for the three months ended 30 June 2017 ("1Q2018"). Such financial information should be read in conjunction with the relevant financial statements, and the accompanying notes as set out therein.

APPENDIX 4 – ADDITIONAL INFORMATION ON IBREL

Summary consolidated income statement

	1Q2018 (INR '000,000)	FY2017 (INR '000,000)	FY2016 (INR '000,000)	FY2015 (INR '000,000)
Revenue	10,968.44	28,442.99	30,966.64	27,366.08
Expenses	8,884.96	23,072.11	26,323.50	23,842.35
Exceptional items	–	–	–	–
Profit before tax and share of profit from associates	2,083.49	5,370.88	4,643.14	3,523.73
Tax expense	557.81	1,826.15	1,418.41	795.26
Profit after tax and share of profit from associates	1,525.68	3,544.73	3,224.73	2,728.47
Share of profit / (loss) from associates	–	22.01	(11.41)	(13.88)
Net profit for the period / year	1,525.68	3,566.74	3,213.32	2,714.59
Net profit attributable to:				
Owners of the Holding Company	1,730.85	3,968.91	2,960.64	2,480.81
Non-controlling interests	(205.17)	(402.18)	252.69	233.78
Earnings per equity share				
Basic	3.33	8.66	7.26	5.84
Diluted	3.29	8.60	7.25	5.83
Face value per equity share	2.00	2.00	2.00	2.00
Net dividends per equity share	–	–	–	–

Consolidated balance sheet

	As at 30 June 2017 (INR '000,000) (Unaudited)	As at 31 March 2017 (INR '000,000) (Audited)
I ASSETS		
Non-current assets		
Property, plant and equipment	1,241.17	1,286.55
Capital work-in-progress	–	9.60
Investment property	36,512.51	36,578.16
Other intangible assets	6.62	5.53
Financial assets		
Investments	2,968.71	3,420.14
Loans	688.84	623.75
Other financial assets	50.11	62.69
Deferred tax assets	3,390.05	3,780.37
Non-current tax assets	3,239.26	3,148.79
Other non-current assets	1,788.95	1,704.59
Total of non-current assets	49,886.22	50,620.17
Current assets		
Inventories	77,904.11	78,286.25
Financial assets		
Investments	9,944.32	5,332.11
Trade receivables	42,811.13	38,242.29
Cash and cash equivalents	2,766.43	3,525.20
Other bank balances	2,129.17	1,974.98
Loans	1,369.59	1,682.72
Other financial assets	26.23	11.94
Current tax assets (net)	49.85	–
Other current assets	6,461.56	6,000.35
Total of current assets	143,462.39	135,055.83
Total of assets	193,348.61	185,676.00

APPENDIX 4 – ADDITIONAL INFORMATION ON IBREL

	As at 30 June 2017 (INR '000,000) (Unaudited)	As at 31 March 2017 (INR '000,000) (Audited)
II EQUITY AND LIABILITIES		
Equity		
Equity share capital	930.30	871.83
Other equity	47,390.30	39,558.06
Total of equity (for owners of parent)	48,320.60	40,429.89
Non-controlling interests	6,477.50	7,108.94
Total of equity	54,798.10	47,538.83
Liabilities		
Non-current liabilities		
Financial liabilities		
Borrowings	71,294.36	74,917.43
Trade payables	3,166.16	3,182.68
Other financial liabilities	2,035.10	3,696.04
Provisions	80.92	78.94
Deferred tax liabilities	133.82	0.00
Other non-current liabilities	2,016.30	2,313.91
Total of non-current liabilities	78,726.66	84,189.01
Current liabilities		
Financial liabilities		
Borrowings	14,530.00	5,080.00
Trade payables	3,987.12	3,093.72
Other financial liabilities	14,215.50	20,211.59
Other current liabilities	25,353.54	24,174.30
Provisions	13.06	13.20
Current tax liabilities (net)	1,724.63	1,375.35
Total of current liabilities	59,823.85	53,948.16
Total of equity and liabilities	193,348.61	185,676.00

4. MATERIAL CHANGES IN FINANCIAL POSITION

Save as a result of the making and financing of the Offer, as disclosed in the audited consolidated financial statements of IBREL for FY2017 or the unaudited consolidated financial statements of IBREL for 1Q2018, and/or any information on IBREL which is publicly available (including without limitation, the announcements released by IBREL on the website of BSE Limited and/or the National Stock Exchange of India Limited), as at the Latest Practicable Date, there have been no material changes to the financial position of IBREL since 31 March 2017, being the date of the last audited accounts of IBREL laid before the shareholders of IBREL in general meeting.

5. SIGNIFICANT ACCOUNTING POLICIES

The audited consolidated financial statements of IBREL for FY2017 have been prepared in accordance with the generally accepted accounting principles in India and in compliance with the applicable accounting standards as specified under section 133 of India Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules, 2014 (as amended).

The significant accounting policies of IBREL which are disclosed in Notes 2 to 5 of IBREL's annual report for FY2017 are reproduced in **Appendix 10** to this Offer Document.

APPENDIX 4 – ADDITIONAL INFORMATION ON IBREL

A copy of IBREL's annual report for FY2017 is available on the website of BSE Limited at www.bseindia.com, the website of the National Stock Exchange of India Limited at www.nseindia.com and at the offices of DTCF at 6 Shenton Way, OUE Downtown 2 #33-00, Singapore 068809.

6. CHANGES IN ACCOUNTING POLICIES

The changes in the significant accounting policies of the IBREL Group are set out in the extract of significant accounting policies of the IBREL Group in **Appendix 10**. Save as aforesaid, as at the Latest Practicable Date, there has been no change in the accounting policies of the IBREL Group which will cause the figures set out in **Paragraph 3** of this **Appendix 4** to be not comparable to a material extent.

7. REGISTERED OFFICE

The registered office of IBREL is situated at M – 62 & 63, First Floor, Connaught Place, New Delhi – 110 001, India.

