OFFER DOCUMENT
Dated January 27, 2021
Book Built Issue

BROOKFIELD INDIA REAL ESTATE TRUST

(Registered in the Republic of India as a contributory, determinate and irrevocable trust on July 17, 2020 at Mumbai, India under the Indian Trusts Act, 1882 and as a real estate investment trust on September 14, 2020 at Mumbai under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, having registration number IN/REIT/20-21/0004)

Principal Place of Business: Candor TechSpace IT/ ITES SEZ, Building 5A/10, Sector-48, Tikri (Near Subash Chowk), Gurugram 122 018, Haryana, India;
Tel: +91 22 6600 0700; **Fax**: +91 22 6600 0777;
Compliance Officer: Ruhi Goswami;
E-mail: reit.compliance@brookfield.com;
Website: brookfieldindiareit.in

Initial public offer of up to [•] Units (as defined hereinafter) of Brookfield India Real Estate Trust (the "Brookfield REIT") for cash at a price of ₹[•] per Unit aggregating up to ₹38,000 million (the "Issue"). The Issue is being undertaken in reliance upon Regulation 14(1) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended (the "REIT Regulations"). The Issue will constitute [•]% of the issued and paid-up Units on a post-Issue basis in accordance with Regulation 14(2A) of the REIT Regulations.

TRUSTEE	SPONSOR	MANAGER
Axis Trustee Services Limited	**BSREP India Office Holdings V Pte. Ltd.**	**Brookprop Management Services Private Limited**

The Price Band and the Minimum Bid Size (as determined by our Manager in consultation with the Lead Managers) will be announced on the respective websites of the Brookfield REIT, our Manager, our Sponsor and the Stock Exchanges (as defined hereafter) as well as advertised in all editions of Financial Express (a widely circulated English national daily newspaper) and all editions of Jansatta (a widely circulated Hindi national daily newspaper, Hindi also being the regional language of the place where the principal place of business of the Brookfield REIT is located) at least two Working Days prior to the Bid/ Issue Opening Date. The announcement/ advertisement shall contain relevant financial ratios computed for both the upper and lower end of the Price Band. For further information, see "*Basis for Issue Price*" beginning on page 292. In case of any revision to the Price Band, the Bid/ Issue Period will be extended by at least one Working Day, and in case of force majeure, banking strike or similar circumstances, for reasons to be recorded in writing, the Bid/ Issue Period will be extended for a minimum period of three Working Days, subject to the total Bid/ Issue Period not exceeding 30 days, provided that there shall not be more than two revisions to the Price Band during the Bid/ Issue Period. Any revision to the Price Band and the revised Bid/ Issue Period, if applicable, will be widely disseminated by notification to the Stock Exchanges during the Bid/ Issue Period and by indicating the change on the respective websites of the Brookfield REIT, our Sponsor, our Manager and the Stock Exchanges.

The Issue is being made through the Book Building Process and in compliance with the REIT Regulations and the SEBI Guidelines (as defined hereafter), wherein not more than 75% of the Issue shall be available for allocation on a proportionate basis to Institutional Investors, provided that our Manager may, in consultation with the Lead Managers, allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis in accordance with the REIT Regulations and the SEBI Guidelines. Further, not less than 25% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Investors, in accordance with the REIT Regulations and the SEBI Guidelines, subject to valid Bids being received at or above the Issue Price. Our Manager, in consultation with the Lead Managers, may retain oversubscription in the Issue in accordance with the REIT Regulations and the SEBI Guidelines. All Bidders, other than Anchor Investors, are required to mandatorily utilise the Application Supported by Blocked Amount ("**ASBA**") process by providing details of their respective bank accounts which will be blocked by the Self Certified Syndicate Banks ("**SCSBs**"), to participate in this Issue. For details, see "*Issue Procedure*" beginning on page 294.

RISKS IN RELATION TO THE FIRST ISSUE

This being the first public issue of Units by the Brookfield REIT, there has been no formal market for our Units. The Issue Price should not be taken to be indicative of the market price of our Units after our Units are listed. No assurance can be given regarding the active or sustained trading in Units or regarding the price at which our Units will be traded after listing.

GENERAL RISKS

Investments in the Units involves a degree of risk and investors should not invest any funds in the Issue unless they can afford to take the risk of losing their entire investment. Prospective investors are advised to read the "*Risk Factors*" beginning on page 30 carefully before taking an investment decision with respect to the Issue. For taking such investment decision, prospective investors must rely on their own examination of the Brookfield REIT and the Issue including the risks involved. Each prospective investor is advised to consult its own advisors in respect of the consequences of an investment in the Units being issued pursuant to this Offer Document.

This Offer Document has been prepared by our Manager solely for providing information in connection with the Issue and a copy of this Offer Document has been delivered to the Securities and Exchange Board of India ("**SEBI**") and the Stock Exchanges. However, the Units have not been recommended or approved by SEBI and the Stock Exchanges and nor do SEBI or the Stock Exchanges guarantee the accuracy or adequacy of any statements made, opinions expressed or reports contained herein and accordingly, admission of the Units to be allotted pursuant to the Issue for trading on the Stock Exchanges should not be taken as an indication of the merits of the Brookfield REIT or of the Units.

MANAGER'S AND SPONSOR'S ABSOLUTE RESPONSIBILITY

Our Manager, having made all reasonable inquiries, accepts responsibility for and confirms that (i) this Offer Document contains all such information with respect to the Brookfield REIT and the Issue, which is material in the context of the Issue in accordance with the REIT Regulations and the SEBI Guidelines; (ii) the information contained in this Offer Document is true, correct and adequate in all material aspects and is not misleading in any material respect; and (iii) the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Offer Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

Our Sponsor accepts responsibility for and confirms only such statements which are specifically confirmed or undertaken by it in this Offer Document to the extent of the information specifically pertaining to it.

LISTING

Our Units are proposed to be listed on BSE Limited ("**BSE**") and National Stock Exchange of India Limited ("**NSE**", together with BSE, the "**Stock Exchanges**"). The Brookfield REIT has received in-principle approvals from BSE and NSE for listing of our Units pursuant to letters dated November 2, 2020 and November 5, 2020, respectively. BSE is the Designated Stock Exchange for the Issue.

GLOBAL COORDINATORS AND BOOK RUNNING LEAD MANAGERS

Morgan Stanley India Company Private Limited
18th Floor, Tower 2
One World Centre
Plot - 841, Jupiter Textile Mill Compound
Senapati Bapat Marg
Lower Parel, Mumbai 400 013
Maharashtra, India
Tel: +91 22 6118 1000
Fax: +91 22 6118 1040
E-mail: brookfieldreit@morganstanley.com
Investor grievance e-mail: investors_india@morganstanley.com
Website: www.morganstanley.com
Contact Person: Ayushee Thukral
SEBI Registration No.: INM000011203

BofA Securities India Limited
Ground Floor, "A" Wing
One BKC, "G" Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Maharashtra, India
Tel: +91 22 6632 8000
Fax: +91 22 6776 2343
E-mail: dg.brookfield_reit@bofa.com
Investor grievance e-mail: dg.india_merchantbanking@bofa.com
Website: www.ml-india.com
Contact Person: Vivek Arora
SEBI Registration No.: INM000011625

Citigroup Global Markets India Private Limited
1202, 12th Floor, First International Financial Centre
G-Block, C54 & 55, Bandra Kurla Complex,
Bandra (East)
Mumbai 400 098
Maharashtra, India
Tel: +91 22 6175 9999
Fax: +91 22 6175 9898
E-mail: brookfield.ipo.2020@citi.com
Investor grievance e-mail: investors.cgmib@citi.com
Website: www.online.citibank.co.in/rhtm/citigroupglobalscreen1.htm
Contact Person: Abhijay Thacker
SEBI Registration No.: INM000010718

HSBC Securities and Capital Markets (India) Private Limited
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Fort, Mumbai 400 001
Maharashtra, India
Tel: +91 22 2268 5555
Fax: +91 22 6653 6207
E-mail: brookfieldreitipo@hsbc.co.in
Investor grievance e-mail: investorgrievance@hsbc.co.in
Website: https://www.business.hsbc.co.in/en-gb/in/generic/ipo-open-offer-and-buyback
Contact Person: Sanjana Maniar/ Rishiraj Singh
SEBI Registration No.: INM000010353

REGISTRAR TO THE OFFER

Link Intime India Private Limited
C-101, 1st Floor, 247 Park
Lal Bhadur Shastri Marg
Vikhroli (West), Mumbai 400 083
Maharashtra, India
Tel: +91 22 4918 6200
Fax: +91 22 4918 6195
E-mail: brookfield.reit@linkintime.co.in
Investor grievance e-mail: brookfield.reit@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Shanti Gopalkrishnan
SEBI Registration No.: INR000004058

BOOK RUNNING LEAD MANAGERS

Ambit Private Limited
Ambit House
449, Senapati Bapat Marg
Lower Parel
Mumbai 400 013
Maharashtra, India
Tel: +91 22 3982 1819
Fax: +91 22 3982 3020
E-mail: brookfield.reit@ambit.co
Investor grievance e-mail: customerservicemb@ambit.co
Website: www.ambit.co
Contact Person: Praveen Sangal
SEBI Registration No.: INM000010585

Axis Capital Limited
1st Floor, Axis House
C-2 Wadia International Centre
Pandurang Budhkar Marg, Worli
Mumbai 400 025
Maharashtra, India
Tel: +91 22 4325 2183
Fax: +91 22 4325 3000
E-mail: brookfieldreit.ipo@axiscap.in
Investor grievance e-mail: complaints@axiscap.in
Website: www.axiscapital.co.in
Contact Person: Mayuri Arya
SEBI Registration No.: INM000012029

IIFL Securities Limited
10th Floor, IIFL Centre
Kamala City, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013
Maharashtra, India
Tel: +91 22 4646 4600
Fax: +91 22 2493 1073
E-mail: brookfield.reit@iiflcap.com
Investor grievance e-mail: ig.ib@iiflcap.com
Website: www.iiflcap.com
Contact Person: Nishita Mody/ Koustav Pal
SEBI Registration No.: INM000010940

JM Financial Limited
7th Floor, Cynergy
Appasaheb Marathe Marg, Prabhadevi
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6630 3030
Fax: +91 22 6630 3330
E-mail: brookfield.reit@jmfl.com
Investor grievance e-mail: grievance.ibd@jmfl.com
Website: www.jmfl.com
Contact Person: Gitesh Vargantwar
SEBI Registration No.: INM000010361

J.P. Morgan India Private Limited
J.P. Morgan Tower
Off. C.S.T. Road
Kalina, Santacruz (East)
Mumbai 400 098
Maharashtra, India
Tel: +91 22 6157 3000
Fax: +91 22 6157 3911
E-mail: broofieldreit_ipo@jpmorgan.com
Investor grievance e-mail: investorsmb.jpmipl@jpmorgan.com
Website: www.jpmipl.com
Contact Person: Shagun Gupta
SEBI Registration No.: INM000002970

Kotak Mahindra Capital Company Limited
1st Floor, 27 BKC, Plot No. 27,G Block
Bandra Kurla Complex,
Bandra (East)
Mumbai 400 051
Maharashtra, India
Tel: +91 22 4336 0000
Fax: +91 22 6713 2447
E-mail: brookfield.reit@kotak.com
Investor grievance e-mail: kmccredressal@kotak.com
Website: www.investmentbank.kotak.com
Contact Person: Ganesh Rane
SEBI Registration No.: INM000008704

SBI Capital Markets Limited
202, Maker Tower 'E'
Cuffe Parade
Mumbai 400 005
Maharashtra, India
Tel: +91 22 2217 8300
Fax: +91 22 2218 8332
E-mail: brookfieldreit@sbicaps.com
Investor grievance e-mail: investor.relations@sbicaps.com
Website: www.sbicaps.com
Contact Person: Aditya Deshpande
SEBI Registration No.: INM000003531

BID/ ISSUE PROGRAM

BID/ ISSUE OPENS ON: February 3, 2021*	BID/ ISSUE CLOSES ON: February 5, 2021

**Our Manager may, in consultation with the Lead Managers, consider participation by Anchor Investors in accordance with the REIT Regulations and the SEBI Guidelines. The Anchor Investor Bid/ Issue Period shall be one Working Day prior to the Bid/ Issue Opening Date.*

INITIAL PORTFOLIO (14.0 msf)

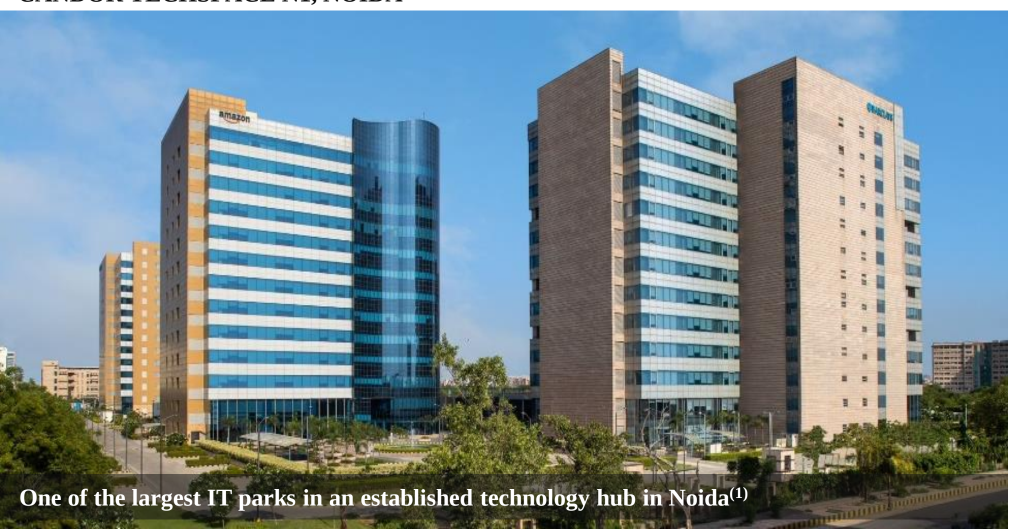
KENSINGTON, MUMBAI

Only private IT/ITeS SEZ in the island city of Mumbai

CANDOR TECHSPACE G2, GURUGRAM

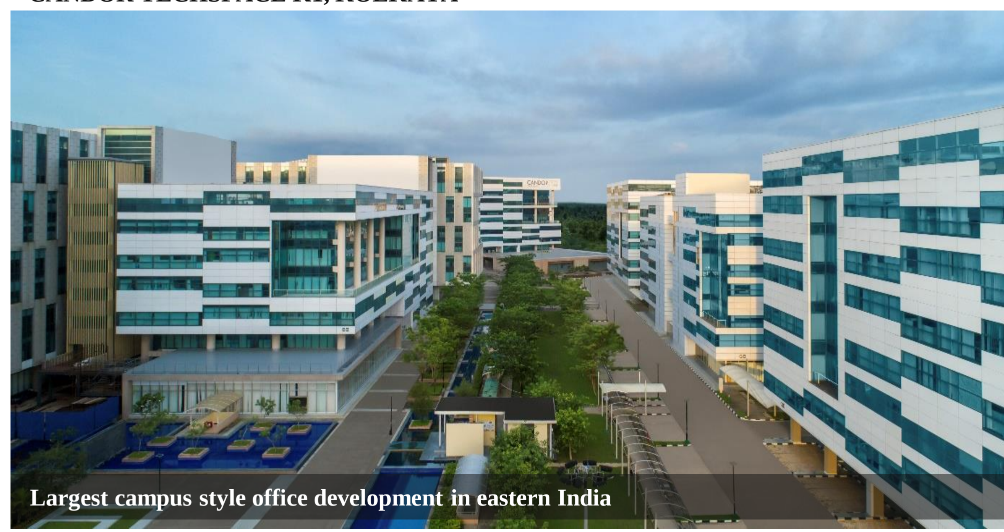
Largest office SEZ in Gurugram[1], located in the central business district

CANDOR TECHSPACE N1, NOIDA



One of the largest IT parks in an established technology hub in Noida[1]

CANDOR TECHSPACE K1, KOLKATA



Largest campus style office development in eastern India

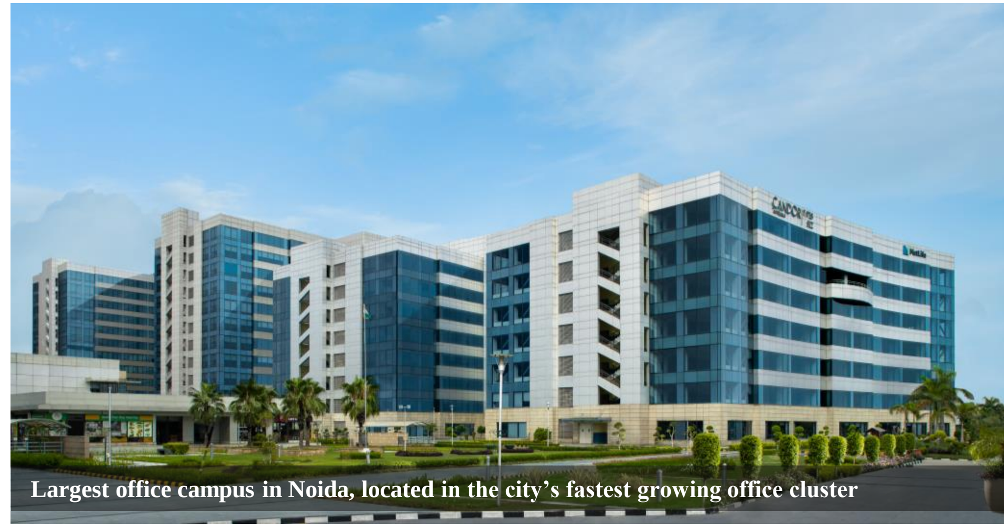
Notes:
(1) In terms of leasable area

IDENTIFIED ASSETS[1] (8.3 msf)

CANDOR TECHSPACE G1, GURUGRAM

One of the largest high quality office campuses in Gurugram

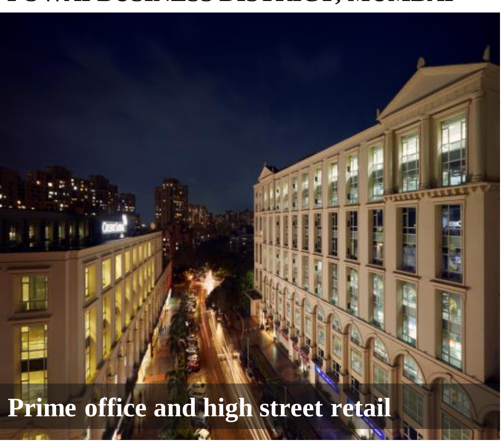
CANDOR TECHSPACE N2, NOIDA



Largest office campus in Noida, located in the city's fastest growing office cluster

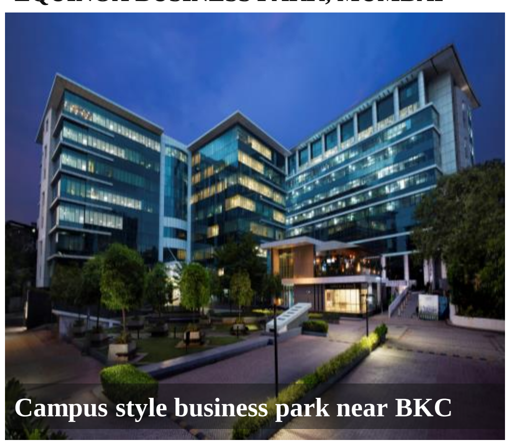
ROFO PROPERTIES[1] (6.7 msf)

POWAI BUSINESS DISTRICT, MUMBAI



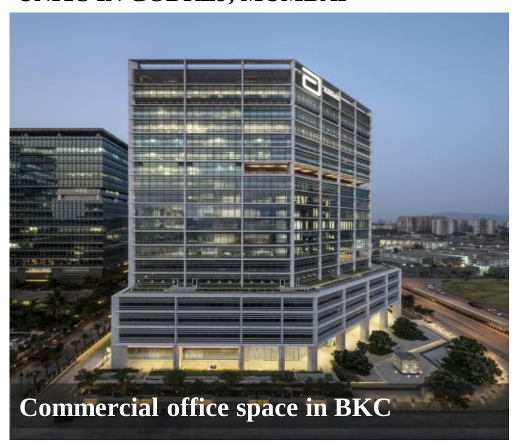
Prime office and high street retail

EQUINOX BUSINESS PARK, MUMBAI



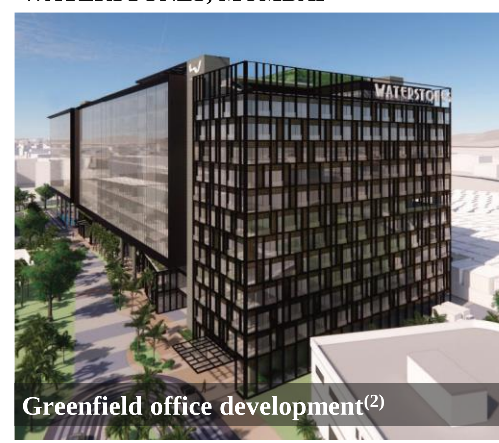
Campus style business park near BKC

UNITS IN GODREJ, MUMBAI



Commercial office space in BKC

WATERSTONES, MUMBAI



Greenfield office development[2]

Notes:
(1) For risks relating to acquisition of the Identified Assets and ROFO Properties by the Brookfield REIT, please see Risk Factors 11 and 12, respectively, on page 37 of the Offer Document; (2) The property includes an operational hotel and club

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SECTION - I: GENERAL

NOTICE TO INVESTORS

This Issue is being made in accordance with the provisions of the REIT Regulations read with the SEBI Guidelines. The Issue is being made through the Book Building Process, wherein not more than 75% of the Issue shall be available for allocation to Institutional Investors on a proportionate basis, provided that our Manager, in consultation with the Lead Managers, may allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis in accordance with the REIT Regulations and the SEBI Guidelines. Further, not less than 25% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Issue Price. Investors resident outside India, including foreign portfolio investors registered under the SEBI FPI Regulations, may participate in the Issue, subject to compliance with the REIT Regulations, SEBI Guidelines, other applicable laws in India and the applicable laws of their respective jurisdictions. ALL BIDS AND ALLOTMENT THEREON, INCLUDING BY AND TO INVESTORS RESIDENT OUTSIDE INDIA, SHALL BE MADE IN COMPLIANCE WITH THE REIT REGULATIONS READ WITH THE SEBI GUIDELINES.

All statements contained in this Offer Document with respect to the Brookfield REIT and Units are, in all material respects, true, accurate and not misleading. The opinions and intentions expressed in this Offer Document with respect to the Brookfield REIT and Units are honestly held and have been reached after considering all relevant circumstances. Such opinions and intentions are based on reasonable assumptions and information presently available with our Sponsor, Manager and the Trustee. There are no other facts with respect to the Brookfield REIT and Units, the omission of which would, in the context of the Issue, make any statement in this Offer Document misleading in any material respect. Further, our Manager and our Sponsor have made all reasonable enquiries to ascertain such facts and to verify the accuracy of all such information and statements made herein.

Prospective investors acknowledge that they have not relied on the Lead Managers or any of their respective shareholders, employees, counsel, officers, directors, representatives, agents or affiliates with respect to such person's investigation of the accuracy of such information or such person's investment decision and each person must rely on his/ her own examination of the Brookfield REIT and the merits and risks involved in investing in our Units. Prospective investors also acknowledge that they should not construe the contents of this Offer Document as legal, business, tax, accounting or investment advice and accordingly, each prospective investor is advised to consult its own advisors in respect of the consequences of an investment in our Units being issued pursuant to this Offer Document. Any decision on whether to invest in the Units described in this Offer Document must be made solely on the basis of this Offer Document. Prospective investors are also advised to read "*Risk Factors*" beginning on page 30 before taking an investment decision with respect to the Issue.

No person is authorized to give any information or to make any representation not contained in this Offer Document and any information or representation not so contained must not be relied upon as having been authorized by or on behalf of the Brookfield REIT or by or on behalf of the Lead Managers.

As on the date of this Offer Document, none of our Portfolio Companies are owned or managed by the Brookfield REIT. Accordingly, any reference to "we", "our" and "us" in this Offer Document described below is indicative in nature and is made under the assumption that the Brookfield REIT, upon consummation of the Formation Transactions and the Issue, shall acquire our Portfolio Companies. As on the date of this Offer Document, the Share Acquisition Agreements for transfer of the equity shares and CCDs, as applicable, held by the respective members of our Sponsor Group in our Portfolio Companies to the Brookfield REIT, in exchange for our Units are yet to be consummated. For details of risks in relation to the Brookfield REIT's inability to consummate transactions in relation to Formation Transactions, see "*Risk Factors – The Formation Transactions will be consummated only after the Bid/Issue Closing Date. Our Manager's inability to consummate transactions in relation to these agreements will impact the Issue and its ability to complete the Issue within the anticipated time frame or at all*" beginning on page 31.

The Issue is being made in accordance with the provisions of the REIT Regulations read with the SEBI Guidelines. However, prospective investors from jurisdictions other than India should also take note of the following:

Notice to Prospective Investors in the United States of America

Our Units have not been approved or recommended by any U.S. federal or state securities commission or regulatory authority. Further, the United States Securities Exchange Commission has not confirmed the accuracy or determined the adequacy of this Offer Document or approved or disapproved our Units. Any representation to the contrary is a criminal offence in the United States. Our Units have not been and will not be registered under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") or any state securities laws in the United States and, unless so registered, may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, our Units are being offered and sold (a) in the United States only to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act and referred to in this Offer Document as "U.S. QIBs") in transactions exempt from the registration requirements of the U.S. Securities Act; and (b) outside the United States in "offshore transactions" in compliance with Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

Notice to Prospective Investors in the European Economic Area

This Offer Document has been prepared on the basis that all offers of our Units in Member States of the European Economic Area and the United Kingdom (each, a "**Relevant State**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce a prospectus for offers of Units. The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and Council (and amendments thereto) and includes, in relation to the UK, the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018. Accordingly, any person making or intending to make an offer in a Relevant State of Units which are the subject of the placement contemplated in this Offer Document should only do so in circumstances in which no obligation arises for Brookfield REIT or any of the Lead Managers to produce a prospectus for such offer. Neither Brookfield REIT nor the Lead Managers have authorized the making of any offer of our Units through any financial intermediary, other than the offers made by the Lead Managers which constitute the final placement of our Units contemplated in this Offer Document.

Notice to Prospective Investors in the United Kingdom

In the United Kingdom ("**UK**"), this Offer Document is only being distributed to, and is only directed at, persons (i) who have professional experience in matters relating to investments and who fall within article 19(5) of the Financial Services and Markets Act 2000 (financial promotion) order 2005 (as amended) ("**Order**"), (ii) who are high net worth entities or other persons falling within article 49(2)(a) to (d) of the order or (iii) to whom they may otherwise lawfully be distributed or directed (all such persons together being referred to as "**Relevant Persons**"). In the UK, our Units are only available to, and any investment or investment activity to which this Offer Document relates will be engaged in only with, Relevant Persons. This Offer Document should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other person in the UK. Any person in the UK that is not a Relevant Person should not act or rely on this Offer Document.

Notice to Prospective Investors in Canada

Our Units will not be qualified for sale under the securities laws of any province or territory of Canada. Our Units may only be offered, sold or distributed, directly or indirectly, in or to or for the benefit of a resident of, the Provinces of British Columbia, Alberta, Ontario or Québec, which is purchasing, or deemed to be purchasing, as a principal that is: (i) an accredited investor, as defined in National Instrument 45-106 Prospectus Exemptions ("**NI 45-106**") or subsection 73.3(1) of the Securities Act (Ontario), and (ii) a permitted client, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations and only through a dealer duly registered under the applicable securities laws of such provinces in circumstances where no exemption from the applicable registered dealer requirement is available. Any resale of our Units must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offer Document or any other offering material constituting an "offering memorandum" under applicable Canadian securities laws (including any amendment to any such documents) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("**NI 33-105**"), the parties to this offering, including the Brookfield REIT, and the Lead Managers, as the case may be, are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with an offering of our Units.

Upon receipt of this Offer Document, each Canadian purchaser hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of our Units described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. *Par la réception de la document d'offre, chaque acheteur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.*

Notice to Investors in certain other jurisdictions

The distribution of this Offer Document and the Issue in certain jurisdictions may be restricted by law. As such, this Offer Document does not constitute, and may not be used for or with respect to, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. In particular, no action has been taken by our Manager or the Lead Managers which would permit the Issue or distribution of this Offer Document in any jurisdiction, other than India. Accordingly, our Units may not be offered or sold, directly or indirectly, and neither this Offer Document nor any Issue materials in connection with our Units may be distributed or published in or from any country or jurisdiction that would require registration of our Units in such country or jurisdiction.

Disclaimer

This Offer Document does not, directly or indirectly, relate to any invitation, offer or sale of any securities, instruments or loans (including listed non-convertible debentures or bonds, if any) that may be issued by the Brookfield REIT after the listing of our Units. Any prospective investor investing in such invitation, offer or sale of securities by the Brookfield REIT should consult its own advisors before taking any decision in relation thereto. Each prospective investor acknowledges that neither the Lead Managers, nor their associates or affiliates have any responsibility or liability for such invitation, offer or sale of securities by the Brookfield REIT.

SEBI Disclaimer

It is to be distinctly understood that submission of offer document to SEBI should not in any way be deemed or construed that the same has been cleared or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or the project for which the issue is proposed to be made or for the correctness of the statements made or opinions expressed in the offer document.

BSE Disclaimer

"*BSE Limited (the "**Exchange**") has given vide its letter dated November 02, 2020 permission to this Trust to use the Exchange's name in this offer document as one of the stock exchanges on which this Units of this Trust are proposed to be listed. The Exchange has scrutinized this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Trust. The Exchange does not in any manner:*

a) warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; or

b) warrant that this Trust Units will be listed or will continue to be listed on the Exchange; or

c) take any responsibility for the financial or other soundness of this Trust, its Investment Manager, its Sponsor(s), its Trustee or Project Manager(s);

and it should not for any reason be deemed or construed that this offer document has been cleared or approved by the Exchange. Every person who desires to apply for or otherwise acquires the Units of this Trust may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such *subscription/ acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever*."

NSE Disclaimer

"As required, a copy of this Offer Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). NSE has given vide its letter Ref.: NSE/LIST/0776 dated November 05, 2020 permission to the Issuer to use the Exchange's name in this Offer Document as one of the stock exchanges on which this Issuer's units are proposed to be listed. The Exchange has scrutinized this draft offer document for its limited internal purpose of deciding on the matter granting the aforesaid permission to this Issuer. It is to be distinctly understood that the aforesaid permission given by NSE should not in any way be deemed or construed that the offer document has been cleared or approved by NSE of been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; nor does it warrant that this Issuer's units will be listed or will continue to be listed on the Exchange; nor does it take any granting the aforesaid permission to this Issuer. It is to be distinctly understood that the aforesaid permission given by NSE should not in any way be deemed or construed that the offer document has responsibility for the financial or other soundness of this REIT, its Sponsor, its Investment Manager or any project of this REIT.

Every person who desires to apply for or otherwise acquire any units of this REIT may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription /acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever."

DEFINITIONS AND ABBREVIATIONS

This Offer Document uses the definitions and abbreviations set forth. Prospective investors should consider such definitions and abbreviations whilst reading this Offer Document and the information contained herein. The words and expressions used within this Offer Document, but not defined herein shall have the meaning ascribed to such terms in the REIT Regulations, the SEBI Guidelines, the Depositories Act, and the rules and regulations made thereunder, as applicable. Prospective investors should note that references to any legislation, act, regulation, rules, guidelines or policies shall be to such legislation, act, regulation, rules, guidelines or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall also include any subordinate legislation made under such statutory provision.

In this Offer Document, unless the context otherwise requires, a reference to "we", "us" and "our" collectively refers to the Brookfield REIT and our Portfolio Companies.

Brookfield REIT Related Terms

Term	Description
Agreement(s) to Purchase	The agreements dated January 13, 2021 entered into by each of the Identified SPVs and their respective shareholders with our Manager and the Brookfield REIT (acting through the Trustee)
Asset SPVs	Collectively, Candor Kolkata, Festus and SPPL Noida
Associates	Associates of any person shall be as defined under the Companies Act or under the applicable accounting standards and shall include the following: (i) any person controlled directly or indirectly by the said person; (ii) any person who directly controls the said person; (iii) where the said person is a company or a body corporate, any person(s) who is designated as promoter(s) of the company or body corporate and any other company or body corporate with the same promoter(s); and (iv) where the said person is an individual, any relative of the individual In compliance with the provisions of Regulation 2(1)(b) of the REIT Regulations, our Manager has identified the associates of the Brookfield REIT, our Sponsor and Manager except with respect to sub-clause (ii) of Regulation 2(1)(b), which requires any person who controls, both directly and indirectly, the said person to be identified as an associate. With respect to the aforesaid, only entities which directly control the Brookfield REIT, our Sponsor or Manager, as applicable, have been considered
Auditor	Deloitte Haskins & Sells, Chartered Accountants (Firm Registration No. 015125N), statutory auditors of the Brookfield REIT
Audit Committee	The audit committee of our Board
BAM	Brookfield Asset Management Inc.
Board/ Board of Directors	The board of directors of our Manager
BPY	Brookfield Property Partners L.P.
Brookfield REIT/ Brookfield India REIT	Brookfield India Real Estate Trust
Brookfield/ Brookfield Group	BAM and its affiliates
Brookfield Property Group	Brookfield Group's real estate business
BSREP India Holdings	BSREP India Office Holdings Pte. Ltd.
BSREP India Office III	BSREP India Office Holdings III Pte Ltd.
BSREP II India	BSREP II India Office Holdings II Pte. Ltd.
BSREP V/ Sponsor	BSREP India Office Holdings V Pte. Ltd.
Candor Amended and Restated Service Agreement	Agreement dated December 1, 2020 entered into between our Manager and CIOP
Candor Amended and Restated Transition, Operations and Maintenance Agreements	Agreements, each dated December 1, 2020 entered into between CIOP and the Candor Asset SPVs, respectively
Candor Assets	Candor Techspace K1 (owned by Candor Kolkata), Candor Techspace G2 (owned by Candor Kolkata) and Candor Techspace N1 (owned by SPPL Noida)
Candor Asset SPVs	Together, Candor Kolkata and SPPL Noida
Candor Gurgaon 1	Candor Gurgaon One Realty Projects Private Limited
Candor Gurgaon 2	Erstwhile Candor Gurgaon Two Developers and Projects Private Limited, which has merged into Candor Kolkata with effect from May 4, 2020
Candor Kolkata	Candor Kolkata One Hi-Tech Structures Private Limited
Candor Techspace G1	Candor Techspace, Sector 48, Gurugram

Term	Description
Candor Techspace G2	Completed tower nos. 1, 2, 3, 4 (amenity block I), 4A (amenity block II), 5, 6, 7, 8A, 8B, 9, 11 and 10 (MLCP), all situated at Dundahera, Sector 21, Gurugram 122 016, Haryana, India
Candor Techspace K1	Completed tower nos. A1, A2, A3, B1, B2, B3, G1, G2, G3, C1, C2 and C3 all situated at Action Area – 1D, New Town, Rajarhat, Kolkata 700 156, West Bengal, India
Candor Techspace N1	Completed tower nos. 1, 2, 3, 5, 6 and 7 (amenity block), under construction tower no. 8 (amenity block) and Future Development Potential towers 4A and 4B, all situated at Plot No. 2, Block No. B, Sector 62, Noida, Gautam Budh Nagar 201 301, Uttar Pradesh, India
Candor Techspace N2	Candor Techspace, Sector 135, Noida
Candor Trademark Agreement	Agreement dated September 26, 2020 entered into between CIOP, Candor Asset SPVs, Identified SPVs, our Manager and the Brookfield REIT
Capital Contribution	The total amount contributed by our Unitholders, either by payment of cash towards subscription of Units or allotment of Units by way of a swap of shareholding/ interests in our Asset SPVs/ CIOP or against transfer of Real Estate Assets into the Brookfield REIT, or in any other manner whatsoever
CIOP/ Operational Services Provider	Candor India Office Parks Private Limited
Compliance Officer	The compliance officer of the Brookfield REIT
Condensed Combined Financial Statements	The special purpose condensed combined financial statements of the Brookfield REIT, which comprise the combined balance sheet for the six months ended September 30, 2020 and as at March 31, 2020, March 31, 2019 and March 31, 2018, combined statement of net assets at fair value as at March 31, 2020, combined statement of total returns at fair value for the six months ended September 30, 2020 and as at March 31, 2020, combined statement of profit and loss, combined statement of cash flow, combined statement of changes in equity, and a summary of significant accounting policies and other explanatory information for the six months ended September 30, 2020 and Financial Years ended March 31, 2020, March 31, 2019 and March 31, 2018 Such financial statements have been prepared in accordance with the basis of preparation described in Note 2.1 to the special purpose condensed combined financial statements
Distribution Policy	The distribution policy of the Brookfield REIT, in accordance with REIT Regulations, adopted on September 26, 2020
Festus	Festus Properties Private Limited
Festus Service Agreement	Agreement dated December 1, 2020 entered into between our Manager and Festus
Formation Transactions	The transactions pursuant to which the Brookfield REIT will acquire the Portfolio prior to the Allotment through the Issue
Holdco/ Holding Company	Holding company or holdco as defined under Regulation 2(1)(qa) of the REIT Regulations
Identified Assets	Together, Candor Techspace G1 (owned by Candor Gurgaon 1) and Candor Techspace N2 (owned by SDPL Noida)
Identified SPVs	Together, Candor Gurgaon 1 and SDPL Noida
Independent Property Consultant Report	Independent property consultant report dated January 13, 2021 issued by the Independent Industry Expert
Initial Contribution	The amount which was irrevocably transferred to the Trustee, on or before the execution of the Trust Deed (*i.e.* July 15, 2020), being an amount of ₹0.010 million towards the initial corpus of the Brookfield REIT in equal proportion, with an intention to settle and establish the Brookfield REIT
Initial Portfolio	Real Estate Assets which will be directly or indirectly owned by the Brookfield REIT prior to listing in terms of the REIT Regulations, in this case being (a) Candor Techspace G2 (owned by Candor Kolkata); (b) Candor Techspace K1 (owned by Candor Kolkata); (c) Candor Techspace N1 (owned by SPPL Noida); and (d) Kensington (owned by Festus)
Investment Management Agreement	The investment management agreement dated July 17, 2020 executed between the Brookfield REIT (acting through the Trustee) and our Manager
Kairos	Kairos Property Managers Private Limited
Kensington	Kensington A and Kensington B located at Powai, Mumbai 400 076, Maharashtra, India
Manager/ Brookprop Management	Brookprop Management Services Private Limited

Term	Description
Nomination and Remuneration Committee	The nomination and remuneration committee of our Board
Operational Services	Services including property management, facilities management and support services to be provided by CIOP to each of the Candor Asset SPVs in terms of the Candor Amended and Restated Transition, Operations and Maintenance Agreements
Parties to the Brookfield REIT	Our Sponsor Group, Manager and Trustee
Portfolio	Together, our Initial Portfolio and our Portfolio Investment
Portfolio Companies	Together, our Asset SPVs and CIOP
Portfolio Investment	The investment held by the Brookfield REIT in CIOP, aggregating to 100% of the issued and paid-up equity share capital of CIOP
Projections	Projections of income from operating lease rentals, revenue from operations, net operating income, earnings before interest, tax, depreciation and amortization, cash flows from operating activities, net distributable cash flows and underlying assumptions of the Brookfield REIT for Financial Years ending March 31, 2021, 2022 and 2023 as described in Note 1 of the basis and notes to preparation under projection section. For further details, see "*Projections*" beginning on page 256
Real Estate Assets	Properties held by a REIT, on a freehold or leasehold basis, whether directly or through a Holdco and/ or a special purpose vehicle
REIT Distribution	Declaration and distribution of at least 90% of the NDCF of the Brookfield REIT as distributions to our Unitholders, in accordance with the REIT Regulations and the Distribution Policy
REIT Management Fees	Fees payable to our Manager by the Brookfield REIT in consideration for services rendered by our Manager pursuant to the Investment Management Agreement
REIT Offer Committee	The REIT Offer committee of our Board constituted to facilitate the process of the Issue
ROFO Agreements	Right of first offer agreements each dated December 1, 2020 entered into by the Brookfield REIT (acting through the Trustee) and our Manager with each of the ROFO Companies and their respective shareholders and debenture holders
ROFO Companies	Vrihis Properties Private Limited, Equinox Business Parks Private Limited and Mars Hotels and Resorts Private Limited
ROFO Properties	Powai Business District (owned by Vrihis), Equinox (owned by Equinox Business Parks Private Limited), Units in Godrej BKC (owned by Vrihis) and Waterstones (owned by Mars Hotels and Resorts Private Limited)
SDPL Noida	Seaview Developers Private Limited
Share Acquisition Agreements	The agreements, each dated January 16, 2021 entered into by the Brookfield REIT (acting through the Trustee) and our Manager with each of our Portfolio Companies and their respective shareholders and debenture holders, being certain members of our Sponsor Group (including our Sponsor)
Shareholder Debt	Debt to be provided by the Brookfield REIT to our Asset SPVs for the partial or full repayment or pre-payment of the existing indebtedness of our Asset SPVs and for general purposes
Shareholder Debt Documentation	Documentation entered into between the Brookfield REIT and our Asset SPVs each dated January 16, 2021 with respect to the Shareholder Debt.
Sponsor Group	Sponsor group as defined under Regulation 2(1)(zta) of the REIT Regulations. For a list of the entities forming part of our Sponsor Group, see "*Background of the Brookfield REIT – Parties to the Brookfield REIT - Our Sponsor Group*" beginning on page 72
SPPL Noida	Shantiniketan Properties Private Limited
Stakeholders' Relationship Committee	The stakeholders' relationship committee of our Board
Summary Valuation Report	Summary valuation report dated January 13, 2021 issued by the Valuer in relation to the Brookfield REIT, as included in this Offer Document
Trade-Mark Sublicense Agreement	Agreement dated September 26, 2020 entered into between the Brookfield REIT (acting through our Manager), our Manager, the Portfolio Companies and Brookfield Asset Management Holdings SRL
Trust Deed	The trust deed dated July 17, 2020 entered into between our Manager (solely as the settlor, on behalf of our Sponsor), our Sponsor and the Trustee
Trust Fund	The aggregate of the Initial Contribution, Capital Contributions and any additions, accretions (including accretions arising as result of revaluation/ fair valuation of the assets of the Brookfield REIT or investments) or reductions to the Brookfield REIT and shall include securities, investments (including the investments) and properties of any kind whatsoever (including the Real Estate Assets) to which the same may

Term	Description
	be converted or varied from time to time, and any unutilised portion of any reserves/ surplus in the income and expenditure account
Trustee	Axis Trustee Services Limited
Unitholders	Any person or entity who holds Units of the Brookfield REIT
Units	An undivided beneficial interest in the Brookfield REIT, and such Units together represent the entire beneficial interest in the Brookfield REIT
Valuation Report	Full valuation report dated January 13, 2021 issued by the Valuer with respect to the Brookfield REIT
Valuer	Shubhendu Saha, MRICS, registered as a valuer with IBBI for the asset class 'Land and Building' under the provisions of the Companies (Registered Valuers and Valuation) Rules
Vrihis	Vrihis Properties Private Limited

Issue Related Terms

Term	Description
Acknowledgement Slip	The slip or document issued by the Designated Intermediary to a Bidder as proof of registration of the Bid cum Application Form
Allocated/ Allocation	Following the determination of the Issue Price by our Manager in consultation with the Lead Managers, the allocation of Units to Bidder on the basis of the Application Form submitted by Bidder
Allot/ Allotment/ Allotted	Unless the context otherwise requires, the issue and allotment of Units pursuant to the Issue
Allotment Advice	Note, advice or intimation of Allotment sent to the successful Bidders who have been or are to be Allotted Units after the Basis of Allotment has been approved by the Designated Stock Exchange
Allottees	The successful Bidders to whom Units are Allotted
Ambit	Ambit Private Limited
Anchor Investor	An Institutional Investor, applying under the Anchor Investor Portion in accordance with the requirements specified in the REIT Regulations and the SEBI Guidelines in terms of this Offer Document
Anchor Investor Allocation Price	Price at which Units will be allocated to Anchor Investors in terms of this Offer Document, decided by our Manager in consultation with the Lead Managers
Anchor Investor Application Form	The form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of this Offer Document and the Final Offer Document
Anchor Investor Bid/ Issue Period	One Working Day prior to the Bid/ Issue Opening Date, on which Bids by Anchor Investors are to be submitted and allocation to Anchor Investors shall be completed
Anchor Investor Issue Price	Final price at which Units will be Allotted to Anchor Investors in terms of this Offer Document and the Final Offer Document, which price will be equal to or higher than the Issue Price but not higher than the Cap Price. The Anchor Investor Issue Price will be decided by our Manager in consultation with the Lead Managers
Anchor Investor Portion	Up to 60% of the Institutional Investor Portion which may be allocated to Anchor Investors by our Manager in consultation with the Lead Managers on a discretionary basis
Application Supported by Blocked Amount or ASBA	An application, whether physical or electronic, used by ASBA Bidders to make a Bid by authorising a SCSB to block the Bid Amount in the ASBA Account
ASBA Account	A bank account maintained with a SCSB and specified in the ASBA Form for blocking the Bid Amount mentioned in the ASBA Form
ASBA Bid	A Bid made by an ASBA Bidder including all revisions and modifications thereto as permitted under the REIT Regulations and SEBI Guidelines
ASBA Bidder	All Bidders other than Anchor Investors
ASBA Form	An application form, whether physical or electronic, used by ASBA Bidders which will be considered as the application for Allotment in terms of this Offer Document and the Final Offer Document
Axis	Axis Capital Limited
Basis of Allotment	The basis on which Units will be Allotted to successful Bidders through the Issue and which is described in "*Issue Procedure*" beginning on page 294
Banker to the Offer	The Escrow Collection Bank(s), Public Issue Account Bank(s) and Refund Bank(s), being Kotak Mahindra Bank Limited
Bid Amount	The highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid in the Issue
Bid cum Application Form	The Anchor Investor Application Form or the ASBA Form, as the context requires

Term	Description
Bid Lot	[•] Units and [•] Units thereafter
Bid(s)	An indication to make an offer during the Bid/ Issue Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ Issue Period by an Anchor Investor pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase Units at a price within the Price Band, including all revisions and modifications thereto as permitted under the REIT Regulations and SEBI Guidelines. The term "Bidding" shall be construed accordingly
Bid/ Issue Closing Date	Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which will be published in all editions of Financial Express (a widely circulated English national daily newspaper) and all editions of Jansatta (a widely circulated Hindi national daily newspaper, Hindi also being the regional language of the place where the principal place of business of the Brookfield REIT is located)
Bid/ Issue Opening Date	Except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, which will be published in all editions of Financial Express (a widely circulated English national daily newspaper) and all editions of Jansatta (a widely circulated Hindi national daily newspaper, Hindi also being the regional language of the place where the principal place of business of the Brookfield REIT is located)
Bid/ Issue Period	The period between the Bid/ Issue Opening Date and the Bid/ Issue Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof
Bidder	Any prospective investor who makes a Bid pursuant to the terms of this Offer Document and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor
Bidding Centers	Centers at which the Designated Intermediaries shall accept ASBA Forms, *i.e.*, Designated SCSB Branches for SCSBs, Specified Locations for Syndicate, Broker Centers for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs
Body/ies Corporate	Any body corporate as defined in Regulation 2(1)(d) of the REIT Regulations
BofA Securities	BofA Securities India Limited
Book Building Process	The book building process, as provided under the REIT Regulations and SEBI Guidelines
Book Running Lead Managers or BRLMs	Ambit, Axis, IIFL Securities, JM, J.P. Morgan, Kotak and SBICAPS
Broker Centers	Broker centers notified by the Stock Exchanges where Bidders can submit the ASBA Forms to a Registered Broker. The details of such Broker Centers, along with the names and contact details of the Registered Brokers are available on the websites of the respective Stock Exchanges (www.bseindia.com and www.nseindia.com)
CAN or Confirmation of Allocation Note	Note or advice to Anchor Investors confirming Allocation of Units to such Investors after the Anchor Investor Bid/ Issue Period
Cap Price	The higher end of the Price Band, subject to any revision thereto being ₹[•] per Unit, above which the Issue Price and the Anchor Investor Issue Price will not be finalized and above which no Bids will be accepted
Citigroup	Citigroup Global Markets India Private Limited
Client ID	Client identification number maintained with one of the Depositories in relation to a demat account
Closing Date	The date on which Allotment of Units pursuant to the Issue is expected to be made, *i.e.* on or about February 12, 2021
Collecting Depository Participant or CDP	A depository participant as defined under the Depositories Act, registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI
Cut-off Price	The Issue Price of our Units to be Allocated pursuant to the Issue, which shall be finalized by our Manager in consultation with the Lead Managers
Demographic Details	Details of the Bidders including the Bidder's address, name of the Bidder's father/ husband, investor status, PAN, occupation and bank account details
Designated CDP Locations	Such locations of the CDPs where Bidders can submit the ASBA Forms. The details of such Designated CDP Locations, along with names and contact details of the CDPs eligible to accept Bid cum Application Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)

Term	Description
Designated Date	The date on which funds are transferred from the Escrow Accounts and the amounts blocked by the SCSBs are transferred from the ASBA Accounts, as the case may be, to the Public Issue Account(s) or the Refund Accounts, as appropriate
Designated Intermediaries	Syndicate, sub-syndicate/ members, SCSBs, Registered Brokers, CDPs and RTAs, who are authorized to collect ASBA Forms from the ASBA Bidders, with respect to the Issue
Designated RTA Locations	Such locations of the RTAs where Bidders can submit ASBA Forms to RTAs. The details of such Designated RTA Locations, along with names and contact details of the RTAs eligible to accept Bid cum Application Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
Designated SCSB Branches	Such branches of the SCSBs which shall collect the ASBA Forms, a list of which is available on the website of SEBI at www.sebi.gov.in, as updated from time to time
Designated Stock Exchange	BSE
Draft Offer Document	The Draft Offer Document dated September 29, 2020 issued in accordance with the REIT Regulations and the SEBI Guidelines, which did not contain complete particulars of the Issue including the price at which our Units will be Allotted and the size of the Issue
Eligible NRI(s)	NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation with respect to the Issue and in relation to whom the ASBA Form and this Offer Document will constitute an invitation to subscribe to our Units
Escrow Accounts	'No-lien' and 'non-interest bearing' accounts opened with the Escrow Collection Bank(s) and in whose favour Anchor Investors will transfer money through direct credit/NEFT/NECS/RTGS in respect of the Bid Amount when submitting a Bid
Escrow Agreement	Agreement dated January 25, 2021 entered into among the Brookfield REIT (acting through the Trustee), our Sponsor, our Manager, the Registrar to the Offer, the Banker to the Offer, the Syndicate Members and the Lead Managers
Escrow Collection Bank(s)	The banks which are clearing members and registered with SEBI under the BTI Regulations, with whom the Escrow Account(s) have been opened and in this case being Kotak Mahindra Bank Limited
Final Offer Document	The Final Offer Document to be filed with SEBI and the Stock Exchanges after the Pricing Date in accordance with the REIT Regulations and the SEBI Guidelines containing, among other things, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information, including any addenda or corrigenda thereto
First Bidder	Bidder whose name shall be mentioned first in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name shall also appear as the first holder of the beneficiary account held in joint names
Floor Price	The lower end of the Price Band, subject to any revision thereto, in this case being ₹[•] at or above which the Issue Price and the Anchor Investor Issue Price will be finalized and below which no Bids will be accepted
Global Coordinators and Book Running Lead Managers or GCBRLMs	Morgan Stanley, BofA Securities, Citigroup and HSBC
HSBC	HSBC Securities and Capital Markets (India) Private Limited
IIFL Securities	IIFL Securities Limited
Institutional Investor Portion	Portion of the Issue (including the Anchor Investor Portion) being not more than 75% of the Issue, comprising not more than [•] Units which shall be available for allocation to Institutional Investors (including Anchor Investors), subject to valid Bids being received at or above the Issue Price
Institutional Investors	Institutional Investor means (i) a Qualified Institutional Buyer, or (ii) a family trust or intermediaries registered with SEBI, with net-worth of more than ₹5,000 million as per the last audited financial statements
Issue/ Offer	Initial public offer of up to [•] Units aggregating up to ₹38,000 million by the Brookfield REIT
Issue Price	₹[•] per Unit, being the final price at which Units will be Allotted to successful Bidders, other than Anchor Investors, in terms of this Offer Document. The Issue Price will be decided by our Manager in consultation with the Lead Managers on the Pricing Date
Issue Proceeds	The gross proceeds of the Issue
Issue Size	The Issue, aggregating up to ₹38,000 million
JM	JM Financial Limited
J.P. Morgan	J.P. Morgan India Private Limited
Kotak	Kotak Mahindra Capital Company Limited

Term	Description
Lead Managers	Together, the GCBRLMs and the BRLMs
Listing Agreement	Listing agreement to be entered into with the Stock Exchanges by our Manager or the Trustee (on behalf of the Brookfield REIT), in line with the format as specified under the Securities and Exchange Board of India circular number CIR/ CFD/CMD/6/2015 dated October 13, 2015 on "Format of uniform Listing Agreement"
Listing Date	The date on which our Units will be listed on the Stock Exchanges
Minimum Bid Size	₹0.05 million, for Bidders other than Anchor Investors and ₹100 million for Anchor Investors
Morgan Stanley	Morgan Stanley India Company Private Limited
Mutual Funds	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
Net Proceeds	Proceeds of the Issue less the Issue expenses
Non-Institutional Investors	All Bidders, that are not QIBs (including Anchor Investors) who have Bid for Units in the Issue
Non-Institutional Investor Portion	Portion of the Issue being not less than 25% of the Issue, comprising at least [•] Units, which shall be available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Issue Price
Offer Agreement	Agreement dated September 29, 2020 entered into among the Trustee, our Sponsor, our Manager, the Lead Managers and BSREP V, BSREP India Office III, BSREP II India, BSREP India Holdings and Kairos and amendment agreement dated January 25, 2021 read along with the termination letter dated January 15, 2021 from BSREP V, BSREP India Office III and Kairos
Offer Document	This Offer Document dated January 27, 2021 issued in accordance with the provisions of the REIT Regulations and the SEBI Guidelines, which does not have complete particulars of the Price Band and the Issue Price at which our Units will be offered and the size of the Issue, including any addenda or corrigenda. This Offer Document has been filed with SEBI and the Stock Exchanges at least five Working Days prior to the Bid/ Issue Opening Date and shall become the Final Offer Document which shall be filed with SEBI and the Stock Exchanges after the Pricing Date
Pay-in Date	The last date specified in the CAN for payment of application monies by the Anchor Investors, which shall be no later than two Working Days from the Bid/ Issue Closing Date/ Pricing Date, as applicable
Price Band	Price band between the Floor Price and the Cap Price. The Price Band will be decided by our Manager in consultation with the Lead Managers, and will be advertised at least two Working Days prior to the Bid/ Issue Opening Date, on the websites of the Brookfield REIT, our Sponsor and our Manager, and shall be made available to the Stock Exchanges for the purpose of uploading on their respective websites
Pricing Date	The date on which our Manager in consultation with the Lead Managers finalises the Issue Price
Public Issue Account(s)	'No-lien' and 'non-interest bearing' bank account(s) opened to receive monies from the Escrow Account(s) and from the ASBA Accounts on the Designated Date
Public Issue Account(s) Bank	The banks which are clearing members and registered with SEBI under the BTI Regulations, with whom the Public Issue Account has been opened and in this case being Kotak Mahindra Bank Limited
Qualified Institutional Buyers or QIB(s)	Qualified institutional buyers as defined in Regulation 2(l)(ss) of the SEBI ICDR Regulations
Refund Account(s)	'No-lien' and 'non-interest bearing' account(s) opened with the Refund Bank(s), from which refunds, if any of the whole or part of the Bid Amount to Anchor Investors shall be made
Refund Bank(s)	The banks which are clearing members and registered with SEBI under the BTI Regulations with whom the Refund Account has been opened and in this case being Kotak Mahindra Bank Limited
Registered Brokers	Stock brokers registered with the stock exchanges having nationwide terminals, other than the Lead Managers and the Syndicate Members, eligible to procure Bids in terms of Circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI
Registrar Agreement	The agreement dated September 26, 2020 entered into among the Trustee (on behalf of the Brookfield REIT), the Trustee, our Manager, the Registrar to the Offer and BSREP V, BSREP India Office III, BSREP II India, BSREP India Holdings and Kairos read along with the first amendment agreement dated January 14, 2021 and second amendment agreement dated January 25, 2021.

Term	Description
Registrar and Share Transfer Agents or RTA	Registrar and share transfer agents registered with SEBI and eligible to procure RTAs Bids at the Designated RTA Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI
Registrar to the Offer	Link Intime India Private Limited
Revision Form	Form used by the Bidders to modify the quantity of Units or the Bid Amount in any of their ASBA Forms or any previous Revision Forms. Bidders are not allowed to withdraw or lower their Bids (in terms of number of Units or the Bid Amount) at any stage. Bidders are permitted to make upward revisions in their Bids
SBICAPS	SBI Capital Markets Limited
Self-Certified Syndicate Bank(s) or SCSB(s)	Banks registered with SEBI, offering services in relation to ASBA, a list of which is available on the website of SEBI at www.sebi.gov.in, as updated from time to time
Specified Locations	Bidding centres where the Syndicate shall accept ASBA Forms from Bidders
Strategic Investors	Strategic investors as defined under Regulation 2(1)(ztb) of the REIT Regulations
Syndicate Agreement	The agreement dated January 25, 2021 entered into among the Brookfield REIT (acting through the Trustee), our Manager, our Sponsor, the Lead Managers and the Syndicate Members. For further details, see "*Issue Procedure - Syndicate Agreement*" on page 315
Syndicate Members	Intermediaries, registered with SEBI who are permitted to carry out activities as an underwriter, being Ambit Capital Private Limited, IIFL Securities, Investec Capital Services (India) Private Limited, JM Financial Services Limited, Kotak Securities Limited and SBICAP Securities Limited
Syndicate/ Members of the Syndicate	The Lead Managers and the Syndicate Members
Underwriters	[•]
Underwriting Agreement	Agreement dated [•], 2021 entered into between the Trustee, the Underwriters, our Manager and our Sponsor. For further details, see "*Issue Procedure – Signing of Underwriting Agreement*" on page 315
Working Day	Working Day, with reference to (a) announcement of Price Band; and (b) Bid/ Issue Period, shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) the time period between the Bid/ Issue Closing Date and the listing of our Units on the Stock Exchanges, shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016

Technical, Industry related and other terms

Term	Description
Adjusted EBITDA	Adjusted EBITDA is a non-GAAP measure that takes its earnings and adds back interest expenses, taxes, and depreciation charges, plus exceptional items to the metric
Accenture	Accenture Solutions Private Limited
Amazon	Amazon Development Centre India Private Limited
Aricent	Aricent Technologies (Holding) Limited
Bank of America Continuum	BA Continuum India Private Limited
Barclays	Barclays Global Service Centre Private Limited
Cognizant	Cognizant Technology Solutions India Private Limited
Committed Occupancy	$\frac{\text{(Occupied Area) + (Completed Area under Letters of Intent)}}{\text{Completed Area}}$ in%
Completed Area	The area of a property for which occupancy certificate has been received
CPI	Consumer price index
C&WI/ Independent Industry Expert	Cushman & Wakefield (India) Private Limited
EPS	Earnings per share
Floor Space Index/ FSI	The quotient of the ratio of the combined gross covered area on all floors, excepting areas specifically exempted under the relevant laws and the REIT Regulations to the total area of the plot
Future Development Potential	The area of a property for which the master plan for development has been obtained or applied for, or which has been calculated on the basis of FSI available as per the local regulatory norms, but where the internal development plans are yet to be finalized and the applications for requisite approvals to commence construction are yet to be made
GCCs	Global capability centers
GICs	Global in-house centres

Term	Description
Grade A	Grade-A means a development type whose tenant profile includes prominent multinational corporations. The development should also include adequate ceiling height, 24x7 power back-up, supply of telephone lines, infrastructure for access to internet, central air-conditioning, spacious lobbies, circulation areas, good lift services, sufficient parking facilities and should have centralized building management and security systems
Gross Contracted Rentals	Gross contracted rentals is the sum of Warm Shell Rentals from Occupied Area that is expected to be received from the tenants pursuant to the agreements entered into with them
GVA	Gross value added
IGBC	Indian Green Building Council
Industry Report	Report titled "*India Commercial Real Estate Overview*" dated January 13, 2021 issued by C&WI
Landis + Gyr	Landis + Gyr Limited
Leasable Area	The total area of a property that can be occupied and commonly used, or assigned to a tenant for the purpose of determining a tenant's rental obligation
Leasing Rent	Warm Shell Rent of the asset that can be expected from new leasing to a tenant as on a particular date and does not include fit-out, car parking income and maintenance services income
Letters of Intent	Non-binding agreements with tenants to lease space
Market Value	The market value as determined by the Valuer as of September 30, 2020 and as included in the Summary Valuation Report
NDCF	Net distributable cash flows (non-GAAP measure)
Occupied Area	Completed Area for which lease agreements have been signed with tenants
RBS	RBS Services India Private Limited
Sapient	Publicis Sapient
STEM	Science, technology, engineering and medicine
Steria	Sopra Steria
Tata Consultancy Services	Tata Consultancy Services Ltd.
Under Construction Area	The area of a property for which the master plan for development has been obtained, internal development plans have been finalised and requisite approvals for the commencement of construction required under law have been applied for, construction has commenced and the occupancy certificate is yet to be received
WALE	Weighted Average Lease Expiry based on area. Calculated assuming tenants exercise all their renewal options post expiry of their initial lock-in period
Warm Shell Rent	Rental income contracted from the leasing of Occupied Area and does not include fit-out and car parking income
Wipro	Wipro HR Services India Private Limited

Abbreviations

Term	Description
AIF	Alternative Investment Fund as defined in and registered with SEBI under the SEBI AIF Regulations
Air Act	Air (Prevention and Control of Pollution) Act 1981
BoA	Board of approvals established under the SEZ Act
BSE	BSE Limited
BTI Regulations	Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994
CCD	Compulsorily convertible debentures
CCI	Competition Commission of India
CDSL	Central Depository Services (India) Limited
Companies Act	Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections along with the relevant rules, clarifications and modifications made therein
Companies Act, 1956	Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon the notification of the Notified Sections) along with the relevant rules made therein
Companies (Registered Valuers and Valuation) Rules	Companies (Registered Valuers and Valuation) Rules, 2017
Competition Act	Competition Act, 2002
Depository	A depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996

Term	Description
Depositories Act	Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996
Depository Participant or DP	A depository participant as defined under the Depositories Act
DIN	Director identification number
DP ID	Depository participant's identification
DoI	Directorate of Industries, Mumbai
EBITDA	Earnings before interest, taxes, depreciation and amortization (non-GAAP measure)
ESG	Environmental, social and governance
FAR	Floor area ratio
FBIL	Financial Benchmark India Private Limited
FCNR Account	Foreign currency non-resident account
FDI	Foreign direct investment
FDI Policy	The consolidated FDI policy, effective from October 15, 2020, issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, and any modifications thereto or substitutions thereof, issued from time to time
FEMA Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
Financial Year or Fiscal or FY	Period of 12 months period ended March 31 of that particular year, unless otherwise stated
FPI	Foreign Portfolio Investor as defined under the SEBI FPI Regulations
FVCI	Foreign Venture Capital Investors as defined and registered under the Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
HUDA	Haryana Urban Development Authority
HUF	Hindu undivided family
IBBI	Insolvency and Bankruptcy Board of India
ICAI	Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards
Ind AS	Indian Accounting Standards referred to in the Companies Act and notified under Section 133 of the Companies Act read with the Companies (Indian Accounting Standards) Rules, 2015, notified on February 19, 2015 by the MCA, including any amendments or modifications thereto
Indian GAAP	Previously generally accepted accounting principles in India that were notified by the MCA under the Companies (Accounting Standards) Rules, 2006, and amended pursuant to the relevant provisions of the Companies Act
Insurance Companies	Companies registered as insurance companies with the IRDAI
IRDAI	Insurance Regulatory and Development Authority of India
IT	Information technology
ITES	Information technology enabled services
IT Park	Information Technology Park
MCA	Ministry of Corporate Affairs
MCLR	Marginal cost of funds based lending rate
MLCP	Multi level car parking
MoEF&CC	Ministry of Environment, Forests and Climate Change
MPCB	Maharashtra Pollution Control Board
MRICS	Member of Royal Institution of Chartered Surveyors
NASDAQ	National Association of Securities Dealers Automated Quotations
NBFC	Non-banking financial company
NCLT	National Company Law Tribunal, Mumbai Bench
NCDs	Non- convertible debentures
NEFT	National electronic funds transfer
NOC	No objection certificate
Noida	New Okhla Industrial Development Area
Notified Sections	The sections of the Companies Act that have been notified by the MCA and are currently in effect
Non-Resident Indian/ Non-Resident	An individual resident outside India who is a citizen or is an 'overseas citizen of India' cardholder within the meaning of Section 7A of the Citizenship Act, 1955 and includes a Non-Resident Indian, FVCIs and FPIs
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
NYSE	New York Stock Exchange
OCB	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and

Term	Description
	which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA. OCBs are not allowed to invest in the Issue
ODI	Overseas direct investment
PAN	Permanent account number
PLR	Prime lending rate
Psf	Per square feet
RBI	Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
REIT	Real estate investment trust
REIT Regulations	Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014
RICS	The Royal Institution of Chartered Surveyors
RoC	Registrar of Companies
ROFO	Right of first offer
Rs./ Rupees/ INR/ ₹	Indian rupees
Rule 144A	Rule 144A under the U.S. Securities Act
SEBI	The Securities and Exchange Board of India
SEBI Act	The Securities and Exchange Board of India Act, 1992
SEBI Guidelines	Circular dated December 19, 2016 on Guidelines for public issue of units of REITs issued by SEBI as amended by circular dated January 15, 2019, circular dated December 26, 2016 on Disclosure of Financial Information in Offer Document for REITs issued by SEBI, circular dated December 29, 2016 on Continuous Disclosures and Compliances by REITs issued by SEBI, circular dated January 18, 2018 on participation by Strategic Investor(s) in InvITs and REITs issued by SEBI, Circular dated April 23, 2019 on Guidelines for determination of allotment and trading lot size for Real Estate Investment Trusts (REITs) and Infrastructure Investment Trusts (InvITs) and any other circulars, guidelines and clarifications issued by SEBI under the REIT Regulations, from time to time
SEBI AIF Regulations	The Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
SEBI Insider Trading Regulations	Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
SEBI FPI Regulations	The Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
SEBI Listing Regulations	The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SEBI VCF Regulations	The erstwhile Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996
U.S. Securities Exchange Act	U.S. Securities Exchange Act of 1934, as amended
U.S. Securities Act	U.S. Securities Act of 1933, as amended
SEC	United States Securities and Exchange Commission
SEZ	Special Economic Zone
SEZ Act	Special Economic Zones Act, 2005
SEZ Rules	Special Economic Zone Rules, 2006
SPV(s)	Special purpose vehicle(s)
Stock Exchanges	Collectively, BSE and NSE
TDS	Tax deducted at source
TSX	The Toronto Stock Exchange
USD/ US$	United States Dollar
Water Act	Water (Prevention and Control of Pollution) Act, 1974

Notwithstanding the foregoing, the words and expressions not defined herein, however, used within the "Financial Information of the Brookfield REIT", "Projections", "Industry Overview" "Taxation" and "Legal Proceedings" beginning on pages 374, 256, 75, 342 and 335, respectively, shall have the meaning ascribed to such terms in these respective sections.

PRESENTATION OF FINANCIAL DATA AND OTHER INFORMATION

Certain Conventions

All references in this Offer Document to "India" are to the Republic of India and its territories and possessions and all references herein to the "Government", "Indian Government", "GoI", "Central Government" or the "State Government" are to the Government of India or the relevant state government, as applicable.

All references herein to (i) "USA", "U.S.", "United States" and "US" are to the United States of America; and (ii) "Singapore" is to the Republic of Singapore.

Unless stated otherwise, all references to page numbers in this Offer Document are to the page numbers of this Offer Document.

Financial Data

The financial year for the Brookfield REIT and our Manager commences on April 1 of the immediately preceding calendar year and ends on March 31 of that particular calendar year and the financial year for our Sponsor commences on January 1 and ends on December 31 of the same calendar year. Accordingly, all references to a particular financial year (unless stated otherwise or with respect to our Sponsor) are to the 12 month period commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year.

Historically, the audited standalone financial statements for certain of our Portfolio Companies, prepared in accordance with Indian GAAP and the Companies Act, have been audited by each of their respective statutory auditors. However, for the purposes of this Offer Document, the Condensed Combined Financial Statements, have been prepared in accordance with Ind AS and the provisions of the REIT Regulations and the SEBI Guidelines, for the purposes of the Issue, and in accordance with the basis of preparation as set out in '*Notes to Accounts – Note 2.1 Basis of preparation of the Condensed Combined Financial Statements*' to the Condensed Combined Financial Statements. The date of transition for the purpose of Ind AS for the Condensed Combined Financial Statements is determined as April 1, 2017.

Unless stated otherwise, the financial information included in this Offer Document with respect to the Brookfield REIT is derived from the Condensed Combined Financial Statements. For details, see "*Financial Information of the Brookfield REIT*" beginning on page 374.

Further, this Offer Document includes Projections in relation to the projections of revenues from operations and cash flows from operating activities and underlying assumptions of the Brookfield REIT for Financial Years ending March 31, 2021, 2022 and 2023. For details, see "*Projections*" beginning on page 256.

This Offer Document also includes summary financial statements of our Sponsor, as of and for the three years ended December 31, 2019, 2018 and 2017, derived from the standalone audited financial statements of our Sponsor, prepared in accordance with the applicable accounting standards and the IFRS. For details, see "*Financial Information of our Sponsor*" beginning on page 439. Our Manager was incorporated as a private limited company on March 21, 2018 and accordingly was not required to prepare audited financial statements for the Financial Year ended March 31, 2018. The summary financial statements of our Manager for the Financial Year ended March 31, 2020 and 2019, derived from the standalone audited financial statements of our Manager, prepared in accordance with Ind AS and the Companies Act, have been disclosed in this Offer Document. For details, see "*Financial Information of our Manager*" beginning on page 442.

The degree to which the financial information included in this Offer Document will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting policies and practices, Companies Act, Indian GAAP, Ind AS, IFRS, the REIT Regulations and the SEBI Guidelines. Any reliance by prospective investors not familiar with the accounting policies and practices on the financial disclosures presented in this Offer Document should accordingly be limited.

In this Offer Document, any discrepancies in any tabular representation between the total and the sums of the amounts stated are due to applicable rounding off.

Certain Non-GAAP Financial Metrics

The body of generally accepted accounting principles is commonly referred to as "GAAP". Our Manager believes that the presentation of certain non-GAAP measures provides additional useful information to prospective investors regarding the performance and trends related to the Brookfield REIT's results of operations and accordingly, our Manager believes that when non-GAAP financial information is viewed with GAAP and/ or Ind AS financial information, prospective investors are provided with a more meaningful understanding of the Brookfield REIT's ongoing operating performance and financial results. For such reason, this Offer Document includes information regarding the Brookfield REIT's Net Distributable Cash Flow, NOI and NOI margin, EBITDA and EBITDA margin and certain other metrics based on or derived from such metrics.

However, these financial measures are not measures determined based on GAAP, Ind AS or any other internationally accepted accounting principles, and prospective investors should not consider such items as an alternative to the historical financial results or other indicators of the Brookfield REIT's cash flow based on Ind AS or IFRS. The non-GAAP financial measures included herein, may not be directly comparable with metrics bearing similar names as presented by other entities due to differences in the way such non-GAAP financial measures are calculated. The non-GAAP financial information contained in this Offer Document is not intended to comply with the requirements of the SEC and is or will not be subject to review by the SEC. Even though the non-GAAP financial measures are used by management to assess the financial position, financial results and liquidity of the Brookfield REIT and these types of measures are commonly used by investors, they have important limitations as analytical tools. For additional information, see "*Management's Discussion and Analysis of Factors Affecting the Financial Condition and Results of Operations – Non Ind AS Measures*" beginning on page 245.

*Net Distributable Cash Flow ("**NDCF**")*

The Brookfield REIT presents NDCF in this Offer Document. NDCF is calculated in the manner specified within "*Distribution*". NDCF is a significant performance metric, the framework for which is adopted by our Manager in line with the REIT Regulations and the SEBI Guidelines. Our Manager believes this metric serves as a useful indicator of our expected ability to provide a cash return on investment. NDCF is a supplemental measure of performance and is not a measurement of financial performance or liquidity under Ind AS, IFRS or any other internationally accepted accounting principles, and should not be considered as an alternative to net profit or any other performance measures derived in accordance with Ind AS, nor as an alternative to cash flow from operating activities as a measure of liquidity. In addition, NDCF is not a standardized term, hence, a direct comparison between companies/ REITs using this term may not be possible. For details see "*Projections*" and "*Distribution*" beginning on pages 256 and 284, respectively.

*Net Operating Income ("**NOI**")*

Our Manager calculates NOI as revenue from operations (which includes (i) income from operating lease rentals; (ii) income from maintenance services; (iii) property management fees; and (iv) sale of food and beverages) less direct operating expenses. Direct operating expenses include (i) property management fees; (ii) brokerage; (iii) facility usage charges; (iv) power and fuel; (v) lease rent; and (vi) cost of materials consumed; and (vii) a portion of repair and maintenance, legal and professional fees, insurance, rates and taxes and miscellaneous expenses, which are directly incurred in relation to the commercial properties of our respective Asset SPVs. For a detailed calculation, see "*Summary Financials*" and "*Management's Discussion and Analysis of the Financial Condition and Results of Operations – Non Ind AS Measures*" beginning on pages 210 and 245.

Our Manager uses NOI internally as a performance measure and believes it provides useful information to investors regarding our financial condition and results of operations because it provides a direct measure of the operating results of our business. We therefore consider NOl to be a meaningful supplemental financial measure of our performance when considered with the Condensed Combined Financial Statements determined in accordance with Ind AS. However, NOI does not have a standardised meaning, nor is it a recognized measure under Ind AS or IFRS, and may not be comparable with measures with similar names presented by other companies/ REITs. NOI should not be considered by itself or as a substitute for comparable measures under Ind AS or IFRS or other measures of operating performance, liquidity or ability to pay dividends. Accordingly, there can be no assurance that our basis for computing this non-Ind AS measure is comparable with that of other companies/ REITs.

Earnings before interest costs, taxes, depreciation and amortization

EBITDA is computed by taking profit / (loss) and then adding back finance cost, taxes, depreciation and amortization. EBITDA is a supplemental measure of performance that is not required by, nor presented in accordance with, Ind AS or IFRS. EBITDA is not a measurement of financial performance or liquidity under Ind AS, IFRS or any other internationally accepted accounting principles, and should not be considered as an alternative to profit or any other performance measures derived in accordance with Ind AS, nor as an alternative to cash flow from operating activities as a measure of liquidity. In addition, EBITDA is not a standardized term, hence, a direct comparison between companies/ REITs using this term may not be possible. EBITDA is presented because our Manager believes that it is frequently used by securities analysts, investors and other interested parties in evaluating companies/ REITs. For details, see "*Management's Discussion and Analysis of the Financial Condition and Results of Operations – Non Ind AS Measures*" and "*Projections*" beginning on pages 245 and 256.

Currency and Units of Presentation

In this Offer Document, all references to (i) "Rupees" or "₹" or "Rs." or "INR" are to Indian Rupees, the official currency of India; (ii) "US$", "U.S. Dollar", "USD" or "U.S. Dollars" are to United States Dollars, the official currency of the United States; and (iii) "SGD" or "S$" are to the Singapore Dollar, the official currency of Singapore.

Except otherwise specified, this Offer Document includes certain numerical information in "million" or "billion" units. Wherein, one million represents 1,000,000 and one billion represents 1,000,000,000. However, where any figures that may have been sourced from third-party industry sources are expressed in denominations other than millions in their respective sources, such figures appear in this Offer Document expressed in such denominations as provided in such respective sources.

Areas have been represented in square feet and acres, where one acre is equal to 43,560 square feet.

Industry and Market Data

Unless stated otherwise, industry and market data used in this Offer Document is a summary of and has been obtained or derived from report titled "*India Commercial Real Estate Overview*" dated January 13, 2021 as issued by C&WI (the "**Industry Report**").

Industry publications generally state that the information contained in such publications has been obtained from publicly available documents from various sources believed to be reliable but their accuracy and completeness are not guaranteed and their reliability cannot be assured. The data used in these sources may have been re-classified for the purposes of this Offer Document. Data from these sources may also not be comparable. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those set out within "*Risk Factors – This Offer Document contains information from the industry report which have been commissioned by our Manager from C&WI in relation to the Issue. Our Manager cannot assure you that the statistical, financial and other industry information in the industry report is either complete or accurate.*" beginning on page 49. Although our Manager believes that the industry and market data used in this Offer Document is reasonably reliable, it has not been independently verified by our Manager, our Sponsor, the Trustee or the Lead Managers, or any of their associates, affiliates or advisors. Accordingly, no investment decisions should be solely based on such information or data included herein.

Considering that there are no standard methodologies for compiling data with respect to the industry in which the Brookfield REIT operates, the methodologies and assumptions adopted may widely vary among different industry sources and accordingly, the extent to which the market and industry data used in this Offer Document is meaningful depends on the reader's familiarity with and understanding of the methodologies used in compiling such data.

Valuation data

Unless stated otherwise, the Summary Valuation Report included in this Offer Document is a summary of the Valuation Report issued by the Valuer which has been prepared by drawing inputs from the macro market data provided by C&WI, the Independent Industry Expert, in the Industry Report. C&WI has also independently reviewed the assumptions and the methodologies used for the valuation, in accordance with the IVS 104 of the IVSC International Valuation Standards issued on July 31, 2019, effective from January 31, 2020, and issued the Independent Property Consultant Report, accordingly. For additional details, see "*Summary Valuation Report*", "*Industry Overview*" and "*Independent Property Consultant Report*" beginning on pages 445, 75 and 469, respectively.

The valuation of our Initial Portfolio has been carried out in accordance with provisions of the REIT Regulations, including Regulation 21 and Schedule V of the REIT Regulations. To arrive at a market valuation of our Initial Portfolio, given the prevalent market conditions, the Valuer has carried out an impartial and detailed assessment in relation to our Initial Portfolio on the basis of its independent professional judgment and has relied on the macro market related information provided by the Independent Industry Expert. The Independent Industry Expert has also provided the Independent Property Consultant Report under RICS standard and in accordance with the IVS 104 of the IVSC International Valuation Standards issued on July 31, 2019, effective from January 31, 2020, on the assumptions and the methodologies used for the valuation. For details on the Independent Property Consultant Report, see "*Independent Property Consultant Report*" beginning on page 469. However, the valuation exercise is based on prevailing market dynamics as on the date of valuation and does not take into account any unforeseeable developments which could impact the same in the future.

The valuations are based on asset specific information provided by our Manager which has been assumed to be correct and has been used for valuation exercise. Where it is stated in the Summary Valuation Report that another party has supplied information to the Valuer, this information is believed to be reliable but the Valuer can accept no responsibility if this should prove not to be so.

Assumptions are a necessary part of undertaking valuations. The Valuer adopts assumptions for the purpose of providing valuation advice because some matters are not capable of accurate calculation or fall outside the scope of the Valuer's expertise, or the Valuer's instructions. Prospective investors accept that the valuation contains certain specific assumptions and acknowledge and accept the risk that if any of the assumptions adopted in the valuation are incorrect, then this may have an effect on the valuation.

Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those set out within "*Risk Factors – The Valuation Report on the Initial Portfolio is only indicative in nature as it is based on a set of assumptions and may not be representative of the true value of the Initial Portfolio*" beginning on page 44. Although our Manager believes that the industry and market data used by the Valuer and the Independent Industry Expert for the valuation is reasonably reliable, it has not been independently verified by our Manager, our Sponsor, the Trustee or the Lead Managers, or any of their associates, affiliates or advisors. Accordingly, no investment decisions should be solely based on such information or data included herein.

The extent to which the valuation assumptions used by the Valuer in the "*Summary Valuation Report*", beginning on page 445 are meaningful, depends on the reader's familiarity with and understanding of the methodologies used in undertaking such valuations.

Exchange Rates

This Offer Document contains conversion of certain currency amounts into Rupees. These conversions should not be construed as a representation that these currency amounts could have been, or can be converted into Rupees, at any particular rate. The exchange rates of certain currencies used in this Offer Document into Rupees are set forth for the dates indicated:

Currency	Exchange rate as on December 31, 2020	Exchange rate as on September 30, 2020	Exchange rate as on March 31, 2020	Exchange rate as on March 29, 2019*	Exchange rate as on March 28, 2018**
1 USD	73.05	73.80	75.39	69.17	65.04
1 SGD	55.28	53.79	52.68	51.12	49.52

Source*: RBI Reference Rate and FBIL Reference Rate (www.fbil.org.in) for USD and www.oanda.com for SGD*
** Exchange Rate as on March 29, 2019, as FBIL reference rate is not available for March 30, 2019 and March 31, 2019 being a Saturday and Sunday, respectively.*
*** Exchange Rate as on March 28, 2018, as RBI reference rate is not available for March 29, 2018 and March 30, 2018 being public holidays and March 31, 2018 being a Saturday.*

Websites

The information contained on the website of the Brookfield REIT, our Manager and our Sponsor, the websites of the Trustee, the Lead Managers or other websites referenced in this Offer Document or that can be accessed through these websites or such other websites, neither constitutes part of this Offer Document, nor is it incorporated by reference therein and should not form the basis of any investment decision. For details of the websites of the Brookfield REIT, our Manager, the Trustee, our Sponsor and the Lead Managers, see "*General Information*" beginning on page 356.

FORWARD-LOOKING STATEMENTS

This Offer Document contains certain statements that are not statements of historical fact and accordingly, constitute "forward-looking statements". These forward looking statements include statements which can generally be identified by words or phrases such as "*aim*", "*anticipate*", "*believe*", "*continue*", "*can*", "*could*", "*estimate*", "*expect*", "*intend*", "*likely to*", "*may*", "*objective*", "*plan*", "*potential*", "*project*", "*propose*", "*pursue*", "*seek to*", "*shall*", "*should*", "*will*", "*will continue*", "*would*", other words or phrases of similar import. Similarly, statements that describe the strategies, objectives, plans, prospects or goals of the Brookfield REIT and the Projections are also forward-looking statements. These forward-looking statements include statements as to the business strategy, plans, objectives, goals, results of operations, prospects, revenue and profitability (including, without limitation, any financial or operating forecasts) and other matters discussed in this Offer Document including the Projections that are not historical facts. However, these are not the exclusive means of identifying forward-looking statements.

Further, please note that the Projections included in this Offer Document are based on a number of assumptions. For details, see "*Projections*" beginning on page 256. The Summary Valuation Report, Independent Property Consultant Report and Industry Overview included in this Offer Document are also based on certain estimates and projections and should be read together with assumptions and notes thereto. For details, see "*Summary Valuation Report – Assumptions, Disclaimers, Limitations & Qualifications to Valuation*", "*Independent Property Consultant Report*" and "*Industry Overview*" beginning on pages 452, 469 and 75, respectively.

Actual results may materially differ from those suggested by the forward-looking statements or financial projections due to certain known or unknown risks or uncertainties associated with our Manager's expectations with respect to, but not limited to, the actual growth in the real estate sector, our Manager's ability to successfully implement the strategy, growth and expansion plans, technological changes, cash flow projections, the outcome of any legal or regulatory proceedings and the future impact of new accounting standards, regulatory changes pertaining to the real estate sector in India and our Manager's ability to respond to them, and general economic and political conditions in India which have an impact on the Brookfield REIT's business activities or investments, changes in competition and our Manager's ability to operate and maintain our Initial Portfolio. By their nature, certain of the market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains, losses or impact on net interest income and net income could materially differ from those that have been estimated.

Factors that could cause actual results, performance or achievements of the Brookfield REIT to differ materially include, but are not limited to, those discussed as part of "*Risk Factors*", "*Industry Overview*", "*Our Business and Properties*" and "*Management's Discussion and Analysis of Factors Affecting the Financial Condition and Results of Operations*", beginning on pages 30, 75, 114 and 225, respectively. Important factors that could cause actual results, performance or achievements of the Brookfield REIT to differ materially include, but are not limited to, the following:

(a) The extent to which the Coronavirus disease (COVID-19) may affect our business and operations in the future is uncertain and cannot be predicted.

(b) Our business and profitability is dependent on the performance of the commercial real estate market in India. Fluctuations in the general economic, market and other conditions may affect the commercial real estate market in India and in turn, our ability to lease office parks to tenants on favorable terms.

(c) A significant portion of our revenue is derived from a limited number of tenants and sectors, and any adverse developments affecting such tenants or sectors may have an adverse effect on our business, results of operations and financial condition.

(d) A significant portion of our revenue is derived from leasing activities at Candor Techspace G2 and any adverse development relating to Candor Techspace G2 or in the micro-market in which it is located may adversely affect our business, results of operations and financial condition.

(e) The ability of our Manager to acquire or dispose of assets or explore new investment opportunities is subject to conditions provided in the SEBI REIT Regulations.

(f) Our Manager may be unable to renew lease agreements or lease vacant area on favorable terms or at all, which could adversely affect the business, results of operations and cash flows.

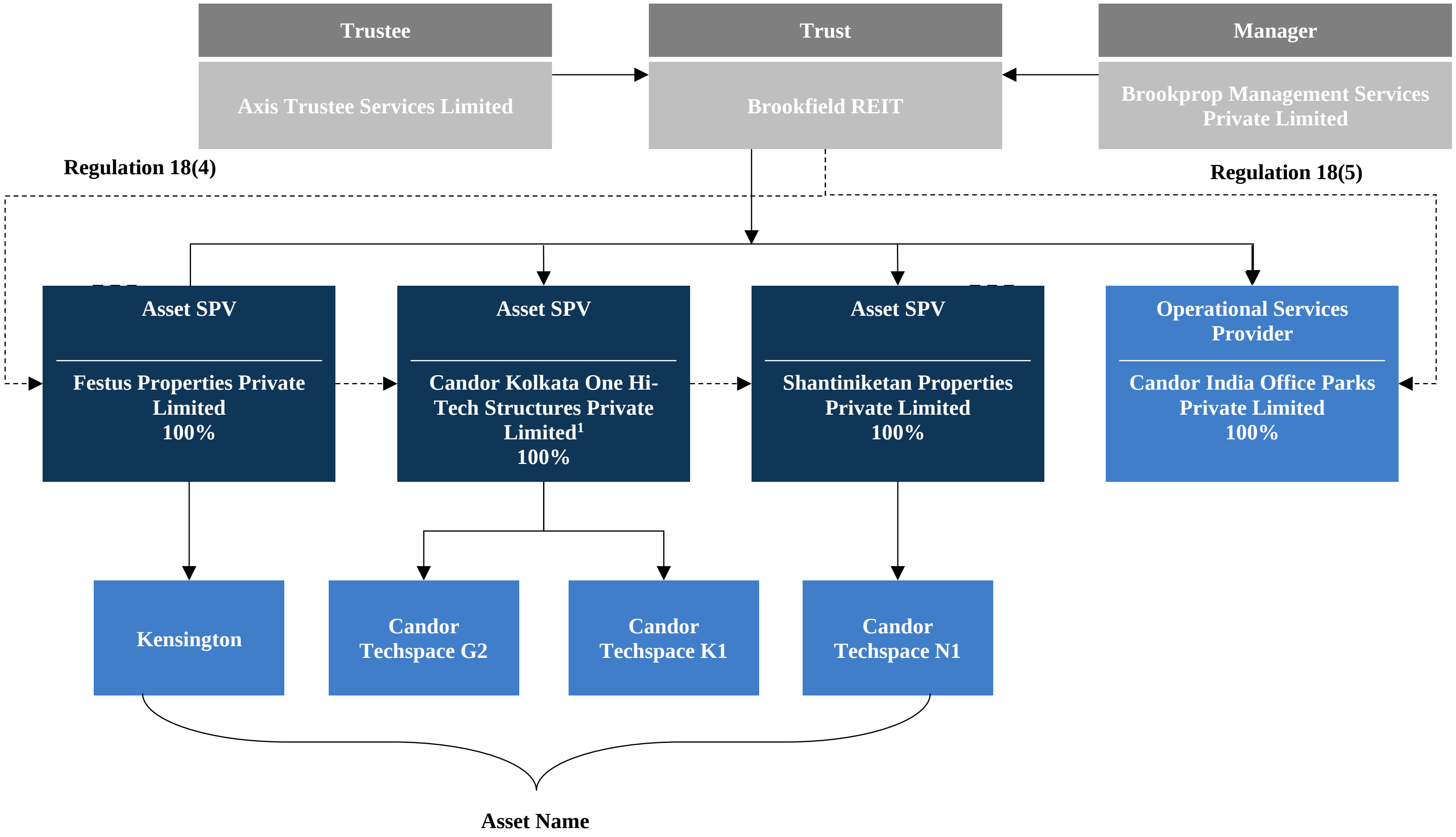
(g) Our dependence on rental income may adversely affect our profitability, ability to meet debt and other financial obligations and our Manager's ability to make distributions to Unitholders.

(h) Our Manager cannot assure you that it will be able to successfully complete future acquisitions or efficiently manage the assets that we may acquire in the future. Further, any future acquisitions may be subject to acquisition related risks.

Forward-looking statements and financial projections reflect current views as of the date of this Offer Document and are not a guarantee of future performance or returns to prospective investors. There can be no assurance that the expectations reflected within the forward-looking statements and financial information will prove to be correct. These statements and projections are based on certain beliefs and assumptions, which in turn are based on currently available information. In accordance with the REIT Regulations, the calculations and assumptions underlying the Projections have been certified by our Manager as well as the Auditor. The Projections have specifically been prepared for inclusion in this Offer Document for the purposes of the Issue, using a set of assumptions that include hypothetical assumptions about future events and our Manager's actions that may or may not occur, but have been approved by our Board. Consequently, prospective investors are cautioned that the Projections may not be appropriate for purposes other than that described above. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements and Projections.

In any event, these statements speak only as of the date of this Offer Document or the respective dates indicated in this Offer Document, and the Brookfield REIT, our Manager and the Lead Managers undertake no obligation to update or revise any of such statements, whether as a result of new information, future events or otherwise after the date of this Offer Document. In the event any of these risks and uncertainties materialize, or if any of our Manager's underlying assumptions prove to be incorrect, the actual results of operations or financial condition of the Brookfield REIT could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to the Brookfield REIT are expressly qualified in their entirety by reference to these cautionary statements.

SECTION – II - PROPOSED BROOKFIELD REIT STRUCTURE



Note:

1. *By way of a scheme of amalgamation filed with the NCLT, Candor Gurgaon 2 has merged into Candor Kolkata. The NCLT has approved the scheme by way of its order dated August 8, 2019 and has approved the application for rectification of the aforesaid order by way of its order dated November 14, 2019. The scheme has been made effective from May 4, 2020 with the approval of the BoA dated March 5, 2020 and ROC, Mumbai dated May 4, 2020.*

SECTION – III: EXECUTIVE SUMMARY

This summary does not contain nor does it purport to contain all of information that should be considered before investing in the Issue or our Units. All prospective investors should read the entire Offer Document carefully before taking an investment decision. An investment in our Units involves a high degree of risk and accordingly, for a discussion of certain risks with respect to our Units, the Issue and the Brookfield REIT, see "Risk Factors" beginning on page 30.

*Industry, macro-economic and market data and all other industry related statements in this section have been extracted from the report titled "India Commercial Real Estate Overview" dated January 13, 2021, prepared by C&WI (the "**Industry Report**") commissioned by our Manager in relation to the Issue. Micro-market information used for comparative purposes in this section is for non-strata owned office stock. Valuation data has been extracted from the Valuation Report issued by the Valuer.*

*Our "Initial Portfolio" comprises Kensington, Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1. We have entered into Agreements to Purchase to acquire Candor Techspace G1 and Candor Techspace N2, hence are referred to as the "Identified Assets". In addition, we will have a Right of First Offer ("**ROFO**") on the acquisition of Powai Business District, Equinox Business Park, Units in Godrej BKC and Waterstones, which are collectively referred to as the "ROFO Properties".*

Unless otherwise specified in this section, (i) all business and operational information is presented as of September 30, 2020; (ii) references to area in 'msf' are to Leasable Area; and (iii) references to a specific tenant name also includes references to such tenant's affiliates operating in India. Further, business and operational information for our Initial Portfolio for the FY 2016 and FY 2017 do not include Kensington. Kensington was acquired by the Brookfield Group in May 2019 but as the Brookfield Group commenced managing Kensington from April 2017, information for Kensington has been included from the FY 2018 onwards.

Business Overview

The Brookfield REIT is India's only institutionally managed public commercial real estate vehicle. Sponsored by an affiliate of Brookfield Asset Management ("**BAM**"), one of the world's largest alternative asset managers with approximately US$575 billion in assets under management, as of September 30, 2020, our goal is to be the leading owner of high quality income producing commercial real estate assets in key gateway Indian markets, which have significant barriers to entry.

Over the last two decades, India has emerged as a leading hub for technology and corporate services due to a highly skilled and young workforce and a distinct competitive cost advantage. With approximately 90 million people expected to be added to the workforce by 2030, this structural driver will further increase office absorption, creating compelling opportunities across the commercial real estate market in India. The COVID-19 pandemic has accelerated the structural shift that was already underway prior to the crisis in relation to the usage and deployment of technology especially cloud, data analytics, e-commerce and digital transformation. The global spending on software and IT services is expected to grow at a robust rate between FY 2020 and FY 2025 and the technology industry in India is expected to grow at a CAGR of 13% to US$350 billion by FY 2025 from an estimated US$191 billion in FY 2020 due to the large STEM talent pool, competitive cost advantage and favorable demographics in the country. *(Source: Industry Report)* Our strategy is to address this demand by owning and operating large "fully-integrated", "campus-format" office parks in established locations, and providing a complete ecosystem to our tenants and their employees.

The primary objective of our strategy is to provide attractive risk-adjusted total returns to our Unitholders derived from:

- stable yield supported by our Initial Portfolio's long-term contracted cash flows;
- property level income growth that is embedded in our Initial Portfolio through contractual rent escalations, mark-to-market headroom and in-situ development potential;
- acquisitions including those of identified external growth opportunities through the Identified Assets and the ROFO Properties; and
- asset value appreciation, through continuous investment in the properties to upgrade them.

We seek to achieve this objective through the performance of our high quality Initial Portfolio, driven by proactive portfolio management, maintaining a prudent capital structure, implementing corporate governance framework aligned with best market practices, and access to Brookfield's global platforms, which provide us a breadth of resources, relationships and expertise. Further, to execute our strategy, we believe that our Manager, which is an affiliate of Brookfield, has an on-ground professional management team with extensive industry experience, domain knowledge and a strong track record of value creation.

Portfolio Overview

Our Initial Portfolio comprises 14.0 msf, with rights to acquire a further 8.3 msf and rights of first offer on an additional 6.7 msf, both currently owned by members of the Brookfield Group.

In line with our strategy and business plan, we own an Initial Portfolio of four large campus-format office parks, which we believe are "business-critical", located in some of India's key gateway markets - Mumbai, Gurugram, Noida and Kolkata. Our Initial Portfolio totals 14.0 msf, comprising 10.3 msf of Completed Area, 0.1 msf of Under Construction Area and 3.7 msf of Future Development Potential.

Our Initial Portfolio's Completed Area has a Same Store Committed Occupancy of 92% (and a 87% Committed Occupancy, which includes the recently completed 0.5 msf at Candor Techspace N1) and is leased to marquee tenants with 75% of Gross Contracted Rentals contracted with multi-national corporations such as Barclays, Bank of America Continuum, RBS, Accenture, Tata Consultancy Services and Cognizant. While a 7.1 year WALE provides stability to the cash flows of our Initial Portfolio, we are well positioned to achieve further organic growth through a combination of contractual lease escalations, 36% mark-to-market headroom to in-place rents, lease-up of vacant space and near-term completion of Under Construction Area to meet tenants' expansion needs. As of the date of this Offer Document, the Initial Portfolio is significantly de-risked with only 0.1 msf of Under Construction Area, which is expected to be completed by September 2021. These factors create a strong foundation for organic cash flow growth, such that our Initial Portfolio's NOI is projected to grow by 25% (net of one-time adjustment) to ₹8,186 million (including CIOP), over the Projections Period ending in FY 2023. These NOI drivers will contribute to an increase in the value of the underlying properties and the potential to produce attractive returns for our Unitholders.

We intend to leverage Brookfield Group's real estate holdings in India by entering into agreements that provide rights to acquire their existing properties in our markets. We have the exclusive right, at our discretion, to acquire the Identified Assets, one office park in each of Gurugram and Noida, similar to the office parks in the Initial Portfolio, that are near-stabilization and currently owned by members of the Brookfield Group. The Identified Assets encompass 8.3 msf of office space. In addition, we will also benefit from rights of first offer on the ROFO Properties - the Brookfield Group's 100% owned commercial real estate assets in India's financial capital, Mumbai, comprising 6.7 msf in office space. The Initial Portfolio, Identified Assets and ROFO Properties combined, creates the potential for us to almost double our Initial Portfolio's Leasable Area to 28.9 msf, while growing consistent with our strategy of owning high quality real estate in premier locations.

We believe the scale and quality of these office parks make us the preferred "landlord of choice" for our tenants, which is evident from the historical performance in occupancy and new leasing rents of our properties, and tenant consolidation and expansion examples. Further, we believe our strong compliance standards, in-line with Brookfield's global operating procedures, have enabled us to attract, retain and grow marquee tenants in our office parks resulting in high renewal rates from our tenants. We believe that our strategy will allow us to consistently attract marquee tenants, while differentiating us significantly from other office landlords and developers. We believe our real estate offerings, along with our operations-oriented value-add approach, is very difficult to replicate due to challenges associated with long development timelines and dearth of similar large campus-format properties in comparable advantaged locations. We are also one of the largest landlords in each of our micro-markets, allowing our Manager to create significant efficiencies in asset management, operations and tenant offerings. For our Initial Portfolio, our Manager has:

- leased 4.3 msf between April 1, 2015 and September 30, 2020;
- achieved 85% tenant retention rate between April 1, 2015 and September 30, 2020;
- added 3.6 msf of Completed Area through on-campus development between April 1, 2015 and September 30, 2020;

- maintained consistently high occupancy with Same Store Committed Occupancy of 92% (representing Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020) and Committed Occupancy of 87%;

- invested ₹118.55 million, ₹410.62 million, ₹321.14 million and ₹122.00 million during FY 2018, FY 2019, FY 2020 and the six months ended September 30, 2020, respectively, to renovate our Initial Portfolio including lobby and façade upgrades, elevator modernizations, renovations of public areas, landscaping, addition of cafes, food courts and boardwalks, modernization of building-wide systems, installing substations and enhancement of other tenant amenities; and

- focused on environmental sustainability, and undertaken several energy efficiency initiatives such as installing rooftop solar panels and on-campus sub-stations, which resulted in our properties receiving several accolades.

Our Manager has grown our NOI from ₹5,902.43 million for FY 2018 to ₹6,763.43 million for FY 2020. Our NOI was ₹3,446.87 million for the six months ended September 30, 2020. In addition, post the utilization of the net proceeds from the Issue, our total outstanding indebtedness in principal amount will be less than 18.5% of our initial Market Value, providing us significant financial flexibility to grow through economic cycles. We believe that all these factors combined create what we believe to be a unique and promising opportunity for Unitholders to own one of the largest, and fully institutionally managed, Class A office portfolios in India.

Our Competitive Strengths

We believe that the following competitive strengths differentiate us from other public commercial real estate companies and REITs in India.

- ***Global Sponsorship with Local Expertise.*** We are sponsored by an affiliate of Brookfield Asset Management, one of the world's largest alternative asset managers and investors, with assets under management of approximately US$575 billion across real estate, infrastructure, renewable power, private equity and credit, and a global presence of over 150,000 operating employees across more than 30 countries, as of September 30, 2020. Brookfield Asset Management is listed on the NYSE and TSX and has a market capitalization of approximately US$63 billion, as of September 30, 2020.

  As of September 30, 2020, BAM has over US$200 billion of real estate assets under management, and over 500 msf across multiple real estate asset classes, with strong real estate capabilities in leasing, financing, development, design, construction and property management. We also benefit significantly from Brookfield's rich experience in managing listed vehicles globally, including Brookfield Property Partners L.P. (NASDAQ: BPY; TSX: BPY.UN), which is one of the world's premier commercial real estate companies. Our Manager, which is an affiliate of Brookfield, has a management team with extensive industry experience that helps us manage our office parks in India. We believe this provides us an informational advantage in our sector, with direct insights to help inform our views on leasing, operations and fundamental economic trends.

  We also believe our long-term success in executing our strategy will be supported by Brookfield's extensive local market and asset knowledge in India. Brookfield has had a decade-long presence in India and manages a portfolio of approximately US$17 billion across real estate (US$4.6 billion), infrastructure (US$9.7 billion), renewable power (US$0.6 billion) and private equity (US$2.1 billion), as of September 30, 2020. This portfolio in India provides valuable real-time, proprietary market data that we expect will enable us to identify and act on market conditions and trends more rapidly than our competitors. In December 2020, the Brookfield Group acquired all the outstanding equity interest of several entities that collectively owned a 12.8 msf high quality office portfolio and were part of the RMZ Corp group, for approximately US$2 billion. The portfolio primarily comprises office parks in Bengaluru and Chennai and includes prominent properties such as Ecoworld, Ecospace and Millenia.

  Our Unitholders will benefit from our ability to leverage Brookfield's extensive network of relationships, its deep capital markets experience, operating expertise, a demonstrated track record of managing capital and its commitment of resources to our Manager. We also expect to benefit from access to Brookfield's risk management, accounting, cash management and compliance policies. Further, we have structured the fees of our Manager to be simple and low, while closely aligning with the interests of our Unitholders. The alignment is further enhanced by Brookfield's substantial equity ownership in the Brookfield REIT subsequent to the completion of the Issue.