APPENDIX 5 – ADDITIONAL INFORMATION ON THE TRUST AND TRUSTEE-MANAGER

1. DIRECTORS

As at the Latest Practicable Date, based on the latest available information available to the Offeror, the names, addresses and descriptions of the directors of the Trustee-Manager are as follows:

Name	Address	Description
Mr. Gurbachan Singh	14 Toh Avenue Toh Estate Singapore 508040	Chairman & Independent Director
Mr. Sri Murali s/o Sinnothei Renganathan	39 Coronation Road Singapore 269450	Independent Director
Mr. Mehul Charles Christopher Johnson	2802, 28th Floor, Tower 1, Imperial Tower, M P Mills Compound, Tardeo, Mumbai, 400034	Non-Executive Director
Ms. Savita Singh	15-A, Neelima, Police Officers' Quarters, B G Kher Marg Nxt To Malabar Hill Police Station, Malabar Hill, Mumbai 400006	Independent Director
Mr. Kubeir Khera	1202/7, Nri Complex, Seawood Estate Nerul, Navi Mumbai, Thane-4000706	Non-Executive Director

2. SHARE CAPITAL OF TRUSTEE-MANAGER

As at the Latest Practicable Date, based on the latest available information available to the Offeror, the Trustee-Manager has an issued and paid-up share capital of US\$100,000 comprising 100,000 shares in issue and there are no shares held in treasury.

3. UNITS IN IPIT

As at the Latest Practicable Date, based on IPIT's Annual Report for FY2017 released by IPIT on the SGXNET, IPIT has an aggregate of approximately 754,028,697 Units.

4. MATERIAL CHANGES IN FINANCIAL POSITION

To the knowledge of the Offeror, as at the Latest Practicable Date, save as disclosed in any information on the Trust which is publicly available (including without limitation, the announcements released by the Trust on the SGX-ST), there are no material changes in the financial position or prospects of IPIT since the date of the last financial statement laid before the Unitholders in general meeting.

A copy of the audited consolidated financial statements of IPIT for FY2017 is available on the website of SGX-ST at www.sgx.com.

5. REGISTERED OFFICE

The registered office of the Trustee-Manager is at 38 Beach Road, #29-11 South Beach Tower, Singapore 189767.

APPENDIX 6 – DISCLOSURE OF OTHER ARRANGEMENTS

1. PROMISSORY NOTE

- 1.1 The Promissory Note was issued by the Offeror to FIM concurrently with the execution by FIM of its Irrevocable Undertaking, and is expressed to become effective upon the tendering of the Farallon Units in acceptance of the Offer (the **“Farallon Tender Date”**). The Promissory Note sets out the following payment terms:

- 1.1.1 payment of a portion of the Deferred Offer Price of S\$96,532,940.40 shall be due one year from the Farallon Tender Date;
- 1.1.2 payment of the remaining portion of the Deferred Offer Price of S\$67,573,058.28 shall be due two years from the Farallon Tender Date; and
- 1.1.3 there shall be no interest payable by the Offeror in respect of the Deferred Offer Price, unless a payment default occurs under the Promissory Note in which case default interest at a rate of 7.5 per cent. per annum shall accrue on the outstanding amounts not paid by the Offeror.

- 1.2 The Promissory Note further provides for:

- 1.2.1 certain negative covenants and approval rights with respect to the Guarantor Companies (and in respect of IBREL, to a limited extent) agreed between FIM and the Offeror/IBREL relating to, among other things, restrictions on issuances of units or shares, disposals, acquisitions or incurrence of indebtedness save to the extent agreed between the parties in the Promissory Note;
- 1.2.2 information rights of FIM in relation to the Offeror and the Guarantor Companies, save to the extent agreed between the parties in the Promissory Note; and
- 1.2.3 the right of FIM to appoint one director or observer to each of the Guarantor Companies (excluding IBREL) upon (i) the occurrence of an event of default; or (ii) (in the case of the Trustee-Manager and such other Guarantor Companies as may be agreed between the parties) the delisting of IPIT from the Main Board of the SGX-ST.

2. CREDIT SUPPORT ARRANGEMENTS

- 2.1 Details of the Credit Support Arrangements entered into between the IBREL Group and FIM to secure the payment by the Offeror of the Deferred Offer Price to FIM are set out below:

- 2.1.1 a charge in favour of FIM over 273,509,998 Units, representing approximately 36.27 per cent. of the total Units, or such lower number of Units equivalent to 1.5 times the value of the Deferred Offer Price outstanding at any relevant time (the **“Units Charge”**). The Units Charge is expressed to become effective upon the Farallon Tender Date; and
- 2.1.2 corporate guarantees will be provided by the following entities (the **“Guarantor Companies”**) in favour of FIM:
 - (i) IBREL;
 - (ii) IPIT (via the Trustee-Manager);
 - (iii) Indiabulls Property Management Trustee Pte. Ltd.;
 - (iv) M Holdco1 Limited;
 - (v) Ariston Investments Sub A Limited;
 - (vi) M Holdco2 Limited;

APPENDIX 6 – DISCLOSURE OF OTHER ARRANGEMENTS

- (vii) FIM Holdco I Ltd;
- (viii) FIM Holdco II Ltd;
- (ix) M Holdco3 Limited;
- (x) Ariston Investments Sub B Limited; and
- (xi) Navilith Holdings Limited,

as well as such other entities within the IBREL Group as may be agreed between IBREL and FIM.

- 2.2** The corporate guarantee provided by IBREL shall come into effect upon the Farallon Tender Date, while the corporate guarantees in respect of the other Guarantor Companies shall become effective upon the delisting of IPIT from the Main Board of the SGX-ST (or, in the case of each of the other entities within the IBREL Group as may be agreed between IBREL and FIM, on the date its corporate guarantee is entered into).

APPENDIX 7 – DISCLOSURE OF UNITHOLDINGS AND DEALINGS IN UNITS

1. HOLDINGS OF UNITS

As at the Latest Practicable Date, save for the Irrevocable Undertaking, the interests in Units owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with the Offeror are set out below:

Name	Direct Interest		Deemed Interest	
	No. of Units	%	No. of Units	%
Indiabulls Real Estate Limited ⁽¹⁾	–	–	414,306,203	54.95
Brenformexa Limited ⁽²⁾	–	–	334,899,741	44.41
Ceres Estate Limited ⁽³⁾	–	–	334,899,741	44.41
Zeus Buildwell Limited ⁽⁴⁾	–	–	32,923,009	4.37
Dev Property Development Limited ⁽⁵⁾	–	–	79,406,462	10.53
Grapene Limited	301,976,732	40.05	–	–
Ariston Investments Limited	79,406,462	10.53	–	–
Foundvest Limited ⁽⁶⁾	21,835,792	2.90	11,087,217	1.47
Indiabulls Property Management Trustee Pte Ltd	11,087,217	1.47	–	–
Dazbog Holdings AFC Limited	6,034,470	0.80	–	–
Dazbog Holdings BFC Limited	5,410,215	0.72	–	–
Dazbog Holdings CFC Limited	1,456,596	0.19	–	–
Dazbog Holdings MFC Limited	1,456,596	0.19	–	–
Dazbog Holdings UFC Limited	624,256	0.08	–	–
Farallon Special Situations Partners II LP	5,826,385	0.77	–	–
FIM Ltd	300,967,950	39.91	–	–

Notes:

- ⁽¹⁾ Indiabulls Real Estate Limited (“**IBREL**”) has a controlling interest in (i) Dev Property Development Limited (“**DPDL**”), which in turn has a controlling interest in Ariston Investments Limited (“**AIL**”); (ii) Ceres Estate Limited (“**Ceres**”), which has a controlling interest in Brenformexa Limited (“**Brenformexa**”), which in turn has a controlling interest in Grapene Limited (“**Grapene**”) and a deemed interest in the Units held by Indiabulls Property Management Trustee Pte Ltd (“**IPMT**”) and Foundvest Limited (“**Foundvest**”); and (iii) Zeus Buildwell Limited (“**Zeus**”), which in turn has a controlling interest in Foundvest. Therefore, pursuant to section 4 of the SFA, IBREL is deemed interested in the Units held by AIL, Grapene, Foundvest and IPMT.
- ⁽²⁾ Brenformexa has entered into an agreement with Foundvest in relation to the transfer of Units held by Foundvest and IPMT from Foundvest to Brenformexa. However, the transfer of the Units held by each of Foundvest, and IPMT to Brenformexa has not been completed. In addition, Brenformexa has a controlling interest in Grapene. Therefore, pursuant to section 4 of the SFA, Brenformexa is deemed interested in the Units held by Foundvest, IPMT and Grapene.
- ⁽³⁾ Ceres has a controlling interest in Brenformexa, which in turn has a deemed interest in the Units held by Foundvest, IPMT and Grapene. Therefore, pursuant to section 4 of the SFA, Ceres is deemed interested in the Units held by IPMT, Foundvest and Grapene.
- ⁽⁴⁾ Zeus has a controlling interest in Foundvest and pursuant to section 4 of the SFA, is deemed interested in the Units held by Foundvest and IPMT.
- ⁽⁵⁾ DPDL has a controlling interest in AIL and pursuant to section 4 of the SFA, is deemed interested in the Units held by AIL.
- ⁽⁶⁾ Foundvest has the right to have the Units held by IPMT transferred to Foundvest as payment for a dividend declared by IPMT. However, the transfer of Units held by IPMT has not been completed. Therefore, pursuant to section 4 of the SFA, Foundvest is deemed interested in the Units held by IPMT.

2. DEALINGS IN UNITS

None of the Offeror and parties acting in concert with the Offeror dealt in the Units during the Relevant Period.

APPENDIX 8 – GENERAL INFORMATION

1. DISCLOSURE OF INTERESTS

1.1 No Agreement having any Connection with or Dependence upon the Offer. As at the Latest Practicable Date, save for the Irrevocable Undertaking, the Promissory Note, the Credit Support Arrangements and as disclosed in this Offer Document, there is no agreement, arrangement or understanding between (i) the Offeror or any party acting in concert with the Offeror and (ii) any of the current or recent directors of the Trustee-Manager or any of the current or recent Unitholders having any connection with or dependence upon the Offer.

1.2 Transfer of Offer Units. As at the Latest Practicable Date, save as disclosed in this Offer Document, there is no agreement, arrangement or understanding whereby any Offer Units acquired pursuant to the Offer will be transferred to any other person. The Offeror, however, reserves the right to transfer any of the Offer Units to any party acting in concert with the Offeror (excluding the Farallon Group) or for the purpose of granting security in favour of financial institutions which have extended or shall extend credit facilities to it.

In this regard, as stated in **Section 9.1** of the Letter to Unitholders in this Offer Document, the Restructuring Committee is considering and evaluating the Potential Restructuring (which may or may not involve the transfer of some or all of the Units to a new holding company which will be majority-owned by IBREL, with third party investor(s) holding a minority stake). As at the Latest Practicable Date, no decision on the structure or implementation of the Potential Restructuring has been made, and there is no certainty that the Potential Restructuring will be effected.

Details in relation to the formation of the Restructuring Committee and the Potential Restructuring are set out in IBREL's earnings announcement for the three-month period ended 31 March 2017 and is available on the website of BSE Limited at www.bseindia.com and the website of the National Stock Exchange of India Limited at www.nseindia.com.

1.3 No Payment or Benefit to Directors of the Trustee-Manager. As at the Latest Practicable Date, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of the Trustee-Manager or any of its related corporations as compensation for loss of office or otherwise in connection with the Offer.

1.4 No Agreement Conditional upon Outcome of Offer. As at the Latest Practicable Date, save for the Irrevocable Undertaking, the Promissory Note, the Credit Support Arrangements and as disclosed in this Offer Document, there is no agreement, arrangement or understanding between (i) the Offeror or IBREL and (ii) any of the directors of the Trustee-Manager or any other person in connection with or conditional upon the outcome of the Offer or is otherwise connected with the Offer.

1.5 Transfer Restrictions. The Trust Deed does not contain any restrictions on the right to transfer the Offer Units.

1.6 No Indemnity Arrangements. As at the Latest Practicable Date, neither the Offeror nor any party acting in concert with the Offeror has entered into any arrangement with any person of the kind referred to in Note 7 to Rule 12 of the Code, including indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Units which may be an inducement to deal or refrain from dealing in the Units.