- ***Difficult to Replicate, Dominant and Strategically Located Properties.*** We believe that our office parks are among the highest quality office parks in India, distinguished by their size and scale and located in the key gateway markets of Mumbai, Gurugram, Noida and Kolkata. Our office parks are modern and recently built, with a median age of seven years for our Initial Portfolio, and require limited ongoing maintenance capital expenditures. Our properties are strategically located in established micro-markets with easy access to mass transportation, high barriers to entry for new supply, limited vacancy and robust historical rental growth rates. Many of our office parks command premium rents and have higher occupancies than the average rents and occupancies of the broader markets they are located within. Our size and scale in key markets of India provide us with extensive market information and enhances our ability to respond to market opportunities.

  We believe that our office parks are very difficult to replace today on a cost-competitive basis, if at all. Institutionally owned and managed, all of our office parks are among the largest in their respective micro-markets and are distinguished by their scale and infrastructure. For example, spread across approximately 28.53 acres and with 4.0 msf, Candor Techspace G2 is the largest office SEZ in Gurugram in terms of leasable area, with excellent road and metro connectivity. *(Source: Industry Report)* Similarly, Candor Techspace K1 is spread across 48.38 acres and with 5.7 msf, is eastern India's largest campus style office park with significant outperformance in rental growth as compared to the average rental growth in its micro-market. *(Source: Industry Report)*

- ***Placemaking Capabilities.*** Placemaking is ingrained in our Manager and Sponsor's design, development and operating philosophy, enabling us to provide our tenants with a unique "service-based experience". The size and scale of our fully-integrated office parks allows us to deliver an all-encompassing workspace ecosystem to our tenants with modern infrastructure and amenities, including daycare facilities, premium F&B outlets, convenience shopping kiosks, shuttle services, multi-cuisine food courts and sports and fitness facilities, which further create an empowering and vibrant work environment for our tenants' employees and elevates our properties to have a positive impact on our communities. As a result of the characteristics of our offerings, several tenants have relocated from other commercial properties to our office parks. For example,

  - a leading multinational consulting company, which had a small presence at Candor Techspace G2, moved out of a competing property and consolidated its presence at our office park;

  - a leading financial services company significantly increased the area it occupied at Candor Techspace N1; and

  - a global technology company consolidated its presence at Candor Techspace K1.

  Our properties are built for institutional tenants who have contemporary workspace requirements. This drives tenant retention as relocation by our tenants may result in high switching costs for them and their employees. Further, our campus-format large integrated parks provides a unique value proposition to our blue chip tenants who have specific needs to house multiple functions and teams out of a single office premises, evident from 2.0 msf expansion examples in our ownership and management since April 1, 2015.

- ***Diversified Blue Chip Tenant Roster and Cash Flow Stability.*** We believe that our office parks are "business-critical" to our tenants and their employees. In addition to our diversified base of marquee tenants, our Initial Portfolio has a stable, long-term tenancy profile with staggered expirations and a WALE of 7.1 years, providing significant cash flow stability to our business. In our Initial Portfolio, 75% of Gross Contracted Rentals are contracted with multi-national corporations such as Barclays, Bank of America Continuum, RBS, Accenture, Tata Consultancy Services and Cognizant. Our tenants operate in a diverse range of industries such as technology, financial services, consulting, analytics and healthcare.

  Our Initial Portfolio's Committed Occupancy has been above 94% at the end of the last four financial years, highlighting the stability of the business. During the period between April 1, 2015 and September 30, 2020, in-place rents per sf have grown at a CAGR of 4.8%, demonstrating the healthy rental growth achieved on the Initial Portfolio. Through its own dedicated property managers and local expertise, our Manager has developed deep tenant relationships which combined with Brookfield's global institutional relationships, has led to 4.3 msf of total leasing and an 85% tenant retention rate since April 1, 2015. Further, we provide services including property management, facilities management and support services to our Initial Portfolio, either internally or through CIOP, our wholly owned subsidiary.

- ***Significant Identified Internal and External Growth Opportunities.*** We believe that the value of our real estate assets will have two sources of growth. The first is expected through opportunities to increase NOI from our Initial Portfolio, and the second is expected to be through acquisition of additional properties. Brookfield has extensive local market knowledge and a global network of relationships, and we believe our access to Brookfield will provide opportunities for organic growth, as well as growth through acquisitions from third parties.

  <u>Internal Growth.</u> As a result of contractual escalation provisions in almost all of our leases, mark-to-market of in-place rents as long-term leases expire, lease-up of recently completed construction and near-term "on-campus" development, we have a strong foundation for organic cash flow growth. In addition, we believe our existing tenants will also provide a source of internal growth as they look to consolidate and expand in our office parks – for example, over the last five financial years, over 60% of newly developed Completed Area in our Initial Portfolio, was leased to existing customers.

  <u>External Growth.</u> Post the utilization of the net proceeds from the Issue, our total outstanding indebtedness in principal amount will be less than 18.5% of our initial Market Value. We believe our conservative and prudent capital structure will enable us to drive additional growth through value accretive acquisitions. We expect to significantly benefit from our rights to acquire two large campus-styled office parks owned by members of the Brookfield Group in Gurugram and Noida, and our right to acquire the ROFO Properties situated in Mumbai, if and when they are sold by members of the Brookfield Group. These acquisition opportunities fit with our overall strategy of owning high quality real estate in established locations.

- ***Experienced, Cycle-Tested Senior Management Team.*** All properties in our Initial Portfolio, prior to the Issue, are owned and managed, directly and indirectly, by affiliates of BAM. As such, our Manager's team has deep domain knowledge and experience in managing these properties and has demonstrated a robust track record in delivering value. Since April 1, 2015, our Manager has leased 4.3 msf and delivered 3.6 msf of "on-campus" Completed Area within the Initial Portfolio.

  Our Manager is highly regarded in the real estate community and has extensive relationships with a broad range of tenants, brokers and lenders. Led by Alok Aggarwal (the managing director and chief executive officer – India office business of our Manager), our Manager's team consists of 44 dedicated experienced professionals, as of September 30, 2020. We believe that the team has in-depth experience in real estate investments, asset management, research and property management, with the key managerial personnel and core team having an average of more than 25 years of experience in the real estate industry in India. As such, our Manager has operating and investing experience through multiple real estate cycles, which we believe provides valuable insight and perspective into the portfolio management of our current office parks as well as underwriting new investments for us.

- ***Institutional Corporate Governance Framework and Strong Alignment of Interests.*** We believe our governance structure reflects a rigorous approach to corporate governance, taking into account the interests of our Unitholders while leveraging our relationship with Brookfield, which has a strong track record of high standards of governance. BAM is listed on the NYSE and TSX and we benefit significantly from Brookfield's strong corporate governance standards. For further details of our corporate governance framework, see *"The Board and Management of our Manager"* on page 187.

  The governance structure is based on the following pillars that enable it to align and commensurately represent the interests of all our stakeholders:

  - Significant level of Sponsor Group ownership in the Brookfield REIT (on a post- Issue basis) creates an alignment with the interests of Unitholders;

  - Entirely performance-linked fee structure for our Manager;

  - Balanced board composition of our Manager between independent and Brookfield directors;

  - Robust related party transaction policies to facilitate arms-length evaluation of acquisition and divestment decisions, in line with global best practices and "majority of minority" approvals required;

- Commitment to ESG practices including installation of health infrastructure, focus on sustainability initiatives and activities that have a positive impact on the communities in which we operate; and

- Anti-bribery and anti-corruption policies in line with international standards.

The following table provides details of the key financial and operational metrics of the Initial Portfolio:

	Kensington	Candor Techspace G2[1,2]	Candor Techspace N1	Candor Techspace K1[2]	CIOP	Initial Portfolio
Type of Asset	SEZ	SEZ	IT Park	SEZ & Mixed Use	-	-
Completed Area (msf)	1.5	3.9	1.9	3.1	-	10.3
Under Construction Area (msf)	-	-	0.1	-	-	0.1
Future Development Potential (msf)	-	0.1	0.9	2.7	-	3.7
Total Area (msf)	**1.5**	**4.0**	**2.8**	**5.7**	**-**	**14.0**
Committed Occupancy (%)	86%	91%	72%	92%	-	87%
Same Store Committed Occupancy[3]	Not Applicable	Not Applicable	97%	Not Applicable	-	92%
WALE (years)	3.0	8.0	7.6	7.6	-	7.1
Average in-place rent ₹/psf/month)	90	78	45	42	-	62
FY20 Revenue from operations (₹ in millions)	1,616.43	4,084.30	1,317.53	2,246.71	302.09[4]	9,567.06
H1FY2021 Revenue from operations (₹ in millions)	795.89	1,947.00	629.22	1,083.42	95.90[4]	4,551.43
FY23 NOI (₹ in millions)	1,580	3,213	1,342	1,673	378	8,186
Market Value (₹ in millions)	25,374	43,582	19,736	25,382	-	114,074
% of Initial Portfolio Market Value	22.2%	38.2%	17.3%	22.3%	-	100.0%

[1]Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement.
[2]Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019.
[3] Same Store Committed Occupancy represents Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020. Subsequent to such date, Candor Techspace N1 received an occupancy certificate for 0.5 msf on September 22, 2020.
[4]Represents property management fee from Candor Gurgaon 1 and SDPL Noida.

Recent Developments

- We are witnessing a recovery in demand for office space across the Initial Portfolio. In addition to having re-leased 0.5 msf of leases that expired during the six months ended September 30, 2020, we have received interest and are engaged in discussions with respect to 1.6 msf.

- During the months of October, November and December 2020, we collected 99%, 98% and 96% of our Gross Contracted Rentals, respectively.

- Our Manager has undertaken several significant initiatives at the office parks to promote the health and safety of tenants and visitors and Candor Techspace G2 has been awarded the five star certification by the British Safety Council in November 2020.

SECTION – IV: RISK FACTORS

An investment in the Units involves a high degree of risk. Prospective investors should carefully consider all the information in this Offer Document, including the risks and uncertainties described below, before making an investment in the Units. If any of the following risks actually occur, our business, results of operations and financial condition could suffer, the price of the Units could decline, and prospective investors may lose all or part of their investment. The risks and uncertainties described below are not the only risks that we face or may face or not the only ones relevant to us, the Units, or the industry in which we operate. Additional risks and uncertainties not presently known to us or our Manager or that they currently believe to be immaterial may also have an adverse effect on our business, results of operations and financial condition and as a result, the returns to the Unitholders. Unless specified or quantified in the relevant risk factors below, our Manager is not in a position to quantify the financial or other implications of any of the risks described in this section.

To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this section, such as those relating to our recovery of rental income from our tenants, levels of consolidated indebtedness and our ability to comply with the covenants contained in the agreements that govern our indebtedness. In making an investment decision, prospective investors must rely on their own examination of us and our business, the terms of the Issue and the Formation Transactions, including the merits and risks involved. To obtain a complete understanding, this section should be read in conjunction with the sections titled "Our Business and Properties" and "Management's Discussion and Analysis of Factors Affecting Financial Condition and Results of Operations" beginning on pages 114 and 225, respectively, as well as the financial statements and other financial information included elsewhere in this Offer Document. Before investing in the Units, prospective investors should obtain professional advice on investing in the Issue. Any decision on whether to invest in the Units described in this Offer Document must be made solely on the basis of this Offer Document.

This Offer Document also contains forward-looking statements that involve risks and uncertainties and assumptions. The actual results could differ significantly from those anticipated in these forward-looking statements as a result of certain factors, including considerations described below and in "Forward-Looking Statements" beginning on page 21.

Unless otherwise stated or the context otherwise requires, the financial information used in this section is derived from the Condensed Combined Financial Statements, included in this Offer Document beginning on page 374. We have included various operational and financial performance indicators in this Offer Document, some of which may not have been derived from the Condensed Combined Financial Statements and may have not been subjected to an audit or review by the Auditors. The manner in which such operational and financial indicators are calculated and presented, and the assumptions and estimates used in the calculation, may vary from that used by other entities in the business similar to ours. You should consult your own advisors and evaluate such information in the context of the Condensed Combined Financial Statements and other information relating to our business and operations included in this Offer Document before making an investment decision.

Risks Related to our Organization and Structure

1. ***Our Manager does not provide any assurance or guarantee of any distributions to the Unitholders. Our Manager may not be able to make distributions to Unitholders in the manner described in this Offer Document or at all, and the quantum of distributions may decrease.***

   In accordance with the REIT Regulations, distributions to Unitholders will be based on the NDCF available for distribution. The REIT Regulations prescribe a pre-determined framework for assessment of NDCF, which is also set out in the policy on distribution framed under the REIT Regulations, in consultation with financial and tax advisors and the results of which will be reviewed by our statutory auditor. For details of the REIT Regulations governing distributions, and details of our distribution policy, see "*Distribution*" beginning on page 284.

   The ability of our Manager to make distributions to the Unitholders may be affected by several factors including among other things:

   - the cash flows from operations generated by our Asset SPVs and CIOP;
   - the debt service costs and other liabilities of our Asset SPVs, including terms of the financing and agreements;

- the working capital needs of our Asset SPVs and CIOP;
- our ability to access debt financing markets at commercially reasonable interest rates, or at all;
- the extent of lease concessions, rent free periods, and incentives given to tenants to attract new tenants and retain existing tenants;
- the terms of and any payments under, any agreements governing land leased or co-developed by our Asset SPVs;
- completing the development of the Under Construction Area and Future Development Potential within the anticipated timeline and within the forecasted budget;
- business, results of operations and financial condition of our Asset SPVs;
- applicable laws and regulations, which may restrict the payment of dividends by our Asset SPVs or distributions by us;
- any redemption or buyback of securities by our Asset SPVs;
- inability to successfully integrate the assets contemplated to be acquired under the Agreements to Purchase and ROFO Agreements;
- fees payable to our Manager in accordance with the Investment Management Agreement;
- payments of tax and other legal liabilities, including any litigation costs and fines and penalties levied by regulatory authorities;
- availability of tax benefits to our Asset SPVs whose assets are located on land notified as SEZs;
- if we are required to make any indemnity payments to the Lead Managers resulting from certain liabilities incurred in connection with the Issue under the customary indemnity that we have provided to them in the Offer Agreement and may provide any Underwriting Agreement (if and when entered into); and
- discharging indemnity or other contractual obligations of our Asset SPVs and CIOP under their respective underlying contracts or similar obligations.

Further, as non-cash expenditure, such as amortization and depreciation, is charged to the profit and loss account, our Asset SPVs may have cash surplus but no profit in the profit and loss account, and hence may not be able to declare dividends as per applicable regulations. In the event of the inability to declare such dividends, our Asset SPVs, our Manager and the Trustee may need to evaluate other options to make distributions to the Unitholders and utilize such surplus cash. Our Manager cannot assure you that the strategies implemented will be effective in extracting such cash surplus for making distributions to the Unitholders.

2. ***The Formation Transactions will be consummated only after the Bid/ Issue Closing Date. Our Manager's inability to consummate transactions in relation to these agreements will impact the Issue and its ability to complete the Issue within the anticipated time frame or at all.***

The Formation Transactions will only be given effect to after the Bid/ Issue Closing Date. Further, under the REIT Regulations, a REIT is prohibited from making an initial public offer of Units unless the aggregate value of the assets held by the REIT prior to the Allotment of Units in the Issue equals or exceeds ₹ 5,000 million and the Issue size has to be a minimum of ₹ 2,500 million. If our Manager is unable to complete the Formation Transactions, as contemplated herein, our Manager, in consultation with the Lead Managers, and subject to any conditions imposed by SEBI or any other regulatory authority, may decide not to proceed with the Issue or to withdraw or reduce the size of the Issue. Any inability to consummate any or all the Formation Transactions in the manner described in this Offer Document may adversely impact our Manager's ability to complete the Issue within the anticipated time frame, or at all.

3. ***The ability of our Manager to acquire or dispose of assets or explore new investment opportunities is subject to conditions provided in the REIT Regulations.***

Our business and operations are subject to various conditions prescribed under the REIT Regulations. For example, we are required to maintain a specific minimum threshold of investment in completed and rent and/or income generating properties and have prescribed limits of debt financing. The REIT Regulations also prescribe that not more than 20% of the value of the assets of a REIT may be invested in certain permitted forms of investments over and above completed and rent and/or income generating properties, therefore, we may be constrained in terms of future investment in under-construction or non-rent/income generating assets on account of the proposed investment by us in CIOP. Further, as our Sponsor and Manager are not Indian owned and controlled, we are also subject to other restrictions. For example, any downstream or other investments made by us are subject to conditions under the extant foreign exchange regulations for investment in real estate, both in terms of investments and divestments. Compliance with such conditions may affect the ability of our Manager to make investments, including acquisition of assets pursuant to the terms of the Agreements to Purchase and ROFO Agreements which may consequently affect its ability to make distributions to Unitholders. In addition, the prescribed debt financing limits and foreign exchange regulations may also affect our ability to raise additional funds. Further, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020, issued by the Department for Promotion of Industry and Internal Trade, Government of India, investments where the beneficial owner of the Equity Shares is situated in or is a citizen of a country which shares a land border with India, can only be made through the Government approval route, as prescribed in FDI Policy. These investment restrictions shall also apply to subscribers of offshore derivative instruments. We cannot assure you that any required approval from the RBI or any other governmental agency can be obtained on any acceptable terms or at all.

Any non-compliance with applicable laws and regulations may have adverse consequences, including divestment of certain assets and other penalties that could prevent our Manager from acquiring further assets including pursuant to the terms of the Agreements to Purchase and ROFO Agreements. Further, in extreme circumstances, such as the minimum public unitholding falling below the prescribed limits, there being no projects or assets remaining under a REIT for a period exceeding six months, or Unitholders applying for a delisting under the REIT Regulations, the Brookfield REIT may be required to be delisted.

4. ***We will assume certain liabilities of the Portfolio Companies and such liabilities, if realised, may adversely affect our results of operations, profitability and cash flows, the trading price of the Units and our Manager's ability to make distributions.***

Pursuant to the Share Acquisition Agreements, we will assume certain financial liabilities of the Portfolio Companies including liabilities, if any, arising out of the acquisition of the Portfolio Companies from third parties by the Brookfield Group. Financial liabilities pertaining to the Portfolio Companies are provided in Notes 18 to 28 of the Condensed Combined Financial Statements on pages 421 and 422 of this Offer Document and contingent liabilities and capital commitments pertaining to the Portfolio Companies are provided in Notes 38 and 39 of the Condensed Combined Financial Statements on pages 425 and 426 of this Offer Document. While our Manager has conducted due diligence on the Portfolio Companies with the objective of identifying any material liabilities, it may not have been able to identify all such liabilities prior to the consummation of the Formation Transactions. Our Manager has relied on independent third parties to conduct a portion of such due diligence (including in relation to title verification and valuation of the Initial Portfolio) and to the extent that such third parties miscalculate or fail to identify risks and liabilities associated with the Initial Portfolio asset in question, the Initial Portfolio may be affected by defects in title, or the valuation of the Initial Portfolio may not be an accurate representation of their value. Further, the terms of the Share Acquisition Agreements contain limited representations and warranties, some of which are qualified by any disclosure in this Offer Document as well as by the respective parties' knowledge under the respective Share Acquisition Agreement. The indemnities under the Share Acquisition Agreements include financial and time limitations which may adversely affect the ability of our Manager to recover monetary compensation. For further details, see "*Key Terms of the Formation Transactions*" beginning on page 158. Any losses or liabilities suffered by us in relation to the Portfolio Companies which we are unable to recover under these agreements will adversely affect our results of operations and cash flows, the trading price of the Units and the ability of our Manager to make distributions to the Unitholders.

Risks Related to Our Business and Industry

5. ***The extent to which the Coronavirus disease (COVID-19) may affect our business and operations in the future is uncertain and cannot be predicted.***

COVID-19 spread to a majority of countries across the world, including India, in the calendar year 2020. The World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern on January 30, 2020, and a global pandemic on March 11, 2020. The COVID-19 pandemic has had, and may continue to have, significant repercussions across local, national and global economies and financial and real estate markets. Public health officials and governmental authorities have responded by taking measures, including in regions where the assets of the Initial Portfolio are located, such as prohibiting people from assembling in large numbers, instituting quarantines, restricting travel, issuing "stay-at-home" orders and restricting the types of businesses that may continue to operate from their premises, among others. On March 14, 2020, India declared COVID-19 as a "notified disaster" and imposed a nationwide lockdown from March 25, 2020 onwards. The lockdown lasted until May 31, 2020, and has been extended periodically by varying degrees by state governments and local administrations. For the three-month period ended June 30, 2020, India's GDP contracted by 23.9% compared to the corresponding quarter in the previous year, according to the Department of Economic Affairs of India, primarily on account of the nationwide lockdown imposed by the Government to curb the spread of COVID-19. For the three months ended September 30, 2020, India's GDP contracted by 7.5% (according to the Department of Economic Affairs of India). The lifting of the lockdown across various regions has been regulated with limited and progressive relaxations being granted for movement of goods and people in other places and calibrated re-opening of businesses and offices.

Despite the lifting of the lockdown, there is significant uncertainty regarding the duration and long-term impact of the COVID-19 pandemic, as well as possible future responses by the Government, which makes it impossible for us to predict with certainty the impact that COVID-19 will have on us and our tenants' business and operations in the future. The COVID-19 pandemic may affect our ability to make distributions to Unitholders in a number of ways such as:

- it may require the office parks in the Initial Portfolio to be shut, partially or completely, as a result of lockdowns enforced by the government;
- it may affect the operations of the tenants occupying the assets in the Initial Portfolio and their ability to pay rents on time and/or in full;
- it may result in a slowdown in obtaining new lease commitments due to a general economic slowdown, or cost pressure faced by potential tenants;
- it may affect our ability to re-lease space that is or that becomes vacant;
- it could adversely impact our ability to service our debt obligations, comply with the covenants in our financing agreements and could result in events of default and the acceleration of indebtedness;
- the resultant weaker economic conditions could result in an impairment in the value of the assets in the Initial Portfolio;
- it could result in tenants overhauling their business models and switching to a work-from-home model, which could reduce the overall demand for commercial real estate and the office parks in the Initial Portfolio, which may result in vacancies at our office parks;
- tenants may seek deferrals on their rental payments, ask to modify their obligations under the lease agreements or prematurely terminate the lease agreements;
- it may result in claims by tenants, including in relation to interpretation of lease terms such as force majeure clauses which could result in disputes with tenants;
- it may affect our ability to access capital on commercially acceptable terms, or at all, and any further disruption or instability in global financial markets or deterioration in credit and

financing conditions or downgrade of its or India's credit rating may affect our access to capital and other sources of funding necessary to fund our operations or address maturing liabilities on a timely basis;

- it may result in delays in the completion of construction of properties on account of the lockdown and work stoppages, disruption in the supply of materials or availability of labour, such delays may also result in an increase in the cost of construction and result in return on investment to be less than that projected;

- it may require us to implement de-densification measures imposed under applicable regulations, or sought by tenants;

- it may affect our ability to execute our growth strategies and identify and complete acquisitions or expand into new markets;

- it may increase vulnerability to cyber-security threats and potential breaches, including phishing attacks, malware and impersonation tactics, resulting from the increase in numbers of individuals working from home;

- it may result in an increase in operational costs as a result of additional cleaning of premises required or hiring of additional support staff;

- it may result in imposition of operational guidelines or other conditions on landlords to protect the health and safety of personnel working at office parks, which may result in additional costs;

- it may result in governmental authorities enacting laws or regulations to restrict the ability of landlords to collect rent for a certain period of time or enforce remedies for the failure to pay rent; and

- the potential negative impact on the health of our personnel, particularly if a significant number of them are affected by COVID-19, could result in a deterioration in our ability to ensure business continuity during this disruption.

On account of COVID-19, our Manager has agreed to defer the commencement date of certain new leases and a limited number of lease agreements have been terminated prematurely. Further, our Manager has provided rent waivers only to amenity and food and beverage tenants. Tenants have been, and may in the future be, required to suspend operations at our properties. The continuation or intensification of the COVID-19 pandemic or any future outbreak of another highly infectious or contagious disease may adversely affect our business, results of operations and financial condition. Further, COVID-19 may also have the effect of exacerbating many of the other risks described in this "*Risk Factors*" section. For further details, see "*Management's Discussion and Analysis of Factors Affecting Financial Condition and Results of Operations – Significant Factors affecting our Results of Operations and Financial Condition – COVID-19 Pandemic*" and "*Industry Overview – Impact of COVID-19 on the Indian Office markets*" beginning on pages 227 and 89, respectively.

6. ***Our business and profitability is dependent on the performance of the commercial real estate market in India. Fluctuations in the general economic, market and other conditions may affect the commercial real estate market in India and in turn, our ability to lease office parks to tenants on favorable terms.***

The success of the office parks in the Initial Portfolio are highly dependent on the performance of the commercial real estate market in India as well as general economic, demographic and political conditions. The commercial real estate market in India may particularly be dependent on market prices for developable land and the demand for leasing of finished offices, both of which will continue to have a significant impact on our business, results of operations and financial condition.

The commercial real estate market may be affected by several factors outside our or our Manager's control, such as prevailing global and local economic conditions, cyclical downturns as well as downturns in specific sectors where tenants occupying the assets in the Initial Portfolio are concentrated, such as the technology, consulting and financial services sectors. Further, rising interest rates, increases in property taxes, changes in development regulations, zoning laws and other applicable regulations, political instability, acts of terrorism, natural or man-made disasters, pandemics such as COVID-19, reduction in the availability of financing, increases in operating costs and disruptions in amenities and public infrastructure may lead to a decline in demand for the Initial Portfolio, which may adversely affect our business, results of operations and financial condition.

7. *A significant portion of our revenue is derived from a limited number of tenants and sectors, and any adverse developments affecting such tenants or sectors may have an adverse effect on our business, results of operations and financial condition.*

We are dependent on a limited number of tenants and sectors for a significant portion of our revenues. The revenues of the Initial Portfolio are concentrated, as follows:

- *Tenant concentration* – The 10 largest tenants accounted for 75%, 74%, 77% and 77% of the leased area, as of September 30, 2020, March 31, 2020, 2019 and 2018, respectively. Of these, three tenants, Accenture, Tata Consultancy Services and Cognizant accounted for 17%, 17% and 14%, respectively, of the leased area as of September 30, 2020. These three tenants are present in two of the four assets of the Initial Portfolio. The 10 largest tenants accounted for 75%, 75%, 76% and 79% of the Gross Contracted Rentals, as of September 30, 2020, March 31, 2020, 2019 and 2018, respectively. Of these, three tenants Accenture, Tata Consultancy Services and Cognizant accounted for 19%, 17% and 10%, respectively, of the Gross Contracted Rentals as of September 30, 2020.

- *Sector concentration* – The tenants in the technology sector accounted for 50%, 48%, 50% and 49% of the leased area of the Initial Portfolio, as of September 30, 2020, March 31, 2020, 2019 and 2018, respectively. Since Kensington is also registered as a private IT Park on SEZ land with the DoI, such registration requires that not less than 80% of its leases be to tenants in the technology sector. Further, the Ministry of Commerce and Industry and Department of Commerce have issued notifications to Candor Gurgaon 2, Candor Kolkata and Festus for setting up a sector-specific SEZ for IT and IT enabled services. Additionally, in accordance with the terms of the lease deed with NOIDA, SPPL Noida is required to develop Candor Techspace N1 for technology services only. Accordingly, the Initial Portfolio will continue to experience concentration from the tenants in the technology sector. Such restrictions may limit the ability of our Manager to select tenants from sectors outside of technology on terms that may be more favorable. A concentration of tenants in the technology sector may also make the Initial Portfolio more susceptible to fluctuations in value resulting from adverse economic or business conditions affecting the technology industry.

Accordingly, our business, results of operations and financial condition and our Manager's ability to make distributions to Unitholders may be adversely affected if one or more of these large tenants seek to prematurely terminate a majority of their lease agreements for any reason or experience a downturn in their business which may weaken their financial condition and result in their failure to make timely rental payments or result in such tenants not renewing their lease agreements. Similarly, a downturn in any of the sectors in which the tenants of the Initial Portfolio are concentrated and in particular, the technology sector may also adversely affect our business and prospects.

If our Manager is unable to diversify the tenant base to cover new sectors, in light of the constraints mentioned above, we may experience significant fluctuations in revenues, which could adversely affect our business, results of operations and financial condition.

8. *A significant portion of our revenue is derived from leasing activities at Candor Techspace G2 and any adverse development relating to Candor Techspace G2 or the micro-market in which it is located may adversely affect our business, results of operations and financial condition.*

Our revenue from operations are derived from four assets in four micro-markets. For the six months ended September 30, 2020, the revenue from operations of Candor Kolkata (for Candor Techspace G2), SPPL Noida, Candor Kolkata (for Candor Techspace K1) and Festus accounted for 42.8%, 13.8%, 23.8% and 17.5% of the combined revenue from operations, respectively. For the financial year 2020, the revenue from operations of Candor Kolkata (for Candor Techspace G2), SPPL Noida, Candor Kolkata (for Candor Techspace K1) and Festus accounted for 42.7%, 13.8%, 23.5% and 16.9% of the combined revenue from operations, respectively. As a result, Candor Techspace G2 is a significant contributor to our revenue from operations and should there be any adverse development relating to Candor Techspace G2 or in Gurugram North, the micro-market in which it is located, our business, revenue from operations and cash flows and our Manager's ability to make distributions to Unitholders may be adversely affected. Further, until our Manager is able to further diversify our portfolio by adding new assets across various micro-markets, we may continue to experience significant dependence of our revenues from operations from leasing activities at Candor Techspace G2.

9. ***We have no operating history and may not be able to operate our business successfully, achieve our business objectives or generate sufficient cash flows to make or sustain distributions. Further, the Condensed Combined Financial Statements included in this Offer Document may not accurately reflect our future financial position, results of operation and cash flows.***

The Brookfield REIT was settled as a contributory, irrevocable and determinate trust, under the provisions of the Indian Trusts Act, 1882, on July 17, 2020 and registered with SEBI as a REIT on September 14, 2020. We propose to acquire the Portfolio Companies pursuant to the Formation Transactions, and while most of our Asset SPVs and CIOP have been in operation for several years, we do not have an operating history by which our performance may be judged. We are subject to business risks and uncertainties associated with any new business enterprise formed through a combination of existing business enterprises. Accordingly, our Manager cannot assure you that we will be able to operate our business successfully or profitably or achieve our investment objectives as described in this Offer Document.

The Condensed Combined Financial Statements included in this Offer Document are prepared by combining the historical financial data of the Portfolio Companies, as required under the REIT Regulations and have been prepared on the assumption that the Portfolio Companies will be acquired pursuant to the Formation Transactions. For the purpose of this Offer Document, the Condensed Combined Financial Statements have been prepared in order to present the financial position, results of operations and cash flows of the Portfolio Companies, on a combined historical basis, as of and for the six months ended September 30, 2020 and the financial years ended March 31, 2020, 2019 and 2018 and do not necessarily represent the financial position, results of operations and cash flows had we been in existence and if we had operated under a common management during the periods presented. As a result, our Manager cannot assure you that our future performance will be consistent with the historical financial performance included elsewhere in this Offer Document.

10. ***The audit report of the Statutory Auditor on the Condensed Combined Financial Statements includes a qualification and certain emphasis of matters.***

The audit report on the Condensed Combined Financial Statements includes a qualification in connection with the receipt of share application money by SPPL Noida and Candor Kolkata. SPPL Noida had received certain amounts as share application money prior to March 31, 2014 (prior to its acquisition by Brookfield), against which SPPL Noida had neither allotted shares nor refunded such share application money. The segregation and maintenance of such share application money in a separate bank account and the utilization of such share application money for general corporate purposes was not in accordance with the Unlisted Public Companies (Preferential Allotment) Amendment Rules, 2011. Prior to March 31, 2014, SPPL Noida had accrued interest on the share application money and such money (including accrued interest) was converted in full, to inter corporate deposits, and subsequently repaid. In addition, Candor Kolkata had received certain amounts as share application money prior to March 31, 2014 (prior to its acquisition by Brookfield), against which Candor Kolkata had not allotted shares. The segregation and maintenance of such share application money in a separate bank account and the utilization of such share application money for general corporate purposes, was not in accordance with the Unlisted Public Companies (Preferential Allotment) Amendment Rules, 2011. Prior to March 31, 2014, Candor Kolkata had accrued interest on the share application money and refunded the share application money, and the accrued interest on share application money was converted in full, to inter corporate deposits, and subsequently repaid. Currently there are no outstanding dues payable by Candor Kolkata or SPPL Noida in lieu of having received the share application money.

Additionally, the audit opinion also contains certain matters of emphasis pertaining to, among other things, the possible effects arising from the outbreak of the COVID-19 pandemic and the measurement of assets and liabilities of Festus in light of the scheme of arrangement relating to its demerger.

Investors should consider these matters while evaluating our financial position, results of operations and cash flows. For further details of the qualification and emphasis of matters, see "*Financial Information of the Brookfield REIT*" on page 374.

11. ***The Agreements to Purchase entered into by us are subject to various terms and conditions and our Manager cannot assure you that we will be able to acquire the Identified Assets in a timely manner, or at all.***

We have entered into the Agreements to Purchase whereby the shareholders of the Identified SPVs have agreed to grant us a right to buy and to require the shareholders of the Identified SPVs to sell to us 100% of the issued and paid up equity share capital and convertible securities of the Identified SPVs. However, the exercise and completion of this right is subject to various conditions including the Identified SPVs carrying on their business in the ordinary course and not ceasing to be an eligible SPV under the REIT Regulations, the purchase consideration and mode of discharge of such purchase consideration being determined in accordance with the mechanism set out in the Agreements to Purchase.

The eventual cost of acquisition under the Agreements to Purchase will be determined at the time of the exercise of the rights and is subject to the thresholds set out under the REIT Regulations. Further, other investment vehicles of Brookfield have invested or may seek to invest in a broad range of real estate investments, including in the Identified SPVs, which may be purchased by the Brookfield REIT in the future and our Manager cannot assure you that it could not have achieved more favorable terms if the transactions were not entered into with related parties. In the event that the Brookfield REIT offers a mode of discharge for purchase consideration either by way of issuance of Units or through a combination of issuance of Units and payment of cash, then shareholders of the Identified SPVs shall have the option to reject the proposal. If the shareholders of the Identified SPVs reject such proposal, then the Brookfield REIT shall have the right to offer a revised proposal through payment in cash unless agreed upon otherwise between the Brookfield REIT and the shareholders of the Identified SPVs, failing which the respective Agreements to Purchase shall stand terminated automatically with immediate effect. For further details on valuation of the Identified Assets and manner of discharge of consideration, please see "*Key Terms of the Formation Transactions - Agreements to Purchase*" on page 171. Consequently, we will cease to have the ability to acquire the relevant Identified SPV or Identified Asset, which may impact our projected growth and income. Further, our Manager cannot assure you of the availability of funds required to undertake the proposed acquisitions, within the timelines set out under the Agreements to Purchase, or at all.

Additionally, the consummation of the Agreements to Purchase may also be subject to us and the Identified SPVs obtaining various prior regulatory approvals, including from authorities such as the BoA and CCI, each as applicable. Our Manager cannot assure you that such approvals will be obtained in time, or at all, or that the approvals will be provided without the stipulation of conditions, which may be onerous in nature.

In the event the rights granted to us under the Agreements to Purchase are not exercised or the conditions precedent to exercising such rights including obtaining the requisite corporate and/ or unitholder approvals, as may be required, are not fulfilled, each within the timeframe stipulated in such agreements, then the Agreements to Purchase shall stand terminated automatically. Further, the Agreements to Purchase shall stand automatically terminated due to, among other things, failure to list the Brookfield REIT on a recognized stock exchange in India on or prior to September 30, 2021, or the Brookfield Group ceasing to control (as defined in the Agreements to Purchase) the manager of the Brookfield REIT. The Brookfield REIT may, at its discretion, also terminate the Agreements to Purchase by giving a notice of 30 days to the parties under the Agreements to Purchase including on account of the Identified Assets becoming commercially unattractive. Our Manager cannot assure you that we will be able to exercise such rights in a timely manner, or at all. In addition, the risks that apply to the business and operations of the assets in the Initial Portfolio are generally applicable to the Identified Assets as well. For further details on the Agreements to Purchase, see "*Key Terms of the Formation Transactions*" beginning on page 158.

Further, while we may complete the acquisition of one or both the Identified SPVs within the period specified in the Agreements to Purchase, we have not included in this Offer Document any pro forma financial information to reflect the probable impact of the acquisition(s). In addition, we have not included the historical financial statements of the Identified SPVs as well as detailed business, operational and other information about the Identified Assets in the Offer Document. Accordingly, you will not have the benefit of such information in connection with your decision to participate in the Issue.

12. ***The ROFO Agreements entered into by us are subject to various terms and conditions and our***

Manager cannot assure you that we will be able to consummate such transactions in a timely manner, or at all.

Under the ROFO Agreements, we have the right to acquire (a) the shareholding of the members of Brookfield ("**Sellers**") in the ROFO Companies ("**ROFO Properties**"); and (b) the identified asset *i.e.* the units held by Vrihis, a ROFO Company, in 'Jet Airways Godrej BKC' situated in the Bandra Kurla Complex (one of the ROFO Properties) ("**BKC ROFO Property**") in the event the Seller decides to sell or transfer the ROFO Properties or Vrihis decides to sell the BKC ROFO Property for an amount equal to or greater than the threshold consideration set out in the ROFO Agreement with Vrihis to any third party during the term of the respective ROFO Agreements. Our Manager cannot assure you that the terms of the offer made by us will be acceptable to the Sellers or Vrihis, as applicable, and we will be able to successfully acquire the ROFO Properties or the BKC ROFO Property. Further, there can be no assurance that the ROFO Companies will qualify as eligible SPVs under the REIT Regulations at the time of the sale or transfer the ROFO Properties.

The eventual cost of the acquisition the ROFO Properties will be subject to the thresholds set out under the REIT Regulations. Further, other investment vehicles of Brookfield have invested or may seek to invest in a broad range of real estate investments including in the ROFO Properties which may be purchased by the Brookfield REIT in the future and our Manager cannot assure you that it could not achieve more favorable terms if such transactions were not entered into with related parties.

Additionally, the consummation of the ROFO Agreements may also be subject to us and the ROFO Companies obtaining various prior approvals and consents including corporate (such as approval of the Unitholders, as applicable) and/ or regulatory approvals. Our Manager cannot assure you that such approvals will be obtained in time, or at all, or that the approvals will be provided without the stipulation of conditions, which may be onerous in nature.

The ROFO Agreements shall stand automatically terminated due to, among other things, failure to list the Brookfield REIT on a recognized stock exchange in India on or prior to September 30, 2021, or the Brookfield Group ceasing to control (as defined in the ROFO Agreements) the manager of the Brookfield REIT and failure on part of the Brookfield REIT to complete the acquisition of the ROFO Companies or the BKC ROFO Property in accordance with the timelines specified under the ROFO Agreements. Our Manager cannot assure you that we will be able to exercise such rights and that such rights will be exercised by us in a timely manner, or at all. In addition, the risks that apply to the business and operations of the assets in the Initial Portfolio are generally applicable to the ROFO Properties as well. For further details on the ROFO Agreements, see "*Key Terms of the Formation Transactions*" beginning on page 158.

13. ***Our dependence on rental income may adversely affect our profitability, ability to meet debt and other financial obligations and our Manager's ability to make distributions to Unitholders.***

Almost all of our income is rental income from the Initial Portfolio and as a result, our performance and business including our ability to service our debt obligations depends on the collection of rent from tenants in a timely manner. Our income and cash flows for distributions to Unitholders would be adversely affected if a significant number of tenants, or any of the large tenants, among other things, (i) fail to make rental payments when due, (ii) fail to renew the letter of approval granted by SEZ authorities, where applicable; (iii) decline to extend or renew lease agreements, upon expiration, (iv) prematurely terminate the lease agreement, without cause (including termination during the lock-in period), or (v) declare bankruptcy. Any of these actions may result in a significant loss of rental income. In such circumstances, our Manager cannot assure you that it will be able to rent out such area on commercially beneficial terms, or at all. Further, if a significant number of tenants or any of the large tenants seek to renegotiate key terms of their lease agreements, especially in relation to rent escalation and maintenance costs, it may reduce our income and cash flows for distributions.

Generally, lease rentals from our Asset SPVs are charged to lenders towards repayment of amounts borrowed from such lenders. For further details, see "*Financial Indebtedness*" beginning on page 216. In case of termination of the lease agreements, the relevant Asset SPV may be required to make alternate arrangements to discharge its payment obligations to the lenders, failing which our Asset SPVs could be in breach of the concerned facility agreements.

Further, under certain lease agreements, our Asset SPVs may provide an exclusive option to the tenants, for a specified period of time, to lease contiguous premises in addition to the demised premises. During such period, the tenants are not liable to pay any rent or other consideration for the contiguous premises and our Asset SPVs are required to hold such premises in reserve for the tenants and not offer the premises to any third party till the expiry of such period. Additionally, our Asset SPVs may grant the right of first refusal to certain tenants, for a limited period of time, over additional premises of our Asset SPVs before an opportunity to lease is given to third parties. In case these rights are granted to tenants, our Manager cannot assure you that the tenants will exercise such rights within the prescribed timelines, which may lead to a loss of revenue for our Asset SPVs for such period during which the premises remain vacant. Our Asset SPVs may also enter into pre-committed lease arrangements with potential tenants and any changes to, or delay in the execution of the final lease agreements may adversely affect our results of operations.

In addition, in a few instances, our Asset SPVs enter into lease agreements wherein they are required to undertake certain fit out and interior works, or obtain occupancy certificates or rent permissions from the concerned authorities for the premises prior to handing over the premises to tenants. In the event of any delay in obtaining occupancy certificates or rent permissions or any breakdown or damage to the premises resulting in failure of the tenants to carry out their operations, the concerned Asset SPV is required to provide rent-free days or percentage deduction in the rent to the tenants till the cure of such delay, which in turn could adversely affect the revenues of the concerned Asset SPV. Additionally, in certain cases, the tenants also have a right to terminate the arrangement in case of delay in providing critical services such as power back up, air conditioning and lift services exceeds the agreed timelines. Any such instances may affect our business, results of operations and cash flows.

14. ***Our Manager cannot assure you that it will be able to successfully complete future acquisitions or efficiently manage the assets that we may acquire in the future. Further, any future acquisitions may be subject to acquisition related risks.***

Our growth strategy in the future may involve strategic acquisitions of commercial properties and other assets, including pursuant to the Agreements to Purchase and the ROFO Agreements for acquisition of entities owned by the members of Brookfield. For details of these Agreements to Purchase and ROFO Agreements, see "*Key Terms of the Formation Transactions*" beginning on page 158.

Our Manager will continue to evaluate potential acquisition opportunities which would further our strategic objectives. However, our Manager may not be able to identify suitable properties, consummate transactions on terms that are commercially acceptable to us, or achieve expected returns and other benefits from acquired properties. We may also face active competition in acquiring suitable and attractive properties from other investors, including other REITs, property developers, sovereign wealth funds and private investment funds, which may result in competitive pricing of the target property or the inability to acquire the target property. Our Manager cannot assure you that we will be able to compete effectively against such entities and the ability of our Manager to make acquisitions in accordance with such strategy may be adversely affected.

Any future acquisitions or investments may require significant capital and may expose us to potential risks, including risks associated with undisclosed disputes, non-compliance with applicable laws, incurring additional debt, risks that acquired properties will not achieve anticipated profitability and an inability of the acquired property to generate sufficient potential revenue in the future to offset the costs and expenses of the acquisition. If an acquisition is unsuccessful, we may lose the value of our investment, which could adversely affect our business, results of operations and financial condition. The REIT Regulations also prescribe minimum holding period requirements in relation to acquisitions made by a REIT. Future acquisitions may cause disruptions to our operations and divert our Manager's attention away from day-to-day operations. Newly acquired properties may require significant attention of our Manager and resources that would otherwise be devoted to the ongoing business. Also, the synergies or efficiencies from such acquisitions may take longer than expected to be achieved or may not be achieved at all.

In addition to compliance with the provisions of the REIT Regulations, due to its Sponsor and Manager not being Indian owned and controlled, any future investment by us in holding companies or SPVs may also be subject to the investment conditions prescribed under the extant foreign exchange regulations for investment in real estate.

Further, future acquisitions may require various regulatory approvals, including approvals from local development and regulatory authorities, prior to undertaking such transactions. Our Manager cannot assure you that it will receive the necessary approvals to consummate such transactions in the required time period or at all.

Future acquisitions may also be subject to acquisition related risks of having both known and unknown liabilities. In case a liability in relation to the ownership of the acquired property is raised against us, we may have to pay amounts to settle such claims, which could adversely affect our cash flows.

Our Manager's ability to undertake any future acquisition will depend on our ability to raise further funds from investors through a fresh issue of Units and/or to raise debt financing, or through such other means of funding as permitted under the REIT Regulations and the extant foreign exchange regulations, which will be subject to the leverage ratios prescribed under the REIT Regulations and other applicable laws. For risks in relation to restrictions on sources of funding, see "- *Our Manager may not be able to successfully meet working capital or capital expenditure requirements of the Initial Portfolio*" beginning on page 52.

15. ***There can be no assurance that the Under Construction Area or Future Development Potential will be completed in its entirety in accordance with anticipated timelines or cost, or that we will achieve the results expected from such projects, which may adversely affect our reputation, business, results of operations and financial condition.***

Our Initial Portfolio has Under Construction Area of 0.1 msf and Future Development Potential of 3.7 msf, as of September 30, 2020. Completion of such projects involves incurring substantial time and costs and is subject to a number of factors. These factors include increases in prices and shortages of (i) equipment, technical skills and labor; and (ii) construction materials (which may prove defective). Further, such projects may also be affected by adverse changes in the regulatory environment, weather conditions and risks associated with third party service providers. There could also be a delay in obtaining the requisite approvals and permits from the relevant authorities and other unforeseeable problems and circumstances, such as the conditions prevailing on account of the COVID-19 pandemic. We may also be required to purchase additional FSI or FAR from third parties or make applications to governmental authorities for such additional FSI or FAR in order to undertake the proposed construction. Any of these factors may lead to delays in, or prevent the completion of, the Under Construction Area or Future Development Potential and may result in any of the following:

- costs substantially exceeding those originally budgeted for;
- the projected returns of such project not being met;
- dissatisfaction among the tenants, resulting in potential adverse action by them, or any consequent negative publicity or decreased demand;
- key underlying approvals terminating or expiring;
- the incurrence penalties from statutory or governmental authorities for any delay in the completion of the proposed property development; or
- liability for penalties under the terms of pre-committed or other agreements with tenants.

Any of these circumstances could adversely affect our business, results of operations and financial condition and may result in us not meeting the Projections set out in this Offer Document. Continued delays in the completion of the construction of projects will also adversely affect our reputation.

16. ***Our Manager may be unable to renew lease agreements or lease vacant area on favorable terms or at all, which could adversely affect our business, results of operations and cash flows.***

Our Asset SPVs have entered into lease agreements with their respective tenants for terms that generally extend from three to 15 years. Leases and rent agreements with tenants of the assets may expire in the near future and may not be renewed by such tenants. Certain tenants with presence across multiple assets may also decide to move out of some or all of their leased area including due to the COVID-19 pandemic. If any of these events occur, our Manager may face delays in finding suitable replacements, which could result in vacant premises and have an adverse effect on our business, results of operations and cash flows.

Under the lease agreements, the tenants are generally required to furnish an interest free, refundable security deposit. Upon the expiry or termination of such agreements, the relevant Asset SPVs are required to refund such deposits to the tenants, subject to deductions, as applicable. In the event of any failure or delay in refunding such security deposits, our Asset SPVs are required to pay additional interest to the tenants that typically range from 12% to 18% on such deposits and hence such refunds could temporarily impact the liquidity of such Asset SPVs. Further, any default by a tenant prior to the expiry of a lease agreement may result in deductions in, or forfeiture of, its security deposit. The quantum of deduction or forfeiture may also be contested by the concerned tenants, which may eventually impact the ability of our Asset SPVs to take possession of the property in question. Legal disputes, if filed by our Manager on behalf of us or our Asset SPVs in this regard, may take time to resolve and involve expenses if they become the subject of court proceedings and their outcome may be uncertain.

Further, the renewal process of the lease agreements with existing tenants may involve delay in execution and registration of such agreements, resulting in the tenants being in possession of units without enforceable legal documents for a limited period, which may limit our ability or the ability of our Manager to enforce the terms of such agreements in a court of law during such period. We may be subject to dispute or litigation on account of non-compliance by any party of the terms of such agreements which may have a negative impact on our reputation and operations.

Generally, our Asset SPVs also enter into pre-committed lease arrangements for our under-construction properties with prospective tenants and any changes to or delay in execution or non-execution of the final lease agreements may adversely affect our business, results of operations and cash flows. Further, as per the terms of some of the existing agreements, our Asset SPVs may not be permitted to lease floors in the same premises to the competitors of the lessee. As a result, if vacancies continue for a longer period than expected, it would have an adverse effect on our results of operations and financial condition.

In the event of a termination of a lease by the lessor, tenants may also seek statutory protection or take legal action against eviction. For example, at Kensington, tenants that are private limited companies or public limited companies with a paid up share capital of less than ₹10 million, could claim protection from wrongful eviction under the Maharashtra Rent Control Act, 1999 ("**MRC Act**").

In the past, there has been an instance where tenants have sought legal protection against eviction proceedings. For details, see "*-Majority of the assets in the Initial Portfolio are located on land notified as SEZs and a few are registered as private IT parks and the relevant Asset SPVs are required to comply with the SEZ Act and the rules made thereunder along with their respective conditions of registration as private IT parks*" on page 50. In the event there are similar tenant claims against eviction including those under the MRC Act or any other statute or court order, it may result in legal disputes and the rentals during that period being limited, which in turn could adversely affect our results of operations and cash flows.

17. ***The actual rent received for the assets may be less than the Leasing Rent or the market rent and we may experience a decline in realized rent rates from time to time, which may adversely affect our business, results of operations, cash flows and distributions.***

In this Offer Document, our Manager has made certain comparisons between in-place rents, Leasing Rent and market rents for the office parks. On account of a variety of factors, including competitive pricing pressure in the markets in which the office parks are located, changing market dynamics including demand and supply, a general economic downturn, the potential impact of the ongoing COVID-19 pandemic resulting in deferred or reduced rent collection and the desirability of the office parks compared to other properties in the markets and micro-markets in which the office parks are located, our Manager may be unable to realize the estimated market rents across the office parks at the time of future leasing. In addition, the degree of discrepancy between the asking rents and the actual rents our Manager is able to obtain may vary both from office park to office park and among different tenants within a single office park. If our Manager is unable to obtain competitive rent rates across the office parks, our ability to grow our cash flows and make distributions to Unitholders could be adversely affected. In addition, depending on market rent rates at any given time, rent rates for expiring leases may be higher than the starting rent rates for new leases.

18. ***Recent disruptions in the financial markets and current economic conditions could adversely affect the ability of our Manager to service existing indebtedness. We may also require additional debt financing in order to continue to grow our business, which may not be available on acceptable terms, or at all.***

The capital and credit markets have been experiencing volatility and disruption. Liquidity in the credit markets has been constrained due to market disruptions, including due to the COVID-19 pandemic, which may make it costly to obtain new lines of credit or refinance existing debt. As a result of the ongoing credit market turmoil, our Manager may not be able to refinance the existing indebtedness or obtain additional financing on acceptable terms. As of September 30, 2020, our total outstanding indebtedness was ₹56,502.38 million (excluding CCDs issued to Brookfield). For more information, please see "*Financial Indebtedness*" on page 216. Our Manager may also be required to raise additional debt financing for acquisitions under the Agreements to Purchase and the ROFO Agreements and the ability of our Manager to obtain such additional debt financing on acceptable terms is subject to several uncertainties, including:

- investors' or lenders' perception of, and demand for the office parks;
- our future results of operations, financial condition and cash flows;
- the extant foreign exchange regulations in India, which do not permit leveraging funds from the domestic market for undertaking downstream investments;
- the prevailing economic, political and other conditions; and
- governmental policies concerning REITs.

Any downgrade in our or India's credit rating could also increase borrowing costs and any such downgrade could increase the probability that our lenders may impose additional terms and conditions to any financing or refinancing arrangements that are entered into in the future and adversely affect our business, results of operations, financial condition and cash flows.

19. ***The Brookfield REIT, our Asset SPVs, CIOP, our Manager and our Sponsor have entered into several related party transactions, which could potentially pose a conflict of interest.***

The Brookfield REIT, our Asset SPVs and CIOP have entered and will enter into transactions either *inter-se* or with related parties, including our Manager, our Sponsor and their respective affiliates and our Sponsor Group, pursuant to the Investment Management Agreement, the Agreements to Purchase, the ROFO Agreements, the Candor Amended and Restated Service Agreement, the Candor Amended and Restated Transition, Operations and Maintenance Agreements, Services Agreement, Shareholder Debt Documentation, the Trade-mark Sublicense Agreement, Candor Trademark Agreement and the Share Acquisition Agreements, the terms of which may be deemed to not be as favorable to us as those negotiated between unaffiliated third parties. These transactions relate to, among others, the management of our Asset SPVs, maintenance of the assets in the Initial Portfolio, and loans and advances to be made by the Brookfield REIT to our Asset SPVs. The transactions with related parties that have been entered into may have involved, and any future transactions could potentially involve, conflicts of interest, and it may be deemed that we could have achieved more favorable terms had such transactions been entered into with unaffiliated third parties. For details, see "*Management Framework*" and "*Related Party Transactions*" beginning on pages 180 and 204.

Certain of our service providers or their affiliates (including accountants, administrators, lenders, brokers, attorneys, consultants, title agents, property managers and investment or commercial banking firms) may also provide goods or services to or have business or other relationships with Brookfield and payments by us to such service providers may indirectly benefit Brookfield. For example, our Manager, which is a part of Brookfield, provides real estate operating services to CIOP, which in turn carries out property management and facility management for the Initial Portfolio, and our Manager receives and will continue to receive fees from CIOP for such services. In certain circumstances, service providers, or their affiliates, may charge different rates or have different arrangements for services provided to Brookfield entities as compared to services provided to us, which in certain circumstances may result in more favorable rates or arrangements than those payable by us. In addition, in instances where multiple businesses of Brookfield may be exploring a potential individual investment, certain of these service providers may choose to be engaged by other members of Brookfield rather than us. Our Manager may also provide property management and facility management services to other members of Brookfield. These relationships may influence us and our Manager in deciding whether to select or recommend such a service provider to perform such services for us or an Asset SPV (the cost of which will generally be borne directly or indirectly by us or such Asset SPV, as applicable).

Additionally, in determining whether to invest in a particular property on our behalf, our Manager may consider the long-term relationships of Brookfield with third parties, which may result in certain transactions not being undertaken by our Manager in view of such relationships. Further certain properties owned by us may be leased out to tenants that are part of Brookfield, which could give rise to a conflict of interest.

Our Manager may hire employees from Brookfield and such employees may also work on other projects of Brookfield, and therefore, conflicts may arise in the allocation of the employees and the employees' time.

Also, it is likely that our Manager and/ or the Brookfield REIT will enter into additional related party transactions in the ordinary course of business. Such transactions, individually or in aggregate, could lead to a further perception of conflicts of interest. For more information regarding the related party transactions, see "*Related Party Transactions*" beginning on page 204.

The REIT Regulations specify the procedure to be followed for undertaking related party transactions. Our Manager has set in place the policy on related party transactions and conflicts of interest to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions may, from time to time, reduce the synergies across our Manager's various businesses that we expect to draw on for purposes of pursuing attractive investment opportunities and also lead to suboptimal execution of business plans for existing investments. For details on the policy, see "*Related Party Transactions*" beginning on page 204.

20. ***Our actual results may be materially different from the expectations express or implied, or Projections included, in this Offer Document.***

In view of the REIT Regulations, this Offer Document includes certain forward-looking statements, such as Projections, expectations, plans and analysis of the Projections, as set out in the section "*Projections*" beginning on page 256. Certain assumptions have been made regarding our future financial and operating performance, including but not limited to the construction costs and completion timelines of Under Construction Area and similarly on renovation and maintenance projects. It has been assumed that all projects will be completed and become operational and income generating within the timelines described in the Projections and our completed and income generating assets will continue to operate at the current or estimated levels. In case such assumptions are not satisfied, the associated revenue from operations, profit and cash flows would need to be revised accordingly. Hence, the revenue from operations, EBITDA, NOI and cash flows are only estimates and there can be no assurance from our Manager on any of these parameters. For details, see "*– There can be no assurance that the Under Construction Area or Future Development Potential will be completed in its entirety in accordance with anticipated timelines or cost, or that we will achieve the results expected from such projects, which may adversely affect our reputation, business, results of operations and financial condition*" beginning on page 40.

There continue to be limitations associated with the Projections even though the calculations are based on historical performance metrics and certain other assumptions in the Projections. Also, given that EBITDA, EBITDA Margin, NOI, NOI Margin and NDCF are non-GAAP measures and are not defined in the Ind AS or IFRS, they are not to be considered as substitutes for the defined operating performance metrics such as revenue from operations, net income or cash flow from operations or related margins or other measures of operating performance, liquidity or ability to pay dividends.

In addition, in preparing the Projections, our Manager has assumed the finance costs. Our Manager has, *inter alia*, assumed that net debt of our Asset SPVs as of March 31, 2020 is replaced with shareholder debt financed via proceeds from the offer and external debt raised by the Brookfield REIT at the SPV level with effect from April 1, 2020 and construction and major upgrade needs have been assumed to be financed by additional external debt raised at the SPV level.

Given that future performance is based on assumptions, there could be uncertainties and contingencies, which could adversely affect our Manager's ability to achieve the Projections. Our Manager cannot assure you that the assumptions will be realized and the actual revenue from operations, EBITDA and cash flows from operating activities, Market Value, NOI and NDCF will be as projected. The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure as if it were in existence since April 1, 2020. The post Issue capital structure impacts EBITDA, Cash Flow from Operating Activities, and NDCF.

The independent auditors report on the examination of Projections of Revenue from Operations and Cash Flow from Operating Activities, contains the following restrictions: "Our work has not been carried out in accordance with auditing or other standards or practices accepted in jurisdictions outside India, including the United States of America, and accordingly should not be relied upon as if it had been carried upon in accordance with those standards and practices. US securities regulations do not require profit forecast to be reported by a third party. This report should not be relied upon by prospective investors in the United States of America, including persons who are qualified institutional buyers as defined under Rule 144A under the United States Securities Act of 1933 participating in the Issue. We accept no responsibility and deny any liability to any person who seeks to rely on this report and who may seek to make claim in connection with any offering of securities on the basis that they had acted in reliance on such information under the protections accorded by United States of America law and regulation".

21. ***The Valuation Report on the Initial Portfolio is only indicative in nature as it is based on a set of assumptions and may not be representative of the true value of the Initial Portfolio.***

The valuation of the Initial Portfolio is based on certain assumptions relating to the nature of the property, its location, lease rental forecasts and valuation methodologies and these assumptions add an element of subjectivity to these valuations and hence may not be accurate. Our Manager cannot provide assurances on the accuracy of these assumptions. Further, in case a new valuer is appointed subsequent to the listing, our Manager cannot assure you that the set of assumptions to be used by the new valuer and the end result would be the same. The Valuation Report has been issued as of September 30, 2020 and can be accessed by the investors (as a document available for inspection) from the date of the Offer Document until the date of listing of the Units and only a summary of material terms of the Valuation Report have been included in this Offer Document, which is qualified by the details in the Valuation Report. For details on the assumptions, disclaimers and methodology used in the Summary Valuation Report, see "*Summary Valuation Report*" beginning on page 445.

Further, C&WI has provided an Independent Property Consultant Report on the Valuation Report, which is included in this Offer Document. The Independent Property Consultant Report confirms that the opinions and conclusions contained in the Valuation Report are fair and reasonable. For details on the Independent Property Consultant Report, see "*Independent Property Consultant Report*" beginning on page 469. Our Manager cannot assure you that the methodologies adopted and the assumptions made for issuing the Summary Valuation Report or the Independent Property Consultant Report are accurate, and accordingly, reflect the right valuation of the Initial Portfolio.

Valuation is an estimate and not a guarantee, and it is dependent upon the accuracy of the assumptions as to income, expenses and market conditions. Further, the valuation methodologies used to value the Initial Portfolio will involve subjective judgments and projections, which may not be accurate. Valuation methodologies will also involve assumptions and opinions about future events (for instance, the tenants of the Initial Portfolio will not default on their obligations under their lease agreements), which may turn out to be incorrect. In particular, the Summary Valuation Report assumes that notwithstanding the impact of COVID-19 on the commercial real estate industry, the long term demand for commercial real estate will remain intact, which may turn out to be incorrect. The Summary Valuation Report contains forecasts, projections and other forward-looking statements that relate to future events that involve risks and uncertainties, which may cause the actual results or performance to be significantly different from any future results or performance expressed or implied by the forward-looking statements. For details, see "*Summary Valuation Report*" beginning on page 445.

The Summary Valuation Report does not purport to contain all the information that may be necessary or desirable to fully evaluate us or the Initial Portfolio or an investment in the Units. The Summary Valuation Report does not confer rights or remedies upon investors or any other person, and does not constitute and should not be construed as any form of assurance as to the financial condition or future performance or as to any other forward looking statements included therein, including those relating to macro-economic factors, by or on behalf of our Sponsor, our Manager, the Lead Managers or us. The

Summary Valuation Report has not been updated since the date of its issue, and does not consider any subsequent developments and should not be considered as a recommendation by us, our Sponsor, our Manager, the Lead Managers or any other party, that any person should take any action based on such valuation. Accordingly, investors should not rely on the Summary Valuation Report in making an investment decision to subscribe to or purchase Units.

Further, valuations do not necessarily represent the price at which a real estate asset would sell, since market prices of assets can only be determined by negotiation between a willing buyer and seller. As such, the value of an asset forming part of the Portfolio may not reflect the price at which such asset could be sold in the market, and the difference between value and the ultimate sales price could be material. Additionally, the price at which our Manager may be able to sell any of our assets in the future may be different from the acquisition value of such assets.

22. ***We may be subject to certain restrictive covenants under the financing agreements that could limit our flexibility in managing our business or to use cash or other assets.***

Our Asset SPVs have entered into and along with the Brookfield REIT may enter into financing agreements with lenders, from time to time. These financing agreements generally include or could include certain restrictive covenants such as, obtaining prior consent from lenders for, among other things:

- change in the capital structure;
- amendment of constitutional documents;
- declaration of dividends or distribution of profits;
- incurring further indebtedness;
- restrictions on the utilization of the loans;
- undertaking any merger, de-merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors or shareholders;
- pre-pay any financial indebtedness of any other lender, entity or person; and
- undertake any new project or any substantial expansion of the borrower project.

The restrictive covenants under the financing agreements may also require the borrowers to directly transfer lease rentals received from tenants to a separate escrow account under the lease rental discounting facilities, until such time that the loan amounts are not repaid, adhere to the financial ratios, such as loan to valuation ratio, or pay a specific amount as penalty for prepayment of the loan. The aforesaid limitations may adversely affect the flexibility and ability of our Manager to operate our business and in turn to make distributions to the Unitholders. If we or any of our Asset SPVs fail to meet or satisfy any of the restrictive covenants, the lenders could elect to declare outstanding amounts due and payable, terminate their commitments, require posting of additional collateral and enforce their interests against existing collateral. For further details on indebtedness, see "*Financial Indebtedness*" beginning on page 216.

Any failure to satisfactorily comply with any condition or covenant (including technical defaults) under any financing agreements or any new financing agreements that may be entered into in the future may lead to an event of default which may result in actions including termination of one or more of the financing agreements of our Asset SPVs or us, as applicable, acceleration of amounts due under such agreements, imposition of penalty interest, as well as trigger cross-defaults under certain other financing agreements which may result in the recalling of the loans provided under those financing agreements. Any of these factors could have an adverse effect on our financial condition, cash flows and prospects as well as our Manager's ability to meet our payment obligations under our financing agreements.

23. ***We have certain contingent liabilities, which if they materialize, may adversely affect our results of operations, financial condition and cash flows.***

As of September 30, 2020, we have certain contingent liabilities, on a combined basis, are as set out in the table below:

(*₹ in million*)

Particulars	As of September 30, 2020
Claims against the special purpose vehicles not acknowledged as debt in respect of income tax matters	785.80
Claims against the special purpose vehicles not acknowledged as debt in respect of indirect tax	2.67
Total	**788.47**

If a significant portion of these contingent liabilities materialize, it could have an adverse effect on our results of operations, financial condition and cash flows. For details, see *"Condensed Combined Financial Statements – Notes to accounts – 38. Contingent Liabilities and 39. Commitments"* beginning on page 425 and 426, respectively.

24. ***Non-compliance with, and changes in, environmental, health and safety laws and regulations could adversely affect the development of the Initial Portfolio and our financial condition.***

We are subject to environmental, health and safety regulations in the ordinary course of our business including governmental inspections, licenses and approvals of its project plans from state pollution control authorities. Further, our Asset SPVs are required to conduct environmental assessments and seek environmental clearance for their projects. Any change in government regulations or environment concerns that may be introduced during the development of an office park may result in completion delays and increased costs. We are also subject to several central and local laws and regulations relating to the protection of the environment that may require the owner or operator of a property liable to clean-up hazardous or toxic substances at a property. Such laws often impose liability irrespective of whether the owner or operator knew of, or was responsible for, any environmental damage or pollution and the presence of such substances or materials. The cost of investigation, remediation or removal of these substances may be substantial. Failure to comply with these laws may result in penalties or other sanctions.

Further, environmental approvals are generally subject to ongoing compliance in the form of monitoring, audit and reporting norms, among others, under central environmental regulations and rules. Our Manager cannot assure you that all ongoing compliance or periodic filings which are required to be made in relation to the Initial Portfolio have been made in a timely manner. Some of the environmental approvals may not be in place or not applied for or may have expired in the ordinary course of business, for which our Asset SPVs have either made applications or are in the process of making applications with the relevant authorities which are pending. For example, applications have been made (i) to obtain environmental clearance for the proposed expansion from the State Environment Impact Assessment Authority in Candor Techspace K1; and (ii) to obtain a single consent to operate order for the entire Candor Techspace K1 project from the West Bengal Pollution Control Board. Further, applications to renew the consent to establish with respect to Candor Techspace K1 is yet to be made. Our Manager cannot assure you that such approvals will be granted in a timely manner or at all by the authorities. For details, see "*Regulatory Approvals*" beginning on page 332.

Further, our Manager cannot assure you that future laws, ordinances or regulations will not impose any environmental liability or that the current condition or status relating to the Initial Portfolio will not be affected by changes or conditions relating to the land, operations in the vicinity of the assets or the activities of unrelated third parties.

In addition, we may be required to comply with several local, state and central fire, life-safety, health and similar regulations. Failure to comply with applicable laws and regulations could result in fines and/or damages, suspension of personnel, civil liability or other sanctions.

25. ***Our business and operations are subject to compliance with various laws, and any change in law or non-compliance may adversely affect our business and results of operations.***

Our business is governed by various laws and regulations, including Transfer of Property Act, 1882, Special Economic Zones Act, 2005, Special Economic Zone Rules, 2006, Haryana Urban Development Authority Act, 1977, New Town Kolkata Development Authority Act, 2007, Uttar Pradesh Industrial Area Development Act, 1976, Maharashtra Municipal Corporation Act, 1949 and municipal laws of various states. Our business could be adversely affected by uncertainty in the applicability, interpretation or stricter implementation of, or any amendment to, any existing laws or municipal plans, or promulgation of new laws, rules and regulations applicable to us. For example, the recently enacted Code on Wages, 2019 may increase our obligations and liabilities and require us to pay additional labor cess. Also, Candor Kolkata (for Candor Techspace G2) had received property tax bills for Financial Year 2021 from the Municipal Corporation, Gurugram. These bills included arrears on property tax along with interest on such arrears for Financial Years 2011 to 2020 payable by Candor Kolkata with respect to certain towers of Candor Techspace G2 owing to an alleged change in the classification of the asset from 'IT/ ITeS' to 'commercial'. Subsequently, the property taxes for the aforesaid periods have been paid by Candor Kolkata (for Candor Techspace G2), after receiving approval from the Commissioner of the Municipal Corporation of Gurgaon, Haryana, on a self-assessment basis at the tax rate applicable to I.T. buildings, however, Candor Kolkata was served property tax bills afresh for the Financial Year 2020-2021 with respect to balance payments. For further details, see "*Legal Proceedings*" on page 335.

Our Asset SPVs are required to comply with certain requirements under the MSME Act, including timely payments to the MSME vendors. Non-compliance with these requirements could result in imposition of penalties on our Asset SPVs and stoppage of supplies from the MSME vendors, which may adversely affect our business and results of operations.

The Portfolio Companies are also required to comply with anti-bribery and anti-money laundering laws in India and any inability on their part to detect such activities in a timely manner could subject them to regulatory action including imposition of fines and penalties, which may adversely affect our business and results of operations. For example, in February 2019, Candor Kolkata received a whistle blower complaint against an employee of CIOP in relation to the violation of its anti-bribery and corruption policy and code of conduct. Candor Kolkata appointed an independent firm to conduct an investigation and terminated the services of the concerned employee of CIOP on the basis of the investigation report.

Additionally, our Asset SPVs are also required to prepare and implement an environmental corporate responsibility plan and spend at least 0.25% of the total project cost or such percentage as may be stipulated in the environment approvals or other applicable environment regulations or circulars or notifications, towards activities proposed under the environmental corporate responsibility plan. Any failure on our part or the respective Asset SPVs to comply with the above requirements could result in an adverse effect on our business and results of operations.

Further, pursuant to a judgment by the Supreme Court of India dated February 28, 2019, it was held that basic wages, for the purpose of the provident fund, include special allowances which are common for all employees (the "**Judgment**"). However, there is uncertainty with respect to the applicability of the Judgment and period from which the same applies. Owing to the uncertainty and pending clarification from the authorities, we have not recognized any provision in this regard.

26. ***The laws governing REITs in India are in their early stages and relatively untested.***

The real estate sector in India including REITs are heavily regulated. The REIT Regulations comprise a relatively nascent and evolving set of regulations and their interpretation and enforcement by regulators and courts is relatively untested. Such uncertainty in the applicability, interpretation or implementation of applicable laws and regulations to us, the Units, or debt and other securities issued by us may increase our compliance and legal costs in the future, thus adversely affecting our business and results of operations and consequently the ability of our Manager to make distributions to the Unitholders. For example, the FPI Regulations specify that an offshore derivative instrument may be issued overseas by an FPI against "securities" held by it that are listed or proposed to be listed on any recognized stock exchange in India, or unlisted debt securities or securitized debt instruments. Accordingly, FPIs should consult their advisors in connection with the issuance of any offshore derivative instruments with Units as their underlying instrument. It is also uncertain whether the entire regulatory framework applicable to "securities" under Indian law will apply in all cases to the units of a REIT. Further, there may be restrictions on the type of investors to whom we may issue debt securities, which may affect the marketability of such securities. In addition, the applicability of SEBI Listing Regulations, Insider

Trading Regulations and the Takeover Regulations and the implementation thereof to REIT structures is evolving. Any future changes in regulations, interpretation and enforcement may also make it onerous for us to comply with the REIT Regulations and may reduce the attractiveness of the Units to prospective investors.

27. ***We are subject to compliance with FEMA Rules and other applicable foreign exchange regulations due to our Sponsor and Manager not being Indian owned and controlled. Any change in such laws or non-compliance may adversely affect our business and results of operations.***

Our Sponsor and Manager are not Indian owned and controlled and therefore any investment made by the Brookfield REIT in an Indian entity will be reckoned as an indirect foreign investment. Consequently, we will be required to comply with the extant foreign exchange regulations, particularly the FEMA Rules. For instance, any downstream or other investments made by the Brookfield REIT are subject to conditions, both in terms of investments and divestments, such as transfer restrictions and adherence to pricing guidelines. Also, owing to regulatory restrictions we will not be permitted to avail debt funding from the domestic market in order to make any downstream investments, including in our Asset SPVs. Compliance with such conditions may affect the ability of our Manager to make investments, including acquisition of assets, which may consequently affect its ability to make distributions to Unitholders. Further, any future changes in regulations, interpretation and enforcement may also make it onerous for us to comply with such laws and regulations and may reduce the attractiveness of the Units to prospective investors. Additionally, we cannot assure you that in the event an approval is required from the RBI under the prevailing foreign exchange regulations the same will be obtained by us on acceptable terms within the prescribed time period, or at all.

28. ***Candor Techspace N1 is located on land leased from NOIDA and is required to comply with the terms and conditions provided in the lease deeds, failing which NOIDA may terminate the lease or take over the premises. Also, our Manager may not be able to renew the lease with NOIDA upon its expiry or premature termination.***

Candor Techspace N1 is located on land leased from NOIDA and is subject to compliance with the terms and conditions stipulated in the lease deed issued in favour of SPPL Noida dated March 24, 2006. SPPL Noida is required to comply with terms and conditions, such as land use for specific purposes, utilization of area as per FAR norms, completion of construction as per the approved business plans and milestones. Further, it is also required to obtain certificate for occupancy and permission of NOIDA for assignment, sub-letting and transfer of property. Additionally, SPPL Noida is required to indemnify NOIDA against claims arising from, among other things, any damage to adjacent buildings. Further, in relation to the change in shareholding of SPPL Noida pursuant to the consummation of Formation Transaction, we are also required to obtain a post-facto registration approval and pay transfer charges to NOIDA, as well as execute a change in constitution deed and our Manager cannot assure you that it will be able to complete all such steps within the timelines prescribed by NOIDA, or at all.

The lease deeds with NOIDA are valid for a term of 90 years, with no provision for renewal under their terms. In the event of termination or expiry of the lease deeds, our Manager cannot assure you that it will be able to renew the lease with NOIDA on terms acceptable to it or at all or procure similar premises at existing rates and with alike benefits and this may in turn adversely affect our business, financial condition and results of operations.

Our Manager cannot guarantee that SPPL Noida will be able to satisfy all or any of the conditions stipulated in the lease deeds or whether they are currently in compliance with such conditions. While the lease deeds executed by SPPL Noida with the tenants specifically include the purpose for which the premises can be utilized and other terms that they would be required to comply with, our Manager may not regularly monitor the premises to ensure that the tenant complies with the terms of the lease deeds executed between them and the tenants. Any non-compliance of the terms of the lease deeds by the tenants may in turn result in termination of SPPL Noida's lease deed with NOIDA or re-possession of the land by NOIDA or forfeiture of amount paid to NOIDA under the lease deed and this in turn could have an adverse impact on SPPL Noida and also adversely affect our business, financial condition and results of operations.

29. ***Our Manager may not be able to control our operating costs, or the direct expenses may remain constant or increase, even if income from the Initial Portfolio decreases, resulting in an adverse effect on our business and results of operation.***

Our business is substantially dependent on leasing of the assets in the Initial Portfolio to tenants on terms favorable to it. Costs associated with real estate investment, such as property tax, insurance and maintenance costs, are typically not reduced even when a property is not fully occupied, if rental rates decrease or if there are other circumstances that may cause a reduction in income from the property. Property taxes are especially dependent on the tax policies enacted by the Government and any withdrawal of tax benefits currently or subsequently enjoyed by us may adversely affect our business and results of operation. Generally, while the terms of the leases allow our Manager to charge tenants for all or a portion of expenses enumerated above, our Manager may not be able to recover such expenses from all tenants. Additionally, new properties that may be acquired or redeveloped may not produce significant revenue immediately, and the cash flow from existing operations may be insufficient to pay the operating expenses and principal and interest on debt associated with such properties until they are fully leased.

Further, as the assets in the Initial Portfolio age, the costs of maintenance will increase and, without significant expenditure on refurbishment, the demand for these assets and their net gross asset value may decline. Consequently, the net asset value per Unit may decline unless we incur the requisite expenditure to successfully develop the projects under construction, undertake future development or acquire new assets such that they maintain our overall cash flows at the desired levels. The quality and design of the assets in the Initial Portfolio have a direct influence over the demand for area in, and the rental rates of, the Initial Portfolio. In addition, due to the fact that the assets in the Initial Portfolio are positioned as Grade-A properties, the costs of maintenance may be higher, and the need for rebuilding or refurbishment may arise more frequently in order to maintain their market position as Grade-A properties. Our business and operations may suffer some disruption and it may not be possible to collect the full or any rental income on area affected by such renovation or redevelopment works, if such works are extensive.

30. ***This Offer Document contains information from the industry report which have been commissioned by our Manager from C&WI in relation to the Issue. Our Manager cannot assure you that the statistical, financial and other industry information in the industry report is either complete or accurate.***

The information in the section "*Industry Overview*" beginning on page 75 and in certain other sections in this Offer Document is based on the report titled "*India Commercial Real Estate Overview*", dated December 13, 2020, prepared by C&WI. Our Manager commissioned this report for the purpose of inclusion of industry information in this Offer Document. Neither we, the Trustee, our Sponsor, the Lead Managers, our Manager nor any other person connected with the Issue has verified the information in the report. Further, the report has been prepared based on information as of specific dates and may no longer be current or reflect current trends. Also, opinions in the report are based on estimates, projections, forecasts and assumptions and may prove to be incorrect. In particular, the report assumes that notwithstanding the impact of COVID-19 on the commercial real estate industry, the long term demand for commercial real estate will remain intact, which may turn out to be incorrect. While industry sources take due care and caution while preparing their reports, they do not guarantee the accuracy, adequacy or completeness of the data. Accordingly, investors should not place undue reliance on, or base their investment decision solely on this information.

31. ***In case our Asset SPVs are unable to obtain, maintain or renew required regulatory approvals and permits in a timely manner or at all, our business, results of operations and financial condition may be adversely affected.***

In order to operate their respective businesses, our Asset SPVs require various approvals, licenses, registrations and permissions from the government, local bodies and other regulators. Regulatory approvals are generally subject to ongoing terms and conditions, and a failure to comply with these terms and conditions may result in an interruption of the operations of our Asset SPVs, which may have an adverse effect on our business, results of operations, financial condition and trading price of the Units. Our Asset SPVs may also encounter difficulties in fulfilling the conditions precedent and conditions subsequent to the existing approvals or any approvals that may be required in the future. With respect to the construction and operation of certain buildings forming a part of the Initial Portfolio, our Asset SPVs may not have obtained valid approvals from relevant authorities or there may be approvals which have expired and are subject to renewal on an ongoing basis. For example, the consent to establish as well as the environment clearance with respect to Candor Techspace K1 had expired while there were certain towers under construction in the past. Candor Kolkata has subsequently applied for a renewal of the environment clearance and will make an application to renew the consent to establish post receipt of the environment clearance. While Candor Kolkata has not received any notice from relevant authorities in this regard, regulatory action may be taken against it for undertaking construction of towers without a valid environmental clearance and consent to establish. Our Manager cannot assure you that such approvals will be granted in a timely manner or at all by the authorities. For details, see "*Regulatory Approvals*" beginning on page 332.

Certain of the assets in the Initial Portfolio are also currently under-construction and require regulatory approvals before any occupation by tenants and there may be delays on the part of the administrative bodies in reviewing applications and granting approvals. Further, for certain towers/units in the Initial Portfolio and our Asset SPVs are in the process of obtaining complete or partial occupancy certificates and will not be classified as 'completed' assets under the REIT Regulations unless such occupancy certificates are obtained. In addition, there may be certain approvals such as fire NOCs which are required to be renewed on an ongoing basis by our Asset SPVs. If our Asset SPVs fail to obtain or renew, or experience delays in obtaining or renewing, the requisite governmental approvals, or if any approvals are suspended or revoked, the schedule of development and consequently the potential income from the resultant assets, could be disrupted or impeded. For details, see "*Regulatory Approvals*" beginning on page 332.

The approvals issued to our Asset SPVs may be suspended or revoked in the event of non-compliance or alleged non-compliance with any terms or conditions thereof, or pursuant to any regulatory action, which could have an adverse effect on our business, results of operations and financial condition.

32. ***Majority of the assets in the Initial Portfolio are located on land notified as SEZs and a few are registered as private IT parks and the relevant Asset SPVs are required to comply with the SEZ Act and the rules made thereunder along with their respective conditions of registration as private IT parks.***

Kensington, Candor Techspace G2 and a significant portion of the land on which Candor Techspace K1 is located are on land notified as SEZs and are required to comply with SEZ related rules and regulations. The developers and tenants in SEZ areas are granted several fiscal incentives including a relaxation from income tax and indirect taxes for a specified period of time. If such benefits are not available in the future, our business and results of operations may be adversely affected. For instance, under the Income Tax Act, 1961, a developer of a SEZ can a claim tax deduction of 100% of the profits and gains derived from such business, subject to certain specified conditions, for a consecutive 10 year period out of 15 years beginning from the year in which the SEZ is notified by the GoI. However, post the amendment introduced by way of the Finance Act, 2016, this tax deduction is no longer available to a developer of a SEZ if the development of the SEZ commences on or after 1 April 2017.

The SEZ Act and rules require Asset SPVs to lease units to tenants possessing a valid letter of approval from the SEZ authorities. Our Manager cannot assure you that letters of approval for all existing tenants will be renewed from time to time as required under the SEZ Act in the future. For example, Candor Gurgaon 2 (subsequently merged into Candor Techspace Kolkata with effect from May 4, 2020) filed a civil suit against one of its tenants, along with another party, alleging operation of business on the leased premises at Candor Techspace G2 without the letter of approval due to its cancellation and sought, among other things, permanent injunction against the tenants from carrying out any business at the leased premises, repossession of the leased premises and recovery of outstanding rent. However, the tenant was granted temporary injunctive relief and allowed to operate its business from the leased premises, subject to payment of utility bills, which were not adhered to by the tenant. The premises are currently lying unused.

Additionally, we have filed applications to the Ministry of Commerce and Industry seeking approval for setting up special economic zones over certain additional land parcels on Candor Techspace G2. For details on such applications, see "*Regulatory Approvals*" beginning on page 332. Our Manager cannot assure you that the requisite approval will be granted in a timely manner or at all by the concerned authority.

Further, such letters of approvals expire in the ordinary course of business and are subject to periodic renewals. Our Manager cannot assure you that such letters of approvals will be renewed by the tenants in a timely manner or at all. Our Asset SPVs could be deemed to be in breach of terms of the SEZ approvals for leasing units to tenants who do not have a valid approval.

Further, from time to time, the Ministry of Commerce and Industry prescribes certain restrictions and conditions for SEZs, including restrictions on transfers of land and changes in shareholding. Failure to comply with the relevant restrictions and conditions could result in de-notification of the SEZ status of the underlying land or imposition of penalties, which could adversely affect our business, results of operations and cash flows.

Additionally, the permanent registration obtained by Festus from the DoI for a private IT Park at Kensington requires Festus to intimate and obtain an approval from the DoI for any change in its management. Failure to comply with such restriction could result in cancellation of the registration and imposition of penalties on Festus, which could adversely affect our business, results of operations and cash flows.

33. ***Our Manager and the Operational Services Provider utilize the services of certain third party operators to manage and operate the Initial Portfolio. Any deficiency or interruption in their services may adversely affect our business.***

Our Manager and the Operational Services Provider utilize and depend on the services of certain third party operators for the operation of the Initial Portfolio. These include services provided by accountants, facilities managers, architects, technical consultants and contractors. These service providers may further sub-contract some of the tasks assigned to them and although our Manager and the Operational Services Provider are required to assist and oversee the work done by such consultants and contractors, they have limited or no control over the services provided by such third parties. For details, see "*Management Framework*" beginning on page 180.

Our Manager also relies on third-party service providers for certain aspects of our business, including for certain information systems and technology. Any interruption or deterioration in the performance of these third parties, failures of their information systems and technology, or termination of these arrangements or other problems in the relationship with these third parties, could impair the quality of operations and adversely affect our reputation, operations and business.

34. ***The title and development rights or other interests over land on which the Initial Portfolio are located may be subject to legal uncertainties and defects which may have an adverse effect on our ability to own the assets and result in us incurring costs to remedy and cure such defects.***

The Asset SPVs have been acquired by the Brookfield Group from third parties and the rights or title in respect of these lands may be adversely affected by improperly executed, unregistered or insufficiently stamped conveyance instruments in the property's chain of title, unregistered encumbrances in favor of third parties, irregularities in the process followed by the land development authorities and other third parties who acquired the land or conveyed the land in favor of Asset SPVs or irregularities in the process of mutation of the land records in favor of our Asset SPVs, rights of adverse possessors, ownership claims of successors of prior owners, and irregularities or mismatches in record-keeping, non-issuance of public notice prior to acquisition, the absence of conveyance by all right holders, ownership claims of family members or co-owners or prior owners or other defects that our Manager may not be aware of. For example, Candor Techspace G2 is situated on land owned by a third party and the development and construction of buildings on Candor Techspace G2's land is governed by the G2 Co-Development Agreement. For further details in relation to the key terms of the joint development arrangement, see "*Our Business and Properties".* For details on risks relating to such association, please see *"- Risks Related to Our Business and Industry - If our Manager is unable to maintain relationships with other stakeholders in the Initial Portfolio, our results of operation and financial condition may be adversely affected*" on page 56. While our Manager conducts due diligence and assesses land prior to acquisition of such land or interest in such land, obtaining title guarantees in India is challenging as title records provide only for presumptive rather than guaranteed title of the land. As such, these defects or irregularities may not be fully identified or assessed.

Additionally, property records in India have not been fully computerized and are generally maintained manually with physical records of all land related documents, which are also manually updated. This updating process can take a significant amount of time and can result in inaccuracies or errors and increase the difficulty of obtaining property records and/or materially impact the ability to rely on them. Further, certain original title documents with respect to Kensington are not available with Festus and we have relied on the copies of such documents for our review and diligence. As a result, our Asset SPVs' title over the land that is part of the Initial Portfolio in which we may invest may not be clear or may be in doubt.

Candor Techspace N1 is located on land leased from NOIDA. While it may have validly obtained such land on lease from NOIDA, our Manager cannot assure you that the prior acquisition of land by NOIDA will not be questioned.

Legal disputes in respect of land title in India can take several years and can entail considerable expense to resolve if they become the subject of court proceedings and their outcome can be uncertain. If such disputes are not resolved between our Asset SPVs and the claimants and an adverse order is passed in respect thereof, our Asset SPVs may either lose their interest in the disputed land or may be restricted from further development thereon.

Further, we have not obtained title insurance to guarantee our title rights in respect of land forming part of our Initial Portfolio. The absence of title insurance, together with the challenges involved in verifying title to land, may increase our exposure to third-party claims to such land. As a result, the uncertainty of title to land makes acquisition and development projects more complex and may impede the transfer of title, expose us to legal disputes and adversely affect the valuation of the land involved. In addition, our Asset SPVs may also face the risk of illegal encroachments on the land parcels owned by it or over which it has development rights. We may be required to incur additional costs and face delays in its project development schedule in order to clear such encroachments.

35. ***We are exposed to a variety of risks associated with safety, security and crisis management.***

We and our Manager are committed to ensuring the safety and security of our employees and assets, as well as those of our tenants. However, extreme weather, civil or political unrest, violence and terrorism, serious and organized crime, fraud, pandemics, fire and day-to-day accidents, sexual harassment at the workplace and petty crimes could affect the tenants in the Initial Portfolio, cause loss of life, sickness, injury, substantial damage to or destruction of property and equipment resulting in the suspension of tenant operations and result in compensation claims, fines from regulatory bodies, litigation and affect our reputation. In addition, physical damage to any of the assets in the Initial Portfolio resulting from any of the foregoing may impose unbudgeted costs on us and have an adverse impact on our results of operations and financial condition and ability of our Manager to make distributions to the Unitholders.

We may also rely upon contract labor in relation to the development work undertaken at the under-construction properties. Our Asset SPVs or our Manager may (as principal employers) become liable to persons working at the premises in case of any accidental death or grievous injury. Any of the foregoing could subject us to litigation, which may increase the expenses, if found liable, and could adversely affect our reputation and cause a loss of consumer confidence in our business.

36. ***Our Manager may not be able to successfully meet working capital or capital expenditure requirements of the Initial Portfolio.***

Under the REIT Regulations, our Manager is required to distribute at least 90% of the NDCF to the Unitholders not less than once every six months in every financial year. However, in accordance with our distribution policy, such distributions are required to be declared not less than once every quarter in every financial year. For details of our distribution policy, see "*Distribution*" beginning on page 284. Due to these distribution requirements, our Manager may not be able to fund future capital needs, including any necessary acquisition financing, from our operating cash flows.

The Initial Portfolio may periodically require capital expenditure for refurbishments, renovations and improvements which may exceed current estimates and our Manager may not be able to secure financing for such capital expenditure, in a timely manner, or at all. In addition, our Manager also requires financing for completion of the Under Construction Area and Future Development Potential. For example, our planned capital expenditure as of September 30, 2020 was ₹9,688 million, primarily towards upgrade and construction activities for Candor Kolkata (for Candor Techspace G2 and Candor Techspace K1) and SPPL Noida (for Candor Techspace N1). The ability of our Manager to raise financing is dependent on its ability to raise capital through fresh issue of Units, raise debt on acceptable terms or through other means of funding permitted under the REIT Regulations and the extant foreign exchange regulations. The availability of funding for real estate development is influenced by several factors including general macroeconomic conditions, lending policies of financial institutions, demand for commercial real estate and rental and occupancy rates in the relevant markets. If we are unable to obtain adequate funding, our business and results of operations may be adversely affected.

Further, the ability of our Manager to raise additional debt is subject to the our aggregate consolidated borrowings and deferred payments and the Portfolio Companies not exceeding 49% of the value of our assets, as required under the REIT Regulations and also set out in the policy on borrowings framed under the REIT Regulations. For details on our borrowing policy, see "*The Board and Management of our Manager*" beginning on page 187. In addition, the financing of real estate projects and real estate business is subject to extensive regulation and supervision resulting in limited fund-raising options available to us.

We may also be constrained in our ability to grant security over its land parcels and over the shares of our Asset SPVs in favor of our creditors. For example, in order to create a mortgage over land leased for SPPL Noida, we require consent of NOIDA. Further, Candor Kolkata will not be able to create security over the land parcel on which Candor Techspace G2 is situated, as it is owned by a third-party. Similarly, prior consent of NOIDA and the BoA, as applicable, will be required upon exercise of a security interest over shares in our Asset SPVs if invocation of such security interest will result in a change of control. Consequently, this may adversely affect our ability to raise debt financing which may in turn adversely affect our business and results of operations.

Further, debt raised by us may not be invested in our Asset SPVs owing to regulatory restrictions. For example, as we would be considered a foreign owned and controlled entity under the extant foreign exchange regulations, we will not be permitted to leverage funds from the domestic market in order to make downstream investments.

37. ***We do not own the trademark or logo for the "Brookfield India Real Estate Trust" or "Brookfield India REIT" and hence our inability to use or protect these intellectual property rights may have an adverse effect on our business and results of operations.***

We do not own the trademark or logo for the "*Brookfield India Real Estate Trust*" or "*Brookfield India REIT*". Brookfield Office Properties Inc., a corporation organized under the laws of Canada and part of the Brookfield Group, has pursuant to the Trade-mark Sublicense Agreement, granted a worldwide, non-exclusive, non-transferable and royalty-free right to the Brookfield REIT, our Manager (its capacity as the manager of the Brookfield REIT), the Portfolio Companies as well as any other "special purpose vehicle" or "holdco/ holding company" as defined under the REIT Regulations or investment made by the Brookfield REIT under Regulation 18(5) of the REIT Regulations, to the licensed use of these trademarks and logos, amongst others. Applications for registration of the trademark and logo have been made by Brookfield Office Properties Inc. with the Registrar of Trademarks, the Office of the Trade Marks Registry. Under the Trade-mark Sublicense Agreement, this right can be terminated under certain circumstances, including (i) failure of the Brookfield REIT to list its Units on the recognised stock exchange(s) in India on or before September 30, 2021; or (ii) the Brookfield Group ceasing to control our Manager; or (iii) termination of the Investment Management Agreement. For further details on the Trade-mark Sublicense Agreement, see "*Management Framework*" beginning on page 180.

Our Manager cannot assure you that we will continue to have uninterrupted use of these trademarks and logos. Upon termination of the Trade-mark Sublicense Agreement, we will be required to discontinue the use of the trademarks and logos. Loss of the rights to use the trademarks and the logos may affect our business and operations.

Further, as the trademark and logo for "Brookfield India Real Estate Trust" and "Brookfield India REIT" is pending registration, our Manager may not be able to prevent infringement of the trademark, and a passing off action may not provide sufficient protection. Accordingly, we may be required to litigate to protect the trademark and logo, which could be time consuming and expensive and may adversely affect our business and results of operations.

38. ***We operate in a competitive environment and increased competitive pressure could adversely affect our business and the ability of our Manager to execute our growth strategy.***

We operate in competitive markets and competition in these markets is based primarily on the availability of Grade-A office premises. The principal means of competition are rent charged, location, services and amenities provided and the nature and condition of the premises to be leased. Competition from other developers in India could result in price and supply volatility which may adversely affect the ability of our Manager to lease the buildings in the Initial Portfolio and continued development by other market participants could result in saturation of the real estate market which could adversely affect our revenues from commercial operations, business, results of operations and financial condition.

39. ***CIOP is not an Asset SPV under the REIT Regulations and as such it is not required to comply with the mandatory distribution requirements under the REIT Regulations.***

We will own 100% of the equity shares of CIOP and this investment will be classified as a portfolio investment in unlisted equity shares of a company under Regulation 18(5)(da) of the REIT Regulations. CIOP is not a special purpose vehicle as defined under the REIT Regulations, and accordingly the distribution conditions, or any other compliance requirements which are applicable to Asset SPVs under the REIT Regulations, shall not mandatorily be applicable to CIOP.

40. ***There are outstanding litigation proceedings involving our Asset SPVs, which may adversely affect our financial condition.***

Our Asset SPVs are currently involved in certain legal proceedings that are pending at different levels of adjudication before various courts, tribunals and appellate authorities in India. If any new developments arise, for example, a change in Indian law or rulings against our Asset SPVs by the courts, tribunals or appellate authorities, we may face losses and may have to make provisions in our financial statements, which could increase our expenses and liabilities. Adverse decisions in such proceedings may have an adverse effect on our business and financial condition. Details of these legal proceedings are set out below:

Name	Number	Amount involved (in ₹ million) to the extent quantifiable
Litigation against our Asset SPVs		
Tax proceedings	33	1,207.18

For further details of these legal proceedings, see "*Legal Proceedings*" beginning on page 335.

41. ***We may be subject to the Competition Act, which may require us to receive approvals from the CCI prior to undertaking certain transactions in the future.***

The Competition Act, 2002, as amended ("**Competition Act**"), regulates practices having an appreciable adverse effect on competition in the relevant market in India. The Competition Act aims to, among other things, prohibit all agreements and transactions, which may have an appreciable adverse effect on competition in India. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination has an appreciable adverse effect on competition in India. In the event that that any of the assets proposed to be acquired by us in the future cross the prescribed thresholds, our Manager cannot assure you that we will receive the necessary approvals from the CCI to consummate such transactions. Any prohibition or substantial penalties levied under the Competition Act could adversely affect our results of operations and financial condition, which in turn may affect the ability of our Manager to make distributions to the Unitholders.

42. ***Our Manager may not be able to maintain adequate insurance to cover all losses that we may incur.***

As of September 30, 2020, the aggregate coverage under insurance policies obtained by us were ₹44,997.07 million. Our Manager maintains insurance cover on the properties and equipment in the Initial Portfolio in amounts believed to be consistent with the industry practice. Our insurance policies cover physical loss or damage to the property arising from a number of specified risks including burglary, housebreaking, loss or damage due to riot, fire, earthquakes and other perils. Directors and officers liability insurance is also maintained for all directors and officers of our Portfolio Companies.

Despite the insurance coverage, we may not be fully insured against some business risks and the occurrence of accidents that cause losses in excess of limits specified under the concerned policies, or losses arising from events not covered by the insurance policies, which could adversely affect our business and results of operations. For example, we may incur a loss of revenue on account of pandemics such as COVID-19 and such loss may not be covered by our insurance policies. Further, if a fire or natural disaster substantially damages or destroys some or all of the assets in the Initial Portfolio, the proceeds of any insurance claim may be insufficient to cover any expenses faced by us, including rebuilding costs.

In addition, in some of the insurance policies, our Manager may not have added a third-party as beneficiary or taken the approval of such third parties for availing such insurance as required by regulations or contractual obligations, which may have an effect on the amount of insurance claim to be paid out.

43. ***Lease agreements with some of the tenants in the Initial Portfolio may not be adequately stamped or registered, and consequently, our Manager may be unable to successfully litigate over such deeds in the future and penalties may be imposed on us.***

Certain lease agreements of our Asset SPVs may not be adequately stamped or registered. In respect of certain other lease agreements which expire in the ordinary course, our Manager is in the process of renewing, stamping or registering them. While failure to adequately stamp a document may not affect the validity of the underlying transaction, it may render the document inadmissible as evidence in India (unless stamped prior to enforcement with payment of requisite penalties, which may be up to 10 times the stamp duty payable, and other such fees that may be levied by the authorities). Further, documents which are insufficiently stamped are capable of being impounded by a public officer. Consequently, should any dispute arise in relation to the use of the relevant properties, we may be unable to, or may incur additional expenses to, enforce our rights in relation to such properties.

44. ***Our business may be adversely affected by the illiquidity of real estate investments.***

Real estate investments are relatively illiquid and such illiquidity may affect the ability of our Manager to alter our investment portfolio or liquidate part of our Asset SPVs. Further, under the REIT Regulations, a REIT is required to hold assets acquired by it for a period of three years from the date of purchase and in case of under-construction properties or under-construction portions of existing properties acquired by it, three years from the date of their completion. Further, any sale of property or shares of our Asset SPVs exceeding 10% of the value of our assets will require prior approval of the Unitholders which may affect the ability of our Manager to vary the investment portfolio or liquidate part of the Initial Portfolio in response to changes in economic, real estate market or other conditions. Further, investments made by a REIT, whose sponsor or manager is not Indian owned and controlled, such as ours, in the construction and development sector are subject to certain conditions, under the extant foreign exchange regulations.

We may also face difficulties in securing timely and commercially favorable financing in asset-based lending transactions secured by real estate due to the illiquid nature of real estate assets. These factors could have an adverse effect on our results of operations and financial condition, with a consequential adverse effect on the ability of our Manager to deliver expected distributions to Unitholders.

45. ***Security and IT risks may disrupt our business, result in losses or limit our growth.***

IT systems are an important part of our business and these are utilized to support business processes including property management, financial, accounting, communications and other data processing systems of our Manager, our Asset SPVs and the service providers from whom our Asset SPVs or Manager avail such services. Such systems may fail to operate properly or become disabled as a result of tampering or a breach of the network security systems or otherwise. In addition, such systems are, from time to time, subject to cyberattacks and security breaches, which may continue to increase in frequency in the future. Breaches of the network security systems could involve attacks that are intended to obtain unauthorized access to our proprietary information, including the data pertaining to the tenants or employees or destroy data or disable, degrade or sabotage the systems and could originate from a wide variety of sources, including unknown third parties outside the firm. If such systems are compromised, do not operate properly or are disabled, we could suffer a financial loss, disruption in business and reputational damage. Additionally, we may also face penalties and/or loss of concession in case of non-compliance with the IT policy, of the relevant state, by the tenants occupying the premises in the office parks.

In addition, our Manager is dependent on information systems and technology. The information systems and technology may not continue to be able to accommodate the growth in our business and the cost of maintaining such systems may increase in the future, including on account of the prolonged impact of the COVID-19 pandemic. Failure to accommodate growth, or an increase in costs related to such systems, could have an adverse effect on our business.

46. ***If our Manager is unable to maintain relationships with other stakeholders in the Initial Portfolio, our results of operation and financial condition may be adversely affected.***

The operations of certain Initial Portfolio assets depend on the relationships with other partners, shareholders and stakeholders. For example, Candor Techspace G2 is situated on land owned by a third party ("**G2 Co-Developer**") and governed by the G2 Co-development Agreement. The G2 Co-development Agreement provides that Candor Kolkata and the G2 Co-Developer have indivisible rights in the complex for the purposes of marketing, leasing, licensing, as well as development and operation. The rent, deposits, advances and other receivables are shared between Candor Kolkata and the G2 Co-Developer as per a pre-agreed arrangement. Further, some of the approvals in relation to Candor Techspace G2, including the occupancy certificates, consent to establish and environmental clearances, are in the name of the G2 Co-Developer. In addition, Candor Kolkata has entered into a joint development agreement dated November 19, 2020 with the G2 Co-Developer ("**JDA**") for undertaking commercial-cum-retail development at Candor Techspace K1. The rent, deposits, advances, margin on maintenance charges and such other receivables (excluding statutory payments) will be shared between Candor Kolkata and the G2 Co-Developer as per a pre-agreed arrangement. The payments received by Candor Kolkata from the G2 Co-Developer against this JDA are treated as non-refundable advances in the Projections. Under the JDA, the advances have been agreed to be non-refundable provided the development is commenced within 24 months from January 1, 2021 (subject to force majeure). Our Manager cannot assure you that the development will commence within the timelines contemplated under the JDA, or at all.

While, historically, our Asset SPVs have had good relationships with partners and other stakeholders, our Manager cannot assure you that the same level of relationship will be maintained in the future. Any deterioration of the relationship could have an adverse impact on the management of the concerned asset, which could adversely affect our results of operation and financial condition.

47. ***We may be required to record significant charges to earnings in the future upon review of the Initial Portfolio for potential impairment.***

As per the Indian Accounting Standard (Ind AS) 36: Impairment of Assets**,** we are required to assess (at the end of each reporting period) whether there is any indication that an asset may be impaired. If any such indication exists, we are required to estimate the recoverable amount of the asset and record impairment loss when the recoverable amount is higher than the carrying value of the asset to ensure that the assets are carried at no more than their recoverable amount. If the carrying amount of an asset exceeds the amount to be recovered through the use or sale of the asset, the asset is described as impaired and an impairment loss is recognized. Various uncertainties, including deterioration in global economic conditions that result in upward changes in cost of capital, increases in cost of completion of such assets and the occurrence of natural disasters that impact our assets, could impact expected cash flows to be generated by such assets, and may result in impairment of these assets in the future.

48. ***Land is subject to compulsory acquisition by the Government and compensation in lieu of such acquisition may be inadequate.***

The right to own a property in India is subject to restrictions that may be imposed by the Government. In particular, the Government, under the provisions of the Land Acquisition Act, has the right to compulsorily acquire any land if such acquisition is for a "public purpose" in lieu of compensation to the owner. However, the compensation paid pursuant to such acquisition may not be adequate to compensate the owner for the loss of such property. The likelihood of such acquisitions may increase as central and state Governments seek to acquire land for the development of infrastructure projects such as roads, metros, railways, airports and townships. Additionally, our Manager may face difficulties in interpreting and complying with the provisions of the Land Acquisition Act due to limited jurisprudence on them or if the interpretation of our Manager differs from or contradicts any judicial pronouncements or clarifications issued by the Government. In the future, we may face regulatory actions or may be required to undertake remedial steps. Any such action in respect of any of the projects in which it is investing or may invest in the future may adversely affect our business, financial condition and results of operations.