2. GENERAL

2.1 Costs and Expenses. All costs and expenses of or incidental to the preparation and circulation of the Offer Document (other than professional fees and other costs incurred or to be incurred by the Trust relating to the Offer) and stamp duty and transfer fees resulting from acceptances of the Offer will be paid by the Offeror.

2.2 Consent from DTCF. DTCF (as financial adviser to the Offeror in connection with the Offer) has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion of its name and all references to its name in the form and context in which it appears in this Offer Document.

APPENDIX 8 – GENERAL INFORMATION

3. MARKET QUOTATIONS

As the Units have not been traded since the Suspension of Trading on 23 June 2016, no closing prices of the Units are available in respect of any of (i) the Latest Practicable Date; (ii) the latest Business Day immediately preceding the Offer Announcement Date; or (iii) the six-month period immediately preceding the Offer Announcement Date.

4. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at the offices of DTCF at 6 Shenton Way, OUE Downtown 2 #33-00, Singapore 068809 during normal business hours for the period for which the Offer remains open for acceptance:

- 4.1 the letter of consent from DTCF referred to in **Paragraph 2.2** of this **Appendix 8**;
- 4.2 the Offer Announcement;
- 4.3 the Irrevocable Undertaking; and
- 4.4 IBREL's annual report for FY2017.

APPENDIX 9 – SIGNIFICANT ACCOUNTING POLICIES OF THE OFFEROR FOR FY2017

The significant accounting policies of the Offeror have been extracted from the Offeror's audited financial statements for FY2017 and, save for references to page numbers which have been altered to conform with the pagination of this Offer Document, are set out below:

2. Significant accounting policies

The principal accounting policies adopted in the preparation of these financial statements are set out below. These policies have been consistently applied to all years presented in these financial statements unless otherwise stated.

Basis of preparation

The financial statements have been prepared in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union (EU) and the requirements of the Cyprus Companies Law, Cap.113. The financial statements have been prepared under the historical cost convention.

Adoption of new and revised IFRSs

During the current year the Company adopted all the new and revised International Financial Reporting Standards (IFRS) that are relevant to its operations and are effective for accounting periods beginning on 1 April 2016. This adoption did not have a material effect on the accounting policies of the Company.

At the date of approval of these financial statements, standards and interpretations were issued by the International Accounting Standards Board which were not yet effective. Some of them were adopted by the European Union and others not yet. The Board of Directors expects that the adoption of these accounting standards in future periods will not have a material effect on the financial statements of the Company.

Revenue recognition

Revenues of the Company are recognized on an accrual basis.

Finance income

Interest income is recognised on a time-proportion basis using the effective method.

Finance costs

Interest expense and other borrowing costs are charged to profit or loss as incurred.

Foreign currency translation

(1) Functional and presentation currency

Items included in the Company's financial statements are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The financial statements are presented in United States Dollars (US\$), which is the Company's functional and presentation currency.

APPENDIX 9 – SIGNIFICANT ACCOUNTING POLICIES OF THE OFFEROR FOR FY2017

(2) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in profit or loss.

Tax

Current tax liabilities and assets are measured at the amount expected to be paid to or recovered from the taxation authorities, using the tax rates and laws that have been enacted, or substantively enacted, by the reporting date.

Share capital

Ordinary shares are classified as equity. The difference between the fair value of the consideration received by the Company and the nominal value of the share capital being issued is taken to the share premium account.

Comparatives

Where necessary, comparative figures have been adjusted to conform to changes in presentation in the current year.

APPENDIX 10 – SIGNIFICANT ACCOUNTING POLICIES OF IBREL FOR FY2017

The significant accounting policies of IBREL have been extracted from IBREL's annual report for FY2017 and, save for references to page numbers which have been altered to conform with the pagination of this Offer Document, are set out below:

2. General information and statement of compliance with Ind AS

The consolidated financial statements of the Group have been prepared in accordance with the Indian Accounting Standards as notified under section 133 of the Companies Act 2013 read with the Companies (Indian Accounting Standards) Rules 2015 (by Ministry of Corporate Affairs ('MCA')). The Group has uniformly applied the accounting policies during the periods presented.

For all periods up to and including the year ended 31 March 2016, the Group has prepared its financial statements in accordance with accounting standards notified under the section 133 of the Companies Act 2013, read together with paragraph 7 of the Companies (Accounts) Rules, 2014 (Previous GAAP). These consolidated financial statements for the year ended 31 March 2017 are the first which the Group has prepared in accordance with Ind AS. For the purpose of corresponding figures, set of consolidated financial statements for the year ended 31 March 2016 and opening balance sheet as at 1 April 2015 are also prepared under Ind AS.

The consolidated financial statements for the year ended 31 March 2017 were authorized and approved for issue by the Board of Directors on 27 April 2017.

3. Basis of accounting

The financial statements have been prepared on going concern basis in accordance with accounting principles generally accepted in India. Certain financial assets and financial liabilities are measured at fair value and are categorised into level 1, level 2 and level 3 based on the degree to which the inputs to the fair value measurements are observable.

4. Recent accounting pronouncement

In March 2017, the Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) (Amendments) Rules, 2017, notifying amendments to Ind AS 7, 'Statement of cash flows' and Ind AS 102, 'Share-based payment.' The amendments are applicable to the Group from 1 April 2017.

Amendment to Ind AS 7

The amendment to Ind AS 7 requires the entities to provide disclosures that enable users of financial statements to evaluate changes in liabilities arising from financing activities, including both changes arising from cash flows and non-cash changes, suggesting inclusion of a reconciliation between the opening and closing balances in the balance sheet for liabilities arising from financing activities, to meet the disclosure requirement. The Group is evaluating the requirements of the amendment and its impact on the financial statements.

Amendment to Ind AS 102

The amendment to Ind AS 102 provides specific guidance to measurement of cash-settled awards, modification of cash-settled awards and awards that include a net settlement feature in respect of withholding taxes. It clarifies that the fair value of cash-settled awards is determined on a basis consistent with that used for equity-settled awards. Market-based performance conditions and non-vesting conditions are reflected in the 'fair values', but non-market performance conditions and service vesting conditions are reflected in the estimate of the number of awards expected to vest. Also, the amendment clarifies that if the terms and conditions of a cash-settled share-based payment transaction are modified with the result that it becomes an equity-settled share-based payment transaction, the transaction is accounted for as such from the date of the modification. Further, the amendment requires the award that includes a net settlement feature in respect of withholding taxes to be treated as equity-settled in its entirety. The cash payment to the tax authority is treated as if it was part of an equity settlement. The Group is evaluating the requirements of the amendment and its impact on the financial statements.

APPENDIX 10 – SIGNIFICANT ACCOUNTING POLICIES OF IBREL FOR FY2017

5. Summary of significant accounting policies

The consolidated financial statements have been prepared using the significant accounting policies and measurement bases summarised below. These were used throughout all periods presented in the financial statements, except where the Group has applied certain accounting policies and exemptions upon transition to Ind AS.

5.1 Basis of consolidation

Subsidiaries

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group has power over the investee and is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the relevant activities of the entity. The Group has power over the investee even if it owns less than majority voting rights i.e. rights arising from other contractual arrangements. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date when control ceases. Statement of profit and loss (including other comprehensive income ('OCI')) of subsidiaries acquired or disposed of during the period are recognised from the effective date of acquisition, or up to the effective date of disposal, as applicable. All the consolidated subsidiaries have a consistent reporting date of 31 March 2017.

The Group combines the financial statements of the parent and its subsidiaries line by line adding together like items of assets, liabilities, equity, income and expenses. Intercompany transactions, balances and unrealised gains/(losses) on transactions between group companies are eliminated. The accounting principles and policies have been consistently applied by the Group.

Non-controlling interests, presented as part of equity, represent the portion of a subsidiary's statement of profit and loss and net assets that is not held by the Group. Statement of profit and loss balance (including each component of OCI) is attributed to the equity holders of the Holding Company and to the non-controlling interests basis the respective ownership interests and the such balance is attributed even if this results in the non-controlling interests having a deficit balance.

The Group treats transactions with non-controlling interests that do not result in a loss of control as transactions with equity owners of the Group. Such a change in ownership interest results in an adjustment between the carrying amounts of the controlling and non-controlling interests to reflect their relative interests in the subsidiary. Any difference between the amount of the adjustment to non-controlling interests and any consideration paid or received is recognised within equity.

Associates

Investment in entities where exists significant influence but not a controlling interest are accounted for under the equity method i.e. the investment is initially recorded at transaction value, identifying any goodwill/capital reserve arising at the time of acquisition, as the case may be, which will be inherent in investment. The carrying amount of the investment is adjusted thereafter for the post acquisition change in the share of net assets of the investee, adjusted where necessary to ensure consistency with the accounting principles and policies of the Group. The consolidated statement of profit and loss (including other comprehensive income) includes the Group's share of the results of the operations of the investee. Dividends received or receivable from associates are recognised as a reduction in the carrying amount of the investment. The Group discontinues the use of equity method from the date when investment ceases to be an associate.

5.2 Business combination

The Group applies the acquisition method in accounting for business combinations. The consideration transferred by the Group to obtain control of a subsidiary is calculated as the sum of the acquisition-date fair values of assets transferred, liabilities incurred by the former owners of the acquired entity. Acquisition costs are generally recognized in the statement of profit and loss as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their acquisition-date fair values.

Goodwill is initially measured as excess of the aggregate of the consideration transferred and the amount recognised for non-controlling interests, and any previous interest held, over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred and where exists clear evidence of underlying reasons of classifying business combinations as bargain

purchase, the difference is recognised in other comprehensive income and accumulated in equity as capital reserve. However, if there is no clear evidence of bargain purchase, the entity recognises the gain directly in equity as capital reserve, without routing the same through other comprehensive income.

Business combinations involving entities or businesses under common control have been accounted for using the pooling of interests method. The assets and liabilities of the combining entities are reflected at their carrying amounts. No adjustments have been made to reflect fair values, or to recognise any new assets or liabilities.

On transition to Ind AS

Ind AS 103 'Business Combinations' has not been applied to acquisitions of subsidiaries, or of interests in associates that occurred before the transition date. Previous GAAP carrying amount of goodwill/capital reserve has been carried under Ind AS.

5.3 Revenue recognition

Revenue is recognised when it is probable that the economic benefits will flow to the Group and it can be reliably measured. Revenue is measured at the fair value of the consideration received/receivable net of rebate and taxes. The Group applies the revenue recognition criteria to each nature of the revenue transaction as set out below.

Revenue from real estate projects

Revenue from real estate projects under development is computed on the percentage of completion method. Revenue is recognized in the financial year in which the agreement to sell or application forms (containing salient terms of agreement to sell) is executed, on the percentage of completion method which is applied on a cumulative basis in each accounting year to the current estimate of contract revenue and related project costs, once the conditions specified in 'Guidance Note on Accounting for Real Estate Transactions' are satisfied.

The estimates of the saleable area and costs are reviewed periodically and effect of any changes in such estimates is recognized in the period such changes are determined. However, when the total project cost is estimated to exceed total revenues from the project, the loss is recognized immediately.

Revenue from sale of land and plots

Revenue from sale of land and plots is recognised in the year in which the underlying sale deed is executed and there exists no uncertainty in the ultimate collection of consideration from buyers. Where there are any remaining substantial obligations as per agreements, revenue is recognised on 'percentage of completion method' as explained above.

Revenue from construction contracts

Revenue and related expenditures in respect of short-term works contracts that are entered into and completed during the year are accounted for on accrual basis as they are earned. Revenue and related expenditures in respect of long-term works contracts are accounted for on the basis of 'Percentage of Completion Method'. In case of cost plus contracts, revenue is recognised as per terms of specific contract, i.e. cost incurred plus an agreed profit margin.

Service revenue

Income from real estate advisory services is recognized on accrual basis when services are completed, except in cases where ultimate collection is considered doubtful.

Interest income

Interest income is recorded on accrual basis using the effective interest rate (EIR) method.

Interest on delayed receipts, cancellation/forfeiture income and transfer fees from customers are recognized on accrual basis except in cases where ultimate collection is considered doubtful.