49. ***There may be conflict of interests between the Lead Managers, their respective associates or affiliates and our Asset SPVs, our Manager, the Trustee, Sponsor, Sponsor Group, or their respective associates or affiliates.***

Certain Lead Managers, their associates or affiliates are currently tenants, or may have been tenants in the past of our Asset SPVs and may continue to provide investment banking, financial, advisory or other services to our Asset SPVs, our Manager, Sponsor, Sponsor Group, their associates or affiliates. The Lead Managers, their associates or affiliates may also participate (including as arrangers) in financing arrangements by us including any debt offering after the listing of the Units. In addition, in the ordinary course of their commercial banking and investment banking activities, the Lead Managers, their respective associates or affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of their customers, in debt or equity securities or Units, or related derivative instruments, of the Brookfield REIT, our Asset SPVs, our Manager, Sponsor, Sponsor Group, any of their respective group companies, associates or affiliates. The Trustee, Axis Trustee Services Limited, is also an associate of Axis Capital Limited, one of the Lead Managers. The transactions referred to above, may influence our Manager's decisions regarding whether to undertake certain transactions with the Lead Managers, their associates or affiliates.

Risks Related to the Relationships with our Sponsor and our Manager

50. ***Our Sponsor may cease to act as our sponsor in the future.***

Our Sponsor holds [•]% of the total issued and outstanding Units of the Trust, and is our sole sponsor. Under the REIT Regulations, the sponsor and sponsor group of a REIT are required to hold 25% of the units of the REIT, on a post-issue basis, for a period of three years from listing. In the event that the Sponsor is not able to comply with the unitholding requirements prescribed under the REIT Regulations for reasons including, among others, any future dilutive events such as issuance of fresh units pursuant to an institutional placement or preferential allotment, invocation of encumbrance over the units of the Sponsor and Sponsor Group, or on account of issuance of Units to a third party contributing assets to us in lieu of Units, we will be required to designate such additional entities to act as our sponsor or sponsor group, in order to ensure compliance with the lock-in Unitholding requirements prescribed under the REIT Regulations. Further, our Sponsor Group may also decide to sell some or all of its Unitholding after the expiry of the mandatory lock-in period prescribed under the REIT Regulations. Our Manager cannot assure you that we will be able to identify and designate an eligible sponsor group entity for the Brookfield REIT in the manner set out above, which may result in regulatory action against our Sponsor, our Manager or us under the REIT Regulations.

51. ***We and parties associated with us are required to adhere to the eligibility conditions specified under Regulation 4 of the REIT Regulations as well as the certificate of registration on an ongoing basis. We may not be able to ensure such ongoing compliance by our Sponsor, our Manager and the Trustee, which could result in the cancellation of our registration.***

We are required to adhere to the eligibility conditions specified under Regulation 4 of the REIT Regulations on an ongoing basis. These eligibility conditions include, among other things, that (a) the Sponsor, Manager and the Trustee must be separate entities, (b) the Sponsor is required to have a net worth of not less than ₹1,000 million. Our Manager must have net worth of value of not less than ₹100 million (d) the Trustee must be registered with SEBI under SEBI Debenture Trustee Regulations and must not be an associate of the Sponsor or Manager, and (e) each of the Sponsor and the Sponsor Group, Manager, and the Trustee must be "fit and proper persons" as defined under Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations 2008 on an ongoing basis. As per the provisions of the REIT Regulations, the sponsor and the manager either directly or through their respective associate(s) are required to have not less than five years of experience in providing certain services such as development of real estate or fund management. The Sponsor and Manager have both relied on BAM to meet their respective eligibility requirements of having not less than five years' experience in fund management in the real estate industry, and in the event of their inability to rely on the experience of BAM for any reason, the Sponsor and our Manager may not continue to be eligible to act as a sponsor and a manager, respectively. The Brookfield Property Group carries out investments, directly and indirectly, through Brookfield Property Partners L.P. and private funds, including its flagship real estate funds in the Brookfield Strategic Real Estate Partners series. BAM acts, directly or indirectly, as the asset manager to all the public listed vehicles and private funds in the Brookfield Group. For further details on the past experience of BAM, please see "*Background of the Brookfield REIT – Parties to the Brookfield REIT*" beginning on page 71. We may not be able to ensure such ongoing compliance by our Sponsor, Sponsor Group, our Manager and the Trustee, which could result in the cancellation of its registration.

52. ***Our Sponsor and Sponsor Group will be able to exercise significant influence over certain of our activities and the interests of our Sponsor and Sponsor Group may conflict with the interests of other Unitholders.***

After the completion of the Issue, our Sponsor and Sponsor Group will own a majority of the issued and outstanding Units and each of them will be entitled to vote severally as Unitholders on all matters other than matters where there are related party restrictions (in respect of which such parties are not permitted to vote under the REIT Regulations). Further, members of Brookfield will hold 100% of the share capital of our Manager and will therefore exercise control over our Manager. Our Manager will also rely on our Sponsor, Sponsor Group and members of Brookfield to comply with their obligations under various agreements with us, including the Share Acquisition Agreements, the Agreements to Purchase and the ROFO Agreements. In addition, our Manager expects to rely on our Sponsor Group's expertise in developing and constructing real estate projects in case of any additional work which may be required to be carried out for any of our Asset SPVs or other assets. Further, any alteration of the terms of our Units, including the terms of the Issue, which may adversely and materially affect the interest of our Unitholders, would also require an approval from our Unitholders in accordance with Regulation 22(5) of the REIT Regulations. The interests of our Sponsor and Sponsor Group may conflict with the interests of other Unitholders or with each other. See "- *Conflicts of interest may arise out of common business objectives shared by our Manager, our Sponsor, our Sponsor Group and us"* below.

53. ***Conflicts of interest may arise out of common business objectives shared by our Manager, our Sponsor, our Sponsor Group and us.***

Our Manager is owned and controlled by Brookfield. The Sponsor Group and their affiliates are engaged in a number of activities including development of commercial real estate and, therefore, may be interested in businesses, which directly compete with our activities. If these conflicts of interest are managed to our detriment, they could adversely affect our performance.

In particular, we may compete with existing and future private and public investment vehicles established and/or managed by Brookfield, which may create differing or competing interests to ours or the Unitholders. Certain of these divisions and entities have or may have an investment strategy similar to our investment strategy and therefore may compete with it. In particular, various real estate funds and other investment vehicles of Brookfield have invested or may seek to invest in a broad range of real estate investments including in the Identified SPVs and ROFO Properties, which may be purchased by the Brookfield REIT in the future. Brookfield may also receive fees as compensation for other advisory services, including the underwriting, syndication or refinancing of an investment or other additional fees, including loan servicing fees, special servicing fees, acquisition fees and administration fees. As a result, conflicts of interest may arise in allocating or addressing business opportunities and strategies among our Manager, Brookfield and us, in circumstances where our interests differs from those of our Manager and/or Brookfield and such conflict may not necessarily be resolved in favour of the Brookfield REIT and our Unitholders.

Our Manager provides property management services to other assets held by Brookfield, which are of a similar type as the Initial Portfolio. These assets may compete with the Initial Portfolio to attract tenants and/ or secure financing. Our Manager has adopted the policy on related party transactions and conflicts of interest to mitigate such potential conflicts of interest instances. For details on the policy, see "*Related Party Transactions*" beginning on page 204. While our strategy will be to pursue substantially stabilized real estate investment opportunities, there can be no assurance that all potentially suitable investment opportunities that come to the attention of Brookfield will be made available to us. In particular, various real estate opportunistic and other investment vehicles of

Brookfield may have priority on such investment opportunities. Our Manager may, and may be required, by contract or otherwise, to market these other assets in competition with the Initial Portfolio, which may have an adverse effect on our business, results of operations and financial condition and our Manager's ability to make cash distributions to Unitholders.

In addition, the Trustee and/or Unitholders may not be aware of any such conflict, and even if made so aware, the Trustee and the Unitholders' ability to recover claims against our Manager are limited. As a result, we could experience poor performance or losses for which our Manager would not be liable. See "*Our rights and the rights of our Unitholders to recover claims against our Manager or the Trustee are limited*" beginning on page 67.

We may also from time to time dispose of all or a portion of an investment by way of a third-party purchaser's bid where member(s) of Brookfield are providing financing as part of such bid or acquisition of the investment or underlying assets thereof. Such involvement of Brookfield thereof as such a provider of debt financing in connection with the potential acquisition of assets by third parties by us may give rise to potential or actual conflicts of interest.

Further, we may be subject to potential conflicts of interest arising out of its relationship with our Sponsor, Sponsor Group and their affiliates and our Manager, and may enter into transactions with related parties in the future and our Manager cannot assure you that such potential conflicts of interest will always be resolved in favour of the Brookfield REIT and our Unitholders. While our Manager has implemented policies for dealing with related party transactions, there can be no assurance that such policies will succeed in eliminating the influence of any potential conflicts of interest. Also, certain employees of our Manager may be subject to conflicts of interest relating to their responsibilities to us and the management of its real estate portfolio. Such individuals may also serve other real estate investments, projects and businesses of Brookfield, which could create a conflict between the services and advice provided to such entities and the responsibilities owed to us. For the details in relating to policy in place for dealing with related party transactions and conflicts of interest, see "*Related Party Transactions*" beginning on page 204. We are also likely to enter into other related party transactions in the ordinary course of business, including any acquisitions pursuant to the terms of the Agreements to Purchase and ROFO Agreements. For more information regarding related party transactions, see "*Related Party Transactions*" beginning on page 204.

Further, properties owned by us may be leased out to tenants that are members of Brookfield. Our Manager cannot assure you that it could not achieve more favorable terms if such transactions were not entered into with related parties. Our Manager cannot assure you that such transactions, individually or in the aggregate, will not have an adverse effect on our business and results of operations.

54. ***We depend on our Manager and its personnel for its success. We may not find a suitable replacement for our Manager if the Investment Management Agreement is terminated or if key personnel cease to be employed by our Manager or otherwise become unavailable.***

We are managed and advised by our Manager, pursuant to the terms of the Investment Management Agreement. For details, see "*Key Terms of the Formation Transactions - Key terms of the Investment Management Agreement*" beginning on page 162. We cannot assure you that our Manager will remain our manager or that it will continue to retain Manager's key personnel. If the Investment Management Agreement is terminated or if our Manager defaults in the performance of its obligations thereunder, we may be unable to contract with a substitute service provider on similar terms or at all, and the costs of substituting service providers may be substantial. In addition, our Manager is familiar with the Initial Portfolio and, as a result, our Manager has certain synergies with us. Substitute service providers may lack such synergies and may not be able to provide the same level of service. If we cannot locate a service provider that is able to provide us with substantially similar services as our Manager provides under the Investment Management Agreement on similar terms, it could have an adverse effect on our business, results of operations and financial condition.

We rely on a small number of key personnel and core team, to carry out our business and investment strategies, and the loss of the services of any of these key personnel, or the inability of our Manager to recruit and retain qualified personnel in the future, could have an adverse effect on our business and results of operations. For further details, please see "*Our Business and Properties – Experienced, Cycle-Tested Senior Management Team*", "*Brief profiles of the key personnel of our Manager*" and "*Brief profiles of other members of the core team of our Manager*" beginning on pages 120 and 202, respectively.

In addition, the implementation of our business plan may require that we employ additional qualified personnel. Competition for highly skilled managerial, investment, financial and operational personnel is intense. We cannot assure you that we or our Manager will be successful in attracting and retaining such skilled personnel. If we or our Manager are unable to hire and retain qualified personnel as required, our business and results of operations could be adversely affected.

55. ***We depend on our Manager to manage our business and assets, and our business, results of operations and financial condition could be adversely affected if our Manager fails to perform satisfactorily.***

Our Manager is required to make investment decisions in respect of the underlying assets including any further investment or divestment of assets. For further details, see "*Key Terms of the Formation Transactions - Key Terms of the Investment Management Agreement*" beginning on page 162.

We cannot assure you that our Manager will be able to implement our investment decisions successfully or that we will be able to expand the Initial Portfolio at any specified rate or to any specified size or to maintain distributions at projected levels. Our Manager may not be able to make acquisitions or investments on favorable terms or within a desired time frame, and it may not be able to manage the operations of the underlying assets in a profitable manner. Factors that may affect this risk may include, competition for assets, changes in the Indian regulatory or legal environment or macro-economic conditions. Even if our Manager is able to successfully grow the business of the underlying assets and acquire further assets as desired, we cannot assure you that our Manager will be able to achieve the intended return on such acquisitions or capital investments. Also, past performance of other investments managed or advised by our Manager or the key personnel of our Manager cannot be relied upon as an indicator of our future performance.

Additionally, there exists the risk that the REIT Management Fees payable to our Manager may not create proper incentives or may induce our Manager to make certain investments, including speculative investments that increase the risk of the Initial Portfolio.

Our Manager may delegate certain functions to third parties. Should our Manager, or any third party to whom our Manager has delegated its functions, fail to perform its services, the value of our assets might be adversely affected and this may result in a loss of tenants, which could adversely affect our business, results of operations and financial condition.

Risks Related to India

56. ***Our business is dependent on economic growth in India and financial stability in Indian markets, and any slowdown in the Indian economy or in Indian financial markets could have an adverse effect on our business, results of operations, financial condition and the price of our Units.***

Our Manager and we are registered in India, and the Initial Portfolio is located in India. As a result, they are highly dependent on the prevailing economic conditions in India and our results of operations are significantly affected by factors influencing the Indian economy. Factors that may adversely affect the Indian economy, and hence our results of operations, may include:

- any increase in interest rates or inflation in India;
- any exchange rate fluctuations;
- any scarcity of credit or other financing in India;
- any downgrading of India's sovereign debt;
- prevailing income, consumption and savings conditions among consumers and corporations in India;
- the intensification of the adverse effects of the ongoing COVID-19 pandemic or the occurrence or other epidemics or pandemics;

- volatility in, and actual or perceived trends in trading activity on, India's principal stock exchanges;
- changes in India's tax, trade, fiscal or monetary policies;
- political instability, terrorism or military conflict in India, including increased tensions on the Indian borders, or in countries in the region or globally, including in India's various neighboring countries;
- the occurrence of force majeure events under the contractual arrangements;
- the occurrence of natural or man-made disasters;
- prevailing regional or global economic conditions;
- balance of trade movements, including export demand and movements in key imports, including oil and oil products; and
- other significant regulatory, policy or economic developments in or affecting India or its real estate sector.

Any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could have an adverse effect on our business, results of operations, financial condition and the price of our Units.

Furthermore, the Indian economy and Indian financial markets are influenced by economic and market conditions in other countries. Financial turmoil in Asia, Europe, the United States and elsewhere in the world in past years has affected the Indian economy. Although economic conditions are different in each country, investors' reactions to developments in one country can have an adverse effect on the securities of entities in other countries, including India. A loss in investor confidence in the financial systems of other emerging markets may cause increased volatility in Indian financial markets and, indirectly, in the Indian economy in general. Any global financial instability could also have a negative impact on the Indian economy. Financial disruptions may occur and could harm our results of operations and financial condition.

57. ***Significant differences exist between Ind AS and other accounting principles, such as IFRS and U.S. GAAP, which may be material to your assessment of our results of operations, financial condition and cash flows.***

The Condensed Combined Financial Statements included in this Offer Document are prepared and presented in conformity with Ind AS, consistently applied during the periods stated in those reports. Ind AS differs from accounting principles with which persons from other countries may be familiar, such as IFRS and U.S. GAAP. Accordingly, the degree to which the Condensed Combined Financial Statements included in this Offer Document provide meaningful information is entirely dependent on your level of familiarity with Indian accounting practices. Ind AS has certain differences with IFRS and U.S. GAAP. In addition, as the transition to Ind AS is recent, there is no significant body of established practice that we can draw on, in forming judgments regarding the implementation and application of Ind AS, as compared to other established principles generally, or in respect of specific industries, such as the industry in which we operate.

58. ***Any downgrading of India's sovereign debt rating by a domestic or international rating agency could adversely affect our ability to obtain financing and, in turn, adversely affect our business.***

India's sovereign debt rating was recently downgraded. It could be downgraded further in the future due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange reserves, which are outside our control. Any adverse revisions to India's credit ratings for domestic and international debt by domestic or international rating agencies may adversely affect the ability for us to raise additional financing, and the interest rates and other commercial terms at which any such additional financing is available. This could have an adverse effect on our business and ability to obtain financing and the price of the Units.

59. ***It may not be possible for Unitholders to enforce foreign judgments.***

The Brookfield REIT is settled and registered in India. The Trustee and Manager are incorporated in India. All of the Initial Portfolio are located in India and we may, from time to time, invest in assets in India. Where investors wish to enforce foreign judgments in India, where the assets are or will be located, they may face difficulties in enforcing such judgments. India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. India exercises reciprocal recognition and enforcement of judgments in civil and commercial matters with a limited number of jurisdictions, including Singapore. In order to be enforceable, a judgment obtained in a jurisdiction which India recognizes as a reciprocating territory must meet certain requirements of the Code of Civil Procedure, 1908 ("**Civil Code**").

Furthermore, the Civil Code only permits enforcement of monetary decrees not being in the nature of any amounts payable in respect of taxes, or other charges of a like nature or in respect of a fine or other penalty and does not provide for the enforcement of arbitration awards even if such awards are enforceable as a decree or judgment. Judgments or decrees from jurisdictions not recognized as a reciprocating territory by India cannot be enforced or executed in India except through a fresh suit upon judgment. Even if a party were to obtain a judgment in such a jurisdiction, it would be required to institute a fresh suit upon the judgment and would not be able to enforce such judgment by proceedings in execution. In addition, the party which has obtained such judgment must institute the new proceedings within three years of obtaining the judgment. As a result, such party may be unable to: (i) effect service of process outside of India upon us and such other persons or entities; or (ii) enforce in courts outside of India judgments obtained in such courts against us and such other persons or entities. It is unlikely that an Indian court would award damages on the same basis or to the same extent as was awarded in a judgment rendered by a foreign court if the Indian court believed that the amount of damages awarded was excessive or inconsistent with public policy in India. Any judgment or award in a foreign currency would be converted into rupees on the date of such judgment or award and not on the date of payment and any such amount may be subject to income tax in accordance with the applicable laws. In addition, any person seeking to enforce a foreign judgment in India is required to obtain prior approval of the RBI to repatriate outside India any amount recovered pursuant to the execution of the judgment. Consequently, it may not be possible to enforce in an Indian court any judgment obtained in a foreign court, or effect service of process outside of India, against Indian trusts or companies, their directors and executive officers, and any other parties residing in India. Additionally, we cannot assure you that a suit brought in an Indian court in relation to a foreign judgment will be disposed of in a timely manner.

60. ***Tax laws are subject to changes and differing interpretations, which may adversely affect our operations and growth prospects.***

The current tax laws and regulations in India provide certain exemptions to certain distributions received by business trusts from a SPV as a result of which the business trust and subsequently the Unitholders would be subject to relatively lower tax liabilities. These exemptions could be modified or removed at any time or clarified in a manner adverse to the Unitholders, which could adversely affect our profitability and the amount available for distribution to the Unitholders.

Tax laws and regulations are subject to differing interpretations by tax authorities. Differing interpretations of tax and other fiscal laws and regulations may exist within governmental ministries, including tax administrations and appellate authorities, thus creating uncertainty and potential unexpected results. The degree of uncertainty in tax laws and regulations, combined with significant penalties for default and a risk of aggressive action, including by retrospective legislation, by the governmental or tax authorities, may result in tax risks in the jurisdictions in which we operate being significantly higher than expected. For example, while our Manager intends to take measures to ensure that it is in compliance with all relevant tax laws, we cannot assure you that the tax authorities will not take a position that differs from the position taken by our Manager with regard to tax treatment of various items. Any of the above events may result in an adverse effect on our business, financial condition, results of operations and/or prospects and ability to make distributions to the Unitholders. Tax authorities in India may also introduce additional or new regulations applicable to our business, which could adversely affect our business and profitability.

Further, while the current tax framework for REITs is expected to result in a relatively lower tax on the overall distributions made by the REIT, this framework could be modified or clarified in a manner which could adversely affect our profitability or the amount available for distribution to the Unitholders or the ultimate post-tax returns to the Unitholders. For example, the recent amendment to the Indian tax laws by way of the Finance Act, 2020 ("**Finance Act**") allows distribution of dividend income to be exempt in the hands of the unitholders only if the SPV distributing the dividends has not exercised the option to discharge their income tax liability at a concessional rate of 25.17% (including cess and surcharge) and not be subject to Minimum Alternate Tax ("**MAT**") ("**New Tax Regime**"). This option is available provided an SPV fulfils certain stipulated conditions which, among others, include opting out of other applicable tax holiday claims, incentives and tax exemptions and utilizing MAT credit. However, the tax exemption in the hands of the unitholders with respect to distributions of dividends received or receivable by a REIT from an SPV that has opted for the New Tax Regime would not be available.

The Government has implemented two major reforms in Indian tax laws, namely the goods and services tax and provisions relating to General Anti-Avoidance Rules ("**GAAR**"). Given the recent implementation of these laws, there can be no assurances as to the manner in which this tax regime will be implemented, which could create uncertainty.

We may incur increased costs relating to compliance with any new requirements, which may also require management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may affect the viability of the current business or restrict our ability to grow our business in the future.

61. ***Investors may be subject to Indian taxes arising out of capital gains on the sale of Units.***

Any gain exceeding ₹ 0.1 million realized on the sale of Units held for more than 36 months will be subject to capital gains tax in India at 10% (plus applicable surcharge and cess) if STT has been paid on the transaction. Further, gains realized on the sale of Units held for 36 months or less will be subject to capital gains tax in India at 15% (plus applicable surcharge and cess) if STT is paid on the transaction. STT will be levied on and collected by a domestic stock exchange on which the Units are sold. Any gain realized on the sale of the Units held for more than 36 months to an Indian resident, on which no STT has been paid, will be subject to long-term capital gains tax in India at 20% (plus applicable surcharge and cess). Further, any gain realized on the sale of Units held for a period of 36 months or less and on which STT is not paid will be subject to short-term capital gains tax in India at normal rates at which the unitholder would be subject to tax on his other incomes. Capital gains arising from the sale of the Units will be exempt from taxation in India in cases where the exemption from taxation in India is provided under a treaty between India and the country of which the seller is resident. The above statements are based on the current tax laws and subject to change as a result of the introduction of new laws or amendments to existing laws.

Risks Related to the Ownership of the Units

62. ***Trusts such as the Brookfield REIT may be dissolved, and the proceeds from the dissolution thereof may be less than the amount invested by the Unitholders.***

The Brookfield REIT has been set up as an irrevocable trust registered under the Registration Act and it may only be extinguished (i) upon the liquidation of the REIT assets; (ii) in the event SEBI cancels, revokes or suspends the certificate of registration that has been granted to the REIT; or (iii) in the event the REIT becomes illegal. In the event of dissolution, the net assets remaining after settlement of all liabilities, and the retention of any reserves which the Trustee deems to be necessary to discharge contingent or unforeseen liabilities, shall be paid to the Unitholders. Should we be dissolved, depending on the circumstances and the terms upon which our assets are disposed of, there is no assurance that a Unitholder will recover all or any part of his investment. There may also be uncertainty around the interpretation and implementation of certain provisions in relation to insolvency of a trust under the Insolvency and Bankruptcy Code, 2016.

63. ***The reporting requirements and other obligations of REITs post-listing are still evolving. Accordingly, the level of ongoing disclosures made to and the protections granted to the Unitholders may be more limited than those made to or available to the shareholders of a company that has listed***

its equity shares upon a recognized stock exchange in India.

The REIT Regulations, along with the SEBI Guidelines, govern the affairs of REITs in India. However, as compared to the statutory and regulatory framework governing companies that have listed their equity shares or identified debt securities upon a recognized stock exchanges in India, the regulatory framework applicable to REITs is relatively nascent and thus, still evolving. While the REIT Regulations were notified with effect from September 26, 2014, the guidelines and procedures in relation to a public issue of units by a real estate investment trust were notified by SEBI on December 19, 2016, and amended on January 15, 2019. SEBI has also recently issued a variety of other circulars in relation to the issue and listing of units and debt securities by REITs including rights issues, institutional placements, preferential allotments by REITs and creation of encumbrance over units held by the sponsor group of a REIT.

Accordingly, the ongoing disclosures made to Unitholders under the REIT Regulations and the SEBI Guidelines may differ from those made to the shareholders of a company that has listed its equity shares or identified debt securities on a recognized stock exchange in India in accordance with the SEBI Listing Regulations. For example, listed companies are required to report changes in directors and key management personnel, amendments to the constitutional documents and schedules of analysts or institutional investor meetings and presentations to the stock exchanges within prescribed timelines. There is no corresponding obligation on us to disclose such information. Further, listed companies are required to disclose the outcome of meetings of their board of directors (including a prior notification requirement in certain cases). The current regulatory regime applicable to REITs in India, does not require us to make similar disclosures in respect of meetings of the Governing Board or committees of our Manager. The regulatory framework for REITs also does not prescribe timelines within which certain specific types of material information is required to be disclosed. Further, the applicability of other regulations such as the SEBI Insider Trading Regulations, the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Markets) Regulations, 2003, SEBI Intermediaries Regulations and the SEBI Takeover Regulations to the Issuer and the Units is unclear, since real estate investment trust units have not specifically been categorized as "securities" under the Securities Contract Regulation Act, 1956, and REITS are not "companies" or "bodies corporate" within the meaning of various regulations issued by SEBI.

The Trust Deed and various provisions of Indian law govern our operations. Legal principles relating to these matters and the validity of corporate procedures, fiduciary duties and liabilities, and the rights of the Unitholders may not be as extensive as the rights of the shareholders of a company that has listed its equity shares upon a recognized stock exchange in India or a trust in another jurisdiction, and accordingly, the protection available to the Unitholders may be more limited than those available to such shareholders. For example, shareholders of listed companies are entitled to an exit in case of any variation in the objects of a public issue. Unitholders of a REIT do not have such a right. Additionally, extensive corporate governance norms have been prescribed for listed companies and their material subsidiaries in terms of constitution of specific board committees and board policies, which are not mandated for REITs. Further, given the nascent stage of the regulatory regime for REITs in India, safeguards available to shareholders of listed companies in respect of insider trading, takeovers and fraudulent and unfair trade practices are not available to Unitholders. Unitholders' rights and disclosure standards under Indian law may also differ from the laws of other countries or jurisdictions.

64. ***Given the requirements under the REIT Regulations, it may be difficult for public Unitholders to remove the Trustee as our Sponsor Group will hold a majority of the Units.***

Under the REIT Regulations, the Trustee cannot be removed without the approval of the Unitholders where the votes cast in favor of such resolution to remove the Trustee shall not be less than one and a half times of the votes cast against such resolution. Since our Sponsor Group will hold a majority of the outstanding Units after the completion of the Issue, it may be difficult for the Unitholders to remove the Trustee without the concurrence of our Sponsor Group.

65. ***Fluctuations in the exchange rate of the Indian Rupee with respect to other currencies will affect the foreign currency equivalent of the value of the Units and any distributions.***

Fluctuations in the exchange rates between the Indian Rupee and other currencies will affect the foreign currency equivalent of the Indian Rupee price of the Units. Such fluctuations will also affect the amount that holders of the Units will receive in foreign currency upon conversion of any cash distributions or other distributions paid in Indian Rupees by us on the Units, and any proceeds paid in Indian Rupees from any sale of the Units in the secondary trading market.

66. ***Unitholders will not have the right to redeem their Units.***

Unitholders will not have the right to redeem their Units or request or require the redemption of Units while the Units are listed on the Stock Exchanges, although the Trust Deed provides that the Trustee may, on the recommendation of our Manager, redeem the Units or return capital to the Unitholders in any manner provided such redemption or return of capital is subject to the requirements of the relevant laws, regulations and guidelines imposed by authorities in India.

67. ***The price of the Units may decline after the Issue.***

The Issue Price shall be determined by our Manager in consultation with the Lead Managers. The Issue Price may not be indicative of the market price of the Units upon completion of the Issue.

The market price of the Units may also be highly volatile and could be subject to wide fluctuations. If the market price of the Units declines significantly, investors may be unable to resell their Units at or above their purchase price, or at all. Our Manager cannot assure you that the market price of the Units will not fluctuate or decline significantly in the future. The market price of the Units will depend on many factors, including those set forth below and others such as:

- the perceived prospects of our business and investments and the Indian real estate market;
- the differences between our actual financial and operating results and those expected by investors and analysts;
- changes in research analysts' recommendations or projections;
- the market value of our assets;
- the perceived attractiveness of the Units against those of other business trusts, equity or debt securities;
- the balance of buyers and sellers of the Units;
- the size and liquidity of the Indian REIT market;
- the ability of our Manager to implement successfully its investment, acquisition and growth strategies;
- publication of research reports about our business, other businesses, the industry in general or other relevant sectors, or the failure of securities analysts to cover the Units after the Issue;
- changes in the amounts of our distributions, if any, and changes in the distribution policy or failure to execute the existing distribution policy;
- actions by the Unitholders;
- speculation in the press or investment community;
- foreign exchange rates; and
- market fluctuations, including increases in interest rates and weakness of the equity and debt markets.

To the extent that we retain cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of the underlying assets, may not correspondingly increase the market price of the Units. Our failure to meet market expectations with regard to future earnings and cash distributions may adversely affect the market price of the Units.

Where new Units are issued at less than the market price of the Units, the value of an investment in the

Units may be affected. In addition, Unitholders who do not, or are not able to, participate in the new issuance of Units may experience a dilution of their interest in us.

In addition, the Units are not capital-safe products and there is no guarantee that Unitholders can regain the amount invested, in full or in part. Further, if we are extinguished or dissolved, the investors may lose a part or all of their investment in the Units. For details, see, "*Information About our Units*" beginning on page 321.

68. ***The Units have not been listed or traded prior to the Issue and may not have a liquid market after the Issue. The Units may also experience price and volume fluctuations.***

The Units have not been listed or traded prior to the Issue and may not have a liquid market after the Issue. Listing and quotation does not guarantee that a trading market for the Units will develop or, if a market does develop, that there will be liquidity of that market for the Units. If an active trading market does not develop, you may have difficulty selling your Units, and the value of your Units may be impaired. For example, it is unclear whether Units may be sold or purchased in an off-market transaction, or whether the operating guidelines of the stock exchanges in relation to bulk or block deals shall be applicable to Units. The trading of Units will also be constrained by the minimum trading lot prescribed by SEBI from time to time. Accordingly, prospective Unitholders should view the Units as illiquid and must be prepared to hold their Units for an indefinite length of time.

The Issue Price may not be indicative of the market price of the Units upon listing. The price of the Units may fluctuate after the Issue as a result of several factors, including those set forth above. The trading price of the Units might also decline in reaction to events that affect the entire market or other companies in the Indian REIT industry even if these events do not directly affect or are unrelated to our business, financial condition, cash flows or results of operations. If the market price of the Units declines significantly, investors may be unable to resell their Units at or above their purchase price, if at all. There can be no assurance that the market price of the Units will not fluctuate or decline significantly in the future.

To the extent that our Manager retains operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of the underlying assets, may not correspondingly increase the market price of the Units. Our failure to meet market expectations with regard to future earnings and cash distributions may adversely affect the market price of the Units. In addition, the Units are not capital-safe products and there is no guarantee that Unitholders can regain the amount invested, in full or in part.

69. ***The utilisation of the proceeds from oversubscription, if any, will be determined post the Bid/Issue Closing Date and will be included in the Final Offer Document.***

The oversubscription that may be retained, if any, may be allocated towards the objects of Issue in accordance with the REIT Regulations. However, the Manager, in consultation with the Lead Managers, will decide whether or not to retain any oversubscription in the Issue post the Bid/Issue Closing Date. The utilisation of the proceeds from oversubscription, if any, will only be determined after the Bid/Issue Closing Date and included in the Final Offer Document.

70. ***Investors are not permitted to withdraw or lower their Bids (in terms of quantity of Units or the Bid Amount) at any stage after submitting a Bid.***

Pursuant to the REIT Regulations and the SEBI Guidelines, investors are not permitted to withdraw or lower their Bids (in terms of quantity of Units or the Bid Amount) at any stage after submitting a Bid. While our Manager is required to complete the Allotment pursuant to the Issue within twelve Working Days from the Bid/Issue Closing Date, events affecting the Bidders' decision to invest in the Units, including adverse developments in international or national monetary policy, financial, political or economic conditions, our business and results of operations, or otherwise, may arise between the date of submission of the Bid and Allotment. Our Manager may complete the Allotment of the Units even if such events occur, and such events may cause the trading price of the Units to decline on listing.

71. ***NAV per Unit may be diluted if further issues are priced below the current NAV per Unit.***

We may make fresh issuances of Units in the future, the offering price for which may be above, at or below the then current NAV per Unit. The distribution per Unit may be diluted if new Units are issued and the use of proceeds from such issue of Units generates insufficient cash flow to cover the dilution. Where new Units are issued at less than the NAV per Unit, the then current NAV of each existing Unit may also be diluted.

72. ***Any future issuance of Units by us or sales of Units by our Sponsor Group or any of other significant Unitholders may adversely affect the trading price of the Units.***

Any future issuance of Units by us could dilute the investors' holdings of Units. Any such future issuance of Units may also adversely affect the trading price of the Units, and could impact the ability of our Manager to raise further capital through an offering of the Units. There can be no assurance that we will not issue further Units. In addition, any perception by investors that such issuances by us or sales by any significant Unitholders might occur could also adversely affect the trading price of the Units.

Upon completion of the Issue, [•]% of the total number of Units will be held by our Sponsor and [•]% by our Sponsor Group. The Units will be tradable on the Stock Exchanges. Our Sponsor Group (following the lapse of the statutory lock-in period), may sell a portion of the Units held by them, which portion may be substantial and the sale of which could increase the aggregate number of Units available for active trading on the Stock Exchanges. A sale of Units by any member of our Sponsor Group may limit our ability to undertake a preferential issue of Units to those members of our Sponsor Group, and therefore limit our ability to raise additional capital on a post-listing basis. A secondary offering of the Units by us, if undertaken, may also increase the aggregate number of Units being traded, which could have an adverse impact on the market price for the Units. These sales may also make it more difficult for us to raise capital through the issue of new Units at a time and at a price which our Manager deems is appropriate.

73. ***Our rights and the rights of our Unitholders to recover claims against our Manager or the Trustee are limited.***

Under the Trust Deed, the Trustee is not liable for any of its actions or omissions, which are in good faith in accordance with, or in pursuance of any request or advice of our Manager. Additionally, the liability of the Trustee under the Trust Deed for an immediately preceding financial year is limited to the fee received by the Trustee except in case of fraud or gross negligence on the part of the Trustee, which shall be determined finally by a court of competent jurisdiction. Further, the Trustee has the right to be indemnified by us in respect of all claims, liabilities, damages and expenses, including legal fees, to which they become subject during the course of their appointment as the Trustee, provided that the action or omission giving rise to such claim, liability, damage or expense is not in material violation of the Trust Deed and does not involve any gross negligence, fraud, misconduct or violation of applicable laws on their part.

Under the Investment Management Agreement, our Manager is not liable for any of its actions or omissions done in good faith. Additionally, the liability of our Manager under the Investment Management Agreement is limited to the fee received by our Manager for the immediately preceding financial year except in case of fraud, gross negligence, willful default or misconduct of our Manager or in cases of material breach of applicable law or provisions of the documents entered into by our Manager in relation to us including the Share Acquisition Agreements, the Trust Deed and the Investment Management Agreement. Further, our Manager and its respective officers have the right to be indemnified by the Trustee against any losses, costs, damages, liabilities, suits, proceedings and expenses, including legal fees ("**Manager's Loss**") incurred by them, unless our Manager's Loss resulted from a material breach of applicable laws or the provisions of the Share Acquisition Agreements, the Trust Deed and the Investment Management Agreement, or any gross negligence, willful default, misconduct or fraud on the part of our Manager and its officers.

SECTION - V: ABOUT THE BROOKFIELD REIT

BACKGROUND OF THE BROOKFIELD REIT

The Brookfield REIT has been settled by our Manager (solely as the settlor, on behalf of our Sponsor) for the Initial Contribution. It was settled on July 17, 2020 at Mumbai, Maharashtra, India as a contributory, determinate and irrevocable trust under the provisions of the Indian Trusts Act, 1882, pursuant to a trust deed dated July 17, 2020. The Brookfield REIT was registered with SEBI on September 14, 2020 at Mumbai as a real estate investment trust, pursuant to the REIT Regulations, having registration number IN/REIT/20-21/0004.

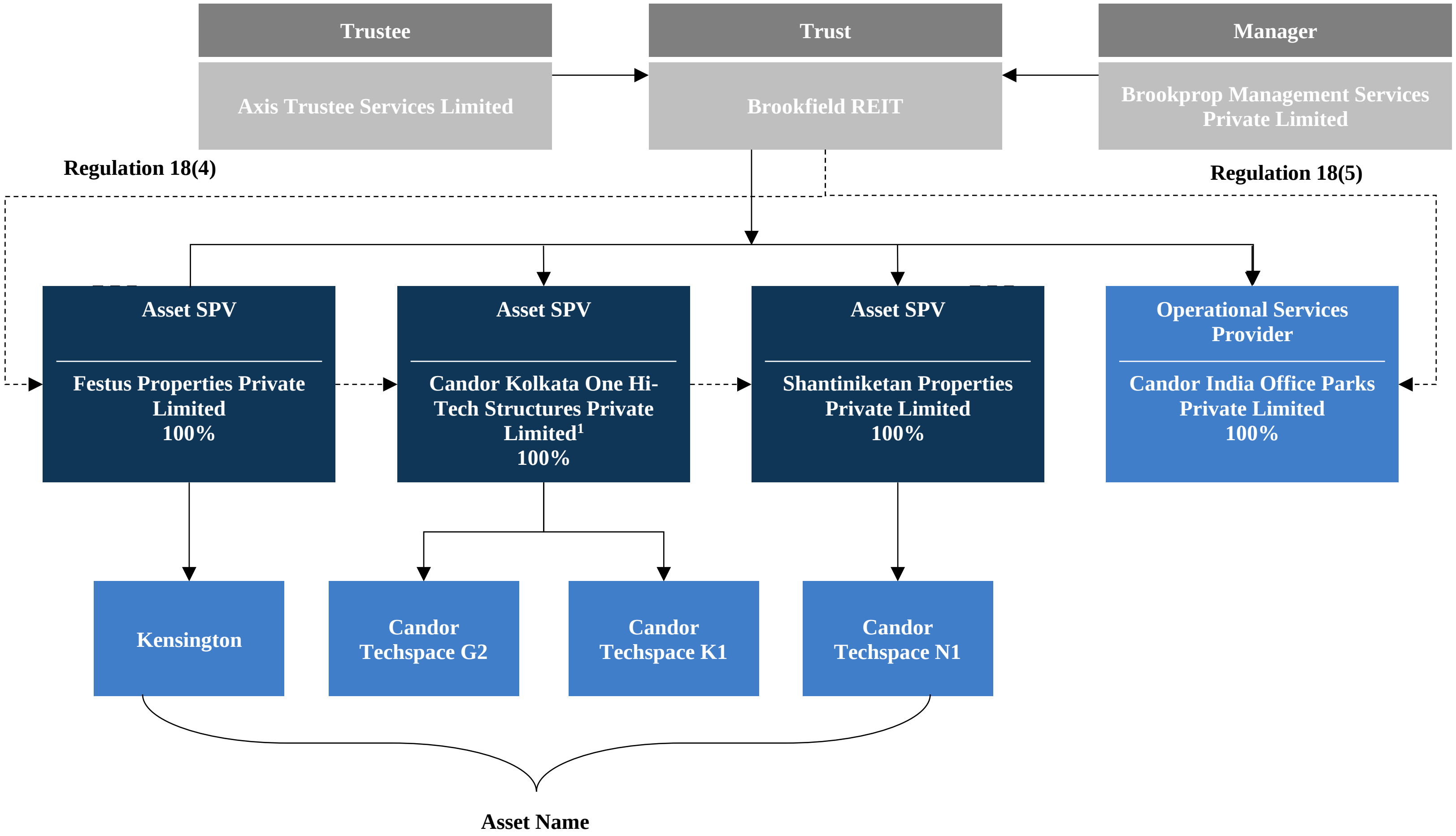
BSREP V is the sponsor of the Brookfield REIT, Brookprop Management Services Private Limited has been appointed as the manager to the Brookfield REIT and Axis Trustee Services Limited shall act as the trustee to the Brookfield REIT.

The principal place of business of the Brookfield REIT is situated at Candor TechSpace IT/ ITES SEZ, Building 5A/10, Sector-48, Tikri (Near Subash Chowk), Gurugram 122 018, Haryana, India.

Pursuant to the Formation Transactions, our Initial Portfolio shall be acquired and will be held by the Brookfield REIT through our Asset SPVs. Additionally, CIOP, which provides services including property management, facilities management and support services to our Candor Asset SPVs has been considered as an investment by the Brookfield REIT under Regulation 18(5)(da) of the SEBI REIT Regulations, and will be directly held by the Brookfield REIT. For details, see "*Key Terms of the Formation Transactions*" beginning on page 158.

The following illustration sets out the proposed holding and management structure of the Portfolio by the Brookfield REIT, as of the Listing Date, following the Listing Date.

Proposed Brookfield REIT Structure



Note:

1. *By way of a scheme of amalgamation filed with the NCLT, Candor Gurgaon 2 has merged into Candor Kolkata. The NCLT has approved the scheme by way of its order dated August 8, 2019 and has approved the application for rectification of the aforesaid order by way of its order dated November 14, 2019. The scheme has been made effective from May 4, 2020 with the approval of the BoA dated March 5, 2020 and ROC, Mumbai dated May 4, 2020.*

For details with respect to our Sponsor, Sponsor Group, Manager and the Trustee see " – *Parties to the Brookfield REIT*" in this section below. Further, for details with respect to our Initial Portfolio, see "*Our Business and Properties*", beginning on page 114 and for details with respect to our Portfolio Companies, see "*Our Portfolio Companies*", beginning on page 177.

Investment Objectives of the Brookfield REIT

The Brookfield REIT has been settled, *inter alia*, with the following investment objectives:

1. to raise funds in accordance with applicable law, for the purpose of attaining the object and purpose of the Brookfield REIT;

2. to make Investments or re-Investments in accordance with *inter alia* the Trust Deed, the Investment Management Agreement, the Share Acquisition Agreement and applicable law, including any business of operation and maintenance of any of our Initial Portfolios' directly held by the Brookfield REIT;

3. to hold amounts held by the Brookfield REIT pending investment or distribution, or as a reserve of the Brookfield REIT's anticipated obligations, as permitted under the REIT Regulations;

4. to make distributions to our Unitholders in the manner set out in the Trust Deed;

5. to do all other things necessary and conducive to the attainment of the aforesaid objectives, through agents or other delegates (including our Manager); and

6. to carry on generally such other activities as may be permitted under applicable laws.

Certain investment conditions applicable to the Brookfield REIT

a. In accordance with the REIT Regulations, the Brookfield REIT is required to ensure compliance with, *inter alia*, the following investment conditions:

   i. invest not less than 80% of the value of its assets in completed and rent and/ or income generating properties;

   ii. not more than 20% of the value of its assets shall be invested in certain permitted forms of investments (whether directly or through a company or LLP) which include, among other things, under construction properties, completed but not rent generating properties, mortgage backed securities, listed or unlisted debt of companies or body corporates in the real estate sector, unlisted equity shares of companies which derive not less than 75% of their operating income from real estate activity according to the audited accounts of the previous Financial Year; and

   iii. not less than 51% of the consolidated revenues of the Brookfield REIT, and our Asset SPVs, other than gains arising from disposal of properties, must at all times arise from rental, leasing and letting real estate assets or any other income incidental to the leasing of such assets.

b. Further, our Manager is required to monitor these thresholds on a half-yearly basis and at the time of the acquisition of an asset. In the event these conditions are breached on account of market movements of the price of the underlying assets or securities or change in tenants or expiry of lease or sale of properties, our Manager is required to inform the Trustee and ensure that these conditions are satisfied within six months of any such breach (or within one year if approved by our Unitholders).

c. In addition to the investment ratios set out above, the REIT Regulations and the Trust Deed also impose restrictions on certain investments including, among other things, investing in units of other REITs, launching schemes under the Brookfield REIT, investments in vacant land, agricultural land or mortgages other than mortgage backed securities, and assets located outside India. The Brookfield REIT is also restricted from co-investing with any person(s) in any transaction in the event the investment by such other person(s) is on terms more favorable than those offered to the Brookfield REIT.

d. The properties (including under construction properties which are part of existing income generating properties) acquired by the Brookfield REIT are also required to be held for a period of at least three years from the date of completion or purchase, as applicable, pursuant to the REIT Regulations.

As a real estate investment trust which is not Indian owned and controlled, the Brookfield REIT is subject to additional investment conditions set out under the FEMA Rules including compliance with the downstream investment requirements. Pursuant to the applicable FEMA Rules and the FDI Policy, FDI is prohibited in 'real estate business'. 'Real estate business' means dealing in land and immovable property with a view to earning profit therefrom. However, the term 'real estate business' does not include development of townships, construction of residential or commercial premises, roads or bridges, educational institutions, recreational facilities, city and regional level infrastructure, townships and REITs registered and regulated pursuant to the REIT Regulations. Further, earning of rent/ income from lease of property, not amounting to transfer, also does not amount to 'real estate business'. In addition, in accordance with the FDI Policy, an Indian investee company may sell developed plots which means plots where trunk infrastructure *i.e.* roads, water supply, street lighting, drainage and sewerage, have been made available.

Parties to the Brookfield REIT

I. BSREP India Office Holdings V Pte. Ltd. - Our Sponsor

Our Sponsor was incorporated in Singapore on June 17, 2014 as a 'private company limited by shares' with registration number 201417591H. Our Sponsor has been registered with SEBI, under the SEBI FPI Regulations as a Category II FPI, bearing registration number INSGFP096715 pursuant to a certificate of registration dated May 19, 2015. For details in relation to the registered office address, correspondence address, contact person and contact details of our Sponsor, see "*General Information*" beginning on page 356.

Background of our Sponsor

Our Sponsor is part of the Brookfield Group. In accordance with Regulation 4(2)(d)(iii) of the REIT Regulations, the sponsor or its associate(s) are required to have not less than five years' experience in the development of real estate or fund management in the real estate industry.

Our Sponsor's associate (as defined under Regulation 2(1)(b) of the REIT Regulations), BAM, has more than five years' experience in fund management in the real estate industry on which our Sponsor has relied for its eligibility under the REIT Regulations.

BAM, is the flagship entity of the Brookfield Group and a global alternative asset manager, currently listed on the NYSE and TSX and has a market capitalization of approximately US$ 63 billion as of September 30, 2020. BAM is incorporated in Ontario, Canada and qualifies as an eligible Canadian issuer under the Multijurisdictional Disclosure System and as a "foreign private issuer" (as defined under Rule 405 under the U.S. Securities Act and Rule 3b-4 under the U.S. Securities Exchange Act). As a result, BAM complies with U.S. continuous reporting requirements by filing its Canadian disclosure documents with the U.S. Securities Exchange Commission. BAM, through the Brookfield Group, has a 120-year history as an owner and asset manager across a broad portfolio of real estate assets with a focus on property, infrastructure, renewable power and private equity.

Brookfield Property Group carries out investments, directly and indirectly, through Brookfield Property Partners L.P. ("**BPY**"), which is listed on the NASDAQ and TSX, and private funds, including its flagship real estate funds in the Brookfield Strategic Real Estate Partners series. BAM acts, directly or indirectly, as the asset manager to all the public vehicles and private funds in the Brookfield Group.

As BAM's primary vehicle to make investments across all strategies in real estate, BPY's global portfolio of assets includes office, retail, multifamily, logistics, hospitality, self-storage, triple net lease, manufactured housing and student housing assets located in five continents. The Brookfield Group currently manages approximately US$ 17 billion of assets in India (as of September 30, 2020), which includes several significant assets managed by the Brookfield Property Group, such as the Initial Portfolio, Identified Assets and the ROFO Properties.

Our Sponsor is a wholly owned subsidiary of BSREP India Holdings, a company incorporated in Singapore, which is a part of the Brookfield Strategic Real Estate Partners series of funds under the Brookfield Group. The shareholding pattern of our Sponsor, as on date of this Offer Document, set out below:

Equity Shares

Sr. No.	Shareholder	Number of shares held (*USD denominated*)	Amount of share capital (*in USD*)
1.	BSREP India Holdings	1,110,000	1,110,000
Total		**1,110,000**	**-**

Sr. No.	Shareholder	Number of shares held (*SGD denominated*)	Amount of share capital (*in SGD*)
1.	BSREP India Holdings	28,996,370	28,996,460
Total		**28,996,370**	-

Redeemable preference shares

Sr. No.	Shareholder	Number of shares held (*USD denominated*)	Amount of share capital (*in USD*)
1.	BSREP India Holdings	5,159,758	5,159,758
Total		**5,159,758**	-

Sr. No.	Shareholder	Number of shares held (*SGD denominated*)	Amount of share capital (*in SGD*)
1.	BSREP India Holdings	55,786,054	5,786,054
Total		**55,786,054**	-

Board of directors of our Sponsor

The following are the directors of our Sponsor:

(i) Aanandjit Sunderaj;

(ii) Ho Yeh Hwa;

(iii) Liew Yee Foong;

(iv) Taswinder Kaur Gill; and

(v) Zhang Shen.

Real estate assets outside the Portfolio in which our Sponsor, directly or indirectly, holds interest

As on the date of this Offer Document, our Sponsor does not hold any interest, directly or indirectly, in commercial real estate assets other than those forming a part of the Portfolio.

Other confirmations

Our Sponsor meets the eligibility criteria specified under REIT Regulations (net worth of not less than ₹1,000 million), with a net worth of US$ 73.05 million as of December 31, 2020 (*i.e.* approximately ₹5,450.64 million).

Further, neither our Sponsor and members of our Sponsor Group nor any of the directors or promoters (to the extent that any member of the Sponsor Group has promoters) of our Sponsor and members of our Sponsor Group (i) are debarred from accessing the securities market by SEBI; (ii) are promoters, directors or persons in control of any other company, or a sponsor, manager or trustee of any other REIT or REIT which is debarred from accessing the capital market under any order or directions made by SEBI; or (iii) are in the list of wilful defaulters published by the RBI.

II. Our Sponsor Group

In addition to our Sponsor, the following entities form a part of our Sponsor Group:

a) BSREP II India Office Holdings II Pte. Ltd. (BSREP II India);

b) Brookfield Asset Management Inc. (BAM);

c) Kairos Property Managers Private Limited (Kairos);

d) BSREP Moon C1 L.P;

e) BSREP Moon C2 L.P;

f) BSREP India Office Holdings III Pte Ltd. (BSREP India Office III); and

g) BSREP India Office Holdings Pte. Ltd. (BSREP India Holdings).

III. Brookprop Management Services Private Limited - Our Manager

Brookprop Management Services Private Limited, a part of the Brookfield Group, is a private limited company incorporated in India on March 21, 2018 under the provisions of the Companies Act with a corporate identification number U74999MH2018FTC306865. Pursuant to the Investment Management Agreement, Brookprop Management Services Private Limited has been appointed as our manager in accordance with the REIT Regulations. For details with respect to the registered office address, correspondence address, contact person and contact details of our Manager, see "*General Information*" beginning on page 356.

Background of our Manager

Our Manager meets the eligibility criteria specified under REIT Regulations (net worth of not less than ₹100 million), with a net worth of ₹141.02 million, as of December 31, 2020.

Our Manager is a real estate services company that provides real estate management services, including facility management services and project delivery services to the real estate assets held by the Brookfield Group across India. In accordance with Regulation 4(2)(e)(ii) of the REIT Regulations, our Manager or its associate is required to have not less than five years' experience in fund management, advisory services, property management in the real estate industry or in development of real estate. Our Manager has relied on the experience of its associate (as defined under Regulation 2(1)(b) of the REIT Regulations), BAM, for meeting the eligibility requirement under the REIT Regulations. For details on the past experience of BAM, see "*Background of our Sponsor*" in this section above.

The shareholding pattern of our Manager as on date of this Offer Document is set out below:

Sr. No.	Name of Shareholder	No. of shares (₹10 each)	Percentage (%)
1.	BPG Holdings Group Inc.	1,059,300	99
2.	Brookfield India Holdings Inc.	10,700	1
	Total	**1,070,000**	**100%**

Our Manager confirms that it has, and undertakes to ensure that it will at all times maintain, adequate infrastructure, and sufficient key personnel and resources to perform its functions, duties and responsibilities with respect to the management of the Brookfield REIT, in accordance with the REIT Regulations, the Investment Management Agreement and applicable law.

Neither our Manager nor any of the promoters or directors of our Manager (i) are debarred from accessing the securities market by SEBI; (ii) are promoters, directors or persons in control of any other company or a sponsor, investment manager or trustee of any other real estate investment trust or any real estate investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; or (iii) are in the list of wilful defaulters published by the RBI.

Board of Directors of our Manager

The following are the directors of our Manager:

(i) Akila Krishnakumar;

(ii) Shailesh Vishnubhai Haribhakti;

(iii) Anuj Ranjan; and

(iv) Ankur Gupta.

For further details on the directors on our Board and brief profiles of the directors, key personnel and members of the core team of our Manager, see "*The Board and Management of our Manager*" beginning on page 187.

IV. Axis Trustee Services Limited - The Trustee

Axis Trustee Services Limited is the trustee of the Brookfield REIT. The Trustee is a registered intermediary with SEBI under the SEBI (Debenture Trustees) Regulations, 1993, as amended, as a debenture trustee having registration number IND000000494 which is valid until suspended or cancelled. For details with respect to the registered office address, correspondence address, contact person and other contact details of the Trustee, see "*General Information*" beginning on page 356.

Background of the Trustee

The Trustee is a wholly-owned subsidiary of Axis Bank Limited. The Trustee's services are aimed at catering to the individual needs of the client and enhancing client satisfaction. As a trustee, it ensures compliance with all statutory requirements and believes in the highest ethical standards and best practices in corporate governance. It aims to provide the best services in the industry with its well trained and professionally qualified staff with sound legal acumen.

The Trustee is involved in varied facets of debenture and bond trusteeships, including, advisory functions and management functions. The Trustee also acts as a security trustee and is involved in providing services in relation to security creation, compliance and holding security on behalf of lenders.

The Trustee is also involved in providing services as (i) a facility agent for complex structured transactions with advice on suitability of the transaction on operational aspects; (ii) an escrow agent; (iii) a trustee to alternative investment funds; (iv) custodian of documents as a safekeeper; (v) a trustee to infrastructure investment funds, etc.

The Trustee confirms that it has and undertakes to ensure that it will at all times, maintain adequate infrastructure personnel and resources to perform its functions, duties and responsibilities with respect to the Brookfield REIT, in accordance with the REIT Regulations, the Trust Deed and other applicable law.

The Trustee is not an associate (as defined under Regulation 2(1)(b) of the REIT Regulations) of our Sponsor, or our Manager. Further, neither the Trustee nor any of the promoters or directors of the Trustee (i) are debarred from accessing the securities market by SEBI; (ii) is a promoter, director or person in control of any other company or a sponsor, investment manager or trustee of any other real estate investment trust or a real estate investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; or (iii) are persons who are categorized as wilful defaulters by any bank or financial institution, as defined under the Companies Act, 2013, or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI.

Board of directors of the Trustee

The board of directors of the Trustee is entrusted with the responsibility for the overall management of the Trustee. The details regarding the board of directors of the Trustee are set forth below:

Sr. No.	Name	DIN	Profile
1.	Ganesh Sankaran	07580955	He is a director on the board of directors of the Trustee. He also serves as a group executive - wholesale banking coverage group at Axis Bank Limited. He has previously worked at Federal Bank, Equirus Capital, HDFC Bank and Fedbank Financial Services. He has a bachelor's degree in engineering and a master's degree in business administration.
2.	Rajesh Kumar Dahiya	07508488	He is a director on the board of directors of the Trustee. He is also on the board of directors of Axis Bank Limited and Axis PE Limited. He has previously worked at the Tata group. He has a bachelor's degree in engineering and a master's degree in management.
3.	Sanjay Sinha	08253225	He is the managing director and chief executive officer of the Trustee. He joined Axis Bank Limited in 2006 and served in the risk and corporate credit departments of Axis Bank Limited. He has previously worked at the State Bank of India. He has a bachelor's degree in science from NIBM, Pune and holds a certificate in credit management from the Indian Institute of Bankers, Mumbai.

INDUSTRY OVERVIEW

The information contained in this section is derived from the report titled "India Commercial Real Estate Overview" dated January 13, 2021, prepared by C&WI (the ***"Industry Report"****) and commissioned by the Manager in relation to the Issue. Neither the Manager, nor any other person connected with the Issue has independently verified this information. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends.*

Wherever data for the 12-month period ended March 31 has been presented in this section, a reference to "fiscal year" or "financial year" or "FY" along with the relevant year has been included. Any other data included with respect to a period relates to data for the relevant calendar year period. For instance, 9M 2020 refers to January to September 2020; Q3 2020 refers to July to September 2020 and 2020E refers to January to December 2020 (estimated).

Overview

India was one of the fastest growing economies in the world between 2017 and 2019 *(Source: IMF)*. As per the IMF, while 2020 GDP growth is projected to contract as economic activities were restricted due to the COVID-19 pandemic, GDP growth is projected to recover to 6% in 2021 driven by attractive macroeconomic fundamentals and a favourable demographic dividend. The transmission of interest rate reduction to borrowers is likely as the RBI benchmark repo rate declined 115 bps between January and September, 2020, while RBI's Marginal Cost of Funds based Lending Rate ("**MCLR**") has declined by 85 bps during the same period. Gradual decline in inflation rates could provide further headroom for the RBI to cut benchmark rates.

The real estate sector is one of the important sectors of the Indian economy because of its multiplier effect. An impact on this sector has a direct bearing on economic growth of the country. The bulk of demand for Grade-A[1] office stock in India is from multinational corporates based out of the United States and the European Union. The demand for quality office spaces has also led to rental growths growing at a CAGR of approximately 4.2% over the last 5 years. The net absorption of office spaces in Mumbai and National Capital Region (which includes Gurugram and Noida and hereinafter referred to as "**NCR**") has been in-line with major global office markets led by low per capital supply, growth of technology services sector, increasing traction from international tenants and attractive rentals.

The technology industry, which is the mainstay of office demand, is one of the global success stories of India and has outperformed the GDP growth rate with an 11.3% CAGR (between FY 2014 and FY 2019). Importantly, the Indian technology sector continues to evolve as the focus is moving from just cost excellence towards creating business impact as Indian companies and Global In-house Centres ("**GICs**") (also known as Global Capability Centers ("**GCCs**")), now provide end to end services to their clients. COVID-19 has accelerated the structural shift that was already underway prior to the crisis in relation to usage and deployment of technology especially cloud, data analytics, e-commerce and digital transformation. The global spending on software and IT services is expected to grow at a robust rate between the financial years 2020 and 2025 and the technology industry in India is expected to grow at a CAGR of 13% to US$ 350 billion by financial year 2025 from an estimated US$ 191 billion in financial year 2020 due to its large science, technology, engineering and medicine ("**STEM**") talent pool, competitive cost advantage and favorable demographics *(Source: Nasscom)*.

The real estate sector has faced challenges and has been impacted by the COVID-19 pandemic. Even in these uncertain times, the institutional office market is resilient to rent correction as the US$ weighted average rent in India has been in approximately the same range for the last five years. C&WI anticipates vacancy numbers to be in the same range for 2020 as shrinkage in supply will offset deferral in office demand. Long term fundamentals for the office sector remain intact on the back of: (i) availability of talent pool especially STEM graduates; (ii) competitive cost with high quality offices; and (iii) resilient growth from technology and other services sectors.

Note:
[1] The Industry Report defines "Grade-A" as a development type whose tenant profile includes prominent multinational corporations. The development should also include adequate ceiling height, 24x7 power back-up, supply of telephone lines, infrastructure for access to internet, central air-conditioning, spacious lobbies, circulation areas, good lift services, sufficient parking facilities and should have centralized building management and security systems.

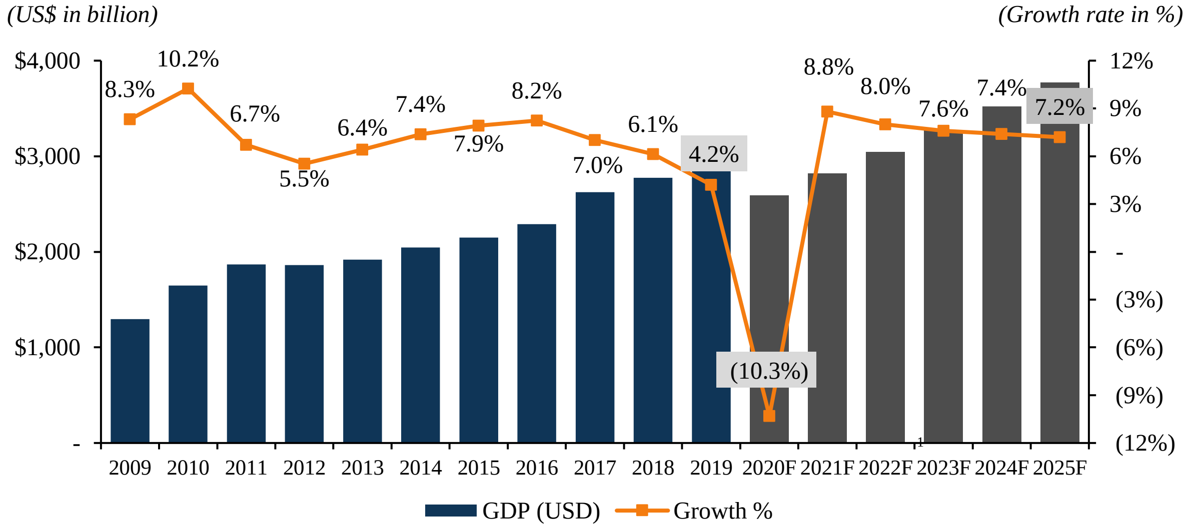
Mumbai, Gurugram, Noida and Kolkata (the "**Brookfield REIT Markets**") have exhibited strong market dynamics with robust absorption and limited high-quality supply resulting in lower vacancy levels and higher rental growth during the last five years. Between 2015 and Q3 2020, 45.2msf[2] of non strata owned supply was delivered in the Brookfield REIT Markets, while the net absorption was 41.2 msf[2]. During the last five years, Grade-A business parks in Brookfield REIT Markets which are non strata owned have significantly outperformed strata owned office assets, in both occupancy and rental growth.

Indian Economy: Attractive macro-economic indicators

One of the largest and fastest growing economies with demographic dividend

India is the fifth largest economy and one of the fastest growing major economy in the world. India's GDP grew by 7.0%, 6.1% and 4.2% in 2017, 2018 and 2019 respectively and India's GDP was US$ 2.9 trillion in 2019 (3.4% share in global GDP). Further, as on December 31, 2019, the average five year real GDP growth was 6.7% according to C&WI. As per IMF, India's economy is projected to contract by 10.3% in 2020 as economic activities were restricted due to the stringent lockdown on account of COVID-19 pandemic.

India GDP and Y-o-Y Growth Rate

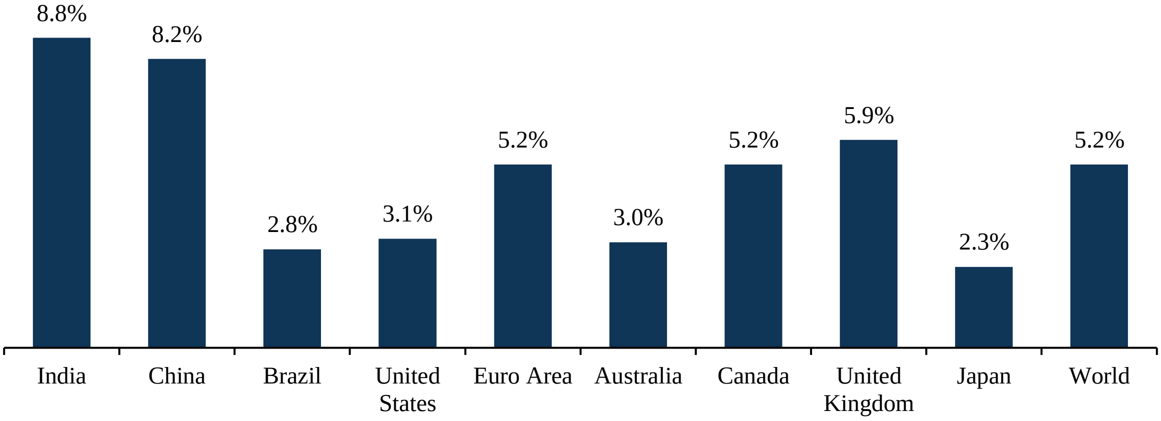


Source: IMF

Despite these near-term pressures, India is expected to continue to be one of the fastest growing large economies led by: (i) India's booming middle class; (ii) favorable demographics; (iii) favorable government policies; (iv) increasing digitization across segments; and (v) a tactical move towards higher transparency and accountability across institutions. IMF estimates India's economic growth to recover to 8.8% in 2021. IMF projects India's GDP to grow at 7.5% CAGR over CY21-25. Further, the Indian government aims to make India a "US$ 5 trillion economy" *(Source: International Monetary Fund and Public Information Bureau).*

Note:
[2] *For Gurugram, Noida and Kolkata, stock and supply data comprised of relevant non strata owned buildings, however completed Grade-A stock has been considered for Mumbai.*

Major World Economies – 2021F GDP Growth Rates



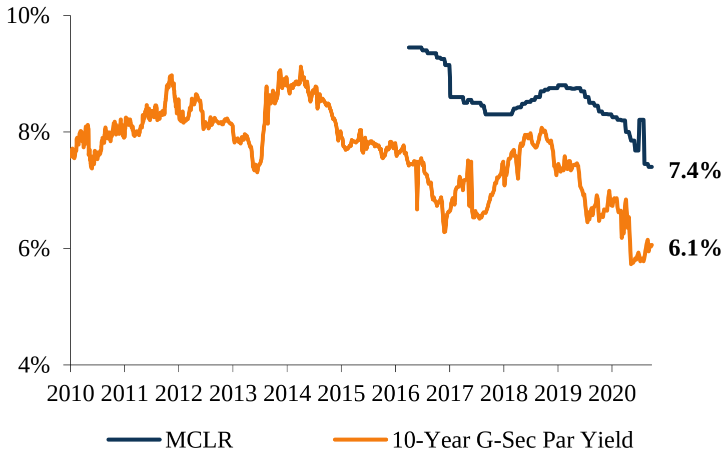
Source: IMF

Declining interest rates and transmission of interest rate cuts to borrowers underway

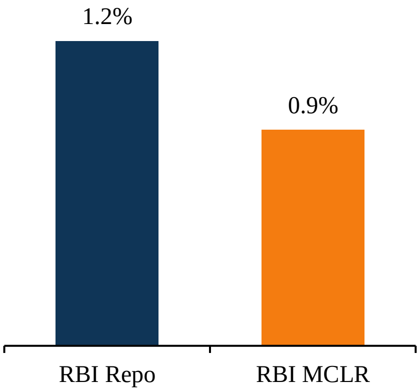
The RBI reduced repo rates by 235 bps between March 2015 and December 2019 and the 10-year Indian G-Sec yields declined by 110 bps over the same period. RBI reduced the benchmark repo rate further by 115 bps between January and September, 2020 to address the liquidity concerns in the market due to the overall impact of the COVID-19 pandemic. However, the RBI's MCLR has declined only 85 bps between January and September, 2020 implying that the transmission of interest rate reduction to borrowers is likely. Between January 3, 2020 and September 30, 2020, 10-year Indian G-Sec declined by 67 bps.

Moderating Inflation Environment. Consumer Price Index ("**CPI**") inflation in India has been gradually declining from 8.2% in March, 2014 to 5.8% in March, 2020. CPI increased to 7.3% in September as against 6.1% in June, 2020 as the national lockdown led supply disruptions raised prices temporarily along with increase in oil taxes. Current inflation levels are higher compared to average headline CPI of 4.5% from 2015 to Q3 2020. CPI is likely to ease in the second half of FY 2021 due to base effect, normal rainfall and easing of supply disruptions. Gradual decline in inflation rates could provide further headroom for the RBI to cut benchmark rates.

10-Year G-Sec [(1)]



Decline in RBI Repo vs RBI MCLR [(2)]



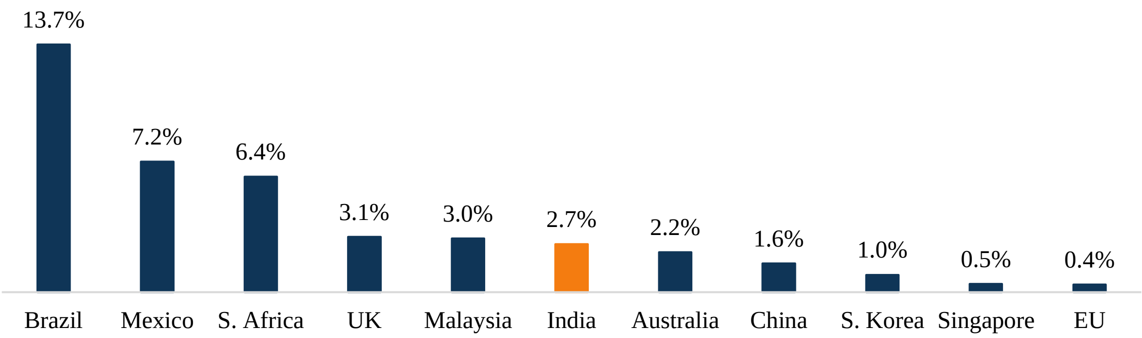
Source: RBI
Note:

1. *Data reported as of January 2010 to September 2020*
2. *Between January 1, 2020 to September 30, 2020*

Stable Currency in uncertain times

India's foreign exchange reserves, as of September 2020, were at an all-time high of US$ 545 billion. Due to strong foreign exchange reserve, proactive policies of the Government and active currency management of the RBI, the Indian Rupee has witnessed moderate and predictable depreciation compared to other emerging market currencies.

Annualized Depreciation against US$ (2015 – Q3 2020)



Source: Federal Reserve

Favourable Demographics: Growing middle class and young population

- *India's young population greater than the United States' total population:* At 333 million people, representing approximately 28% of the total population of India *(Source: Census of India, 2011)*, India has the world's largest young population (those between 15 and 29 years of age), which is approximately six times the size of the young population in the United States. India's young population is expected to further grow to 367 million by 2021 (*Source: Ministry of Statistics and Program Implementation*).

- *Growing Working Class:* At 494 million people, India has a formidable and talented labour base *(Source: World Bank)*, which is expected to further increase by approximately 90 million people by 2030 *(Source: World Economic Forum)*. This structural driver will further increase office absorption, creating compelling opportunities across the commercial real estate market in India.

- *Increasing Urbanization:* At 461 million, India had one of the highest urban populations in the world in 2018 (approximately 1.4 times the total population of the United States) which is expected to further grow to 543 million by the year 2025 (*Source: United Nations, Department of Economic and Social Affairs*).

Major Structural Reforms by the Government

- *Reduction in corporate taxes:* On September 20, 2019, the Government of India announced a reduction in corporate tax rates from 30.0% to 22.0% (effective tax rate with surcharge reducing from 34.5% to 25.2%) bringing it closer to the United States (21%), United Kingdom (19%) and China (25%). The manufacturing sector was given a further stimulus with a reduced corporate tax rate of 15.0% for companies, incorporated after October 1, 2019.

- *Goods and Services Tax, 2017 ("**GST**"):* GST is a unified sales tax, which has replaced approximately 10 federal, state and local taxes in India. Implementation of GST has removed the cascading effects of tax with the objective of increasing cost efficiency, reducing prices and leading to the formation of a common national market.

- *Other key initiatives include:* Increased spending on infrastructure (US$ 1.4 trillion over the next five years (*Source: Union Budget of India 2019 - 2020*), FDI reforms across multiple sectors, *Make in India* initiative, push towards *Digital India* and incentives to new businesses, which have enhanced India's competitiveness globally.

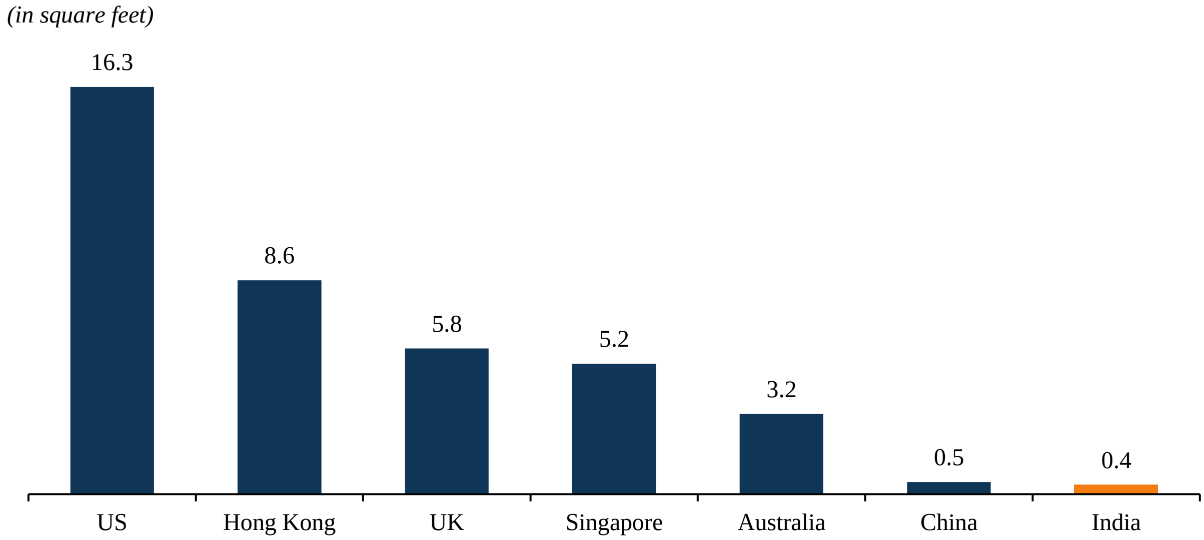
Overview of Indian Office Market

India's office real estate landscape has significantly evolved over the last decade. From majority of office stock being unorganized into single standalone buildings with no amenities, the landscape has now consolidated with Grade-A developers owning large modern corporate IT parks with a rich amenity mix. The focus of developers on Grade-A commercial developments, backed by institutional capital and increasing demand from multinational tenants, has led to the onset of campus developments. Multinational tenants have a strong preference for such developments due to a well-curated amenity mix and better employee experience. As a consequence, these campuses operate at lower vacancies and above average rental levels as compared to the micro-market in which they are located.

Grade-A office stock in Chennai, Mumbai, Pune, Hyderabad, Bengaluru, NCR and Kolkata (collectively referred to as "**Top Seven Indian Markets**") has grown at a CAGR of 10.8% between 2008 and Q3 2020 and was approximately 510 msf[3] as of September 30, 2020. Bengaluru, Mumbai and NCR are the top three markets in India by office stock as of September 30, 2020. Further, the individual CAGR of the Top Seven Indian Markets between 2008 and Q3 2020 have been in the range of 9% to 15%. The bulk of demand for Grade-A office stock in India is from multinational corporates based out of the United States and the European Union.

The growth of supply in the Top Seven Indian Markets is yet catching up to the demand for quality office space. Between 2015 and Q3 2020, these markets have seen a total net absorption of approximately 168.6 msf. Although India's office markets are well established, India's per capita office stock of 0.4 sf is minimal compared to developed markets such as the United States (16.4 sf), Hong Kong (8.6 sf) and Singapore (5.2 sf). Low per capita supply along with growth of services sector in India and increasing traction from international tenants has led to a higher absorption in major Indian cities compared to some of the other global office markets.

Per Capita Office Stock



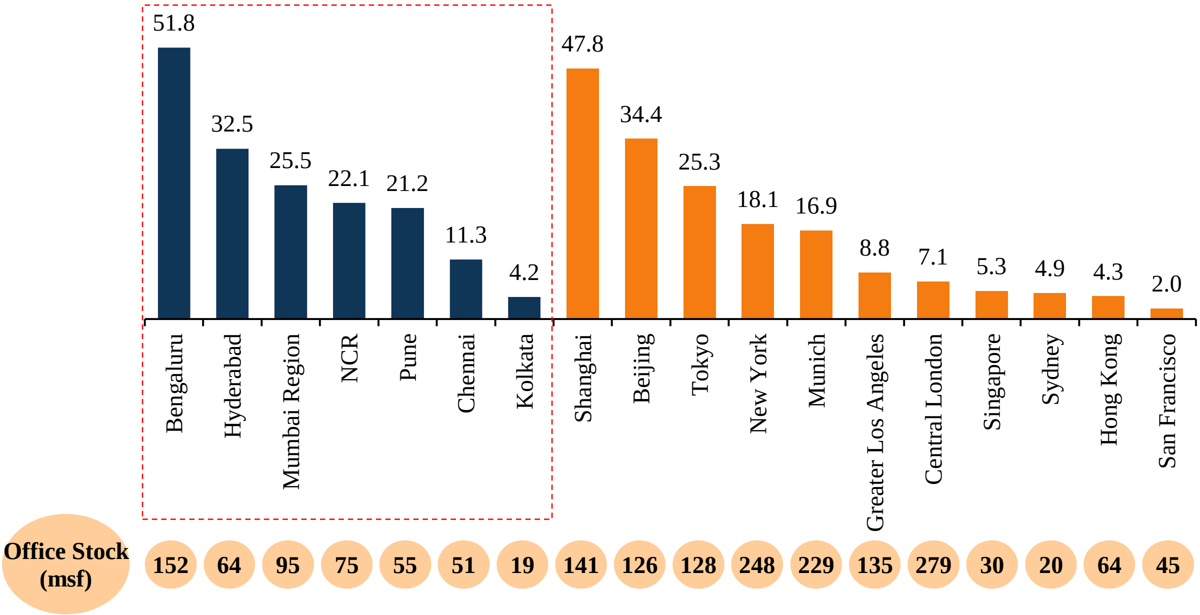
Note:

[3] Only the relevant stock of NCR and Kolkata has been considered for this analysis which excludes the buildings less than 100,000 square feet and applying certain other criteria. Additionally, for Noida and Kolkata, non-IT buildings have been excluded from stock.

Comparison between Key Indian and Select Global Cities

Indian Office Market Present Significant Growth Potential

(Net Absorption in msf between 2015 and Q3 2020)

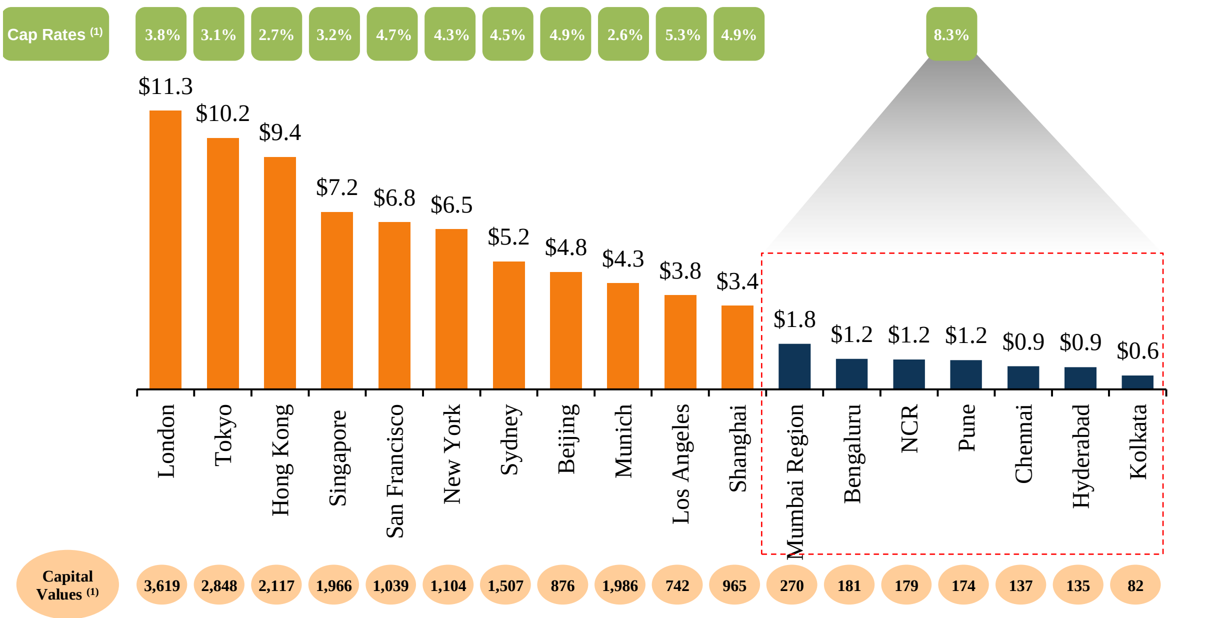


Note:
Only the relevant stock of NCR and Kolkata has been considered for this analysis which excludes the buildings less than 100,000 square feet and applying certain other criteria. Additionally, for Noida and Kolkata, non-IT buildings have been excluded from stock.

The demand for quality office spaces has also led to rental growths growing at a CAGR of approximately 5.0% over the last five years. The Indian office market still offers comparatively cheaper rentals compared to global hubs. Moreover, office properties in India offer higher rental yields and are available at attractive capital values, significantly lower than global comparable markets.

Rentals and Valuations continue to be attractive for Indian Markets

(Rentals in US$ psf per month)



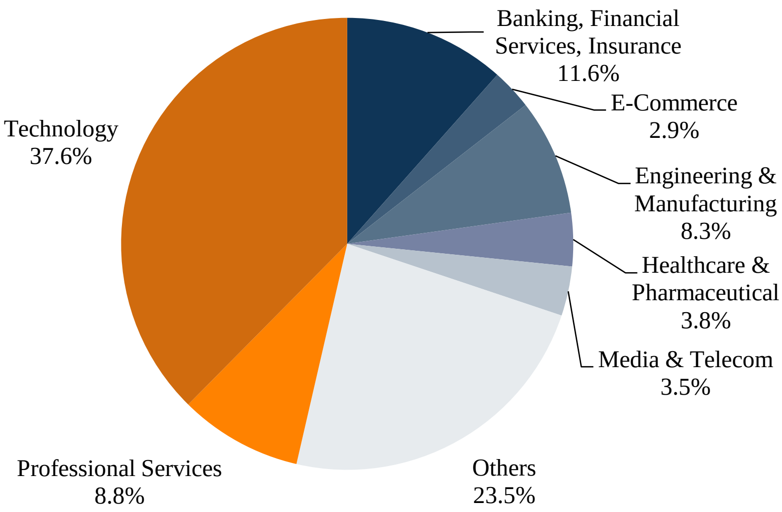
Note:
1. *Capitalization rates and Capital values (US$ psf) are reported for respective countries as of September 30, 2020*

Key drivers of office demand

Sectoral Demand Trend Analysis

With strong growth in the Indian services sector and increasing penetration of GCCs providing high value-added services, the Top Seven Indian Markets have attracted a majority of tenants from the technology sector as illustrated below:

India – Sectoral Absorption Analysis 2015 – Q3 2020 – 253 msf



Note:

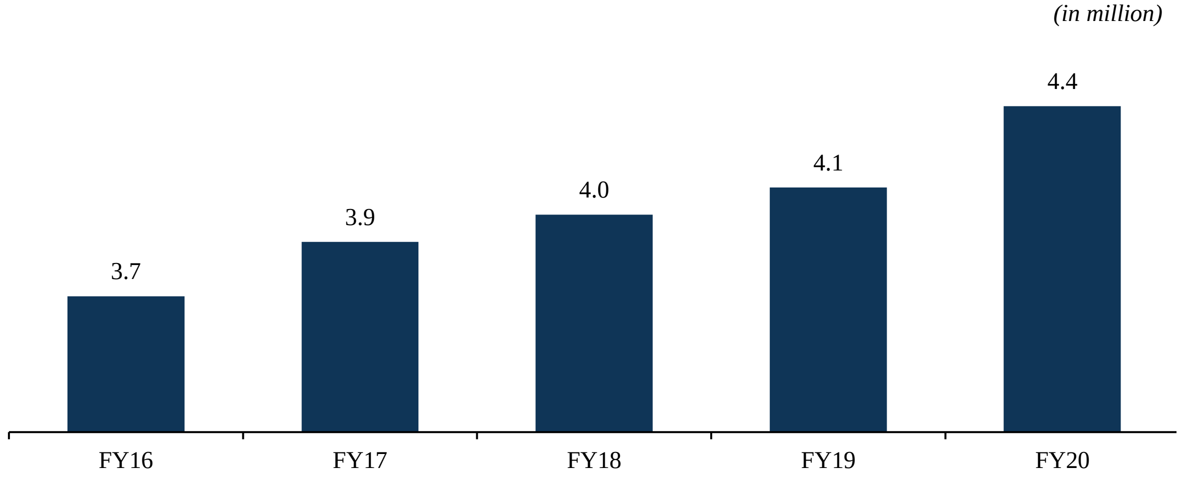
1. *The sectoral absorption analysis is based on gross absorption activity in the Top Seven Indian Markets, including any relocations or consolidations*
2. *Only the relevant stock of NCR and Kolkata has been considered for this analysis which excludes the buildings less than 100,000 square feet and applying certain other criteria. Additionally, for Noida and Kolkata, non-IT buildings have been excluded from stock.*

Technology Sector: Mainstay of office demand in India

The structural shift of the Indian economy from agriculture to manufacturing and services is largely credited to the emergence of the Indian technology industry. The services sector continues to be the key driver of the Indian economy and represented approximately 63% of the India's gross value added ("**GVA**") for FY 2020 as compared to 22% for industry and 15% for agriculture. India's gross value added ("**GVA**") of services sector increased to approximately US$ 1.0 trillion in FY 2019 from approximately US$ 719 million in FY 2015.

India's technology services sector has successfully transitioned from being a low-cost support and business process outsourcing location to a hub for high-end value-added services and digital business offerings such as internet of things, cloud, analytics, block chain and digital solutions. The Indian technology industry has witnessed consistent growth with a CAGR of 11.3% between FY 2014 and FY 2019. Further, according to NASSCOM, the number of direct employees in the technology sector has significantly grown from 0.4 million in FY 2001 to 4.4 million in FY 2020.

People directly employed in the IT sector

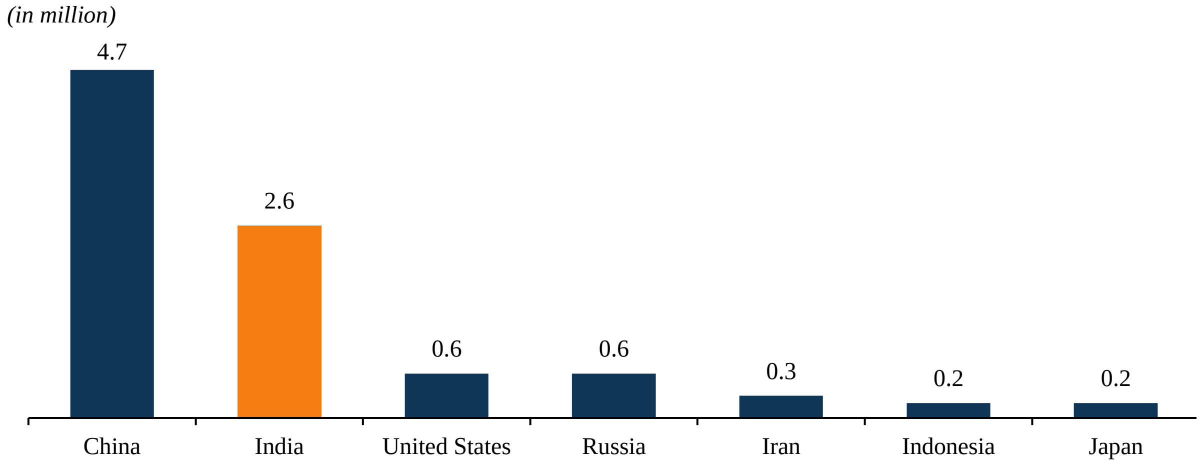


Source: Nasscom

Demand Drivers of the Indian Technology Industry

- *Availability of highly skilled STEM Talent Pool*. India has one of the largest pools of highly-qualified STEM graduates in the world and the second largest English-speaking population in the world. The technology industry is one of the largest private sector employers, currently employing approximately 4.4 million people directly. With over 4.8 million students that graduated in 2019 and with the talent pool in India expected to continue to grow, India should attract demand from large multinational corporates.

STEM Graduates – 2016

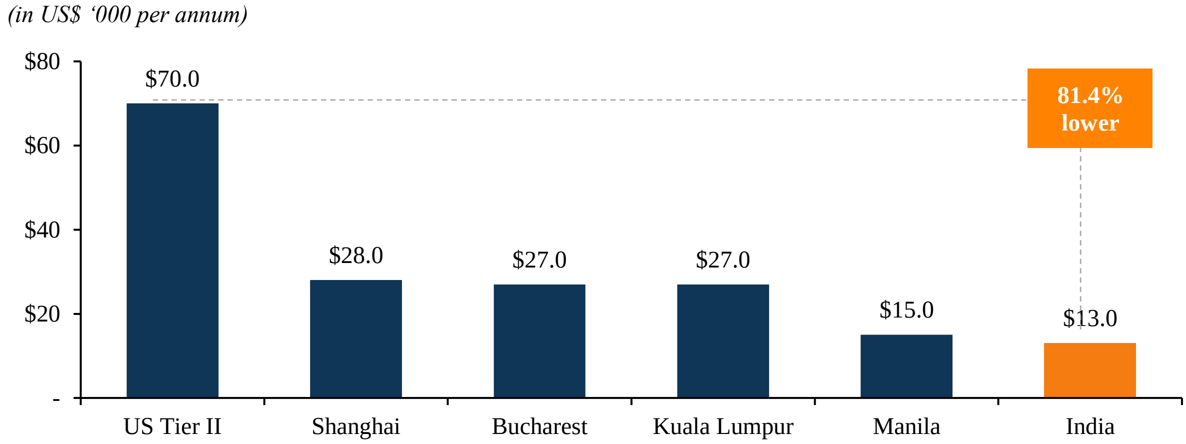


Source: World Economic Forum

- *Competitive Cost Advantage*. India is one of the preferred destinations for technology services in the world and continues to be a leader in the global outsourcing industry with a 56% market share. Out of the total export of IT and business process management services expected in FY 2020, exports to the United States contribute approximately 62% followed by the United Kingdom and continental Europe with approximately 17% and 11%, respectively. (*Source: NASSCOM - Techade Strategic Review 2020*).

  India's unique selling proposition is its cost competitiveness in providing technology services, which are significantly more cost-effective than the United States. The cost of sourcing services from India is approximately 81% lower as compared to Tier II cities in the United States. The following graph sets forth operating cost per full-time employees for select cities in the world:

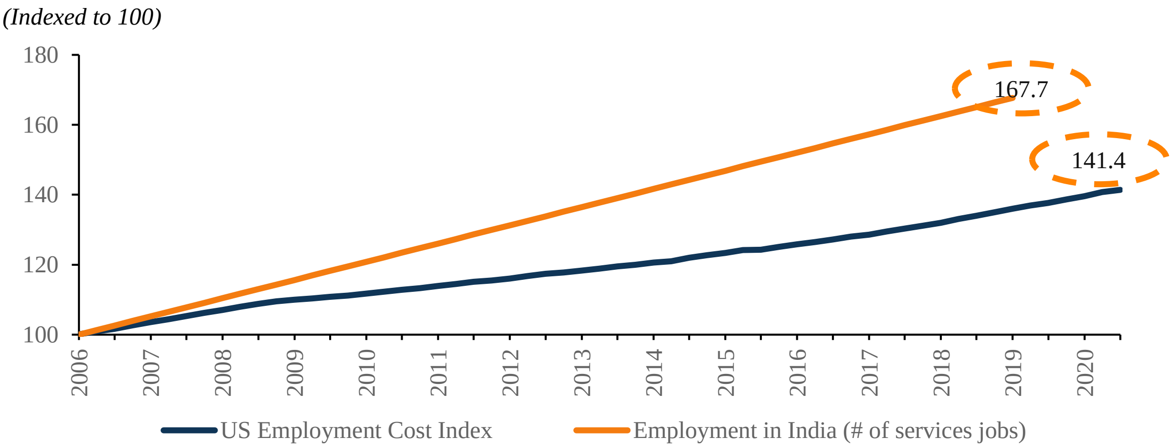
Operating Cost per Full Time Employee



Note: India includes the operating cost per full time employees of Bangalore city only.

Employee cost advantage along with other economic drivers such as availability of labor, raw materials and readily available talent pool is one of the key drivers for increasing operations of multinational corporates in India.

Growth in Employee Cost in United States vs Employment Increase in India



Source: RBI KLEMS database, Bureau of Labour Statistics
Note:

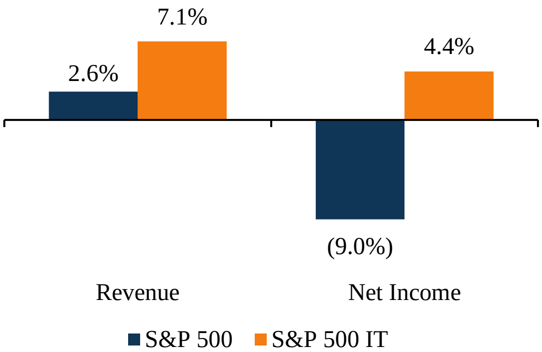
1. *US employment index for total compensation in service providing industries (seasonally adjusted).*
2. *India employment in financial services, business services and other services.*

- *Low Cost, High-Quality Office Infrastructure*. Due to multi-national operations and global clientele, technology companies often require infrastructure that supports a 24/7 work environment. Availability of high-quality offices conforming to global standards at low cost has further enhanced India's appeal for such corporates. Strong growth of technology industry in India has resulted in a multifold increase in space occupied by the industry over the last 20 years.

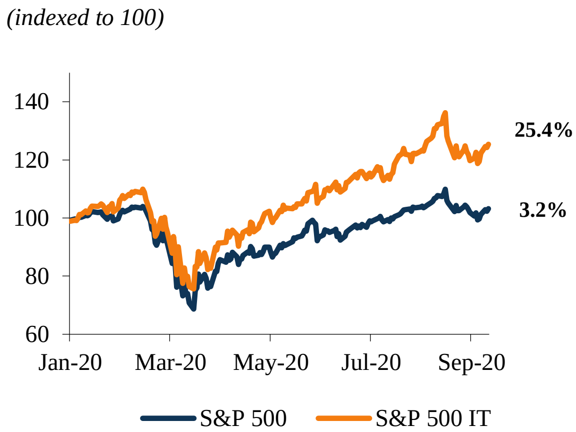
Impact of COVID-19 on the Technology Sector

The outbreak of COVID-19 pandemic disrupted economies of a majority of global countries. The global technology and Indian technology sectors have been relatively more resilient to the disruptions due to COVID-19. In particular, the revenue and net income growth of S&P 500 IT index constituents has been higher than the diversified S&P 500 Index. India has witnessed a similar trend wherein Nifty 50 IT index has outperformed the diversified Nifty 50 Index.

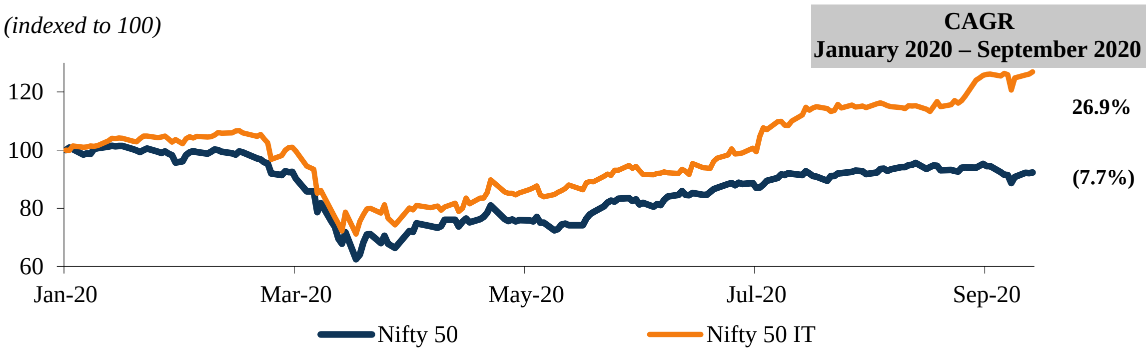
Q2 2020 YoY Growth (%) (S&P 500 vs S&P 500 IT)



Price Performance (S&P 500 vs S&P 500 IT)



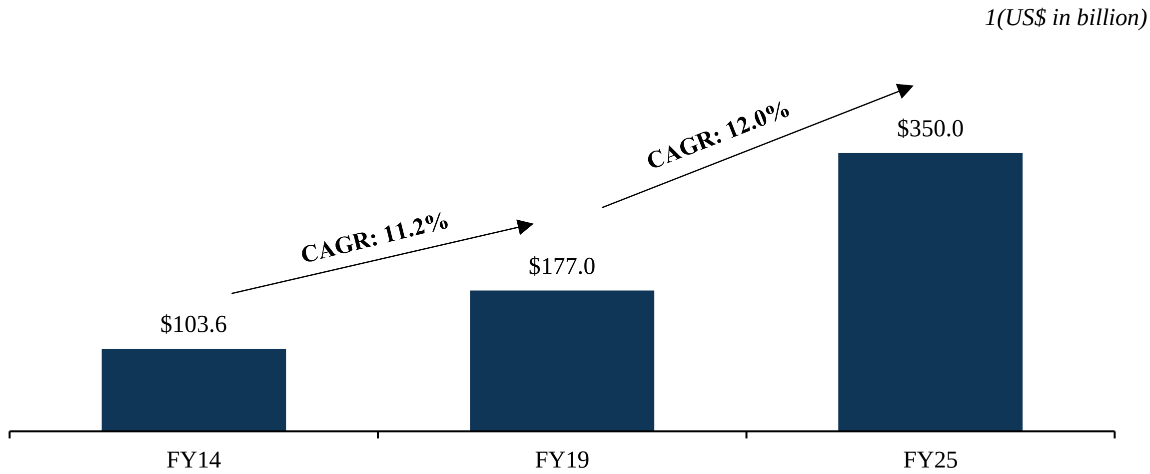
Price Performance (Nifty 50 vs Nifty 50 IT)



Source: S&P, Nifty and company filings

COVID-19 has accelerated the structural shift that was already underway prior to the crisis in relation to usage and deployment of technology especially cloud, data analytics, e-commerce and digital transformation. Global spending on software and IT services is likely to grow at a robust rate. The technology industry in India is expected to grow at a CAGR of 13% to US$ 350 billion by financial year 2025 from an estimated US$ 191 billion in financial year 2020 due to its STEM talent pool, competitive cost advantage and favorable demographics *(Source: Nasscom)*.

Technology Sector – India



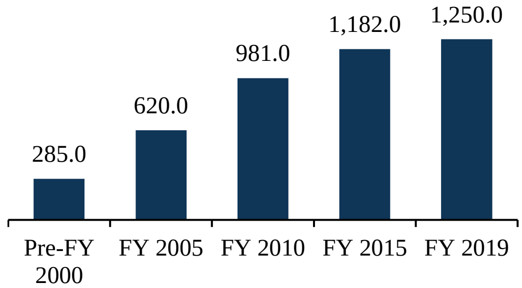
Source: Nasscom

Growth of the Global Captive Centers

Between the years 2000 and 2010, several Indian technology companies experienced growth as many domestic companies expanded and established delivery centers across the globe. Over the last decade, the Indian companies and GICs/ GCCs started providing end to end services to the clients. Further, proliferation of digital services and a maturing technology ecosystem are actively adding to the growth of GCCs in India. With the availability of a skilled talent pool at competitive pay-scales and affordable infrastructure, India continues to be the top choice for global multinational corporates to set up their centers.

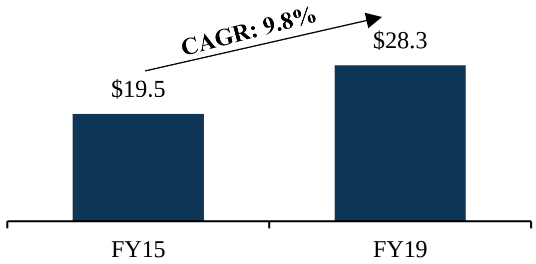
In the last two decades, the rate of establishment of GCCs in India has grown at a CAGR of 9%. India hosted approximately 1,250 GCCs, which employed more than 4.4 million people in FY 2020 (*Source: NASSCOM*). The GCC market size has also increased from US$ 19.4 billion in FY 2015 to US$ 28.3 billion in FY 2019 at a CAGR of 9.9% (*Source: NASSCOM*).

GCC Evolution in India (number of GCCs)



GCC Revenue

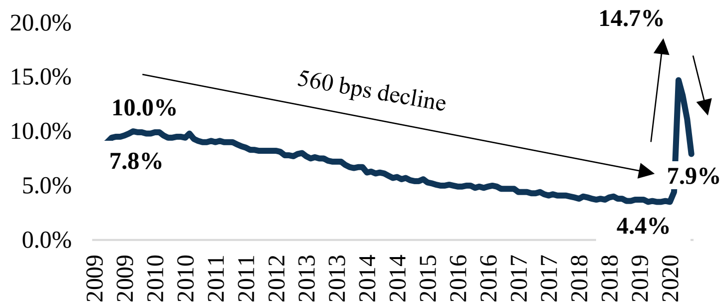
(US$ in billion)



Source: NASSCOM, GCC 3.0 Spotlight on Digital, Partnerships, New Delivery Models and Future Skills

Rising wage levels have further accelerated the growth of GCCs in India. The average hourly wages in the United States increased from US$ 23.2 in 2011 to US$ 29.5 in Q3 2020.

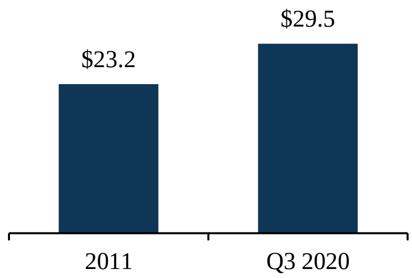
Unemployment Rate in U.S.



Source: U.S. Bureau of Labour Statistics till September 2020

US Average Hourly Wages

(in US$)



Source: U.S. Bureau of Labour Statistics

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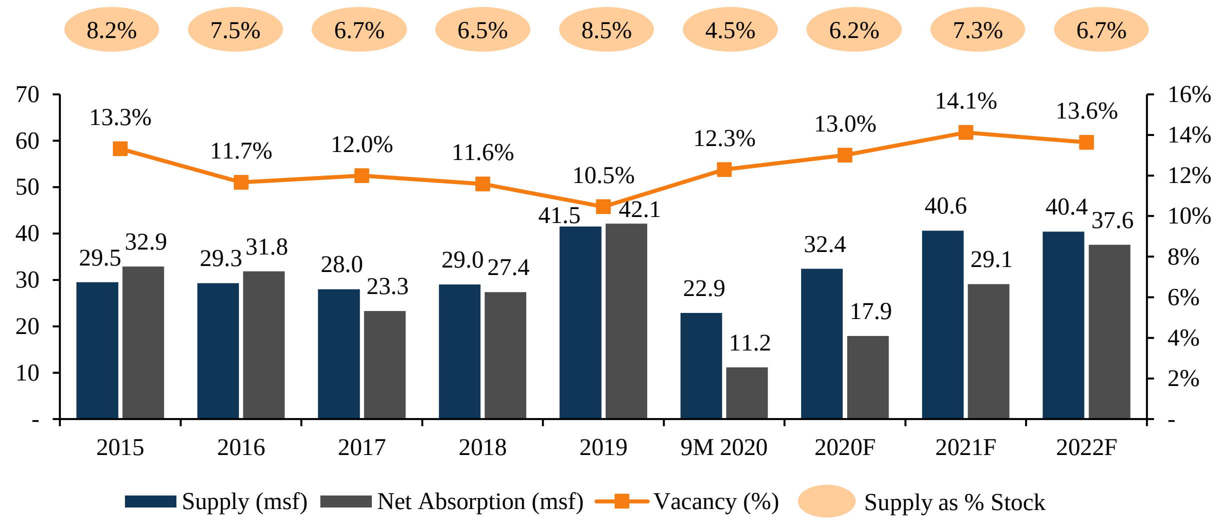
The growth of GCCs has resulted in an increase in demand for real estate. These tenants typically incur approximately ₹2,000 to ₹6,000 psf for fitting out their premises, unlike other developed markets where landlords spend a significant amount of capital expenditure on tenant improvements. Since the tenants invest significant capital on their rented spaces, they are more hesitant to terminate their leases during its tenures, and their duration of occupancy is typically beyond the initial lock-in period of three to five years. Typically, tenants prefer office spaces which offer larger floor plates, amenities and proximity to the talent catchment

Top Seven Indian Office Markets Trend Analysis

Approximately 180.0 msf of new supply had been delivered in the Top Seven Indian Markets between 2015 and Q3 2020. The net absorption was largely in line with the supply and reached a total of approximately 168.6 msf during the same period. The average annual net absorption between 2015 and Q3 2020 was approximately 29 msf.

Between Q4 2020 to 2022, additional supply of approximately 90.5 msf is expected to be delivered in the Top Seven Indian Markets, of which approximately 73.4 msf is expected to be absorbed translating into a forecasted vacancy of 13.6%. The following graph sets forth the supply, absorption and vacancy trends for Top Seven Indian Markets:

India (Top Seven Indian Markets) - Supply, Net Absorption & Vacancy Analysis



Note:

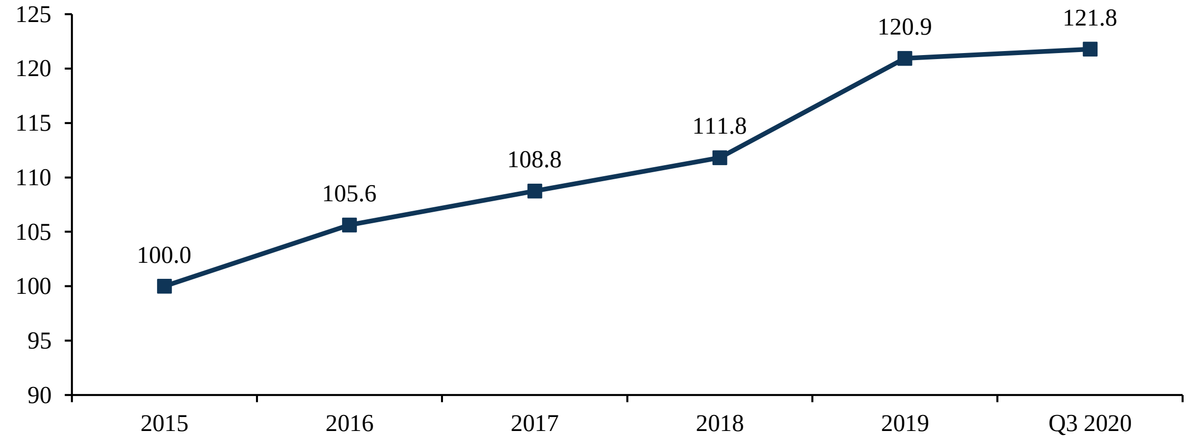
1. *For NCR and Kolkata, the relevant supply has been considered for this analysis excluding the buildings less than 100,000 square feet and applying certain other criteria. Additionally, for Noida within NCR and Kolkata, non-IT buildings have been excluded from supply.*
2. *Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply.*
3. *The net absorption value refers to the net additional leasing activity which has occurred in the year and excludes pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rental Analysis

The combined rentals in the Top Seven Indian Markets have grown at a CAGR of 4.2% between 2015 and Q3 2020. The following chart sets forth rental trend analysis for the Top Seven Indian Markets:

India (Top Seven Indian Markets) - Rental Trend Analysis

(rentals indexed to 100)



Note:

1. *Each of the above presented indexed rentals is a weighted average value (computed on completed stock).*
2. *For NCR and Kolkata, the relevant stock has been considered for this analysis which excludes the buildings less than 100,000 square feet and applying certain other criteria. Additionally, for Noida and Kolkata, non-IT buildings have been excluded from stock.*
3. *The weighted average rentals indexed above denote likely achievable values. Actual achievable rental may vary +/- 10%*

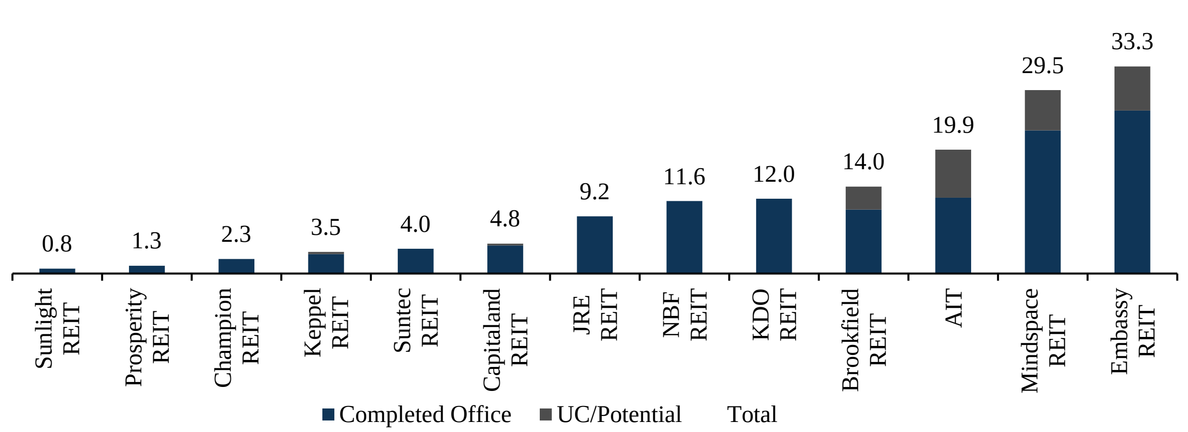
from the considered rentals depending upon negotiations, final structuring of the lease agreement and other parameters.

Prominent Trends in the India Office Market

- *Robust demand for high quality office space*: Young workforce, changing lifestyles and increasing focus on employee productivity drives the occupiers to look for superior quality Grade-A office spaces offering amenities such as food courts, gymnasium and retail facilities.
- *Dominance of established office owners and developers:* Demand for well-managed quality office spaces, long development cycles and corresponding capital requirement favor large well-capitalized office players.

Asian REITs Comparison

(area in msf)

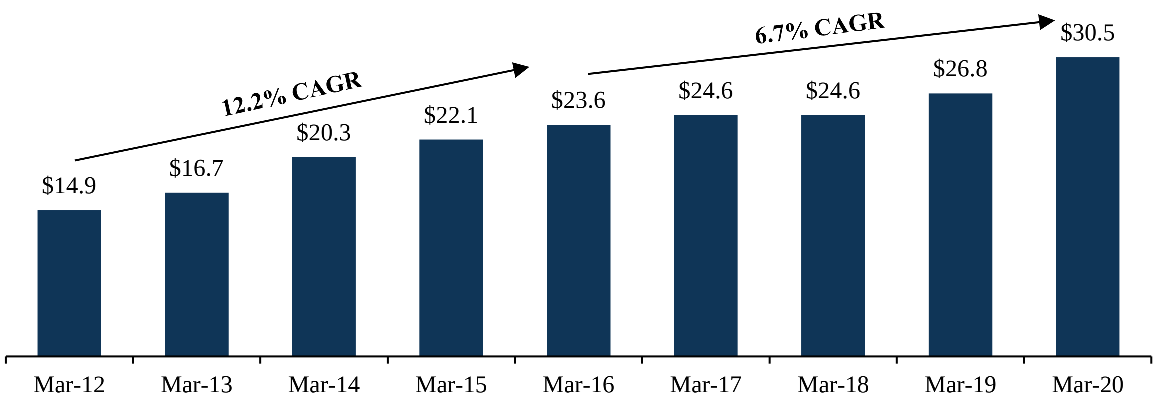


Note:
(1) UC/Potential includes Under Construction Area and Future Development Area.
(2) Area numbers given for aggregate for the REIT. Data is based on information available in the public domain.
(3) KDO REIT represents Kenedix Office Investment Corporation REIT, JRE REIT represents Japan Real Estate Investment Corporation REIT, NBF REIT represents Nippon Building Fund Management REIT and AIT represents Ascendas India Trust.

Further, a more cautious approach taken by banks recently (as illustrated below) for lending to real estate has led to consolidation of supply among the larger developers with established track records. This is likely to accelerate due to: (i) liquidity challenges for high leverage developers; (ii) shift in demand towards capital intensive business parks; and (iii) increase in demand of high quality office space with amenities.

Lending to Commercial Real Estate

(US$ in billion)



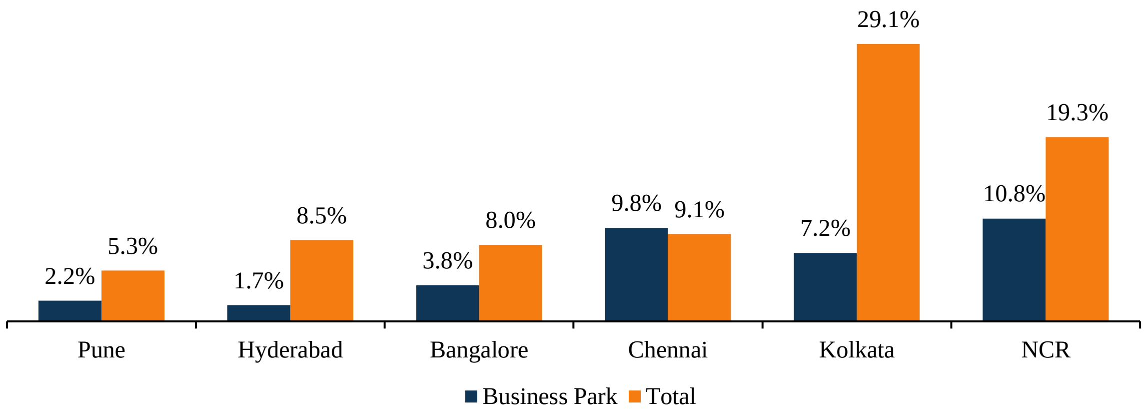
Source: RBI. As per Financial Benchmarks India Private Limited, exchange rate as of March 31, 2020 was ₹75.4 per US$. This has been used as a conversion factor to report the gross outstanding credit (reported to RBI in Rs crores) with commercial real estate sector in US$ billion.

- *Changing profile of tenants:* The scope of work of technology occupiers and GCCs has seen an improvement in quality over the past years. The tenants have moved from low-end support work to high-end value creation such as analytics and artificial intelligence. The changing tenant profile has led to increased focus on quality of office space, amenity mix, and facility management standards. As a result, the new age occupiers have become relatively less sensitive to occupancy costs.

- *Generic*: SEZs and IT parks are among the most preferred office locations for technology companies in India as they are entitled to certain tax benefits, provide opportunities for expansion and consolidation and are equipped with a diverse range of amenities to cater to the employee base of such companies.

- *Consolidation and expansion strategies to business parks:* Companies in India, especially GCCs, have started consolidating their multiple offices to single locations within the city. The consolidation decisions are driven by operational efficiencies, single-location synergies and lower costs through economies of scale. Further, there is a preference to consolidate in large office parks which have the ability to provide expansion space in future through new development or expiration of existing leases. In order to meet social distancing norms in the aftermath of the COVID-19 pandemic, the trend of consolidation in business parks with large open space is likely to accelerate in the medium term.

Vacancy at non strata owned business parks lower than average market vacancy for major cities as on Q3 2020

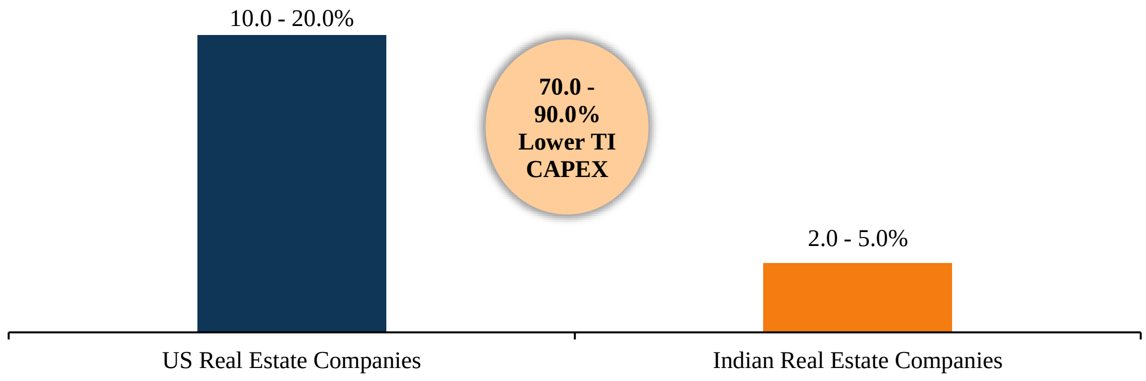


Note: Business Parks are defined as large integrated developments. These parks have large floor plates, ample car parkings, employee engaging amenities with adequate availaibility of open/green area along with certain other features.

- *Tenant relationship strategies:* Tenant relationships in India have improved as organized real estate developers offer integrated quality campuses with developed ecosystem offering amenities such as retail facilities, crèches and food and beverage facilities including food courts, which are in line with the current and potential demand of these tenants. Tenant incentives, such as fully fitted out space, or improvements are not a common market practice in India.

Tenant Improvements Paid by Landlord

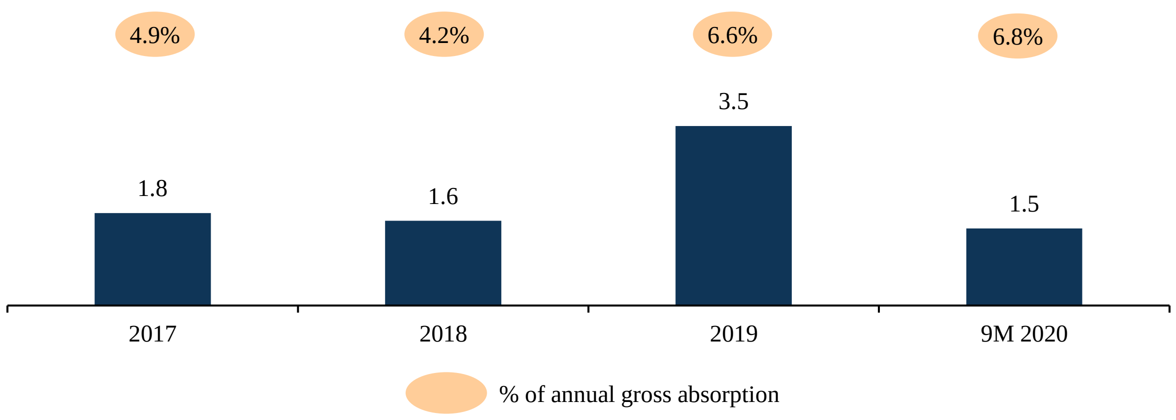
(as a % of rental revenues)



- *Increasing demand from Indian origin IT service companies:* The gross absorption for office space from Indian origin IT firms has increased from 1.8 msf in 2014 to 3.5 msf in 2019 due to: (i) rise in annual employee addition per annum; and (ii) higher adoption of asset light leasing office space as against capital intensive office ownership.

Rising annual gross absorption from Indian IT Firms

(area in msf)



Impact of COVID-19 on the Indian Office markets

In the first half of 2020, COVID-19 spread to a majority of countries across the world. On March 11, 2020, the World Health Organization declared COVID-19 a 'global pandemic'. The COVID-19 pandemic and preventative or protective actions that governmental authorities around the world have taken to counter the effects of COVID-19, including social distancing, office closures, travel restrictions and the imposition of quarantines, have resulted in a period of economic downturn and business disruption, including restrictions on business activities and the movement of people comprising a significant portion of the world's population, including India.

On March 14, 2020, India declared COVID-19 as a "notified disaster" and imposed a nationwide lockdown on March 25, 2020. Also, the Government announced several stimulus measures including for the real estate sector:

- a ₹20 trillion stimulus package (approximately 10% of GDP), including fiscal measures and RBI's monetary stimulus;
- a cut in repo rate by 115 bps from 5.2% on March 26, 2020 to 4% (lowest ever) on May 22, 2020;
- extension of real estate project deadlines under RERA by six months;

- RBI's ₹500 billion liquidity scheme and investment of 50% of the money in housing finance companies (HFCs), small and medium NBFCs; and

- a ₹700 billion worth extension of credit-linked subsidy scheme (CLSS) to the middle class for affordable housing.

The Government has subsequently eased restrictions under Unlock 1.0 to Unlock 5.0 (October 15, 2020) in a phased manner. With the recent introduction of Unlock 5.0, the Indian economy is gearing towards normalization, according to Cushman & Wakefield. As per the directive issued by Ministry of Home Affairs on September 30, 2020, all offices have now been allowed to operate at 50% capacity.

C&WI anticipates that the delay in decision making for expansion by potential tenants along with delay in construction activities would have a short-term impact on the demand and shrinkage in supply resulting in vacancies to continue to remain at the existing levels.

Resilient rentals: The institutional office market is resilient to rent correction as the US$ weighted average rent in India has been in approximately the same range for the last five years.

Supply disruption: Liquidity challenges particularly for high leverage developers will reduce upcoming supply. Further, C&WI expects that on account of the limited availability of raw materials, among other things, there would be a delay in the delivery timeline of the planned future office supply. In December 2019 (pre COVID-19), C&W had projected future supply of 50.1 msf by end of calendar year 2020 which was later reduced to 32.4 msf in September 2020. The supply deferment is in line with the short term disruptions caused due to COVID-19.

Demand recovery within six to 12 months: Delayed closure of ongoing transactions could impact office demand for the next three to six months. However, according to C&WI, office real estate has exhibited resilience to such disruptions due to long term office lease contracts and quality tenant base such as large multinational corporates and Fortune 500 Companies. Green shoots of the demand recovery are visible with both multinational and Indian corporates either selecting new Grade A space or launching request for proposals in Q2 2020 and Q3 2020 across various office markets.

C&WI further expects office demand to recover in six to 12 months led by business continuity spends and increased outsourcing amid tight cash flow scenarios for companies.

De-densification: According to C&WI, there will be re-assessment of portfolios to de-densify the workspace to focus on hygiene and safety norms. Generally, the space per employee was 4 feet X 2 feet. Social distancing norms in the aftermath of the COVID-19 pandemic require six feet between employees and thus space per employee could increase to 6 feet X 2 feet.

Work from home: Savings in real estate expenditure from work from home atleast for the IT service companies would be marginal when compared against the trade offs of having on-site personnel such as building positive office culture, retaining attractive talent, managing workspace morale and lack of connectivity.

According to C&WI, many industries have been impacted by the pandemic, however, certain industries such as aviation, education, entertainment and events, food and beverage, co-working and hospitality are among the ones which would be severely impacted.

Brookfield REIT Markets

The Brookfield REIT comprises of Grade-A commercial assets located in four major cities - Mumbai, Gurugram, Noida and Kolkata. These cities have exhibited strong economic fundamentals, healthy demand across sectors and quality supply addition of office space which are critical drivers for real estate sector. The office stock in Gurugram, Noida and Kolkata have been segmented into non strata and strata owned for detailed comprehension of office stock comparable to Brookfield REIT. Non strata owned office stock constitutes office developments which have controlled ownership and are conducive for institutional level participation. Strata office stock on the other hand has multiple ownership for a single office development (the stake of each ownership in such developments is minimal). Certain key highlights of the Brookfield REIT Markets are as follows:

Particulars	Mumbai	Gurugram	Noida	Kolkata
Total completed stock (Q3 2020)	94.7 msf	35.0 msf	14.5 msf	6.9 msf
Current occupied stock (Q3 2020)	77.1 msf	30.9 msf	12.4 msf	6.4 msf
Current vacancy (Q3 2020)	18.6%	11.9%	14.4%	7.9%

Particulars	Mumbai	Gurugram	Noida	Kolkata
Average annual net absorption (2015 – Q3 2020)	4.4 msf	1.7 msf	0.8 msf	0.2 msf
Future supply (Q4 2020E – 2022E)	**13.0 msf**	**6.3 msf**	**1.9 msf**	**0 msf**

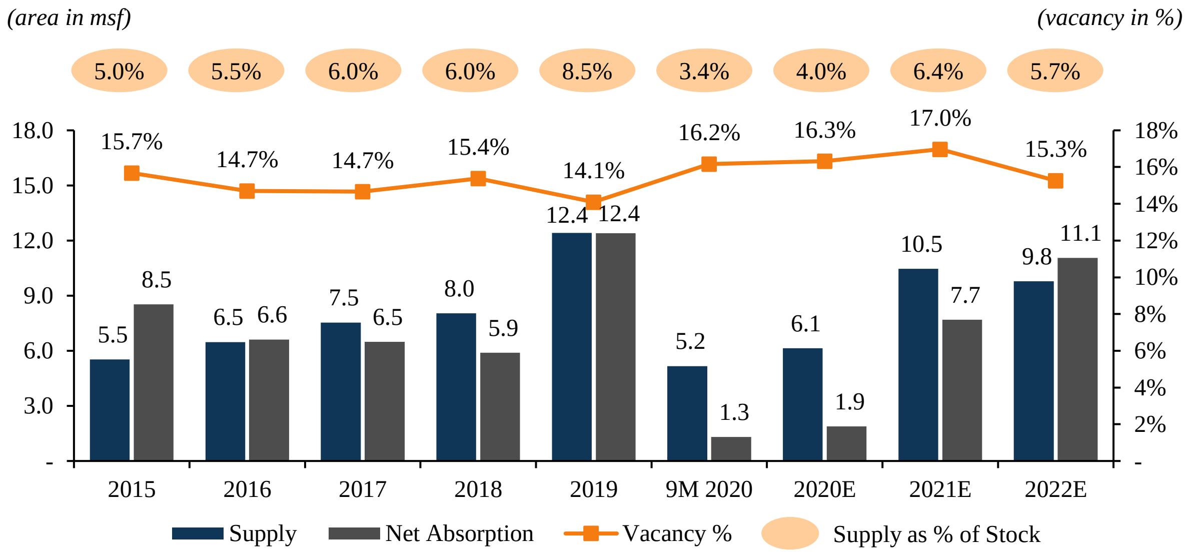
Note:

1. *Only the relevant supply of Gurugram, Noida and Kolkata have been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned office developments and applying certain other criteria. Additionally, for Noida and Kolkata, non-IT buildings has been excluded from supply.*

Supply, Absorption, Vacancy Trends in the Brookfield REIT Markets

The Brookfield REIT Markets have exhibited strong market dynamics with robust absorption and limited high-quality supply resulting in lower vacancy levels and robust rental growth during the last five years. Between 2015 and Q3 2020, 45.2 msf of non strata owned supply was delivered in the Brookfield REIT Markets, while the net absorption was 41.2 msf. The following graph sets forth the supply, absorption and vacancy trends for the Brookfield REIT Markets:

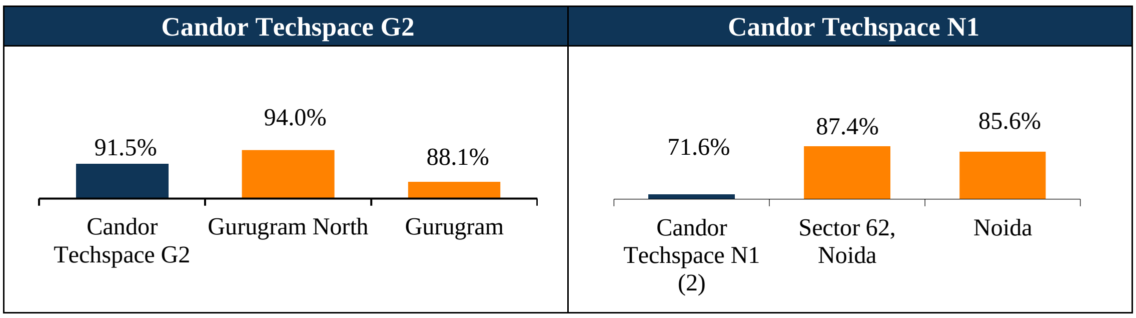
Brookfield REIT Markets - Office Market Trends

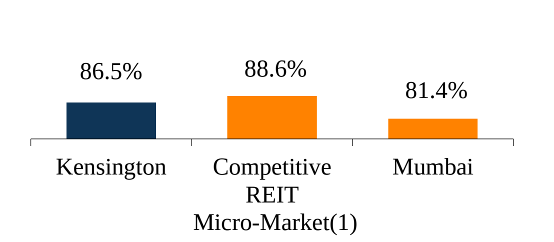
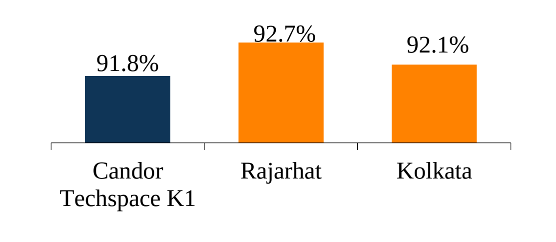


Note:

1. *Only the relevant supply has been considered for this analysis which excludes the buildings less than 100,000 square feet and applying certain other criteria. Strata owned office stock in Gurugram, Noida and Kolkata have been excluded from supply. Additionally, for Noida and Kolkata, non-IT buildings has been excluded from supply.*
2. *Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply.*
3. *The net absorption value refers to the net additional leasing activity which has occurred in the year and excludes pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Brookfield REIT Markets – Occupancy Trends



Kensington	Candor Techspace K1
	

Note:
1. *Competitive REIT micro-market for Kensington comprises Andheri, Powai, Malad, Goregaon and eastern suburbs.*
2. *As on Q1 2020, Candor Techpsace N1 occupancy was 100%, sector 62, Noida had 95.6% occupancy and Noida had 91.7% occupancy.*
3. *Only the relevant supply has been considered for this analysis which excludes the buildings less than 100,000 square feet and applying certain other criteria. Strata owned office stock in Gurugram, Noida and Kolkata have been excluded from supply. Additionally, for Noida and Kolkata, non-IT buildings has been excluded from supply.*
4. *Occupancies reported as of September 30, 2020.*

1. *Mumbai Region*

Mumbai is the financial capital of India with headquarters of most of the large corporates across all sectors. The city has excellent transport infrastructure and is well connected globally. Major industrialization in the last three decades has made Mumbai one of the most favoured destinations for investment in India. The city has business opportunities across sectors and is becoming a major center for services and outsourcing industries, including IT related services. The government has announced a host of policies to support the services and technology sector in the state of Maharashtra and Mumbai has emerged as one of the key beneficiaries. The key drivers of demand for office space in the Mumbai Region are as follows:

- *Financial capital and services hub*: Mumbai houses the headquarters and corporate offices of firms/ corporates across sectors. With increasing expansion and growth, the demand for quality office space is increasing gradually.

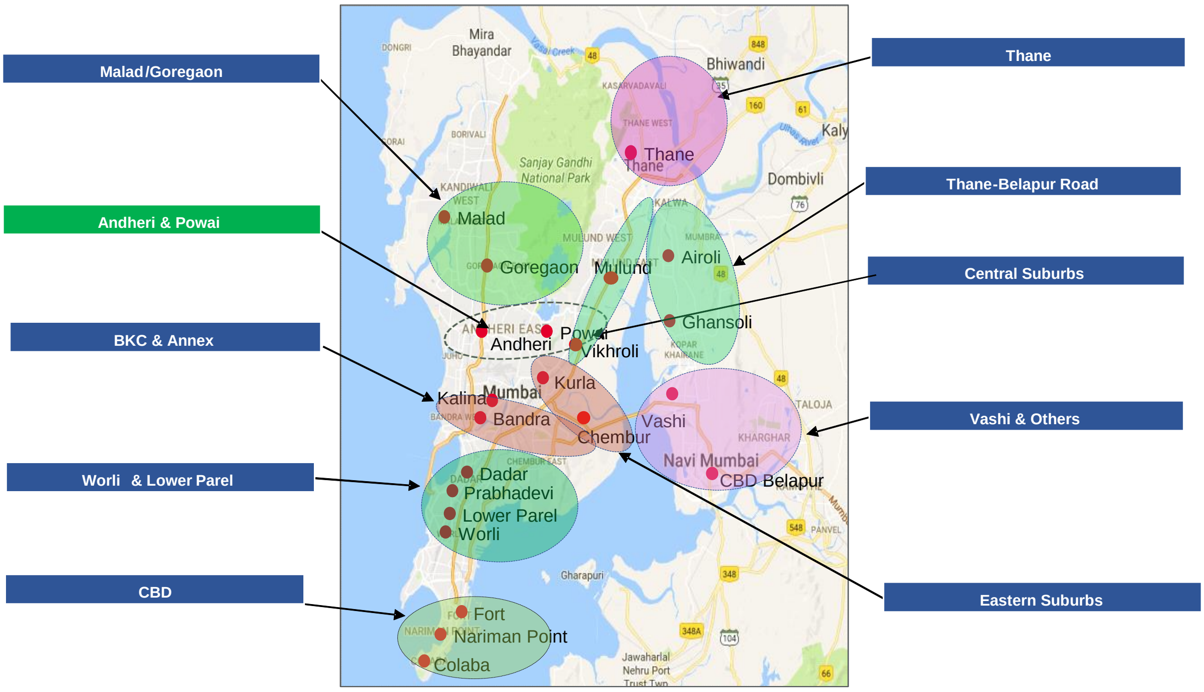
- *Social infrastructure*: Mumbai has established educational institutions and colleges across specializations, malls, hospitals and hotels.

- *Transport infrastructure*: Mumbai is well connected by road and rail. Mumbai has the second busiest airport in India connecting to 61 domestic and 48 international destinations. Mumbai Region also has the largest container port of India.

- *Ongoing and planned infrastructure projects*: Key initiatives include: (i) a US$ 12 billion proposed investment from 2019 to 2024 for the Navi Mumbai International Airport (expected to be completed by 2022, with a capacity of 60 million passengers per annum (*Source: CIDCO*); (ii) multiple metro lines (172 km of metro lines is expected to be operational, in phases, by 2022, which is expected to enhance connectivity; (iii) various road projects, (including proposed 29.2 km coastal road, which would be an 8-lane road along the western coastline of Mumbai, which would further enhance north-south connectivity and 21.8 km Mumbai Trans Harbour Link) (*Source: https://cidco.maharashtra.gov.in/navi_mumbai_airport*); and (iv) the monorail.

Mumbai Region Office Market

The Mumbai Region office market consists of ten micro-markets: Central Business District ("**CBD**"), Andheri and Powai, Thane-Belapur Road, Malad-Goregaon, Worli-Lower Parel, Bandra Kurla Complex ("**BKC**") and Annex, Thane, Central Suburbs, Eastern Suburbs and Vashi and others. The map below reflects the commercial hubs of the Mumbai Region:



Note: The map is not to scale.

The Mumbai Suburbs consists of four micro-markets - Andheri and Powai, Malad - Goregaon, Eastern Suburbs and Central Suburbs. The table below sets forth the statistics of CBD and the Mumbai Suburbs micro-markets:

Particulars	Mumbai -Overall	CBD	Andheri and Powai [1]	Malad - Goregaon	Eastern Suburbs	Central Suburbs	Competitive REIT[2]
Total completed stock till Q3 2020 (msf)	94.7	2.1	20.7	13.5	5.5	5.6	16.3
Current occupied stock till Q3 2020(msf)	77.1	1.9	17.1	11.1	4.8	3.6	14.5
Current Vacancy Q3 2020 (%)	18.6%	6.8%	17.1%	18.0%	13.3%	36.6%	11.4%
Avg. Annual Absorption - 2015 – Q3 2020 (msf)	4.4	0.01	0.6	0.5	0.3	0.3	0.6
Future Supply – Q4 2020 – 2022 (msf)	13.0	0.0	0.7	2.3	0.5	0.2	2.8
Rental CAGR (2015 -Q3 2020)	**1.4%**	**(0.6%)**	**2.6%**	**3.1%**	**5.1%**	**0.8%**	**4.4%**

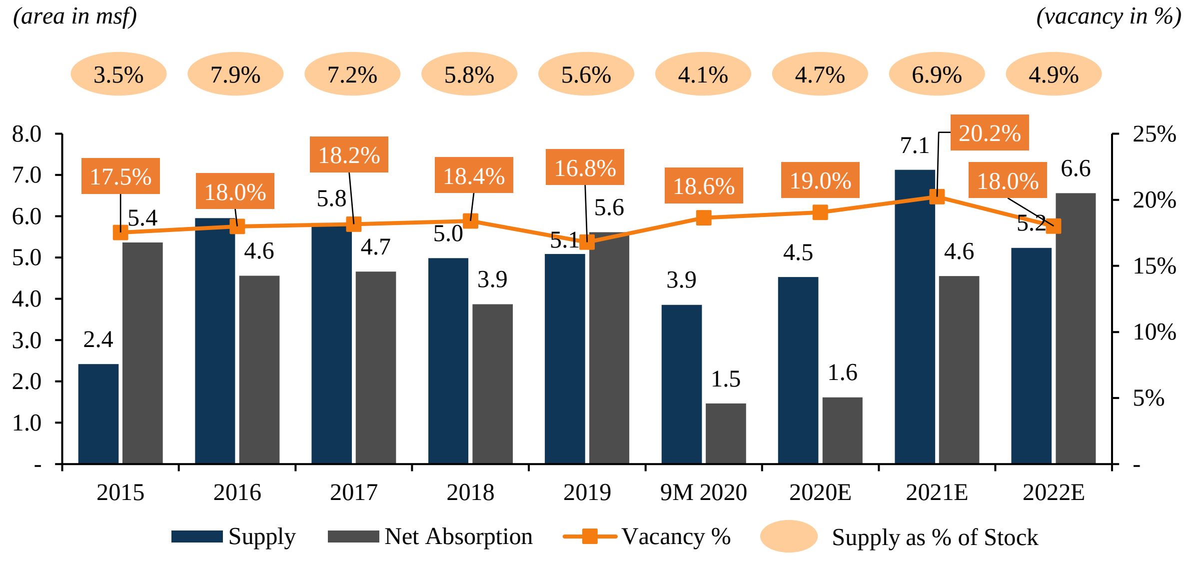
Note:

1. *Kensington is located in this micro-market.*
2. *A competitive REIT micro-market (comprising Andheri, Powai, Malad, Goregaon and Eastern Suburbs) has been created for the purposes of comparison to Kensington which consists of peer set i.e. large corporate parks and certain other additional criteria.*

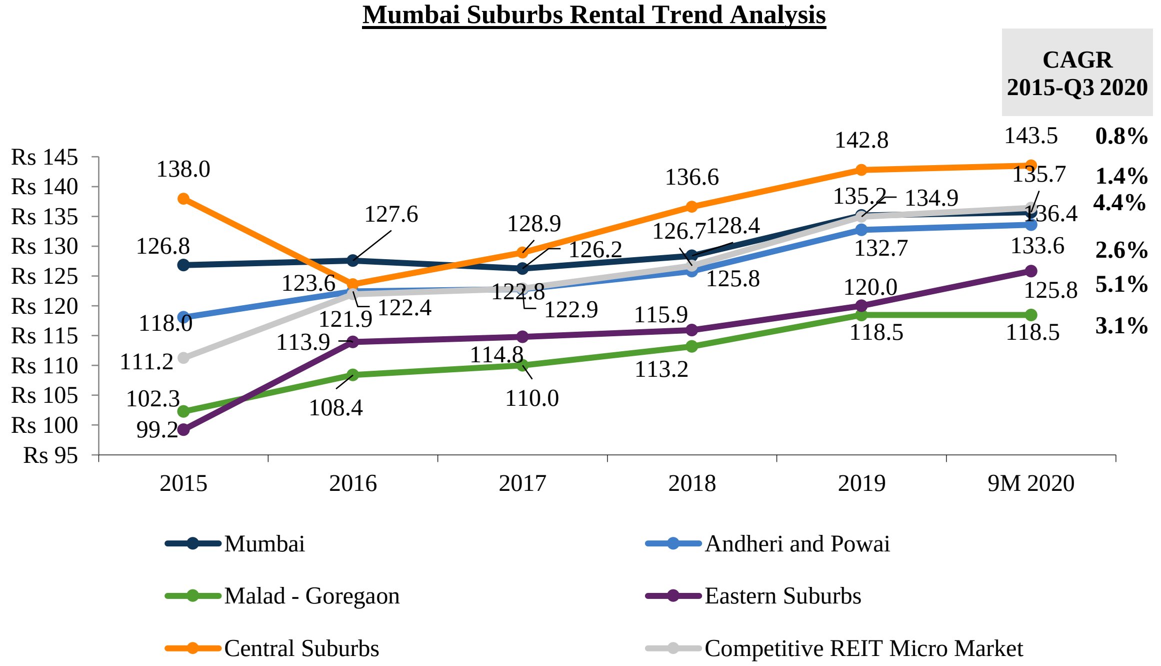
Mumbai Region: Supply, Absorption, Vacancy and Rental Trend Analysis

As of Q3 2020, Mumbai is the second largest office market in India by total stock. Historically, Mumbai has seen higher vacancy levels which has been mainly due to some of the low performing micro-markets. However, in recent years, with rationalization of supply, vacancies declined till CY2019. Between 2015 and Q3 2020, Mumbai has seen a total supply of 28.1 msf and total absorption of 25.5msf.

Mumbai Region - Office Market Trends



Mumbai Suburbs Rental Trend Analysis

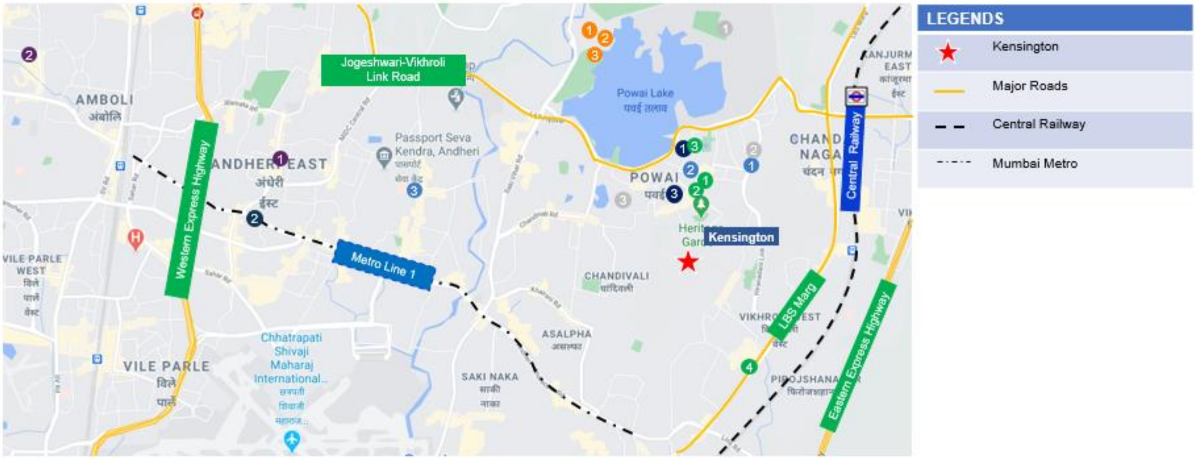


Note:

1. *The rentals are in Rs psf/ month and based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals presented above are weighted average values on completed stock.*

1A. Competitive REIT micro-market: Comparable set of buildings in Andheri and Powai, Malad and Goregaon and Eastern Suburbs

The Competitive REIT micro-market is amongst the most established commercial micro-market in Mumbai with several commercial, residential and other social projects. Kensington is the only private IT/ITeS SEZ in this micro-market and is located in close proximity to talent pool catchment area with good accessibility and connectivity with the major hubs and transport nodes. Demand for office space in this micro-market has significantly increased over the last few years due to larger properties, improving infrastructure, availability of quality affordable residences and excellent connectivity to other parts of Mumbai. The following map sets forth the social infrastructure of the Competitive REIT micro-market:



Note: The map is not to scale.

Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Under Construction Office Developments	Hospitality Developments	Higher Education Institutions
1. Delphi (1.4 km)	1. Hiranandani Hospital (1.5 km)	1. Galeria (1.6 km)	1. Lodha Supremus (6.5 km)	1. Ramada Plaza (4.8 km)	1. IIT Powal (4.0 km)
2. Kanakia Wall (7.8 km)	2. Hiranandani School (1.4 km)	2. Haiko (1.5 km)	2. Parinee i (11.0km)	2. Renaissance Hotel (4.5 km)	2. IBS Business School (2.0 km)
2. Ventura (2.4 km)	3. Sevenhills Hospital (7.2 km)	3. Binge Central (1.4 km)		3. Lakeside Chalet (4.5 km)	3. Chandrabhan Sharma College (2.0 km)
		4. R-City Mall (4.3 km)			
Key Commercial Developments	Social Infrastructure	Lifestyle Infrastructure	Under Construction Commercial Developments	Hospitality Developments	Higher Education Institutions

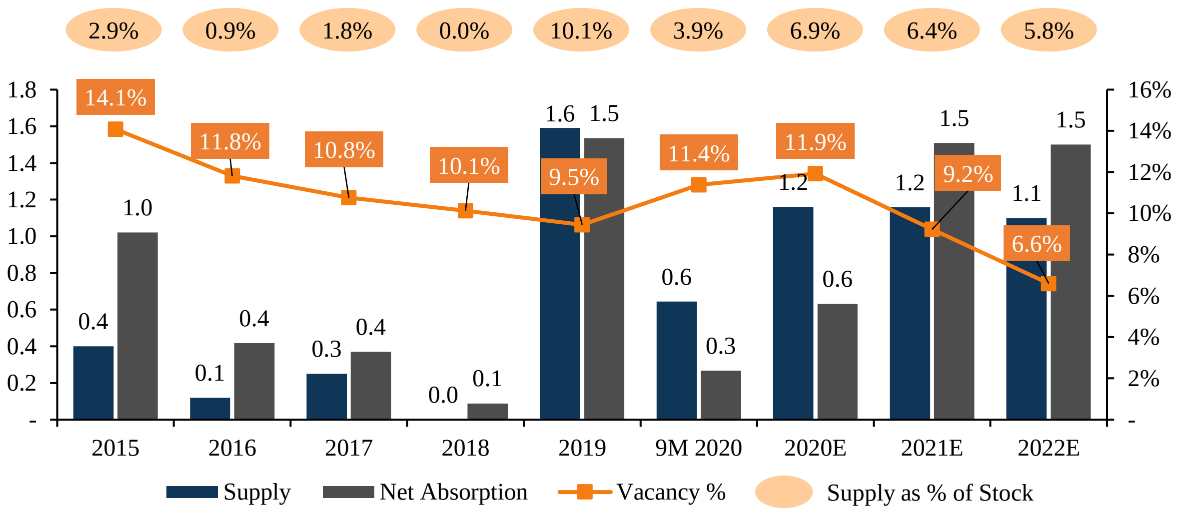
Absorption in Competitive REIT micro-market has consistently outpaced the total supply which has led to vacancies declining to 11.4% in Q3 2020 from 14.1% in 2015 which is further expected to decline to 6.6% by 2022. Demand for office space in this micro-market has significantly increased over the last few years due to larger properties, improving infrastructure, availability of quality residences and excellent connectivity to other parts of Mumbai. The major attraction of this micro-market also attracts demand from large GCCs and professional service organizations, both in technology and financial services sector for their expansion and consolidation strategies.

Between Q4 2020 and 2022, a total of 2.8 msf of supply is expected in this micro-market against a demand of 3.4 msf. With increasing demand, the rentals in this micro-market have seen a stable growth and have grown at a CAGR of 4.4% between 2015 and Q3 2020.

The following graph represents historical supply, absorption and vacancy levels along with upcoming supply of the Competitive REIT micro-market:

Competitive REIT Micro-Market - Office Market Trends

(area in msf) *(vacancy in %)*

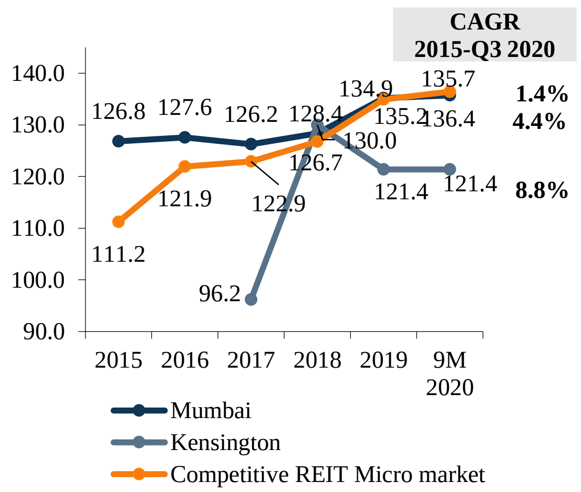


Note:

1. *Future supply estimates are based on analysis of under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply. Vacancy estimates are based on supply and absorption trend.*
2. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rental Trend Analysis

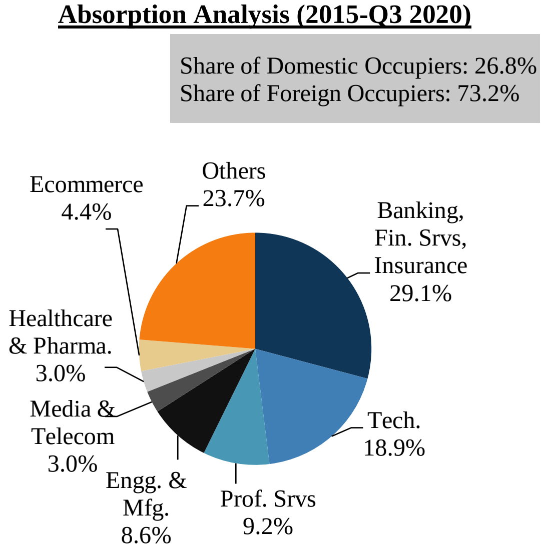
(in Rs psf/ month)



Note:

1. *The rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters*
2. *Rentals for Kensington have been sourced from Brookprop Management Services Private Limited. These are actual transacted rentals which include fresh leases, term renewals and space extension by existing tenants. The rental CAGR for Kensington depicted above, is from 2017 to Q3 2020.*
3. *Rentals presented above are weighted average values on completed stock.*

Competitive REIT Micro-Market – Sectoral Absorption Analysis (2015-Q3 2020)



Note:

1. *Others include tenants involved in hospitality, logistics and shipping, fast moving consumer goods, retail and real estate and related services. The sectoral absorption analysis is based on gross absorption activity of the Competitive REIT micro-market including any relocations or consolidations.*
2. *Transactions with more than 10,000 square feet area have been considered for domestic and foreign occupiers analysis.*

2. *Gurugram, National Capital Region*

Gurugram, the millennium city of India, is the second largest urban catchment in Delhi, NCR. The key drivers of demand for office space in Gurugram are:

- *Superior Infrastructure and Connectivity:* The city is on the south-west boundary of Delhi and as a result, well connected to other parts of NCR. The city is well planned and has a wide arterial road network and a well-spread metro system, which makes it a conducive location for the workforce all across Delhi NCR.
- *Proximity to International Airport:* The city is in proximity to the Delhi International Airport and hence enables easy access for business travel.
- *Presence of social and lifestyle infrastructure:* Gurugram offers a rich mix of social and lifestyle infrastructure, with best-in-class schools, hospitals, malls and food and beverage hubs.
- *Access to educated talent pool:* As Gurugram is well connected and has an elaborate employer landscape, it attracts skilled manpower from all major Indian cities. Further, the city offers a reasonable cost of living.
- *Healthy mix of commercial, IT/ITES and SEZ developments:* Gurugram offers a mix of commercial, IT/ ITES and SEZ office space and hence attracts the occupier base across categories.

Gurugram is the largest office market in North India by total supply and absorption. The total office stock in Gurugram is approximately 52 msf. There are very few properties that are of comparable quality to Candor Techspace G2. The overall market is characterized by double digit vacancies due to high vacancy levels in numerous properties having strata ownership. The non strata owned office stock of 35.0 msf has significantly outperformed strata owned office stock of 17.2 msf. The vacancy of non strata owned office stock at 11.9% is significantly lower than the vacancy of strata owned office stock at 33.1%. During the last five years, the rental CAGR of non strata owned office stock at 4.4% was higher than the rental CAGR at 0.8% of strata owned assets.

The table below highlights the key statistics of Gurugram's overall market:

Particulars	Non Strata Owned	Strata Owned	Overall Assets
Total completed stock (till Q3 2020) (msf)	35.0	17.2	52.2
Current occupied stock (till Q3 2020) (msf)	30.9	11.5	42.4
Current vacancy (till Q3 2020)	11.9%	33.1%	18.9%
Average annual absorption (2015 – Q3 2020) (msf)	1.7	0.7	2.4
Future supply (Q4 2020E – 2022E) (msf)	6.3	2.9	9.2
Rental CAGR (2015 – Q3 2020) (%)	**4.5%**	**0.8%**	**3.3%**

Note:
1. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Vacancy and net absorption numbers are computed on the relevant stock.*
4. *The future supply estimates are based on analysis of proposed and under construction buildings.*
5. *Strata owned office stock has been excluded.*

The table below highlights the key statistics of non strata owned office stock in Gurugram's micro-markets:

Particulars	*Gurugram North	Gurugram South	Rest of Gurugram	Gurugram-overall
Total completed stock (till Q3 2020) (msf)	22.6	5.1	7.4	35.0
Current occupied stock (till Q3 2020) (msf)	21.2	4.7	4.9	30.9
Current vacancy (till Q3 2020)	6.0%	7.4%	33.0%	11.9%
Average annual absorption (2015 – Q3 2020) (msf)	0.7	0.4	0.6	1.7
Future supply (Q4 2020E – 2022E) (msf)	0.8	2.1	3.4	6.3
Rental CAGR (2015 – Q3 2020) (%)	**6.0%**	**4.8%**	**3.6%**	**4.5%**

* *Candor Techspace G2 is located in this micro-market.*

Note:
1. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet, excluding strata owned office stock and applying certain other criteria.*

3. *Vacancy and net absorption numbers are computed on the relevant stock.*
4. *The future supply estimates are based on analysis of proposed and under construction buildings.*

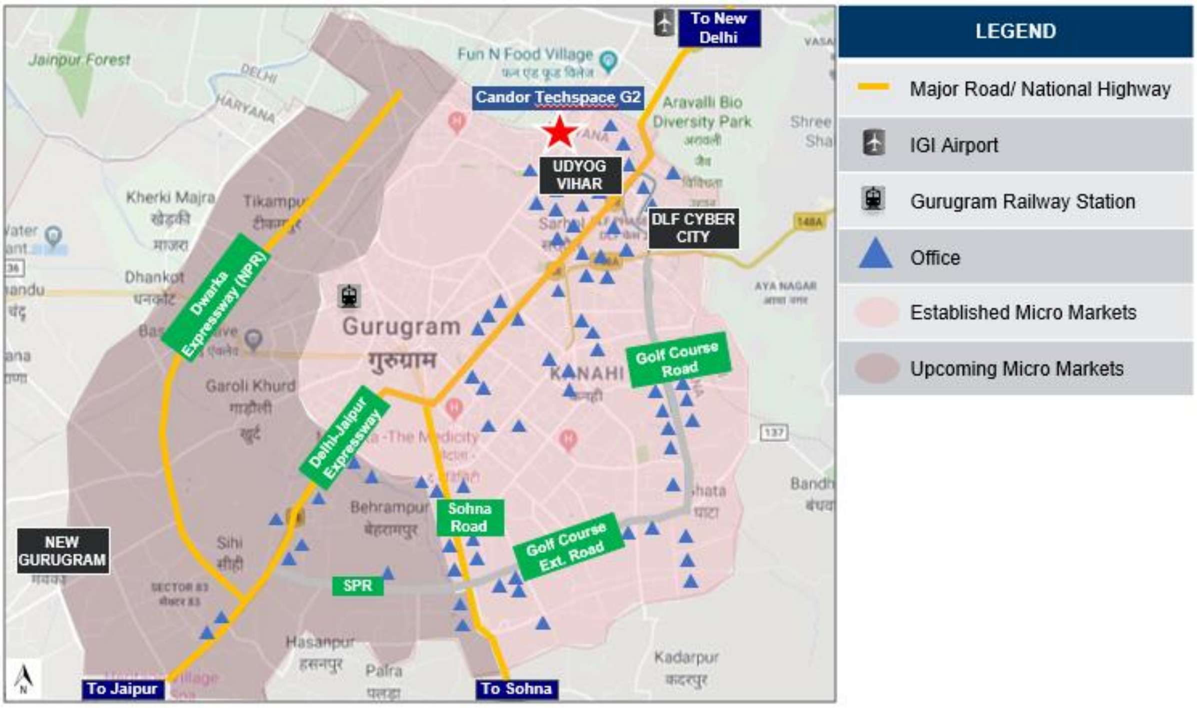
Gurugram micro-markets are defined as:

- Gurugram North: NH-48 starting from Ambience Mall till IFFCO Chowk covering up to 3 km of motorable distance on each side from NH-48 and MG Road;

- Gurugram South: NH-48 starting from IFFCO Chowk till Hero Honda Chowk covering up to 3 km of motorable distance on each side from NH-48, Golf Course Road and Sohna Road.

- Rest of Gurugram: Golf Course Extension Road, Gurugram Faridabad Road, Southern Peripheral Road, New Gurugram, Northern Periphery Road and the geographical stretch of NH-48 beyond Hero Honda Chowk covering up to 3 km of motorable distance on each side from NH-48.

The following map depicts the overall Gurugram market and location of Candor Techspace G2:



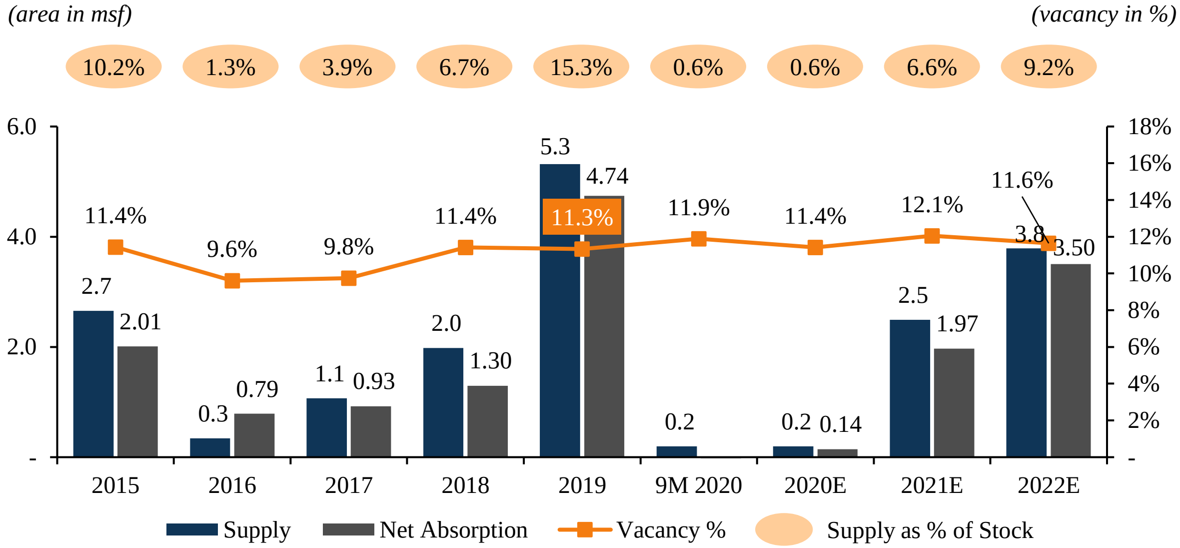
Note: Map not to scale.

Gurugram: Non Strata Owned Office Market Supply, Absorption, Vacancy and Rental Trends

High quality non strata owned properties in Gurugram get absorbed shortly after completion and the space take-up correlates directly with delivery of new supply, as demonstrated by the trend in last five years. During this period, Gurugram non strata owned office stock witnessed a healthy rental growth with a CAGR of 4.5%. The year 2019, in particular, was a landmark period for the market with net absorption of over 4.7 msf of available office stock, improving the market depth and rental levels.

The new supply is expected to rationalize over the next two years while the demand is expected to remain robust driven by technology companies and financial institutions. These trends are expected to further reduce the vacancy levels and create favorable dynamics for rent growth.

Gurugram – Non Strata Owned Office Market Trends

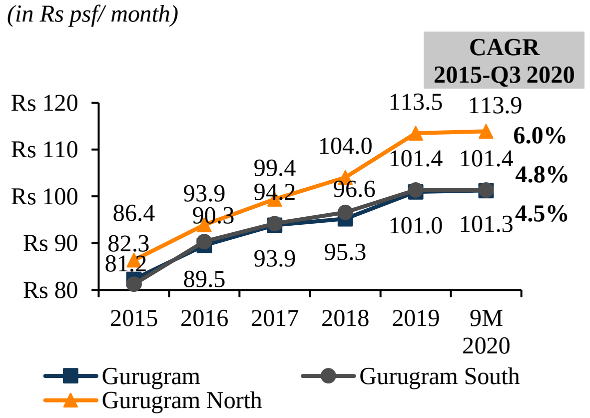


Note:

1. *Only the relevant stock has been considered for this analysis which excludes the buildings less than 100,000 square feet, strata owned and applying certain other criteria.*
2. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
3. *Future supply estimates are based on analysis of under construction buildings, however future absorption estimates are derived from past trends, current vacancy and estimated supply.*
4. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rental Trend Analysis of Non Strata Owned Office Stock

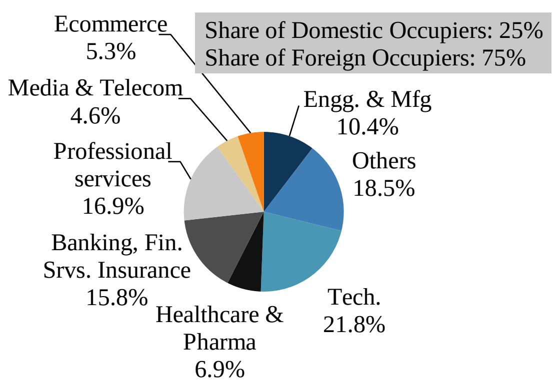
(in Rs psf/ month)



Note:

1. *The rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals for Candor Techspace G2 have been sourced from Brookprop Management Services Private Limited (except for Candor Techspace G2 Q3 2020 rentals). These are actual transacted rentals which include fresh leases, term renewals and space extension by existing tenants. In Q3 2020, Candor Techspace G2 witnessed a lease renewal at a rental of ₹92 per sqft/ month for the area of 283,827sq ft. Hence, based on CAGR achieved for Candor Techspace G2 (2015-Q1 2020), C&WI research and data provided by Brookprop*

Gurugram – Non Strata Owned Sectoral Absorption Analysis (2015-Q3 2020)



Note:

1. *Only the relevant stock has been considered for this analysis which means excluding the buildings less than 100,000 square feet, strata owned and applying certain other criteria.*
2. *Others include tenants involved in automobile, education, fast moving consumer goods, logistics and shipping, aviation, real estate & related services. The sectoral absorption analysis is based on gross absorption activity of Gurugram's non strata owned relevant stock i.e. including any relocations or consolidations.*
3. *Transactions with more than 10,000 square feet area have been considered for domestic and foreign occupiers analysis.*

Management Services Private Limited, the Q3 2020 Candor Techspace G2 rental is considered as ₹84 per sq.ft./month.

3. *Rentals presented above are weighted average values on completed stock.*
4. *Only the relevant stock has been considered for this analysis which excludes the buildings less than 100,000 square feet, strata owned and applying certain other criteria.*
5. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*

2A. Gurugram North CBD

Located at the Delhi-Gurugram border, Gurugram North is the largest office micro-market of Delhi NCR and the central business district of Gurugram. Due to its close proximity to Delhi, easy access to the international airport, and availability of large office parks, the micro-market has established itself as a location of choice for high value operations of large multinational corporates. Apart from Candor Techspace G2, the micro-market houses some of the renowned office complexes in India such as the DLF Cybercity. The micro-market also has limited availability of large land parcels which has restricted new development. Candor Techspace G2 is uniquely positioned in this micro-market due to its campus-style development and being one of the largest office SEZ of Gurugram in terms of leasable area.

The following map sets forth the social infrastructure of the Gurugram North micro-market:

Note: The map is not to scale.

The DMRC Yellow Line metro is proposed to be extended from HUDA City Centre to Udyog Vihar, via Old Gurugram and finally terminating at DLF Moulsari Avenue rapid metro station. However, exact locations of metro stations are yet to be finalized. Also, a station for Delhi–Alwar Regional Rapid Transit System is proposed at Old Delhi – Gurugram road in Udyog Vihar near Candor Techspace G2. The source for the said metro routes is the information available in the public domain and may differ subject to final approvals.

Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Upcoming Office Developments	Hospitality Developments	Higher Education Institutions
1. DLF Cyber City (3.2 km)	1. Rotary Public School (1.5 km)	1. DLF Cyber Hub (3.2 km)	1. DLF Hines JV (2.5 km)	1. Hotel Hyatt Place (1.8 km)	1. North cap University (3 km)
2. DLF Cyber Park (2.1 km)	2. Swiss Cottage School (4 km)	2. Ambience Mall (6.6 km)		2. Oberoi / Trident Hotel (2 km)	2. ICFAI Business School (0 km)
3. RMZ Crest (4 km)	3. Columbia Asia Hospital (4.2 km)	3. MGF Metropolitan (7.2 km)		3. The Leela Ambience (6.6 km)	3. Fairfield Institute of Management & Technology (2.4

Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Upcoming Office Developments	Hospitality Developments	Higher Education Institutions

km)

Key Office Developments · Social Infrastructure · Lifestyle Infrastructure · Upcoming Office Developments · Hospitality Developments · Higher Education Institutions

Gurugram North: Non Strata Owned Office Market Trends

Particulars	Details
Total Completed Stock till Q3 2020 (msf)	Approximately 22.6 msf
Current Occupied Stock till Q3 2020 (msf)	Approximately 21.2 msf
Current Vacancy Q3 2020 (%)	Approximately 6.0%
Avg. Annual Net Absorption – (2015 – Q3 2020) (msf)	Approximately 0.7 msf
Future Supply – Q4 2020 E – 2022 E (msf)	Q4 2020: Approximately 0.0 msf 2021: Approximately 0.05 msf 2022: Approximately 0.8 msf
Rental CAGR (2015 – Q3 2020) (%)	**6.0%**

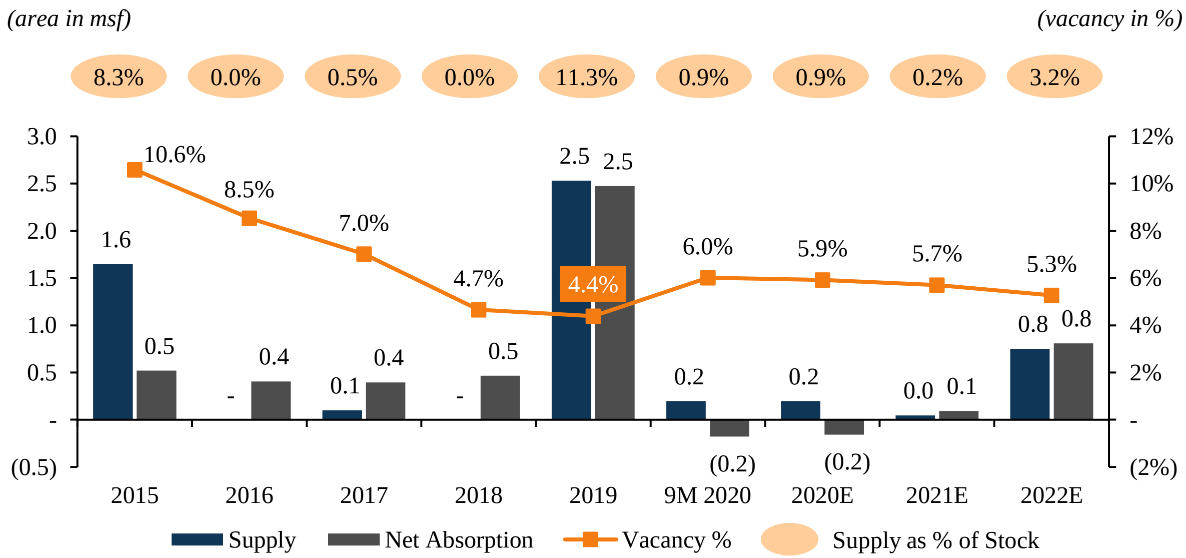
Note:

1. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Vacancy and net absorption numbers are computed on the relevant stock.*
4. *The future supply estimates are based on analysis of proposed and under construction buildings.*
5. *Strata owned office stock has been excluded.*

Gurugram North: Non Strata Owned Office Market Supply, Absorption, Vacancy and Rental Trends

Demand has outpaced supply in Gurugram North since 2015 resulting in a steep vacancy decline to approximately 6.0% as of Q3 2020. The micro-market benefits the occupiers and their employees due to its unparalleled location, established lifestyle infrastructure and high end residential catchment. Further, consolidation of stock among large established complexes such as DLF Cybercity and Candor Techspace G2 have maintained the profile of the micro-market translating into quick leasing and consistent rent growth at a CAGR of 6.0% over the last five years. Candor Techspace G2, due to its unique campus positioning, has outperformed the micro-market in terms of rental growth over the last five years while maintaining high occupancies.

Gurugram North – Non Strata Owned Office Market Trends

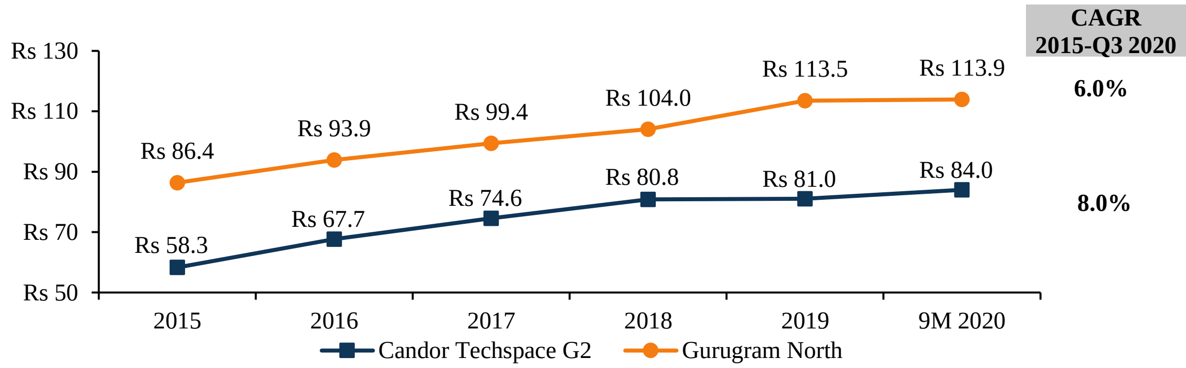


Note:

1. *Only the relevant stock has been considered for this analysis which means excluding the buildings less than 100,000 square feet, strata owned and applying certain other criteria.*
2. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
3. *Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived from past trends, current vacancy and estimated supply.*
4. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rental Trend Analysis – Candor Techspace G2 and Non Strata Owned Stock in Gurugram North

(in Rs psf/ month)



Note:

1. *Gurugram North rentals shown above denote likely achievable values. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals for Candor Techspace G2 have been sourced from Brookprop Management Services Private Limited (except for Candor Techspace G2 Q3 2020 rentals). These are actual transacted rentals which include fresh leases, term renewals and space extension by existing tenants. In Q3 2020, Candor Techspace G2 witnessed a lease renewal at a rental of ₹92 per sqft/ month for the area of 283,827 sq. ft. Hence, based on CAGR achieved for Candor Techspace G2 (2015-Q1 2020), C&WI research and data provided by Brookprop Management Services Private Limited the Q3 2020 Candor Techspace G2 rental is considered as ₹84 per sq.ft./month.*
3. *Rentals presented above are weighted average values on completed stock.*
4. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned and applying certain other criteria.*
5. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*

3. *Noida, National Capital Region*

Noida is a key urban cluster in Delhi NCR. The key drivers of demand for office space in Noida are:

- *Superior Infrastructure and Connectivity:* Noida is well connected to other parts of Delhi NCR through a robust road and metro network, which makes it a conducive location for the workforce. Noida has superior physical infrastructure as it was planned ahead of real estate development.

- *Upcoming Airport:* The recently announced Jewar airport is expected to be operational by 2024, which will be favorable for office demand outlook and attract large multinational corporates to Noida.

- *Technology hub:* Noida has a notable presence of technology and outsourcing centers of various corporates, alongside clusters of media houses, electronics manufacturers and large public sector undertakings.

- *Lower occupation cost:* Noida has availability of residential and office spaces at significantly low rentals and capital values compared to Delhi and Gurugram. This translates into attractive occupancy costs for tenants and an affordable cost of living for their employees.

- *Access to educated talent pool:* With proximity to both Delhi and Gurugram, Noida also attracts skilled manpower from major North Indian cities.

While there is 18.1 msf of Grade-A stock in the market, very few properties are of comparable quality to Candor Techspace N1. Majority of competing office properties are either sub-institutional grade or strata-held, which creates favorable dynamics for high quality real estate. The non strata owned office stock of 14.5 msf has significantly outperformed strata owned office stock of 3.6 msf. In Q3 2020, the vacancy levels of non strata owned office stock was 14.4% which was significantly lower than the vacancy of strata owned office stock at 37.4%. During the last five years, the rental CAGR of non strata owned office stock at 5.7% was higher than the rental CAGR at 2.3% of strata owned assets.

The table below highlights the key statistics of Noida's overall market:

Particulars	Non Strata Owned	Strata Owned	Overall Assets
Total completed stock (till Q3 2020) (msf)	14.5	3.6	18.1
Current occupied stock (till Q3 2020) (msf)	12.4	2.3	14.7
Current vacancy (till Q3 2020)	14.4%	37.4%	19.0%
Average annual absorption (2015 – Q3 2020) (msf)	0.8	0.2	1.0
Future supply (Q4 2020E – 2022E) (msf)	1.9	0.8	2.7
Rental CAGR (2015 – Q3 2020) (%)	**5.7%**	**2.3%**	**5.0%**

Note:
1. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Additionally non-IT buildings has been excluded from supply.*
4. *Vacancy and net absorption numbers are computed on the relevant stock.*
5. *The future supply estimates are based on analysis of proposed and under construction building.*

The table below highlights the key statistics of non strata owned stock in Noida’s micro-markets:

Particulars	*Sector 62, Noida	NGN Expressway	Rest of Noida	Noida-overall
Total completed stock (till Q3 2020) (msf)	6.9	6.6	1.0	14.5
Current occupied stock (till Q3 2020) (msf)	6.0	5.8	0.6	12.4
Current vacancy (till Q3 2020)	12.6%	12.2%	42.4%	14.4%
Average annual absorption (2015 – Q3 2020) (msf)	0.3	0.5	0.05	0.8
Future supply (Q4 2020E – 2022E) (msf)	0.0	1.9	0.0	1.9
Rental CAGR (2015 – Q3 2020) (%)	**6.1%**	**5.7%**	**(7.2%)**	**5.7%**

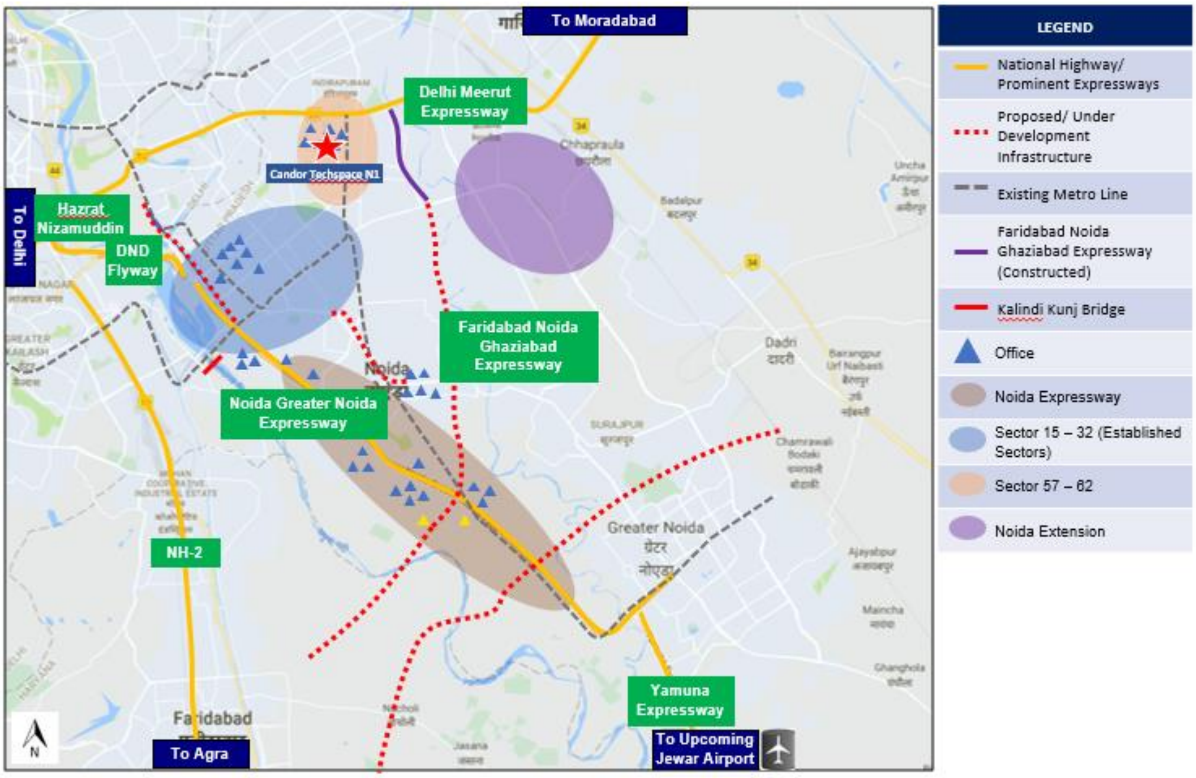
* *Candor Techspace N1 is located in this micro-market.*

Note:
1. *Only Grade-A non strata owned office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Additionally non-IT buildings and strata owned office stock has been excluded from supply.*
4. *Vacancy and net absorption numbers are computed on the relevant stock.*
5. *The future supply estimates are based on analysis of proposed and under construction building.*

Noida micro-markets are defined as:

- Sector 62, Noida: refers to the northern part of Noida, abutting NH – 24 and covering the surrounding sectors of 57, 58, 59 and 60 towards the south and sectors 63 and 64 towards the east;
- Noida–Greater Noida Expressway: refers to the geographical expanse of Noida-Greater Noida expressway;
- Rest of Noida: refers to office clusters in sectors 16 to 18, sectors 32 to 34 and Greater Noida West.

The following map depicts the overall Noida market and location of Candor Techspace N1:



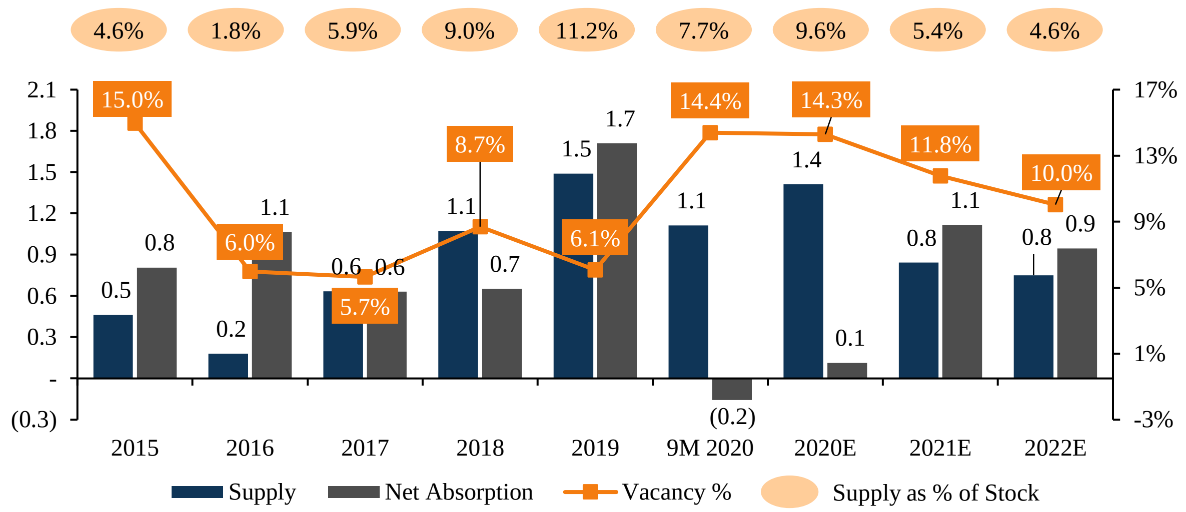
Note: The map is not to scale.

Noida: Non Strata Owned Office Market Supply, Absorption, Vacancy and Rental Trends

Noida is a prominent office market in North India, characterized by cost effective rental levels with close proximity to Delhi and Gurugram. Driven by the strong occupier interest over the last five years, demand has outweighed new supply, resulting in a vacancy decline to 14.4% in Q3 2020 from 15.0% in 2015. During this period, Noida also witnessed a healthy rental growth with a CAGR of 5.7%. The year 2019, in particular, was a landmark period for the market with net absorption of over 1.7 msf to absorb available office stock, improving the market depth and rental levels.

The trend is expected to continue as demand from new and existing occupiers continues to exceed new supply. Further, health and safety being of high importance, it is likely that with availability of quality office space, occupiers shift from sub-institutional grade properties (for materializing their expansion and consolidation plans) into high quality office parks. These trends are expected to further reduce the vacancy levels and create favorable dynamics for rent growth.

Noida – Non Strata Owned Office Market Trends

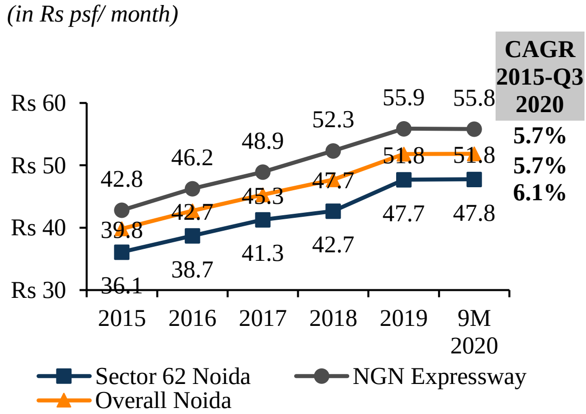


Note:

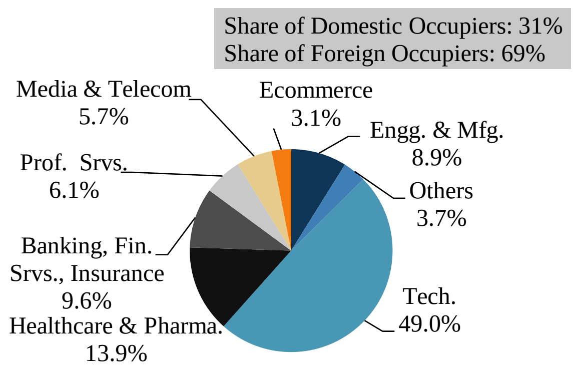
1. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
2. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
3. *Future supply estimates are based on analysis of under construction buildings, however future absorption estimates are derived from past trends, current vacancy and estimated supply.*
4. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rental Trend Analysis of Non Strata Owned Office Stock

(in Rs psf/ month)



Noida – Non Strata Owned Sectoral Absorption Analysis (2015-Q3 2020)



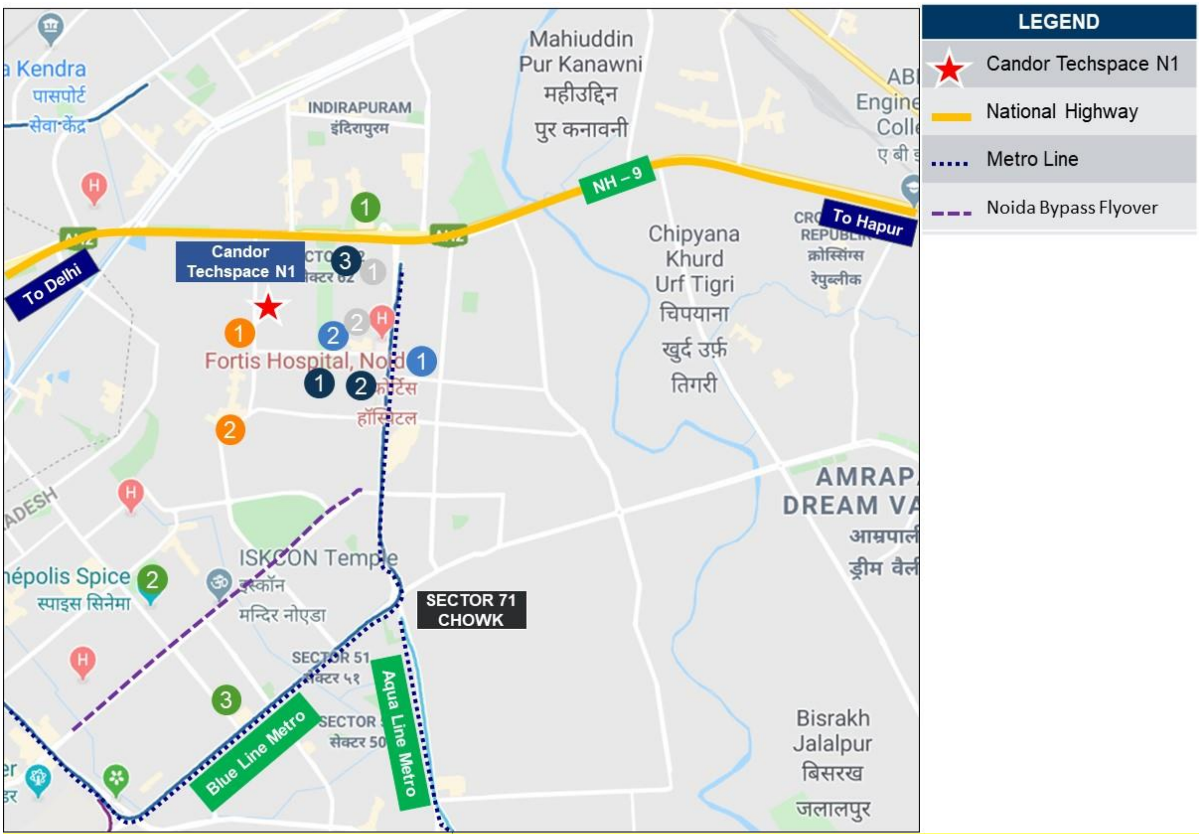
Note:
1. *The rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals for Candor Techspace N1 have been sourced from Brookprop Management Services Private Limited. These are actual transacted rentals which include fresh leases, term renewals and space extension by existing tenants.*
3. *Rentals presented above are weighted average values on completed stock.*
4. *Only the relevant stock has been considered for this analysis which excludes the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
5. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*

Note:
1. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
2. *Others include tenants involved in automobile, education, fast moving consumer goods, logistics and shipping, aviation, real estate and related services. The sectoral absorption analysis is based on gross absorption activity of Noida's relevant non strata owned stock i.e. including any relocations or consolidations.*
3. *Transactions with more than 10,000 square feet area have been considered for domestic and foreign occupiers analysis.*

3A. *Sector 62, Noida*

Sector 62, Noida is an established technology and outsourcing hub within Noida with multiple office parks and competitive rental levels. In addition to its close connectivity to Delhi, the micro-market also offers close proximity to Ghaziabad, another urban cluster of Delhi NCR. Candor Techspace N1 is one of the largest office parks in the micro-market in terms of leasable area and is well placed for providing expansion space to its occupiers through its in-site development potential.

The following map sets forth the social infrastructure of the Sector 62, Noida micro-market:



Note: The map is not to scale.

Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Proposed/ Upcoming Office Developments	Hospitality Developments	Higher Education Institutions
1. Stellar IT Park (1 km)	1. Global Business School (3.2 km)	1. Shipra Mall (3.5 km)	NA	1. Park Ascent Hotel (1 km)	1. Jaypee Institute of Information & Technology

Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Proposed/ Upcoming Office Developments	Hospitality Developments	Higher Education Institutions
					(2.3 km)
2. The Corenthum (2.5 km)	2. KLAY Prep School and DayCare (1.6 km)	2. Spice Mall (5.2 km)		2. Radisson Blu Noida (2.6 km)	2. JSS Academy of Technical Education (1 km)
		3. Logix City Center			
Key Commercial Developments	Social Infrastructure	Lifestyle Infrastructure		Hospitality Developments	Higher Education Institutions

Sector 62, Noida: Non Strata Owned Office Market Supply, Absorption, Vacancy and Rental Trends

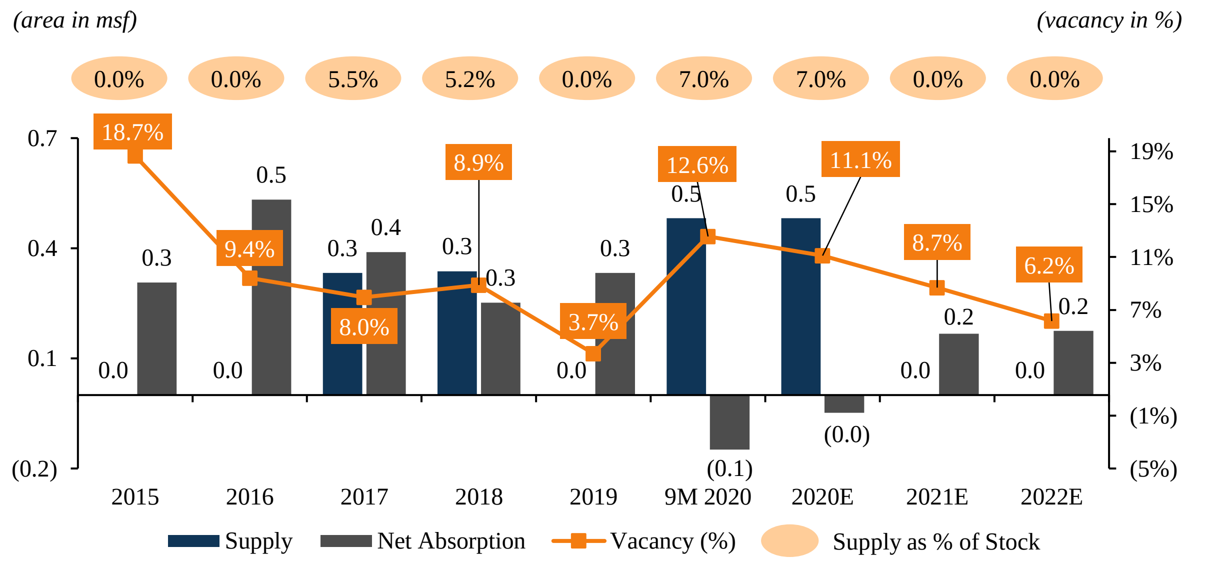
Particulars	Details
Total Completed Stock till Q3 2020 (msf)	Approximately 6.9 msf
Current Occupied Stock till Q3 2020 (msf)	Approximately 6.0 msf
Current Vacancy Q3 2020 (%)	Approximately 12.6%
Avg. Annual Net Absorption – (2015 – Q3 2020) (msf)	Approximately 0.3 msf
Future Supply – Q4 2020 E – 2022 E (msf)	Q4 2020: Approximately 0.0 msf 2021: Approximately 0.0 msf 2022: Approximately 0.0 msf
Rental CAGR (2015 – Q3 2020) (%)	**6.1%**

Note:

1. *Only Grade-A non strata owned office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Additionally non-IT buildings and strata owned office stock has been excluded from supply.*
4. *Vacancy and net absorption numbers are computed on the relevant stock.*
5. *The future supply estimates are based on analysis of proposed and under construction building.*

Sector 62, Noida has witnessed limited new supply since 2015 while the occupier demand has grown more robust. Since 2015, only 1.2 msf of new supply while 1.7 msf was net absorbed in Sector 62, Noida. As an outcome of the recent dynamics, vacancy levels have steeply declined to 12.6% in Q3 2020 from about 18.7% in 2015. Candor Techspace N1, due to its superior positioning, has significantly outperformed the micro-market in terms of rental growth over the last five years.

<u>Sector 62, Noida - Non Strata Owned Office Market Trends</u>

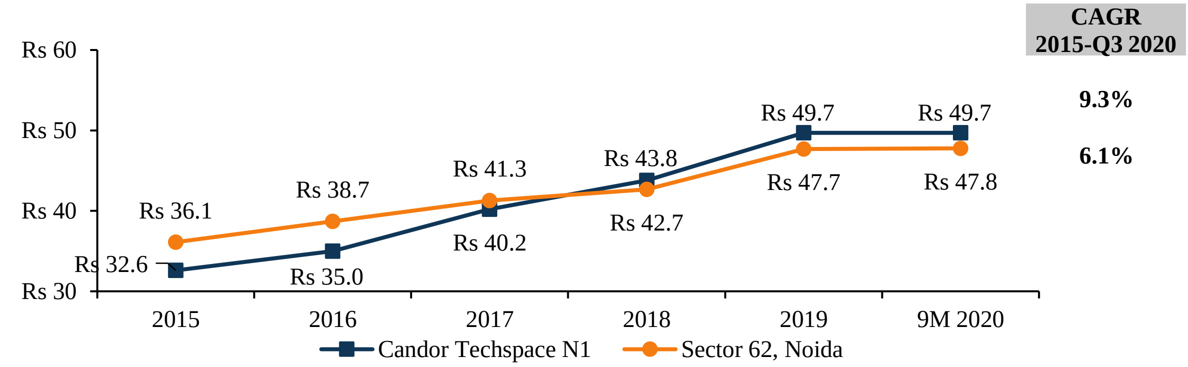


Note:

1. *Only the relevant stock has been considered for this analysis which excludes the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
2. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
3. *Future supply estimates are based on analysis of under construction buildings, however future absorption estimates are derived from past trends, current vacancy and estimated supply.*
4. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rental Trend Analysis – Candor Techspace N1 and Non Strata Owned Buildings in Sector 62, Noida

(in Rs psf/ month)



Note:

1. *Sector 62, Noida rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals for Candor Techspace N1 have been sourced from Brookprop Management Services Private Limited. These are actual transacted rentals which include fresh leases, term renewals and space extension by existing tenants.*
3. *Rentals presented above are weighted average values on completed stock.*
4. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
5. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*

4. *Kolkata*

Kolkata is the one of the largest cities in Eastern Indian and its principal commercial, cultural and educational center. It is the only city in Eastern India to have an international airport and has one of the two major ports of the state. In recent times, IT sector has been growing at a rapid pace and the state of West Bengal has placed a priority on expanding this sector. In 2018, the state government announced the Silicon Valley Hub project with an aim to attract more investment in the IT sector and to build a world-class ecosystem for cutting-edge technology. The key drivers of demand for office space in Kolkata are:

- *Superior connectivity through all means:* Kolkata has strategic benefit of four-tier connectivity through rail, air, roads and water. It has an international airport and one of the largest ports in North Eastern India. Moreover, it has a well-developed metro network providing intra-city connectivity.

- *Presence of prominent educational institutions:* Kolkata has some of the finest educational institutions in India and has one of the biggest manpower pools in India with resources available at all levels of hierarchy.

- *Availability of talent at competitive cost:* Cost of living in Kolkata is comparatively lower than other large cities of India which ultimately reduces the cost of manpower for corporates.

- *Only trade hub for the entire Eastern India:* Kolkata is the only active office market in Eastern India and houses zonal offices of almost all large corporations.

Kolkata is the largest office market in Eastern India by total supply and absorption. Historically, majority supply of office space has been in the form of standalone buildings which are mainly strata sold. The non strata owned office stock of 6.9 msf has significantly outperformed strata owned office stock of 12.0 msf. In Q3 2020, the vacancy of non strata owned office stock at 7.9% was significantly lower than the vacancy of strata owned office stock at 41.7%. During the last five years, the rental CAGR of non strata owned office stock at 0.7% was higher than the rental CAGR of negative 1.0% of strata owned assets.

The table below highlights the key statistics of Kolkata's overall market:

Particulars	Non Strata Owned	Strata Owned	Total Assets
Total completed stock till Q3 2020 (msf)	6.9	12.0	18.5
Current occupied stock till Q3 2020 (msf)	6.4	6.7	13.1
Current Vacancy Q3 2020 (%)	7.9%	41.7%	29.1%
Avg. Annual Net Absorption – 2015 – Q3 2020	0.2	0.5	0.7

Particulars	Non Strata Owned	Strata Owned	Total Assets
(msf)			
Future Supply – Q4 2020 E – 2022 E (msf)	0	0	0
Rental CAGR (2015 – Q3 2020) (%)	**0.7%**	**(1.0%)**	**(0.3%)**

Note:

1. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Additionally non-IT buildings has been excluded from supply.*
4. *Vacancy and net absorption numbers are computed on the relevant stock.*
5. *The future supply estimates are based on analysis of proposed and under construction building.*

The table below highlights the key statistics of non strata owned office stock in Kolkata's micro-markets:

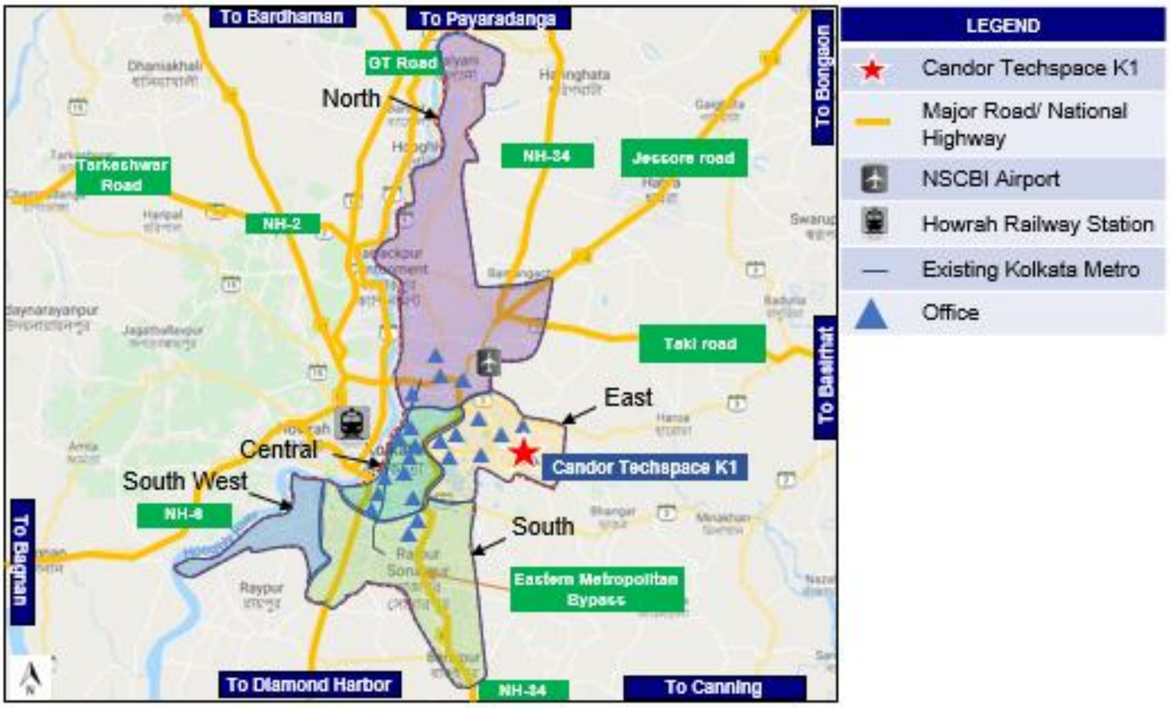
Particulars	Rajarhat*	Kolkata
Total completed stock till Q3 2020 (msf)	5.4	6.9
Current occupied stock till Q3 2020 (msf)	5.0	6.4
Current Vacancy Q3 2020 (%)	7.3%	7.9%
Avg. Annual Net Absorption – 2015 – Q3 2020 (msf)	0.2	0.2
Future Supply – Q4 2020 E – 2022 E (msf)	0	0
Rental CAGR (2015 – Q3 2020) (%)	**1.8%**	**0.7%**

* *Candor Techspace K1 is in this micro-market.*

Note:

1. *Only Grade-A non strata owned office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Additionally non-IT buildings and strata owned office stock has been excluded from supply.*
4. *Vacancy and net absorption numbers are computed on the relevant stock.*
5. *The future supply estimates are based on analysis of proposed and under construction building.*

The following map depicts the overall Kolkata market and the location of Candor Techspace K1:

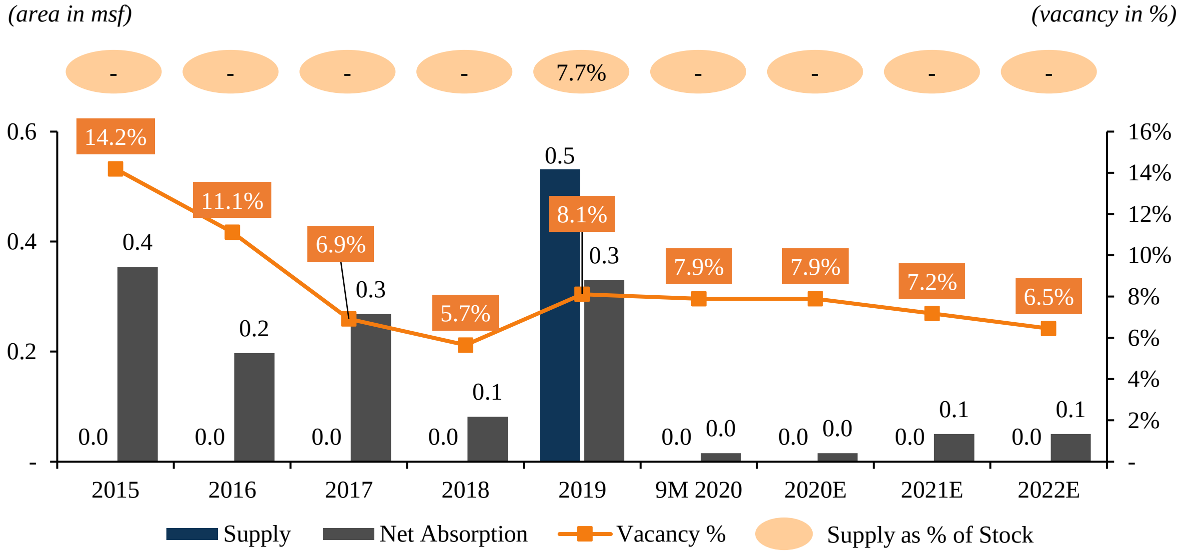


Note: The map is not to scale.

Kolkata: Non Strata Owned Office Market Supply, Absorption, Vacancy and Rental Trends

Brookfield is amongst the select large scale players having presence in Kolkata. Due to limited presence of large scale developers, the supply of good quality Grade-A office space in Kolkata has been low. However, absorption has outpaced supply in recent years and is expected to continue to do so with no relevant supply coming in between Q4 2020 and 2022.