Base rent and amenities income

Base rent and amenities income are recognised on a straight-line basis over the term of the lease, except for contingent rental income which is recognised when it arises. Base rent comprises rental income earned from the operating leases and finance lease of the owned properties. Amenities income is rental revenue earned from the letting of space at the properties for amenities (including canteen space and business centre) is recognized in the period in which the services are being rendered.

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Land lease income

Upfront lease premium received/receivable is recognized on operating lease basis i.e. on straight line basis over the lease term of the lease/sub-lease arrangement. Annual lease rentals are recognized on an accrual basis.

Operations and maintenance income

Income arising from charges to tenants is recognised in the period in which the services are being rendered.

Car parking income

Car park income is recognised in the period in which the services are rendered.

Dividend income

Dividend income is recognised at the time when right to receive the payment is established, which is generally when the shareholders of the investee entity approve the dividend.

Unbilled receivables

Unbilled receivables represents revenue recognized based on percentage of completion method as per policy on revenue from real estate projects. The amount represents excess of revenue recognised over and above the amount due as per the payment plans agreed with the customers.

5.4 Inventories

Land other than that transferred to real estate projects under development is valued at lower of cost or net realizable value.

Real estate project under development includes cost of land under development, internal and external development costs, construction costs, and development/construction materials, borrowing costs and related overhead costs and is valued at lower of cost or net realizable value.

Construction materials, stores and spares, tools and consumable are valued at lower of cost or net realisable value, on the basis of first-in first-out method.

Net realisable value is the estimated selling price in the ordinary course of business less estimated costs of completion and estimated costs of necessary to make the sale.

5.5 Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is necessary to complete and prepare the asset for its intended use or sale. A qualifying asset is one that necessarily takes substantial period of time to get ready for its intended use. All other borrowing costs are charged to the statement of profit and loss as incurred.

5.6 Property, plant and equipment (PPE)

Recognition and initial measurement

Properties plant and equipment are stated at their cost of acquisition. The cost comprises purchase price, borrowing cost if capitalization criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discount and rebates are deducted in arriving at the purchase price. Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group. All other repair and maintenance costs are recognised in statement of profit and loss as incurred.

Subsequent measurement (depreciation and useful lives)

Depreciation on property, plant and equipment is provided on the straight-line method, computed on the basis of useful lives (as set out below) prescribed in Schedule II to the Companies Act, 2013,

Asset class	Useful life
Building –temporary structures	1 – 3 years
Plant and equipment	12 – 15 years
Office equipment	5 years

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Computers	3 – 6 years
Furniture and fixtures	10 years
Vehicles	8 years
Ships	13 years

Leasehold improvements

Leasehold improvements have finite useful life and, therefore, are capitalised separately and amortised over the remaining life of the lease or the estimated useful life of the improvements. Presently, the estimated useful life of the assets is less than the remaining useful life of the lease and is as below:

Asset class	Useful life
Boundary wall	5 years
Water pipeline	12 years
Road	10 years
Electrical work	10 years

The residual values, useful lives and method of depreciation of are reviewed at the end of each financial year and adjusted prospectively, if appropriate.

De-recognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on de-recognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is recognised in statement of profit and loss when the asset is derecognised.

5.7 Investment properties

Recognition and initial measurement

Investment properties are held to earn rentals or for capital appreciation, or both. Investment properties are measured initially at their cost of acquisition. The cost comprises purchase price, borrowing cost if capitalization criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discount and rebates are deducted in arriving at the purchase price.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group. All other repair and maintenance costs are recognised in statement of profit and loss as incurred.

Though the Group measures investment property using cost based measurement, the fair value of investment property is disclosed in the notes. Fair values are determined based on an annual evaluation performed by an accredited external independent valuer who holds a recognised and relevant professional qualification and has recent experience in the location and category of the investment property being valued.

Subsequent measurement (depreciation and useful lives)

Depreciation on investment properties is provided on the straight-line method, computed on the basis of useful lives (as set out below) prescribed in Schedule II to the Companies Act, 2013,

Asset class	Useful life
Buildings and related fixtures	
Buildings	60 years
Fixtures	10 years
Plant and equipment	12 – 15 years

The residual values, useful lives and method of depreciation of are reviewed at the end of each financial year and adjusted prospectively, if appropriate.

De-recognition

Investment properties are derecognised either when they have been disposed of or when they are permanently withdrawn from use and no future economic benefit is expected from their disposal. The difference between the net disposal proceeds and the carrying amount of the asset is recognised in statement of profit and loss in the period of de-recognition.

5.8 Intangible assets*Recognition and initial measurement*

Intangible assets (softwares) are stated at their cost of acquisition. The cost comprises purchase price, borrowing cost if capitalization criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discount and rebates are deducted in arriving at the purchase price.

Subsequent measurement (amortisation)

The cost of capitalized software is amortized over a useful life of 3 to 4 years from the date of its acquisition.

5.9 Leases**Where the Group is the lessee**

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Group is classified as a finance lease.

Finance leases are capitalised at the commencement of the lease at the inception date fair value of the leased property or, if lower, at the present value of the minimum lease payments. Lease payments are apportioned between finance charges and reduction of the lease liability so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are recognised in finance costs in the statement of profit and loss, unless they are directly attributable to qualifying assets, in which case they are capitalized in accordance with the Group's general policy on the borrowing costs. Contingent rentals are recognised as expenses in the periods in which they are incurred.

A leased asset is depreciated over the useful life of the asset. However, if there is no reasonable certainty that the Group will obtain ownership by the end of the lease term, the asset is depreciated over the shorter of the estimated useful life of the asset and the lease term.

Lease other than finance lease is treated as operating lease. Operating lease payments are recognised as an expense in the statement of profit and loss on a straight-line basis over the lease term, except when the lease rentals, increase are in line with general inflation index

Where the Group is the lessor

Leases in which the Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

Leases are classified as finance leases when substantially all of the risks and rewards of ownership transfer from the Group to the lessee. Amounts due from lessees under finance leases are recorded as receivables at the Group's net investment in the leases. Finance lease income is allocated to accounting periods so as to reflect a constant periodic rate of return on the net investment outstanding in respect of the lease.