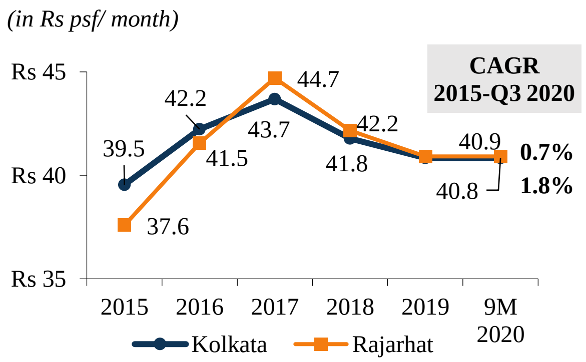
Kolkata – Non Strata Owned Office Market Trends



Note:

1. *Only the relevant stock has been considered for this analysis which excludes the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
2. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
3. *Future supply estimates are based on analysis of under construction buildings, however future absorption estimates are derived from past trends, current vacancy and estimated supply.*
4. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

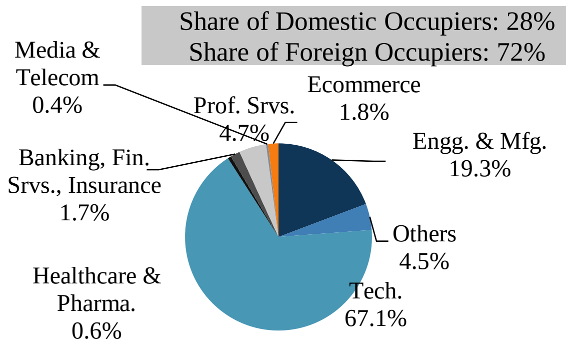
Kolkata - Rental Trend Analysis of Non Strata Owned Stock



Note:

1. *The rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals presented above are weighted average values on completed stock.*
3. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
4. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*

Kolkata – Non Strata Owned Sectoral Absorption Analysis (2015-Q3 2020)



Note:

1. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
2. *Others include tenants involved in automobile, education, fast moving consumer goods, logistics and shipping, aviation, real estate & related services. The sectoral absorption analysis is based on gross absorption activity of Kolkata's non strata owned relevant stock i.e. including any relocations or consolidations.*
3. *Transactions with more than 10,000 square feet area have been considered for domestic and foreign occupiers analysis.*

4A. Rajarhat

Rajarhat micro-market forms a part of the New Town Kolkata Planning Area and is being developed by the West Bengal Housing Infrastructure Development Corporation with the objective of establishing a new business centre in Kolkata. This developing micro-market has emerged as a prominent office micro-market and primarily comprises of Grade-A office stock, housing large IT/ITES occupiers. Rajarhat also houses the Bengal Silicon Valley, which is a key government initiative to promote the IT sector in the state. Additionally, the micro-market has superior infrastructure and connectivity through road and metro which is further being expanded. Candor Techspace K1 is a prominent office SEZ, and the largest campus style office development in eastern India.

The following map sets forth the social infrastructure of the Rajarhat micro-market:

Note: The map is not to scale.

Key Office Developments	Social Infrastructure	Malls and High Street	Under Construction Office Developments	Hospitality Developments	Higher Education Institutions
1. DLF 2 SEZ (1.0 km)	1. Tata Medical Centre (0.8 km)	1. Axis Mall (2.8 km)	NA	1. Hotel Zone by The Park (2.0 km)	1. University of Engineering & Management (2.0 km)
2. TCS Geetanjali Park (1.8 km)	2. New Town School (2.0 km)	1. DLF Galleria (3.1 km)		2. Pride Plaza (3.2 km)	2. Presidency University (1.5 km)
3. Ambuja Ecospace (2.5 km)	3. DPS New Town (1.8 km)	2. Centrus Mall (2.6 km)		3. Lemon Tree Premiere (3.2 km)	3. Aliah University (2.8 km)
Key Office Developments	Social Infrastructure	Malls and High Street	Under Construction Office Developments	Hospitality Developments	Higher Education Institutions

Rajarhat: Non strata owned building office stock, supply and demand dynamics

Particulars	Details
Total completed stock till Q3 2020 (msf)	5.4
Current occupied stock Q3 2020 (msf)	5.0
Current Vacancy Q3 2020 (%)	7.3%
Avg. Annual Net Absorption – 2015 – Q3 2020 (msf)	0.2
Future Supply Q4 2020 E – 2022 E (msf)	0
Rental CAGR (2015 – Q3 2020) (%)	**1.8%**

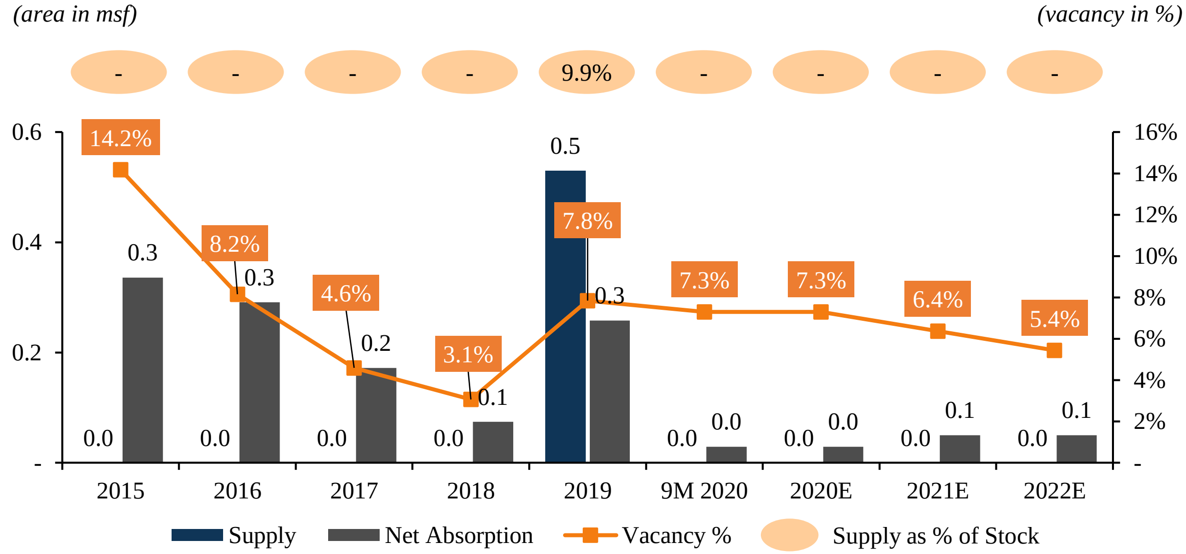
Note:

1. *Only Grade-A non strata owned office spaces has been considered for the analysis presented in the above table.*
2. *Stock and supply numbers are computed by excluding the buildings less than 100,000 square feet and applying certain other criteria.*
3. *Additionally non-IT buildings and strata owned office stock has been excluded from supply.*
4. *Vacancy and net absorption numbers are computed on the relevant stock.*
5. *The future supply estimates are based on analysis of proposed and under construction building.*

Rajarhat: Non Strata Owned Office Market Supply, Absorption, Vacancy and Rental Trends

Rajarhat has seen a steady decline in vacancy levels, from 14.2% in 2015 to 7.3% in Q3 2020 which is expected to further decline to 5.4% by 2022 due to limited supply in the market. The micro-market has gained consistent demand traction due the availability of planned infrastructure and land for developments. Additionally, there have been various efforts from the government towards enabling conducive regulations to attract investors as well as developers for office developments. Further, given the limited supply of quality office space in the micro-market, Candor Techspace K1 is favorably placed and has seen significant absorption in recent years which led to lower vacancies.

Rajarhat – Non Strata Owned Office Market Trends



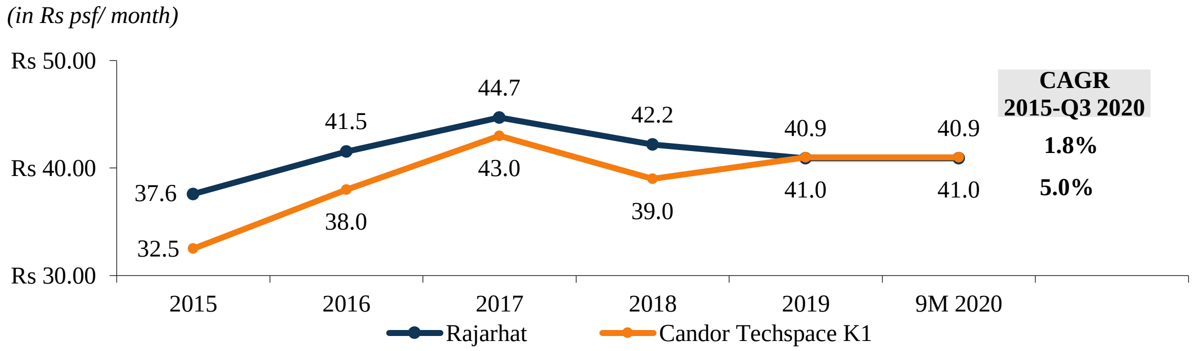
Note:

1. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
2. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*
3. *Future supply estimates are based on analysis of under construction buildings, however future absorption estimates are derived from past trends, current vacancy and estimated supply.*
4. *The net absorption refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments or renewals. The pre-commitments are recorded as absorption in the year in which the tenant moves in.*

Rajarhat: Non Strata Owned Building Rental Analysis

The micro-market has gained consistent demand traction due the availability of planned infrastructure and land for developments. The following graph depicts the rental trend analysis of Rajarhat:

Non Strata Owned Building in Rajarhat– Rental Analysis



Note:

1. *The rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.*
2. *Rentals presented above are weighted average values on completed stock.*

3. *Only the relevant stock has been considered for this analysis excluding the buildings less than 100,000 square feet, strata owned, non-IT buildings and applying certain other criteria.*
4. *Only Grade-A office spaces has been considered for the analysis presented in the above table.*

OUR BUSINESS AND PROPERTIES

Unless otherwise stated, references in this section to "we", "us" and "our" (including in the context of any financial or operational information) are to the Brookfield REIT, together with the Portfolio Companies.

This discussion contains forward-looking statements and projections of income that involve risks and uncertainties and reflects our current view with respect to future events and financial performance. Our actual results may differ from those anticipated in these forward-looking statements and projections. As such, you should also read "Forward Looking Statements", "Risk Factors" and "Projections" on pages 21, 30 and 256, respectively, which discuss a number of factors that could affect our financial condition and results of operations.

*Industry, macro-economic and market data and all other industry related statements in this section have been extracted from the report titled "India Commercial Real Estate Overview" dated January 13, 2021, prepared by C&WI (the "**Industry Report**") commissioned by our Manager in relation to the Issue. Micro-market information used for comparative purposes in this section is for non-strata owned office stock. Valuation data has been extracted from the Valuation Report issued by the Valuer.*

*Our "Initial Portfolio" comprises Kensington, Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1. We have entered into Agreements to Purchase to acquire Candor Techspace G1 and Candor Techspace N2, hence are referred to as the "Identified Assets". In addition, we will have a Right of First Offer ("**ROFO**") on the acquisition of Powai Business District, Equinox Business Park, Units in Godrej BKC and Waterstones, which are collectively referred to as the "ROFO Properties".*

Unless otherwise specified in this section, (i) all business and operational information is presented as of September 30, 2020; (ii) references to area in 'msf' are to Leasable Area; and (iii) references to a specific tenant name also includes references to such tenant's affiliates operating in India. Further, business and operational information for our Initial Portfolio for the FY 2016 and FY 2017 do not include Kensington. Kensington was acquired by the Brookfield Group in May 2019 but as the Brookfield Group commenced managing Kensington from April 2017, information for Kensington has been included from the FY 2018 onwards.

Business Overview

The Brookfield REIT is India's only institutionally managed public commercial real estate vehicle. Sponsored by an affiliate of Brookfield Asset Management ("**BAM**"), one of the world's largest alternative asset managers with approximately US$575 billion in assets under management, as of September 30, 2020, our goal is to be the leading owner of high quality income producing commercial real estate assets in key gateway Indian markets, which have significant barriers to entry.

Over the last two decades, India has emerged as a leading hub for technology and corporate services due to a highly skilled and young workforce and a distinct competitive cost advantage. With approximately 90 million people expected to be added to the workforce by 2030, this structural driver will further increase office absorption, creating compelling opportunities across the commercial real estate market in India. The COVID-19 pandemic has accelerated the structural shift that was already underway prior to the crisis in relation to the usage and deployment of technology especially cloud, data analytics, e-commerce and digital transformation. The global spending on software and IT services is expected to grow at a robust rate between FY 2020 and FY 2025 and the technology industry in India is expected to grow at a CAGR of 13% to US$350 billion by FY 2025 from an estimated US$191 billion in FY 2020 due to the large STEM talent pool, competitive cost advantage and favorable demographics in the country. *(Source: Industry Report)* Our strategy is to address this demand by owning and operating large "fully-integrated", "campus-format" office parks in established locations, and providing a complete ecosystem to our tenants and their employees.

The primary objective of our strategy is to provide attractive risk-adjusted total returns to our Unitholders derived from:

- stable yield supported by our Initial Portfolio's long-term contracted cash flows;
- property level income growth that is embedded in our Initial Portfolio through contractual rent escalations, mark-to-market headroom and in-situ development potential;
- acquisitions including those of identified external growth opportunities through the Identified Assets and the ROFO Properties; and

- asset value appreciation, through continuous investment in the properties to upgrade them.

We seek to achieve this objective through the performance of our high quality Initial Portfolio, driven by proactive portfolio management, maintaining a prudent capital structure, implementing corporate governance framework aligned with best market practices, and access to Brookfield's global platforms, which provide us a breadth of resources, relationships and expertise. Further, to execute our strategy, we believe that our Manager, which is an affiliate of Brookfield, has an on-ground professional management team with extensive industry experience, domain knowledge and a strong track record of value creation.

Portfolio Overview

Our Initial Portfolio comprises 14.0 msf, with rights to acquire a further 8.3 msf and rights of first offer on an additional 6.7 msf, both currently owned by members of the Brookfield Group.

In line with our strategy and business plan, we own an Initial Portfolio of four large campus-format office parks, which we believe are "business-critical", located in some of India's key gateway markets - Mumbai, Gurugram, Noida and Kolkata. Our Initial Portfolio totals 14.0 msf, comprising 10.3 msf of Completed Area, 0.1 msf of Under Construction Area and 3.7 msf of Future Development Potential.

Our Initial Portfolio's Completed Area has a Same Store Committed Occupancy of 92% (and a 87% Committed Occupancy, which includes the recently completed 0.5 msf at Candor Techspace N1) and is leased to marquee tenants with 75% of Gross Contracted Rentals contracted with multi-national corporations such as Barclays, Bank of America Continuum, RBS, Accenture, Tata Consultancy Services and Cognizant. While a 7.1 year WALE provides stability to the cash flows of our Initial Portfolio, we are well positioned to achieve further organic growth through a combination of contractual lease escalations, 36% mark-to-market headroom to in-place rents, lease-up of vacant space and near-term completion of Under Construction Area to meet tenants' expansion needs. As of the date of this Offer Document, the Initial Portfolio is significantly de-risked with only 0.1 msf of Under Construction Area, which is expected to be completed by September 2021. These factors create a strong foundation for organic cash flow growth, such that our Initial Portfolio's NOI is projected to grow by 25% (net of one-time adjustment) to ₹8,186 million (including CIOP), over the Projections Period ending in FY 2023. These NOI drivers will contribute to an increase in the value of the underlying properties and the potential to produce attractive returns for our Unitholders.

We intend to leverage Brookfield Group's real estate holdings in India by entering into agreements that provide rights to acquire their existing properties in our markets. We have the exclusive right, at our discretion, to acquire the Identified Assets, one office park in each of Gurugram and Noida, similar to the office parks in the Initial Portfolio, that are near-stabilization and currently owned by members of the Brookfield Group. The Identified Assets encompass 8.3 msf of office space. In addition, we will also benefit from rights of first offer on the ROFO Properties - the Brookfield Group's 100% owned commercial real estate assets in India's financial capital, Mumbai, comprising 6.7 msf in office space. The Initial Portfolio, Identified Assets and ROFO Properties combined, creates the potential for us to almost double our Initial Portfolio's Leasable Area to 28.9 msf, while growing consistent with our strategy of owning high quality real estate in premier locations.

We believe the scale and quality of these office parks make us the preferred "landlord of choice" for our tenants, which is evident from the historical performance in occupancy and new leasing rents of our properties (See *"-Performance of our Initial Portfolio compared to micro-markets and cities"*), and tenant consolidation and expansion examples (See *"-Examples of Tenant Expansion"*). Further, we believe our strong compliance standards, in-line with Brookfield's global operating procedures, have enabled us to attract, retain and grow marquee tenants in our office parks resulting in high renewal rates from our tenants. We believe that our strategy will allow us to consistently attract marquee tenants, while differentiating us significantly from other office landlords and developers. We believe our real estate offerings, along with our operations-oriented value-add approach, is very difficult to replicate due to challenges associated with long development timelines and dearth of similar large campus-format properties in comparable advantaged locations. We are also one of the largest landlords in each of our micro-markets, allowing our Manager to create significant efficiencies in asset management, operations and tenant offerings. For our Initial Portfolio, our Manager has:

- leased 4.3 msf between April 1, 2015 and September 30, 2020;
- achieved 85% tenant retention rate between April 1, 2015 and September 30, 2020;

- added 3.6 msf of Completed Area through on-campus development between April 1, 2015 and September 30, 2020;

- maintained consistently high occupancy with Same Store Committed Occupancy of 92% (representing Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020) and Committed Occupancy of 87%;

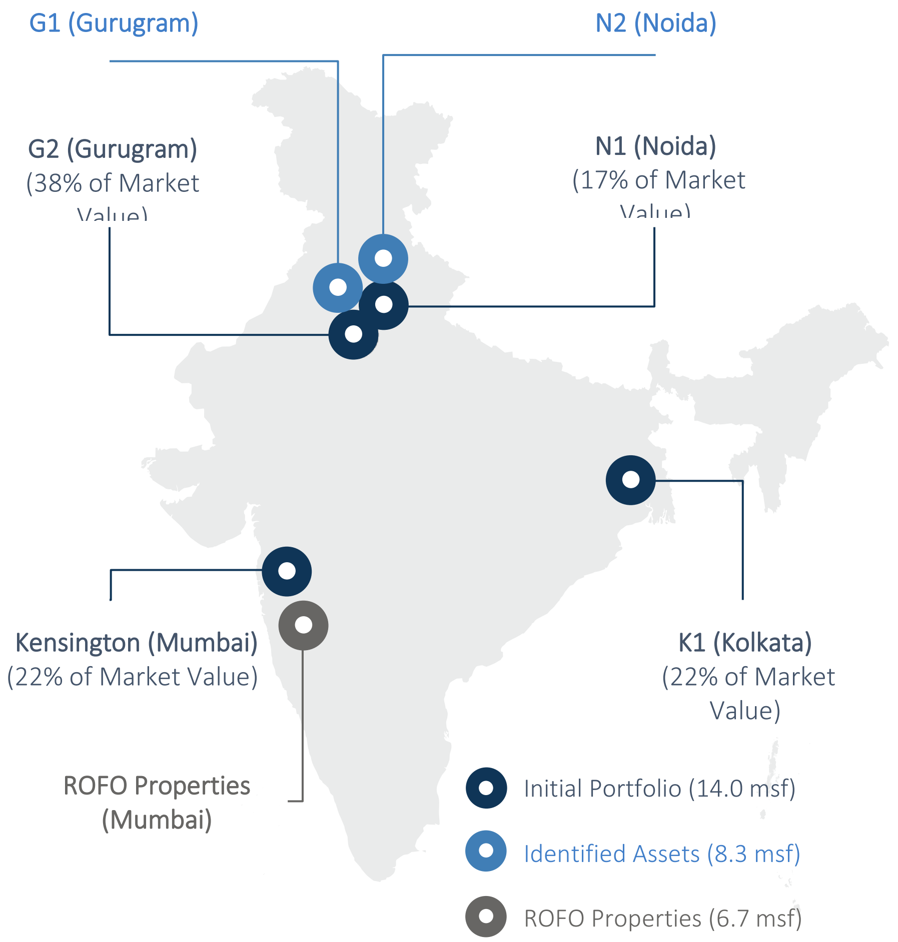
- invested ₹118.55 million, ₹410.62 million, ₹321.14 million and ₹122.00 million during FY 2018, FY 2019, FY 2020 and the six months ended September 30, 2020, respectively, to renovate our Initial Portfolio including lobby and façade upgrades, elevator modernizations, renovations of public areas, landscaping, addition of cafes, food courts and boardwalks, modernization of building-wide systems, installing substations and enhancement of other tenant amenities; and

- focused on environmental sustainability, and undertaken several energy efficiency initiatives such as installing rooftop solar panels and on-campus sub-stations, which resulted in our properties receiving several accolades (See "- *Our Commercial Office Portfolio - Awards and Other Certifications*").

Our Manager has grown our NOI from ₹5,902.43 million for FY 2018 to ₹6,763.43 million for FY 2020. Our NOI was ₹3,446.87 million for the six months ended September 30, 2020. In addition, post the utilization of the net proceeds from the Issue, our total outstanding indebtedness in principal amount will be less than 18.5% of our initial Market Value, providing us significant financial flexibility to grow through economic cycles. We believe that all these factors combined create what we believe to be a unique and promising opportunity for Unitholders to own one of the largest, and fully institutionally managed, Class A office portfolios in India.

Recent Developments

For a discussion on recent developments in our business, see "*Section – III: Executive Summary – Recent Developments*" on page 29.



Note: % of total Market Value is based on Gross Asset Value of ₹114.1 billion for our Initial Portfolio.

Below are the key operating metrics for our Initial Portfolio:

	Kensington	Candor Techspace G2[1,2]	Candor Techspace N1	Candor Techspace K1[2]	CIOP	Initial Portfolio
Type of Asset	SEZ	SEZ	IT Park	SEZ & Mixed Use	-	-
Completed Area (msf)	1.5	3.9	1.9	3.1	-	10.3
Under Construction Area (msf)	-	-	0.1	-	-	0.1
Future Development Potential (msf)	-	0.1	0.9	2.7	-	3.7
Total Area (msf)	**1.5**	**4.0**	**2.8**	**5.7**	**-**	**14.0**
Committed Occupancy (%)	86%	91%	72%	92%	-	87%
Same Store Committed Occupancy[3]	Not Applicable	Not Applicable	97%	Not Applicable	-	92%
WALE (years)	3.0	8.0	7.6	7.6	-	7.1
Average in-place rent ₹/psf/month)	90	78	45	42	-	62
FY23 NOI (₹ in millions)	1,580	3,213	1,342	1,673	378	8,186
Market Value (₹ in millions)	25,374	43,582	19,736	25,382	-	114,074

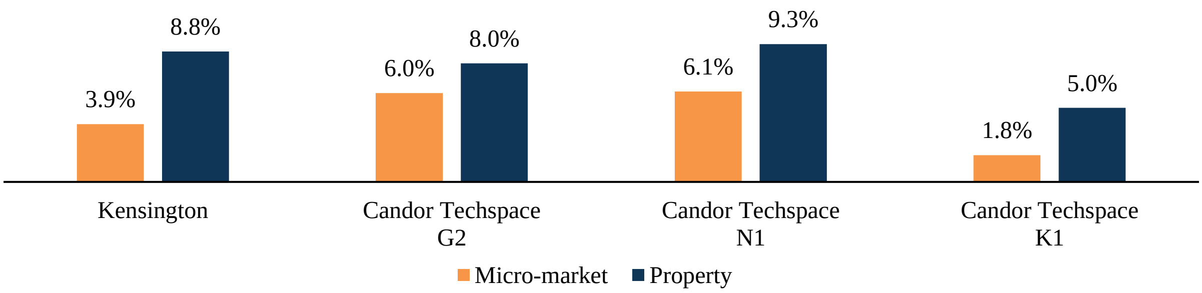
	Kensington	Candor Techspace G2[1,2]	Candor Techspace N1	Candor Techspace K1[2]	CIOP	Initial Portfolio
% of Initial Portfolio Market Value	22.2%	38.2%	17.3%	22.3%	-	100.0%

[1]Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement.
[2]Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019.
[3] Same Store Committed Occupancy represents Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020. Subsequent to such date, Candor Techspace N1 received an occupancy certificate for 0.5 msf on September 22, 2020.

Performance of our Initial Portfolio compared to micro-markets and cities

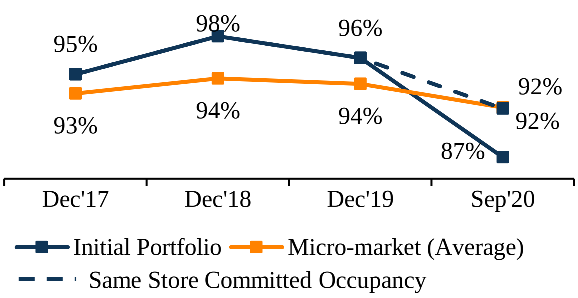
Our office parks have outperformed their respective micro-markets and cities in terms of rental growth and occupancy, and provide critical infrastructure for major tenants in key gateway markets and established locations, creating high barriers to entry. As a result, Leasing Rent and Committed Occupancy for our Initial Portfolio has surpassed the averages in their respective micro-markets, delivering sustained outperformance.

Initial Portfolio - Average Leasing Rent CAGR[1]



[1]Source: Industry Report. The CAGRs for all properties are for the period between December 31, 2015 and September 30, 2020, except Kensington, which is between December 31, 2017 and September 30, 2020.

Initial Portfolio - Committed Occupancy[1]



[1]The occupancy for the micro-markets are as per the Industry Report, weighed on Leasable Area of the properties as of the dates indicated.

Our Competitive Strengths

We believe that the following competitive strengths differentiate us from other public commercial real estate companies and REITs in India.

- ***Global Sponsorship with Local Expertise.*** We are sponsored by an affiliate of Brookfield Asset Management, one of the world's largest alternative asset managers and investors, with assets under management of approximately US$575 billion across real estate, infrastructure, renewable power, private equity and credit, and a global presence of over 150,000 operating employees across more than 30 countries, as of September 30, 2020. Brookfield Asset Management is listed on the NYSE and TSX and has a market capitalization of approximately US$63 billion, as of September 30, 2020.

As of September 30, 2020, BAM has over US$200 billion of real estate assets under management, and over 500 msf across multiple real estate asset classes, with strong real estate capabilities in leasing, financing, development, design, construction and property management. We also benefit significantly from Brookfield's rich experience in managing listed vehicles globally, including Brookfield Property Partners L.P. (NASDAQ: BPY; TSX: BPY.UN), which is one of the world's premier commercial real estate companies. Our Manager, which is an affiliate of Brookfield, has a management team with extensive industry experience that helps us manage our office parks in India. We believe this provides us an informational advantage in our sector, with direct insights to help inform our views on leasing, operations and fundamental economic trends.

We also believe our long-term success in executing our strategy will be supported by Brookfield's extensive local market and asset knowledge in India. Brookfield has had a decade-long presence in India and manages a portfolio of approximately US$17 billion across real estate (US$4.6 billion), infrastructure (US$9.7 billion), renewable power (US$0.6 billion) and private equity (US$2.1 billion), as of September 30, 2020. This portfolio in India provides valuable real-time, proprietary market data that we expect will enable us to identify and act on market conditions and trends more rapidly than our competitors. In December 2020, the Brookfield Group acquired all the outstanding equity interest of several entities that collectively owned a 12.8 msf high quality office portfolio and were part of the RMZ Corp group, for approximately US$2 billion. The portfolio primarily comprises office parks in Bengaluru and Chennai and includes prominent properties such as Ecoworld, Ecospace and Millenia.

Our Unitholders will benefit from our ability to leverage Brookfield's extensive network of relationships, its deep capital markets experience, operating expertise, a demonstrated track record of managing capital and its commitment of resources to our Manager. We also expect to benefit from access to Brookfield's risk management, accounting, cash management and compliance policies. Further, we have structured the fees of our Manager to be simple and low, while closely aligning with the interests of our Unitholders. The alignment is further enhanced by Brookfield's substantial equity ownership in the Brookfield REIT subsequent to the completion of the Issue.

- ***Difficult to Replicate, Dominant and Strategically Located Properties.*** We believe that our office parks are among the highest quality office parks in India, distinguished by their size and scale and located in the key gateway markets of Mumbai, Gurugram, Noida and Kolkata. Our office parks are modern and recently built, with a median age of seven years for our Initial Portfolio, and require limited ongoing maintenance capital expenditures. Our properties are strategically located in established micro-markets with easy access to mass transportation, high barriers to entry for new supply, limited vacancy and robust historical rental growth rates. Many of our office parks command premium rents and have higher occupancies than the average rents and occupancies of the broader markets they are located within. Our size and scale in key markets of India provide us with extensive market information and enhances our ability to respond to market opportunities.

  We believe that our office parks are very difficult to replace today on a cost-competitive basis, if at all. Institutionally owned and managed, all of our office parks are among the largest in their respective micro-markets and are distinguished by their scale and infrastructure. For example, spread across approximately 28.53 acres and with 4.0 msf, Candor Techspace G2 is the largest office SEZ in Gurugram in terms of leasable area, with excellent road and metro connectivity. *(Source: Industry Report)* Similarly, Candor Techspace K1 is spread across 48.38 acres and with 5.7 msf, is eastern India's largest campus style office park with significant outperformance in rental growth as compared to the average rental growth in its micro-market. *(Source: Industry Report)*

- ***Placemaking Capabilities.*** Placemaking is ingrained in our Manager and Sponsor's design, development and operating philosophy, enabling us to provide our tenants with a unique "service-based experience". The size and scale of our fully-integrated office parks allows us to deliver an all-encompassing workspace ecosystem to our tenants with modern infrastructure and amenities, including daycare facilities, premium F&B outlets, convenience shopping kiosks, shuttle services, multi-cuisine food courts and sports and fitness facilities, which further create an empowering and vibrant work environment for our tenants' employees and elevates our properties to have a positive impact on our communities. As a result of the characteristics of our offerings, several tenants have relocated from other commercial properties to our office parks. For example,

- a leading multinational consulting company, which had a small presence at Candor Techspace G2, moved out of a competing property and consolidated its presence at our office park;

- a leading financial services company significantly increased the area it occupied at Candor Techspace N1; and

- a global technology company consolidated its presence at Candor Techspace K1.

Our properties are built for institutional tenants who have contemporary workspace requirements. This drives tenant retention as relocation by our tenants may result in high switching costs for them and their employees. Further, our campus-format large integrated parks provides a unique value proposition to our blue chip tenants who have specific needs to house multiple functions and teams out of a single office premises, evident from 2.0 msf expansion examples in our ownership and management since April 1, 2015. (See *"-Examples of Tenant Expansion"*)

- ***Diversified Blue Chip Tenant Roster and Cash Flow Stability.*** We believe that our office parks are "business-critical" to our tenants and their employees. In addition to our diversified base of marquee tenants, our Initial Portfolio has a stable, long-term tenancy profile with staggered expirations and a WALE of 7.1 years, providing significant cash flow stability to our business. In our Initial Portfolio, 75% of Gross Contracted Rentals are contracted with multi-national corporations such as Barclays, Bank of America Continuum, RBS, Accenture, Tata Consultancy Services and Cognizant. Our tenants operate in a diverse range of industries such as technology, financial services, consulting, analytics and healthcare.

  Our Initial Portfolio's Committed Occupancy has been above 94% at the end of the last four financial years, highlighting the stability of the business. During the period between April 1, 2015 and September 30, 2020, in-place rents per sf have grown at a CAGR of 4.8%, demonstrating the healthy rental growth achieved on the Initial Portfolio. Through its own dedicated property managers and local expertise, our Manager has developed deep tenant relationships which combined with Brookfield's global institutional relationships, has led to 4.3 msf of total leasing and an 85% tenant retention rate since April 1, 2015. Further, we provide services including property management, facilities management and support services to our Initial Portfolio, either internally or through CIOP, our wholly owned subsidiary.

- ***Significant Identified Internal and External Growth Opportunities.*** We believe that the value of our real estate assets will have two sources of growth. The first is expected through opportunities to increase NOI from our Initial Portfolio, and the second is expected to be through acquisition of additional properties. Brookfield has extensive local market knowledge and a global network of relationships, and we believe our access to Brookfield will provide opportunities for organic growth, as well as growth through acquisitions from third parties.

  <u>Internal Growth.</u> As a result of contractual escalation provisions in almost all of our leases, mark-to-market of in-place rents as long-term leases expire, lease-up of recently completed construction and near-term "on-campus" development, we have a strong foundation for organic cash flow growth. *(See "- Business and Growth Strategies" for further details)*. In addition, we believe our existing tenants will also provide a source of internal growth as they look to consolidate and expand in our office parks – for example, over the last five financial years, over 60% of newly developed Completed Area in our Initial Portfolio, was leased to existing customers.

  <u>External Growth.</u> Post the utilization of the net proceeds from the Issue, our total outstanding indebtedness in principal amount will be less than 18.5% of our initial Market Value. We believe our conservative and prudent capital structure will enable us to drive additional growth through value accretive acquisitions. We expect to significantly benefit from our rights to acquire two large campus-styled office parks owned by members of the Brookfield Group in Gurugram and Noida, and our right to acquire the ROFO Properties situated in Mumbai, if and when they are sold by members of the Brookfield Group *(See "- Business and Growth Strategies" for further details)*. These acquisition opportunities fit with our overall strategy of owning high quality real estate in established locations.

- ***Experienced, Cycle-Tested Senior Management Team***. All properties in our Initial Portfolio, prior to the Issue, are owned and managed, directly and indirectly, by affiliates of BAM. As such, our Manager's team has deep domain knowledge and experience in managing these properties and has demonstrated a robust track record in delivering value. Since April 1, 2015, our Manager has leased 4.3 msf and delivered 3.6 msf of "on-campus" Completed Area within the Initial Portfolio.

Our Manager is highly regarded in the real estate community and has extensive relationships with a broad range of tenants, brokers and lenders. Led by Alok Aggarwal (the managing director and chief executive officer – India office business of our Manager), our Manager's team consists of 44 dedicated experienced professionals, as of September 30, 2020. We believe that the team has in-depth experience in real estate investments, asset management, research and property management, with the key managerial personnel and core team having an average of more than 25 years of experience in the real estate industry in India. As such, our Manager has operating and investing experience through multiple real estate cycles, which we believe provides valuable insight and perspective into the portfolio management of our current office parks as well as underwriting new investments for us.

- ***Institutional Corporate Governance Framework and Strong Alignment of Interests.*** We believe our governance structure reflects a rigorous approach to corporate governance, taking into account the interests of our Unitholders while leveraging our relationship with Brookfield, which has a strong track record of high standards of governance. BAM is listed on the NYSE and TSX and we benefit significantly from Brookfield's strong corporate governance standards. For further details of our corporate governance framework, see *"The Board and Management of our Manager"* on page 187.

  The governance structure is based on the following pillars that enable it to align and commensurately represent the interests of all our stakeholders:

  - Significant level of Sponsor Group ownership in the Brookfield REIT (on a post-Issue basis) creates an alignment with the interests of Unitholders;

  - Entirely performance-linked fee structure for our Manager;

  - Balanced board composition of our Manager between independent and Brookfield directors;

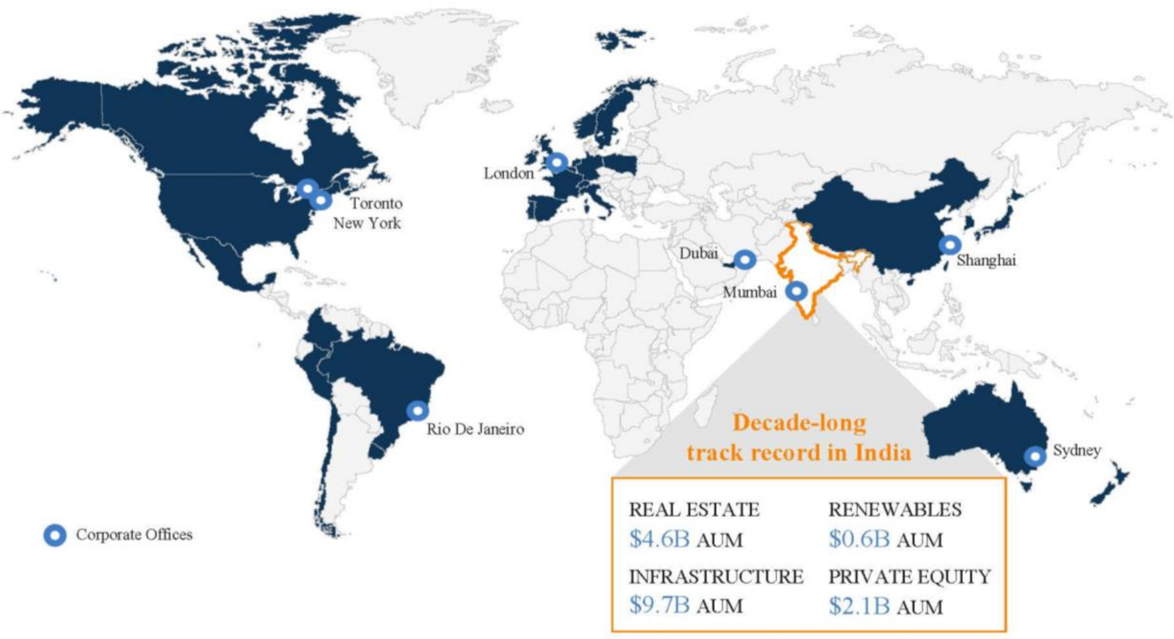
  - Robust related party transaction policies to facilitate arms-length evaluation of acquisition and divestment decisions, in line with global best practices and "majority of minority" approvals required;

  - Commitment to ESG practices including installation of health infrastructure, focus on sustainability initiatives and activities that have a positive impact on the communities in which we operate; and

  - Anti-bribery and anti-corruption policies in line with international standards.

The Brookfield Advantage: Global Investor with Local Expertise*

~$575B Total AUM | 30+ Countries | 150,000+ Operating Employees



As of September 30, 2020.

Managed and Sponsored by One of the Largest Real Estate Owners in the World


BROOKFIELD PLACE, NEW YORK


POTSDAMER PLATZ, BERLIN


BROOKFIELD PLACE, TORONTO


INTERNATIONAL FINANCIAL CENTRE, SEOUL

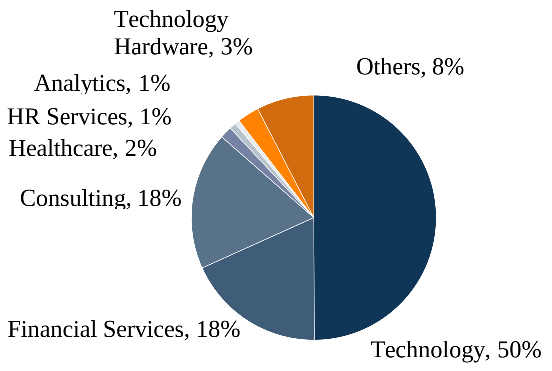

ICD BROOKFIELD PLACE, DUBAI


BUNKER HILL, LOS ANGELES

Diversified and Stable Tenancy

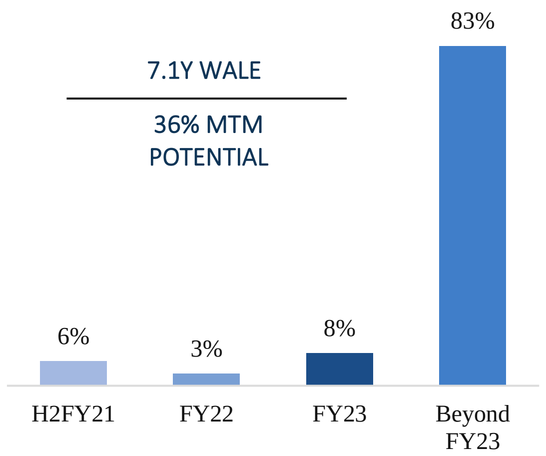
Diversified Tenant Mix …

% split by area leased



… with Stable Long Term Unexpired Lease Life

Leases due for renewal in each year (% based on Gross Contracted Rentals)

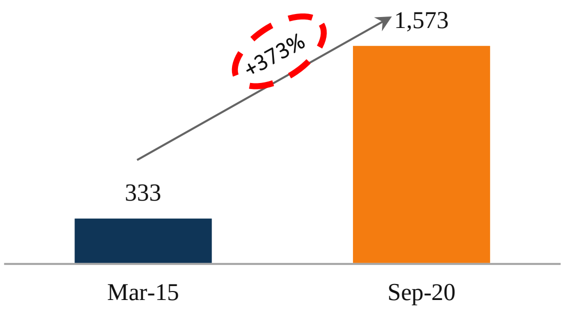


Examples of Tenant Expansion

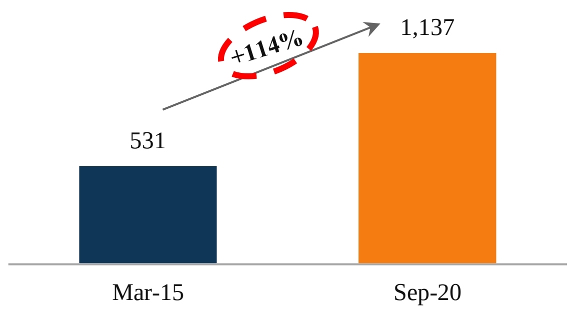
Our institutional real estate expertise and market leading asset management initiatives have translated into heightened tenant satisfaction. Leveraging our global tenant network, we have developed long-term relationships with multinational tenants establishing us as landlord-of-choice in our micro-markets. The following charts set forth select examples of tenant expansion within the Initial Portfolio:

Leased Area expansion of select key tenants from April 1, 2015 to September 30, 2020 (in '000 sf)

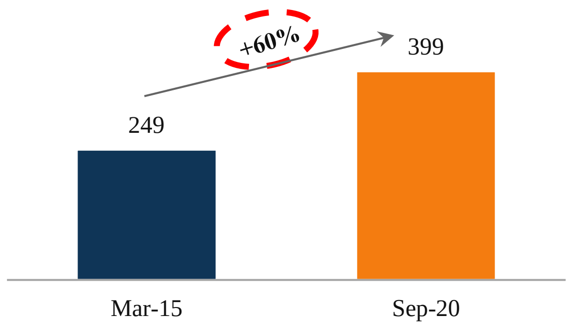
A consulting company



A technology services company



A multinational financial services company



Note: The expansion excludes any occupier footprint enhancement on account of acquisition of Kensington.

Business and Growth Strategies

Our primary objective is to maximize total returns for our Unitholders through a combination of growth and value-creation at the asset level supported by highly predictable, stable cash flows. We believe that we are well positioned to benefit from India's young demographic tailwinds and strong commercial real estate fundamentals to grow both organically and via a disciplined acquisition strategy. Specifically, we intend to pursue the following strategies to achieve our objective:

Leveraging Brookfield and our Manager's Operating Expertise for Proactive Asset and Property Management

We believe Brookfield and our Manager's proactive, service-intensive approach to asset and property management helps achieve stabilized occupancy and increase rental rates. We leverage Brookfield and our Manager's placemaking capabilities, comprehensive building management services and strong commitment to tenant satisfaction and relationships to attract high-quality tenants and negotiate attractive lease terms. Our Manager proactively manages our rent roll and maintains continuous communication with our tenants through various initiatives and tenant engagement programs. We believe we also benefit from Brookfield's global relationships with marquee tenants as well as strong in-house asset management capabilities to meet the evolving requirements of existing and prospective tenants. We believe Brookfield's and our Manager's long-term tenant relationships and local experience will improve our operating results by reducing leasing and marketing costs as well as tenant churn. The breadth and scale of Brookfield's reach combined with the granular local expertise and relationships of our Manager uniquely positions us to support the real estate strategies of our diverse base of blue-chip tenants.

We aim to continuously improve our properties to provide premium infrastructure and facilities for our tenants, including renovating and modernizing building lobbies, corridors, elevators, lighting, energy-efficient retrofitting and upgrading base building systems. During the period between April 1, 2017 to September 30, 2020, we have invested ₹972.30 million, towards improving various facilities within our Initial Portfolio and are expected to incur (including amounts already incurred during the six months ended September 30, 2020) a further ₹506 million towards such improvements in the FY 2021, FY 2022 and FY 2023. These improvements are designed to improve the overall value and attractiveness of our office parks and have contributed significantly to higher occupancies and rents, along with tenant stickiness. To the extent possible, practicable and permissible by local municipal and other regulations, our Manager will seek to rationalize the use of space, create more Leasable Area on existing properties, and identify sub-optimal and ancillary areas, which can be repurposed, re-modelled or retrofitted to improve their leasing potential.

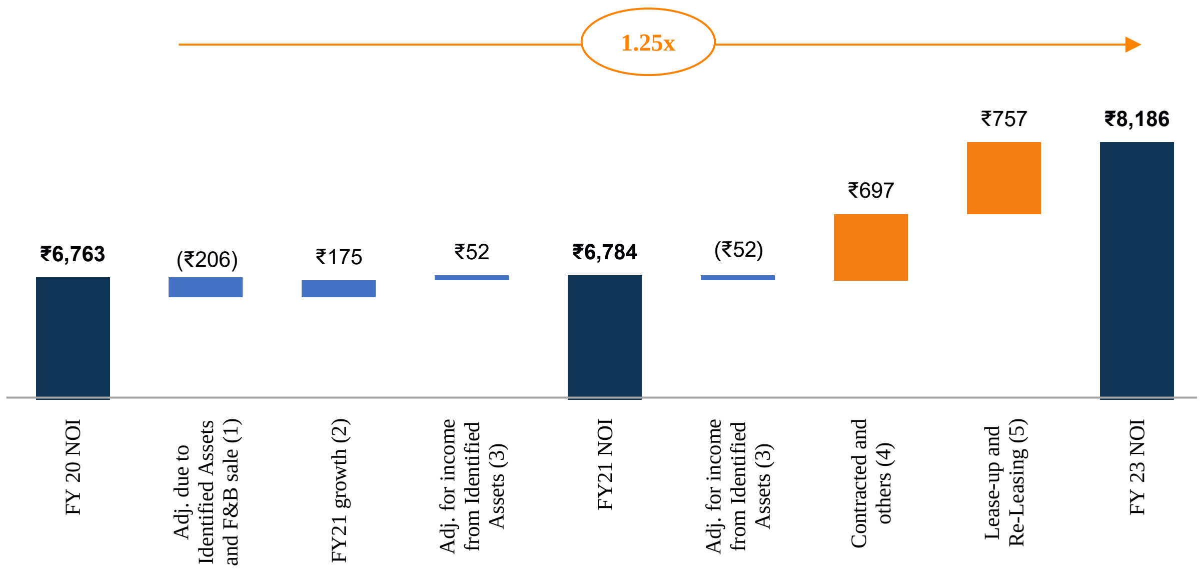
Capitalize on our Initial Portfolio's Embedded Organic Growth and On-Campus Development Potential

We believe our Initial Portfolio is well positioned to achieve high organic growth through in-built contractual escalations, re-leasing to existing tenants at market rents (in-place rents have average 36% mark to market potential), lease-up of existing vacancy (1.3 msf), and on-campus development (3.7 msf of Future Development Potential).

Between FY 2020 and FY 2023, the NOI of our Initial Portfolio (net of one-time adjustment) is projected to increase by 25% as reflected in the chart below. For details, see "*Projections*" on page 256.

Significant Embedded Organic NOI Growth Potential

Initial Portfolio NOI bridge (₹ million)



(1) *Includes an estimated 40% of CIOP's FY2020 and H1FY2021 NOI from the Identified Assets to account for discontinuation of the operational services arrangement between the Identified SPVs and CIOP from September 1, 2020.*
(2) *NOI for FY2021 is based on: (i) audited financial information for H1FY2021; and (ii) projections for H2FY2021. The components of NOI comprising 1. Contracted and others, 2. Lease-up and Re-Leasing (net of rent free and downtime), 3. Lease-up of Under Construction Area, and 4. Ind-AS adjustments and vacancy allowance are subsumed within the income and expenses reported in the audited financial information for H1 FY2021, and are not separately identifiable without reasonable efforts. Therefore, the growth in NOI for FY2021 is presented as a single item in the above chart.*
(3) *Includes NOI earned by CIOP from Identified Assets till September 1, 2020.*
(4) *Includes (i) contractual escalation on leases and CIOP; and (ii) full year impact of leases.*
(5) *Includes (i) lease up of vacant area; (ii) lease-up of under construction area; (iii) re-leasing of expiring area; (iv) impact of rent free and downtime; (v) Ind-AS adjustments for accounting of rent on a straight-line basis during the lock-in period for each lease and deferred income earned on fair value of security deposit; and (vi) vacancy allowance.*

Contracted and others

The leases for our Initial Portfolio are generally long-term, ranging up to fifteen years, which provides visibility on the growth of our future cash flows. A majority of these leases have built-in escalations of either 12% to 15% every three years, which provide strong cash flow growth and a measure of protection against inflation for our Unitholders.

Over the Projections Period, contracted lease terms will generate additional NOI of ₹697 million representing 48% of the total increase in the NOI (net of one-time adjustment).

Lease up of vacant area and under construction area, and increase in existing below-market rents within our Initial Portfolio

As of September 30, 2020, our Initial Portfolio had vacant and leasable space of 1.3 msf (of which 0.5 msf is the recently completed tower in Candor Techspace N1), which we believe, can be leased out in the near term based on the demand for high quality office space, our strong tenant relationships and the track record of our Manager.

The Projections Period also includes contribution from 0.1 msf of Under Construction Area at Candor Techspace N1. We have de-risked this development by obtaining the key approvals required for construction, partially incurring the capital expenditure and having financing agreements in place for the remaining amount.

Due to long-term nature of leases and strong market rent growth, market rents are 36% above the in-place rentals for our Initial Portfolio. The significant upside potential provides higher renewal rental opportunities. Approximately 1.4 msf is expected to come up for expiries between October 1, 2020 and March 31, 2023. Such mark to market potential and attractive re-leasing spreads within our Initial Portfolio are expected to continue to drive growth as more leases come up for renewals.

This lease-up of vacant area and under construction area, and re-lease of expiring area are together expected to generate additional NOI of ₹757 million by FY 2023 (net of other adjustments as noted above including ₹270 million of Ind-AS adjustments and vacancy allowance), representing 52% of the total increase in NOI (net of one-time adjustment).

Future on-campus development

Further, our Initial Portfolio has a Future Development Potential of 3.7 msf, of which 0.1 msf is at Candor Techspace G2 and 0.9 msf is at Candor Techspace N1. The remaining 2.7 msf is located in Candor Techspace K1 (of which 1.7 msf can be developed as mixed-use including commercial office, retail and/or serviced apartments), which will be developed based on strategic and commercial considerations. On November 19, 2020, Candor Kolkata and GIL entered into a joint development agreement for developing 0.52 msf of commercial-cum-retail development out of the total Future Development Potential of 2.7 msf. For further details, see "*-Our Commercial Office Portfolio – Candor Techspace K1*". Our Manager expects to continue the development with a focus on pre-leasing and build-to-suit demand.

Pursue Disciplined and Accretive Acquisition Growth Opportunities. We intend to acquire high quality assets that complement and enhance our Initial Portfolio. In order to provide certain visibility of growth to the Unitholders, Brookfield has agreed to provide:

- rights to acquire the Identified Assets pursuant to the Agreements to Purchase; and
- rights of first offer to acquire the ROFO Properties pursuant to the ROFO Agreements.

High certainty and visible growth from the Identified Assets

We have rights to acquire two properties owned by members of the Brookfield Group in our existing micro-markets of Gurugram and Noida. Our Manager, subject to Unitholder approval, has sole discretion to acquire either or both of the Identified Assets.

Key Terms of the Agreements to Purchase:

- Exercise Period: At any time on and from the date that is six months after the date of listing of the Units on the Stock Exchanges till one year or such later date as may be provided in the Agreements to Purchase or as may be mutually agreed between the parties.
- Exercise Price: Calculated based on the average of the valuations determined by independent valuers at the time for exercise of the rights under the respective Agreements to Purchase, subject to a pre-determined floor price set out in the agreement.
- Discharge of Consideration: Upon execution of the sale and transfer of the shares of the Identified SPVs, the shareholders of the Identified SPVs shall receive an amount equal to the gross acquisition value, as adjusted for the agreed adjustments (as defined in the Agreements to Purchase), by payment in cash or in any other manner as agreed between the Parties in accordance with the terms of the Agreements to Purchase.

For details on the Agreements to Purchase, see "*Key Terms of the Formation Transactions - Agreements to Purchase*" beginning on page 171.

Further potential growth from Right of First Offer (ROFO) Pipeline

We also hold ROFOs over four existing real estate assets in Mumbai owned by members of the Brookfield Group, with a Leasable Area of 6.7 msf. This ROFO pipeline provides the potential to add prime high quality commercial properties in Mumbai to our portfolio and become one of the largest owners of completed commercial assets in one of India's premier gateway cities while driving distributions growth for our Unitholders. The ROFO pipeline is in line with our growth strategy of fortifying our presence in the markets in which we have an established presence and track record.

The ROFO may be exercised at any time during the period of five years following the date on which the Units are listed and commence trading on the Stock Exchanges. For further details on the ROFO Agreements, see "*Key Terms of the Formation Transactions – ROFO Agreements*" beginning on page 174.

Prudent and Flexible Capital Structure Positioned for Growth. We will employ a prudent capital management strategy and seek to maintain a prudent capital structure, which we believe will enable us to:

- maintain a strong balance sheet to facilitate future acquisitions and also undertake asset enhancement initiatives to increase useful life of the office parks;

- optimize cost of capital though diversification of sources of capital including different types of lenders, and nature and structure of debt and equity instruments; and

- maximise net distributions to the Unitholders.

Post the utilization of the net proceeds from the Issue, our total outstanding indebtedness in principal amount will be less than 18.5% of our initial Market Value, which compares favourably to the 49% threshold permissible under the REIT regulations with Unitholders' approval. A conservative leverage profile provides us the flexibility to fund future acquisitions with a desirable mix of debt and equity to facilitate value accretive growth for us and our Unitholders.

We believe our publicly listed nature will enhance our access to new sources and forms of capital, including follow-on offerings of units, listed debt and additional credit facilities, which will provide us with a competitive advantage and flexibility to meet our capital management objectives mentioned above.

OUR COMMERCIAL OFFICE PORTFOLIO

Overview

Initial Portfolio

Our Initial Portfolio has 14.0 msf spread across large gated community office parks in four gateway office markets of India. While three of the office parks (Kensington, Candor Techspace G2 and Candor Techspace K1) are SEZs, Candor Techspace N1 is an IT park. SEZs and IT parks are preferred office locations for technology operations in India as they are entitled to certain tax benefits, provide opportunities for expansion and consolidation and are typically equipped with a diverse range of amenities to cater to the employee base of occupiers.

Our Initial Portfolio is substantially complete with 10.3 msf Completed Area and having 92% Same Store Committed Occupancy (87% Committed Occupancy including the recently completed tower in Candor Techspace N1) and 0.1 msf of Under Construction Area that is expected to be complete by September 2021. Further, the Initial Portfolio has 3.7 msf of Future Development Potential primarily in Candor Techspace N1 and Candor Techspace K1.

Kensington, Mumbai

Candor Techspace G2, Gurugram

Candor Techspace N1, Noida

Candor Techspace K1, Kolkata

Our assets are well differentiated in their respective markets due to their campus style offering, strategic location, extensive connectivity, high quality specifications, modern amenities and our focus on sustainability initiatives. The status of these office parks has further been enhanced through our institutional ownership, our Manager's industry-leading asset management practices and a variety of placemaking initiatives, which have led to superior tenant experiences. These competitive strengths have translated into the office parks outperforming in their micro-markets through a marquee tenant roster, high and consistent occupancy levels, strong renewal and expansion history with existing tenants, and outsized rental growth.

Key Information of the Initial Portfolio

The following table sets forth certain operational information about the Initial Portfolio, as of September 30, 2020:

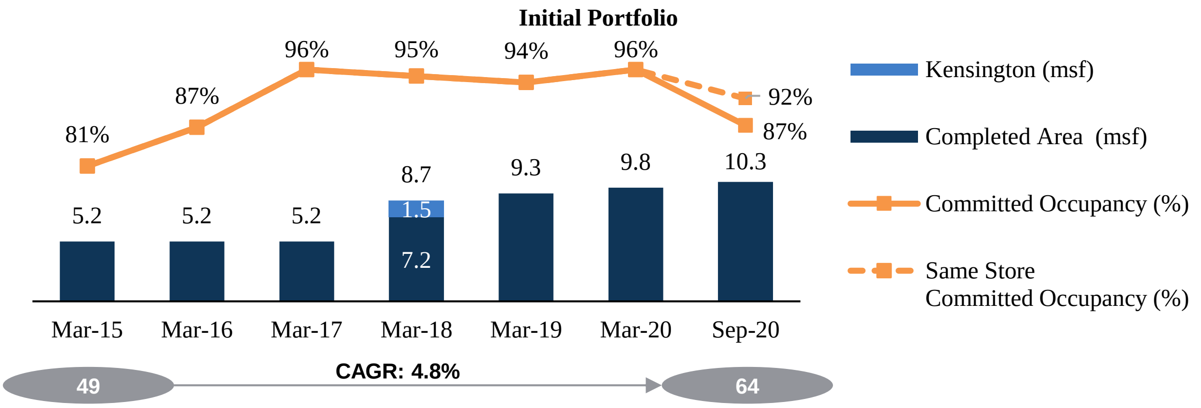
Key Performance Indicators	Initial Portfolio
Leasable Area (msf)	14.0

Key Performance Indicators	Initial Portfolio
Completed Area (msf)	10.3
Under Construction Area (msf)	0.1
Future Development Potential (msf)	3.7
Committed Occupancy (%)	87%
Same Store Committed Occupancy[(1)] (%)	92%
WALE (years)	7.1
Number of Completed buildings	32
Number of Tenants	117
Market Value *(₹ million)*	**₹114,074**
Market Value Completed (%)	*93%*

[(1)]Same Store Committed Occupancy represents Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020. Subsequent to such date, Candor Techspace N1 received an occupancy certificate for 0.5 msf on September 22, 2020.

Operating progress of the office parks under our Manager

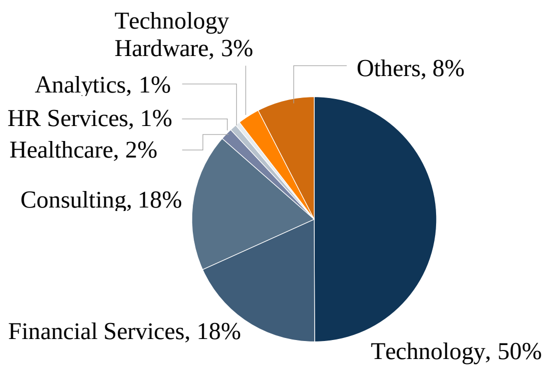
The office parks have made significant operating progress under Brookfield Group's ownership and our Manager. Our Manager also maintained high levels of Committed Occupancy and a healthy growth in per square foot rents while adding new development.



Diversified Tenancy Profile

The Initial Portfolio houses a diverse base of marquee tenants with 75% of Gross Contracted Rentals contracted with multi-national corporations. These marquee tenants represent a broad array of industries, and a majority of these tenants have been occupiers in our portfolio for many years.

The chart below provide a breakdown of area leased by trade sectors represented in the Initial Portfolio:



The following table sets forth details of the 10 largest tenants by Gross Contracted Rentals of the Initial Portfolio:

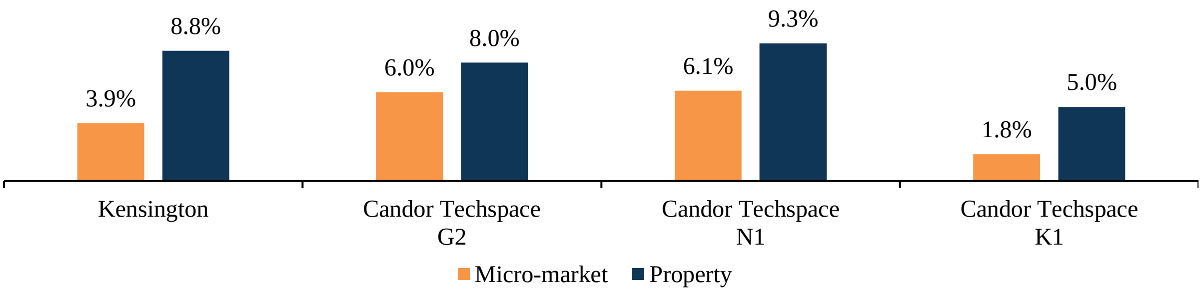
Tenant	Tenant Sector	No. of parks in Initial Portfolio	% of Gross Contracted Rentals	% of area leased
Accenture	Consulting	2	19%	17%
Tata Consultancy Services	Technology	2	17%	17%
Cognizant	Technology	2	10%	14%
Sapient	Technology	1	7%	6%
RBS	Financial Services	1	6%	5%
Bank of America Continuum	Financial Services	1	5%	3%
A Big 4 Accounting Firm	Financial Services	1	3%	2%
Barclays	Financial Services	1	3%	4%
Amdocs	Technology	1	3%	2%
Wipro	HR Services and Technology	1	2%	1%
Total for 10 largest tenants by Gross Contracted Rentals			**75%**	**73%**

Rent and Occupancy Trends

Leasing Rents at the Initial Portfolio have grown at a faster rate than comparable non-strata properties in their micro-markets. The outperformance has been augmented by the scale of the assets (which helps attract large marquee tenants), extensive amenities, their modern facilities and infrastructure, the integrated campus experience and proactive asset management initiatives. The assets have also maintained high levels of Occupancy at the end of each of the last three calendar years.

The following chart sets forth the average Leasing Rent CAGR achieved by the properties, as compared to their micro-markets:

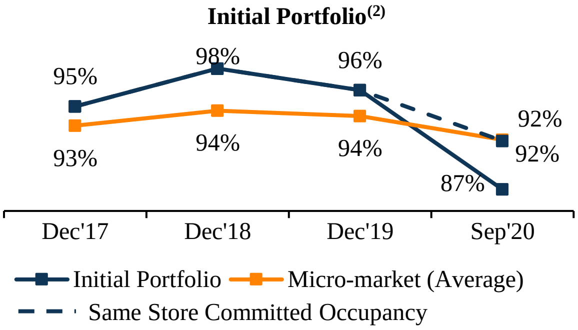
Average Leasing Rent CAGR[(1)]



[(1)]*Source: Industry Report. The CAGRs for all properties are for the period between December 31, 2015 and September 30, 2020, except Kensington, which is between December 31, 2017 and September 30, 2020.*

The following chart sets forth the Committed Occupancy levels achieved by the Initial Portfolio, as compared to the non-strata properties in their micro-markets over the specified dates:

Committed Occupancy[(1)]

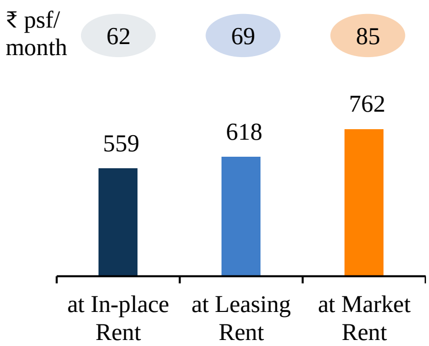


[(1)]The occupancy for the micro-markets are as per the Industry Report, weighed on Leasable Area of the properties as of the dates indicated.
[(2)]The Committed Occupancy was low as of September 30, 2020 due to a) the completion of a new tower at Candor Techspace N1 during the quarter ending September 30, 2020, and b) 0.4 msf contracted lease expiries since March 31, 2020, which are yet to be re-leased.

Mark to Market Potential

As of September 30, 2020, the average in-place rent across the Initial Portfolio was ₹62 psf/month compared to an estimated average market rent of ₹85 psf/month according to the Industry Report, resulting in a substantial mark to market potential of 36%.

Warm Shell Rental (₹ million / month)



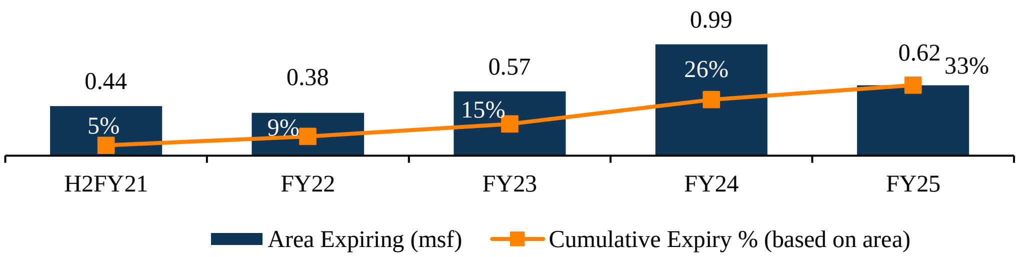
Mark to market potential is calculated as a percentage of the difference between the estimated market rent according to the Industry Report and the in-place rent for a specified period divided by the in-place rent for that specified period.
Market rent calculated as average rent as per the Industry Report for each micro-market, weighed on area leased as of September 30, 2020.

We have been able to increase rents at our office parks and achieve significant re-leasing spreads in several cases, including:

- at Candor Techspace G2, we renewed approximately 284,000 square feet to the incumbent tenant in the financial services sector at an increase of 33%, during the financial year 2021;
- at Candor Techspace K1, we renewed approximately 121,000 square feet to the incumbent tenant in the technology sector during the financial year 2021; and
- at Candor Techspace G2, we re-leased approximately 50,000 square feet to a new tenant in the consulting sector at an increase of 60%, during the financial year 2018.

Lease Expiry Profile

The WALE of the Initial Portfolio is 7.1 years, with only 33% of leases expiring, based on area, in the period between October 1, 2020 and March 31, 2025 as shown in the graph below:



Note: The bars represent leases expiring, based on area, during the period, in million square feet. 0.9 msf of leases expired in H1FY21, of which 0.5 msf (52%) have been re-leased.

The following table sets out information relating to cumulative expiration of Gross Contracted Rentals in the Initial Portfolio, projected re-leasing spread and mark to market potential for the periods indicated:

	H2FY2021	FY2022	FY2023	FY2024	FY2025
% Cumulative Expiration of Gross Contracted Rentals	6%	9%	17%	29%	37%
In-place rent at expiration (₹ psf/month)	75	51	94		
Projected re-leasing spread[(1)]	7%	(1%)	20%		
Mark to market potential[(2)]	26%	15%	37%		

Note: In-place rent at expiration, projected re-leasing spread and mark to market potential have been computed for expiring office leases only.

[(1)]*Projected re-leasing spread is calculated as a percentage of the difference between the re-leasing rent assumed as per the Projections and the in-place rent for a specified period divided by the in-place rent for that specified period.*

[(2)]*Mark to market potential has been projected for H2FY 2021, FY 2022 and FY 2023 using estimated market rent as per the Industry Report and grown at the Leasing Rent growth assumed by the Manager as per the Projections.*

Historical Development and Leasing Activity

Over the years, the Completed Area of the Initial Portfolio has increased by 3.6 msf through on campus developments. The following table sets forth details of the Completed Area added during the specified periods:

(in msf)

	FY16	FY17	FY18	FY19	FY20	H1FY21	Total
Initial Portfolio	0.02	0.03	2.0	0.6	0.5	0.5	3.6

Note: The information above does not include the addition of Kensington as it was purchased as a fully developed property.

We have a demonstrated track record of leasing space to new as well as existing tenants, and have leased out an aggregate of 4.3 msf in the Initial Portfolio in the period between April 1, 2015 and September 30, 2020 (information for Kensington has been included from FY 2018 onwards). The following table sets forth details of the area leased for the specified periods:

(in msf)

	FY16	FY17	FY18	FY19	FY20	H1FY21[(1)]	Total
Initial Portfolio	0.4	0.2	2.3	0.6	0.8	0.1	4.3

Note: The information above does not include the area that was already leased at Kensington when we started managing the property.
[(1)] *Includes areas leased with lease commencement dates post September 30, 2020.*

OUR INITIAL PORTFOLIO

Kensington, Powai, Mumbai

Property Description

Kensington is a 1.5 msf Grade-A office SEZ complex and is uniquely positioned as the only private IT/ITeS SEZ in the island city of Mumbai. *(Source: Industry Report)* The office park is situated within Hiranandani Gardens, Powai, a modern township comprising residential towers, office complexes, hospitals, schools and high street retail. This 'live-work-play' ecosystem has grown to become a key differentiating factor for our office park, driven by an increasing focus by corporate occupiers on lifestyle solutions for their employees.

Kensington is located in the Andheri and Powai micro-market, which is one of the most established commercial precincts in Mumbai. Demand for office space in this micro-market has significantly increased over the last few years due to larger properties, improving infrastructure, availability of quality residences and excellent connectivity to other parts of Mumbai. The office park will further benefit through improved intra-city transportation links resulting from the ongoing metro construction in both east-west and north-south corridors.

BSREP II India owns Powai Business District, which has ownership interests in a cluster of 14 other buildings in the township, and is a part of the ROFO Properties. Our Manager has commenced planning multiple upgrade initiatives to benefit the commercial complexes, which is expected to augment the market positioning of Kensington. Such amenities will include a food court, a multi-purpose arena and upgraded lobbies.

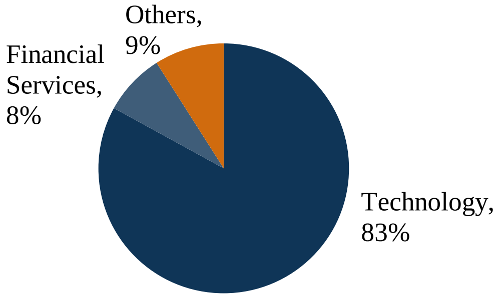
Select operational information on Kensington has been summarized in the table below:

Key Asset Information	
Asset SPV	Festus Properties Private Limited
Year of Acquisition	2019
Land Size (Acres)	8.96
Land Ownership	Freehold
Leasable Area (msf)	1.5
Completed Area (msf)	1.5
Completed Buildings	1
Area Leased (msf)	1.3
Committed Occupancy (%)	86%
WALE (years)	3.0
Number of Tenants	11
Market Value (₹ million)	**₹25,374**

Tenancy Profile

The largest tenants at Kensington, by Gross Contracted Rentals, include Tata Consultancy Services, Wipro, Cognizant. Kensington's top 10 tenants accounted for approximately 100% of its Gross Contracted Rentals.

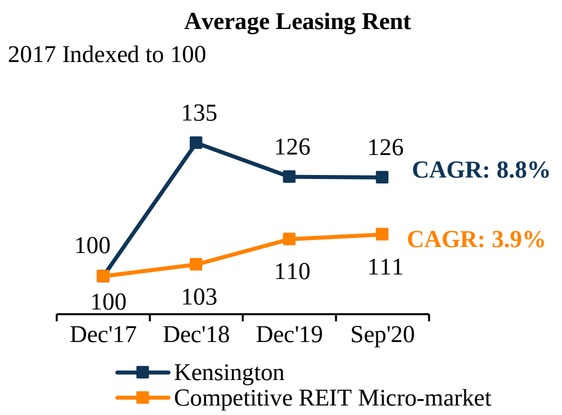
There are 11 tenants at Kensington, primarily from the technology and financial services sectors. The chart below sets forth details of area leased by trade sectors represented at the office park:

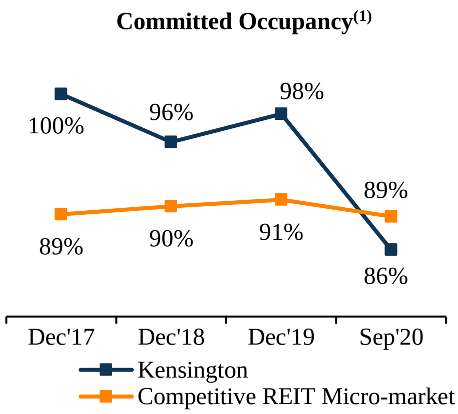


Rent and Occupancy Trends

Kensington's scale and leading infrastructure, its proximity to residential areas and other social infrastructure coupled with its extensive connectivity, have enabled it to maintain significantly high levels of Occupancy and grow its average Leasing Rent.

The following charts sets forth the increase in average Leasing Rent achieved at Kensington and rents at other similar assets in the competitive micro-market (comprising similar buildings in the micro-markets of Andheri and Powai, Malad-Goregaon and the eastern suburbs) as well as details of its Committed Occupancy levels:



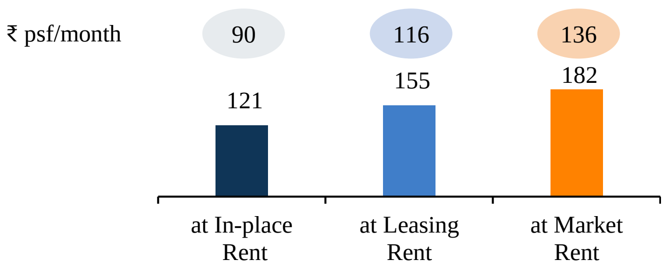


Note: The average Leasing Rent for Kensington represents the average rent for new leases for the 12-month period preceding the dates indicated. The rent for the micro-market is the average rent as of the dates indicated and along with the occupancy rates, are as per the Industry Report.
(1) The Committed Occupancy was low as of September 30, 2020 due to 0.1 msf contracted lease expiries since March 31, 2020.

Mark to Market Potential

The average in-place rent at Kensington was ₹90 psf/month compared to a Leasing Rent of ₹116 psf/month, and an estimated market rent of ₹136 psf/month according to the Industry Report, resulting in high mark to market potential of 51%, as illustrated below:

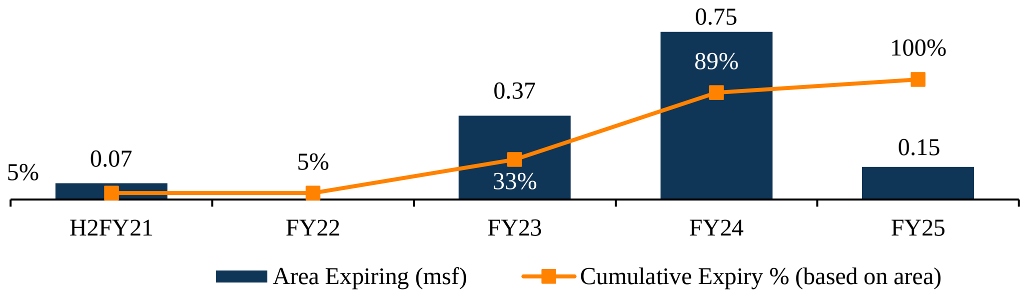
Warm Shell Rental (₹ million / month)



Note: Market rent calculated as per the Industry Report, as of September 30, 2020 and the Leasing Rent is as per the Projections.

Lease Expiry Profile

The WALE of Kensington is 3.0 years, with 1.3 msf (i.e., 100%) of the leases expiring, based on area, between October 1, 2020 and March 31, 2025 as illustrated below:



Note: The bars represent leases expiring, based on area, during the period, in million square feet.

The following table sets out information relating to cumulative expiration of Gross Contracted Rentals in Kensington, projected re-leasing spread and mark to market potential for the periods indicated:

	H2FY2021	FY2022	FY2023	FY2024	FY2025
% Cumulative Expiration of Gross Contracted Rentals	6%	6%	35%	85%	100%
In-place rent at expiration (₹ psf/month)	98	-	104		
Projected re-leasing spread	30%	-	25%		
Mark to market potential	42%	-	48%		

Note: In-place rent at expiration, projected re-leasing spread and mark to market potential have been computed for expiring office leases only.

Planned Upgrade Initiatives

We are planning to undertake certain initiatives which we believe will enhance the value of Kensington and provide our tenants with a superior experience, such as:

- upgrading the entrance lobbies by providing a new seating lounge, and a new reception area;
- enhancing the landscaping of the property and creating sit-out areas at the podium and other levels; and
- providing amenities such as a food court and a multi-sports arena.

Entrance Lobby (artist's impression)

Food court (artist's impression)

Candor Techspace G2, Sector 21, Gurugram

Property Description

Spread over 28.53 acres, Candor Techspace G2 is the largest office SEZ in Gurugram in terms of leasable area. The property is a large, Grade-A, multi-tenanted office campus and is located in the Gurugram North micro-market, the central business district of Gurugram with other landmark office properties such as DLF Cybercity. The office park has been an established location for over 13 years and is strategically located in close proximity to the Delhi Airport (an approximately 10 km drive) and houses superior social infrastructure comprising leading malls and luxury hotels. It also benefits from excellent access and connectivity through two major arterial roads, which is further expected to improve with the planned metro line and the Delhi–Alwar Regional Rapid Transit System which is expected to be within walking distance from the office park.

Candor Techspace G2 is built to institutional specifications in a campus-style format and has 13 operational buildings with 3.9 msf of Completed Area and 0.1 msf of Future Development Potential. It offers an integrated business ecosystem to its tenants, with a variety of amenities such as a food court, cafeteria, a gymnasium and health club, convenience and retail stores, day care centres, multi-level car park, medical facilities (including a pharmacy, dental clinic and ambulance services), shuttle transport and concierge services and ATMs catering to the employees working at the office park. It also provides infrastructure such as, terrace gardens, landscaped public areas and has five approved entry and exit points (four of which are operational) implemented in order to reduce traffic bottlenecks. Consistent with our focus on environmental sustainability, several energy efficiency initiatives have been undertaken within the office park such as, a 334 KWp solar power plant, a 66 KV sub-station and LED lighting. We have also implemented waste management systems at the office park. These sustainability initiatives have led to Candor Techspace G2 being awarded IGBC Platinum Certification and Five Star Occupational Health and Safety Rating from British Safety Council.

The table below sets out a summary of select operational information about Candor Techspace G2:

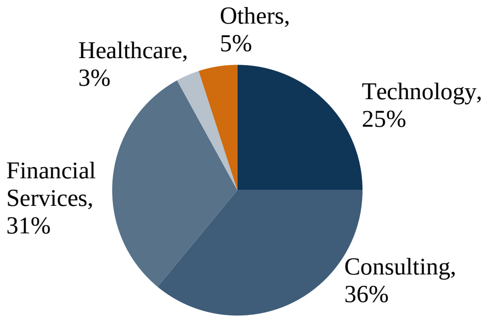
Key Asset Information	
Asset SPV	Candor Kolkata One Hi-Tech Structures Private Limited
Year of Acquisition	2015
Land Size (Acres)	28.53[(1)]
Land Ownership	Joint Development Agreement with GIL[(2)]
Leasable Area (msf)	4.0
Completed Area (msf)	3.9
Future Development Potential (msf)	0.1
Completed Buildings	13
Area Leased (msf)	3.5
Committed Occupancy (%)	91%
WALE (years)	8.0
Number of Tenants	49
Market Value (₹ million)	**₹43,582**

(1)Includes 27.7 acres of land which is a SEZ and 0.8 acres of land is currently under the process of being notified as a SEZ.
(2) Candor Gurgaon 2 (now merged with Candor Kolkata) has entered into the G2 Co-Development Agreement with GIL in relation to Candor Techspace G2. Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement.

Tenancy Profile

The largest tenants at Candor Techspace G2, by Gross Contracted Rentals, include Accenture, Sapient, RBS, Bank of America Continuum and Amdocs. The top 10 tenants at Candor Techspace G2 accounted for 94% of its Gross Contracted Rentals.

Candor Techspace G2 has a diverse base of 49 tenants comprising multinational corporations representing a broad array of industries, including consulting, financial services and technology. The chart below sets forth details of area leased by trade sectors represented in the office park:

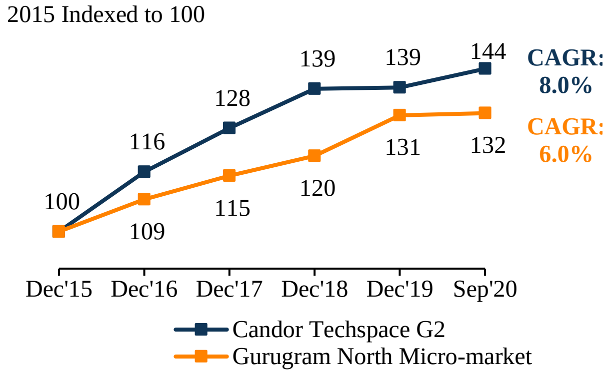


Rent and Occupancy Trends

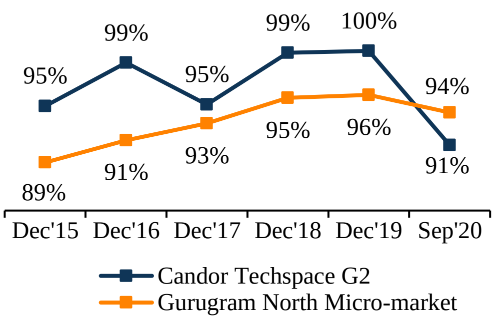
There has been a significant growth in average Leasing Rent at Candor Techspace G2 over the periods presented on account of the high quality, upgrade initiatives undertaken, integrated office campus experience and superior infrastructure including multiple entry and exit points. Further, the office park has also maintained substantially high levels of occupancy at the end of each of the last five calendar years.

The charts below set out the increase in average Leasing Rent at Candor Techspace G2 and rents in the Gurugram North micro-market, along with details of the Committed Occupancy levels:

Average Leasing Rent



Committed Occupancy[(1)]



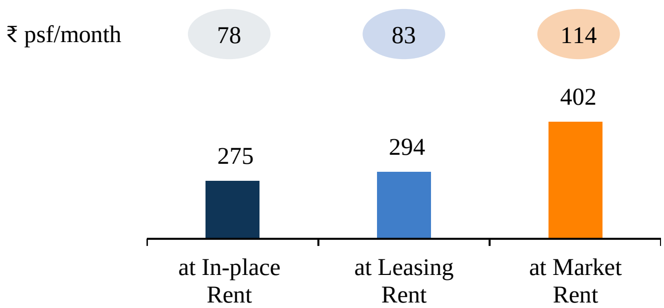
Note: The average Leasing Rent for Candor Techspace G2 represents the average rent for new leases for the 12-month period preceding the dates indicated. The rent for the micro-market is the average rent as of the dates indicated and along with the occupancy rates, are as per the Industry Report.

[(1)]The Committed Occupancy was low as of September 30, 2020 due to contracted lease expiries since March 31, 2020.

Mark to Market Potential

The average in-place rent at Candor Techspace G2 was ₹78 psf/month compared to a Leasing Rent of ₹83 psf/month, and an estimated market rent of ₹114 psf/month according to the Industry Report, resulting in high mark to market potential of 46%, as illustrated below:

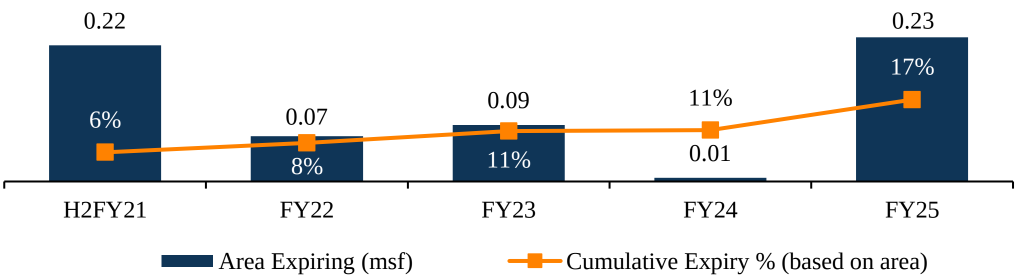
Warm Shell Rental (₹ million / month)



Note: Market rent calculated as per the Industry Report, as of September 30, 2020 and the Leasing Rent is as per the Projections.

Lease Expiry Profile

The WALE of Candor Techspace G2 is 8.0 years, with 0.6 msf (i.e. 17%) of the leases expiring, based on area, between October 1, 2020 and March 31, 2025:



Note: The bars represent leases expiring, based on area, during the period, in million square feet. 0.5 msf of leases expired in H1FY21, of which 0.3 msf (53%) have been re-leased.

The following table sets out information relating to cumulative expiration of Gross Contracted Rentals at Candor Techspace G2, projected re-leasing spread and mark to market potential for the periods indicated:

	H2FY2021	FY2022	FY2023	FY2024	FY2025
% Cumulative Expiration of Gross Contracted Rentals	7%	9%	11%	12%	18%
In-place rent at expiration (₹ psf/month)	87	81	90		
Projected re-leasing spread	1%	10%	0%		
Mark to market potential	33%	48%	41%		

Note: In-place rent at expiration, projected re-leasing spread and mark to market potential have been computed for expiring office leases only.

Planned Upgrade Initiatives

We are undertaking certain initiatives to enhance the value of Candor Techspace G2, such as:

- upgrading the entrance lobbies by a new seating lounge, a digital directory and a new reception area;
- re-designing the landscaping of the property and creating sit-out areas; and
- creating a new and seamless arrival experience through a visitor management center.

Entrance Lobby (artist's impression)

Visitor Management Center (artist's impression)

Key Achievements under our Ownership and our Manager

With our institutional real estate expertise and market leading asset management initiatives, we have achieved the following significant milestones at Candor Techspace G2:

- grown the Completed Area from 2.0 msf as of April 1, 2015 to 3.9 msf as of September 30, 2020 through new developments at the office park;
- successfully re-leased space to existing or new tenants over the years maintaining above-market occupancy levels of over 90% at the end of each of the last five financial years;
- achieved growth in average Leasing Rent to ₹84 psf/month during the 12-month period preceding September 30, 2020 from ₹58 psf/month during the 12-month period preceding December 31, 2015; and
- materially improved tenant satisfaction scores from 83% during the financial year 2017 to 94% during the financial year 2020.

The following table sets forth details of certain key operational metrics:

Metric	At March 31, 2015	FY16	FY17	FY18	FY19	FY20	H1FY21
Completed Area (msf), end of year/period	2.0	2.0	2.0	3.6	3.6	3.9	3.9
Area constructed during the year/period (msf)		-	-	1.6	-	0.2	-
Area leased during the year/period (msf)		0.05	0.1	1.6	0.2	0.2	0.02
Committed Occupancy (%), end of	93%	95%	98%	95%	100%	99%	91%

Metric	At March 31, 2015	FY16	FY17	FY18	FY19	FY20	H1FY21
year/period							
In-place rent psf / month (end of year/period)	66	66	67	70	72	76	78

Key Placemaking Initiatives

We have undertaken several major initiatives to enhance the value of Candor Techspace G2 and provide our tenants a superior experience, such as:

- installation of a 66 KV sub-station in the office park, which we believe has reduced reliance on diesel generator sets, and has resulted in savings in electricity charges, lowering common area maintenance costs for our tenants;

- installation of rooftop solar panels and rain water harvesting pits to reduce our carbon footprint and water consumption along with measures to recycle water and waste;

- setting up terrace gardens, dedicated health club and introduction of several amenities such as a pharmacy, convenience stores and medical facilities;

- renovations at the office park such as refurbishing the food court, landscaping the property and improving the lobby to enhance tenant experience; and

- resolution of traffic congestion issues by creating dedicate zones for light and heavy commercial vehicles, working with local municipal bodies to improve external road infrastructure, reduction of campus ingress and egress timings by increasing the number of operational entry and exit gates from two to four, usage of RFID based parking and relocating the parking area within the campus.

Candor Techspace N1, Sector 62, Noida

Property Description

Spread over 19.25 acres, Candor Techspace N1 is one of the largest office parks in the Sector 62, Noida micro-market in terms of leasable area and is zoned as an information technology park. The office park is one of the few high quality Grade-A office parks in Noida and is well placed to provide expansion space to its occupiers through its on-site development potential. The office park benefits from its proximity to Delhi and its location in the heart of the Sector 62 Noida micro-market, which has become a hub for technology outsourcing and has witnessed a proliferation of occupiers over the last four years. It enjoys superior connectivity and is connected to the rest of NCR by a 14 lane expressway and the metro rail.

Candor Techspace N1 has six completed buildings totaling to 1.9 msf of Completed Area, 0.1 msf of Under Construction Area and 0.9 msf of Future Development Potential. The integrated ecosystem of the office park offers a modern workplace environment that features a diverse array of amenities such as convenience and retail stores, day care centre, salon, fire safety facilities, a pharmacy, banks and ATMs. Further, our ongoing construction includes an amenity block with a food court, cafeterias and food and beverage outlets to improve tenant experience. Candor Techspace N1 has also been awarded a BEE 5 Star rating.

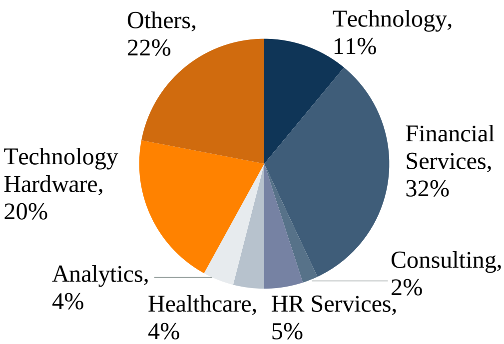
The table below sets out a summary of select operational information about Candor Techspace N1:

Key Asset Information	
Asset SPV	Shantiniketan Properties Private Limited
Year of Acquisition	2015
Land Size (Acres)	19.25
Land Ownership	Leasehold (on a 90 year lease from NOIDA)
Leasable Area (msf)	2.8
Completed Area (msf)	1.9
Under Construction Area (msf)	0.1
Future Development Potential (msf)	0.9
Completed Buildings	6
Area Leased (msf)	1.3
Committed Occupancy (%)	72%
Same Store Committed Occupancy (%)	97%
WALE (years)	7.6
Number of Tenants	38
Market Value (₹ million)	**₹19,736**

Tenancy Profile

The five largest tenants at Candor Techspace N1, by Gross Contracted Rentals, include Barclays, Amazon, Landis + Gyr, Pine Labs and a UK based analytics firm. The top 10 tenants at Candor Techspace N1 accounted for 82% of its Gross Contracted Rentals.

There are 38 tenants at Candor Techspace N1 comprising both, prominent multinationals and Indian corporates, and while the largest tenant segment is the financial services sector, there are tenants from other sectors such as technology and technology hardware. The following chart provides a breakdown of area leased by trade sectors represented in the office park:



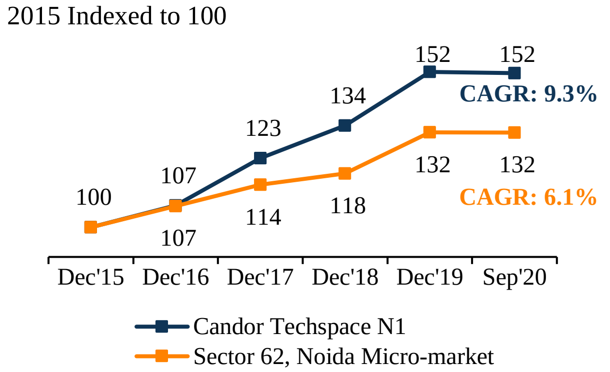
Rent and Occupancy Trends

Candor Techspace N1 has witnessed strong growth in average Leasing Rent on account of the premium office campus experience and amenities that it provides and its extensive connectivity.

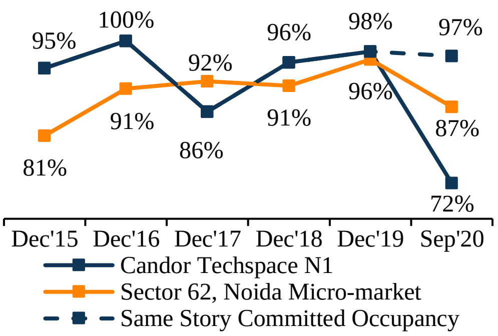
Sector 62, Noida has witnessed limited new supply since 2015 while the occupier demand has grown more robust. On account of its superior positioning, Candor Techspace N1 has significantly outperformed the micro-market in terms of rental growth over the last five years. *(Source: Industry Report)*

The following charts set forth the increase in average Leasing Rent achieved at Candor Techspace N1 and rents at other Grade-A assets in the Sector 62, Noida micro-market, as well as details of its Committed Occupancy levels:

Average Leasing Rent



Committed Occupancy[1]



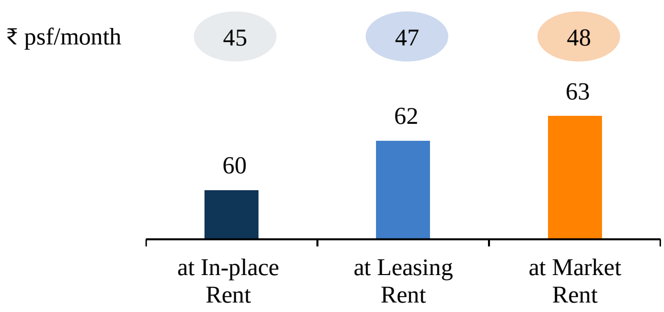
Note: The average Leasing Rent for Candor Techspace N1 represents the average rent for new leases for the 12-month period preceding the dates indicated. The rent for the micro-market is the average rent as of the dates indicated and along with the occupancy rates, are as per the Industry Report.

[1]The Committed Occupancy was low as of December 31, 2017 due to the completion of 0.3 msf during the quarter ending December 31, 2017 and was low as of September 30, 2020 due to the completion of 0.5 msf during the quarter ending September 30, 2020.

Mark to Market Potential

The average in-place rent at Candor Techspace N1 was ₹45 psf/month compared to a Leasing Rent of ₹47 psf/month, and an estimated market rent of ₹48 psf/month according to the Industry Report, resulting in a mark to market potential of 6%, as illustrated below:

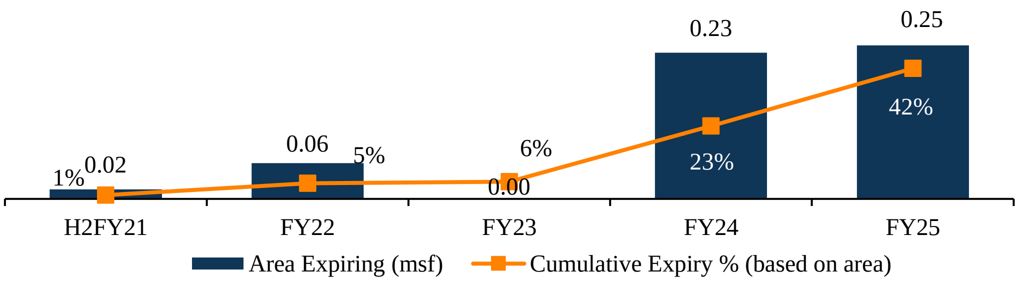
Warm Shell Rental (₹ million / month)



Note: Market rent calculated as per the Industry Report, as of September 30, 2020 and the Leasing Rent is as per the Projections.

Lease Expiry Profile

The WALE of Candor Techspace N1 is 7.6 years, with only 0.6 msf (i.e., 42%) of the leases expiring, based on area, between October 1, 2020 and March 31, 2025 as illustrated below:



Note: The bars represent leases expiring, based on area, during the period, in million square feet.

The following table sets out information relating to cumulative expiration of Gross Contracted Rentals at Candor Techspace N1, projected re-leasing spread and mark to market potential for the periods indicated:

	H2FY2021	FY2022	FY2023	FY2024	FY2025
% Cumulative Expiration of Gross Contracted Rentals	2%	6%	7%	22%	39%
In-place rent at expiration (₹ psf/month)	-	40	-		
Projected re-leasing spread	-	33%	-		
Mark to market potential	-	27%	-		

Note: In-place rent at expiration, projected re-leasing spread and mark to market potential have been computed for expiring office leases only.

Ongoing Development Projects

Candor Techspace N1 has an amenity block (Block 8) with 0.1 msf Under Construction Area. In addition, Candor Techspace N1 has 0.9 msf of Future Development Potential. Further details on such asset is as follows:

	Leasable Area (msf)	Expected Completion	Percentage Completed (September 30, 2020)
Amenity Block (Block 8)	0.1	September 2021	36%

The picture below represents the construction status for Candor Techspace N1:

Amenity Block (Block 8) (as of September 2020)

Key Achievements under our Ownership and our Manager

We have achieved the following milestones at Candor Techspace N1:

- more than doubled the Completed Area from 0.7 msf as of April 1, 2015 to 1.9 msf as of September 30, 2020 through new developments at the office park;
- achieved growth in average Leasing Rent to ₹50 psf/month during the 12-month period preceding September 30, 2020 from ₹33 psf/month during the 12-month period preceding December 31, 2015;
- maintained high levels of occupancy at the end of each of the last five financial years;
- improved tenant satisfaction scores from 78% during the financial year 2017 to 92% during the financial year 2020.

The following table sets forth details of certain key operational metrics:

Metric	At March 31, 2015	FY16	FY17	FY18	FY19	FY20	H1FY21
Completed Area (msf), end of year/period	0.7	0.7	0.7	1.0	1.4	1.4	1.9
Area constructed during the year/period (msf)		-	-	0.3	0.4	-	0.5
Area leased during the year/period (msf)		0.3	0.1	0.3	0.2	0.2	0.03
Committed Occupancy (%), end of year/period	58%	95%	100%	94%	83%	100%	72%*
In-place rent psf / month (end of year/period)	33	33	34	38	42	42	45

*Same Store Committed Occupancy of 97%.

Key Placemaking Initiatives

We have undertaken several initiatives to enhance the attractiveness of Candor Techspace N1 to our existing and prospective tenants, including:

- reduction of campus ingress and egress timings by upgrading entry and exit points and upgrading parking systems to RFID based parking;
- introduction of several tenant convenience facilities such as day care centres, a salon, ATMs, 24x7 convenience store and enhanced the amenities offered on campus; and
- installation of rooftop solar panels.

We are also in early stages of undertaking the following initiatives:

- implementing upgrades and renovations at the office park, such as upgrading the lobbies and refurbishing the food court to make it an attractive office campus for large multi-national corporates; and
- an amphitheater to provide recreational area to tenants.

Candor Techspace K1, Rajarhat, Kolkata

Property Description

Spread over 48.38 acres, Candor Techspace K1 is a prominent office SEZ, and the largest campus style office development in eastern India. The property is a large Grade-A office park, located in the New Town precinct of the Rajarhat micro-market, which has emerged as a preferred office address due to its institutional quality stock and cost-effective rentals.

The Rajarhat micro-market is connected to Bishwa Bangla Sarani, which is the main connecting road to rest of Kolkata. Bishwa Bangla Sarani is part of the arterial road network in New Town where multiple elevated corridors and underpasses have been created to ease traffic and enhance connectivity. Candor Techspace K1 is in proximity to large hospitals, prominent malls, a convention centre and premium educational institutions and offers abundant modern and affordable housing. Further, through the upcoming metro connectivity, Rajarhat is expected to become a preferred location of work for the residents of eastern and northern Kolkata.

Candor Techspace K1 has 12 completed buildings aggregating to 3.1 msf of Completed Area and 2.7 msf of Future Development Potential. Candor Techspace K1 comprises of 45.38 acres of SEZ notified land and three acres of land outside the SEZ area, which is planned to be developed for mixed-use, such as for commercial, retail and/ or serviced apartments as part of the Future Development Potential. With a wide range of amenities available to its tenants such as a food court, outdoor sports facility, cafeterias, banquet hall, a health club with a swimming pool, convenience and retail stores, day care centres, and medical facilities (including a pharmacy, wellness centre and ambulance services), the office park offers modern campus infrastructure which provides it a significant differentiation over competing properties.

Candor Techspace K1 is the only property in Kolkata which is a BEE 4 Star IT/ITeS SEZ campus, which reflects our commitment to developing energy efficient commercial premises. For details, see "-*Awards and Other Certifications*" on page 156.

The following table summarizes select operational information regarding Candor Techspace K1:

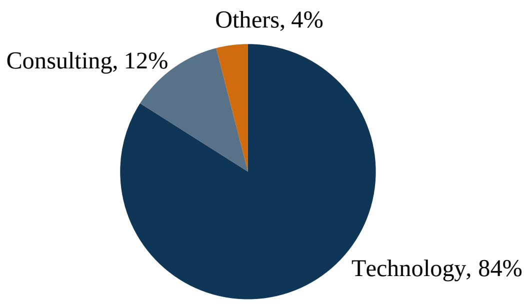
Key Asset Information	
Asset SPV	Candor Kolkata One Hi-Tech Structures Private Limited
Year of Acquisition	2015
Land Size (Acres)	48.38
Land Ownership	Freehold
Leasable Area (msf)	5.7
Completed Area (msf)	3.1
Future Development Potential (msf)	2.7
Completed Buildings	12
Area Leased (msf)	2.8
Committed Occupancy (%)	92%
WALE (years)	7.6
Number of Tenants	40
Market Value (₹ million)	**₹25,382[1]**

*[1]A Joint Development Agreement ("**JDA**") has been signed between Candor Kolkata and Gurgaon Infospace Limited ("**GIL**") for developing 0.52 msf of commercial-cum-retail development out of the total Future Development Potential of 2.7 msf on November 19, 2020, wherein GIL shall pay Candor Kolkata a sum of ₹1,000 million (inclusive of GST) which is to be paid in the following manner: (i) ₹80 million in 12 quarterly instalments from January 2021 and (ii) ₹20 million each in the quarter starting April 2021 and April 2022. GIL will be entitled to receive 28% of revenue comprising rentals, CAM margins, parking and any other revenue.*

Tenancy Profile

The five largest tenants at Candor Techspace K1, by Gross Contracted Rentals, include Cognizant, Tata Consultancy Services, Accenture, Capgemini and Genpact. The top 10 tenants at Candor Techspace K1 accounted for 98% of its Gross Contracted Rentals.

Candor Techspace K1 has leased space to 40 tenants and while its key tenants are primarily from the technology sector, it also attracts tenants from other sectors such as consulting, as illustrated below:

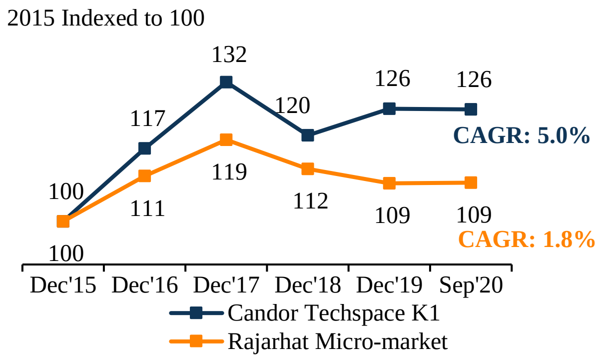


Rent and Occupancy Trends

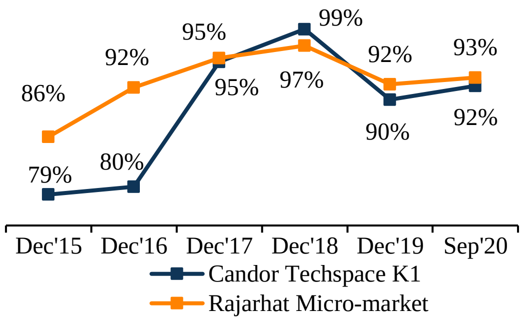
On account of the superior integrated office experience and range of amenities provided at Candor Techspace K1, there has been a significant growth in average Leasing Rent. The office park has also maintained high levels of Occupancy at the end of each of the last three calendar years.

The increase in average Leasing Rent achieved at Candor Techspace K1 over other Grade-A assets in the Rajarhat micro-market, as well as details of the Committed Occupancy levels at the office park are set forth in the charts below:

Average Leasing Rent



Committed Occupancy



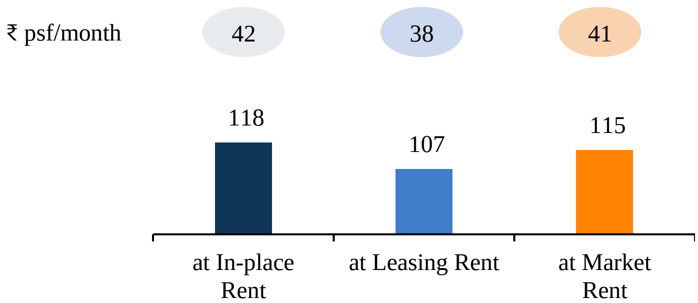
Note: The average Leasing Rent for Candor Techspace K1 represents the average rent for new leases for the 12-month period preceding the dates indicated. The rent for the micro-market is the average rent as of the dates indicated and along with the occupancy rates, are as per the Industry Report.
The Committed Occupancy was low as of December 31, 2019 due to the addition of 0.5 msf during the quarters ending June 30, 2019 and September 30, 2019.

Candor Techspace K1 is the largest asset in Kolkata and has become one of the landmark properties in the micro-market. On account of limited supply of institutionally owned quality office space in the micro-market, Candor Techspace K1 is favorably placed and has seen significant absorption in recent years which has led to lower vacancies. *(Source: Industry Report)*

In-place Rent and Market Rent

Candor Techspace K1 has outperformed its micro market and the average in-place rent at Candor Techspace K1 was ₹42 psf/month compared to a Leasing Rent of ₹38 psf/month, and an estimated market rent of ₹41 psf/month according to the Industry Report, as illustrated below:

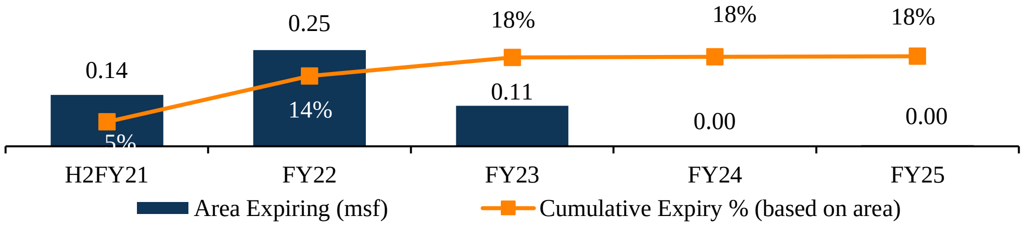
Warm Shell Rental (₹ million / month)



Note: Market rent calculated as per the Industry Report, as of September 30, 2020 and the Leasing Rent is as per the Projections.

Lease Expiry Profile

The WALE of Candor Techspace K1 is 7.6 years, with 0.5 msf (i.e. 18%) of the leases expiring, based on area, between October 1, 2020 and March 31, 2025 as shown below:



Note: The bars represent leases expiring, based on area, during the period, in million square feet. 0.15 msf of leases expired in H1FY21, of which 0.15 msf (100%) have been re-leased.

The following table sets out information relating to cumulative expiration of Gross Contracted Rentals at Candor Techspace K1, projected re-leasing spread and mark to market potential for the periods indicated:

	H2FY2021	FY2022	FY2023	FY2024	FY2025
% Cumulative Expiration of Gross Contracted Rentals	5%	15%	17%	18%	18%
In-place rent at expiration (₹ psf/month)	46	46	43		
Projected re-leasing spread	(13%)	(11%)	1%		
Mark to market potential	(9%)	(6%)	2%		

Note: In-place rent at expiration, projected re-leasing spread and mark to market potential have been computed for expiring office leases only.

Future Development Potential

Candor Techspace K1 has 2.7 msf of Future Development Potential, of which 1.0 msf can be developed for commercial office space and 1.7 msf can be developed as mixed-use including commercial office, retail and/or serviced apartments.

Planned Upgrade Initiatives

We are undertaking certain initiatives to enhance the value of Candor Techspace K1 and provide our tenants a superior experience, such as:

- renovating and expanding the food court and we plan to provide for institutional catering;
- refurbishing the banquet facility and plan to install modern audio-visual equipment and create a pre-function space; and
- revamping the health club including gym and swimming pool.

Food court (artist’s impression)

Banquet pre-function space (artist’s impression)

Key Achievements under our Ownership and our Manager

We have achieved the following key milestones at Candor Techspace K1:

- grown the Completed Area from 2.5 msf as of April 1, 2015 to 3.1 msf as of September 30, 2020 through new developments at the office park;
- maintained superior levels of Committed Occupancy of over 90% at the end of each of the last three years;
- achieved growth in average Leasing Rent to ₹41 psf/month during the 12-month period preceding September 30, 2020 from ₹33 psf/month during the 12-month period preceding December 31, 2015; and
- based on internal customer satisfaction surveys conducted, improved tenant satisfaction scores from 87% during the financial year 2017 to 92% during the financial year 2020.

The following table sets forth details of certain key operational metrics:

Metric	At March 31, 2015	FY16	FY17	FY18	FY19	FY20	H1FY21
Completed Area (msf), end of year/period	2.5	2.5	2.5	2.5	2.8	3.1	3.1
Area constructed during the year/period (msf)		-	-	-	0.3	0.2	-
Area leased during the year/period (msf)		0.04	0.03	0.4	0.1	0.3	0.04
Committed Occupancy (%), end of year/period	78%	79%	94[(1)]%	95%	91%	91%	92%
In-place rent psf / month (end of year/period)	37	36	38	39	40	41	42

(1) Includes a 0.4 msf lease committed in FY 2017 where the lease commencement date was in FY 2018.

Key Placemaking Initiatives

We have undertaken several initiatives at Candor Techspace K1, such as:

- improved property's land title to freehold;
- increased development potential through several initiatives including purchase of additional contiguous land;
- installed rooftop solar panels and undertaken initiatives to reduce water and energy consumption and reduce our carbon footprint;
- introduced several amenities such as a telecom store, pharmacy, convenience stores, banks, salons, courier and concierge services and F&B outlets including some outlets which operate round-the-clock; and
- improved connectivity both, within and immediately outside the office park, through dedicated shuttle services.

IDENTIFIED ASSETS

We will benefit from the existing asset base of Brookfield and have entered into the Agreements to Purchase to acquire Candor Techspace G1 and Candor Techspace N2. Under such Agreements to Purchase, we will be able to exercise our rights to acquire not less than 100% of the share capital of the Identified SPVs, subject to the satisfaction of certain specified conditions precedent. Our Manager would exercise the rights depending on several factors including our requirements. For details, see "*Key Terms of the Formation Transactions*" beginning on page 158.

Candor Techspace G1, Sector 48, Gurugram   Candor Techspace N2, Sector 135, Noida

The table below sets forth certain details of the Identified Assets:

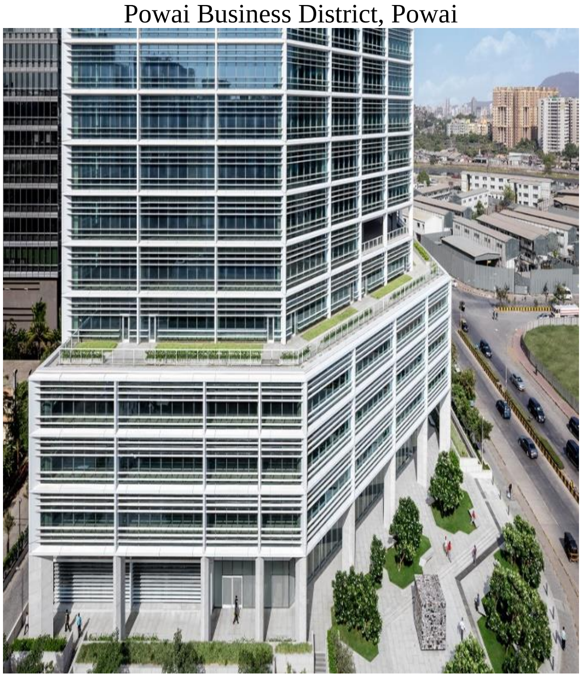
Asset	Asset Description	Completed Area (msf)	Under Construction Area (msf)	Future Development Potential (msf)	Leasable Area (msf)
Candor Techspace G1	High quality campus office developments in Gurugram	2.8	0.9	0.1	3.7
Candor Techspace N2	Multi-tenanted office SEZ in Noida	2.9	0.8	0.8	4.5
Total		**5.7**	**1.7**	**0.8**	**8.3**

ROFO PROPERTIES

We also benefit from a right of first offer on certain of the Brookfield Group's 100% owned commercial real estate assets, which will enable us to add prime high quality commercial properties to our portfolio in Mumbai, consistent with our strategy to consolidate our presence in our key markets.

Powai Business District, Powai

Equinox Business Park, off-BKC



Units in Godrej BKC, G-Block BKC

Waterstones, Airport District

The table below sets forth certain details of the ROFO Properties:

Asset	Asset Description	Completed Area (msf)	Under Construction Area (msf)	Future Development Potential (msf)	Leasable Area (msf)
Powai Business District (14 non-SEZ buildings)	Portfolio of prime office and high street retail properties at Powai	2.8	-	1.2	4.0
Equinox Business Park	Campus-style business park located just off-BKC	1.3	-	-	1.3
Waterstones (hotel, club and	Greenfield development of office	-	1.3	-	1.3

Asset	Asset Description	Completed Area (msf)	Under Construction Area (msf)	Future Development Potential (msf)	Leasable Area (msf)
undeveloped vacant land)	campus near Mumbai International Airport				
Units in Godrej BKC (two floors)	Commercial office space in BKC, Mumbai's central business district	0.2	-	-	0.2
Total		**4.2**	**1.3**	**1.2**	**6.7**

For further details of the ROFO Agreements, see "*Key Terms of the Formation Transactions*" beginning on page 158.

DESCRIPTION OF OTHER ASPECTS OF OUR BUSINESS

Marketing and Leasing Activities

The marketing and leasing team of our Manager and CIOP will be responsible for marketing and promoting the assets to existing tenants as well as potential tenants. Our Manager will also utilize the services of property consultants and brokers for its properties. Our Manager is focused on maintaining a brand that tenants associate with consistently delivering high levels of client service, maintenance and amenities. The marketing and leasing team intends to remain in frequent contact with key property consultants by way of physical meetings, electronic communication and networking and industry forum interactions.

Lease Agreements

The Asset SPVs have entered into lease agreements with their respective tenants that contain customary terms and conditions generally included in typical commercial real estate leases, including those relating to the duration of the leases and the renewals, rent and escalation term, provision of security deposit, as well as refurbishment works, if any. The lease agreements are for terms that generally extend from three to 15 years.

The leased premises comprise office space along with a select number of allocated parking slots. The leases generally include an interest free, refundable security deposit. The amount of security deposit is generally in the range of three to six months of the lease rental. The rent is generally payable in advance on a monthly basis. Rentals under the lease agreements are a function of various factors, including prevailing market rentals, rent free period, security deposits, fit-outs (tenant improvement capital expenditure), space availability and occupancy at the assets. The lease agreements generally contain escalation provisions and a majority of the leases have rental escalations of 12% to 15% every three years. Certain of our lease agreements also have rental escalations of 5% every 12 months. The assets are generally leased on a warm shell basis (i.e., building in air and watertight condition, including centralized AC infrastructure, elevators, common area electrical wiring, utility and backup power and plumbing) and the tenants generally undertake tenant improvement capital expenditure themselves at their own expense and as per their own requirements. With the built-in rent escalations on leases already in place, we expect to generate stable growth in our revenue from operations.

The lease agreements generally contain common termination provisions such as termination upon default of the counterparty. Leases typically have a lock-in period during which the tenant is not allowed to exit unless there is a breach by the lessor of the terms of the lease agreement. Lock-in period, wherever applicable, in a majority of the agreements lasts three to five years from the lease commencement date. For leases where the lock-in period has expired or is not applicable, the lessee has an option to surrender the premises after providing an advance written notice, usually, of three or six months, as applicable.

Other common provisions in the lease agreements include the lessors' obligation to ensure the continuous supply of utilities necessary for the use of the premises, such as electricity and water. Tenants are also charged for maintenance of common areas, including for security and housekeeping services. Lease agreements with tenants typically provide that tenants will be charged the cost of maintaining the property as well as a margin on such maintenance costs.

Environmental, Health and Safety Certifications

IGBC Green Campus and LEED Certification

The Indian Green Building Council ("**IGBC**") has introduced Green Campus Rating System, which is designed for campuses including IT and industrial and office parks, administrative and educational campuses, healthcare and hospitality campuses. The rating system primarily focuses on the common areas, utilities and landscaping provided in the campus and is independent of whether the individual buildings within the campus have LEED certification. The key categories and components that are evaluated are site planning and management, sustainable transportation, water conservation, energy efficiency, material and resource management, health and well-being, green education and innovation in design. The certification program addresses priorities, which include water conservation, waste management, energy efficiency, reduced use of fossil fuels and health and well-being of occupants. Under this program, Candor Techspace K1 was certified IGBC Green Campus - Gold certification in March, 2020. Further, Tower 5 in Candor Techspace N1 was LEED Gold certified in November 2018. These certifications are valid for three years. Having assets LEED/ IGBC certified endorses the commitment towards environmental sustainability and providing a greener and safer work environment for the occupants. Further, our Manager was certified as a founding member of IGBC with effect from February 2020.

The operations at Candor India Office Parks Private Limited are certified under the ISO 9001:2015 standard for quality management, ISO 14001:2015 standard for environment management and the ISO 45001:2018 standard for occupational health and safety management systems implementation.

Insurance

We have in place insurance for the Initial Portfolio that our Manager believes is adequate in relation to the properties and consistent with industry practice in India. Our insurance policies cover physical loss or damage to the property arising from a number of specified risks including burglary, third party liabilities on account of unforeseen events within our office parks, insurance housebreaking, loss or damage due to riot, fire, earthquakes and other perils. Our Manager also maintains directors' and officers' liability insurance for majority Asset SPVs. See "*Risk Factors – Risks related to our Business and Industry - Our Manager may not be able to maintain adequate insurance to cover all losses that we may incur*" on page 54.

Employees

The Portfolio Companies have employed 74 personnel, as of September 30, 2020, and the following table sets forth function wise details of such personnel:

Particulars	Number of Personnel
SEZ, approval, audit, legal and compliance	6
Leasing, CRM, business development and marketing	8
Finance, PMO and financial planning	13
Design and projects	36
Support team	11
Total	**74**

Further, our Manager has employed 44 personnel, as of September 30, 2020, as set forth below:

Particulars	Number of Personnel
SEZ, approval, audit, legal and compliance	4
Leasing, CRM, business development and marketing	5
Finance, PMO and financial planning	18
Operations	3
Design and projects	9
Support team	2
General management	3
Total	**44**

Awards and Other Certifications

We have received several awards and accolades over the years including:

Calendar Year	Name of Awarding Organization	Entity	Name of Award, Ranking or Certification
2020	Realty+	Candor TechSpace G2	Most environment friendly commercial / office space
2020	Realty+	Brookfield Properties	Developer of the Year – Commercial
2020	TUV Sud	CIOP (Recertification)	ISO 9001:2015
2020	TUV Sud	CIOP (Recertification)	ISO 14001:2015
2020	TUV Sud	CIOP (Recertification)	ISO 45001: 2018
2020	Indian Green Building Council	Candor TechSpace N2	IGBC Performance Challenge 2020 for Green Built environment- Excellence
2020	Indian Green Building Council	Brookfield properties	Green Champion Award
2020	British Safety Council	Candor TechSpace G2	Five Star Occupational Health & Safety Rating
2020	Institute of Directors	Brookprop Management Services	Golden Peacock Occupational Health and Safety Award
2020	CII	Candor Techspace G2	21st National Award for Excellence in Energy Management– Energy Efficient Unit
2020	Realty +	Candor Kolkata	Commercial Developer of the Year

Calendar Year	Name of Awarding Organization	Entity	Name of Award, Ranking or Certification
2020	Realty + Conclave & Excellence Awards East	Candor Kolkata	IT Park Project of the Year
2020	ET Now	Brookfield properties	IT Park Project of the Year
2020	ET Now	Brookfield properties	Developer of the Year - Commercial
2020	ET Now	Brookfield properties	Innovative Digital Campaign of the Year
2019	Bureau of Energy Efficiency	Candor Techspace N1	5 Star Energy Label
2019	Bureau of Energy Efficiency	Candor Techspace K1	4 Star Energy Label
2019	Haryana State Government	Candor Techspace G2	Certificate of Recognition for Best Corporate Social Responsibility Practices
2019	IHW Council	Candor Techspace	Certificate of recognition for elderly and differentially abled health initiatives
2019	Realty + Excellence Awards North	Candor Techspace G2	Commercial Project of the Year
2019	Realty + Excellence Awards North	Candor Office Parks (All Assets)	Emerging Developer of the Year

Approvals

For details on the status of various key approvals, licenses and registrations to carry on the business and environment considerations with respect to development regulations and planning norms, see "*Regulatory Approvals*" on page 332.

Intellectual Property

The trademark '*Brookfield India Real Estate Trust*' and '*Brookfield REIT*' along with the logo of the Brookfield REIT, and other associated trademarks have been sub-licensed to us, our Manager (its capacity as the manager of the Brookfield REIT), the Portfolio Companies (including any other companies that may be directly or indirectly held by us) by Brookfield Asset Management Holdings SRL, a part of the Brookfield Group.

For further details, see "*Risk Factors - Risks Related to our Business and Industry - We do not own the trademark or logo for the "Brookfield India Real Estate Trust" or "Brookfield India REIT" and hence our inability to use or protect these intellectual property rights may have an adverse effect on our business and results of operations*" and "*Management Framework – Other key agreements – Trade-Mark Sublicense Agreement*" on pages 53 and 183, respectively.

Competition

The leasing of real estate is highly competitive and we compete with numerous developers, owners and operators of commercial real estate, many of which own or may seek to acquire or develop similar properties in the micro-markets in which the Initial Portfolio is located. The principal means of competition are rent charged, location, asset quality, services provided and the nature and condition of the facility to be leased. In addition, we may face active competition in acquiring suitable and attractive properties from other property investors, including other REITs, property development entities, sovereign wealth funds and private investment funds.

SECTION – VI: FORMATION TRANSACTIONS IN RELATION TO THE BROOKFIELD REIT

KEY TERMS OF THE FORMATION TRANSACTIONS

Key terms of the Trust Deed

Establishment of the Brookfield REIT

Our Manager (solely as the settlor, on behalf of our Sponsor in the context of the Trust Deed), our Sponsor and the Trustee (in each instance, in its capacity as the trustee of the Brookfield REIT) have executed the Trust Deed, under which various powers, duties, obligations, rights and liabilities of the Trustee have been laid out in accordance with the Indian Trusts Act, the REIT Regulations and the applicable SEBI Guidelines.

Our Manager has, on the instructions of our Sponsor, appointed the Trustee as the sole trustee of the Brookfield REIT and the Trustee has, at the request of our Manager and our Sponsor, agreed to act as the Trustee in accordance with the provisions contained in the Trust Deed and the REIT Regulations. The Trustee is required to hold the Trust Fund in the name of Brookfield REIT and for the benefit of our Unitholders.

Management and operation of the Brookfield REIT

The management and operation of the Trust Fund is delegated by the Trustee to our Manager under the Investment Management Agreement, however the Trustee shall, at all times, continue to be responsible to oversee the management of the Trust Fund in accordance with the provisions of the REIT Documents (as defined under the Trust Deed) and applicable law. Subject to the provisions of the REIT Documents and applicable law, the Trustee, on the advice of our Manager, may, if it deems expedient, from time to time, review, revise, amend, vary or alter the investment strategy and objective of Brookfield REIT in accordance with the Trust Deed. To the extent that the powers, rights and/ or obligations of the Trustee under the Trust Deed have been entrusted to our Manager (under the Investment Management Agreement), the Trustee shall not engage in the day to day operations and management of Brookfield REIT and shall be entitled to exercise such powers, rights and/ or obligations only where required by applicable law or in the event of failure/ inability of our Manager to exercise such powers, rights and/ or obligations or in the event that our Manager specifically refers any such matter to the Trustee.

The Trustee shall, through our Manager, ensure that it does not take or refrain from taking any measures that will adversely affect the benefits available to the Brookfield REIT, including on account of being a real estate investment trust registered with SEBI.

Rights and obligations of the Trustee

The Trustee shall have the power to appoint our Manager as the manager of the Brookfield REIT and delegate all or any of the powers of the Trustee, as set out in the Trust Deed and as permitted under applicable law, to our Manager.

In accordance with the Trust Deed, the Trustee on behalf of the Brookfield REIT, either by itself or through our Manager may, amongst others*:*

(a) make all decisions, concerning the investigation, selection, development, negotiation, structuring, restructuring, monitoring, divestment of investments of Brookfield REIT;

(b) manage, acquire, hold, sell, securitize, transfer, exchange, pledge and dispose of investments of the Brookfield REIT, and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to such investments;

(c) enter into, execute and/ or terminate any investment pooling agreements, agreements related to strategic investments, co-investment agreements, and any and all documents and instruments of a similar nature in the name of the Brookfield REIT; and

(d) institute, conduct, compromise, enforce, compound, defend, answer, oppose or abandon any legal proceedings, for or on behalf of or in the name of the Brookfield REIT or the Trustee, and to defend, compound or otherwise deal with any such proceedings against the Brookfield REIT or Trustee or its officers or concerning the affairs of the Brookfield REIT, and also to compound and allow time for payment or satisfaction of any equity due and of any claims or demands by or against the Brookfield REIT and to refer any differences to arbitration and observe and perform any awards thereof.

Additionally, the Trustee shall have the power, whether directly or through our Manager, where our Manager has been so authorised by the Trustee, under the Investment Management Agreement, to appoint, determine the remuneration of and enter into, execute, deliver, perform, modify or terminate all documents, agreements and instruments containing customary terms including contractual indemnities with valuers, auditors, registrar and transfer agents, merchant bankers, credit rating agencies, search agents, property consultants, brokers, legal, financial and tax consultants or any other intermediary or professional service provider or agent as may be required in connection with the activities of Brookfield REIT in a timely manner and in accordance with the provisions of the REIT Regulations and other applicable law.

The Trustee shall, subject to the advice of our Manager, have the power to incur and pay the expenses (including any taxes or other statutory charges) out of the Trust Fund of Brookfield REIT and discharge all the liabilities of, pertaining to or in relation to Brookfield REIT, out of the Trust Fund.

Duties and obligations of the Trustee in relation to the Brookfield REIT

In accordance with the Trust Deed, the Trustee shall perform all the duties and obligations set out in the REIT Regulations, including those duties and obligations set out in Regulation 9 of the REIT Regulations, *inter alia:*

(a) with the assistance of our Manager, in accordance with the Investment Management Agreement, make all necessary applications to such governmental agencies, as may be required for Brookfield REIT, to carry out its activities once Brookfield REIT is registered with SEBI;

(b) at all times exercise due diligence in carrying out its duties and use best endeavours to carry on and conduct its business in a proper and efficient manner to protect the interests of our Unitholders;

(c) through our Manager, ensure prompt and proper collection of the receivables due to Brookfield REIT in accordance with applicable law;

(d) ensure that all transactions executed by our Manager and any service provider to whom the Trustee has delegated any powers or duties, are done in accordance with the Trust Deed, the Investment Management Agreement, the REIT Regulations and the agreement executed with such service provider;

(e) in accordance with the applicable law and on receipt of advice from our Manager, pay all taxes, duties and any other statutory charges or levies that may be payable by Brookfield REIT on behalf of our Unitholders from the Trust Fund, subject to the provisions of the REIT Documents; and

(f) promptly on occurrence, inform our Manager and our Unitholders of a cancellation, revocation or suspension of its registration to act as a trustee under applicable law or a breach of the terms of such registration that will materially impair its ability to perform its obligations and exercise its powers under the Trust Deed.

The assets and liabilities of the Brookfield REIT shall at all times be segregated from the assets and liabilities of any other trusts managed by the Trustee.

Rights and obligations of the Trustee in relation to Units and Unitholders

The Trustee shall, in consultation with our Manager:

(a) issue the subscribed or purchased Units to each of our Unitholders;

(b) register our Unitholders as the holder of our Units in accordance with the offer document or the placement memorandum (as applicable) and applicable law; and

(c) have the powers to issue such additional Units on such terms and conditions as more particularly set out in the offer document or the placement memorandum (as applicable) and applicable law.

The Trustee shall have the power to impose such restrictions, as it may think necessary, for ensuring that no Units are acquired or held by any person in breach of applicable law or the requirements of governmental agency including without limitation of the foregoing, any exchange control regulation applicable thereto. The Trustee, through our Manager, from time to time provide such documents and information to our Unitholders, as may be required by SEBI, the Stock Exchanges or other governmental agency, with respect to the activities carried on by the Brookfield REIT. The Trustee shall not invest in or subscribe to our Units. The Trustee shall periodically review the status of Unitholders' complaints and their redressal undertaken by our Manager in accordance with the REIT Regulations.

The Trustee shall ensure that the assets held under the Brookfield REIT shall be held for the exclusive benefit of our Unitholders of Brookfield REIT and such assets shall not be subject to the claims of any creditor or other person claiming under any other trust or fund administered by the Trustee or managed by our Manager, as the case may be. The Trustee shall also ensure that the Capital Contribution received whether by way of a public issue of Units through an offer document or private placement or a qualified institutional placement to a limited number of private and institutional investors through a placement memorandum is kept in a separate bank account in the name of Brookfield REIT and is only utilised for adjustment against allotment of Units or refund of money to the applicants till the time such Units are listed and the same will be utilised for the objectives stated in the offer document or placement memorandum (as the case may be).

The Trustee shall ensure that our Manager makes timely declaration of distributions that are to be made by the Brookfield REIT to our Unitholders, from time to time, as set out under the Trust Deed and in accordance with applicable law.

The Trustee shall oversee activities of our Manager in the interest of our Unitholders, ensure that our Manager complies with the REIT Regulations and obtain a compliance certificate from our Manager on a quarterly basis, in a form prescribed by SEBI, if any.

The Trustee shall ensure that our Manager convenes meetings of our Unitholders in accordance with the REIT Regulations and shall oversee the voting by our Unitholders and declare the outcome of such meetings. However, if there is a change or removal of our Manager, or a change in control of our Manager, the Trustee shall be responsible for convening and conducting of the meeting of our Unitholders; and if there arises any issue pertaining to the Trustee, such as change in the Trustee, the Trustee shall not be involved in any manner in the conduct of the meetings of our Unitholders.

Additionally, the Trustee shall either by itself or through our Manager ensure that our Units are listed and the allotments to our Unitholders, are completed in accordance with and within such time frames as may be prescribed under the REIT Regulations. The Trustee shall ensure that our Manager applies for delisting of our Units to SEBI and the Stock Exchange, on the occurrence of any of the events or circumstances specified under Regulation 17 of the REIT Regulations.

For the effective monitoring of the functions of the Brookfield REIT, the Trustee shall require our Manager to set up systems and procedures, and submit reports to the Trustee.

Subject to applicable law and as acknowledged by the Trustee in terms of the Trust Deed, no Unitholder (acting in its capacity as a Unitholder) shall be entitled to inspect or examine the Brookfield REIT's properties without the prior permission of our Manager, and shall not be entitled to require discovery of any information with respect to any detail of the Brookfield REIT's activities or any matter which may be related to the conduct of the business of the Brookfield REIT and which information may, in the opinion of our Manager adversely affect the interest of other Unitholders.

Powers of the Trustee

(a) *Removal/ replacement of our Manager*: The Trustee shall have the power to remove or replace our Manager in accordance with the provisions of the Investment Management Agreement and the REIT Regulations. Upon such removal, the Trustee shall appoint a new manager within three months from the date of termination of the previous investment management agreement, and such previous manager shall continue to act as our Manager at the discretion of the Trustee till such time as the new manager is appointed, and the Trustee shall ensure that the previous manager continues to be liable for all its acts of omissions and commissions for the period during which it served as Manager. The Trustee shall ensure that the new manager shall stand substituted as a party in all documents to which the previous manager was a party.

(b) *Conflicts of interest*: The Trustee shall review the transactions carried on between our Manager and its associates and upon being advised by our Manager that there may be a conflict of interest, the Trustee shall obtain a certificate from a practising chartered accountant or a valuer, certifying that such transactions are conducted on an arm's length basis.

(c) *Administrative and operational matters*: In terms of the Trust Deed, the Trustee shall, as may be recommended by our Manager, from time to time, in the interests of administrative and operational convenience, delegate to any committee or person, any powers and duties including management of the Trust Fund vested in it under the Trust Deed. However, the Trustee shall remain liable for all the acts of commission or omission of such person being the delegate (such liability as may be determined by a court of competent jurisdiction, whose decision is final and non-appealable), except in cases of gross negligence, misconduct, wilful default and fraud by such person or committee, as determined by a court of competent jurisdiction, whose decision is final and non-appealable. Any action taken by such committee or person in respect of the Trust Fund shall be construed as an act done by the Trustee.

Reporting and Disclosure Obligations of the Trustee

The Trustee shall comply with intimation requirements under the REIT Regulations, including in relation to intimating SEBI in case of any discrepancy in the operation of the Brookfield REIT with the REIT Regulations and the offer document or placement memorandum (as applicable), and also immediately inform SEBI in case:

(a) our Manager fails to, within the prescribed timelines, submit to the Trustee the information or reports as specified under the REIT Regulations; and

(b) any act which is detrimental to the interest of our Unitholders.

The Trustee shall ensure that our Manager complies with reporting and disclosure requirements in accordance with the REIT Regulations and applicable law, and in case of any delay or discrepancy, require that our Manager rectify such delay or discrepancy on an urgent basis.

The Trustee shall also have the power to take up with SEBI or with the Designated Stock Exchange, any matter which has been approved in any meeting of our Unitholders, requiring such action.

Remuneration

In terms of the Trust Deed, the Trustee shall be entitled to receive fees from the Trust Fund for services to be rendered in relation to the administration and management of the Brookfield REIT. Additionally, the Trustee is also entitled to reimbursement, from the Trust Fund, of all reasonable expenses incurred by it, on behalf of the Brookfield REIT including any direct or indirect tax or duty, which has become or may become leviable under applicable law.

Term and Termination of the services of the Trustee

The Trustee shall hold the office till the occurrence of the earlier of either the winding up or termination of Brookfield REIT; or discharge of the Trustee on the occurrence of any of the following events:

(a) resignation by the Trustee from its office in accordance with terms and conditions of the Trust Deed; or

(b) if our Unitholders on the basis of requisite majority, in accordance with the REIT Regulations pass a resolution for removal of Trustee; or

(c) passing of a resolution by the board of directors of the Trustee for the voluntarily winding up of the Trustee, or passing of an order of winding up against the Trustee by a court of competent jurisdiction; or

(d) passing of a direction by SEBI or any other governmental or regulatory authority to remove the Trustee.

In the event, the Trustee desires to resign from its office, it may submit its resignation to our Sponsor, or in the absence of our Sponsor, our Unitholders, setting out reasons for such resignation. Our Sponsor may approve the resignation on the condition that a new trustee shall be appointed to hold office in its place from the date of acceptance of the resignation of the Trustee in accordance with terms and conditions of the Trust Deed. The date of acceptance of the Trustee’s resignation shall be deemed to be the date of discharge of the Trustee.

However, in the event our Sponsor fails to appoint a trustee within a period of 60 days from the date of notice of resignation of the Trustee, the Trustee shall to the best of its ability guide our Sponsor or our Unitholders on the appointment of a reputed person with the requisite expertise and experience as successor trustee and the Trustee shall continue as trustee until such appointment of its successor trustee. Every new trustee appointed pursuant to provisions of the Trust Deed shall have the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as a trustee under the Trust Deed.

Exceptions to the liabilities of the Trustee

The Trustee's liability shall be limited to the extent of the fees received by it (for the immediately preceding Financial Year), except in case of any gross negligence or fraud on the part of the Trustee as settled by a court of competent jurisdiction. The Trustee shall not be personally liable for any losses (including indirect or consequential losses), costs, damages or expenses incurred in any way arising from anything which the Trustee, in its capacity as trustee of the Trust does or fails to do.

Additionally, the Trustee shall not be liable to our Unitholders for doing or failing to do any act pursuant to the provisions of applicable law, or of any decree, order or judgment of any court, or by reason of any direction made by any person acting with or purporting to exercise the authority of any governmental agency. The Trustee shall also not be liable for any act or omission that may result in a loss to a Unitholder by way of depletion in the value of the Trust Fund or otherwise, except in the event that such depletion is a result of gross negligence, wilful default or breach of trust on the part of the Trustee as determined by a court of competent jurisdiction, whose decision is final and non-appealable.

Non-exclusivity

In terms of the Trust Deed, the Trustee is not prohibited from acting as trustee of other trusts, alternate investment funds, VCFs, private equity funds, real estate investments trusts, infrastructure investment trusts, private trusts or customized fiduciary trusts separate and distinct from Brookfield REIT, and retaining for its own use and benefit all remuneration, profits and advantages which it may derive, as permitted under applicable law.

Key terms of the Investment Management Agreement

Appointment and scope of duties of our Manager

The Trustee and our Manager have executed the Investment Management Agreement, under which various powers, duties, obligations, rights and liabilities of our Manager have been prescribed in accordance with the REIT Regulations. Our Manager has been appointed by the Trustee, based on the recommendation of our Sponsor and in accordance with the Investment Management Agreement, and is, *inter alia*, empowered to

(a) manage Brookfield REIT and the Trust Fund and to render investment management services to Brookfield REIT in accordance with the terms of the Investment Management Agreement, the REIT Regulations and other applicable laws;

(b) provide (either by itself or through the appointment and supervision of appropriate agents) property management, support services and any other services to us and/ or our Holding Company, if any;

(c) manage the day-to-day affairs of Brookfield REIT and provide administrative services in accordance with the provisions of the Investment Management Agreement and the REIT Regulations;

(d) raise Capital Contributions on behalf of Brookfield REIT;

(e) make, originate, negotiate, acquire, manage, monitor, oversee and sell or otherwise dispose of investments undertaken by Brookfield REIT, in accordance with the provisions of the REIT Documents (as defined in the Investment Management Agreement) and applicable law;

(f) seek and obtain necessary regulatory approvals and make the required governmental filings and take all other steps necessary for the operation of Brookfield REIT in accordance with applicable law and the REIT Documents; and

(g) do all such acts or things on behalf of Brookfield REIT as may be incidental or consequential to the discharge of its functions and responsibilities, as prescribed under the Investment Management Agreement and the REIT Regulations.

Our Manager shall coordinate with the Trustee, as may be necessary, with respect to the operations of the Brookfield REIT. However, the Trustee shall not engage in the day to day operations and management of Brookfield REIT to the extent that the powers, rights or obligations of the Trustee under the Trust Deed have been delegated to our Manager under the Investment Management Agreement, and shall be entitled to exercise such powers, rights or obligations only (i) where it is required by applicable law, or (ii) in the event of the failure or inability of our Manager to exercise such powers, rights and/ or obligations or (iii) in the event that our Manager specifically refers a matter to the Trustee.

Powers of our Manager

Our Manager has, among others, the power to:

(a) take all decisions in relation to the management and administration of Brookfield REIT and the investments (including investments by the Brookfield REIT in Holdcos, if any, SPVs, Real Estate Assets and other assets and securities or such other investments permitted under the REIT Regulations) of Brookfield REIT as may be incidental or necessary for the advancement or fulfilment of the objectives of Brookfield REIT, including any investment or divestment decision, in accordance with the REIT Regulations and the REIT Documents;

(b) acquire, hold, manage, trade and dispose of Real Estate Assets of the Brookfield REIT, shares, stocks, convertibles, debentures, bonds, transferable development rights in India, equity, equity-related securities, debt or mezzanine securities of all kinds issued by any Asset SPV or Holding Company (including loans convertible into equity), whether in physical or dematerialised form, including power to hypothecate, pledge or create encumbrances of any kind on such securities held by Brookfield REIT in such Holding Company and/ or Asset SPV, to be used as collateral security for any borrowings by Brookfield REIT;

(c) keep the Trust Fund in deposits with banks or as permitted under the REIT Regulations in the form permitted under the REIT Regulations in the name of Brookfield REIT;

(d) cause the issue and allotment of Units in accordance with the REIT Regulations and accept Capital Contributions for Brookfield REIT and subscriptions to Units and undertake all such related activities;

(e) cause Brookfield REIT to issue debentures, borrow or to defer payments or raise funds in any other form in accordance with applicable law, subject to the conditions laid down in the REIT Regulations;

(f) exercise all rights in relation to the shareholding of the Brookfield REIT in our Asset SPVs and/ or Holding Company and other assets underlying the Trust Fund, including voting rights, rights to appoint directors (in consultation with the Trustee), whether pursuant to securities held by the REIT, or otherwise, subject to and in compliance with any conditions laid out in the REIT Regulations and other applicable law;

(g) to pay expenses that are required to be paid by Brookfield REIT out of the Trust Fund;

(h) arrange for and ensure the assets forming part of the Trust Fund are adequately insured;

(i) negotiate and execute contracts, and/ or terminate or modify such contracts and do all such acts, deeds and things for or on behalf of or in the name of Brookfield REIT, as our Manager may consider expedient for managing Brookfield REIT; and

(j) ascertain, appropriate, declare and distribute or reinvest the surplus in the Trust Fund in compliance with the REIT Regulations, to determine and allocate income, profits and gains and expenses with respect to Brookfield REIT to and amongst our Unitholders.

Additionally, our Manager may also appoint, in consultation with the Trustee, various intermediaries with respect to the activities pertaining to Brookfield REIT in accordance with the REIT Regulations and applicable law and all fees in relation to such professional service providers, intermediaries and agents shall be determined by our Manager and shall be to the account of Brookfield REIT, to be paid out of the Trust Fund or in such manner as may be permitted under applicable law. Our Manager shall not be responsible for the default or violation by any such professional service provider, intermediary or agent of their terms of service, if employed in good faith, to transact any business identified in the arrangement with them. Our Manager may, in consultation with the Trustee, also appoint any custodian in order to provide custodian services, oversee activities of the custodian and permit any asset forming part of the Brookfield REIT to remain deposited with a custodian, as permissible under applicable law.

Our Manager is required to monitor the activities and financial position of the Brookfield REIT, and can designate an employee as the Compliance Officer for monitoring compliance under the REIT Regulations and under applicable law. Such Compliance Officer shall have the authority to intimate any non-compliance with the REIT Regulations to SEBI.

Obligations of our Manager

Pursuant to the Investment Management Agreement, our Manager is required to, among others:

(a) ensure that the valuation of the assets of the Brookfield REIT is undertaken in accordance the REIT Regulations, and that the computation and declaration of NAV of the Brookfield REIT is based on the valuation done by the Valuer and declared to the Designated Stock Exchange in accordance with the REIT Regulations;

(b) maintain (for such periods as may be prescribed under the REIT Regulations) proper books of accounts, documents and records with respect to Brookfield REIT, in the manner set out in the Trust Deed to give a true, fair and accurate account of the investments, expenses, earnings and profits of Brookfield REIT, and ensure the audit of the books of accounts of the Brookfield REIT is undertaken in accordance with the REIT Regulations and its report is submitted to the Stock Exchange within the time stipulated in the REIT Regulations;

(c) other than as disclosed in the offer documents, ensure that the assets comprised in the Trust Fund have proper legal and marketable title, and that all material contracts entered into on behalf of the Brookfield REIT are legal, valid, binding and enforceable by and on our behalf and our Holding Company, as applicable;

(d) declare the REIT Distributions to Unitholders in accordance with Regulation 18 of the REIT Regulations;

(e) to convene meetings of our Unitholders in accordance with the REIT Regulations and maintain records pertaining to the meetings in accordance with the REIT Regulations;

(f) ensure that it has and continues to have adequate infrastructure and sufficient personnel with adequate experience and qualification to undertake the management of the Brookfield REIT;

(g) where the Brookfield REIT has made investments in under-construction assets, to undertake the development of such under-construction properties, either directly or through Holding Company or Asset SPVs, or appoint any other person (including a related party), and oversee the progress of development, approval status and other aspects of such under-construction assets;

(h) ensure redressal of Unitholder grievances pertaining to the activities of the Brookfield REIT;

(i) ensure that no commissions or rebates or such remuneration or payments is collected by itself or its associates, arising out of a transaction pertaining to the Brookfield REIT, other than as disclosed in the offer documents filed with the stock exchanges or any such document as may be specified by SEBI;

(j) post-listing, submit annual reports and half-yearly reports to all our Unitholders and the Designated Stock Exchange, as required under the REIT Regulations and in accordance with applicable law. Further, our Manager is also required to submit to the Trustee, quarterly reports on the activities of Brookfield REIT and valuation reports, as required pursuant to the REIT Regulations, decisions to acquire or sell or develop any property or expand existing completed assets;

(k) intimate the Trustee prior to any change in control of our Manager to enable the Trustee to seek approval from our Unitholders and SEBI in this regard and shall ensure that any change is given effect to in compliance with any provisions of the REIT Regulations and applicable law. Our Manager shall in consultation with the Trustee, appoint at least such number of nominees on the board of directors or the governing board of our Asset SPVs and/ or Holding Company, as applicable, which is in proportion to the shareholding or holding interest of the Brookfield REIT in such Asset SPVs and/ or Holding Company; and

(l) submit to the board of directors of our Manager, on the activities and performance of Brookfield REIT in the time periods as specified in the REIT Regulations.

Responsibilities of our Manager in connection with the Issue

Our Manager along with the Lead Managers shall be responsible for all activities pertaining to the Issue and listing of our Units in accordance with applicable law including:

(a) filing of offer documents with the stock exchanges within the prescribed time period, and ensure that such offer documents contain material, true, correct, not misleading and adequate disclosures;

(b) ensuring that disclosures and reporting's to our Unitholders, SEBI, the Trustee and the Designated Stock Exchange are in accordance with the REIT Regulations and applicable law;

(c) dealing with all matters up to the allotment of Units to our Unitholders;

(d) obtaining in-principle approval and final listing and trading approvals from the Designated Stock Exchange; and

(e) dealing with all matters relating to the issue and listing of our Units as specified under Chapter IV of the REIT Regulations and any guidelines as may be issued by SEBI in this regard.

Exceptions to the liabilities of our Manager

Pursuant to the Investment Management Agreement, our Manager and its respective officers, board of directors, employees, advisors and agents shall be indemnified (by the Trustee) out of the Trust Fund against any claims, losses, costs, damages, liabilities, suits, proceedings and expenses, including legal fees ("**Losses**") incurred by them by reason of their activities on behalf of Brookfield REIT, unless such Losses have resulted from either:

(a) gross negligence, wilful default, misconduct or fraud; or

(b) a material breach of applicable law or of the provisions of the REIT Documents, and in each of the foregoing cases, as finally determined by a court of competent jurisdiction.

Our Manager shall not be liable in respect of any action taken or damage suffered by our Unitholders pursuant to any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganization or document believed to be genuine in good faith and to have been passed, sealed or signed by appropriate governmental agencies or authorised persons (as the case may be).

Notwithstanding anything to the contrary contained in the Investment Management Agreement, our Manager shall not incur any liability for any act or omission, as the case may be, due to any: (a) force majeure; (b) provision of applicable law or regulation made pursuant thereto; (c) decree, order or judgment of any court; or (d) request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any governmental agency (whether legally or otherwise), which has requested or directed our Manager to do or perform or to forbear from doing or performing. In such an event, if for any reason it becomes impossible or impracticable to carry out any of the provisions of the Investment Management Agreement, our Manager shall not be liable for the such impossibility, however, our Manager shall duly inform the Trustee and our Unitholders of the reason for its inability to carry out any of the provisions of the Investment Management Agreement.

Our Manager shall not be personally liable for any losses (including indirect or consequential losses), costs, damages or expenses incurred in any way arising from anything which our Manager does or fails to do during the course of discharge of its duties as a manager to the Brookfield REIT. The liability of our Manager is limited to the fee received by it in the immediately preceding Financial Year except in case of acts involving gross negligence, wilful default, misconduct or fraud or a material breach of applicable law or of the provisions of the REIT Documents by our Manager.

The obligations under the Investment Management Agreement shall not prevent our Manager from, establishing, or acting as a manager or advisor to another trust, a REIT, security trust, AIFs, mutual fund, private equity fund or other fund or investment vehicle that is separate and distinct from Brookfield REIT (whether with similar investment objectives or policies or not), or carrying on any other business or providing any services to third parties and retaining for its own use and benefit all remuneration, profits and advantages which it may derive from the provision of such services. Provided that our Manager shall take measures to

(a) comply with the relevant conflicts of interest policies; and

(b) ensure that adequate controls are in place for segregation of its activities as the manager of the Brookfield REIT under the REIT Documents and its other activities.

Subject to applicable law, no Unitholder (acting in its capacity as a Unitholder) shall be entitled to inspect or examine Brookfield REIT's premises or properties without the prior written permission of our Manager. Further, no Unitholder (acting in its capacity as a Unitholder) shall be entitled to require discovery of any information with respect to any detail of Brookfield REIT's activities or any matter which may be related to the conduct of the business of Brookfield REIT and which information may, in the opinion of our Manager adversely affect the interest of other Unitholders. Our Manager shall also provide SEBI, the Stock Exchanges, where applicable, such information as may be sought by SEBI or by such Stock Exchanges or by the Trustee, pertaining to the activities of the REIT.

Remuneration

Our Manager is entitled to receive 1% of the NDCF as fees, as agreed under the Investment Management Agreement. For details, see "*Management Framework*" beginning on page 180.

Over and above the REIT Management Fees, in consideration of the property management services or support services which may be rendered by our Manager (either by itself or through its nominees), as per the respective service agreements, our Manager and/ or its nominees shall be paid the property management and support services fees by us and our Holding Company, if any. For details, see "*Management Framework – Fee and expenses*" on page 185. Our Manager may delegate its administrative duties or services or any other duties under the Investment Management Agreement, as may be permitted under applicable law and may appoint advisors and consultants to assist in the same, the cost of which, to the extent otherwise payable by Brookfield REIT and not covered within the total fees payable to our Manager, shall be borne by Brookfield REIT. For details of the current and proposed management framework for our Initial Portfolio, see "*Management Framework*" beginning on page 180.

Termination of the Investment Management Agreement

The Investment Management Agreement, may be terminated: (a) by our Manager, by delivery of a written notice to the Trustee at any time, subject to the approval of our Unitholders (*which shall be no less than one and a half times the number of votes against the resolution*) and SEBI in accordance with the REIT Regulations; or (b) by the Trustee, by delivery of a written notice to our Manager at any time, upon the bankruptcy of our Manager; or if winding up or liquidation proceedings are commenced against our Manager; or (c) if a receiver is appointed to all or a substantial portion of the assets of our Manager; or (d) if SEBI does not grant a certificate of registration to Brookfield REIT, in accordance with the REIT Regulations; or (e) subject to receipt of approval from SEBI, by the Trustee upon resolution of our Unitholders by requisite majority as specified in the REIT Regulations, for removal of our Manager.

Prior to seeking approval from SEBI and our Unitholders, the Trustee shall give reasonable opportunity to our Manager (in any case with no less than a 90 (ninety) day period calculated from the date of receipt of the written notice by our Manager) to refute the grounds for removal before the Trustee and our Unitholders at their meeting convened for this purpose. Upon termination of the appointment of our Manager the Trustee shall appoint a new manager within such time periods of termination as specified in the Investment Management Agreement and the REIT Regulations. Our Manager shall be required to remain in office and continue to discharge the role of our Manager under the Investment Management Agreement, until the appointment of a new manager. Notwithstanding its termination, our Manager shall continue to be liable for all its acts and omissions and commissions until the termination is effected and it vacates its office.

Proposed holding structure of our Portfolio Companies

Pursuant to the consummation of the Formation Transactions, the Brookfield REIT shall acquire 100% of the equity share capital and CCDs, as applicable, of (i) all our Asset SPVs (which own and operate our Initial Portfolio), namely, Candor Kolkata, Festus and SPPL Noida; (ii) our Operational Services Provider, namely CIOP, as set out in the Share Acquisition Agreements. For a diagrammatic representation of the holding structure, see "*Proposed Brookfield REIT Structure*" beginning on page 23.

Share Acquisition Agreements

The Share Acquisition Agreements have been executed and accordingly, consummation of such transactions contemplated under each of the Share Acquisition Agreements will be undertaken on the earliest business day, prior to the filing of the Final Offer Document with SEBI, on which business day the Allotment of Units is undertaken pursuant to the Issue ("**Closing Date**"). For details of risks in relation to the Brookfield REIT's inability to consummate transactions in relation to Formation Transactions, see "*Risk Factors – The Formation Transactions will be consummated only after the Bid/Issue Closing Date. Our Manager's inability to consummate transactions in relation to these agreements will impact the Issue and its ability to complete the Issue within the anticipated time frame or at all*" beginning on page 31.

The Brookfield REIT (acting through the Trustee) and our Manager, has entered into share acquisition agreements with our Sponsor and certain members of our Sponsor Group, respectively, for transfer of the entire shareholding (including any convertible securities, as applicable) held by our Sponsor and certain members of our Sponsor Group, as applicable, in each of our Portfolio Companies to the Brookfield REIT, in exchange for Units.

The key terms of the Share Acquisition Agreements are set out below:

Under the Share Acquisition Agreements, the Brookfield REIT (either through itself or through its nominees, acting for and behalf of the Brookfield REIT) shall acquire 100% of the fully paid-up equity shares and convertible securities of our Portfolio Companies held by our Sponsor and certain members of our Sponsor Group, as applicable, free and clear of all encumbrances, except for any restrictions on transferability under applicable law, who shall be issued and allotted such number of Units on the Closing Date, in the aggregate, as is required to attain a pre-determined percentage unitholding in the pre-Issue unitholding structure of the Brookfield REIT, which, subject to adjustments, shall be arrived based on the formula indicated in "*Calculation of Unitholding Percentage in relation to the Formation Transactions*" beginning on page 366.

Conditions precedent and certain restrictions

This acquisition of equity shares and convertible securities of our Portfolio Companies is subject to the completion and satisfaction of certain conditions precedents, including (i) non-occurrence of any material adverse effect; and (ii) a valuation report being procured from a merchant banker registered with SEBI with respect to valuation of the equity shares and convertible securities, as applicable, in accordance with the provisions of the FEMA. Additionally, the acquisition of equity shares and convertible securities, as applicable, of our Portfolio Companies is also subject to the completion and satisfaction of certain additional conditions precedent, including (i) approval from the BOA, DoI, or any other regulatory authority governing the operations of our Asset SPVs; and (ii) approval from the lenders or intimation to lenders of the Portfolio Companies, each as may be required for the consummation of the acquisition of the securities by the Brookfield REIT as contemplated in the Share Acquisition Agreements.

Subject to (i) the provisions set out under the Share Acquisition Agreements, or (ii) as may be provided in the offer documents, or (iii) as may be required for setting up the Brookfield REIT, in compliance with the REIT Regulations, or for giving effect to the listing of Units on the Stock Exchanges; or (iv) for carrying out of such acts as may be required for giving effect to the Share Acquisition Agreements, up to the Closing Date, our Portfolio Companies and our Sponsor and relevant members of our Sponsor Group, as applicable, shall ensure that our Portfolio Companies do not:

(a) establish or acquire a subsidiary or make an investment in any other person in excess of Rs. 100 million; or

(b) undertake any restructuring including merger, consolidation, amalgamation, change in status of their respective legal entity, liquidation, winding up or dissolution, or commencing any proceedings in relation to any of the foregoing; or

(c) alter or modify their charter documents; or

(d) settle any material litigation.

Further, up to the Closing Date, any change in operation of the business of our Portfolio Companies other than in the ordinary course of business and in accordance with the past practices is subject to the prior written consent of the Brookfield REIT.

Representations and warranties

The representations and warranties provided by our Sponsor and relevant members of our Sponsor Group, as applicable ("**Sponsor and Sponsor Group Representations**"), severally to the Brookfield REIT under the Share

Acquisition Agreements pertains to, among other things, fundamental matters such as (i) their incorporation and valid existence; (ii) the title to, and the absence of encumbrances (except as disclosed in this Offer Document) on, the shares held by our Sponsor and relevant members of our Sponsor Group in our Portfolio Companies, (iii) voting and decision making power with respect to the shares held by our Sponsor and relevant members of our Sponsor Group (iv) solvency/ absence of bankruptcy proceedings against our Sponsor and relevant members of our Sponsor Group; (v) no private or governmental action, suit, proceeding, claim, arbitration or investigation, pending before any agency, court or tribunal, foreign or domestic; and (vi) except as disclosed in this Offer Document, the execution, delivery and performance of the Share Acquisition Agreement by our Sponsor and relevant members of our Sponsor Group and the transactions contemplated therein not conflicting with/ violating, resulting in a breach of terms, conditions, provisions of, resulting in creation of any encumbrance or constituting a default or an event of default or event creating rights of acceleration, modification, termination or cancellation or a loss of rights under their respective (a) charter documents; (b) any contract to which it is a party and is material to the transactions contemplated, to the listing of Units or to the assets or rights of our Portfolio Companies; (c) any consent or approval or order to which it is a party or by which it is bound, in each case, that is material to the transactions contemplated, to the listing of Units or to the assets or rights of our Portfolio Companies; and (d) applicable law under which our Sponsor and relevant members of our Sponsor Group are bound, which would affect their ability to consummate the transactions contemplated in the Share Acquisition Agreements.

Additionally, the principal transferors (as identified in the Share Acquisition Agreements) and our Portfolio Companies have also agreed to provide certain representations and warranties to the Brookfield REIT relating to our respective Asset SPVs ("**Company Representations**") and the business of our Portfolio Companies ("**Business Representations**"), covering, among other things, (i) incorporation and valid existence of our Portfolio Companies, (ii) execution of business in compliance with anti-corruption laws, (iii) share capital, (iv) accounts and financing, (v) possession of all material licenses and permits in relation to the business, (vi) absence of statutory dues to employees, (vii) absence of material pending or threatened litigation, (viii) compliance with all material contracts, (ix) maintenance of corporate records in accordance with applicable law, (x) maintenance of all material insurable risks covered under appropriate insurance policies, (xi) possession of all material environmental permits, (xii) no material debts receivable or due, (xiii) absence of material breach or event of default under the financing documents, (xiv) timely filing of tax returns, (xv) ownership or lease of assets used by our Portfolio Companies and (xvi) title of our Portfolio Companies being clear and marketable and in compliance with applicable law in all material respects.

The disclosure made by our Sponsor, relevant members of our Sponsor Group and our Portfolio Companies, as applicable, in the Draft Offer Document, this Offer Document and the Final Offer Document and the accounts of our Portfolio Companies constitutes an exception to the representations and warranties given by each of our Sponsor, relevant members of our Sponsor Group and our Portfolio Companies and our Sponsor, relevant members of our Sponsor Group and our Portfolio Companies shall not be liable in respect of any claim for breach of the Share Acquisition Agreements to the extent that the facts, matters, information or circumstances that would cause one or more of the Business Representations to be untrue or incorrect as of the date made, were disclosed in the aforesaid documents.

Indemnity

The provisions relating to indemnity under the Share Acquisition Agreements are set out below:

(i) *Coverage:* The principal transferor has provided indemnity from and against only direct losses suffered or incurred by the Brookfield REIT, our Portfolio Companies and its directors as a result of, any misrepresentation in, inaccuracy of or breach of the (a) Sponsor and Sponsor Group Representations; (b) Company Representations; and (c) Business Representations. The indemnification rights of the Brookfield REIT under the Share Acquisition Agreements are the sole monetary remedy for any breach of the said agreement by our Sponsor, relevant members of our Sponsor Group or our Portfolio Companies and the Brookfield REIT has no right to seek any other form of monetary relief including damages or claim in tort.

(ii) *Exceptions:* The indemnity available to the Brookfield REIT will not be available if it does not acquire the shares and convertible securities from our Sponsor and relevant members of our Sponsor Group on the Closing Date. The principal transferor shall not be liable to indemnify the Brookfield REIT, our Portfolio Companies and its directors for any losses arising as a result of (a) any change in applicable law after the date of execution of the Share Acquisition Agreement including (i) any legislation not in force as of date of execution of the Share Acquisition Agreement, and (ii) any such change, whether retrospective or by way of clarification which retrospectively applies for the period prior to the date of execution of the Share Acquisition Agreement; (b) any voluntary omission, wilful misconduct of or on behalf of the Brookfield REIT; (c) any actions contemplated by Share Acquisition Agreement or the Draft Offer Document, this Offer Document and Final Offer Document and undertaken in compliance with the such documents and applicable law; and (d) if the loss arises or is compounded as a result of any action taken or not taken by principal transferor with the prior written approval of the Brookfield REIT. In no event shall our Sponsor and relevant members of our Sponsor Group, be liable for any punitive, incidental, consequential, special or indirect losses, loss of business reputation or opportunity relating to the breach or alleged breach of the Share Acquisition Agreement.

(iii) *Duration and Financial Limits:*

a. The principal transferor shall not be liable to indemnify Brookfield REIT, our Portfolio Companies and its directors in respect of any loss arising out of breach of the Business Representations, unless the aggregate value of such losses, from time to time, exceeds 2.5% of the value of our Units allotted to the persons belonging to our Sponsor and relevant members of our Sponsor Group as on the Closing Date ("**Threshold Amount**"). In the event that aggregate of such losses from time to time exceeds the Threshold Amount, the principal transferors shall be liable to the Brookfield REIT, our Portfolio Companies and its directors for all losses aggregated for the purposes of reaching the Threshold Amount, and not just the amounts by which the Threshold Amount is exceeded by such losses. With respect to a claim arising out of breach of Business Representations, the principal transferors shall be liable in respect of any loss, only if the loss together with losses arising out of the same cause of action, exceeds 0.1% of the value of our Units allotted to our Sponsor and relevant members of our Sponsor Group as on the Closing Date.

b. The aggregate liability of the principal transferors for a loss arising out of a breach of (i) the Sponsor and Sponsor Group Representations or Company Representations shall not exceed 100% of the value of our Units allotted to our Sponsor and relevant members of our Sponsor Group as on the Closing Date; and (ii) Business Representations shall not exceed 10% of the value of our Units allotted to our Sponsor and relevant members of our Sponsor Group as on the Closing Date.

c. With respect to any indemnity claim, the right of the Brookfield REIT, our Portfolio Companies and its directors to seek indemnification is subject to the Brookfield REIT having issued the indemnity claim notice: (i) within a period of three years from the Closing Date, in relation to any indemnity claim arising out of a breach of any Sponsor and Sponsor Group Representations or Company Representations; and (ii) within a period of 18 months from the Closing Date, in relation to any indemnity claim arising out of a breach of any Business Representations.

(iv) *Other limitation on liability for Indemnity*

a. In the event that the Brookfield REIT recovers any amount from any third party, the indemnity claim amount shall be reduced by the amount so recovered as and when such amounts are recovered from any third party.

b. An indemnity claim cannot be made more than once in respect of the same cause of action.

c. There shall be no claim for indemnity where the Brookfield REIT or our Portfolio Companies (as the case may be) have made a claim under a policy of insurance in respect of any matter or circumstance giving rise to such claim and has received such full payment from the insurance companies. The liability in respect of any such claim shall be reduced by the amount recovered under such policy of insurance (less all reasonable costs, charges and expenses incurred by the Brookfield REIT in recovering that sum), or extinguished if the amount so recovered exceeds the amount of such claim. If our Sponsor or relevant members of our Sponsor Group pays any amount in discharge of any claim and the Brookfield REIT or our Portfolio Company subsequently recovers from an insurance company, the sum which relates to the subject matter of the indemnity claim, then the Brookfield REIT or our Portfolio Company shall pay back an amount equal to the sum received from the insurance company after deducting all applicable Taxes, but subject to a maximum amount paid by our Sponsor or relevant members of our Sponsor Group or our Portfolio Company as the case may be, in discharge of the said claim.

d. In no event shall our Sponsors or relevant members of our Sponsor Group, be liable for any punitive, incidental, consequential, special or indirect losses, loss of business reputation or opportunity relating to the breach or alleged breach of the Share Acquisition Agreement

e. The Brookfield REIT, our Portfolio Companies, the Trustee, our Manager and their affiliates shall not make any claims against any former, current and future equity holder, controlling person, director, officer, employee, agent, affiliate, member, manager or general or limited partner of our Sponsor and relevant members of our Sponsor Group, or any direct or indirect former, current or future equity holder, controlling person, director, officer, employee, agent, affiliate, member, manager or general or limited partner of any of the foregoing, in connection with the Share Acquisition Agreements or any other agreement or instrument or document referred to therein or to be delivered thereunder and any such claim shall only be made against the transferors under the Share Acquisition Agreements.

Termination

The parties to the Share Acquisition Agreements are permitted to terminate the relevant Share Acquisition Agreements by way of (i) mutual consent of the parties in writing; (ii) by the Brookfield REIT, in the event of breach by our Sponsor and relevant members of our Sponsor Group or upon occurrence of a material adverse effect (as defined in the Share Acquisition Agreements) and if such breach or material adverse effect (as defined in the Share Acquisition Agreements) has not been cured within 30 business days from the occurrence of such event; and (iii) automatically, if the closing of the transactions contemplated under the Share Acquisitions Agreements has not occurred on or prior to a date that is three months from the date of execution of the Share Acquisition Agreement or such other date as may be mutually agreed between the parties.

Consequences of Termination

Upon termination of the Share Acquisition Agreements:

a. The Share Acquisition Agreements shall forthwith become void and terminate automatically without any further act or deed by any party to the Share Acquisition Agreements;

b. The Brookfield REIT shall not be obligated to proceed with the listing of Units on the Stock Exchanges; and

c. If any actions have been undertaken by the parties to the Share Acquisition Agreements, pursuant to the Share Acquisition Agreements, including resignation of their nominee directors from the board of our Portfolio Company, then the parties shall take all such actions to cause the unwinding of the aforesaid actions such that the parties are placed in the same position (and the Brookfield REIT with the same obligations and liabilities), as they were, prior to the date of signing the Share Acquisition Agreement.

Issuance of Units pursuant to the Formation Transactions*

Asset SPVs	Sponsor	Sponsor Group (excluding our Sponsor)
Candor Kolkata	[•]	[•]
Festus	[•]	[•]
SPPL Noida	[•]	[•]

Operational Services Provider	Sponsor	Sponsor Group (excluding our Sponsor)
CIOP	[•]	[•]
Total	**[•]**	**[•]**
Total pre-Issue Unitholding (upon consummation of the Formation Transactions)[1]	**[•]**	**[•]**
Total Post-Issue Unitholding	**[•]**	**[•]**

(1) At the Issue Price of ₹[•] per unit
**This tabular representation will be updated at the time of filing the Final Offer Document with SEBI and the Stock Exchanges. For details in relation to the manner of calculating the number of units in case of each of our Portfolio Companies, see "- Calculation of Unitholding Percentage in relation to the Formation Transactions" beginning on page 366.*

Acquisition of future assets

Agreements to Purchase

The Agreements to Purchase have been entered into, among:

(a) Candor Gurgaon 1, BSREP India Office Holdings II Pte. Ltd., BSREP India Holdings, our Manager and the Brookfield REIT; and

(b) SDPL Noida, BSREP India Office Holdings IV Pte. Ltd., BSREP India Holdings, our Manager and the Brookfield REIT.

Exercise Period

Under the Agreements to Purchase, BSREP India Office Holdings II Pte. Ltd, BSREP India Office Holdings IV Pte. Ltd., BSREP India Holdings ("**Shareholders**") have severally agreed to grant a right in favour of the Brookfield REIT where the Brookfield REIT shall be entitled to acquire all the shares and convertible securities of the Identified SPV held by the Shareholders, constituting 100% of the issued and paid up equity share capital of the Identified SPV, on a fully diluted basis ("**Sale Shares**"), at any time on and from the date that is six months after the date of listing of our Units on the Stock Exchanges till one year or such later date as may be provided in the Agreements to Purchase or as may be mutually agreed between the parties ("**Exercise Period**"). The right can be exercised only once by the Brookfield REIT during the Exercise Period, except as otherwise agreed amongst the parties to the Agreements to Purchase.

Exception

One or more of the Shareholders may sell or transfer all or any part of the Sale Shares to an affiliate (as defined in the Agreements to Purchase); or the Identified SPV may issue shares, convertible securities or any other security to an affiliate of the Shareholders ("**Subsequent Issuance**"), provided that the Shareholder shall ensure that such affiliate executes a deed of adherence to comply with the provisions of the Agreement to Purchase and the obligations of the Shareholders under the Agreement to Purchase.

Consideration

Upon execution of the sale and transfer of the shareholding, on a fully diluted basis, of Candor Gurgaon 1 and SDPL Noida, the Shareholders shall receive an amount equal to the gross acquisition value (as calculated in the manner stated below), as adjusted for the agreed adjustments (as defined in the Agreements to Purchase), by way of issuance of Units or payment in cash or a combination of both in accordance with the terms of the Agreements to Purchase ("**Purchase Consideration**").

The Agreements to Purchase set out the floor valuation ("**Floor Valuation**"), which is ₹47,985 million (for Candor Gurgaon 1) and ₹37,670 million (for SDPL Noida), together with the capital invested in each of the Identified SPV from September 30, 2020 till the date of issue of the exercise notice issued by the Brookfield REIT as specified in the Agreements to Purchase, respectively.

Trigger conditions

The exercise of the right granted to the Brookfield REIT is conditional on certain trigger conditions being fulfilled by the Brookfield REIT as set forth below:

(a) the Brookfield REIT intimating the Shareholders of the appointment of two independent valuers ("**Identified Valuers**"), out of the approved list of valuers set out in the Agreements to Purchase, at its cost and expense;

(b) the Brookfield REIT receiving the valuation reports from the Identified Valuers, computing the enterprise value of the Identified SPV and providing copies of these reports to the Shareholders upon receipt. Further, the Brookfield REIT, intimating the Shareholders details of the following valuations ("**Intimation Notice**"):

i. valuer average valuation which is the simple average of the value of the Identified SPV as determined by the Identified Valuers ("**Valuer Average Valuation**"). This will be computed on an enterprise value basis after including the implicit value of the new agreement to be entered into between CIOP and Identified SPV after the termination of its existing property management agreement with Mountainstar India Office Parks Private Limited ("**MIOP**"), in the same manner as computed for the sale of the Asset SPVs to the Brookfield REIT and no adjustments in the nature of net debt or net working capital shall be incorporated into these valuations.

ii. gross acquisition value (and resultant the Purchase Consideration), which in the event the Valuer Average Valuation of the Identified SPV, is:

a) equal to or higher than the Floor Valuation, shall be the amount equal to the Valuer Average Valuation of the Identified SPV; or

b) lower than the Floor Valuation, shall be the amount equal to the Floor Valuation. However, in the event the Floor Valuation exceeds 110% of the Valuer Average Valuation of the Identified SPV, unless otherwise agreed to by the parties in writing on an agreed price for the transaction in accordance with the provisions of the SEBI REIT Regulations and other applicable law, the respective Agreement to Purchase will be terminated automatically.

The Intimation Notice shall also set out the Brookfield REIT's proposal on the manner in which the Purchase Consideration should be discharged by the Brookfield REIT, either by way of issuance of Units or through a combination of issuance of Units and payment of cash ("**Combination Proposal**") or by discharge of the entire Purchase Consideration to the Shareholders of the Identified SPV through cash ("**Cash Proposal**"), in accordance with the REIT Regulations.

In the event that the Brookfield REIT offers a Cash Proposal, then the right to acquire shall be deemed to have been accepted and the Purchase Consideration for the consummation of the right shall be paid by the Brookfield REIT in cash in the manner detailed under the Cash Proposal.

In the event that the Brookfield REIT offers a Combination Proposal, then Shareholders shall have the right to either accept or reject the Combination Proposal by a notice in writing within 15 days of receipt of the Intimation Notice. If the Shareholders reject the Combination Proposal, then the Brookfield REIT shall have the right to offer a revised proposal within 60 days of the response notice of the Shareholders offering to pay the entire Purchase Consideration through payment in cash unless agreed otherwise between the Brookfield REIT and the Shareholders ("**Revised Proposal**"), failing which the respective Agreement to Purchase shall stand terminated automatically with immediate effect and without any recourse.

In the event that the Brookfield REIT provides a Revised Proposal, the right to acquire shall be deemed to have been accepted and the Purchase Consideration for the consummation of the right shall be paid by the Brookfield REIT in the manner detailed under the Revised Proposal.

Procedure for exercise of the right to acquire

Subject to the satisfaction of the trigger conditions mentioned above, the Brookfield REIT may exercise the right to acquire the Identified SPVs by issuing a notice in writing to the Shareholders ("**Notice**") which shall include, among other things, details of (i) the amount and manner of payment of Purchase Consideration; (ii) documents supporting that the requisite corporate and/ or Unitholder approvals have been obtained; and (iii) the proposed date for consummation of the right, (being not less than 30 days but not more than three months from the date of the Notice, as the case may be. The Notice shall also be a valid and binding obligation on the Brookfield REIT to purchase the shareholding and on the Shareholders to transfer their shareholding to the Brookfield REIT.

In addition to obtaining the corporate and/ or Unitholder approvals, the parties are also required to procure the relevant governmental and regulatory and other third party approvals and take all necessary steps to complete the acquisition on the date mentioned in the Notice. However, in the event of a delay in the completion of the acquisition, beyond the date set out in the Notice, solely due to failure on part of the parties in obtaining the approval from the relevant governmental authorities then the parties shall have an additional period of 60 days to consummate the right or any other period as may be mutually agreed by the parties to the Agreements to Purchase in writing.

In the event the trigger conditions are not satisfied by the expiry of the Exercise Period, after issuance of notice by the Brookfield REIT to the Shareholders informing them of the appointment of two independent valuers, then the right granted to the Brookfield REIT shall automatically fall away at the end of the Exercise Period and the respective Agreement to Purchase shall stand terminated. However, if such failure on part of the Brookfield REIT is as a result of a material breach of the Agreements to Purchase by the Shareholders and such material breach being uncured, in accordance with the terms of the Agreements to Purchase, then the Exercise Period will be further extended to the extent of such delay.

At the time of such consummation, (a) the parties to the Agreements to Purchase will enter into the necessary definitive documents for the purposes of providing customary representations, warranties and indemnities in relation to the Identified SPV; and (b) the Identified SPV shall terminate the existing property management agreement with MIOP and enter into an agreement with CIOP for provision of property management services to the Identified SPV on the same terms as the existing property management agreement.

Restrictions

During the Exercise Period, the Shareholders are prohibited from:

(i) selling the shares and securities held by them in the Identified SPVs to a third party, other than in accordance with the Agreements to Purchase; or

(ii) undertaking any slump sale involving the whole/ substantially the whole of the business of the Identified SPVs to a third party, prior to the expiry of the Exercise Period.

Further, on and from the date of execution of the Agreements to Purchase and up to the expiry of the Exercise Period, the Identified SPV shall and the Shareholders shall ensure that the Identified SPVs carry on their business in the ordinary course of business consistent with policies and business practices of the Identified SPVs since the time of acquisition of the Identified SPV by the Brookfield Group and not cease to be an eligible SPV under the REIT Regulations. In the event of any change and/ or amendment to the REIT Regulations which affects or impairs the ability of the Identified SPV to qualify as an eligible SPV under the REIT Regulations, which exists as of the date of the Agreements to Purchase, the Identified SPVs and the Shareholders shall be required to implement the necessary changes to the business of the Identified SPVs, to comply with the requirements under the REIT Regulations, only if the Brookfield REIT, Identified SPVs and the Shareholders believe that such change would be commercially viable.

Additionally, a party cannot, without the prior written consent of the other parties to the Agreement to Purchase, assign its rights, benefits, privileges, liabilities or obligations under the Agreement to Purchase. However, the Shareholders are permitted to assign their rights, liabilities and obligations under the Agreement to Purchase to any affiliates (as defined in the Agreement to Purchase).

Termination

The Agreements to Purchase may be terminated: (a) by mutual consent of the parties in writing; (b) by the Brookfield REIT, by giving a notice of 30 days in writing to the Shareholders and the Identified SPVs; (c) automatically, if:

i. the listing of our Units on the Stock Exchanges has not occurred on or prior to September 30, 2021, or any other date as may be mutually agreed by the parties in writing;

ii. the Brookfield Group ceases to control (as defined in the Agreements to Purchase) the manager of the Brookfield REIT;

iii. our Units cease to be listed on the Stock Exchanges;

iv. the Floor Valuation (as defined above) exceeds 110% of the Valuer Average Valuation, unless otherwise agreed to by the parties in writing on an agreed price for the transaction in accordance with the provisions of the REIT Regulations and other applicable law;

v. in the event that the Brookfield REIT fails to provide a Revised Proposal within the 60 days period; or

vi. at the end of the Exercise Period unless the Notice has been issued prior to the end of the Exercise Period and the parties are working towards completing the acquisition in accordance with the respective Agreement to Purchase.

ROFO Agreements

The right of first offer agreements have been entered into, among:

(a) Vrihis, its shareholders and debenture holders, the Brookfield REIT and our Manager;

(b) Equinox Business Parks Private Limited, its shareholders, the Brookfield REIT and our Manager; and

(c) Mars Hotels and Resorts Private Limited, its shareholders, the Brookfield REIT and our Manager

and such right of first offer agreements shall together be referred to as the "**ROFO Agreements**", the shareholders and debenture holders of the respective ROFO Companies shall collectively be referred to as the "**Sellers**" and Vrihis, Equinox Business Parks Private Limited and Mars Hotels and Resorts Private Limited together shall be referred to as the "**ROFO Companies**".

ROFO and ROFO Term

Under the ROFO Agreements, the Sellers have each agreed to grant a right of first offer to the Brookfield REIT, in the event the Sellers propose to sell 100% of their holding comprising the shares, convertible securities and/or non-convertible securities issued to members of the Brookfield Group in the respective ROFO Companies ("**ROFO Property**") to any third party during the period of five years following the date on which our Units are listed and commence trading on the Stock Exchanges ("**ROFO Term**"). Additionally, pursuant to the ROFO Agreement with Vrihis, the Brookfield REIT also has a right of first offer, in the event Vrihis proposes to sell all or any part of the units held by it during the ROFO Term, in the building known as 'Jet Airways Godrej BKC' situated in Bandra Kurla Complex ("**BKC ROFO Property**") for an amount equal to or greater than the threshold consideration set out in the ROFO Agreement with Vrihis ("**Threshold Consideration**"). In the event, the Sellers propose to offer the non-convertible securities as part of the ROFO Property, then the parties to the ROFO Agreement shall mutually discuss and agree on the most efficient manner in which the non-convertible securities would be dealt with.

Exception

However, one or more of the Sellers may sell or transfer all or any part of the ROFO Property or BKC ROFO Property during the ROFO Term to an affiliate (as defined in the ROFO Agreements); or the ROFO Company may issue shares, convertible securities or any other security to an affiliate of the Sellers ("**Subsequent Issuance**"), provided that the Seller shall ensure that the affiliate, to whom the ROFO Property is sold or transferred or to whom the Subsequent Issuance is made, executes a deed of adherence to comply with the provisions of the ROFO Agreement. Additionally, in terms of the ROFO Agreement with Vrihis, in the event the sale of the BKC ROFO Property is for a consideration below the Threshold Consideration then Vrihis is not required to undertake the process set out in the ROFO Agreement.

Occurrence of ROFO event

In terms of the ROFO Agreement, any Seller proposing to sell the ROFO Properties held by it to a third party during the ROFO Term, is required to give a written notice to the Brookfield REIT, prior to executing any term sheet or any documents with any third party, regarding its intention to sell the ROFO Properties. Further, in terms of the ROFO Agreement with Vrihis, in the event Vrihis proposes to sell the BKC ROFO Property to a third party during the ROFO Term, it is required to give a written notice to the Brookfield REIT, prior to executing any term sheet or any documents with any third party, regarding its intention to sell the BKC ROFO Property at a consideration in excess of the Threshold Consideration.

On receipt of such notice, the Brookfield REIT may exercise its right of first offer within 60 days, by issuing a written notice to the Seller proposing to transfer the ROFO Properties or BKC ROFO Property, as applicable, setting out details of the enterprise value of the ROFO Property or the consideration offered in cash for the BKC ROFO Property, such that the consideration is greater than or equal to the Threshold Consideration, any other terms that may impact the price and the overall consideration of the offer by the Brookfield REIT, including the manner in which the consideration for the acquisition of the ROFO Property will be discharged. The terms of the offer for the ROFO Property and BKC ROFO Property, as set out in the above mentioned notice by the Brookfield REIT, shall be binding on the Brookfield REIT, unless amended by mutual agreement between the Sellers, Brookfield REIT and our Manager.

Procedure for exercise of ROFO

Upon receipt of the offer from the Brookfield REIT and such terms being acceptable to the Sellers, the Sellers are required to issue a written notice within 30 days to the Brookfield REIT notifying it of the acceptance of the offer. In the event that the Sellers do not issue such notice or the notice to any third party as mentioned below, within the aforementioned 30 day period, then the terms of the offer made by the Brookfield REIT for the ROFO Property or BKC ROFO Property, as applicable, shall be deemed to have been rejected.

In the event that:

a. the Sellers have accepted the offer received from Brookfield REIT, then the sale of the ROFO Properties or BKC ROFO Property, as applicable, shall be completed within 60 days of the receipt of acceptance of the Sellers by Brookfield REIT, or such other extended period as may be mutually agreed, subject to receipt of approvals and consents required for the transaction. Any such time required for receipt of approvals and consents from any governmental authority required for the transaction shall be excluded from the aforesaid 60 days period. At the time of purchase of the ROFO Property and BKC ROFO Property, as applicable, the parties will enter into the necessary definitive documents for the purposes of providing customary representations, warranties and indemnities in relation to the ROFO Property and BKC ROFO Property.

b. the Sellers want to evaluate other offers available to them from third parties, the Sellers are required to, within 30 days of the receipt of the offer, issue a written notice to the Brookfield REIT informing it of the same. If such notice is issued, then the Sellers shall intimate the Brookfield REIT in writing, within 90 days from the date of issue of the notice, its decision to either (i) sell the ROFO Property or BKC ROFO Property, as applicable to a third party; or (ii) accept the terms of the offer made by the Brookfield REIT for the ROFO Properties or BKC ROFO Property, as applicable.

c. the Sellers have decided to sell the ROFO Properties or BKC ROFO Property, as applicable, to a third party, then the Seller shall be bound to complete the sale of such ROFO Properties or BKC ROFO Property, as applicable, to the third party within a period of 60 days from the date of issue of the above stated notice, subject to receipt of approvals and consents required for the transaction, only if the terms of the offer by the third party is more favourable than the ones offered by the Brookfield REIT. Any such time required for receipt of approvals and consents from any governmental authority required for the transaction shall be excluded from the aforesaid 60 days period. In the event that the Sellers do not complete the sale to a third party within the aforementioned 60 days period, then the Sellers shall again be obligated to make an offer of the ROFO Properties or BKC ROFO Property, as applicable to the Brookfield REIT whenever the Sellers intend to sell the ROFO Properties or BKC ROFO Property, as applicable, in accordance with the terms of the ROFO Agreements.

Restrictions on the Sellers

During the ROFO Term, the Sellers are prohibited from selling the ROFO Properties to any third party in violation of the ROFO Agreements or undertaking any slump sale involving the business of our ROFO Companies to a third party prior to the expiry of the ROFO Term. In relation to the ROFO Agreement with Vrihis, any sale of assets by Vrihis, other than sale of BKC ROFO Property, shall not require prior approval of Brookfield REIT.

The rights, liabilities or obligations under the ROFO Agreement cannot be assigned by any of the parties without the prior written consent of the other parties. However, the Sellers are permitted to assign their rights, liabilities and obligations under the ROFO Agreement to any affiliates (as defined in the ROFO Agreement), as a result of an internal restructuring, transfer, amalgamation, merger or otherwise. In the event that due to such internal restructuring, merger and / or amalgamation, the ROFO Company goes out of existence, then (i) the rights, liabilities and the obligations of the Sellers shall be assigned to such affiliate; and (ii) such affiliate shall be bound to grant a similar right of first offer to the Brookfield REIT in respect of the assets held by the ROFO Company, and shall ensure that the provisions of the ROFO Agreement are adhered to.

Consequence of non-exercise of ROFO by the Brookfield REIT

If the Brookfield REIT (a) does not make an offer to the Sellers; or (b) upon receipt of acceptance from the Seller, fails to complete the acquisition of the ROFO Properties or BKC ROFO Property, as applicable, in accordance with the ROFO Agreement, then the Sellers may sell the ROFO Properties or BKC ROFO Property, as applicable to any third party, on terms as may be acceptable to them, at any time thereafter and the ROFO Agreements shall stand terminated automatically with immediate effect and without any recourse.

Termination

The ROFO Agreement shall be effective for the ROFO Term, unless terminated earlier (i) by mutual consent of the parties in writing; (ii) by the Brookfield REIT by issuing a written notice of 30 days to the Sellers and our ROFO Companies; (iii) automatically, if the listing of our Units on the Stock Exchanges has not occurred on or prior to September 30, 2021, or any other date as may be mutually agreed by the parties in writing; (iv) automatically, if our Units cease to be listed on the Stock Exchange(s); or (v) automatically in the event the Brookfield Group ceases to control (as defined in the ROFO Agreements) the manager of the Brookfield REIT; (vi) automatically, if the Brookfield REIT does not make an offer to the Sellers; or upon receipt of acceptance from the Sellers, fails to complete the acquisition of the ROFO Properties or BKC ROFO Property, as applicable in accordance with the ROFO Agreements.

OUR PORTFOLIO COMPANIES

The corporate details of each of our Portfolio Companies are set forth below. For details with respect to the Initial Portfolio, see "*Our Business and Properties*" beginning on page 114.

Asset SPVs

Pursuant to consummation of the Formation Transactions, the Brookfield REIT shall own 100% of the equity share capital and CCDs (to the extent not converted) of the following Asset SPVs:

1. Festus Properties Private Limited (Festus)

Festus was incorporated on May 11, 2016 as a private limited company under Companies Act and its name was changed to its current name pursuant to receipt of certificate of incorporation pursuant to change of name dated July 16, 2016 issued by the RoC, Mumbai. The registered office of Festus is located at Ground Floor, Common Service Area, Kensington Building, 'A' Wing, SEZ Building, Powai, Mumbai 400 076, Maharashtra. Kensington is held by Festus.

Pursuant to the amended and restated share purchase agreement dated March 30, 2017, as amended on May 28, 2019 between Festus, Vrihis Properties Private Limited, HGP Community Private Limited ("**HGP Community**"), BSREP II India and certain other persons, acquired 100% shareholding of Festus, subject to receipt of approval from the BoA for change in shareholding which was received on May 27, 2019 and thereby giving effect to the acquisition in May 27, 2019. Further, by way of an order passed by the NCLT dated August 24, 2018 pursuant to the scheme of arrangement among HGP Community, Festus, Melronia Hospitality Private Limited and their respective shareholders and creditors, among others, the business of the HGP Community, *i.e.* the business of owning and operating the IT/ ITES SEZ in Powai, was demerged into Festus with effect from January 1, 2017 (being the appointed date). The scheme came into effect on March 13, 2019, after receipt of, among others, the approval from the BoA for change in developer.

Capital structure of Festus

Particulars	No. of equity shares of face value of ₹10 each as on the date of this Offer Document
Authorised share capital	500,000,000
Issued, subscribed and paid-up share capital	464,641,122

Shareholding pattern of Festus

The shareholding pattern of Festus as on the date of this Offer Document is set forth below:

Equity share capital#		
Shareholder	**No. of equity shares of ₹10 each**	**Shareholding percentage (%) (approx.)**
Kairos	50,009,999	10.76
BSREP II India	414,631,123	89.24
Total	**464,641,122**	**100**

#99.99% of the equity shares are required to be pledged with the lender, which will be released prior to the Bid/ Issue Opening Date and will be re- pledged within 90 days of such release in the event the underlying borrowing is outstanding at the expiry of such 90 days.

Non- convertible debentures (NCDs)		
Debenture Holder	**No. of NCDs**	**Percentage (%)**
BSREP II India Office Holdings III Pte. Ltd.	2,560	100
Total	2,560	**100**

2. Candor Kolkata One Hi-Tech Structures Private Limited (Candor Kolkata)

Candor Kolkata was incorporated on October 13, 2005 as a public company under Companies Act, 1956. Pursuant to receipt of a certificate of incorporation, pursuant to change of name dated January 27, 2016 issued by the RoC, Delhi, its name was last changed to Candor Kolkata One Hi-Tech Structures Private

Limited. The registered office of Candor Kolkata is situated at F-83, Profit Centre, Gate No. 1, Mahavir Nagar, Near Pizza Hut, Kandivali (W), Mumbai 400 067, Maharashtra.

By way of a scheme of amalgamation, Candor Gurgaon 2 (which held Candor Techspace G2) has merged into Candor Kolkata. The NCLT has approved the scheme by way of its order dated August 8, 2019 and has approved the application for rectification of the aforesaid order by way of its order dated November 14, 2019. The scheme has been made effective from May 4, 2020 with the approval of the BoA dated March 5, 2020 and ROC, Mumbai dated May 4, 2020.

Candor Techspace K1 and Candor Techspace G2 are both held by Candor Kolkata.

Capital structure of Candor Kolkata

Particulars	No. of equity shares of face value of ₹10 each as on the date of this Offer Document
Authorised share capital	4,000,000
Issued, subscribed and paid-up share capital	59,546

Shareholding pattern of Candor Kolkata

The shareholding pattern of Candor Kolkata as on the date of this Offer Document is set forth below:

Equity share capital#		
Shareholder	**No. of equity shares of ₹10 each**	**Shareholding percentage (%) (approx.)**
BSREP V	59,528	99.97
BSREP India Holdings	18	0.03
Total	**59,546**	**100**

#99.99% of the equity shares are required to be pledged with the lender, which will be released prior to the Bid/ Issue Opening Date and will be re-pledged within 90 days of such release in the event the underlying borrowing is outstanding at the expiry of such 90 days.

Compulsory convertible debentures (CCD)*		
Debentureholder	**No. of CCDs**	**Percentage (%)**
BSREP India Office III	45,535	100

**45,535 CCDs held by BSREP India Office III are proposed to be transferred to the Brookfield REIT, pursuant to consummation of the Formation Transactions. The CCDs are pledged with the lenders, which will be released prior to the Bid/ Issue Opening Date and will be re-pledged within 90 days of such release in the event the underlying borrowing is outstanding at the expiry of such 90 days.*

3. Shantiniketan Properties Private Limited (SPPL Noida)

SPPL Noida was incorporated on April 4, 2005, as Shantiniketan Properties Limited, a public company under Companies Act, 1956. Pursuant to receipt of a certificate of incorporation, consequent to conversion to a private limited company, dated October 6, 2015 issued by the RoC, Delhi, SPPL Noida was converted into a private limited company. The registered office of SPPL Noida is situated at F-83, Profit Centre, Gate No. 1 Mahavir Nagar, Kandivali (W) Mumbai 400 067, Maharashtra. Candor Techspace N1 is held by SPPL Noida.

Capital structure of SPPL Noida

Particulars	No. of equity shares of face value of ₹10 each as on the date of this Offer Document
Authorised equity share capital	145,000,000
Authorised preference share capital	25,000,000
Issued, subscribed and paid-up equity share capital	143,865,097

Shareholding pattern of SPPL Noida

The shareholding pattern of SPPL Noida as on the date of this Offer Document is set forth below:

Equity share capital#		
Shareholder	**No. of equity shares of ₹10 each**	**Shareholding percentage (%) (approx.)**
BSREP India Holdings	143,865,087	99.99
BSREP Moon C1 L.P.	10	Negligible
Total	**143,865,097**	**100**

#99.99% of the equity shares are required to be pledged with the lender, which will be released prior to the Bid/ Issue Opening Date and will be re-pledged within 90 days of such release in the event the underlying borrowing is outstanding at the expiry of such 90 days.

4. Operational Services Provider

Candor India Office Parks Private Limited (CIOP)

CIOP was incorporated on October 21, 2014 as Candor Office Parks Private Limited, a private limited company under the Companies Act and its name was changed pursuant to receipt of certificate of incorporation pursuant to change of name dated September 22, 2017, issued by the RoC, Mumbai. The registered office of CIOP is situated at F-83, Profit Centre, Gate No. 1, Mahavir Nagar, Near Pizza Hut, Kandivali (W), Mumbai 400 067, Maharashtra.

CIOP provides and will continue to provide services including property management, facilities management and support services to the Candor Asset SPVs. For further details, see "*Management Framework*" beginning on page 180.

Capital structure of CIOP

Particulars	No. of equity shares of face value of ₹10 each as on the date of this Offer Document
Authorised share capital	10,000
Issued, subscribed and paid-up share capital	10,000

Shareholding pattern of CIOP

The shareholding pattern of CIOP as on the date of this Offer Document is set forth below:

Shareholder	No. of equity shares of ₹10 each	Shareholding percentage (%) (approx.)
BSREP Moon C1 L.P.	9,999	99.99
BSREP Moon C2 L.P.	1	Negligible
Total	**10,000**	**100**

Representatives on the board of directors of each Asset SPV

Upon completion of the Formation Transactions, our Manager shall (on behalf of the Brookfield REIT which proposes to be the 100% shareholder of our Asset SPVs), in consultation with the Trustee, appoint the directors on the board of directors of each of our Asset SPV, in accordance with the REIT Regulations.

MANAGEMENT FRAMEWORK

Management Framework for our Initial Portfolio

Current management framework

The operational services with respect to our Candor Assets are currently managed by CIOP whereas Kensington is managed by Kairos and both of these service providers in turn have an arrangement with our Manager for availing similar services. The services rendered to our Initial Portfolio, either directly by CIOP and Kairos (for Kensington) or through appointment of third-party service vendors by CIOP for our Candor Assets, comprise overall management and co-ordination of transition, supervision of operations and maintenance services, accounting services, procurement of materials and services, supervision of annual maintenance of contracts and insurance, legal, secretarial, compliance services, human resource services and leasing services.

In addition to the above, Kairos also provides real estate development services to Kensington by availing similar services from our Manager through a separate arrangement. These real estate development services include, among other things, services in relation to architectural and structural designs, approvals, construction, project management, fitouts, handover to tenants, mechanical, electrical and plumbing work, facade, landscaping and ensuring completion of the project. The arrangements of Kairos with both, Festus and our Manager, will terminate on the date of listing and commencement of trading of our Units on the Stock Exchanges post which the Festus Service Agreement will come into effect.

Further, project management and project management consultancy services are provided to our Candor Asset SPVs by other third-party entities under the supervision of CIOP. The project management services include, among other things, tenant relation services, building upkeep services, procurement services and financial services. The project management consultancy services include, among other things, organisation and administration, design management, quality control, environment, health and safety management, cost planning, schedule management, procurement management and construction management for the development of under construction portions of land.

Proposed management framework

Pursuant to the Investment Management Agreement, Brookprop Management Services Private Limited has been appointed as the manager of the Brookfield REIT to manage the assets and investments of the Brookfield REIT and undertake the operational activities of the Brookfield REIT.

Under Regulation 10(4) of the REIT Regulations, the manager is required to undertake the management of the REIT assets including, among others, lease management, maintenance of the assets, regular structural audits, regular safety audits, etc. either directly or through the appointment and supervision of appropriate agents. Our Manager will be responsible for the supervision of third-party service providers through its representatives on the board of directors of our Asset SPVs.

Key details of the proposed management framework for our Initial Portfolio is set forth below:

Candor Amended and Restated Transition, Operations and Maintenance Agreements

For providing the Operational Services to our Candor Asset SPVs, the Candor Amended and Restated Transition, Operations and Maintenance Agreements have been executed between CIOP and each of our Candor Asset SPVs.

The key terms of the Candor Amended and Restated Transition, Operations and Maintenance Agreements are set below:

<u>*Scope of services*</u>

The scope of the Operational Services to be provided by CIOP under the Candor Amended and Restated Transition, Operations and Maintenance Agreements cover property management services, facility management services and support services, which include (i) accounting services; (ii) procurement of materials and services; (iii) supervision of annual maintenance contracts and insurance; (iv) transition, operations, supervision of repairs and maintenance of the complex located in our Candor Assets; and (v) legal, secretarial and compliance services. The Operational Services may be provided either by CIOP or through any third parties such as accountants, facilities managers, architects, technical consultants and contractors directly appointed by CIOP or at its request, by our Candor Asset SPVs. Further, CIOP may, at its sole discretion, sub-contract any or all of the services to any person as it may deem fit at its own costs and expenses.

In addition to being responsible for fulfilling its obligations in relation to the services under the Candor Amended and Restated Transition, Operations and Maintenance Agreements, CIOP shall also be solely responsible for the management of the third parties and shall assist and oversee the work done by them.

Fee

In consideration for discharging the Operational Services, CIOP shall be entitled to a monthly fee calculated on the basis of the leasable area of the complex located in our respective Candor Assets, exclusive of applicable taxes, as set out in the Candor Amended and Restated Transition, Operations and Maintenance Agreements.

Further, additional services may be provided by CIOP to our Candor Asset SPVs for an additional fee as may be agreed upon between them. CIOP shall also be entitled to be reimbursed by our Candor Asset SPVs for expenses that are incurred by it in rendering the Operational Services upon submission of all receipts of such expenses.

Term and termination

The Candor Amended and Restated Transition, Operations and Maintenance Agreements will be effective from the date of listing and commencement of trading of our Units on the Stock Exchanges and will be valid and binding unless terminated in accordance with the terms below.

The Candor Amended and Restated Transition, Operations and Maintenance Agreements shall only be terminated in any of the following circumstances:

1. by mutual consent of the parties in writing;

2. automatically, if the listing and commencement of trading of our Units on the Stock Exchanges has not occurred on or prior to September 30, 2021, or any other date as may be mutually agreed by CIOP and our Candor Asset SPVs in writing; or

3. by our Candor Asset SPVs by delivering to CIOP a prior written notice, of at least 30 days, of its intention to terminate the Candor Amended and Restated Transition, Operations and Maintenance Agreement.

In the event of termination of a Candor Amended and Restated Transition, Operations and Maintenance Agreement, CIOP shall be entitled to receive the fee payable to it, up to the date of termination.

Candor Amended and Restated Service Agreement

The Candor Amended and Restated Service Agreement has been executed between our Manager and CIOP for providing real estate operating services to CIOP in relation to the Operational Services rendered by it with respect to our Candor Assets.

The key terms of the Candor Amended and Restated Service Agreement are set below:

Scope of services

The scope of the services under the Candor Amended and Restated Service Agreement includes:

1. assisting CIOP in strategic decision-making processes, for matters relating to our Candor Assets;

2. provision of senior management and related services to CIOP to augment the Operational Services provided by CIOP to our Candor Assets;

3. overall supervision of the Operational Services provided by CIOP to the various properties including our Candor Assets;

4. forecasting and business planning/ business strategy services; and

5. supervision of accounting, legal, secretarial and compliance services provided as part of the Operational Services provided by CIOP.

Our Manager may, at its sole discretion, sub-contract any or all of the services to any person as it may deem fit, at its own costs and expenses. Our Manager will be solely responsible for the fulfilment of the obligations in connection with the real estate operating services, whether the same are performed directly by it or indirectly through a third-party contractor, in accordance with the Candor Amended and Restated Service Agreement.

Fee

Our Manager shall be entitled to a yearly fee of 3% of the income from operating lease rentals as recorded in the books of accounts of our respective Candor Asset SPVs, payable on a monthly basis, exclusive of applicable taxes.

Also, additional services may be provided by our Manager to CIOP for an additional fee as may be agreed upon between them. Our Manager shall also be entitled to be reimbursed by CIOP for expenses that are incurred by it in rendering the real estate operating services upon submission of all receipts of such expenses to CIOP.

Term and termination

The Candor Amended and Restated Service Agreement will be effective from the date of listing and commencement of trading of our Units on the Stock Exchanges and will be valid and binding unless terminated in accordance with the terms below.

The Candor Amended and Restated Service Agreement shall only be terminated in any of the following circumstances:

1. by either party by delivering to the other party a prior written notice, of at least 90 days, of its intention to terminate the Candor Amended and Restated Service Agreement; or

2. automatically, if the listing and commencement of trading of our Units on the Stock Exchanges, has not occurred on or prior to September 30, 2021, or any other date as may be mutually agreed by our Manager and CIOP in writing.

In the event of termination of the Candor Amended and Restated Service Agreement, our Manager shall be entitled to receive the fee payable to it, up to the date of termination.

Festus Service Agreement

The Festus Service Agreement has been executed between our Manager and Festus for providing real estate operating services to Festus in relation to the management and operation of the Kensington and any other properties developed by Festus from time to time ("**Festus Properties**").

Separately, Festus houses the employees that are responsible for, among other things, property management and facility management services with respect to the administration and operation of Festus Properties.

The key terms of the Festus Service Agreement are set below:

Scope of Services

The scope of the services under the Festus Service Agreement includes:

1. assisting Festus in strategic decision-making processes, for matters relating to the Festus Properties;

2. provision of senior management and related services to Festus to assist it in the project management of the Festus Properties;

3. overall supervision of the property management and development management services undertaken in relation to the Festus Properties, including supervision of (i) architectural and structural designs; (ii) approvals; (iii) construction; (iv) project management; (v) fit-outs; (vi) handover to tenants; (vii) mechanical, electrical and plumbing facade and landscaping proper; and (viii) ensuring completion of the project;

4. forecasting and business planning/ business strategy services; and

5. supervision of accounting, legal, secretarial and compliance activities as required by Festus.

Our Manager may, at its sole discretion, sub-contract any or all of the services to any person as it may deem fit, at its own costs and expenses. Our Manager will be solely responsible for the fulfilment of the obligations in connection with the real estate operating services in accordance with the Festus Service Agreement.

Fee

In consideration for discharging the real estate operating services, our Manager shall be entitled to a yearly fee of 3% of the income from operating lease rentals as recorded in the books of accounts of Festus, payable on a monthly basis, exclusive of applicable taxes.

Also, additional services may be provided by our Manager to Festus for an additional fee as may be agreed upon between them. Our Manager shall also be entitled to be reimbursed by Festus for expenses that are incurred by it in rendering the real estate operating services upon submission of all receipts of such expenses to Festus.

Term and termination

The Festus Service Agreement will be effective from the date of listing and commencement of trading of our Units on the Stock Exchanges and will be valid and binding unless terminated in accordance with the terms below.

The Festus Service Agreement shall only be terminated in any of the following circumstances:

1. by either party by delivering to the other party a prior written notice, of at least 90 days, of its intention to terminate the Festus Service Agreement; or

2. automatically, if the listing and commencement of trading of our Units on the recognized stock exchanges, has not occurred on or prior to September 30, 2021, or any other date as may be mutually agreed by the parties in writing.

In the event of termination of the Festus Service Agreement, our Manager shall be entitled to receive the fee payable to it, up to the date of termination.

Development Management Services

Under the terms of the Investment Management Agreement, our Manager may also provide development management services to the Brookfield REIT.

Other key agreements

I. **Trade-Mark Sublicense Agreement**

Nature of the right

The Trade-Mark Sublicense Agreement dated September 26, 2020 entered into between the Brookfield REIT, our Manager, our Portfolio Companies (the "**Sublicensees**") and the Brookfield Asset Management Holdings SRL, a part of the Brookfield Group (the "**Sublicensor**") grants the Sublicensees (including any other companies that may be directly or indirectly held by the Brookfield REIT) a worldwide, non-exclusive, non-transferable, royalty-free right to the licensed use of the Trade-Marks (as defined hereafter). Brookfield Office Properties Inc. ("**Owner**"), who is the owner of certain trade-marks, trade names, logos and domain names that include the term 'BROOKFIELD' alone or in combination with other words or design elements in various jurisdictions worldwide, along with applications and registrations including the application for registration of the trademark and logo associated with '*Brookfield India Real Estate Trust*' and '*Brookfield India REIT'* ("**Trade-Marks**") has granted to the Sublicensor, the right and license to use the Trade-Marks with a right to further sublicense them, pursuant to the trademark license agreement dated November 14, 2010.

The Sublicensees do not have a right to grant sublicenses to any other entities to use the Trade-Marks in association with the licensed use. Additionally, the Trade-Marks can only be applied for or registered in the name of the Owner. Therefore, an application, at the sole discretion of the Brookfield REIT, for the registration of a Trade-Mark is subject to a written request along with the required information, being made by our Manager to the Sublicensor. Further, the Sublicensor is required to forward such written request and information to the Owner, and subject to the discretion of the Owner acting reasonably, the Owner is required to arrange for the filing, prosecution and maintenance of the Trade-Marks.

Term and termination

The Trade-Mark Sublicense Agreement will continue to be in effect unless terminated in accordance with terms of the Trade-Mark Sublicense Agreement or until otherwise agreed upon in writing between Sublicensor and the Sublicensees.

The Trade-Mark Sublicense Agreement may be terminated in any of the following circumstances:

1. *Termination rights of the Sublicensor*: The Sublicensor may terminate the Trade-Mark Sublicense Agreement, effective upon giving a written notice of termination to the Brookfield REIT and our Manager, in the event of the termination of the Investment Management Agreement.

   Additionally, the Sublicensor may terminate the Trade-Mark Sublicense Agreement upon giving 30 days' written notice of termination to the Brookfield REIT and our Manager on the happening of the following events:

   (i) the bankruptcy, insolvency, receivership, dissolution or winding-up of the Brookfield REIT;

   (ii) the date prior to the date on which the seizure or attachment of the property, assets or undertaking of the Brookfield REIT (held by it either directly or indirectly), as a result of any action taken against it by any other Person;

   (iii) the Brookfield REIT or our Manager default in the performance of any material term, condition under the Trade-Mark Sublicense Agreement and the default continues for a period of 30 days after the receipt written notice of such breach;

   (iv) the Brookfield REIT or our Manager assign, sublicense, pledge, mortgage or otherwise encumber the Trade-Marks; or

   (v) the termination or amendment of the trademark license agreement dated November 14, 2010, if it results in a loss of rights licensed by the Sublicensor.

   Further, the Trade-Mark Sublicense Agreement will terminate with immediate effect in the event of failure of the Brookfield REIT to list its Units on the Stock Exchange(s) on or before September 30, 2021 or the Brookfield Group ceasing to control our Manager.

2. *Termination rights of the Brookfield REIT and our Manager*: The Brookfield REIT and our Manager may terminate the Trade-Mark Sublicense Agreement upon giving 30 days' written notice of termination to the Sublicensor in the event of default on part of the Sublicensor in the performance of any material term, condition or agreement under the Trade-Mark Sublicense Agreement and failure on part of the Sublicensor to cure the breach for a period of 30 days after receipt of the written notice.

Indemnity

The Brookfield REIT and our Manager agree to defend, indemnify and hold harmless the Owner and the Sublicensor and their respective officers, directors and employees from and against all claims, and all costs, expenses, damages, etc. arising out of the use of the Trade-Marks by the Brookfield REIT, our Manager or our Portfolio Companies in breach of the Trade-Mark Sublicense Agreement.