5.10 Impairment of non-financial assets

At each reporting date, the Group and its associate companies assesses whether there is any indication that an asset may be impaired, based on internal or external factors. If any such indication exists, the recoverable amount of the asset or the cash generating unit is estimated. If such recoverable amount of the asset or cash generating unit to which the asset belongs is less than its carrying amount, the carrying amount is reduced to its recoverable amount. The reduction is treated as an impairment loss and is recognised in the statement of profit and loss. If, at the reporting date there is an indication that a previously assessed impairment loss no longer exists, the recoverable amount is reassessed and the asset is reflected at the recoverable amount. Impairment losses previously recognized are accordingly reversed in the statement of profit and loss.

5.11 Financial instruments**Financial assets***Initial recognition and measurement*

All financial assets are recognised initially at fair value and transaction cost that is attributable to the acquisition of the financial asset is also adjusted.

Subsequent measurement

i. **Debt instruments at amortised cost** – A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:

- The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
- Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method.

ii. **Equity investments** – All equity investments in scope of Ind AS 109 Financial Instruments (‘Ind AS 109’) are measured at fair value. Equity instruments which are held for trading are generally classified as at fair value through profit and loss (FVTPL). For all other equity instruments, the Group decides to classify the same either as at fair value through other comprehensive income (FVOCI) or fair value through profit and loss (FVTPL). The Group makes such election on an instrument by instrument basis. The classification is made on initial recognition and is irrevocable.

iii. **Mutual funds** – All mutual funds in scope of Ind AS 109 are measured at fair value through profit and loss (FVTPL).

De-recognition of financial assets

A financial asset is primarily de-recognised when the rights to receive cash flows from the asset have expired or the Group has transferred its rights to receive cash flows from the asset.

Financial liabilities*Initial recognition and measurement*

All financial liabilities are recognised initially at fair value and transaction cost that is attributable to the acquisition of the financial liabilities is also adjusted.

Subsequent measurement – Amortised cost

Subsequent to initial recognition, most of the liabilities are measured at amortised cost using the effective interest method.

Initial and subsequent recognition and measurement – fair value

A financial liability is classified as fair value through profit and loss (‘FVTPL’) if it is designated as such upon initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains/losses, including any interest expense are recognised in statement of profit and loss.

De-recognition of financial liabilities

A financial liability is de-recognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit and loss.

Put option

One of the subsidiary company of the Group has written put options over its equity (non-controlling interests) which permits the holderto put their shares in the subsidiary company back to the subsidiary company at their

fair value on specified dates. The amount that may become payable under the option on exercise is recognised at the present value of the redemption amount within borrowings with a corresponding charge directly to equity. The related charge in equity has been adjusted with non-controlling interests in consolidated financial statements.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

5.12 Impairment of financial assets

In accordance with Ind-AS 109, the Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss for financial assets.

ECL is the difference between all contractual cash flows that are due to the Group in accordance with the contract and all the cash flows that the Group expects to receive. When estimating the cash flows, the Group is required to consider –

- All contractual terms of the financial assets (including prepayment and extension) over the expected life of the assets.
- Cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

Trade receivables

The Group applies approach permitted by Ind AS 109 Financial Instruments, which requires lifetime expected credit losses to be recognised for trade receivables.

Other financial assets

For recognition of impairment loss on other financial assets, the Group determines whether there has been a significant increase in the credit risk since initial recognition and if credit risk has increased significantly, impairment loss is provided.

5.13 Foreign currency

Functional and presentation currency

The consolidated financial statements are presented in Indian Rupee ('INR') which is also the functional and presentation currency of the Holding Company.

Transactions and balances

Foreign currency transactions are recorded in the functional currency, by applying to the exchange rate between the functional currency and the foreign currency at the date of the transaction.

Foreign currency monetary items are converted to functional currency using the closing rate. Non-monetary items denominated in a foreign currency which are carried at historical cost are reported using the exchange rate at the date of the transaction.

Exchange differences arising on monetary items on settlement, or restatement as at reporting date, at rates different from those at which they were initially recorded, are recognized in the statement of profit and loss in the year in which they arise.

Translation of foreign operations

Functional and reporting currencies of foreign operations are different from the reporting currency of the Holding Company. In respect of foreign operations, assets and liabilities are translated at the exchange rate prevailing at the date of the balance sheet. The items in the statement of profit and loss are translated at the average exchange rate (that approximates the actual exchange rates) during the year. The exchange difference arising out of the translation are recognized in other comprehensive income and are accumulated as foreign currency translation reserve, in the balance sheet until the disposal of the net investments at which time they are recognised as income or as expenses.

5.14 Income taxes

Tax expense recognized in statement of profit and loss comprises the sum of deferred tax and current tax except the ones recognized in other comprehensive income or directly in equity.

Current tax is determined as the tax payable in respect of taxable income for the year and is computed in accordance with relevant tax regulations. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity).

Minimum alternate tax ('MAT') credit entitlement is recognised as an asset only when and to the extent there is convincing evidence that normal income tax will be paid during the specified period. In the year in which MAT credit becomes eligible to be recognised as an asset, the said asset is created by way of a credit to the statement of profit and loss and shown as MAT credit entitlement. This is reviewed at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent it is not reasonably certain that normal income tax will be paid during the specified period.

Deferred tax is recognised in respect of temporary differences (including differences arising on account of consolidation) between carrying amount of assets and liabilities for financial reporting purposes and corresponding amount used for taxation purposes. Deferred tax assets on unrealised tax loss are recognised to the extent that it is probable that the underlying tax loss will be utilised against future taxable income. This is assessed based on the Group's forecast of future operating results, adjusted for significant non-taxable income and expenses and specific limits on the use of any unused tax loss. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date. Deferred tax relating to items recognised outside statement of profit and loss is recognised outside statement of profit or loss (either in other comprehensive income or in equity).

5.15 Cash and cash equivalents

Cash and cash equivalents comprise cash on hand, demand deposits, other short-term highly liquid investments that are readily convertible into known amounts of cash and which are subject to an insignificant risk of changes in value.