II. Candor Trademark Agreement

Nature of the right

Pursuant to the Candor Trademark Agreement dated September 26, 2020 entered into between CIOP (being the sole owner of the 'Candor Techspace' trademark ("**Trademark**") and logo ("**Logo**")), the Brookfield REIT, our Manager, our Candor Asset SPVs and the Identified SPVs ("**Licensees**"), CIOP has granted a worldwide, non-exclusive, non-transferable, non-assignable, royalty free right and license to use the Trademark and the Logo in connection with the respective businesses of the Licensees. This right includes using the Trademark on the website of the Licensees, in their domain names, general publicity, advertising and other literature or material or as the Licensees' trade name/corporate name in connection with their businesses.

Term and termination

The Candor Trademark Agreement will come into effect from the date of its execution and shall unless remain in force unless terminated as given below.

The Candor Trademark Agreement may be terminated in the event of any of the following:

1. *With immediate effect*: With respect to the Brookfield REIT and our Manager in the event:

    (i) of failure of the Brookfield REIT to list its Units on the Stock Exchange(s) on or before September 30, 2021; or

    (ii) the Brookfield Group ceasing to control our Manager; or

    (iii) of the termination of the Investment Management Agreement.

2. *By the Licensees:* The Licensees may terminate the Candor Trademark Agreement upon giving 30 days' written notice of termination to CIOP in the event of default of the Licensor in the performance of any material term, condition or agreement under the Candor Trademark Agreement and the default continuing for a period of 30 days after written notice of the breach is given to CIOP.

3. *By CIOP*: CIOP may terminate the Candor Trademark Agreement upon giving 30 days' written notice of termination to the Licensees on the following events:

    (i) the bankruptcy, insolvency, receivership, dissolution or winding-up of the Licensees;

    (ii) the date prior to the date on which the seizure or attachment of the property, assets or undertaking of the Licenses (held by it either directly or indirectly), as a result of any action taken against it by any third person;

    (iii) any use by the Licensees of the Trademark not in accordance with the terms of the Candor Trademark Agreement which materially jeopardizes or materially adversely affects the Licensor's intellectual property rights in the Trademark and the Logo.

    (iv) the Licensees default in the performance of any material term, condition or agreement under the Candor Techspace Agreement and the default continues for a period of 30 days after written notice of the breach is given to the Licensees; or

    (v) the Licensees' assign, sublicense, pledge, mortgage or otherwise encumber the Trademark or Logo.

Fee and expenses

Annual Expenses

The expenses to be directly charged to the Brookfield REIT would include (i) fees payable to the Trustee; (ii) REIT Management Fees payable to our Manager; (ii) fees payable to the Auditor; (iii) fees payable to the Valuer; (iv) fees payable to other intermediaries and consultants; and (v) other miscellaneous expenses. Further, the Brookfield REIT will incur or reimburse expenses in relation to this Issue.

The fees for providing real estate operating services under the Candor Amended and Restated Service Agreement and the Festus Service Agreement, will be payable to our Manager by CIOP for our Candor Assets and by Festus for the Festus Properties (as defined above), as detailed above.

The estimated fees and expenses charged/ chargeable to the Brookfield REIT are as set forth below:

Payable by the Brookfield REIT	Estimated Expenses (in ₹ million)
Trustee fees (per annum)	See Note 1 below
REIT Management Fees (per annum)	See Note 2 below
Auditor fee, Valuer fee, Independent Industry Expert fee and others	[•]*

**To be included in the Final Offer Document*

Note 1*: The Trustee shall be entitled to an initial acceptance fee of ₹1 million (exclusive of taxes) and an annual fee of ₹2.5 million (exclusive of taxes).*
Note 2*: The Brookfield REIT shall pay to our Manager, REIT Management Fees which shall be 1% of the NDCF.*

Issue Expenses

The total expenses of the Issue are estimated to be approximately ₹[•] million. For details, see "*Use of Issue Proceeds*" beginning on page 219.

Set-up expenses

The expenses in relation to setting up of the Brookfield REIT will be borne by our Sponsor and our Manager, details of which shall be included in the Final Offer Document. The Brookfield REIT shall reimburse our Sponsor and our Manager for all expenses incurred by it in relation to setting up of the Brookfield REIT.

THE BOARD AND MANAGEMENT OF OUR MANAGER

The corporate governance framework with respect to the Brookfield REIT is implemented by our Manager.

In accordance with the REIT Regulations, in addition to the applicable provisions of the Companies Act, not less than 50% of our Board shall comprise independent directors and such independent directors should not be directors on the board of directors of, or members of the governing board of the manager of another REIT registered pursuant to the REIT Regulations. The independence of the directors shall be determined in accordance with the parameters applicable to the board of directors of a company in accordance with the Companies Act and would be determined *vis-a-vis* our Manager, our Sponsor and our Portfolio Companies. As on the date of this Offer Document, our Board is compliant with the aforementioned requirement.

As on the date of this Offer Document, our Board of Directors comprises four directors of which two directors are independent. Such Directors are not on the board of directors of the manager of another REIT. Accordingly, the present composition of our Board is in accordance with the corporate governance requirements provided under the REIT Regulations and Companies Act, as applicable.

Board of Directors of our Manager

Our Board of Directors is entrusted with the responsibility for the overall management of our Manager. The following table sets forth details regarding the board of directors of our Manager:

Sr. No.	Name of the director	DIN
Independent Directors		
1.	Akila Krishnakumar	06629992
2.	Shailesh Vishnubhai Haribhakti	00007347
Non-independent Directors		
3.	Anuj Ranjan	02566449
4.	Ankur Gupta	08687570

Brief profiles of the Directors of our Manager

Akila Krishnakumar

Akila Krishnakumar is an independent director of our Manager. She holds a master's degree in management studies from the Birla Institute of Technology & Science at Pilani, Rajasthan. She was previously the president - global technology and country head – India for SunGard Solutions (India) Private Limited. She is an experienced professional with a long industry standing, including over 18 years of experience in the field of technology. She is currently on the board of Heidelberg Cement India Limited, Matrimony.Com Limited, IndusInd Bank Limited and ABB Power Products and Systems India Limited.

Shailesh Vishnubhai Haribhakti

Shailesh Vishnubhai Haribhakti is an independent director of our Manager. He is a fellow of the Institute of Chartered Accountants of India, a certified internal auditor with the Institute of Internal Auditors Inc., a certified financial planner registered with the Financial Planning and Standards Board of India, an associate of the Institute of Cost and Work Accountants of India, and an associate member with the Association of Certified Fraud Examiners. He is an experienced professional in the field of finance and accounting. He is the founder and chairman of New Haribhakti Business Services LLP, since 2013. He is also currently the chairman of Blue Star Limited and on the board of directors of L&T Finance Holdings Limited, L&T Mutual Fund Trustee Limited and Ambuja Cements Limited.

Anuj Ranjan

Anuj Ranjan is currently a non-executive director of our Manager. Anuj is a part of the senior leadership of BAM and is the managing partner, head of Europe and Asia-Pacific private equity and chief executive officer of South Asia and Middle East for BAM and is responsible for overseeing the investment initiatives and operations of Brookfield in these regions. He holds a master's degree in business administration from the University of Western Ontario. He joined the Brookfield Group in 2006 and has held various positions in the organisation over the years.

Ankur Gupta

Ankur Gupta is currently a non-executive director of our Manager. Ankur is the managing partner, country head – India at the Brookfield Group and is also responsible for overseeing the investments and operations of the Brookfield Property Group in India. He holds a bachelors' degree in technology (chemical engineering) from the Indian Institute of Technology, Bombay and has a master's degree in business administration from the Columbia University, New York. Ankur joined the Brookfield Group in 2012 and has worked on Brookfield Property Group's transactions spanning across India and North America.

Functioning of our Board

Frequency of meetings

Our Board shall meet at least four times annually, with a maximum gap of 120 days between any two successive meetings. In the event of Unitholders' meetings, our Board shall meet prior to such meeting to approve the agenda for the meeting.

Quorum

The quorum for a Board meeting shall include at least two directors or 1/3rd of the total number of directors on our Board, whichever is higher, of which at least one director present shall be an independent director.

Remuneration of the directors

The independent directors on our Board will receive a sitting fee of ₹0.10 million per meeting for attending the meetings of our Board and ₹0.05 million per meeting for attending the meetings of the committees of our Board, in accordance with the terms of their appointment. In addition to the sitting fees, the independent directors shall also be paid an annual additional fee, by way of commission or otherwise, linked to the financial performance of our Manager, including the fee earned by our Manager from the Brookfield REIT and our Portfolio Companies, subject to terms as may be agreed and approved by our Board in compliance with applicable law.

Decision-making process

Our Manager shall act through our Board directly, or through a duly constituted committee of our Board, depending on the materiality of the decision being made. Further, for transactions above a defined threshold, our Board shall present the decision before our Unitholders for their approval in terms of the REIT Regulations. The following table sets out the decision-making requirements for certain key matters:

Key Matters	Applicable Requirements
Capital structure matters	
Borrowings (non-related party transaction) [1]	Aggregate consolidated borrowings and deferred payments of the Brookfield REIT and our Asset SPVs, net of cash and cash equivalents exceeds 25% of the value of the Brookfield REIT assets – ***Unitholder approval required through a resolution passed with > 50% majority***
Borrowings (related party transaction) [1]	If the value of funds borrowed from related parties, in a Financial Year, exceeds 10% of total consolidated borrowings of the Brookfield REIT, Holding Company and/ or SPVs – ***Unitholder approval required through a resolution passed with > 50% majority***
Further Issue of Units	Any further issuance of Units requires Unitholders approval – ***Unitholder approval required through a resolution passed with > 50% majority***
Distributions	At least 90% of NDCFs of our Asset SPVs to be distributed to the Brookfield REIT and at least 90% of NDCFs of the Brookfield REIT to our Unitholders
Acquisition of Units in excess of 25% by persons other than sponsors, its related partied or its associates	Acquisition of Units by any person other than the sponsor(s), its related parties and its associates, acting either by itself or along with persons acting in concert, in excess of 25% of the value of outstanding Units - ***Unitholder approval required through a resolution passed with > 75% majority***
Strategic transactions	

Key Matters	Applicable Requirements
Acquisition (non-related party transaction)	Independent valuation required. If purchase price > 110% of independent valuation or if value equal to or greater than 25% of the Brookfield REIT's assets – ***Unitholder approval required through a resolution passed with > 50% majority***
Acquisition (related party transaction)	Two independent valuation reports comprising full valuation to be obtained. Purchase price cannot be greater than 110% of the average of the two independent valuations. If total value of all the related party transactions in a Financial Year, pertaining to acquisition of properties, whether directly or through Holding Company and/ or SPVs, exceeds 10% of the value of the Brookfield REIT – ***Unitholder approval required through a resolution passed with > 50% majority***
Divestment (non-related party transaction)	Independent valuation required. If the proposed sale price < 90% of independent valuation or if the value is > 10% of the Brookfield REIT's assets - ***Unitholder approval required through a resolution passed with > 50% majority***
Divestment (related party transaction)	Two independent valuation reports comprising full valuation. The sale price cannot be lesser than 90% of the average of the two independent valuations. If the sale value with related parties, whether directly or through Holding Company and/ or SPVs, > 10% of Brookfield REIT's assets in a Financial Year - ***Unitholder approval required through a resolution passed with > 50% majority***
Investments and distributions	
Investment strategy	Investment strategy to be detailed in the offer document. For any material change in the investment strategy - ***Unitholder approval required through a resolution passed with 60% majority***
Investment in securities	The Brookfield REIT can only invest in (a) listed or unlisted debt of companies or body corporates in the real estate sector (except in the debt of the Holding Company and/ or SPVs); (b) mortgage backed securities; (c) equity shares of companies listed on a recognized stock exchange in India and unlisted equity shares of companies which derive not less than 75% of their operating income from real estate activity (in accordance with the audited accounts of the previous Financial Year); (d) government securities; (e) unutilized FSI of a project where the Brookfield REIT has already made investment; (f) transfer development rights acquired for the purpose of utilization with respect to a project where the Brookfield REIT has already made investment; and (g) money market instruments or cash equivalents. If the value > 10% of the Brookfield REIT in a Financial Year - ***Unitholder approval required through a resolution passed with > 50% majority***
Lending	The Brookfield REIT cannot lend to any person other than Asset SPVs but can invest in listed/ unlisted debt securities of companies in the real estate sector within the prescribed investment thresholds
Investment thresholds	Not less than 80% of the value of the assets of the Brookfield REIT are required to be completed and rent and/ or income generating properties and not more than 20% of the value of its assets can be invested in certain permitted forms of investments (whether directly or through a company or LLP) which include, among other things, under construction properties, completed but not rent generating properties or other securities specified under investment in securities above. If such conditions are breached on account of market movements in prices of underlying assets or securities or change in tenants or the sale/ lease expiry, our Manager will ensure rectification within six months after intimation to the Trustee Additional six months rectification period requires our Unitholders approval - ***Unitholder approval required through a resolution passed with > 50% majority***
Other transactions	
Leasing (related party transaction) [2]	Fairness opinion from independent valuer required if the related party leases exceed (by area, value, or rentals) 20% of the total assets of the Brookfield REIT. If related party leases (by area, value, or rentals) > 20% of the total assets of the Brookfield REIT - ***Unitholder approval required through a resolution passed with > 50% majority***

1. *Aggregate consolidated borrowings not allowed to exceed 49% of the value of the Brookfield REIT's assets, subject to compliance requirements pursuant to the REIT Regulations.*
2. *Management of the Brookfield REIT to decide the lease terms up to a certain threshold in accordance with the business plan approved by our Board and compliance with the policy on related party transactions and conflicts of interest which provides for prior approval of Audit Committee in case of related party transactions.*

Committees of our Board of Directors

Our Board has constituted the committees, as mentioned below, and delegated the authority to decide on certain matters in accordance with the terms of reference of such committees:

Name of the committee	Composition	Present members	Quorum and voting	Frequency of meetings
Audit Committee	The Audit Committee shall comprise at least three members, with at least 2/3rd of the Audit Committee comprising independent directors. The chairperson of the Audit Committee shall be an independent director. The company secretary of our Manager shall act as the secretary to the Audit Committee. All members of the Audit Committee shall be financially literate and at least one member shall have accounting or related financial management expertise.	i. Shailesh Vishnubhai Haribhakti (*Chairperson*) ii. Akila Krishnakumar iii. Ankur Gupta	The quorum for a meeting of the Audit Committee shall be at least two members or 1/3rd of the members of the Audit Committee, whichever is greater, of which at least two of the members present shall be independent directors.	The Audit Committee shall meet at least four times in a year and not more than 120 days shall elapse between two meetings and further such number of times as required considering the scope and terms of reference of the Audit Committee.
Stakeholders' Relationship Committee	The Stakeholders' Relationship Committee shall comprise at least three members, with at least one independent director. The chairperson of the Stakeholders' Relationship Committee shall be a non-executive director.	i. Ankur Gupta (*Chairperson*) ii. Anuj Ranjan iii. Akila Krishnakumar	The quorum for a meeting of the Stakeholders' Relationship Committee shall be at least 50% of the number of members of the Stakeholders' Relationship Committee.	The Stakeholders' Relationship Committee shall meet at least once every year, or as frequently as determined by our Board or as directed by the Trustee.
Nomination and Remuneration Committee	The Nomination and Remuneration Committee shall comprise at least three members (all of whom being non-executive), with at least 50% of the members being independent directors. The chairperson of the Nomination and Remuneration Committee shall be an independent director.	i. Akila Krishnakumar (*Chairperson*) ii. Shailesh Vishnubhai Haribhakti iii. Ankur Gupta	The quorum for a meeting of the Nomination and Remuneration Committee shall be at least two members or 1/3rd of the members of the Nomination and Remuneration Committee, whichever is greater, of which at least one of the members present shall be an independent director.	The Nomination and Remuneration Committee shall meet at least once every year, or as frequently as determined by our Board or as directed by the Trustee.
REIT Offer Committee	The REIT Offer Committee shall comprise two members.	i. Anuj Ranjan (*Chairperson*) ii. Ankur Gupta	The quorum for a meeting of the REIT Offer Committee shall be at least 50% of the number of the members of the REIT Offer Committee.	The REIT Offer Committee shall meet as frequently as required in connection with the Issue.

The indicative terms of reference of each of the committees included in the tabular representation above are set forth.

Audit Committee

The Audit Committee was constituted pursuant to the resolution of our Board on September 26, 2020. The terms of reference of the Audit Committee include the following:

(i) provide recommendations to our Board regarding any proposed distributions;

(ii) overseeing the Brookfield REIT's financial reporting process and disclosure of its financial information to ensure that its financial statements are correct, sufficient and credible;

(iii) giving recommendations to our Board regarding appointment, re-appointment and replacement, remuneration and terms of appointment of the statutory auditor of the Brookfield REIT and the audit fee, subject to the approval of our Unitholders;

(iv) approving payments to statutory auditors of the Brookfield REIT for any other services rendered by such statutory auditors;

(v) reviewing the annual financial statements and auditor's report thereon of the Brookfield REIT, before submission to our Board for approval, with particular reference to:

- changes, if any, in accounting policies and practices and reasons for such change;
- major accounting entries involving estimates based on the exercise of judgment by management;
- significant adjustments made in the financial statements arising out of audit findings;
- compliance with listing and other legal requirements relating to financial statements;
- disclosure of any related party transactions; and
- qualifications/ modified opinions in the draft audit report.

(vi) reviewing, with the management, all periodic financial statements, including but not limited to half-yearly and annual financial statements of the Brookfield REIT before submission to our Board for approval;

(vii) reviewing, with the management, the statement of uses/ application of funds raised through an issue of units by the Brookfield REIT (public issue, rights issue, preferential issue, etc.) and the statement of funds utilised for purposes other than those stated in the offer documents/ notice, and making appropriate recommendations to our Board for follow-up action;

(viii) reviewing and monitoring the independence and performance of the statutory auditor of the Brookfield REIT, and effectiveness of audit process;

(ix) approval or any subsequent modifications of transactions of the Brookfield REIT with related parties;

(x) reviewing loans and investments of the Brookfield REIT;

(xi) reviewing valuation reports required to be prepared under applicable law, periodically, and as required, under applicable law;

(xii) evaluating internal financial controls and risk management systems of the Brookfield REIT;

(xiii) reviewing, with the management, the performance of statutory and internal auditors of the Brookfield REIT, and adequacy of the internal control systems, as necessary;

(xiv) reviewing the adequacy of internal audit function, if any, of the Brookfield REIT including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;

(xv) discussing with the internal auditors of the Brookfield REIT of any significant findings and follow up there on;

(xvi) reviewing the findings of any internal investigations with respect to the Brookfield REIT into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to our Board;

(xvii) reviewing the procedures put in place by our Manager for managing any conflict that may arise between the interests of our Unitholders, the Parties to the Brookfield REIT and the interests of our Manager, including related party transactions, the indemnification of expenses or liabilities incurred by our Manager, and the setting of fees or charges payable out of the Brookfield REIT's assets;

(xviii) discussing with statutory auditors and valuers prior to commencement of the audit or valuation, respectively, about the nature and scope, as well as post-audit/ valuation discussion to ascertain any area of concern;

(xix) reviewing and monitoring the independence and performance of the valuer of the Brookfield REIT;

(xx) monitoring the end use of Net Proceeds;

(xxi) giving recommendations to our Board regarding appointment, re-appointment and replacement, remuneration and terms of appointment of the valuer of the Brookfield REIT;

(xxii) evaluating any defaults or delay in payment of distributions to our Unitholders or dividends by our Asset SPVs to the Brookfield REIT and payments to any creditors of the Brookfield REIT or our Asset SPVs, and recommending remedial measures;

(xxiii) reviewing the management's discussion and analysis of factors affecting the financial condition and results of operations;

(xxiv) reviewing the statement of all related party transactions, submitted by the management;

(xxv) reviewing the Management letters/ letters of internal control weaknesses issued by the statutory auditors of the Brookfield REIT;

(xxvi) reviewing the functioning of the whistle blower mechanism;

(xxvii) approval of appointment of chief financial officer/ finance head after assessing the qualifications, experience and background, etc. of the candidate;

(xxviii) reviewing the utilization of loans and/ or advances from/ investment by the Brookfield REIT in our Asset SPVs exceeding 10% of the asset size of our Asset SPV, including existing loans/ advances/ investments;

(xxix) approving any management information systems or interim financial statements to be submitted by the Brookfield REIT to any Unitholder or regulatory or statutory authority;

(xxx) approving any reports required to be issued to our Unitholders under the REIT Regulations;

(xxxi) approving any transaction involving a conflict of interest;

(xxxii) monitoring the implementation of the Agreements to Purchase and ROFO Agreements, on an ongoing basis;

(xxxiii) overseeing the deployment of risk management framework and process.

(xxxiv) formulating any policy for our Manager as necessary, with respect to its functions, as specified above; and

(xxxv) performing such other activities as may be delegated by our Board and/ or are statutorily prescribed under any law to be attended to by the Audit Committee.

Stakeholders' Relationship Committee

The Stakeholders' Relationship Committee was constituted pursuant to the resolution of our Board on September 26, 2020. The terms of reference of the Stakeholders' Relationship Committee shall include the following:

(i) consider and resolve grievances of our Unitholders, including complaints related to the transfer/ transmission of units, non-receipt of annual report, non-receipt of declared distributions, issue of new/ duplicate certificates, general meetings, etc.;

(ii) review of measures taken for effective exercise of voting rights by Unitholders;

(iii) review of any litigation related to Unitholders' grievances;

(iv) update unitholders on acquisition/ sale of assets by the Brookfield REIT and any change in the capital structure of our Asset SPVs;

(v) reporting specific material litigation related to unitholders' grievances to our Board;

(vi) formulating procedure for summoning and conducting meetings of our Unitholders or for seeking the vote of our Unitholders either by calling a meeting or through postal ballot or otherwise;

(vii) consider any issue, in the ordinary course of business, which in the opinion of our Sponsor, the Trustee or our Manager, is material and requires the approval of our Unitholders under the REIT Regulations;

(viii) consider any matter on which SEBI or the designated stock exchange requires the approval of Unitholders in accordance with the REIT Regulations;

(ix) consider such other administrative, procedural or other matters relating to the administration or management of the affairs of the Brookfield REIT;

(x) approve report on investor grievances, if any, to be submitted to the Trustee by our Manager; and

(xi) performing such other activities as may be delegated by our Board and/ or are statutorily prescribed under any law to be attended to by the stakeholders' relationship committee.

Nomination and Remuneration Committee

The Nomination and Remuneration Committee was constituted pursuant to the resolution of our Board on September 26, 2020. The terms of reference of the Nomination and Remuneration Committee shall include the following:

(i) formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to our Board a policy relating to, the remuneration of the directors, key managerial personnel and other employees;

(ii) formulation of criteria for evaluation of performance of independent directors and our Board;

(iii) devising a policy on Board diversity;

(iv) identifying persons who are qualified to become directors and who may be appointed in senior management in accordance with the criteria laid down and recommend to our Board their appointment and removal and evaluation of director's performance;

(v) determining whether to extend or continue the term of appointment of the independent director, on the basis of the report of performance evaluation of independent directors;

(vi) ensuring that the level and composition of remuneration is reasonable and sufficient to attract, retain and motivate directors of the quality required to run our Manager successfully;

(vii) endeavour to appoint key employees to replace any key employee within a reasonable period of time and recommend to our Board;

(viii) the policy for nomination of directors on the board of directors of our Asset SPVs (including qualification and experience requirements, compensation model, performance parameters, process for appointment and removal);

(ix) carrying out any other function as prescribed under applicable law;

(x) recommend to our Board, all remuneration, in whatever form, payable to senior management; and

(xi) performing such other activities as may be delegated by our Board and/ or are statutorily prescribed under any law to be attended to by the Nomination and Remuneration Committee.

REIT Offer Committee

The REIT Offer Committee was constituted pursuant to the resolution of our Board on September 26, 2020. The terms of reference of the REIT Offer Committee include the following:

(i) to make applications, where necessary, to such authorities or entities as may be required and accept on behalf of our Board such conditions and modifications as may be prescribed or imposed by any of them while granting such approvals, consents, permissions and sanctions as may be required with respect to the Issue;

(ii) to authorise any director of our Board, member or members of our Manager or other officer or officers of our Manager, including by the grant of power of attorney, to do such acts, deeds and things as such authorized person in his/ her/ its absolute discretion may deem necessary or desirable in connection with the issue, offer and allotment and transfer of Units;

(iii) to give or authorise the giving by concerned persons on behalf of our Manager of such declarations, affidavits, certificates, consents and authorities as may be required from time to time;

(iv) to seek, if required, the consent of the lenders, parties with whom each of Asset SPVs have entered into various commercial and other agreements, all concerned government and regulatory authorities in India or outside India, and any other consents that may be required in connection with the Issue;

(v) to approve and file, where applicable, the Draft Offer Document, the Offer Document and the Final Offer Document, the preliminary and final international wrap (including any notices, amendments, addenda, corrigenda or supplements thereto), as finalized in consultation with the book running lead managers, including approving and signing the financial statements, projections report, valuation reports and industry reports, and other reports prepared by any agencies/ intermediaries in connection with the Issue and to take on record/ approve examination report by auditors or any intermediary in accordance with all applicable law, rules, regulations and guidelines, to be filed with SEBI and the Stock Exchanges and such other authorities, as may be applicable, and to make necessary amendments or alterations, therein with respect to the Issue;

(vi) to decide on the timing, pricing and all the terms and conditions with respect to the Issue, including the determination of the minimum subscription for the Issue, allotment, any rounding off in the event of over subscription as permitted under applicable law in consultation with the book running lead managers, etc. and to accept any amendments, modifications, variations or alterations thereto;

(vii) to appoint and enter into arrangements with the, book running lead managers, legal counsel and any other agencies or persons or intermediaries with respect to the Issue and to negotiate and finalise the terms of their appointment;

(viii) to negotiate, finalise and settle and to execute where applicable and deliver or arrange the delivery of the Draft Offer Document, Offer Document and Final Offer Document, the preliminary and final international wraps (including any notices, amendments, addenda, corrigenda or supplements thereto), the agreements and all other documents, deeds, agreements and instruments and any notices, supplements and corrigenda thereto, as may be required or desirable with respect to the Issue;

(ix) to open with the bankers to the Issue such accounts as may be required by the regulations issued by SEBI and to authorise one or more officers of our Manager to execute all documents/ deeds as may be necessary in this regard;

(x) to authorize and approve, the incurring of expenditure and payment of fees, commission, remuneration and expenses in connection with the Issue;

(xi) to issue all documents and authorise one or more officers of our Manager to sign all or any of the aforementioned documents;

(xii) to seek the listing of our Units on any Indian stock exchanges, submitting the listing application to such stock exchanges and taking all actions as may be necessary in connection with obtaining such listing and trading approval;

(xiii) to appoint the registrar and other intermediaries to the Issue, in accordance with the SEBI REIT Regulations and other statutory and/ or regulatory requirements;

(xiv) to enter into agreements with, and remunerate the book running lead managers, syndicate members, bankers to the Issue, the registrar to the Offer, underwriters, guarantors, escrow agents, accountants, auditors, legal counsel, depositories, custodians, credit rating agencies, monitoring agencies, advertising agencies, advertising agencies, and all other agencies or persons as may be involved in or concerned with the Issue, by the way of commission, brokerage, fees or the like;

(xv) to issue advertisements and/ or notices as it may deem fit and proper in accordance with applicable law;

(xvi) to authorise the maintenance of a register of unitholders;

(xvii) to accept and appropriate the proceeds of the Issue;

(xviii) to finalize the allotment of Units on the basis of the applications received including the basis of the allotment;

(xix) to enter into debt financing documentation, debenture subscription agreements, share acquisition agreements and other agreements in connection with the Issue with our Asset SPVs;

(xx) authorizing and empowering certain individuals for and on behalf of our Manager, to execute and deliver, on a several basis, any agreements and arrangements as well as amendments or supplements thereto that the authorised officer considers necessary, desirable or advisable, in connection with the Issue, including, without limitation, engagement letter(s), memoranda of understanding, the listing agreements, the registrar's agreement, the depositories agreements, the offer agreement with the book running lead managers (and other entities as appropriate), the underwriting agreement, the syndicate agreement, the escrow agreement, confirmation of allocation notes, the advertisement agency agreement, unit subscription agreement and any agreement or document in connection with the Issue, with, and to make payments to or remunerate by way of fees, commission, brokerage or the like, the book running lead managers, syndicate members, bankers to the Issue, registrar to the Offer, managers, underwriters, guarantors, escrow agents, accountants, auditors, legal counsel, depositories, trustees, custodians, credit rating agencies, monitoring agencies, advertising agencies, and all such persons or agencies as may be involved in or concerned with the Issue, if any; and any such agreements or documents so executed and delivered and acts and things done by any such authorized officer shall be conclusive evidence of the authority of the authorized officer and our Manager in so doing; and

(xxi) to do all such acts, deeds, matters and things and execute all such other document/s, application/s, agreement/s, undertaking/s, deed/s, affidavits, declarations and certificates, etc., deemed necessary or desirable for such purpose of with respect to the Issue.

Policies of our Board with respect to the Brookfield REIT

Our Manager has adopted the following policies with respect to the Brookfield REIT:

1. *Borrowing Policy*

Our Manager has adopted the borrowing policy pursuant to a resolution passed by our Board on September 26, 2020. The borrowing policy aims to outline the framework to be followed by the Brookfield REIT, our Asset SPVs, Holding Company (if any) and CIOP, in respect of their borrowing. The key terms of the borrowing policy are set forth:

(i) The Brookfield REIT/ Asset SPVs/ CIOP may raise debt and make borrowings and deferred payments from time to time, including through issuance of debt securities, availing loans from banks and financial institutions or raising debt in any other form as permissible under applicable law. However, such borrowings and deferred payments shall not include any refundable security deposits from tenants.

(ii) Our Manager shall ensure that all funds borrowed with respect to the Brookfield REIT/ Asset SPVs/ CIOP are in compliance with the REIT Regulations.

(iii) Where required, our Manager shall ensure that in case of issuance of debt securities by the Brookfield REIT/ Asset SPVs/ CIOP such debt securities as permitted under applicable laws.

(iv) Our Manager shall cause the Brookfield REIT/ Asset SPVs/ CIOP to borrow or incur financial indebtedness for the purpose of its business operations subject to requisite approval of our Board or such committee of our Board as may be constituted in this regard, board of directors or committees of the respective Asset SPVs/ CIOP (in respect of financial indebtedness of our Asset SPVs/ CIOP) and our Unitholders, where required, in accordance with the REIT Regulations.

(v) Our Manager shall ensure that in the event the value of funds borrowed from Related Parties in a Financial Year, exceeds 10% of the total consolidated borrowings of the Brookfield REIT, our Asset SPVs/ CIOP or Holding Company (if any), approval from our Unitholders shall be obtained prior to entering into any such subsequent transaction with any Related Party, in accordance with Regulation 22 of the REIT Regulations and the request for such approval shall be accompanied by a transaction document.

(vi) The Brookfield REIT (acting through its Manager) shall be permitted to borrow monies through any permitted means, by any instrument, in Indian or foreign currency, as permitted by applicable law, including as prescribed by the RBI.

(vii) The Brookfield REIT (acting through its Manager) also has the power to create, mortgage, pledge or secure any of its assets including shares/ interest in our Asset SPVs, CIOP or holding companies (if any) or, to the extent permitted under applicable laws, provide guarantees or other collateral in order to secure the borrowing of funds by the Brookfield REIT, our Asset SPVs, CIOP or Holding Companies (if any). However, our Manager shall ensure, in accordance with Regulation 20(2) of the REIT Regulations, that the aggregate consolidated borrowings and deferred payments of the Brookfield REIT, our Asset SPVs, CIOP and the Holding Companies (if any), net of cash and cash equivalents shall not exceed 49% of the value of the assets of the Brookfield REIT, or such other percentage as may be prescribed under the REIT Regulations from time to time.

(viii) In accordance with Regulation 20(3) of the REIT Regulations, in the event the aggregate consolidated borrowings and deferred payments of the Brookfield REIT (including our Asset SPVs, CIOP or Holding Companies (if any), net of cash and cash equivalents exceed 25% of the value of the assets of the Brookfield REIT or such other threshold as may be prescribed under REIT Regulations from time to time, for any further borrowing:

a. credit rating shall be obtained from a credit rating agency registered with SEBI; and

b. an approval from our Unitholders shall be obtained in the manner specified under Regulation 22 of the REIT Regulations, namely where the votes cast in favour of a resolution shall be more than the votes cast against such resolution, or such other percentage as may be prescribed under the REIT Regulations.

(ix) In the event either of the conditions (as specified above) with respect to the aggregate consolidated borrowings of the Brookfield REIT are breached on account of market movements of the price of the underlying assets or securities, our Manager shall inform the Trustee at the earliest and ensure that such condition is satisfied within six months of the breach, in accordance with the REIT Regulations.

(x) Any such obligation will not allow our Manager to make the liabilities of the Brookfield REIT or its Unitholders unlimited.

(xi) In addition to the above, any borrowing by our Asset SPVs and CIOP will be in accordance with the conditions prescribed under applicable law.

(xii) Our Manager shall disclose to the Designated Stock Exchange, in the event additional borrowing by any of the Brookfield REIT, its Holding Company (if any) or Asset SPVs/ CIOP, results in such borrowing exceeding 5% of the value of the assets of the Brookfield REIT during the year.

(xiii) Any variation to the borrowing policy shall only be with the approval of our Board, and where required under the applicable law, with the approval of Unitholders.

(xiv) Notwithstanding the above, the borrowing policy will stand amended to the extent of any change in applicable laws without any action from our Manager or approval of our Unitholders of the Brookfield REIT.

2. Policy on unpublished price sensitive information and dealing in Units by the Parties to the Brookfield REIT ("Insider Trading Policy")

Our Manager has adopted the Insider Trading Policy pursuant to a resolution passed by our Board on September 26, 2020. This Insider Trading Policy aims to outline the process and procedures for dissemination of information and disclosures in relation to the Brookfield REIT on its website, to the Stock Exchanges and to all stakeholders at large. The purpose of the Insider Trading Policy is to ensure that the Brookfield REIT complies with applicable law, including the SEBI Insider Trading Regulations, to the extent applicable, the REIT Regulations or such other laws, regulations, rules or guidelines prohibiting insider trading and governing disclosure of material, unpublished price sensitive information ("**UPSI**"). The key principles of the Insider Trading Policy are set forth:

(i) Our Board shall endeavour prompt public disclosure of UPSI that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available. Towards this objective, our Board shall make the availability of such UPSI accessible without any discrimination and disclose various corporate events, inorganic growth prospects, acquisitions and takeovers and all other material events or information upon them becoming crystalized.

(ii) Our Board shall take reasonable steps to ensure the veracity and accuracy of information before dissemination.

(iii) Our Board shall endeavour to make disclosures of UPSI, as and when made, in a universal and uniform manner through forums like widely circulated media and/ or through Stock Exchanges where the Brookfield REIT's units are listed. Our Board shall ensure against selective disclosure of UPSI.

(iv) The chief investor relations officer of our Manager shall deal with dissemination of information and disclosure of UPSI. The Compliance Officer can be contacted for any queries or clarifications as regards dissemination of UPSI.

(v) Our Board shall ensure that whenever UPSI gets disclosed selectively, inadvertently, it shall ensure prompt and proper dissemination of such information so as to make it generally available.

(vi) Our Compliance Officer in consultation with the chief executive officer or the chief financial officer shall provide appropriate and fair responses to queries on news reports and requests for verification of market rumours by regulatory authorities.

(vii) The chief investor relations officer of our Manager shall ensure that information shared with analysts and research personnel is not UPSI. While dealing with analysts or research persons or large investors like institutions, our Manager shall provide only public information. Alternatively, the information given to analysts or research persons shall simultaneously be made public at the earliest.

(viii) The chief investor relations officer of our Manager shall develop best practices to make transcripts or records of proceedings of meetings or update calls with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.

(ix) Our Compliance Officer shall ensure that systems are in place for handling of all UPSI only on a need-to-know basis.

(x) Our Manager may put in place such other procedures for inquiry in case of leak of UPSI or suspected leak of UPSI, which shall be approved by our Board and shall form part of the Insider Trading Policy. Accordingly, our Manager shall initiate appropriate inquiries on becoming aware of leak of UPSI or suspected leak of UPSI and inform our Board promptly of such leaks, inquiries and results of such inquiries.

(xi) The Designated Persons shall make disclosures to the Compliance Officer or the Stock Exchanges and the Compliance Officer shall make all disclosures required to be made to the Stock Exchanges, in accordance with applicable law.

3. Policy on Appointment and Removal of Auditor and Valuer

Our Manager has adopted the policy on appointment and removal of auditor and valuer pursuant to a resolution passed by our Board on September 26, 2020. For details of the policy on appointment and removal of auditor and valuer with respect to the Brookfield REIT, see "*The Auditor and Valuer of the Brookfield REIT*" beginning on page 338.

4. Distribution Policy

Our Manager has adopted the Distribution Policy pursuant to a resolution passed by our Board on September 26, 2020. For details of the Distribution Policy with respect to the Brookfield REIT, see "*Distribution*" beginning on page 284.

5. Policy on Related Party Transactions and Conflicts of Interest

Our Manager has adopted the policy on related party transactions and conflicts of interest pursuant to a resolution passed by our Board on September 26, 2020. For details of the policy, see "*Related Party Transactions*" beginning on page 204.

6. Policy for Determining Materiality of Information for Periodic Disclosures ("Materiality of Information Policy")

Our Manager has adopted the Materiality of Information Policy pursuant to a resolution of our Board on September 26, 2020. The Materiality of Information Policy aims to outline the process and procedures for determining materiality of information with respect to periodic disclosures on the website of the Brookfield REIT, to the Stock Exchanges and to the investor community and all stakeholders at large, with respect to the Brookfield REIT. The key principles of the Materiality of Information Policy are set forth:

(i) any information which has the potential to affect the trading price of our Units shall be considered as material and based on the materiality laid out under the Materiality of Information Policy or as may be determined by the persons authorised by our Board, as the case may be, shall be disclosed to the Stock Exchanges and our Unitholders;

(ii) events/ information, as specified in Section "V" of the Materiality of Information Policy, shall be deemed to be material information and against which the Brookfield REIT shall not be required to apply the criteria for determining materiality of information and shall promptly make the relevant disclosures to the Stock Exchanges;

(iii) other than for the deemed material information, the Brookfield REIT shall use defined criteria for determination of materiality of events/ information including those set forth in the Materiality of Information Policy;

(iv) our Manager shall provide specific and adequate reply, as soon as reasonably practicable, to all queries raised by the Stock Exchanges with respect to any events or information;

(v) the Brookfield REIT shall also submit such information to the Designated Stock Exchange and Unitholders on a periodical basis as may be required pursuant to the Listing Agreement;

(vi) our Manager shall make disclosures of event/ information as specified by our Board or any committee thereof, in relation to the Brookfield REIT, from time to time;

(vii) our Manager shall follow uniform and universal dissemination of information to avoid selective disclosure;

(viii) while dealing with analysts or research persons or investors, our Manager shall provide only information that is publicly available. Alternatively, the information given to analysts or research persons shall be made public at the earliest; and

(ix) our Manager's employees shall handle all unpublished price sensitive information on a need to know basis.

7. Document Archival Policy

Our Manager has adopted the document archival policy pursuant to a resolution passed by our Board on September 26, 2020. The policy aims to set out a comprehensive framework for preservation of documents for a specified period of time by the Brookfield REIT and our Portfolio Companies. The key terms of the policy are set forth:

(i) Our Manager shall be responsible for the safe keeping of all documents with respect to the functioning of the Brookfield REIT and our Portfolio Companies;

(ii) All records and documents, along with all the supportive documents, including minutes of meetings of our Board and committees, press releases and public filings, employment records, etc. which are physically available shall be maintained at the principal place of business of the Brookfield REIT or such other secured place as may be decided by our Board or any person authorised by our Board;

(iii) All the documents required to be maintained in terms of the REIT Regulations, secretarial standards, Listing Agreement, and any applicable law, shall be preserved within the safe custody of Compliance Officer of our Manager in adequate safety as may be required for the protection of the documents;

(iv) All financials records required to be maintained in terms of the REIT Regulations, prescribed accounting standards, Income Tax Act, 1961 and other applicable law, shall be maintained within the safe custody of the accounts head of our Manager;

(v) All the statutory documents, including the proper books of account, records and documents, etc., shall be preserved for a minimum period of eight Financial Years since creation of the Brookfield REIT or such longer duration if prescribed under applicable law. For instance, statutory documents such as minutes of meetings of the board of directors, shareholders and committees and register of members shall be preserved permanently in accordance with applicable law. All documents shall be preserved in a chronological order for each Financial Year;

(vi) Documents which are confidential in nature shall, wherever possible, be kept under lock and key and shall be shared on a need to know basis only with persons directly involved in the transaction involving such documents and records;

(vii) If required under applicable law, some of the registers and records may be required to be kept open by the Brookfield REIT for inspection by Unitholders and by other persons, including creditors of the Brookfield REIT. Upon receipt of advance notice from a Unitholder or from any other specified person, the Brookfield REIT shall facilitate inspection of such documents by such persons and allow extracts to be taken from certain documents, registers and records and to furnish copies of certain documents, registers and records. Such documents and records shall be kept open for inspection during the business hours of the Brookfield REIT without payment of any fee;

(viii) Documents which are statutorily/ legally/ contractually required to be kept or provided to any person or parties including the Trustee, banks, financial institutions or any government agencies shall be provided to such persons or agencies;

(ix) Documents which are statutorily/ legally required to be hosted on the Brookfield REIT's website shall be hosted within the prescribed timeline from the occurrence of the event. Such data shall be hosted on the Brookfield REIT website for a minimum period of five years or for such minimum period as prescribed under applicable law or as decided by our Board from time to time. After which it shall be preserved in the archival folder of the Brookfield REIT maintained offline, until it is destroyed upon the expiry of the statutory period for the preservation of such documents;

(x) Our Manager shall ensure that in the event of a major incident, the first priority is the safety of the people, followed by immediate action to rescue or prevent further damage to the records. Depending on the immediate threat, emergency response and recovery actions will take precedence over all other activities of the Brookfield REIT; and

(xi) Our Manager shall ensure appropriate provision for the backup of the digital collections of the Brookfield REIT has been made, including the provision of offsite security copies and that the backup copies are actively maintained to ensure their continued viability.

8. Nomination and Remuneration Policy

Our Manager has adopted the nomination and remuneration policy pursuant to a resolution passed by our Board on September 26, 2020. The policy aims at providing the guidance for the selection, appointment and removal of directors on our Board and KMPs (as defined in the policy), evaluation of our Board and KMPs as well as the remuneration payable. The underlying principles and guidelines governing the activities of the Nomination and Remuneration Committee, which are set out below:

(i) formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to our Board the remuneration of the directors on our Board and KMPs;

(ii) formulation of criteria for evaluation of performance of independent directors and our Board;

(iii) identifying persons who are qualified to become directors in accordance with the criteria laid down, and recommend to our Board their appointment, term and removal and shall carry out evaluation of every director's performance (including independent directors);

(iv) recommend to our Board, all remuneration, in whatever form, payable to the directors and KMPs;

(v) whether to extend or continue the term of appointment of the independent director, on the basis of the report of performance evaluation of directors;

(vi) frame suitable policies/ procedures and systems to ensure that there is no violation of securities laws, as amended from time to time, including the REIT Regulations and the SEBI Insider Trading Regulations;

(vii) perform such other activities as may be delegated by our Board or specified under the Companies Act or the SEBI Listing Regulations, as may be applicable, or by any other applicable law or regulatory authority;

(viii) The Nomination and Remuneration Committee shall consider the selection and appointment of the directors and make a recommendation to our Board, where necessary. The Nomination and

Remuneration Committee may engage in informal discussions with the directors on our Board for this purpose. Alternatively, a director of our Board may recommend to the Nomination and Remuneration Committee a candidate for a position on our Board; and

(ix) The Nomination and Remuneration Committee shall be required to assess whether there is a suitable position for the candidate nominated and shall also evaluate whether the nominated candidate meets the criteria and is suitable for the position.

Brief profiles of the key personnel of our Manager

In accordance with the REIT Regulations, the two key personnel of our Manager, being Alok Aggarwal and Sanjeev Kumar Sharma, each have more than five years' experience in property management in the real estate industry/ in development of real estate. Their brief profiles are set out below:

Alok Aggarwal

Alok Aggarwal is the managing director and chief executive officer – India office business of our Manager. He holds a bachelors' degree in technology in civil engineering from the Indian Institute of Technology, Delhi and has obtained a post graduate degree in management from the Indian School of Business, Hyderabad. He heads all aspects of the business of our Manager including design, development, strategic initiatives, finance, corporate strategy, leasing and tenant relationships. He has over 29 years of experience in managing projects, business development and overseeing operations and investments of entities in the real estate sector. Prior to joining the Brookfield Group, he has worked at Milestone Capital Advisors Limited, Sun-Ares India Real Estate Advisors Private Limited, Hindustan Prefab Limited, DLF Universal Limited, Delta Mechcons (India) Limited, TCG Urban Infrastructure Holdings Limited and Mahindra Gesco Developers Limited.

Sanjeev Kumar Sharma

Sanjeev Kumar Sharma is the executive vice president and chief financial officer – India office business of our Manager. He holds a bachelors' degree in commerce from the University of Delhi and is a chartered accountant with the Institute of Chartered Accountants. He has previously worked at Apollo Tyres Limited, Galaxy Mercantile Private Limited (currently owned by Embassy Office Parks REIT), JK Paper Limited, ICICI Bank Limited, Quippo Construction Equipment Limited and BPTP Limited. He has over 26 years of experience in finance, accounts and taxation. At our Manager, he heads various aspects of finance including fund raising, mergers and acquisitions, business strategy, investor relations, reporting under accounting standards, controllership, budgeting and taxation.

Brief profiles of other members of the core team of our Manager

Shantanu Chakraborty

Shantanu Chakraborty is the senior vice president and regional head – north (Gurugram and Noida) at our Manager. He holds a bachelors' degree in architecture from the School of Planning and Architecture, New Delhi and a master's degree in business administration from the Narsee Monjee Institute of Management Studies, Mumbai. Prior to joining our Manager, he has worked at AIG Global Real Estate India Advisors Private Limited, Jones Lang LaSalle Property Consultants (India) Private Limited and Mathur & Kapre Associates Private Limited (an architectural firm). He has over 15 years of experience in real estate investing, architecture and real estate consulting.

Vithal Kernath Suryavanshi

Vithal Kernath Suryavanshi is the senior vice president and regional head – west (Mumbai and Pune) at our Manager. He holds a bachelors' degree in commerce from the Commercial University Limited, Delhi and has a master's degree in business administration from the Narsee Monjee Institute of Management Studies, Mumbai. Prior to joining our Manager, he has previously worked at K. Raheja Corp Private Limited. He has over 28 years of experience in the commercial sales and leasing in the real estate sector.

Subrata Ghosh

Subrata Ghosh is the senior vice president and regional head – east (Kolkata) at our Manager. He holds a degree in civil engineering from the Institution of Engineers. He has previously worked at Reliance Engineering

Associates (P) Limited, Shapoorji Pallonji & Company Limited and Shrishti Hotels Private Limited. He has over 23 years of experience in project management.

Sanjay Yadav

Sanjay Yadav is the senior vice president – legal at our Manager. He holds a bachelors' degree in arts and a bachelors' degree in law from the University of Delhi. Prior to joining our Manager, he has previously worked at SNC-Lavalin Infrastructure Private Limited, A2Z Online Services Private Limited and TCG Urban Infrastructure Holdings Limited (a Chatterjee group company). He has over 23 years of experience in the fields of law, corporate affairs and administration.

Baljit Singh

Baljit Singh is the vice president - operations at our Manager. He holds a master's degree in business administration from the Janardan Rai Nagar Rajasthan Vidyapeeth University. Further, he is a certified Marine Engineer Officer Class II (Motor), a licensed Merchant Marine Officer with the Republic of Liberia, a licensed Marchant Marine Officer with the Republic of Panama, a member of the Indian Institution of Plant Engineers and a member of National Safety Council and a professional member of the Royal Institute of Chartered Surveyors. He also has a certificate in security management and business intelligence from the Orion School of Security & Intelligence Management. He has previously worked at DLF Estate Developers Limited and the Pathways World School. He has over 32 years of experience in real estate.

Ruhi Goswami

Ruhi Goswami is the vice president and general counsel at our Manager and is also the Compliance Officer. She holds a bachelor's degree in commerce (hons.) from the Shri Ram College of Commerce, University of Delhi, a bachelor's degree in law from the Campus Law Centre, Faculty of Law, University of Delhi and a bachelor's in civil law from the St. Catherine's College, University of Oxford. Prior to joining our Manager, she has previously worked at Shardul Amarchand Mangaldas & Co and Brookfield Advisors India Private Limited. She has over eight years of experience in the field of law.

RELATED PARTY TRANSACTIONS

In terms of Regulation 2(1)(zo) of the REIT Regulations, a 'related party' shall be as defined under the Companies Act or under the applicable accounting standards, as amended from time to time (i.e., Ind AS 24 on "Related Party Disclosures") and shall also include (i) Parties to the Brookfield REIT, and (ii) promoters, directors and partners of the Parties to the Brookfield REIT (collectively, the "**Related Parties**"). However, please note that the Related Parties to the Brookfield REIT will be determined on the basis of applicable law from time to time, post-listing.

The list of related parties included in "*Financial Information of the Brookfield REIT*" beginning on page 374 include the related parties as a result of the combination of the financials of our Portfolio Companies and is subject to elimination of transactions and balances between our Portfolio Companies.

Further, any transactions between two or more REITs with a common manager or sponsor shall be deemed to be a related party transaction for each of the REITs including any transaction where the manager or the sponsor(s) of the REITs are different entities but are associates.

Procedure for dealing with Related Party transactions

Our Board, in its meeting on September 26, 2020 has approved the policy on related party transactions and conflicts of interest. The policy is adopted to regulate the transactions of the Brookfield REIT and/ or our Portfolio Companies with its Related Parties, based on the laws and regulations applicable to a REIT and best practices. The objective of the policy is to ensure proper approval, supervision and reporting of the transactions of the Brookfield REIT and/ or our Portfolio Companies with the Related Parties. All related party transactions of the Brookfield REIT and/ or our Portfolio Companies with the Related Parties shall be dealt with in the manner provided in the corporate governance framework, to the extent applicable, and in accordance with the policy with respect to related party transactions and conflicts of interest framed by our Manager.

General Requirements

i. In terms of the REIT Regulations, our Manager shall ensure that all future related party transactions entered into by the Brookfield REIT (on a consolidated basis, which for the avoidance of doubt, includes the activities of our Portfolio Companies) shall be: (a) on an arm's length basis; (b) in the best interest of our Unitholders; (c) consistent with the strategy and investment objectives of the Brookfield REIT; (d) compliant with applicable law; and (e) disclosed to the Stock Exchanges and Unitholders periodically in accordance with the Listing Agreement and the REIT Regulations. To give effect to this, our Manager shall take all the necessary steps to ensure that each of our Portfolio Companies take cognizance of the policy, and adhere to the provisions set out in the policy at the time of entering into any related party transaction.

ii. The Brookfield REIT (or our Portfolio Companies) may, subject to the conditions specified under the policy and the REIT Regulations: (a) acquire assets from Related Parties; (b) sell assets or securities to Related Parties; (c) lease assets to Related Parties; (d) lease assets from Related Parties; (e) invest in securities issued by Related Parties; (f) borrow/ lend from/ to Related Parties; or (g) carry out such transactions with Related Parties as may be permitted under applicable law.

iii. Following conditions shall be followed in relation to the purchase or sale of assets after the completion of the Issue, in accordance with the REIT Regulations:

    a. two valuation reports from two different valuers, independent of each other, shall be obtained;

    b. such valuers shall undertake a full valuation of the assets proposed to be purchased or sold as specified under Regulation 21 of the REIT Regulations; and

    c. transactions for purchase of such assets shall be at a price not greater than, and transactions for sale of such assets shall be at a price not lesser than, 110% and 90% of the average of the two independent valuations, respectively.

Approval of our Unitholders

i. In the event related party transactions are proposed to be entered into after the Issue, transactions with respect to sale or purchase of properties shall be undertaken in compliance with Regulation 19(3) of the REIT Regulations.

ii. Unitholders' approval shall be obtained in accordance with Regulation 22 of the REIT Regulations (where the votes cast in favour of a resolution shall be more than the votes cast against the resolution) and the request for such approval shall be accompanied by a transaction document as specified under Regulation 19(5)(c) of the REIT Regulations (which shall include the disclosures specified under Regulation 19(6) of the REIT Regulations), prior to entering into any related party transactions after the Issue if:

(a) the total value of all the related party transactions, in a Financial Year, pertaining to acquisition or sale of assets/ properties, whether directly or through the Holding Company (if any) and/ or our Asset SPVs, or investments into securities exceeds 10% of the value of the Brookfield REIT; or

(b) the value of net funds borrowed from the Related Parties, in a Financial Year, exceeds 10% of the total consolidated borrowings of the Brookfield REIT, Holding Company (if any) and/ or our Asset SPVs.

It is hereby clarified that voting by any person who is a related party with respect to a Related Party transaction, as well as the voting by the associates (as defined under Regulation 2(1)(b) of the REIT Regulations) of such person, shall not be considered on such related party transaction.

iii. In the event of any properties being leased to Related Parties after the Issue, if:

(a) such lease area exceeds 20% of the total area of the underlying assets;

(b) value of assets under such lease exceeds 20% of the value of the total underlying assets; or

(c) rental income obtained from such leased assets exceeds 20% of the value of the rental income of all underlying assets,

a fairness opinion from an independent valuer shall be obtained by our Manager and submitted to the Trustee and approval of Unitholders in accordance with Regulation 22 of the REIT Regulations shall be obtained.

Additionally, our Manager shall ensure that all leasing to Related Parties shall be undertaken at independently verifiable market rates and any leasing to a Related Party over 10,000 sq.ft. (together with existing leases), during a particular Financial Year, shall be reported to our Board.

iv. For any related party transaction requiring the approval of our Unitholders, the agreement shall be entered into within six months from the date of approval of our Unitholders. However, in case the agreement is not entered into within such period, approval from our Unitholders may be sought for extension of another six months in accordance with Regulation 22 of the REIT Regulations with the updated valuation report.

Disclosure and Reporting

i. Our Manager shall submit to the Trustee, quarterly reports on the activities of the Brookfield REIT, including the status of compliance with the requirements specified under the REIT Regulations with respect to related party transactions, within 30 days of the end of each quarter.

ii. Related party transactions shall be disclosed to the Stock Exchanges and our Unitholders periodically, in accordance with the REIT Regulations and the Listing Agreement. With respect to any related party transaction, our Manager shall adequately disclose the details of any fees or commissions received or to be received by such Related Party to the Stock Exchanges and Unitholders.

iii. In terms of the REIT Regulations, the annual report and half yearly report to be submitted by our Manager to all Unitholders, electronically or by physical copies, and to the Stock Exchanges within three months from the end of the Financial Year and within 45 days from the end of the half year ending on September 30, shall contain, *inter alia*, details of all related party transactions, including acquisitions or disposal of any assets, directly or through our Asset SPVs during the year, the value of which exceeds 5% of the value of the assets of the Brookfield REIT.

iv. Any arrangement or transaction or contract with any Related Party other than as included in the REIT Regulations shall be disclosed to our Unitholders and to the Designated Stock Exchange.

Other conditions

i. In addition to any other requirement that may be prescribed in terms of the REIT Regulations or other applicable laws, all related party transactions to be entered into by the Brookfield REIT and/ or our Portfolio Companies in the future will be reviewed and approved by the Audit Committee (subject to point (viii) mentioned below).

ii. As a general rule, our Manager must demonstrate to the Audit Committee that related party transactions satisfy the criteria set out in the policy at the time of recommending the same for the approval of the Audit Committee.

iii. Our Manager will maintain a register to record all related party transactions entered into by the Brookfield REIT and our Portfolio Companies and the basis on which they are entered into. This record shall be maintained by our Manager for a minimum period of eight Financial Years.

iv. No Related Party shall retain cash or other rebates from any property agent in consideration for referring transactions in assets of the Brookfield REIT to the property agent.

v. The Audit Committee shall review at least quarterly in each Financial Year, the related party transactions entered into during such quarter to ascertain that the guidelines and procedures established to monitor the related party transactions have been complied with.

vi. The review by the Audit Committee will include the examination of the nature of (if required) and parties to the transaction and its supporting documents or such other data as may be deemed necessary by the Audit Committee.

vii. While considering a related party transaction, any member of the Audit Committee or our Board who has a potential interest in any related party transaction will recuse himself or herself and abstain from discussion and voting on the matter.

viii. Subject to the REIT Regulations, the Audit Committee may also, for ease of conducting affairs of the Brookfield REIT, grant omnibus approval for related party transactions to be entered into by the Brookfield REIT and/ or our Portfolio Companies (subject to individual limit per transaction and aggregate limit for all such transactions) that cannot be foreseen and for which the aforesaid details are not available. While assessing a proposal for approval under the omnibus route, the Audit Committee has to satisfy itself on the need for such approval and if the same is in the interest of the Brookfield REIT.

ix. Transactions of the following nature shall not be undertaken on the basis of the omnibus approval mechanism: (a) the transactions which are not in the ordinary course of business or not at arm's length; (ii) transactions which are not repetitive or unforeseen in nature; (iii) transactions exceeding the threshold limits specified for omnibus approval (the Audit Committee shall, after obtaining approval of our Board, specify the criteria for granting the omnibus approval); (iv) inter-corporate loans given/ taken by the Brookfield REIT to/ from Related Parties and purchase/ sale of investments from/ to Related Parties; and (v) any other transaction as may be specified by the Audit Committee.

Potential Conflicts of Interest

i. In addition to point (i) under '*Other conditions*' above, all resolutions in writing concerning investments with respect to matters concerning related party transactions of the Brookfield REIT or our Portfolio Companies must be approved by majority of all non-interested directors of our Board.

ii. Where matters concerning the Brookfield REIT or our Portfolio Companies relate to transactions entered into or to be entered into by our Manager for and on behalf of the Brookfield REIT with a Related Party, our Board is required to consider the terms of the transactions to satisfy itself that the transactions are conducted in accordance with the parameters set forth in the policy and under applicable law.

iii. To ensure compliance with the ROFO Agreements and the Agreements to Purchase, our Manager will maintain a register of all opportunities/ transactions arising from the implementation of such agreements. The Audit Committee shall, at such intervals as it may deem fit, review the implementation of such agreements to ensure compliance. The review will include an examination of supporting documents and such other data deemed necessary by the Audit Committee. If a member of the Audit Committee has an interest in a transaction arising from the implementation of the ROFO Agreements or the Agreements to Purchase, he or she shall abstain from participating in the review and approval process in relation to that transaction.

iv. The employees of our Sponsor/ Sponsor Group, on our Board, if any, shall recuse themselves from discussing and voting on any transactions with Related Parties in which they could hold a potential interest, whether directly or indirectly.

Segregation of Activities

In addition to acting as an investment manager to the Brookfield REIT, our Manager shall also act as the property manager to other entities forming part of Brookfield which may own and operate commercial real estate from time to time. Our Manager shall comply with the following in this regard:

i. Our Manager shall perform its duties with respect to the Brookfield REIT or under any other arrangement with the Brookfield REIT and/ or our Portfolio Companies independent of its other business, and has and shall ensure that it continues to have adequate systems, controls and procedures in place to ensure the same (including those set out herein).

ii. In the event of any transactions resulting in an actual or potential conflicts of interest situation wherein our Manager (or its affiliates) is likely to, including but not limited to, (a) make a financial gain, or avoid a financial loss from a transaction, which is not aligned with the interest of the Brookfield REIT (including but not limited to entering into a material leasing transaction with respect to premises situated in the same location as the Brookfield REIT's assets); (b) has an interest in the outcome of a transaction carried out on behalf of the Brookfield REIT, which is distinct from the Brookfield REIT's interest in that outcome; (c) receives (or will receive) from any other person/ entity, an inducement in relation to a transaction entered into or to be entered into by the Brookfield REIT, in the form of monies, goods or services, etc.; and (d) have any pecuniary or non-pecuniary interest which are not aligned with the interests of the Brookfield REIT:

   (a) the full details of such transactions shall be reported promptly to the Audit Committee;

   (b) all such transactions shall be reported to our Board, on a quarterly basis, by the Audit Committee; and

   (c) to the extent feasible, all arrangements entered into must be at independently verifiable market terms/ rates and supported by an independent professional advice of a third party such as an independent chartered accountant, independent qualified consultant, independent valuer, etc.

iii. Our Board shall:

   (a) actively seek to identify, mitigate and, to the extent required, document any conflicts of interest in the areas of operation, including in connection with any existing or planned activities.

   (b) review on a quarterly basis or more regularly, if required, (i) the activities of our Manager as an investment manager to the Brookfield REIT and as the property manager to other entities forming part of Brookfield; and (ii) any reported conflicts of interest between thereon and prescribe allocation of responsibilities or such other steps to avoid or deal with such conflicts.

   (c) authorize the Audit Committee to ensure that (i) our Manager acts in accordance with the policy, the Investment Management Agreement and the REIT Regulations; and (ii) adequate, accurate and explicit disclosures are made to our Board and our Unitholders, if required.

Further, the Brookfield REIT may be subject to potential conflicts of interest arising out of its relationship with Brookfield Group including with our Sponsor, members of our Sponsor Group and our Manager. The Brookfield REIT may enter into transactions with Related Parties in the future. Details in relation to the policies for dealing with Related Party transactions are provided herein above. Our Manager cannot assure you that the policies will succeed in eliminating the influence of any potential conflicts of interest. If they are not successful, decisions could be made that might fail to reflect fully the interests of all Unitholders. Conflicts of interest between the

Brookfield REIT, our Sponsor, members of our Sponsor Group and our Manager may arise on account of, including but not limited to, the following:

(i) fees and expenses payable to our Manager by the Brookfield REIT or our Asset SPVs or our Operational Services Provider;

(ii) directors/ other personnel of our Manager also holding management roles in the Brookfield Group and/ or receiving any benefits thereof;

(iii) competition for certain investment opportunities;

(iv) investments in which the Brookfield Group and investment vehicles have differing or competing interests to that of the Brookfield REIT, our Asset SPVs or our Unitholders (e.g., a debt interest in an investment in which the Brookfield REIT may have an equity interest);

(v) assignments and sharing or limitation of rights in circumstances in which the Brookfield REIT may invest alongside the Brookfield Group;

(vi) purchase or sale of assets from or to the Brookfield Group;

(vii) properties owned by us may be leased out to tenants that are members of the Brookfield Group;

(viii) allocation of resources by our Sponsor or Manager to transactions with the Brookfield Group and information sharing between such entities;

(ix) deployment of personnel from the Brookfield Group to our Manager; and

(x) transactions between our Manager and the Brookfield Group affiliated service providers.

For details of potential conflicts of interest situations see "*Risk Factors – There may be conflict of interest between the Lead Managers, their respective associates or affiliates and our Asset SPVs, our Manager, the Trustee, Sponsor, Sponsor Group, or their respective associates or affiliates*" beginning on page 57.

Present and ongoing Related Party transactions

(i) ***Related Party transactions with respect to the setting up of the Brookfield REIT and this Issue***

A number of present and ongoing transactions with certain Related Parties have been, or will be, entered into with respect to the setting up of the Brookfield REIT including the Trust Deed and the Investment Management Agreement. The Trustee and our Manager confirm that the agreements and the transactions contemplated thereunder have been or shall be entered into, on an arm's length basis, in the best interest of our Unitholders, consistent with the strategy and investment objectives of the Brookfield REIT. The Trustee and our Manager shall perform their duties with respect to the Brookfield REIT independent of the agreements and the transactions contemplated thereunder. For details, see "*Management Framework*" and "*Use of Issue Proceeds*" beginning on pages 180 and 219, respectively.

(ii) ***Acquisition of the Portfolio by the Brookfield REIT***

In connection with the Issue and prior to Allotment of our Units, the Trustee will, on behalf of the Brookfield REIT, acquire the Portfolio by acquiring all the equity interest held by our Sponsor and certain members of our Sponsor Group in our Portfolio Companies in exchange for Units in the Brookfield REIT. For details see, "*Our Portfolio Companies*" beginning on page 177.

(iii) ***Agreements to Purchase***

Each of the Identified SPVs and their respective shareholders have entered into an agreement with our Manager and the Brookfield REIT (acting through the Trustee) pursuant to which the shareholders of the Identified SPVs have granted a right to the Brookfield REIT to buy the entire shareholding on a fully diluted basis of each of the Identified SPVs. For details in relation to the Agreements to Purchase, see "*Key Terms of the Formation Transactions*" beginning on page 158.

(iv) ***ROFO Agreements***

Our Manager and the Brookfield REIT (acting through the Trustee) have entered into the right of first offer agreements with each of the ROFO Companies and their respective shareholders and debenture holders pursuant to which each of the ROFO Companies have agreed to grant a right of first offer to the Brookfield REIT (acting through the Trustee) in the event of sale of their shareholding in the respective companies and Vrihis, a ROFO Company, has additionally granted a ROFO over the identified asset *i.e.* the units held by it in 'Jet Airways Godrej BKC' in the event it proposes to sell all or any part of the units. For details in relation to the ROFO Agreements, see "*Key Terms of the Formation Transactions"* beginning on page 158.

(v) ***Management framework agreements***

For the purpose of managing our Initial Portfolio, certain agreements for property management and other operational services have been executed (including by way of amendment to certain existing arrangements) by our Portfolio Companies, our Manager and Brookfield REIT, respectively. Additionally, certain other agreements such as the Trade-mark Sublicense Agreement and Candor Trademark Agreement have also been entered into by the Brookfield REIT. For details, see "*Management Framework*" beginning on page 180.

(vi) ***Other Related Party transactions***

For details of other Related Party transactions entered into among the Related Parties *inter-se* in the last three years, see "*Financial Information of the Brookfield REIT – Note 46*" beginning on page 432. The Brookfield REIT and the Related Parties may also enter into Related Party transactions post listing of the Brookfield REIT. See "*Key Terms of the Formation Transactions"*, "*Management Framework*" and "*Risk Factors – The Brookfield REIT, our Asset SPVs, CIOP, our Manager and our Sponsor have entered into several related party transactions, which could potentially pose a conflict of interest*" beginning on pages 158, 180 and 42, respectively.

SECTION – VII: FINANCIAL INFORMATION

SUMMARY FINANCIALS

The following tables set out the summary financial information derived from the Condensed Combined Financial Statements.

The Condensed Combined Financial Statements referred to above are presented under "Financial Information of the Brookfield REIT" beginning on page 374. The summary financial information set forth should be read in conjunction with these financial statements, the notes thereto and "Financial Information of the Brookfield REIT" and "Management's Discussion and Analysis of Factors Affecting the Financial Condition and Results of Operations" beginning on pages 374 and 225, respectively.

Summary Information - Condensed Combined Balance Sheets data

(₹ in million)

Particulars	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
ASSETS				
Non-Current assets				
Property, plant and equipment	116.86	105.10	92.46	89.01
Investment property	44,327.53	44,544.70	42,029.68	36,824.91
Investment property under development	602.87	519.79	1,938.74	4,358.37
Intangible assets	0.57	0.84	1.38	2.06
Financial assets				
-Loans	486.97	486.53	420.04	165.62
-Other financial assets	1,735.72	2,050.41	2,093.90	810.30
Deferred tax assets (net)	28.05	25.33	21.82	24.66
Non-current tax assets (net)	1,863.60	1,711.88	1,353.57	1,053.74
Other non-current assets	52.48	62.50	148.42	223.26
Total non-current assets	**49,214.65**	**49,507.08**	**48,100.01**	**43,551.93**
Current assets				
Financial assets				
-Trade receivables	285.43	449.02	564.92	318.40
-Cash and cash equivalents	1,011.28	3,265.42	1,325.51	1,090.31
-Other bank balances	32.67	0.52	32.00	158.67
-Loans	0.02	0.02	0.02	3,054.62
-Other financial assets	454.39	365.93	320.02	571.12
Other current assets	368.71	192.51	94.49	187.92
Total current assets	**2,152.50**	**4,273.42**	**2,336.96**	**5,381.04**
TOTAL ASSETS	**51,367.15**	**53,780.50**	**50,436.97**	**48,932.97**
EQUITY AND LIABILITIES				
Equity				
Capital	652.04	652.04	552.04	152.04
Other equity	(25,439.82)	(22,849.17)	(25,517.78)	(26,341.07)
Total equity	**(24,787.78)**	**(22,197.13)**	**(24,965.74)**	**(26,189.03)**
LIABILITIES				
Non current liabilities				
Financial liabilities				
-Borrowings	68,455.45	66,688.48	61,971.52	33,458.03
-Other financial liabilities (including lease liabilities)	1,547.48	1,413.12	1,090.15	929.75
Long term provisions	10.34	13.21	6.73	9.90
Deferred tax liabilities (net)	629.58	638.70	770.34	294.92
Other non-current liabilities	269.71	211.67	249.12	277.37
Total non-current liabilities	**70,912.56**	**68,965.18**	**64,087.86**	**34,969.97**
Current liabilities				
Financial liabilities				
-Borrowings	-	1,741.42	2,621.68	-
-Trade payables	-			
Total outstanding dues to micro enterprises and small enterprises	3.10	5.42	5.89	-

Particulars	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Total outstanding dues to creditors other than micro enterprises and small enterprises	591.78	618.41	554.95	698.09
-Contractual liability	-	-	-	30,500.00
-Other financial liabilities (including lease liabilities)	4,108.88	4,091.42	7,794.24	8,622.29
Short term provisions	4.26	4.63	2.20	1.98
Other current liabilities	534.35	548.22	327.86	325.48
Current tax liabilities (net)	-	2.93	8.03	4.19
Total current liabilities	**5,242.37**	**7,012.45**	**11,314.85**	**40,152.03**
Total liabilities	**76,154.93**	**75,977.63**	**75,402.71**	**75,122.00**
TOTAL EQUITY AND LIABILITIES	**51,367.15**	**53,780.50**	**50,436.97**	**48,932.97**

Summary Information - Condensed Combined Statement of Profit & Loss data

(₹ in million)

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Income				
Revenue from operations	4,551.43	9,567.06	8,959.16	8,218.46
Other income	123.23	246.89	339.14	444.05
Total income	**4,674.66**	**9,813.95**	**9,298.30**	**8,662.51**
Expenses				
Cost of material consumed	5.31	52.22	49.48	52.27
Employee benefits expenses	152.50	250.98	141.12	275.87
Finance costs	3,484.60	7,141.32	4,403.59	3,287.17
Depreciation and amortization expenses	606.29	1,122.61	957.11	903.01
Other expenses	1,164.01	3,327.52	3,205.95	2,452.46
Total expenses	**5,412.71**	**11,894.65**	**8,757.25**	**6,970.78**
Profit/(Loss) before exceptional items and tax	**(738.05)**	**(2,080.70)**	**541.05**	**1,691.73**
Exceptional items	-	2,495.01	-	43.40
Profit/(Loss) before tax	**(738.05)**	**414.31**	**541.05**	**1,735.13**
Tax expense:				
Current tax				
-for current six months/years	13.13	80.11	479.26	508.03
-for earlier years	-	239.17	(21.14)	36.20
Deferred tax charge/ (credit)	(11.96)	(56.19)	240.38	(419.94)
Tax expense for the six months/year	**1.17**	**263.09**	**698.50**	**124.29**
Profit/(Loss) for the six months/year	**(739.22)**	**151.22**	**(157.45)**	**1,610.84**
Other comprehensive income				
Items that will not be reclassified to profit or loss				
- Remeasurement of defined benefit obligations	0.58	0.38	1.25	0.81
- Income tax related to items that will not be reclassified to profit or loss	(0.09)	(0.11)	(0.36)	(0.24)
Other comprehensive income for the six months/year, net of tax	**0.49**	**0.27**	**0.89**	**0.57**
Total comprehensive income/(loss) for the six months/year	**(738.73)**	**151.49**	**(156.56)**	**1,611.41**

Summary Information - Condensed Combined Statement of Cash Flow data

(₹ in million)

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Cash flows from operating activities :				
Profit/(Loss) before tax	(738.05)	414.31	541.05	1,735.13
Adjustments for :				
Depreciation and amortization expense	606.29	1,122.61	957.11	903.01
Provision for gratuity	2.85	6.99	4.00	5.23
Provision for leave encashment	1.44	2.31	0.31	1.13
Allowance for credit loss	-	42.19	18.35	-
(Gain) / Loss on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss	(43.20)	(99.40)	47.00	-
Interest income on fixed deposit	(48.99)	(106.52)	(28.03)	(42.75)
Interest on income tax refund	(9.30)	(4.32)	(27.08)	(26.13)
Deferred Income amortization	(98.55)	(139.92)	(143.22)	(120.05)
Interest income on inter corporate deposits	-	-	(230.36)	(303.98)
Advances written off	-	11.49	77.29	0.99
Credit impaired	0.53	4.09	2.79	8.69
Property, plant and equipment written off	0.97	-	0.14	-
Unrealized exchange loss	0.68	0.08	0.73	0.21
Deposits/Assets written off	-	-	160.63	-
Finance cost	3,484.60	7,141.32	4,403.59	3,287.17
Liabilities/provisions no longer required written back	(6.11)	(4.29)	(44.18)	(55.20)
Exceptional item - Interest income on inter corporate deposits	-	(825.69)	-	-
Exceptional item - Loss allowance on doubtful advances written back	-	(1,669.32)	-	(43.40)
Interest income others	(8.86)	(14.82)	-	(0.78)
Operating cash flow before working capital changes	**3,144.30**	**5,881.11**	**5,740.12**	**5,349.27**
Adjustments :				
Decrease/ (Increase) in other current and non current assets	56.16	(76.92)	(23.03)	(94.97)
(Increase)/ Decrease in current and non-current financial assets – loans	(0.43)	(65.64)	(254.43)	22.48
Decrease/ (Increase) in current and non current financial assets –other	47.68	56.71	185.82	(171.46)
Decrease/ (Increase) in current financial assets- trade receivables	163.06	69.62	(266.34)	(40.19)
(Decrease) /Increase in current financial liabilities - trade payables	(42.50)	(68.92)	(119.27)	139.31
(Decrease)/ Increase in current and non current financial liabilities – others	(103.37)	90.27	318.00	241.95
Increase/ (Decrease) in other current and non current liabilities	62.23	193.53	117.87	(618.41)
Cash flows generated from operating activities	**3,327.13**	**6,079.76**	**5,698.74**	**4,827.98**
Income taxes paid (net of refund)	(158.43)	(757.63)	(622.88)	(679.35)
Net cash flows generated from operating activities (A)	**3,168.70**	**5,322.13**	**5,075.86**	**4,148.63**
Cash flow from investing activities :				
Expenditure incurred on investment property	(410.80)	(1,678.20)	(3,184.66)	(1,042.63)
Investment in equity instruments	-	-	(20,400.00)	-
Purchase of property, plant and equipment	(22.74)	(29.66)	(20.06)	(24.84)
Fixed deposits matured	445.07	1,596.46	109.55	226.97
Fixed deposits made	(261.26)	(1,525.32)	(348.31)	(210.91)
Interest received on fixed deposits	54.77	107.15	23.61	44.47

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Inter corporate deposits given	-	-	(80.00)	(270.00)
Inter corporate deposits received back	-	1,500.00	2,790.55	264.87
Interest received –others	8.86	14.82	-	0.78
Interest received on inter corporate deposits	-	995.01	574.42	389.26
Net cash flow generated from / (used in) investing activities (B)	**(186.10)**	**980.26**	**(20,534.90)**	**(622.03)**

Summary Information - Condensed Combined Statement of Cash Flow data

(₹ in million)

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Cash flow from financing activities :				
Finance costs paid	(3,982.54)	(6,223.91)	(4,376.27)	(3,490.63)
Proceeds from inter corporate deposits	-	868.60	825.34	-
Proceeds from long-term borrowings	23,080.00	6,422.17	16,116.39	4,804.10
Repayment of Lease liabilities	(11.02)	(11.02)	(11.86)	(14.43)
Proceeds from non convertible bonds	256.00	-	21,000.00	-
Repayment of non convertible bonds	(21,000.00)			
Repayment of long-term borrowing	(123.32)	(7,378.32)	(19,659.36)	(2,673.65)
Proceeds from short-term borrowings	-	-	3,010.00	1,750.00
Repayment of short-term borrowing	-	(1,800.00)	(1,210.00)	(1,750.00)
Payment for dividend	(1,851.92)	-	-	(2,929.32)
Repayment of inter corporate deposits	(1,603.94)	(90.00)	-	(18.47)
Payment for dividend distribution tax	-	-	-	(172.22)
Proceeds from issue of equity shares	-	250.00	-	-
Proceeds from issue of compulsory convertible debentures	-	3,600.00	-	-
Net cash flow (used in)/generated from financing activities (C)	**(5,236.74)**	**(4,362.48)**	**15,694.24**	**(4,494.62)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**(2,254.14)**	**1,939.91**	**235.20**	**(968.02)**
Cash and cash equivalents at the beginning of the six months/year	**3,265.42**	**1,325.51**	**1,090.31**	**2,058.33**
Cash and cash equivalents at the end of the six months/year	**1,011.28**	**3,265.42**	**1,325.51**	**1,090.31**
Components of cash and cash equivalents at the end of the six months/year				
Balances with banks				
- in current account	191.78	229.12	266.73	630.29
- in deposit account	819.50	3,036.30	1,033.29	460.00
-Cheques, drafts on hand	-	-	25.48	-
Cash in hand	-	-	0.01	0.02
	1,011.28	**3,265.42**	**1,325.51**	**1,090.31**

FINANCIAL INDEBTEDNESS

A. Details of indebtedness from external lenders (*excluding CCDs issued to Brookfield*) of our Asset SPVs as on September 30, 2020 together with a brief description of certain material covenants of the relevant financing agreements, are set forth:

Category of borrowing	Sanctioned Amount (in ₹ million)*	Outstanding amount (in ₹ million) as on September 30, 2020 [1]
Long term Borrowings	60,980.00	55,183.13
Current Maturities of Long Term Borrowings	-	1,062.75
Short term Borrowings	-	-
Deferred Payment Liabilities	-	-
Interest Accrued but not due	-	-
Total	**60,980.00**	**56,245.88**

[1] As certified by Anuj Tandon & Co, Chartered Accountant, through their certificate dated January 25, 2021. Further, Anuj Tandon & Co., Chartered Accountant, through their certificate dated January 25, 2021 has confirmed that as of September 30, 2020, each of our Asset SPVs have utilized the borrowings set out above for the purposes for which such borrowings were availed.
***Note**: On September 24, 2020, Festus has availed an additional borrowing of ₹256 million from BSREP II India Office Holdings III Pte Limited by way of issuance of unlisted non-convertible debentures*
**On January 14, 2021, our Asset SPVs have been sanctioned loan facilities aggregating to ₹24,000 million by HDFC Limited.*

Principal terms of the borrowings availed/ to be availed by our Asset SPVs from banks and financial institutions:

1. ***Interest***: Interest rate for the debt facilities availed by our Asset SPVs, is typically the sum of a MCLR/ PLR and a spread on a per annum basis. The spread varies between different debt facilities for different banks/ financial institutions. The debt facilities provide for varying interest rate or method of computation of such rate of interest on the reset date. Certain debt facilities also provide for increase in the rate of interest in the event of any specific non-compliances.

2. ***Term***: The term of the loans/ debt facility availed by our Asset SPVs typically ranges from 12 months to 15 years.

3. ***Security***: Where security needs to be created in terms of the debt facilities availed, our Asset SPVs are typically required to (and in certain cases on an exclusive basis), *inter alia*:

    i. create equitable/ registered mortgage and charge over the property along with buildings and amenities;

    ii. create charge on movable assets including intangible assets and all future developments, if any.

    iii. create security by way of assignment/ hypothecation of lease rentals pertaining to specific buildings, properties and/ or specific tenants;

    iv. create a negative lien on assets charged to the lender;

    v. pledge of shares or non-disposal undertaking with respect to shares held by the shareholders of our Asset SPVs;

    vi. create charge on the accounts where rental proceeds are deposited; and

    vii. create charge over debt service reserve accounts with the lender, where specifically provided in the terms of the debt facility.

    This is an indicative list and there may be additional requirements for creation of security pursuant to the various borrowing arrangements entered into by our Asset SPVs that may be acceptable to the lenders.

4. ***Re-payment***: The repayment period for term loans typically range from 24 months to 180 months. In the event of default, some of the lenders typically have a right to accelerate the repayment of the loan in one lump sum or shorter instalments if in the opinion of the lender the cash flows of the company so permit.

5. ***Pre-payment***: Pre-payment of the loans is typically permitted with certain lenders charging a pre-payment penalty of up to 2% of the amount outstanding or proposed to be repaid, while certain loans may be prepaid without any penalty depending on the terms of the debt facility.

6. ***Restrictive Covenants:*** The facilities availed by our Asset SPVs typically contain certain covenants, whereby the Assets SPVs are restricted from undertaking certain actions without the prior consent of the lender, including:

   i. any change in the capital structure;

   ii. amendment of constitutional documents;

   iii. declare or pay any dividend, distribute profits;

   iv. create or incur any financial indebtedness or permit any encumbrance;

   v. recognize or register any transfer of shares or interest in its shares capital;

   vi. undertaking any merger, de-merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors or shareholders;

   vii. pre-pay any financial indebtedness of any other lender, entity or person; and

   viii. engage in any business or activities other than those which the company is currently engaged or allowed in its constitutional document.

   This is an indicative list and there may be additional restrictive covenants pursuant to the various borrowing arrangements entered into by our Asset SPVs.

7. ***Events of Default***: Debt facilities availed by our Asset SPVs typically contain customary standard events of default for borrowing arrangements, including but not limited to:

   i. non-payment of any instalment of the principal amount of the debt facility on the due date;

   ii. non-payment of any instalment of interest on any interest payment date;

   iii. non-maintenance of debt service reserve amount ("**DSRA**") in accordance with terms of the debt facility documents;

   iv. failure to maintain adequate insurance for the secured property;

   v. declaration of dividend/ distributions without the consent of the lender, if amounts due to the lender as of the date of such declaration/ distribution of dividend have not been paid;

   vi. change in capital structure or change in control or change in management of the borrower without prior permission of the lender;

   vii. creation of any further charge on the secured assets or providing any guarantees to other lenders or incurring any further indebtedness without prior approval of the lender;

   viii. violation of any term of the relevant agreement or any other debt facility;

   ix. undertaking or permitting any re-organisation, re-capitalisation, liquidation, dissolution, merger, de-merger, consolidation, scheme or arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction without the consent of the lender;

   x. alienation of assets of the borrower which are charged to the lender under the respective debt facility, without the consent of the lender; and

   xi. utilisation of funds for purposes other than the sanctioned purpose.

This is an indicative list and there are additional terms that may amount to an event of default pursuant to the various debt facilities entered into by our Asset SPVs that may be acceptable to the lenders.

Our Asset SPVs have received consents from their lenders in connection with *inter alia*, the proposed transfer of the shareholding of our Asset SPVs to the Brookfield REIT and the repayment/ pre-payment of indebtedness availed by our Asset SPVs.

Given the nature of these borrowings and the terms of repayment or prepayment, the aggregate outstanding borrowing amounts may vary from time to time. In addition to the above, each of our Asset SPVs may, from time to time, enter into re-financing arrangements and draw down funds thereunder, prior to the filing of the Final Offer Document or Listing Date. In the event any of the above borrowings are repaid, prepaid or re-financed or further drawn-down post the date of this Offer Document, the relevant details in relation to the same will be provided in the Final Offer Document.

We are in discussions with lenders for refinancing a portion of our indebtedness with an objective of reducing our financing cost.

Proposed Funding

Pursuant to the Issue, a portion of the Net Proceeds of the Issue are proposed to be utilised towards, *inter alia*, partial or full repayment or prepayment of the existing indebtedness of our Asset SPVs and general purposes. We have entered into the Shareholder Debt Documentation with our Asset SPVs with respect to the proposed funding. For details of the terms of such Shareholder Debt Documentation, see "*Use of Issue Proceeds – Details of Utilisation of Net Proceeds*" beginning on page 220.

Credit Ratings

As on date of this Offer Document, the Brookfield REIT and our Asset SPVs have been assigned the following credit ratings by CRISIL Limited:

Sr. No.	Name of the entity	Credit rating/ Instrument	Total bank loan facilities rated (in ₹ million)
1.	Brookfield REIT	Provisional CCR AAA/Stable (*Corporate credit rating*)	-
2.	Candor Kolkata	Provisional CRISIL AAA/Stable	13,950
3.	SPPL Noida	Provisional CRISIL AAA/Stable	2,850
4.	Festus	Provisional CRISIL AAA/Stable	7,250

USE OF ISSUE PROCEEDS

Proceeds of the Issue

The gross proceeds of the Issue will be ₹38,000 million and the Net Proceeds from the Issue will be ₹[•] million. The Net Proceeds from the Issue will be utilised towards the following objects:

- Partial or full pre-payment or scheduled repayment (in accordance with the deployment of Net Proceeds specifics set forth under '- *Requirements of Funds'* below) of the existing indebtedness of our Asset SPVs; and

- General purposes.

The following tabular representation sets forth details of the Net Proceeds:

Particulars	Estimated Amount (in ₹ million)
Gross proceeds of the Issue	38,000
Less: Issue expenses*	([•])
Net Proceeds	[•]

**To be finalized upon determination of Issue Price*

Requirements of Funds

The Net Proceeds are proposed to be utilized in accordance with the details set forth in the following table:

Particulars	Estimated Amount (in ₹ million)
Partial or full pre-payment or scheduled repayment of the existing indebtedness of our Asset SPVs	35,750
General purposes*	**[•]**
Total	**[•]**

**To be finalized upon determination of Issue Price*

The Trustee and our Manager shall ensure that the subscription amounts are kept in a separate bank account in the name of the Brookfield REIT and are only utilised for adjustment against Allotment of our Units or refund of money to the applicants until such Units are listed. Subject to various factors, including but not limited to, actual timing of completion of the Issue and the receipt of the Net Proceeds, our Manager proposes to deploy the Net Proceeds during the remainder of Financial Year 2021 and Financial Year 2022.

Our Manager believes that the partial or full pre-payment or scheduled repayment (as set forth above) including, any accrued interest and any applicable penalties/ premium) of the existing indebtedness of our Asset SPVs will: (i) assist in reduction of the outstanding indebtedness of the Brookfield REIT, on a consolidated basis; (ii) aid the Brookfield REIT in maintaining a favourable debt-equity ratio and (iii) enable the Brookfield REIT to enhance the NDCF for distribution to its Unitholders.

Our Manager believes that such reduction of outstanding indebtedness and maintenance of a favourable debt-equity ratio will also enhance the capability of the Brookfield REIT to raise further resources in the future to fund potential business development opportunities that may arise, fund potential expansion of its business and allow the Brookfield REIT to make distributions to our Unitholders.

The fund requirements set out above and the proposed deployment of the Net Proceeds are based on *bona fide* estimates of our Manager and have not been appraised by any bank, financial institution or any other external agency. The fund requirements may vary due to factors beyond our Manager's control such as market conditions, competitive environment, interest rate and fees payable. Further, deployment of the Net Proceeds during Financial Year 2021 and Financial Year 2022 depends on factors such as the actual timing of the completion of the Issue and receipt of Net Proceeds. To the extent our Manager is unable to successfully deploy any portion of the Net Proceeds during the remainder of Financial Year 2021 and Financial Year 2022, our Manager shall deploy the Net Proceeds in subsequent Fiscals in accordance with applicable law. Consequently, the fund requirements are subject to revisions in the future, at the discretion of our Manager.

Details of Utilisation of Net Proceeds

The details of utilisation of the Net Proceeds are set forth below:

Partial or full pre-payment or scheduled repayment of the existing indebtedness of our Asset SPVs

Our Asset SPVs, have from time to time availed debt facilities to finance their business and operations, through term loans and working capital facilities. As of September 30, 2020, the total outstanding debt of our Asset SPVs (from external lenders and unlisted non-convertible debentures issued by Festus) is ₹ 56,502.38 million. For details of the debt facilities including the terms and conditions, see "*Financial Indebtedness*" beginning on page 216.

To partially or completely repay/ pre-pay the existing indebtedness of our Asset SPVs, our Manager, on behalf of the Brookfield REIT, proposes to invest an estimated amount of ₹35,750 million from the Net Proceeds in our Asset SPVs, by way of lending to our Asset SPVs or subscribing to the equity or debt instruments of our Asset SPVs, or a combination thereof or such other form permitted under applicable law. The proposed investment is intended to be made by way of entering into separate documentation with each of our Asset SPVs.

Selection of debt facilities proposed to be pre-paid or repaid will be based on various factors and commercial considerations, including but not limited to: (i) cost of debt, including applicable interest rates; (ii) conditions attached to the loans restricting our Asset SPVs ability to pre-pay such debt facility along with the time taken to fulfil such requirements or obtain waivers for fulfilment of, such conditions; (iii) levy of any pre-payment penalties or fees and the quantum thereof; (iv) provisions of any law, rules, regulations and contracts governing such debt facilities; and (v) other commercial considerations including, the interest rate on such borrowings, the amount of the debt facility outstanding and the remaining tenor of the debt facility.

Given the nature of debt facilities availed by our Asset SPVs and the terms of repayment or pre-payment thereof, the aggregate outstanding indebtedness amounts may vary from time to time. In addition to the above, each of our Asset SPVs may, from time to time, enter into re-financing arrangements and draw down funds thereunder, prior to the filing of this Offer Document, the Final Offer Document or listing of the Brookfield REIT. Accordingly, the actual amount outstanding on the date of repayment may be different from the amount specified in this Offer Document.

Terms of the Shareholder Debt Documentation

Brookfield REIT has entered into the Shareholder Debt Documentation dated January 16, 2021, with each of the Asset SPVs as on the date of this Offer Document to govern the terms of any loan (the "**Facility**"), that may be provided by the Brookfield REIT to the Asset SPVs (in respect of utilisation of the Net Proceeds).

Certain key terms of the Shareholder Debt to be provided to our Asset SPVs are set forth.

Type of Instrument	Unsecured Loans
Purpose	The Facility to be provided to the relevant Asset SPV shall solely be utilized for the purpose of (a) repaying (in full or in part) existing financial indebtedness of such Asset SPV (including any interest, premium, penalties thereon or any other sum); (b) repaying (in full or in part) deferred payment obligations, construction financing, financing acquisitions, refurbishment expenses and/or working capital requirements of the such Asset SPV; (c) general corporate purposes of the relevant Asset SPV; or (d) any other purpose as may be agreed between the Brookfield REIT and the relevant Asset SPV and as may be permitted under applicable law, in each case, as specified in the relevant disbursement request submitted by such Asset SPV
Effective Date	The Shareholder Debt Documentation shall be effective upon listing and commencement of trading of the Units of the Brookfield REIT on the Stock Exchanges, in accordance with the REIT Regulations.
Interest	The Brookfield REIT shall be entitled to an interest on the outstanding amount of loans at an interest rate of 12.5% per annum compounded quarterly or such other rate of interest as may be agreed between the Brookfield REIT and the relevant Asset SPV in writing. Such interest shall accrue and shall become due and payable only on availability of Free Cash Flow on the interest payment dates. In the event on any interest payment date (as defined in the Shareholder Debt Documentation) Free Cash Flows are lower than the calculated interest (including any shortfall of past periods), the shortfall will

Type of Instrument	Unsecured Loans
	be accumulated and be due and payable from and to the extent of Free Cash Flows on subsequent interest payment dates. *"**Free Cash Flows**" are defined as "surplus cash available with our Asset SPVs after discharging all its known liabilities arising in the ordinary course of business (including any taxes) and before payment of any dividend to the shareholders of such Asset SPVs".*
Events of default	The occurrence of the following events shall constitute an event of default under the Shareholder Debt Documentation: a. Default by our relevant Asset SPV in meeting its payment obligations under the Shareholder Debt Documentation for more than 90 days from the date when the amount is due and payable in accordance with the Shareholder Debt Documentation, each request for disbursement and any other document executed by the Brookfield REIT and such Asset SPV in relation to the Facility ("**Financing Documents**") unless such period is extended by our Manager; b. Breach of material representation, warranties, covenants or undertakings given by our relevant Asset SPV to Brookfield REIT; c. Our relevant Asset SPV is unable to, or presumed or deemed to be unable to, or admits its inability to, pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness. d. Our relevant Asset SPV becoming the subject of: (i) any voluntary winding-up proceedings; or (ii) any involuntary proceedings under any law relating to winding up or bankruptcy or insolvency law, which has not been dealt with, disposed of, discharged or otherwise withdrawn to the satisfaction of the Brookfield REIT, within 15 days from the date of commencement of such proceedings and the same results in a material adverse change; or (iii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, compulsory manager, provisional supervisor or other similar officer in respect of the relevant Asset SPV or any of its assets; e. Unlawfulness and invalidity of the Financing Documents; and f. Cessation of business by our Asset SPV. Upon the occurrence of an event of default, the Brookfield REIT will be entitled to accelerate the repayment and declare all or part of the amounts outstanding under such Shareholder Debt Documentation (including any interest accrued thereupon or any other outstanding dues) due and payable, pursuant to which such amounts will become due and payable immediately by our relevant Asset SPV.
Security	The Facility is unsecured
Repayment	The Shareholder Debt can be repaid by our Asset SPV either at the option of our Asset SPV at any time prior to the day falling 15 years from the first disbursement date (as defined in the Shareholder Debt Documentation) or such other date as may be mutually agreed between the Brookfield REIT and the relevant Asset SPV in writing ("**Repayment Date**"). In the event the loans under the Facility are not repaid prior to the Repayment Date, then the relevant Asset SPV shall repay each of the loans under the Facility latest on the Repayment Date.
Term	The Shareholder Debt Documentation shall be in force until all monies payable by the relevant Asset SPV to the Brookfield REIT under the Financing Documents are paid in full and all obligations of the relevant Asset SPV under the Financing Documents are fully discharged to the satisfaction of the Brookfield REIT.
Governing Law	The Shareholder Debt Documentation shall be governed by the laws of India

Any debt issue pursuant to the Shareholder Debt Documentation will be made in compliance with the requirements prescribed under the relevant provisions of Companies Act or other applicable laws, including to the extent applicable, the Companies (Acceptance of Deposits) Rules, 2014, as amended.

Details of outstanding loans availed by our Asset SPVs

The following tabular representation sets out details of the existing debt facilities availed by our Asset SPVs, out of which the Brookfield REIT proposes to utilise up to an amount aggregating to ₹35,750 million from the Net Proceeds for pre-payment or scheduled repayment (in accordance with the deployment of Net Proceeds specifics set forth under '- *Requirements of Funds'* on page 219), of certain debt facilities of our Asset SPVs availed from banks/ financial institutions:

Sr. No.	Lender	Nature of borrowing and purpose	Rate of interest*	Prepayment penalty/ premium	Repayment	Amount sanctioned (in ₹ million)	Amount outstanding (including accrued interest) as on September 30, 2020 (in ₹ million)
Candor Kolkata							
Candor Techspace K1**							
1.	HDFC Limited	Term loan for lease rental discounting	8.65%	The borrower may voluntarily prepay, the whole or any part by notice to the lender without payment of any break cost or prepayment penalty or premium, by giving a 90 day notice.	156 monthly instalments	38,660	36,240.86
SPPL Noida							
1.	HDFC Limited	Term loan for lease rental discounting	8.65%	No prepayment penalty if done after 24 months of the first drawdown. Notice of period of prepayment – 10 days prior Penalty – 2% of amounts prepaid	156 monthly instalments	8,000	5,951.76
Festus							
1.	HDFC Limited	Term loan for lease rental discounting	8.65%	No prepayment penalty if done after 24 months of the first drawdown. Notice of period of prepayment – seven days prior Penalty – 2% of amounts prepaid	144 monthly instalments	12,500	12,252.98
2.	HDFC Limited	Term loan	9.75%	The borrower may voluntarily prepay, the whole or any part by notice to the lender without payment of any break cost or prepayment penalty or premium, by giving a seven day notice.	Single payment upon completion of 36 months from the date of first disbursement	1,820	1,800.28
Total						**60,980**	**56,245.88**

Note*: As certified by Anuj Tandon & Co, Chartered Accountant, through their certificate dated January 25, 2021.*
**The percentages shown in the table above denote the rate of interest in effect as of September 30, 2020. Please note that the rate of interest is typically the base rate of a specified lender and spread per annum. The spread varies between different loans for different banks/ financial institutions. For further details, see "Financial Indebtedness" on page 216.*

***By way of a scheme of amalgamation filed with the NCLT, Candor Gurgaon 2 has merged into Candor Kolkata with effect from May 4, 2020.*

For details on the principal terms of the borrowings of our Asset SPVs, see "*Financial Indebtedness*" beginning on page 216.

General Purposes

Subject to the REIT Regulations, our Manager will have flexibility in utilizing the balance Net Proceeds, if any, for general purposes of the Brookfield REIT, including but not limited to, operation of the Brookfield REIT, meeting exigencies, repayment obligations (including repayment of any short term or interim borrowings that may be incurred by our Asset SPVs, in their ordinary course of business, including from members of the Brookfield Group (by way of NCDs, inter corporate deposits, short-term loans or other permissible modes of financing) and excluding facilities availed from banks/ financial institutions) and expenses incurred by the Brookfield REIT, subject to such utilization not exceeding 10% of the Net Proceeds in accordance with the REIT Regulations. Accordingly, NCDs issued by Festus to BSREP II India Office Holdings III Pte Limited, with ₹256 million outstanding as of the date of the Offer Document, shall be redeemed in full out of the Net Proceeds.

In the event that our Manager is unable to utilize the entire amount that it has currently estimated for use out of Net Proceeds in a particular Financial Year, it will utilize such unutilized amount in the next Financial Year.

Retention of Oversubscription in the Issue

Our Manager, in consultation with the Lead Managers, reserve the right to retain oversubscription of not more than 25% of the Issue in accordance with the REIT Regulations and SEBI Guidelines. In the event that our Manager, in consultation with the Lead Managers, exercise such right, in accordance with the REIT Regulations, proceeds from the Allotment of Units pursuant to such retention of such oversubscription shall not be utilized towards general purposes of the Brookfield REIT.

Interim use of Net Proceeds

Our Manager will have flexibility to deploy the Net Proceeds. Pending utilization of the Net Proceeds for the purposes described above, our Manager may invest the funds in deposits in one or more scheduled commercial banks included in the Second Schedule of the Reserve Bank of India Act, 1934, as may be approved by our Board.

Issue Expenses

The total expenses of the Issue are estimated to be approximately ₹[•] million. The Issue expenses consist of listing fees, underwriting fees, selling commission, fees payable to the Lead Managers, Auditor, Valuer, Independent Industry Expert, advisors, legal counsel, Registrar to the Offer, Banker(s) to the Offer, processing fees to the SCSBs for processing ASBA Forms submitted by ASBA Bidders procured by the Syndicate and submitted to SCSBs, printing and stationery expenses, advertising and marketing expenses and all other incidental expenses for listing our Units on the Stock Exchanges.

All expenses with respect to the Issue shall be borne by the Brookfield REIT. However, for ease of operations, if required, all expenses with respect to the Issue may be borne by our Sponsor or our Manager or our Asset SPVs on behalf of the Brookfield REIT and Brookfield REIT shall reimburse such expenses. The break-up for the estimated Issue expenses is set forth:

Activity	Estimated expense*	As a % of the total estimated Issue expenses*	As a % of the total Issue Size*
Fees and commission to advisors to this Issue	[•]	[•]	[•]
Fee payable to others	[•]	[•]	[•]
Total estimated Issue expenses	[•]	[•]	[•]

** To be determined on finalization of the Issue Price and updated in the Final Offer Document prior to filing with SEBI and the Stock Exchanges*

In the event the actual Issue expenses differ from the estimated Issue expenses, our Manager will have the flexibility to utilize such a difference, subject to applicable law.

Selling Commissions

Selling commission on the Non-Institutional Investor Portion which are procured by Members of the Syndicate (including their Sub-syndicate Members), SCSBs, RTAs and CDPs would be as set forth:

Non-Institutional Investor Portion	0.50% of the Amount Allotted* (plus applicable tax)

** Amount Allotted is the product of the number of Units Allotted and the Issue Price*

No processing fees shall be payable to the SCSBs on the applications directly procured by them. Any additional amounts to be paid by the Brookfield REIT shall be, as mutually agreed upon the Lead Managers, their affiliate Syndicate Members and our Manager (on behalf of the Brookfield REIT) prior to the Bid/ Issue Opening Date.

ASBA Processing Fees to SCSBs

Processing fees payable to the SCSBs on the Non-Institutional Investor Portion which are procured by the Members of the Syndicate/ Sub-syndicate/ Registered Brokers/ RTAs/ CDPs and submitted to SCSBs for blocking would be as set forth:

Non-Institutional Investor Portion	₹10 per valid application* (plus applicable tax)

**Based on valid Applications*

Registered Brokers

Selling commission payable to the Registered Brokers on the Non-Institutional Investor Portion, which are directly procured by the Registered Brokers and submitted to SCSBs for processing, would be as set forth:

Non-Institutional Investor Portion	₹10 per valid application* (plus applicable tax)

**Amount of selling commission payable to Registered Brokers shall be determined on the basis of applications which have been considered eligible for the purpose of Allotment*

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FACTORS AFFECTING THE FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our financial condition and results of operations in conjunction with the Condensed Combined Financial Statements as of and for the six months ended September 30, 2020 and the financial years 2020, 2019 and 2018, including the related notes, schedules and annexures.

The Condensed Combined Financial Statements are special purpose financial statements and have been prepared by us and our Manager to meet the requirements of the REIT Regulations and for inclusion in this Offer Document. The Condensed Combined Financial Statements have been prepared in accordance with the Guidance note on Reports in Company Prospectuses (Revised 2019), and the Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of Chartered Accountants of India using the recognition and measurement principles of Indian Accounting Standards as defined in the Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of the Companies Act, 2013 and comply with the minimum requirements for condensed financial statements as per Ind AS 34 on "Interim Financial Reporting" to the extent applicable, as specified under the REIT Regulations and the SEBI circular number CIR/IMD/DF/141/2016 dated December 26, 2016. The Condensed Combined Financial Statements have been prepared on the basis of certain assumptions and are not necessarily indicative of the results of the operations or the financial position that would have been attained had the acquisition of the properties and consummation of the Formation Transactions actually occurred as of the commencement of the relevant periods. As a result, the Condensed Combined Financial Statements, because of their nature, may not give a true or accurate picture of our actual profit or loss or financial position.