5.16 Employee benefits*Defined contribution plan*

The Group's contribution to provident fund and employee state insurance schemes is charged to the statement of profit and loss or inventorized as a part of real estate project under development, as the case may be. The Group's contributions towards Provident Fund are deposited with the Regional Provident Fund Commissioner under a defined contribution plan.

Defined benefit plan

The Group has unfunded gratuity as defined benefit plan where the amount that an employee will receive on retirement is defined by reference to the employee's length of service and final salary. The liability recognised in the balance sheet for defined benefit plans is the present value of the defined benefit obligation (DBO) at the reporting date. Management estimates the DBO annually with the assistance of independent actuaries. Actuarial gains/losses resulting from re-measurements of the liability are included in other comprehensive income.

Other long-term employee benefits

The Group also provides benefit of compensated absences to its employees which are in the nature of long-term benefit plan. Liability in respect of compensated absences becoming due and expected to be availed more than one year after the balance sheet date is estimated on the basis of an actuarial valuation performed by an independent actuary using the projected unit credit method as on the reporting date. Actuarial gains and losses arising from experience adjustments and changes in actuarial assumptions are recorded in the statement of profit and loss in the year in which such gains or losses arise.

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Short-term employee benefits

Short-term employee benefits comprise of employee costs such as salaries, bonus etc. is recognized on the basis of the amount paid or payable for the period during which services are rendered by the employee.

5.17 Share based payments

Share based compensation benefits are provided to employees via Employee Stock Option Plans (ESOPs). The employee benefits expense is measured using the fair value of the employee stock options and is recognised over vesting period with a corresponding increase in equity. The vesting period is the period over which all the specified vesting conditions are to be satisfied. On the exercise of the employee stock options, the employees of the Group will be allotted equity shares of the Holding Company.

Transition to Ind AS

On transition to Ind AS, the Group has elected to not consider the charge related to employee stock options for which the vesting period is already over.

5.18 Provisions, contingent liabilities and contingent assets

Provisions are recognized only when there is a present obligation, as a result of past events, and when a reliable estimate of the amount of obligation can be made at the reporting date. These estimates are reviewed at each reporting date and adjusted to reflect the current best estimates. Provisions are discounted to their present values, where the time value of money is material.

Contingent liability is disclosed for:

- Possible obligations which will be confirmed only by future events not wholly within the control of the Group or
- Present obligations arising from past events where it is not probable that an outflow of resources will be required to settle the obligation or a reliable estimate of the amount of the obligation cannot be made.

Contingent assets are neither recognized nor disclosed. However, when realization of income is virtually certain, related asset is recognized.

5.19 Earnings per share

Basic earnings per share is calculated by dividing the net profit or loss for the period attributable to equity shareholders (after deducting attributable taxes) by the weighted average number of equity shares outstanding during the period. The weighted average number of equity shares outstanding during the period is adjusted for events including a bonus issue.

For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares.

5.20 Significant management judgement in applying accounting policies and estimation uncertainty

The preparation of the Group's consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the related disclosures.

Significant management judgements

Recognition of deferred tax assets– The extent to which deferred tax assets can be recognized is based on an assessment of the probability of the Group's future taxable income against which the deferred tax assets can be utilized. In addition, significant judgement is required in assessing the impact of any legal or economic limits or uncertainties in various tax jurisdictions.

Evaluation of indicators for impairment of assets – The evaluation of applicability of indicators of impairment of assets requires assessment of several external and internal factors which could result in deterioration of recoverable amount of the assets.

Classification of leases – The Group enters into leasing arrangements for various assets. The classification of the leasing arrangement as a finance lease or operating lease is based on an assessment of several factors, including, but not limited to, transfer of ownership of leased asset at end of lease term, lessee's option to purchase and estimated certainty of exercise of such option, proportion of lease term to the asset's economic life, proportion

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of present value of minimum lease payments to fair value of leased asset and extent of specialized nature of the leased asset.

Recoverability of advances/receivables – At each balance sheet date, based on historical default rates observed over expected life, the management assesses the expected credit losses on outstanding receivables and advances.

Defined benefit obligation (DBO)– Management’s estimate of the DBO is based on a number of critical underlying assumptions such as standard rates of inflation, mortality, discount rate and anticipation of future salary increases. Variation in these assumptions may significantly impact the DBO amount and the annual defined benefit expenses.

Provisions – At each balance sheet date basis the management judgment, changes in facts and legal aspects, the Group assesses the requirement of provisions against the outstanding contingent liabilities. However the actual future outcome may be different from this judgement.

Significant estimates

The following are significant estimates in applying the accounting policies of the Group that have the most significant effect on the financial statements.

Revenue and inventories – The Group recognises revenue using the percentage of completion method. This requires forecasts to be made of total budgeted cost with the outcomes of underlying construction and service contracts, which further require assessments and judgements to be made on changes in work scopes, claims (compensation, rebates etc.) and other payments to the extent they are probable and they are capable of being reliably measured. For the purpose of making estimates for claims, the Group used the available contractual and historical information.

Useful lives of depreciable/amortisable assets – Management reviews its estimate of the useful lives of depreciable/amortisable assets at each reporting date, based on the expected utility of the assets. Uncertainties in these estimates relate to technical and economic obsolescence that may change the utilization of asset.

Fair value measurements– Management applies valuation techniques to determine the fair value of financial instruments (where active market quotes are not available) and non-financial assets. This involves developing estimates and assumptions consistent with how market participants would price the instrument. Management uses the best information available. Estimated fair values may vary from the actual prices that would be achieved in an arm’s length transaction at the reporting date.

Valuation of investment property – Investment property is stated at cost. However, as per Ind AS 40 there is a requirement to disclose fair value as at the balance sheet date. The Group engaged independent valuation specialists to determine the fair value of its investment property as at reporting date.

The determination of the fair value of properties requires the use of estimates such as future cash flows from the assets (such as lettings, future revenue streams, capital values of fixtures and fittings, any environmental matters and the overall repair and condition of the property) and discount rates applicable to those assets. In addition, development risks (such as construction and letting risk) are also taken into consideration when determining the fair value of the properties under construction. These estimates are based on local market conditions existing at the balance sheet date.