This discussion and "Our Business and Properties" and "Projections" beginning on pages 114 and 256, contain forward-looking statements, including strategies and financial projections, reflecting current views with respect to future events and financial performance. Such forward-looking statements are based on the assumptions set forth under "Projections" and are subject to certain risks and uncertainties, which could cause actual results to differ materially from those anticipated, forecasted or projected in these statements. You should also read the sections titled "Risk Factors", "Forward Looking Statements" and "Projections" beginning on pages 30, 21 and 256, respectively, which discuss a number of factors, contingencies and assumptions that could affect our financial condition and results of operations.

Business Overview

The Brookfield REIT is India's only institutionally managed public commercial real estate vehicle. Sponsored by an affiliate of Brookfield Asset Management ("**BAM**"), one of the world's largest alternative asset managers with approximately US$575 billion in assets under management, as of September 30, 2020, our goal is to be the leading owner of high quality income producing commercial real estate assets in key gateway Indian markets, which have significant barriers to entry.

Over the last two decades, India has emerged as a leading hub for technology and corporate services due to a highly skilled and young workforce and a distinct competitive cost advantage. With approximately 90 million people expected to be added to the workforce by 2030, this structural driver will further increase office absorption, creating compelling opportunities across the commercial real estate market in India. The COVID-19 pandemic has accelerated the structural shift that was already underway prior to the crisis in relation to the usage and deployment of technology especially cloud, data analytics, e-commerce and digital transformation. The global spending on software and IT services is expected to grow at a robust rate between FY 2020 and FY 2025 and the technology industry in India is expected to grow at a CAGR of 13% to US$350 billion by FY 2025 from an estimated US$191 billion in FY 2020 due to the large STEM talent pool, competitive cost advantage and favorable demographics in the country. *(Source: Industry Report)* Our strategy is to address this demand by owning and operating large "fully-integrated", "campus-format" office parks in established locations, and providing a complete ecosystem to our tenants and their employees.

The primary objective of our strategy is to provide attractive risk-adjusted total returns to our Unitholders derived from:

- stable yield supported by our Initial Portfolio's long-term contracted cash flows;
- property level income growth that is embedded in our Initial Portfolio through contractual rent escalations, mark-to-market headroom and in-situ development potential;

- acquisitions including those of identified external growth opportunities through the Identified Assets and the ROFO Properties; and

- asset value appreciation, through continuous investment in the properties to upgrade them.

We seek to achieve this objective through the performance of our high quality Initial Portfolio, driven by proactive portfolio management, maintaining a prudent capital structure, implementing corporate governance framework aligned with best market practices, and access to Brookfield's global platforms, which provide us a breadth of resources, relationships and expertise. Further, to execute our strategy, we believe that our Manager, which is an affiliate of Brookfield, has an on-ground professional management team with extensive industry experience, domain knowledge and a strong track record of value creation.

Portfolio Overview

Our Initial Portfolio comprises 14.0 msf, with rights to acquire a further 8.3 msf and rights of first offer on an additional 6.7 msf, both currently owned by members of the Brookfield Group.

In line with our strategy and business plan, we own an Initial Portfolio of four large campus-format office parks, which we believe are "business-critical", located in some of India's key gateway markets - Mumbai, Gurugram, Noida and Kolkata. Our Initial Portfolio totals 14.0 msf, comprising 10.3 msf of Completed Area, 0.1 msf of Under Construction Area and 3.7 msf of Future Development Potential.

Our Initial Portfolio's Completed Area has a Same Store Committed Occupancy of 92% (and a 87% Committed Occupancy, which includes the recently completed 0.5 msf at Candor Techspace N1) and is leased to marquee tenants with 75% of Gross Contracted Rentals contracted with multi-national corporations such as Barclays, Bank of America Continuum, RBS, Accenture, Tata Consultancy Services and Cognizant. While a 7.1 year WALE provides stability to the cash flows of our Initial Portfolio, we are well positioned to achieve further organic growth through a combination of contractual lease escalations, 36% mark-to-market headroom to in-place rents, lease-up of vacant space and near-term completion of Under Construction Area to meet tenants' expansion needs. As of the date of this Offer Document, the Initial Portfolio is significantly de-risked with only 0.1 msf of Under Construction Area, which is expected to be completed by September 2021. These factors create a strong foundation for organic cash flow growth, such that our Initial Portfolio's NOI is projected to grow by 25% (net of one-time adjustment) to ₹8,186 million (including CIOP), over the Projections Period ending in FY 2023. These NOI drivers will contribute to an increase in the value of the underlying properties and the potential to produce attractive returns for our Unitholders.

We intend to leverage Brookfield Group's real estate holdings in India by entering into agreements that provide rights to acquire their existing properties in our markets. We have the exclusive right, at our discretion, to acquire the Identified Assets, one office park in each of Gurugram and Noida, similar to the office parks in the Initial Portfolio, that are near-stabilization and currently owned by members of the Brookfield Group. The Identified Assets encompass 8.3 msf of office space. In addition, we will also benefit from rights of first offer on the ROFO Properties - the Brookfield Group's 100% owned commercial real estate assets in India's financial capital, Mumbai, comprising 6.7 msf in office space. The Initial Portfolio, Identified Assets and ROFO Properties combined, creates the potential for us to almost double our Initial Portfolio's Leasable Area to 28.9 msf, while growing consistent with our strategy of owning high quality real estate in premier locations.

We believe the scale and quality of these office parks make us the preferred "landlord of choice" for our tenants, which is evident from the historical performance in occupancy and new leasing rents of our properties, and tenant consolidation and expansion examples. Further, we believe our strong compliance standards, in-line with Brookfield's global operating procedures, have enabled us to attract, retain and grow marquee tenants in our office parks resulting in high renewal rates from our tenants. We believe that our strategy will allow us to consistently attract marquee tenants, while differentiating us significantly from other office landlords and developers. We believe our real estate offerings, along with our operations-oriented value-add approach, is very difficult to replicate due to challenges associated with long development timelines and dearth of similar large campus-format properties in comparable advantaged locations. We are also one of the largest landlords in each of our micro-markets, allowing our Manager to create significant efficiencies in asset management, operations and tenant offerings. For our Initial Portfolio, our Manager has:

- leased 4.3 msf between April 1, 2015 and September 30, 2020;

- achieved 85% tenant retention rate between April 1, 2015 and September 30, 2020;

- added 3.6 msf of Completed Area through on-campus development between April 1, 2015 and September 30, 2020;

- maintained consistently high occupancy with Same Store Committed Occupancy of 92% (representing Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020) and Committed Occupancy of 87%;

- invested ₹118.55 million, ₹410.62 million, ₹321.14 million and ₹122.00 million during FY 2018, FY 2019, FY 2020 and the six months ended September 30, 2020, respectively, to renovate our Initial Portfolio including lobby and façade upgrades, elevator modernizations, renovations of public areas, landscaping, addition of cafes, food courts and boardwalks, modernization of building-wide systems, installing substations and enhancement of other tenant amenities; and

- focused on environmental sustainability, and undertaken several energy efficiency initiatives such as installing rooftop solar panels and on-campus sub-stations, which resulted in our properties receiving several accolades.

Our Manager has grown our NOI from ₹5,902.43 million for FY 2018 to ₹6,763.43 million for FY 2020. Our NOI was ₹3,446.87 million for the six months ended September 30, 2020. In addition, post the utilization of the net proceeds from the Issue, our total outstanding indebtedness in principal amount will be less than 18.5% of our initial Market Value, providing us significant financial flexibility to grow through economic cycles. We believe that all these factors combined create what we believe to be a unique and promising opportunity for Unitholders to own one of the largest, and fully institutionally managed, Class A office portfolios in India.

Recent Developments

- We are witnessing a recovery in demand for office space across the Initial Portfolio. In addition to having re-leased 0.5 msf of leases that expired during the six months ended September 30, 2020, we have received interest and are engaged in discussions with respect to 1.6 msf.

- During the months of October, November and December 2020, we collected 99%, 98% and 96% of our Gross Contracted Rentals, respectively.

- Our Manager has undertaken several significant initiatives at the office parks to promote the health and safety of tenants and visitors and Candor Techspace G2 has been awarded the five star certification by the British Safety Council in November 2020.

Significant Factors affecting our Results of Operations and Financial Condition

Our results of operations and financial condition may be affected by a number of significant factors, including the following:

COVID-19 Pandemic

COVID-19 spread to a majority of countries across the world, including India, in the calendar year 2020. The World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern on January 30, 2020, and a global pandemic on March 11, 2020. The COVID-19 pandemic and the protective actions that Governments around the world have taken to counter the effects of the pandemic have resulted in a period of economic downturn and business disruption in India, as well as in countries where our international tenants are domiciled and conduct operations. On March 14, 2020, India declared COVID-19 as a "notified disaster" and imposed a nationwide lockdown from March 25, 2020. The lockdown has since been lifted in areas where our office parks are located.

Our Manager has undertaken several significant initiatives at the office parks in response to the pandemic and to promote the health and safety of tenants and visitors. Such initiatives include the redistribution of standard operating procedures to all tenants at the office parks and maintaining frequent communication with them, status check through '*Aarogya Setu*' - an application developed by the Government as an additional measure to track and combat the pandemic, implementing and enforcing social distancing measures, conducting temperature checks with thermal cameras and infrared thermometers, restricting the number of personnel that use elevators and common areas at any given time, distributing sanitizers, regulating traffic flow, installing automatic sanitizing systems, disinfecting the premises, installing electrostatic filters, monitoring air quality and conducting periodic fumigation. Maintenance personnel at the office parks have been equipped with personal protective equipment and been trained for maintaining COVID-19 safety protocols. In addition, our Manager is in the process of evaluating measures for contactless elevator controls and improving air quality.

Our Manager is closely monitoring the impact of COVID-19 on all aspects of our business and operations, including its impact on the tenants and the preventative or protective actions of the central, state and local Governments on the relevant aspects of the Initial Portfolio. The pandemic has resulted in adverse economic conditions globally as well as in India and consequently we may face a slowdown in leasing of vacant area or pre-leasing of Under Construction Area in the Initial Portfolio. However, potential tenants continue to make enquiries and visit and evaluate the office parks. Our Manager is focused on tenant retention and rent collections and between April 1, 2020 and September 30, 2020, leased and renewed 0.5 msf at the Initial Portfolio. Certain existing tenants have leased additional space at the office parks to de-densify their premises.

As a result of the impact of COVID-19 on the tenants' business, the tenants may seek deferrals on their rental payments, ask to modify their obligations under their lease agreements or prematurely terminate the lease agreements. Our Manager has agreed to defer the commencement date of certain new leases and a limited number of lease agreements have been terminated. However, the Leasable Area underlying such terminated lease agreements is not material. Further, our Manager has provided rent waivers only to amenity and food and beverage tenants. In addition, we have reduced our common area maintenance cost, which has resulted in cost savings for our tenants. Our Manager has also focused on maintaining business continuity and operational efficiencies during the lockdown and is evaluating various cost reduction measures.

While the COVID-19 pandemic has affected several industries, certain industries such as aviation, education, entertainment and events, food and beverage, co-working and hospitality are among the ones which would be severely impacted. (*Source: Industry Report*) However, we have only one tenant in each of the aviation and hospitality sectors and these tenants are not material contributors to our revenues. We did not face significant disruptions in our operations due to COVID-19 during the financial year 2020 and the six months ended September 30, 2020. We collected 98%, 98%, 99%, 99%, 97% and 98% of the Gross Contracted Rentals for the months of April, May, June, July, August and September 2020, respectively.

Since the onset of COVID-19, certain tenants at the office parks have limited the number of their operating staff and hours, while others announced "work-from-home" measures. Certain essential personnel and support staff of the tenants continue to work from the office parks. As of September 30, 2020, the Committed Occupancy, Same Store Committed Occupancy and in-place rent of the Initial Portfolio was 87%, 92% and ₹62 psf/month, respectively. Further, on account of the lockdowns enforced and constrained availability of labour, construction activity at on-going projects in the Initial Portfolio was halted during the months of April and May 2020, but has since resumed gradually, in light of the eased restrictions implemented by state governments.

In the preparation of our Condensed Combined Financial Statements, we considered the uncertainty relating to the COVID-19 pandemic in assessing the recoverability of receivables, investments properties and other assets. We have not availed any deferments or moratoriums with respect to any of our financial commitments including debt servicing. While COVID-19 has not materially affected our business and operations, there is significant uncertainty regarding the duration and impact of the COVID-19 pandemic, as well as possible future responses, which makes it impossible to predict the impact that COVID-19 will have on us and our tenants' business and operations in the future. See "*Risk Factors - Risks Related to our Business and Industry - The extent to which the Coronavirus disease (COVID-19) may affect our business and operations in the future is uncertain and cannot be predicted*" on page 33.

General economic conditions, particularly in the cities and the micro-markets where the Initial Portfolio assets are located and certain industry sectors in which material tenants operate

The general economic condition of India, the state of the overall commercial real estate and particularly the performance of commercial real estate in the markets of Gurugram, Noida, Kolkata and Mumbai, where the Initial Portfolio assets are located, have a significant impact on our results of operations. The supply and demand for commercial real estate is affected by several factors including prevailing economic, income and demographic conditions, domestic employment levels, changes in, and manner of implementation of governmental policies, prevailing interest rates, changes in applicable regulatory schemes, demand from multinational corporations, the availability of financing and outbreaks of infectious disease such as COVID-19. Growth in GDP and per capita income in India is likely to result in an increase in demand for commercial real estate. Conversely, a slowdown in the Indian economy could adversely affect our results of operations, especially if such a slowdown were to be continued and prolonged. Further, global economic conditions may also affect our results of operations since several of our tenants export services or products from India or are affiliates of multi-national companies. See "*Risk Factors - Risks Related to India - Our business is dependent on economic growth in India and financial stability in Indian markets, and any slowdown in the Indian economy or in Indian financial markets could have an adverse effect on our business, results of operations, financial condition and the price of our Units"* on page 60.

We rely on Candor Kolkata (which owns Candor Techspace G2), which is located in the Gurugram North micro-market, for a significant portion of our revenues. Rentals from Candor Kolkata (for Candor Techspace G2) accounted for 42.8%, 42.7%, 44.9% and 45.7% of our combined revenue from operations for the six months ended September 30, 2020 and the financial years 2020, 2019 and 2018, respectively. Further, we depend on certain industry sectors for a significant portion of our revenues. As of September 30, 2020, 50% of the Leasable Area of the Initial Portfolio was leased to tenants in the technology sector, while 18% was leased to tenants in the consulting sector and 18% was leased to tenants in the financial services sector. Consequently, any developments affecting the demand for commercial real estate in the Gurugram North micro-market or demand from technology, consulting and financial services sectors may affect our results of operations. Further, for Kensington, the terms of the governmental permissions, i.e. the permanent registration as a private sector information technology park require us to lease 80% of the total built-up area of the property to tenants from the IT/ITES sector.

Leasable Area of the Initial Portfolio, including Under Construction Area and Future Development Potential

Our results of operations will be affected by a change in the Leasable Area of the Initial Portfolio. The Initial Portfolio comprises Leasable Area of 14.0 msf, of which 10.3 msf was Completed Area, 0.1 msf was Under Construction Area and 3.7 msf was Future Development Potential, as of September 30, 2020. The timely completion of under construction projects, including within budgeted costs and meeting delivery schedules for any area that has been pre-leased, will positively affect our results of operations. Prior to undertaking construction activity, our Manager analyzes recent and current demand and supply dynamics along with the absorption trends in the relevant micro-market. However, the completion of development projects within anticipated timelines and estimated costs are subject to several factors beyond our control such as the timely receipt of regulatory approvals at various stages of construction, fluctuations in the price of construction materials, availability of equipment and labour, access to utilities and availability of financing. See "*Risk Factors - Risks Related to our Business and Industry - There can be no assurance that the Under Construction Area or Future Development Potential will be completed in its entirety in accordance with anticipated timelines or cost, or that we will achieve the results expected from such projects, which may adversely affect our reputation, business, results of operations and financial condition*" on page 40.

Addition of Leasable Area through acquisitions

Consistent with Brookfield's growth strategy, our Manager will continue to evaluate potential acquisition opportunities to increase the Leasable Area. This includes opportunities through the Agreements to Purchase and the ROFO Agreements for the acquisition of assets owned by members of the Brookfield Group. While such acquisitions are subject to certain conditions precedent, the Identified Assets could together provide an additional 8.3 msf of total Leasable Area and the ROFO Properties could provide an additional 6.7 msf of total Leasable Area. However, the acquisition of such assets and other assets in the future may require significant long-term funding and are subject to several risks and uncertainties. See "*Risk Factors - Risks Related to our Business and Industry – Our Manager cannot assure you that it will be able to successfully complete future acquisitions or efficiently manage the assets that we may acquire in the future. Further, any future acquisitions may be subject to acquisition related risks*" on page 39.

Rental Rates

Our revenue from operations primarily comprise income from operating lease rentals and maintenance services, and consequently rental rates at the Initial Portfolio will significantly affect our results of operations. Our revenue from operations was ₹4,551.43 million, ₹9,567.06 million, ₹8,959.16 million and ₹8,218.46 million for the six months ended September 30, 2020 and the financial years 2020, 2019 and 2018, respectively. Rental rates that we charge depend on various factors including the location of the asset, the quality of the asset, upkeep and maintenance of the asset, the prevailing economic conditions as well as conditions in the micro market, changes in market rental rates and competitive pricing pressures, changes in governmental policies relating to zoning and land use, demand and supply dynamics in the micro market, the range of amenities and ancillary services provided at the asset, and our continued ability to maintain the assets and provide services that meet the requirements of existing and prospective tenants.

Rental rates for office space and space leased for bank branches, ATMs, retail stores and telecom towers in the office parks are generally fixed with periodic rental escalations for the tenure of the leases, while those for food and beverage outlets are generally charged on a revenue sharing basis. Further, the Initial Portfolio assets have a number of large buildings which often involve large tenants occupying multiple floors in the same building for long durations. Accordingly, the re-lease or renewal of one or more large leases may have a disproportionate impact on rental rates in a given period. Our Manager believes that the average rental rates for in-place leases at the Initial Portfolio are generally below the current market rates and expects to benefit from the significant upside arising from mark-to-market potential through upcoming lease renewals.

Terms of leases and occupancy rates

The Asset SPVs typically enter into long-term lease agreements with tenants, which provides visibility on future cash flows. The tenure of the leases for the Initial Portfolio depends on the office park and its location and typically ranges between three to 15 years, with an initial commitment of generally three to five years and the option to renew the lease post the initial commitment period.

Our results of operations are also significantly determined by the levels of Committed Occupancy at the Initial Portfolio. Occupancy rates depend on several factors such as demand for and comparable supply of commercial real estate in the micro-markets in which the Initial Portfolio assets are located, rental rates in comparison with competing properties, attractiveness of the office parks, the range of amenities and the ability to re-lease space or enter into new leases without significant intervals of time. The Initial Portfolio assets are Grade-A office parks, which are in high demand on account of their significant size, scale and diverse range of amenities offered, integrated campus ecosystem and marquee tenant profile and are characterized by larger floor plates and energy efficient infrastructure. Our Manager has developed deep tenant relationships through its dedicated property managers and local expertise, which combined with Brookfield's global institutional relationships, has led to an 85% tenant retention rate between April 1, 2015 and September 30, 2020.

As of September 30, 2020, the Initial Portfolio had a Committed Occupancy of 87%, Same Store Committed Occupancy of 92% and a WALE of 7.1 years. The Committed Occupancy and WALE of the Initial Portfolio assets as of such date is as follows:

Name of Asset	Committed Occupancy	WALE (in years)
Kensington	86%	3.0
Candor Techspace G2	91%	8.0
Candor Techspace N1*	72%	7.6
Candor Techspace K1	92%	7.6

**Candor Techspace N1 has a Same Store Committed Occupancy of 97%.*

Our Manager intends to continue to strengthen its long-term relationships with the tenants in the Initial Portfolio assets and proactively maintain communication with them to gain information regarding their needs and requirements. Our Manager also undertakes various tenant engagement activities such as celebrating festivals, organizing sports tournaments and entertainment events, health awareness seminars and quiz contests. Such initiatives help our Manager improve tenant retention levels and attract new tenants.

Cost of Financing and Capital Expenditure

We may raise medium and long-term debt to fund asset acquisitions and project development activities. Accordingly, our ability to raise requisite debt financing, as well as the cost of raising such debt financing, will affect our results of operations. Our finance costs were ₹3,484.60 million, ₹7,141.32 million, ₹4,403.59 million and ₹3,287.17 million, or 74.5% 72.8%, 47.4% and 37.9% of our total income for the six months ended September 30, 2020 and the financial years 2020, 2019 and 2018, respectively. While historically our average cost of borrowings has varied from 10.1% for the financial year 2018 to 9.8% for the financial year 2020, it reduced to 9.6% during the six months ended September 30, 2020. Any reduction in our cost of borrowings positively affects our results of operations.

In order to maintain and upgrade the Initial Portfolio assets, we will be required to incur capital expenditure for refurbishments, renovations and other asset enhancement initiatives. While we have entered into financing agreements for all the projects currently under development within the Initial Portfolio, we may require additional capital to complete the development of the future projects. However, our ability to obtain funding will depend on our ability to raise debt financing in a timely manner and at acceptable cost, raise capital through the fresh issue of Units or other forms of financing permitted by the REIT Regulations.

Regulatory Framework

The Indian real estate sector is regulated by central, state and local governmental authorities and we expect our Manager to devote a significant amount of time and resources to comply with such legislation. Regulations applicable to our operations cover several aspects such as the acquisition of land and land usage, road access, the ratio of built-up area to land area, necessary community facilities, open spaces, water supply, sewage disposal systems, electricity supply and environmental suitability. Consequently, our results of operations are expected to continue to be affected by the nature and extent of such regulations.

We are governed by the REIT Regulations and are required to comply with certain requirements, including maintaining a specific threshold of investment in rent or income generating properties. The REIT Regulations are relatively new regulations, and their interplay with the regulatory framework governing real estate in India is evolving. See "*Risk Factors - Risks Related to our Organization and Structure - The laws governing REITs in India are in their early stages and relatively untested*" on page 47.

Further, Kensington, Candor Techspace G2 and a significant portion of the land on which Candor Techspace K1 is located are notified as SEZs and are required to comply with SEZ related rules and regulations. These assets are also entitled to certain tax benefits, the continuing availability of which may affect our results of operations. See "*Risk Factors - Risks Related to our Business and Industry - Majority of the assets in the Initial Portfolio are located on land notified as SEZs and a few are registered as private IT parks and the relevant Asset are required to comply with the SEZ Act and the rules made thereunder along with their respective conditions of registration as private IT parks*" on page 50.

Competition

We operate in competitive markets and competition in these markets is based primarily on the availability of Grade-A office premises. The principal means of competition are rent charged, location, services and amenities provided and the nature and condition of the premises to be leased. Competition from other developers in India could result in price and supply volatility which may affect the ability of our Manager to lease the buildings in the Initial Portfolio and continued development by other market participants could result in saturation of the real estate market.

Basis of Preparation of the Condensed Combined Financial Statements

Our Condensed Combined Financial Statements comprise the combined balance sheets as at September 30, 2020, March 31, 2020, March 31, 2019 and March 31, 2018; the combined statement of profit and loss, the combined statement of cash flow, the combined statement of changes in equity and a summary of significant accounting policies and other explanatory information for the six months ended September 30, 2020 and the years ended March 31, 2020, March 31, 2019 and March 31, 2018, the statement of net assets at fair value as at September 30, 2020, the statement of total returns at fair value for the six months ended September 30, 2020 and the year ended March 31, 2020 and other additional financial disclosures.

The Condensed Combined Financial Statements are special purpose financial statements and have been prepared by us and our Manager to meet the requirements of the REIT Regulations and for inclusion in the Offer Document and the Final Offer Document prepared by our Manager in connection with the proposed initial public issue of our units. As a result, the Condensed Combined Financial Statements may not be suitable for any other purpose.

In accordance with the requirements of the REIT Regulations, since we were set up on September 14, 2020 and have been in existence for a period lesser than three completed financial years and our historical financial statements are not available for the entire portion of the reporting period of three years, the Condensed Combined Financial Statements have been disclosed even for the periods when such historical Condensed Combined Financial Statements were not available. Further, as required by the REIT regulations, the Condensed Combined Financial Statements are prepared based on an assumption that all the assets and special purpose vehicles were part of us for such period when we were not in existence. However, the Condensed Combined Financial Statements may not be representative of the position which may prevail after the special purpose vehicles are transferred to us.

See "*Significant Accounting Policies*" beginning on page 247.

Principal Components of Condensed Combined Statement of Profit and Loss

Total Income

The total income comprises revenue from operations and other income.

Revenue from Operations

Revenue from operations comprises: (i) sale of services, which includes income from operating lease rentals; income from maintenance services; and property management fees; and (ii) sale of products, which includes sale of food and beverages, and others.

The following table sets forth details of the revenue from operations for the financial years indicated:

(₹ in millions)

Particulars	Six months ended September 30, 2020	Financial Year		
		2020	2019	2018
Sale of services:				
Income from operating lease rentals	3,066.79	5,954.49	5,381.34	5,027.97
Income from maintenance services	1,381.12	3,244.37	3,247.95	2,905.02
Property management fees	95.90	302.09	270.00	226.08
Sale of products:				
Sale of food and beverages	6.75	62.21	59.87	59.39
Others	0.87	3.90	-	-
Total Revenue from operations	**4,551.43**	**9,567.06**	**8,959.16**	**8,218.46**

Sale of services

- *Income from operating lease rentals.* Income from operating lease rentals comprises rental income received by the Asset SPVs from leasing of office space to tenants, income from car parking charges, signage fees and fit-out rentals (customized interiors, furniture and fixtures as per client requirements to make the space a plug-and-play facility, as opposed to a warm shell space where the tenant undertakes capital expenditure to do the same). Rental rates for office space and space leased for bank branches, ATMs, retail stores and telecom towers in the office parks are generally fixed with periodic rental escalations for the tenure of the leases and are subject to review upon renewal or extension of the leases. Food and beverage outlets in the office parks are generally charged rentals on a revenue sharing basis.

- *Income from maintenance services.* Income from maintenance services comprises revenue received from tenants for the maintenance of common areas, including for security and housekeeping services. Lease agreements with tenants typically provide that tenants will be charged the cost of maintaining property as well as a margin on such maintenance costs.

- *Property management fees.* Property management fees comprises revenue generated by CIOP for property management services provided to the Identified SPVs between the financial year 2018 and 2020 and for the five months ended August 31, 2020. As of September 1, 2020, CIOP has ceased to provide such services to the Identified Assets and while it has not generated revenue from such services thereafter, the number of its employees and consequently its expenses have also reduced.

Sale of products

- *Sale of food and beverages.* Sale of food and beverages revenue refers to the revenue received from the sale of food and beverages at the Initial Portfolio assets.

- *Others.* Others primarily comprises revenue generated from the provision of utilities to tenants who provide food and beverage services.

Property-wise Rental / Operating Income

The following table sets forth property-wise revenue rental / operating income for the Initial Portfolio assets:

Property Name and Location	Asset SPV/ Entity	Six months ended September 30, 2020		Financial Year 2020		2019		2018	
		Rental / Operating Income (₹ in million)	*% of total Rental / Operating Income*	*Rental / Operating Income (₹ in million)*	*% of total Rental / Operating Income*	*Rental / Operating Income (₹ in million)*	*% of total Rental / Operating Income*	*Rental / Operating Income (₹ in million)*	*% of total Rental / Operating Income*
Kensington, Mumbai	Festus Properties Private Limited ("**Festus**")	795.89	17.5%	1,616.43	16.9%	1,566.69	17.5%	1,512.15	18.4%
Candor Techspace G2, Gurugram#	Candor Kolkata One Hi-Tech Structures Private Limited* ("**Candor Kolkata**")	1,947.00	42.8%	4,084.30	42.7%	4,022.69	44.9%	3,757.94	45.7%
Candor Techspace N1, Noida	Shantiniketan Properties Private Limited ("**SPPL Noida**")	629.22	13.8%	1,317.53	13.8%	1,079.17	12.0%	861.83	10.5%
Candor Techspace K1, Kolkata	Candor Kolkata One Hi-Tech Structures Private Limited ("**Candor Kolkata**")	1,083.42	23.8%	2,246.71	23.5%	2,020.61	22.6%	1,860.46	22.6%
Operational Services Provider, Mumbai	Candor India Office Parks Private Limited ("**CIOP**")**	95.90	2.1%	302.09	3.1%	270.00	3.0%	226.08	2.8%
Revenue from operations		**4,551.43**	**100%**	**9,567.06**	**100%**	**8,959.16**	**100%**	**8,218.46**	**100%**

Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement.
**Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019.*
** *Represents property management fee from Candor Gurgaon 1, Kairos and SDPL Noida.*

Other Income

Other income comprises: (i) interest income from financial assets at amortized cost, which includes (a) interest income on fixed deposit with banks; and (b) interest income on inter corporate deposits; and (ii) others, which includes (a) income from scrap sale, (b) interest on income tax refunds, (c) liabilities and provisions no longer required written back, (d) miscellaneous income, (e) gain on derivative instruments at fair value through profit or loss, and (f) other interest.

The following table sets forth details of other income for the financial years indicated:

(₹ in millions)

Particulars	Six months ended September 30, 2020	Financial Year 2020	2019	2018
Interest income from financial assets at amortised cost:				
Interest income on fixed deposit with banks	48.99	106.52	28.03	42.75
Interest income on inter corporate deposits	-	-	230.36	303.98
Other interest	8.86	14.82	-	0.78
Others:				
Income from scrap sale	0.14	3.28	2.86	3.88
Interest on income tax refund	9.30	4.32	27.08	26.13
Liabilities/ provisions no longer required written back	6.11	4.29	44.18	55.20
Miscellaneous income	6.63	14.26	6.63	11.33
Gain on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss	43.20	99.40	-	-
Total	**123.23**	**246.89**	**339.14**	**444.05**

Expenses

Expenses comprise: cost of materials consumed; employee benefits expense; finance costs; depreciation expenses;

and other expenses.

Cost of materials consumed

Cost of materials consumed comprise expenses incurred to reimburse contractors for the purchase of food and beverage items for onward sales to tenants.

Employee benefits expenses

Employee benefits expenses comprise salaries, wages and bonus, contribution to provident fund, gratuity expense and compensated absences.

Finance costs

Finance costs comprise: (i) Interest and finance charges on financial liabilities at amortised cost, which include (a) interest on term loans, (b) interest expenses on inter corporate deposits, (c) interest on non-convertible bonds, (d) interest on compulsorily convertible debentures, (e) interest on liability component of compound financial instruments, (f) interest on lease liability, and (g) interest on security deposit; and (ii) others, which include (a) other borrowing costs, and (b) interest on advance tax and others.

Borrowing costs in relation to properties under development are capitalized. Once construction is completed, the interest cost is charged to the statement of profit and loss, causing an increase in the finance costs.

Depreciation and amortization expenses

Depreciation expenses comprise the depreciation of property, plant and equipment and intangible assets and depreciation of investment property.

Other expenses

Other expenses primarily comprise power and fuel, repair and maintenance, legal and professional fees, property management fees, loss on derivative instruments at fair value through profit or loss, rates and taxes and miscellaneous expenses.

Tax expense

Tax expense comprises current tax expenses and deferred tax charges or credits.

Items of other comprehensive income

Items of other comprehensive income that will not be reclassified to profit or loss comprise remeasurement of defined benefit obligations and income tax thereon.

Results of Operations

The following table sets forth select financial data from the combined statement of profit and loss for the six months ended September 30, 2020 and for the financial years 2020, 2019 and 2018, the components of which are also expressed as a percentage of total income for such periods:

	Six months ended September 30, 2020		**Financial Year**					
			2020		**2019**		**2018**	
	(₹ in million)	***(% of total income)***	***(₹ in million)***	***(% of total income)***	***(₹ in million)***	***(% of total income)***	***(₹ in million)***	***(% of total income)***
Income:								
Revenue from operations	4,551.43	97.4%	9,567.06	97.5%	8,959.16	96.4%	8,218.46	94.9%
Other income	123.23	2.6%	246.89	2.5%	339.14	3.6%	444.05	5.1%
Total Income	**4,674.66**	**100%**	**9,813.95**	**100%**	**9,298.30**	**100%**	**8,662.51**	**100%**
Expenses:								
Cost of material consumed	5.31	0.1%	52.22	0.5%	49.48	0.5%	52.27	0.6%
Employee benefits expenses	152.50	3.3%	250.98	2.6%	141.12	1.5%	275.87	3.2%
Finance costs	3,484.60	74.5%	7,141.32	72.8%	4,403.59	47.4%	3,287.17	37.9%
Depreciation and amortization	606.29	13.0%	1,122.61	11.4%	957.11	10.3%	903.01	10.4%

	Six months ended September 30, 2020		Financial Year					
			2020		2019		2018	
	(₹ in million)	*(% of total income)*	*(₹ in million)*	*(% of total income)*	*(₹ in million)*	*(% of total income)*	*(₹ in million)*	*(% of total income)*
expenses								
Other expenses	1,164.01	24.9%	3,327.52	33.9%	3,205.95	34.5%	2,452.46	28.3%
Total Expenses	**5,412.71**	**115.8%**	**11,894.65**	**121.2%**	**8,757.25**	**94.2%**	**6,970.78**	**80.4%**
Profit/(Loss) before exceptional items and tax	**(738.05)**	**(15.8%)**	**(2,080.70)**	**(21.2%)**	**541.05**	**5.8%**	**1,691.73**	**19.6%**
Exceptional items	**-**	**-**	**2,495.01**	**25.4%**	**-**	**-**	**43.40**	**0.5%**
Profit/(Loss) before tax	**(738.05)**	**(15.8%)**	**414.31**	**4.2%**	**541.05**	**5.8%**	**1,735.13**	**20.1%**
Tax Expense:								
Current Tax								
-for current six months/ year	13.13	0.3%	80.11	0.8%	479.26	5.2%	508.03	5.9%
-for earlier years	-	-	239.17	2.4%	(21.14)	(0.2%)	36.20	0.4%
Deferred tax charge/ (credit)	(11.96)	(0.3%)	(56.19)	(0.6%)	240.38	2.6%	(419.94)	(4.8%)
Tax expense for the six months/ year	**1.17**	**0.0%**	**263.09**	**2.7%**	**698.50**	**7.6%**	**124.29**	**1.5%**
Profit/(Loss) for the six months/ year	**(739.22)**	**(15.8%)**	**151.22**	**1.5%**	**(157.45)**	**(1.8%)**	**1,610.84**	**18.6%**

Six months ended September 30, 2020

Total Income

Total income was ₹4,674.66 million for the six months ended September 30, 2020.

Revenue from operations. Revenue from operations was ₹4,551.43 million for the six months ended September 30, 2020, primarily comprising income from operating lease rentals of ₹3,066.79 million and income from maintenance services of ₹1,381.12 million; revenue from operations during the six months ended September 30, 2020 was adversely affected primarily by the low charge common area maintenance model selected by tenants on account of COVID-19 and since CIOP ceased to provide property management services to the Identified Assets with effect from September 1, 2020.

Set forth below are the Initial Portfolio's asset wise material components of revenue from operations:

Festus (for Kensington)

The revenue from operations of Festus (for Kensington) was ₹795.89 million for the six months ended September 30, 2020, comprising income from operating lease rentals of ₹716.95 million and income from maintenance services of ₹78.94 million.

Candor Kolkata (for Candor Techspace G2)

The revenue from operations of Candor Kolkata (for Candor Techspace G2) was ₹1,947.00 million for the six months ended September 30, 2020, comprising income from operating lease rentals of ₹1,281.44 million and income from maintenance services of ₹665.56 million.

SPPL Noida (for Candor Techspace N1)

The revenue from operations of SPPL Noida (for Candor Techspace N1) was ₹629.22 million for the six months ended September 30, 2020, primarily comprising income from operating lease rentals of ₹371.39 million and income from maintenance services of ₹250.21 million.

Candor Kolkata (for Candor Techspace K1)

The revenue from operations of Candor Kolkata (for Candor Techspace K1) was ₹1,083.42 million for the six months ended September 30, 2020, comprising income from operating lease rentals of ₹697.01 million and income from maintenance services of ₹386.41 million.

Other Income

Other income was ₹123.23 million for the six months ended September 30, 2020, primarily comprising interest income on fixed deposits with banks of ₹48.99 million, gain on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss of ₹43.20 million, interest on income tax refund of ₹9.30 million and other interest of ₹8.86 million.

Expenses

Cost of materials consumed. Cost of materials consumed was ₹5.31 million for the six months ended September 30, 2020, primarily on account of purchase of food and beverages items for onward sale to tenants.

Employee benefits expense. Employee benefits expense was ₹152.50 million for the six months ended September 30, 2020, primarily on account of salaries, wages and bonus of ₹141.24 million.

Finance costs. Finance costs were ₹3,484.60 million for the six months ended September 30, 2020, primarily on account of interest on term loan of ₹2,139.13 million, interest on compulsorily convertible debentures of ₹514.03 million, interest on non-convertible bonds of ₹238.77 million, interest on liability component of compound financial instrument of ₹293.30 million and other borrowing costs of ₹243.56 million.

Depreciation and amortization expenses. Depreciation and amortization expenses was ₹606.29 million for the six months ended September 30, 2020, primarily on account of depreciation of investment property of ₹597.54 million.

Other expenses. Other expenses were ₹1,164.01 million for the six months ended September 30, 2020, primarily on account of power and fuel expenses of ₹411.48 million, repair and maintenance expenses of ₹344.09 million and property management fees of ₹210.18 million; low repair and maintenance expenses and power and fuel expenses due to tenants having limited staff and operating hours on account of COVID-19 and a one-time consultancy charge that was incurred during the corresponding period in 2019 primarily reduced other expenses for the six months ended September 30, 2020.

Tax Expense

Tax expense was ₹1.17 million for the six months ended September 30, 2020, comprising deferred tax credit of ₹11.96 million and current tax expense for current period of ₹13.13 million.

Loss for the Period

As a result of the foregoing reasons, we had a loss for the period of ₹739.22 million for the six months ended September 30, 2020.

Financial Year 2020 compared to Financial Year 2019

Total Income

Total income increased by 5.5% to ₹9,813.95 million for the financial year 2020 from ₹9,298.30 million for the financial year 2019.

Revenue from operations. Revenue from operations increased by 6.8% to ₹9,567.06 million for the financial year 2020 from ₹8,959.16 million for the financial year 2019, primarily due to an increase in income from operating lease rentals to ₹5,954.49 million for the financial year 2020 from ₹5,381.34 million for the financial year 2019 and an increase in property management fees to ₹302.09 million for the financial year 2020 from ₹270.00 million for the financial year 2019.

Set forth below are reasons for the changes in the revenue from operations of each Initial Portfolio asset:

Festus (for Kensington)

The revenue from operations of Festus (for Kensington) increased by 3.2% to ₹1,616.43 million for the financial year 2020 from ₹1,566.69 million for the financial year 2019, primarily on account of:

(i) an increase in income from operating lease rentals to ₹1,488.36 million for the financial year 2020 from

₹1,394.32 million for the financial year 2019, primarily due to:

- lease rentals from leasing of additional area during the financial year 2019 which generated rental income for a part of such financial year but generated such income for the entire financial year 2020 amounting to ₹40.63 million; and

- the leasing of additional area during the financial year 2020, which accounted for an increase in lease rentals by ₹35.12 million;

which was partially offset by a decrease in income from maintenance services to ₹128.07 million for the financial year 2020 from ₹172.37 million for the financial year 2019, primarily due to credit notes issued.

Candor Kolkata (for Candor Techspace G2)

The revenue from operations of Candor Kolkata (for Candor Techspace G2) increased by 1.5% to ₹4,084.30 million for the financial year 2020 from ₹4,022.69 million for the financial year 2019, primarily on account of:

(i) an increase in income from operating lease rentals to ₹2,477.89 million for the financial year 2020 from ₹2,278.89 million for the financial year 2019, primarily due to:

- lease rentals from leasing of additional area during the financial year 2019 which generated rental income for a part of such financial year but generated such income for the entire financial year 2020 amounting to ₹55.09 million,

- contractual rent escalations in the existing leases, which generated additional rentals amounting to ₹81.00 million;

- the leasing of additional area during the financial year 2020, which accounted for an increase in lease rentals by ₹27.25 million; and

- contractual rent escalations in the existing leases during the financial year 2019, which generated additional rentals for a part of such financial year but generated such income for the entire financial year 2020, amounting to ₹45.95 million;

which was partially offset by a decrease in income from maintenance services to ₹1,606.41 million for the financial year 2020 from ₹1,743.80 million for the financial year 2019, primarily due to a decrease in expenses incurred for common area maintenance on account of cost rationalization measures undertaken.

SPPL Noida (for Candor Techspace N1)

The revenue from operations of SPPL Noida (for Candor Techspace N1) increased by 22.1% to ₹1,317.53 million for the financial year 2020 from ₹1,079.17 million for the financial year 2019, primarily on account of:

(i) an increase in income from operating lease rentals to ₹663.09 million for the financial year 2020 from ₹523.01 million for the financial year 2019, primarily due to:

- the leasing of additional area during the financial year 2020, which accounted for an increase in lease rentals by ₹65.58 million;

- lease rentals from leasing of additional area during the financial year 2019 which generated rental income for a part of such financial year but generated such income for the entire financial year 2020 amounting to ₹32.40 million; and

- contractual rent escalations in the existing leases during the financial year 2019, which generated additional rentals for a part of such financial year but generated such income for the entire financial year 2020, amounting to ₹9.58 million.

(ii) an increase in income from maintenance services to ₹588.33 million for the financial year 2020 from ₹496.29 million for the financial year 2019, primarily due to an increase in the leasing of additional area, recognition of income from maintenance services for leases which were entered into during the financial year 2019 for the entire financial year 2020 and an increase in billing tenants for usage of services outside agreed upon hours.

Candor Kolkata (for Candor Techspace K1)

The revenue from operations of Candor Kolkata (for Candor Techspace K1) increased by 11.2% to ₹2,246.71 million for the financial year 2020 from ₹2,020.61 million for the financial year 2019, primarily on account of:

(i) an increase in income from operating lease rentals to ₹1,325.15 million for the financial year 2020 from ₹1,185.12 million for the financial year 2019, primarily due to:

- the leasing of additional area during the financial year 2020, which accounted for an increase in lease rentals by ₹96.73 million;

- contractual rent escalations in the existing leases, which generated additional rentals amounting to ₹15.89 million;

- lease rentals from leasing of additional area during the financial year 2019 which generated rental income for a part of such financial year but generated such income for the entire financial year 2020 amounting to ₹19.20 million; and

- contractual rent escalations in the existing leases during the financial year 2019, which generated additional rentals for a part of such financial year but generated such income for the entire financial year 2020, amounting to ₹9.71 million;

(ii) an increase in income from maintenance services to ₹921.56 million for the financial year 2020 from ₹835.49 million for the financial year 2019, primarily due to an increase in the leasing of additional area, recognition of income from maintenance services for leases which were entered into during the financial year 2019 for the entire financial year 2020 and an increase in billing tenants for usage of services outside agreed upon hours.

Other Income

Other income decreased by 27.2% to ₹246.89 million for the financial year 2020 from ₹339.14 million for the financial year 2019, primarily on account of a decrease in interest income on inter corporate deposits to nil for the financial year 2020 from ₹230.36 million for the financial year 2019, which was partially offset by an increase in interest income on fixed deposits to ₹106.52 million for the financial year 2020 from ₹28.03 million for the financial year 2019 and an increase in gain on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss to ₹99.40 million for the financial year 2020 from nil for the financial year 2019.

Expenses

Cost of materials consumed. Cost of materials consumed increased by 5.5% to ₹52.22 million for the financial year 2020 from ₹49.48 million for the financial year 2019, primarily on account of an increase in the volume of food and beverage items purchased for onward sale to tenants.

Employee benefits expense. Employee benefits expense increased by 77.8% to ₹250.98 million for the financial year 2020 from ₹141.12 million for the financial year 2019, primarily on account of an increase in average number of employees to 92 during the financial year 2020 as compared to 59 during the financial year 2019 as a result of the acquisition of Festus on May 27, 2019 resulting in an increase in salaries, wages and bonus to ₹228.93 million for the financial year 2020 from ₹128.83 million for the financial year 2019.

Finance costs. Finance costs increased by 62.2% to ₹7,141.32 million for the financial year 2020 from ₹4,403.59 million for the financial year 2019, primarily as a result of an increase in average principal amount of outstanding indebtedness during the financial year 2020 as compared to the financial year 2019. The primary reasons for the increase in finance costs were:

- an increase in interest cost on non-convertible bonds to ₹2,243.16 million for the financial year 2020 as compared to ₹467.71 million during financial year 2019 on account of bonds issued by Candor Kolkata in January, 2019 in connection with the acquisition of Candor Gurgaon 2;

- an increase in interest on compulsorily convertible debentures to ₹1,078.91 million for the financial year 2020 as compared to ₹254.87 million during financial year 2019 on account of compulsorily convertible debentures issued by Candor Kolkata (Candor Techspace K1) in January, 2019 in connection with the acquisition of Candor Gurgaon 2; and

- an increase in interest on liability component of compound financial instrument to ₹290.33 million for the financial year 2020 as compared to ₹88.41 million during financial year 2019 on account of compulsorily convertible debentures issued by Festus during the financial year 2020.

Depreciation and amortization expenses. Depreciation and amortization expenses increased by 17.3% to ₹1,122.61 million for the financial year 2020 from ₹957.11 million for the financial year 2019, primarily as a result of an increase in depreciation of investment property to ₹1,106.95 million for the financial year 2020 from ₹942.10 million for the financial year 2019 due to an increase in the asset base pursuant to the completion of construction of buildings at Candor Kolkata (for Candor Techspace G2) and SPPL Noida (for Candor Techspace N1).

Other expenses. Other expenses increased by 3.8% to ₹3,327.52 million for the financial year 2020 from ₹3,205.95 million for the financial year 2019, primarily as a result of an increase in legal and professional expense to ₹466.66 million for the financial year 2020 from ₹170.72 million for the financial year 2019 on account of a one-time consultancy charge incurred, which was partially offset by a decrease in power and fuel expense to ₹1,166.85 million for the financial year 2020 from ₹1,313.72 million for the financial year 2019 on account of the commissioning of a 66 KVA sub-station at Candor Kolkata (for Candor Techspace G2) resulting in a reduction in the consumption of diesel to generate power.

Exceptional Items

Exceptional items during the financial year 2020 comprise loss allowance on doubtful advances written back of ₹1,669.32 million in relation to the recovery of an inter-corporate deposit and related interest income on inter corporate deposits of ₹825.69 million. Such inter corporate deposits were given by Candor Kolkata (for Candor Techspace G2).

Tax Expense

Tax expense decreased to ₹263.09 million for the financial year 2020 from ₹698.50 million for the financial year 2019. Tax expenses for the financial year 2020 comprised current tax expense of ₹319.28 million and a deferred tax credit of ₹56.19 million. Tax expenses for the financial year 2019 comprised current tax expense of ₹458.12 million and a deferred tax charge of ₹240.38 million. The decrease in tax expense was primarily on account of synergies in tax levy due to merger of Candor Gurgaon 2 with Candor Kolkata.

Profit/Loss for the year

As a result of the foregoing reasons, we had a profit for the year of ₹151.22 million for the financial year 2020 as compared to a loss for the year of ₹157.45 million for the financial year 2019.

Financial Year 2019 compared to Financial Year 2018

Total Income

Total income increased by 7.3% to ₹9,298.30 million for the financial year 2019 from ₹8,662.51 million for the financial year 2018.

Revenue from operations. Revenue from operations increased by 9.0% to ₹8,959.16 million for the financial year 2019 from ₹8,218.46 million for the financial year 2018, primarily due to an increase in income from operating lease rentals to ₹5,381.34 million for the financial year 2019 from ₹5,027.97 million for the financial year 2018 and an increase in income from maintenance services to ₹3,247.95 million for the financial year 2019 from ₹2,905.02 million for the financial year 2018.

Set forth below are reasons for the changes in the revenue from operations of each Initial Portfolio asset:

Festus (for Kensington)

The revenue from operations of Festus (for Kensington) increased by 3.6% to ₹1,566.69 million for the financial year 2019 from ₹1,512.15 million for the financial year 2018, primarily on account of an increase in income from maintenance services to ₹172.37 million for the financial year 2019 from ₹66.19 million for the financial year 2018, since common area maintenance was charged at cost as well as a margin on such cost during the financial year 2019 as compared to a fixed charge of ₹4 psf during the financial year 2018.

Candor Kolkata (for Candor Techspace G2)

The revenue from operations of Candor Kolkata (for Candor Techspace G2) increased by 7.0% to ₹4,022.69 million for the financial year 2019 from ₹3,757.94 million for the financial year 2018, primarily on account of:

(i) an increase in income from operating lease rentals to ₹2,278.89 million for the financial year 2019 from ₹2,108.76 million for the financial year 2018, primarily due to:

- the leasing of additional area during the financial year 2019, which accounted for an increase in lease rentals by ₹105.31 million; and

- lease rentals from leasing of additional area during the financial year 2018 which generated rental income for a part of such financial year but generated such income for the entire financial year 2019 amounting to ₹47.25 million.

(ii) an increase in income from maintenance services to ₹1,743.80 million for the financial year 2019 from ₹1,649.18 million for the financial year 2018, primarily due to an annual increase in rates charged for common area maintenance, leasing of additional area and the recognition of income from maintenance services for leases entered into during the financial year 2018 for the entire financial year 2019.

SPPL Noida (for Candor Techspace N1)

The revenue from operations of SPPL Noida (for Candor Techspace N1) increased by 25.2% to ₹1,079.17 million for the financial year 2019 from ₹861.83 million for the financial year 2018, primarily on account of:

(i) an increase in income from operating lease rentals to ₹523.01 million for the financial year 2019 from ₹394.93 million for the financial year 2018, primarily due to:

- lease rentals from leasing of additional area during the financial year 2018 which generated rental income for a part of such financial year but generated such income for the entire financial year 2019 amounting to ₹56.88 million; and

- the leasing of additional area during the financial year 2019, which accounted for an increase in lease rentals by ₹47.01 million.

(ii) an increase in income from maintenance services to ₹496.29 million for the financial year 2019 from ₹407.50 million for the financial year 2018, primarily due to an increase in leasing of additional area, recognition of income from maintenance services for leases entered into during the financial year 2018 for the entire financial year 2019 and an increase in billing tenants for usage of services outside agreed upon hours.

Candor Kolkata (for Candor Techspace K1)

The revenue from operations of Candor Kolkata (for Candor Techspace K1) increased by 8.6% to ₹2,020.61 million for the financial year 2019 from ₹1,860.46 million for the financial year 2018, primarily on account of:

(i) an increase in income from operating lease rentals to ₹1,185.12 million for the financial year 2019 from ₹1,078.32 million for the financial year 2018, primarily due to:

- lease rentals from leasing of additional area during the financial year 2018 which generated rental income for a part of such financial year but generated such income for the entire financial year 2019 amounting to ₹44.80 million; and

- the leasing of additional area which accounted for an increase in lease rentals by ₹17.98 million.

(ii) an increase in income from maintenance services to ₹835.49 million for the financial year 2019 from ₹782.14 million for the financial year 2018, primarily due to an increase in leasing of additional area, recognition of income from maintenance services for leases entered into during the financial year 2018 for the entire financial year 2019 and an increase in billing tenants for usage of services outside agreed upon hours.

Other Income

Other income decreased by 23.6% to ₹339.14 million for the financial year 2019 from ₹444.05 million for the financial year 2018, primarily on account of a decrease in interest income on inter corporate deposits to ₹230.36 million for the financial year 2019 from ₹303.98 million for the financial year 2018 and a decrease in interest income on fixed deposits with banks to ₹28.03 million for the financial year 2019 from ₹42.75 million for the financial year 2018.

Expenses

Cost of materials consumed. Cost of materials consumed decreased by 5.3% to ₹49.48 million for the financial year 2019 from ₹52.27 million for the financial year 2018, primarily on account of a reduction in the volume of food and beverage items purchased for onward sale to tenants.

Employee benefits expense. Employee benefits expense decreased by 48.8% to ₹141.12 million for the financial year 2019 from ₹275.87 million for the financial year 2018, primarily on account of the reduction of 22 employees who joined Brookprop Management Services Private Limited with effect from April 1, 2018. The average number of our employees was 59 during the financial year 2019 as compared to 66 during the financial year 2018.

Finance costs. Finance costs increased by 34.0% to ₹4,403.59 million for the financial year 2019 from ₹3,287.17 million for the financial year 2018, primarily as a result of an increase in average principal amount of outstanding indebtedness during the financial year 2019 as compared to the financial year 2018. The primary reasons for the increase in finance costs were:

- an increase in interest cost on non-convertible bonds to ₹467.71 million for the financial year 2019 as compared to nil during financial year 2018 on account of bonds issued by Candor Kolkata in January 2019 in connection with the acquisition of Candor Gurgaon 2;

- an increase in interest on compulsorily convertible debentures to ₹254.87 million for the financial year 2019 as compared to nil during financial year 2018 on account of compulsorily convertible debentures issued by Candor Kolkata (Candor Techspace K1) in January 2019 in connection with the acquisition of Candor Gurgaon 2; and

- an increase in interest on term loans to ₹3,302.69 million for the financial year 2019 from ₹3,037.80 million for the financial year 2018 due to an increase in the outstanding amount of borrowings.

Depreciation and amortization expenses. Depreciation and amortization expenses increased by 6.0% to ₹957.11 million for the financial year 2019 from ₹903.01 million for the financial year 2018, primarily as a result of an increase in depreciation of investment property to ₹942.10 million for the financial year 2019 from ₹890.41 million for the financial year 2018 due to an increase in the asset base pursuant to the completion of construction of buildings at Candor Kolkata (for Candor Techspace K1) and SPPL Noida (for Candor Techspace N1).

Other expenses. Other expenses increased by 30.7% to ₹3,205.95 million for the financial year 2019 from ₹2,452.46 million for the financial year 2018, primarily as a result of:

- an increase in property management fees to ₹346.23 million for the financial year 2019 from ₹145.56 million for the financial year 2018, primarily on account of property management fees payable by CIOP to Brookprop Management Services Private Limited amounting to ₹195.00 million pursuant to a service agreement which was entered into on June 29, 2018;

- an increase in deposits/ assets written off amounting to ₹160.63 million for the financial year 2019 as compared to nil for the financial year 2018 and an increase in advances written off to ₹77.29 million for the financial year 2019 from ₹0.99 million for the financial year 2018. These deposits and advances were made by the previous owner of SPPL Noida to a bank;

- an increase in power and fuel expenses to ₹1,313.72 million for the financial year 2019 from ₹1,211.80 million for the financial year 2018 consistent with the increase in area leased at the Initial Portfolio assets;

- an increase in repair and maintenance expenses to ₹660.16 million for the financial year 2019 from ₹614.89 million for the financial year 2018 consistent with the increase in area leased at the Initial Portfolio; and

- an increase in rates and taxes to ₹152.17 million for the financial year 2019 from ₹101.75 million for the financial year 2018.

Tax Expense

Tax expense increased to ₹698.50 million for the financial year 2019 from ₹124.29 million for the financial year 2018. Tax expenses for the financial year 2019 comprised current tax expense of ₹458.12 million and a deferred tax charge of ₹240.38 million. Tax expenses for the financial year 2018 comprised current tax expense of ₹544.23 million and a deferred tax credit of ₹419.94 million. Tax expenses were lower during the financial year 2018 primarily on account of a reduction in the applicable tax rate from 34.6% to 29.1%.

Profit/ Loss for the year

As a result of the foregoing reasons, there was a loss for the year of ₹157.45 million for the financial year 2019 compared to a profit for the year of ₹1,610.84 million for the financial year 2018.

Liquidity, Cash Flows and Capital Resources

Liquidity is a measure of our ability to meet potential cash requirements, including ongoing commitments to pay interest on and repay principal under outstanding indebtedness, develop and maintain the Initial Portfolio assets, maintain sufficient working capital, provide for costs to acquire properties, make distributions to the Unitholders and other general business needs. As of September 30, 2020, we had cash and cash equivalents of ₹1,011.28 million, comprising balance with banks in current and deposit accounts. Our Manager expects to meet our working capital and cash flow requirements for the next 12 months, primarily from (i) cash flows from business operations, (ii) cash and bank balances, (iii) short term and long term borrowing from banks, financial institutions, investors, or as may be permitted under the REIT Regulations; and (iv) proceeds from offering of Units pursuant to the Issue.

The table below sets forth a selected summary of the statement of cash flows for the six months ended September 30, 2020 and the financial years 2020, 2019 and 2018:

(₹ in million)

Particulars	Six months ended September 30, 2020	Financial Year		
		2020	2019	2018
Net cash flows generated from operating activities	3,168.70	5,322.13	5,075.86	4,148.63
Net cash flow generated from/(used in) investing activities	(186.10)	980.26	(20,534.90)	(622.03)
Net cash flow (used in)/ generated from financing activities	(5,236.74)	(4,362.48)	15,694.24	(4,494.62)
Net increase/(decrease) in cash and cash equivalents	(2,254.14)	1,939.91	235.20	(968.02)
Cash and cash equivalents at the end of the six months/ year	1,011.28	3,265.42	1,325.51	1,090.31

Operating Activities

Net cash generated from operating activities was ₹3,168.70 million for the six months ended September 30, 2020. Our loss before tax was ₹738.05 million, which was adjusted for non-cash and other items by a net amount of ₹3,882.35 million, primarily for finance cost of ₹3,484.60 million and depreciation and amortisation expense of ₹606.29 million. The changes in working capital for the six months ended September 30, 2020, primarily comprised a decrease in current financial assets-trade receivables of ₹163.06 million and an increase in other current and non current liabilities of ₹62.23 million, which was partially offset by a decrease in current and non current financial liabilities – others of ₹103.37 million. We also paid income tax (net of refund) of ₹158.43 million.

Net cash generated from operating activities was ₹5,322.13 million for the financial year 2020. Our profit before tax was ₹414.31 million, which was adjusted for non-cash and other items by a net amount of ₹5,466.80 million, primarily for finance cost of ₹7,141.32 million and depreciation and amortisation expense of ₹1,122.61 million. The changes in working capital for the financial year 2020, primarily comprised an increase in other current and non current liabilities of ₹193.53 million primarily attributable to advance from customers and statutory dues and a decrease in current financial assets-trade receivables of ₹69.62 million, which was partially offset by a decrease in current financial liabilities-trade payables of ₹68.92 million. We also paid income tax (net of refund) of ₹757.63 million.

Net cash generated from operating activities was ₹5,075.86 million for the financial year 2019. Our profit before tax was ₹541.05 million, which was adjusted for non-cash and other items by a net amount of ₹5,199.07 million, primarily for finance cost of ₹4,403.59 million and depreciation and amortisation expense of ₹957.11 million. The changes in working capital for the financial year 2019, primarily comprised an increase in current financial assets-trade receivables of ₹266.34 million, an increase in current and non current financial assets-loans of ₹254.43 million primarily attributable to security deposits given by Festus and a decrease in current financial liabilities-trade payables of ₹119.27 million, which was partially offset by an increase in current and non current financial liabilities-others of ₹318.00 million primarily attributable to security deposits received from Kairos Property Managers Private Limited and occupants. We also paid income tax (net of refund) of ₹622.88 million.

Net cash generated from operating activities was ₹4,148.63 million for the financial year 2018. Our profit before tax was ₹1,735.13 million, which was adjusted for non-cash and other items by a net amount of ₹3,614.14 million, primarily for finance cost of ₹3,287.17 million and depreciation and amortisation expense of ₹903.01 million. The changes in working capital for the financial year 2018, primarily comprised decrease in other current and non current liabilities of ₹618.41 million primarily attributable to statutory dues, increase in current and non current financial assets-other of ₹171.46 million primarily attributable to un-billed revenue and lease equalization reserve, which was partially offset by an increase in current and non current financial liabilities-others of ₹241.95 million primarily attributable to security deposits from occupants and an increase in current financial liabilities-trade payables of ₹139.31 million. We also paid income tax (net of refund) of ₹679.35 million.

Investing Activities

Net cash used in investing activities was ₹186.10 million for the six months ended September 30, 2020, primarily comprising fixed deposits made of ₹261.26 million and expenditure incurred on investment property of ₹410.80 million primarily incurred towards the construction of buildings for Candor Kolkata (for Candor Techspace G2) and SPPL Noida (for Candor Techspace N1), which was partially offset by fixed deposits matured of ₹445.07 million.

Net cash generated from investing activities was ₹980.26 million for the financial year 2020, primarily on account of inter corporate deposits given, received back of ₹1,500.00 million and interest received on inter corporate deposits of ₹995.01 million relating to the recovery of inter corporate deposits and interest thereon which was given by Candor Kolkata (for Candor Techspace G2), and fixed deposits matured of ₹1,596.46 million, which was partially offset by expenditure incurred on investment property of ₹1,678.20 million primarily incurred towards the construction of buildings for Candor Kolkata (for Candor Techspace G2) and SPPL Noida (for Candor Techspace N1) and fixed deposits made of ₹1,525.32 million.

Net cash used in investing activities was ₹20,534.90 million for the financial year 2019, primarily comprising investment in equity instruments of ₹20,400.00 million in relation to the acquisition of equity shares of Candor Gurgaon 2 and expenditure incurred on investment property of ₹3,184.66 million primarily incurred towards the construction of buildings for Candor Kolkata (for Candor Techspace K1) and SPPL Noida (for Candor Techspace N1), which was partially offset by inter corporate deposits received back of ₹2,790.55 million.

Net cash used in investing activities was ₹622.03 million for the financial year 2018, primarily comprising expenditure incurred on investment property of ₹1,042.63 million primarily incurred towards the construction of buildings for Candor Kolkata (for Candor Techspace G2) and SPPL Noida (for Candor Techspace N1), inter corporate deposits given of ₹270.00 million to SDPL Noida and making of fixed deposits of ₹210.91 million which was partially offset by interest received on inter corporate deposits of ₹389.26 million.

Financing Activities

Net cash used in financing activities was ₹5,236.74 million for the six months ended September 30, 2020, primarily comprising repayment of non convertible bonds of ₹21,000 million and finance cost paid of ₹3,982.54 million, which was partially offset by proceeds from long-term borrowings of ₹23,080.00 million.

Net cash used in financing activities was ₹4,362.48 million for the financial year 2020, primarily comprising repayment of long-term borrowings of ₹7,378.32 million and finance cost paid of ₹6,223.91 million, which was partially offset by proceeds from long-term borrowings of ₹6,422.17 million.

Net cash generated from financing activities was ₹15,694.24 million for the financial year 2019, primarily comprising proceeds from non convertible bonds of ₹21,000.00 million issued by Candor Kolkata and proceeds from long-term borrowings of ₹16,116.39 million, which was partially offset by repayment of long-term borrowings of ₹19,659.36 million and finance cost paid of ₹4,376.27 million.

Net cash used in financing activities was ₹4,494.62 million for the financial year 2018, primarily comprising finance cost paid of ₹3,490.63 million, payment of dividend of ₹2,929.32 million and repayment of long-term borrowings of ₹2,673.65 million which was partially offset by proceeds from long-term borrowings of ₹4,804.10 million.

Indebtedness

As of September 30, 2020, total outstanding borrowings, including interest accrued thereon was ₹69,790.15 million. The following table sets forth details of the borrowings as of the dates indicated:

(*₹ in million*)

Category of borrowing	September 30, 2020	March 31, 2020	March 31, 2019	March 31, 2018
Non-current financial liabilities - Borrowings	68,455.45	66,688.48	61,971.52	33,458.03
Current financial liabilities-Short term borrowings	-	1,741.42	2,621.68	-
Interest accrued but not due on unsecured compulsorily convertible Debentures	271.95	288.78	182.67	-
Interest accrued and not due on borrowings	-	8.97	527.83	439.82
Current maturities of secured long term borrowings	1,062.75	793.01	4,049.93	5,418.53
Total	**69,790.15**	**69,520.66**	**69,353.63**	**39,316.38**

Capital Expenditure

Capital expenditure comprises of addition (net of cost of items disposed) to property, plant and equipment and intangible assets, investment property and investment property under development and finance cost thereon. The following table sets forth details of the capital expenditure incurred for the relevant years:

(₹ in million)

Asset	Six months ended September 30, 2020	Financial Year		
		2020	2019	2018
Festus (for Kensington)	11.98	37.33	6.47	47.14
Candor Kolkata (for Candor Techspace G2)	104.81	785.51	411.72	443.06
SPPL Noida (for Candor Techspace N1)	259.70	1,116.38	1,525.75	651.97
Candor Kolkata (for Candor Techspace K1)	106.03	296.47	1,804.60	363.73
CIOP	-	-	(0.28)	1.37
Total	**482.52**	**2,235.69**	**3,748.26**	**1,507.27**

Planned Capital Expenditure

Our planned capital expenditure as of September 30, 2020 was ₹9,688 million, primarily towards upgrade and construction activities for Candor Kolkata (for Candor Techspace G2 and Candor Techspace K1) and SPPL Noida (for Candor Techspace N1), as illustrated in the table below:

Name of Asset	Tower	Amount (*₹ in million*)	Expected Completion
Candor Kolkata (for Candor Techspace G2)	Landscaping and other upgrades	97	April 2022

Name of Asset	Tower	Amount (₹ *in million*)	Expected Completion
	Proposed tower	350	June 2023
SPPL Noida (for Candor Techspace N1)	Amenity Block III	362	September 2021
	Ongoing campus works	274	April 2021
	Upgrades	35	April 2021
	Tower 4B	2,002	April 2024
	Tower 4A	2,266	April 2025
Candor Kolkata (for Candor Techspace K1)	Food court and other upgrades	227	June 2021
	Tower D I	1,226	September 2024
	Commercial 1	2,206	July 2023
	Multi-level car park	500	June 2024
Festus (for Kensington)	Lobby, food court and other upgrades	143	March 2023
Total		**9,688**	

Contractual Obligations and Commitments

The following table sets forth a summary of the maturity profile of our contractual obligations, as of September 30, 2020:

(₹ *in million*)

	Payments due by period			
	Total	**Less than 1 year**	**1-3 years**	**3-5 years**
Security Deposits	3,643.84	2,212.37	878.22	553.25
Trade Payables	594.88	594.88	-	-
Capital Creditors	375.25	375.25	-	-
Capital Commitment	657.59	657.59	-	-
Total	**5,271.56**	**3,840.09**	**878.22**	**553.25**

The capital commitments (net of advances) were ₹657.59 million, as of September 30, 2020, which are related to capital expenditure upgrades for Candor Kolkata (for Candor Techspace G2 and Candor Techspace K1) and SPPL Noida (for Candor Techspace N1).

Contingent Liabilities

As of September 30, 2020, our contingent liabilities were as follows:

(₹ *in million*)

Particulars	As of September 30, 2020
Claims against the special purpose vehicles not acknowledged as debt in respect of income tax matters	785.80
Claims against the special purpose vehicles not acknowledged as debt in respect of indirect tax	2.67
Total	**788.47**

Non Ind AS Measures

Our Manager believes that the presentation of certain non-Ind AS measures provides useful information to prospective investors regarding the performance and trends related to our results of operations and accordingly, our Manager believes that when non-Ind AS financial information is viewed with Ind AS financial information, prospective investors are provided with a more meaningful understanding of our ongoing operating performance and financial results. However, these financial measures are not measures determined based on Ind AS, IFRS or any other internationally accepted accounting principles, and prospective investors should not consider such items as an alternative to the historical financial results or other indicators of our cash flow based on Ind AS. The non-Ind AS financial measures included herein, may not be directly comparable with metrics bearing similar names as presented by other entities due to differences in the way such non-Ind AS financial measures are calculated.

Net Operating Income

Our Manager calculates NOI as revenue from operations (which includes (i) income from operating lease rentals; (ii) income from maintenance services; (iii) property management fees; and (iv) sale of food and beverages) less direct operating expenses. Direct operating expenses include (i) property management fees; (ii) brokerage; (iii) facility usage charges; (iv) power and fuel; (v) lease rent; and (vi) cost of materials consumed; and (vii) a portion of repair and maintenance, legal and professional fees, insurance, rates and taxes and miscellaneous expenses, which are directly incurred in relation to the commercial properties of the respective Asset SPVs.

Our Manager uses NOI internally as a performance measure and believes it provides useful information to investors regarding our financial condition and results of operations because it provides a direct measure of the operating results of our business. We therefore consider NOl to be a meaningful supplemental financial measure of our performance when considered with the Condensed Combined Financial Statements determined in accordance with Ind AS. However, NOI does not have a standardised meaning, nor is it a recognized measure under Ind AS or IFRS, and may not be comparable with measures with similar names presented by other companies/REITs. NOI should not be considered by itself or as a substitute for comparable measures under Ind AS or IFRS or other measures of operating performance, liquidity or ability to pay dividends. Accordingly, there can be no assurance that our basis for computing this non-Ind AS measure is comparable with that of other companies/REITs.

Earnings before interest costs, taxes, depreciation and amortization

EBITDA is a supplemental measure of performance that is not required by, nor presented in accordance with, Ind AS or IFRS. EBITDA is not a measurement of financial performance or liquidity under Ind AS, IFRS or any other internationally accepted accounting principles, and should not be considered as an alternative to profit or any other performance measures derived in accordance with Ind AS, nor as an alternative to cash flow from operating activities as a measure of liquidity. In addition, EBITDA is not a standardized term, hence, a direct comparison between companies/REITs using this term may not be possible. EBITDA is presented because our Manager believes that it is frequently used by securities analysts, investors and other interested parties in evaluating companies/REITs.

The following table presents reconciliation of historical NOI and EBITDA:

(*₹ in million*)

Particulars	Six months ended September 30, 2020	Financial Year		
		2020	2019	2018
Profit / (Loss) for the six months/ year	**(739.22)**	**151.22**	**(157.45)**	**1,610.84**
Income Tax expense	1.17	263.09	698.50	124.29
Profit / (Loss) before income tax	**(738.05)**	**414.31**	**541.05**	**1,735.13**
Add: Finance costs	3,484.60	7,141.32	4,403.59	3,287.17
Add: Depreciation and amortization expense	606.29	1,122.61	957.11	903.01
Earnings before interest, tax, depreciation and amortization ("EBITDA")	**3,352.84**	**8,678.24**	**5,901.75**	**5925.31**
Less: Exceptional items	-	(2,495.01)	-	(43.40)
Adjusted Earnings before interest, tax, depreciation and amortization ("Adjusted EBITDA")	**3,352.84**	**6,183.23**	**5,901.75**	**5,881.91**
Less: Other income	(123.23)	(246.89)	(339.14)	(444.05)
Add: Employee benefits expenses and Other expenses excluding property management fees, brokerage, facility usage charges, power and fuel and lease rent^	660.97	1,933.67	1,584.59	1,243.73
Less: Repair and maintenance*	(340.04)	(860.93)	(655.84)	(610.63)
Less: Other expenses**	(103.67)	(245.65)	(207.77)	(168.53)
Net Operating Income (NOI)	**3,446.87**	**6,763.43**	**6,283.59**	**5,902.43**

^ *For the six months ended September 30, 2020, property management fees paid by CIOP to the Manager and brokerage expenses amortized as per Ind AS are not excluded from other expenses whereas the employee benefits expenses have not been added back.*

**Corresponds to a portion of repair and maintenance expenses line item shown on the Condensed Combined Financial Statements, which comprises expenses incurred in relation to the repair and maintenance of investment property on operating lease, which is considered to be part of our direct operating cost pursuant to the lease agreements with the customers.*

***Other expenses include portion of expenses incurred on legal and professional fees, insurance, rates and taxes and* *miscellaneous expenses, which are considered to be part of our direct operating cost as such costs are incurred in relation to the revenue earned from the properties.*

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements, derivative instruments, swap transactions or relationships with affiliates or other unconsolidated entities or financial partnerships that would have been established for the purpose of facilitating off-balance sheet arrangements.

Significant Accounting Policies

Use of judgments and estimates

The preparation of Condensed Combined Financial Statements in conformity with generally accepted accounting principles in India requires our Manager to make estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Actual results could differ from those estimates.

Estimated and underlying assumptions are reviewed on a periodic basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

Information about significant areas of estimation uncertainty and critical judgments in applying accounting policies that have the most significant effect on the amounts recognized in the Condensed Combined Financial Statements is included in the following notes:

- determination of useful life and residual values of investment property and property, plant and equipment;
- classification of assets as investment property or as property, plant and equipment;
- determination of recoverable amount/ fair value of investment property, statement of net assets at fair value, statement of total return at fair value;
- impairment of financial assets, property, plant and equipment and intangible assets;
- recognition and measurement of provisions for contingencies and disclosure of contingent liabilities;
- determination of lease term;
- fair valuation of embedded derivatives;
- accounting of compound financial instrument; and
- recognition/ recoverability of deferred tax assets.

Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether that price is directly observable or estimated using another valuation technique. In estimating the fair value of an asset or a liability, we take into account the characteristics of the asset or liability and how market participants would take those characteristics into account when pricing the asset or liability at the measurement date.

Inputs to fair value measurement techniques are disaggregated into three hierarchical levels, which are directly based on the degree to which inputs to fair value measurement techniques are observable by market participants:

- Level 1: inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.
- Level 2: inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the asset's or liability's anticipated life.

- Level 3: inputs are unobservable and reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs in determining the estimate.

Fair value measurements are adopted by us to calculate the carrying amounts of various assets and liabilities.

Investment properties

Recognition and measurement

Investment property consists of commercial properties which are primarily held to earn rental income and commercial developments that are being constructed or developed for future use as commercial properties. The cost of commercial development properties includes direct development costs, realty taxes and borrowing costs directly attributable to the development. Subsequent to initial recognition, investment property is measured at cost less accumulated depreciation and impairment losses, if any.

Equipment and furnishings physically attached and integral to a building are considered to be part of the investment property.

Subsequent expenditure and disposal

Subsequent expenditure is capitalized to the investment property's carrying amount only when it is probable that future economic benefits associated with the expenditure will flow to us and the cost of the item can be measured reliably. The cost of the assets not ready for its intended use before such date, are disclosed as investment property under development. All other repairs and maintenance costs are expensed when incurred. When part of an investment property is replaced, the carrying amount of the replaced part is derecognized.

Any gain or loss from disposal of an investment property is recognized in the statement of profit and loss.

Depreciation

Investment property are depreciated using the straight-line method over their estimated useful lives. The useful lives of the assets have been determined by our Manager after considering nature of the assets, the estimated usage of the assets, the operating conditions of the assets, past history of replacement and maintenance support.

The asset's residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

The useful lives of the investment property is tabulated as below:

Particulars	Useful Life (In Years)
Buildings	60
Plant and Machinery	4 – 15
Furniture and Fixtures	10 – 12
Electrical fittings	4 – 15
Diesel generator sets	15 – 25
Air conditioners	5 – 15
Office Equipment	5 – 12
Kitchen Equipment	5
Computers	3 – 6
Right of Use (Leasehold Land)	As per lease term

On transition to Ind AS, we have elected to continue with the carrying value of all of our investment property recognized as at transition date, measured as per the previous GAAP and use that carrying value as the deemed cost of such investment property.

The fair value of investment property is disclosed in the statement of net assets at fair value. Fair values are determined by an independent valuer who holds a recognized and relevant professional qualification and has recent experience in the location and category of the investment property being valued.

Property, plant and equipment and intangible assets

Recognition and measurement

Property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses, if any. Cost of an item of property, plant and equipment comprises the purchase price, including import duties and other non-refundable purchase taxes and any directly attributable cost of bringing the asset to its working condition for its intended use. Any trade discounts and rebates are deducted in arriving at the purchase price.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items (major components) of property, plant and equipment. Likewise, on initial recognition expenditure to be incurred towards major inspections and overhauls are required to be identified as a separate component and depreciated over the expected period till the next overhaul expenditure.

Subsequent expenditure and disposal

Subsequent expenditure is capitalized to the property, plant and equipment's carrying amount only when it is probable that future economic benefits associated with the expenditure will flow to us and the cost of the item can be measured reliably. All other repairs and maintenance costs are expensed when incurred. When part of a property, plant and equipment is replaced, the carrying amount of the replaced part is derecognized. Any gain or loss from disposal of a property, plant and equipment is recognized in the statement of profit and loss.

Depreciation

Property, plant and equipment are depreciated using the straight-line method over their estimated useful lives. The useful life has been determined by our Manager after considering nature of the assets, the estimated usage of the assets, the operating conditions of the assets, past history of replacement and maintenance support.

The asset's residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. Depreciation on additions (disposals) is provided on pro-rata basis i.e. from (up to) the date on which asset is ready for use (disposed off). Leasehold improvements are depreciated over primary period of lease or the useful life of the asset, whichever is lower.

Estimated useful lives of items of property, plant and equipment are tabulated as follows:

Particulars	Useful Life (In Years)
Buildings	60
Plant and Machinery	5 – 20
Furniture and Fixtures	5 – 14
Electrical fittings	10
Air conditioners	5 – 15
Office Equipment	4 – 15
Kitchen Equipment	5
Vehicle	8
Computers	3 – 14
Computer Software	5

Intangible assets comprise purchase of software. Intangible assets are carried at cost and amortized over a period of five years, which represents the period over which we expect to derive economic benefits from the use of the assets.

The estimated useful life of the intangible assets and the amortization period are reviewed at the end of each reporting period and the amortization period is revised to reflect the changed pattern, if any.

On transition to Ind AS, we have elected to continue with the carrying value of all of our property, plant and equipment and intangible assets recognized as at transition date, measured as per the previous GAAP, and use that carrying value as the deemed cost of such property, plant and equipment and intangible assets.

Leases

At inception of a contract, we assess whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, we assess whether:

- the contract involves the use of an identified asset – this may be specified explicitly or implicitly, and should be physically distinct or represent substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;
- we have the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and
- we have the right to direct the use of the asset. We have this right when we have the decision making rights that are most relevant to changing how and for what purpose the asset is used. In rare cases where the decision about how and for what purpose the asset is used is predetermined, we have the right to direct the use of the asset if either:
  - o we have the right to operate the asset; or
  - o we have designed the asset in a way that predetermines how and for what purpose it will be used.

As a lessee

We recognize a right-of-use asset and a lease liability at the lease commencement date. The right of use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

We have also availed the option of recognizing right-of-use asset equivalent to lease, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the balance sheet immediately before the date of transition to Ind AS.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimated useful lives of right-of-use assets are determined on the same basis as those of property, plant and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain re-measurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, at our incremental borrowing rate. Generally, we use our incremental borrowing rate as the discount rate.

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payments;
- variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
- amounts expected to be payable under a residual value guarantee; and
- the exercise price under a purchase option that we are reasonably certain to exercise, lease payments in an optional renewal period if we are reasonably certain to exercise an extension option, and penalties for early termination of a lease unless we are reasonably certain not to terminate early.

The lease liability is measured at amortized cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in our estimate of the amount expected to be payable under a residual value guarantee, or if we change our assessment of whether we will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

We present right-of-use assets that do not meet the definition of investment property in 'property, plant and equipment' and lease liabilities in 'other financial liabilities (current and non-current)' in the statement of financial position.

We have elected not to recognize right-of-use assets and lease liabilities for short-term leases of machinery that have a lease term of 12 months or less and leases of low-value assets. We recognize the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

Revenue recognition

Effective April 1, 2017, the date of transition to Ind AS, we have applied Ind AS 115 which establishes a comprehensive framework for determining whether, how much and when revenue is to be recognized. Ind AS 115 replaces Ind AS 18 Revenue and Ind AS 11 Construction Contracts.

Ind AS 115 applies to nearly all contracts with customers: the main exceptions are leases, financial instruments and insurance contracts. Our revenue from leases is outside the scope of Ind AS 115. Our material revenue streams subject to Ind AS 115 is non-lease components within lease arrangements arising from the recovery of certain operating expenses from tenants and property management fees.

Revenues are measured based on the transaction price, which is the consideration, net of tax collected from customers and remitted to government authorities such as goods and services tax, service tax, and applicable service level credits, discounts or price concessions. The computation of these estimates involves significant judgment based on various factors including contractual terms, historical experience and expense incurred.

i. *Income from Operating Lease Rentals*

Assets given by us under operating lease are included in investment property. Revenue recognition under a lease commences when the tenant has a right to use the leased asset. Generally, this occurs on the lease commencement date. Rental income from operating leases is recognized on a straight-line basis over the term of the relevant lease. In determining the lease term, our Manager considers all facts and circumstances including renewal, termination and market conditions.

Income from operating lease rentals also includes percentage participating rents. Percentage participating rents are recognized when tenants' specified sales targets have been met.

ii. *Income from maintenance services*

Income from maintenance services consists of revenue earned from the provision of daily maintenance, security and administration services, and is charged to tenants based on the occupied lettable area of the properties. Income from maintenance services is recognized when we have satisfied our performance obligation by delivering services as per terms of contract entered into with tenants.

iii. *Income from property management services*

Revenue from property management services is recognized when we have satisfied our performance obligation by delivering services in accordance with the contractual terms in the agreement and measured based on agreed rates and leased area.

Employee benefits

Employee benefits include provident fund, gratuity and compensated absences.

Provident fund

Our contribution to provident fund is considered as defined contribution plans and is charged as an expense in statement of profit and loss based on the amount of contribution required to be made as and when services are rendered by the employees.

Gratuity

We have an obligation towards gratuity, a defined post-employment benefits plan covering eligible employees. The present value of the defined benefit liability and the related current service cost and past service cost are measured using projected unit credit method, with actuarial valuations being carried out at each balance sheet date. Remeasurements comprising actuarial gains and losses are recognized immediately in the balance sheet with a charge or credit to other comprehensive income in the period in which they occur. Remeasurements recognized in other comprehensive income are not reclassified. Past service cost is recognized in profit or loss when the plan amendment or curtailment occurs, or when we recognize related restructuring costs or termination benefits, whichever is earlier.

Short-term employee benefits

The undiscounted amount of short-term employee benefits expected to be paid in exchange for the services rendered by employees are recognized during the period when the employees render the service. These benefits include performance incentive and compensated absences which are expected to occur within twelve months after the end of the period in which the employee renders the related service.

The cost of short-term compensated absences is accounted as under:

- in case of accumulated compensated absences, when employees render the services that increase their entitlement of future compensated absences; and

- in case of non-accumulating compensated absences, when the absences occur.

Long-term employee benefits

Our employees are entitled to long term benefit by way of accumulating compensated absences. Cost of long-term benefit by way of accumulating compensated absences arising during the tenure of the service is calculated taking into account the pattern of availment of leave. Compensated absences which are not expected to occur within twelve months after the end of the period in which the employee renders the related service are recognised as a liability at the present value of the defined benefit obligation based on actuarial valuations as at the balance sheet date by an independent actuary using the projected unit credit method. Actuarial gains and losses relating to long-term employee benefits are recognized in the statement of profit and loss in the period in which they arise.

Taxation

Income tax expense comprises current and deferred tax. It is recognized in statement of profit and loss except to the extent that it relates to items recognized directly in equity or other comprehensive income, in which case it is recognized in equity or in other comprehensive income.

i. *Current tax*

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date.

Current tax assets and liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

Minimum Alternative Tax ("**MAT**") under the provisions of the Income Tax, 1961 is recognised as current tax in the combined statement of profit and loss. The credit available under the Income Tax, 1961 in respect of MAT paid is recognised as a deferred tax asset only when and to the extent there is convincing evidence that we will pay normal income tax during the period for which MAT credit can be carried forward for set-off against normal tax liability. MAT credit recognised as an asset is reviewed at each balance sheet date and written down to the extent the aforesaid convincing evidence no longer exists.

ii. *Deferred tax*

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred tax is not recognised for:

- Temporary differences arising on the initial recognition of assets and liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction;
- Temporary differences related to investments in subsidiaries, associates, and joint arrangements to the extent that we are able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future; and
- Taxable temporary differences arising on initial recognition of goodwill.

Deferred income tax assets are recognised to the extent that it is probable that future taxable profits will be available against which they can be used. The existence of unused tax losses is strong evidence that future taxable profit may not be available. Therefore, in case of a history of recent losses, we recognize a deferred tax asset only to the extent that it has sufficient taxable temporary differences or there is convincing other evidence that sufficient taxable profit will be available against which such deferred tax asset can be realised. Deferred tax assets - unrecognised or recognised, are reviewed at each reporting date and are recognised/reduced to the extent that it is probable/no longer probable respectively that the related tax benefit will be realised. Further, no deferred tax asset/liabilities are recognized in respect of temporary differences that reverse within tax holiday period.

Deferred tax is measured at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, based on the laws that have been enacted or substantively enacted at the reporting date.

The measurement of deferred tax reflects the tax consequences that would follow from the manner in which we expect, at the reporting date, to recover or settle the carrying amount of our assets and liabilities.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax assets and liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

Qualitative Disclosures about Market Risk

We are exposed to market risk, currency risk, credit risk, interest rate risk and liquidity risk in the normal course of our business.

Market Risk

We are exposed to market risk preliminary relating to the risk of changes in market prices (including lease rentals), such as interest rates that will affect our expenses or the value of our holdings of financial instruments.

Currency Risk

Our exposure to foreign currency risk is primarily on account of import of capital goods and services, which is not material in proportion to our total expenses.

Credit Risk

Credit risk is the risk of financial loss to us if a customer or counterparty to a financial instrument fails to meet its contractual obligations. Our maximum exposure to credit risk associated with financial assets is equivalent to the carrying value of each class of financial asset as presented in various financial statement captions.

Credit risk arises on financial assets and other financial instruments in the event debtors default on their repayment obligations to us. We mitigate this risk by attempting to ensure that adequate security is created and reviewing credit quality.

Credit risk related to accounts receivable arises from the possibility that tenants may be unable to fulfil their lease commitments. We mitigate this risk by conducting appropriate background checks on tenants and by ensuring that office premises are leased to tenants of repute and who meet minimum credit quality requirements. We also obtain refundable interest free security deposits equivalent to three to 15 months of lease rentals from our tenants. Further the receivables are monitored on a monthly basis.

Interest Rate Risk

We are exposed to both, fair value interest rate risk as well as cash flow interest rate risk arsing on short-term and long-term floating rate instruments, as well as on the refinancing of fixed rate instruments. Our borrowings are principally denominated in Indian Rupees. The fair value interest rate risk is the risk of changes in fair values of fixed interest bearing borrowings because of fluctuations in the interest rates and possible requirement to refinance such instruments. Cash flow interest rate risk is the risk that the future cash flows of floating interest bearing investments will fluctuate because of fluctuations in the interest rates.

Liquidity Risk

Liquidity risk is the risk that we will encounter difficulties in meeting the obligations associated with our financial liabilities that are settled by delivering cash or another financial asset. Our approach to managing liquidity is to ensure that as far as possible, we will have sufficient liquidity to meet our liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to our reputation.

Our primary sources of liquidity include cash, undrawn borrowings, construction facilities and cash flow from operating activities. We seek to increase income from our existing properties by maintaining quality standards for our properties that promote high occupancy rates and support increases in rental rates, while reducing tenant turnover and related costs, and by controlling our operating expenses.

Consequently, we believe that our revenues from operations along with proceeds from financing activities will continue to provide necessary funding to cover our short-term liquidity needs.

Known Trends or Uncertainties

Our business has been affected and is likely to be continued to be affected by the trends identified above in "*Significant Factors affecting our Results of Operations and Financial Condition"* and the uncertainties described in "*Risk Factors*" beginning on pages 227 and 30, respectively. To the knowledge of our Manager, except as disclosed in this Offer Document, there are no known factors, which are expected to have an adverse effect on our income.

Future Relationship between Cost and Revenue

Other than as described in this section, "*Risk Factors*" and "*Our Business and Properties*" beginning on pages 30 and 114, respectively, there are no known factors that may adversely affect our business prospects, results of operations or financial condition to our Manager's knowledge.

Related Party Transactions

We have entered into various transactions with related parties, including for the purposes of financing the Subsidiaries, project management and repairs and maintenance. For details, see "*Related Party Transactions*" beginning on page 204.

Competitive Conditions

We operate in a competitive environment. Please refer to *"Our Business and Properties", "Industry Overview" and "Risk Factors"* beginning on pages 114, 75 and 30, respectively, for further information on the industry and competition.

Seasonality of Business

Our business is not subject to material seasonal fluctuations.

New Products or Business Segments

Other than as disclosed in this section and in "*Our Business and Properties*" beginning on page 114, there are no new products or business segments that have or are expected to have a significant impact on our business prospects, results of operations or financial condition.

Unusual or Infrequent Events or Transactions

Other than as described in this section and in "*Risk Factors*" and "*Our Business and Properties*" beginning on pages 30 and 114, respectively, there have been no events or transactions, which may be described as "unusual" or "infrequent".

Significant economic changes that materially affected or are likely to affect revenue from operations

Other than as described in this section, "*Risk Factors*", "*Industry Overview*" and "*Our Business and Properties*" beginning on pages 30, 75 and 114, respectively, there have been no significant economic changes that have materially affected or are likely to affect revenue from operations.

Tenant Concentration

For the details of tenant concentration, see "*Risk Factors – Risks Related to our Business and Industry - A significant portion of our revenue is derived from a limited number of tenants and sectors, and any adverse developments affecting such tenants or sectors may have an adverse effect on our business, results of operations and financial condition"* beginning on page 35.

Significant Developments Subsequent to September 30, 2020

Except as set out in this Offer Document, to our knowledge no circumstances have arisen since September 30, 2020, which materially and adversely affect or are likely to affect our operations or profitability, the value of our assets, or our ability to pay our liabilities within the next 12 months.

PROJECTIONS

INDEPENDENT AUDITORS' REPORT ON EXAMINATION OF PROJECTIONS

To
The Board of Directors and the REIT Offer Committee of the Board of Directors,
Brookprop Management Services Private Limited (the "Investment Manager" or "Manager") in its capacity as the Manager of the Brookfield India Real Estate Trust (the "Brookfield REIT" or "Brookfield India REIT"),
Unit 804, 8th Floor, One BKC, A Wing,
G-Block Bandra Kurla Complex, Bandra East,
Mumbai 400051,
India

1. We have examined the accompanying "Statement of projected income from operating lease rentals, Statement of projected revenue from operations, Statement of projected net operating income, Statement of projected earnings before interest, tax, depreciation and amortization, Statement of projected cash flows from operating activities and Statement of projected net distributable cash flows" and the underlying assumptions of Brookfield India Real Estate Trust ("Brookfield REIT" or "Brookfield India REIT") and its proposed subsidiaries, comprising of Candor Kolkata One Hi-Tech Structures Private Limited ("Candor Kolkata"), Shantiniketan Properties Private Limited ("SPPL Noida"), Festus Properties Private Limited ("Festus") and Candor India Office Parks Private Limited ("CIOP") (collectively with Brookfield REIT, the "Proposed Trust Group" or "Brookfield India REIT - Portfolio Companies") as described in Note 2 of the prospective combined financial information for the years ending March 31 2021, 2022 and 2023 (collectively, hereinafter referred to as the "Projection Information"), in accordance with Standard on Assurance Engagement 3400, "The Examination of Prospective Financial Information", issued by the Institute of Chartered Accountants of India. The preparation and presentation of the projections including the underlying assumptions and the basis of combination, set out in Note 2 to the Projection Information, is the responsibility of the Manager and has been approved by the REIT Offer Committee of the Board of Directors of the Manager. Our responsibility is to examine the evidence supporting the assumptions (excluding the hypothetical assumptions) and other information in the Projection Information. Our responsibility does not include verification of the accuracy of projections (including quantitative details). Therefore, we do not vouch for the accuracy of the same.

2. The Projection Information have been prepared for the proposed Initial Public Offering ("the Offering") of units of the Brookfield India REIT in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended ("REIT Regulations"). The projections have been prepared using a set of assumptions that include hypothetical assumptions about future events and the Manager's actions that are not necessarily expected to occur, as set out in Note 2 to the Projection Information and has been approved by the REIT Offer Committee of the Board of Directors of the Manager. Consequently, users are cautioned that the Projection Information may not be appropriate for purposes other than that described above.

3. We have carried out our examination of the Projection Information on a test basis. Based on our examination of the evidence supporting the assumptions (excluding the hypothetical assumptions), nothing has come to our attention which causes us to believe that these assumptions do not provide a reasonable basis for the Projection Information assuming that Brookfield India REIT post offer capital structure and corporate structure were in existence since January 1, 2021 as more fully described in Note 2 to the basis of preparation of the Projection Information.

4. Further, in our opinion, nothing has come to our attention that causes us to believe, that the Projection Information read with the basis of preparation and notes therein, has not been properly prepared on the basis of the assumptions as set out in Note 2 to the Projection Information and on a consistent basis, to the extent applicable, with the accounting policies and the basis of preparation used for the preparation of the historical Special Purpose Condensed Combined Financial Statements of Brookfield India REIT - Portfolio Companies which is included in the offer document and final offer document (collectively, the "Offer Documents"). Our report on such historical Special Purpose Condensed Combined Financial Statements expressed qualified opinion in respect of certain matters for the reasons stated therein. Even if the events anticipated under the hypothetical assumptions described above occur, actual results are still likely to be different from the projection since other anticipated events frequently do not occur as expected and the variation may be material.

5. This Report is required by REIT regulations requiring the independent auditor to issue a report on the projections and is issued for the sole purpose of the proposed Offering in accordance with the REIT regulations. Our work has not been carried out in accordance with auditing or other standards or practices accepted in jurisdictions outside India, including the United States of America, and accordingly should not be relied upon as if it had been carried upon in accordance with those standards and practices. US securities regulations do not require profit forecast to be reported by a third party. This report should not be relied upon by prospective investors in the United States of America, including persons who are qualified institutional buyers as defined under Rule 144A under the United States Securities Act of 1933 participating in the Offering. We accept no responsibility and deny any liability to any person who seeks to rely on this report and who may seek to make claim in connection with any offering of securities on the basis that they had acted in reliance on such information under the protections accorded by United States of America law and regulation.

6. This report is addressed to and is provided to enable the Manager to include this report in the Offer Documents in connection with the proposed Offering of units of Brookfield India REIT and the Projection Information may not be meaningful for any other purpose

For **DELOITTE HASKINS & SELLS**
Chartered Accountants
(Firm's Registration No. 015125N)

Anand Subramanian
Partner
(Membership No. 110815)
UDIN: 21110815AAAAAC9027

Place: Bengaluru
Date: January 16, 2021

Statement of Projected Income from Operating Lease Rentals for the Brookfield India REIT

₹MM	FY2021	FY2022	FY2023
Kensington(1)	1,414	1,619	1,639
Candor Techspace G2(2,5,6)	2,521	2,745	2,895
Candor Techspace N1(3)	773	1,043	1,160
Candor Techspace K1(4,6)	1,363	1,405	1,462
Total	**6,071**	**6,812**	**7,156**

See accompanying notes forming an integral part of the projected financial information

Notes:

1. *Includes impact on account of rent free period of ₹41 MM in H2FY2021, ₹140 MM in FY2022, and ₹74 MM in FY2023; Slowdown in growth in FY2023 due to lease expiries of 0.4 msf (24% of Leasable Area)*
2. *Includes impact on account of rent free period of ₹35 MM in H2FY2021, ₹138 MM in FY2022, and ₹15 MM in FY2023*
3. *Includes impact on account of rent free period of ₹31 MM in H2FY2021, ₹143 MM in FY2022, and ₹18 MM in FY2023*
4. *Includes impact on account of rent free period of ₹30 MM in H2FY2021, ₹183 MM in FY2022, and ₹13 MM in FY2023*
5. *Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement. Projections shown are net of GIL share*
6. *Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019. Refer to "2.2 (J) Business combinations - common control transactions" of Condensed Combined Financial Statements*

For and on behalf of REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
in its capacity as the Investment Manager of Brookfield India Real Estate Trust

Ankur Gupta
Director
DIN: 08687570
Place: Mumbai
Date: January 16, 2021

Statement of Projected Revenue from Operations for the Brookfield India REIT

₹ MM	FY2021	FY2022	FY2023
Kensington	1,578	1,813	1,836
Candor Techspace G2[1,2]	3,802	4,190	4,603
Candor Techspace N1	1,263	1,688	2,023
Candor Techspace K1[2]	2,132	2,306	2,562
CIOP	384	522	529
Less: Adjustment for CIOP[3]	(384)	(522)	(529)
CIOP revenue from Identified Assets[4]	96	-	-
Total	**8,871**	**9,997**	**11,024**

See accompanying notes forming an integral part of the projected financial information

Notes:

1. *Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement. Projections shown are net of GIL share*
2. *Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019. Refer to "2.2 (J) Business combinations - common control transactions" of Condensed Combined Financial Statements*
3. *Post September 1, 2020, CIOP's revenue in Projections is earned from Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only. Such revenue gets eliminated with corresponding operating and maintenance expenses in Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 in the Combined Financial Statements*
4. *Includes revenue earned by CIOP from Identified Assets till September 1, 2020*

For and on behalf of REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
in its capacity as the Investment Manager of Brookfield India Real Estate Trust

Ankur Gupta
Director
DIN: 08687570
Place: Mumbai
Date: January 16, 2021

Statement of Projected Net Operating Income for the Brookfield India REIT

₹ MM	FY2021	FY2022	FY2023
Kensington	1,340	1,567	1,580
Candor Techspace G2(1,2)	2,802	3,003	3,213
Candor Techspace N1	879	1,176	1,342
Candor Techspace K1(2)	1,483	1,562	1,673
CIOP(3)	280	382	378
Total	**6,784**	**7,690**	**8,186**

See accompanying notes forming an integral part of the projected financial information

Note:

1. *Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement. Projections shown are net of GIL share*
2. *Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019. Refer to "2.2 (J) Business combinations - common control transactions" of Condensed Combined Financial Statements*
3. *Post September 1, 2020, CIOP's revenue is earned from Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only. Such revenue gets eliminated with corresponding operating and maintenance expenses in Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 in the Combined Financial Statements. However for calculation of entity wise Net Operating Income, the said elimination has been ignored. This adjustment does not have any impact on Total Net Operating Income (NOI). FY21 NOI is not comparable with FY20 NOI due to inclusion of NOI from Identified Assets for CIOP in the FY20 NOI*

For and on behalf of REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
in its capacity as the Investment Manager of Brookfield India Real Estate Trust

Ankur Gupta
Director
DIN: 08687570
Place: Mumbai
Date: January 16, 2021

Statement of Projected Earnings before Interest, Tax, Depreciation and Amortization (EBITDA) for the Brookfield India REIT(1)

₹ MM	FY2021	FY2022	FY2023
Kensington(2)	1,239	1,480	1,490
Candor Techspace G2(3,4)	2,766	2,959	3,166
Candor Techspace N1	836	1,124	1,287
Candor Techspace K1(4)	1,480	1,510	1,619
CIOP(2,5)	61	177	160
Less: Trustee Fees	(1)	(3)	(3)
Less: REIT Management Fees	(12)	(67)	(71)
Total	**6,369**	**7,180**	**7,648**

See accompanying notes forming an integral part of the projected financial information

Note:

1. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure were in existence since January 1, 2021. As a result, the Projections for FY2022 and FY2023 are not comparable to the Projections for the FY2021 which reflects only three months of post Issue capital structure and corporate structure.*
2. *CIOP EBITDA is net of 3.0% property management fee for Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1. Impact of 3.0% of property management fee for Kensington is taken directly on Kensington (Festus) financials*
3. *Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement. Projections shown are net of GIL share*
4. *Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019. Refer to "2.2 (J) Business combinations - common control transactions" of Condensed Combined Financial Statements*
5. *Post September 1, 2020, CIOP's revenue is earned from Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only. Such revenue gets eliminated with corresponding operating and maintenance expenses in Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 in the Combined Financial Statements. However for calculation of entity wise Earnings before Interest, Tax, Depreciation and Amortization (EBITDA), the said elimination has been ignored. This adjustment does not have any impact on Total EBITDA*

For and on behalf of REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
in its capacity as the Investment Manager of Brookfield India Real Estate Trust

Ankur Gupta
Director
DIN: 08687570
Place: Mumbai
Date: January 16, 2021

Statement of Projected Cash Flows from Operating Activities for the Brookfield India REIT[(1)]

₹ MM	FY2021	FY2022	FY2023
Kensington	1,216	1,741	1,515
Candor Techspace G2[(2,3,4)]	2,206	3,009	3,279
Candor Techspace N1	937	1,126	1,364
Candor Techspace K1[(3,4)]	1,255	1,478	1,779
CIOP[(5)]	557	118	113
Less: Trustee Fees	(1)	(3)	(3)
Less: REIT Management Fees	(12)	(67)	(71)
Total	**6,158**	**7,402**	**7,976**

See accompanying notes forming an integral part of the projected financial information

Note:

1. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure were in existence since January 1, 2021. As a result, the Projections for FY2022 and FY2023 are not comparable to the Projections for the FY2021 which reflects only three months of post Issue capital structure and corporate structure.*
2. *Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement. Projections shown are net of GIL share*
3. *Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019. Refer to "2.2 (J) Business combinations - common control transactions" of Condensed Combined Financial Statements*
4. *Candor Kolkata (G2 and K1) has no tax outflow during the Projections Period. Cash Flows from Operating Activities for G2 and K1 are calculated asset wise on basis of asset level contribution to EBITDA, IndAS adjustments, change in security deposits and change in working capital*
5. *Post September 1, 2020, CIOP's revenue is earned from Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only. Such revenue gets eliminated with corresponding operating and maintenance expenses in Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 in the Combined Financial Statements. However for calculation of entity wise Cash Flow from Operating Activities, the said elimination has been ignored. This adjustment does not have any impact on Total Cash Flow from Operating Activities*

For and on behalf of REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
in its capacity as the Investment Manager of Brookfield India Real Estate Trust

Ankur Gupta
Director
DIN: 08687570
Place: Mumbai
Date: January 16, 2021

Statement of Projected Net Distributable Cash Flows for the Brookfield India REIT[1]

₹ MM	Q4FY2021	FY2022	FY2023
Kensington	155	1,378	1,118
Candor Techspace G2 and Candor Techspace K1 [2,3,4]	878	4,141	4,614
Candor Techspace N1	194	1,053	1,247
CIOP[5]	13	118	113
Less: Trustee Fees	(1)	(3)	(3)
Less: REIT Management Fees	(12)	(67)	(71)
Total	**1,227**	**6,620**	**7,018**

See accompanying notes forming an integral part of the projected financial information

Note:

1. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure were in existence since January 1, 2021. As a result, the Projections for FY2022 and FY2023 are not comparable to the Projections for the FY2021 which reflects only three months of post Issue capital structure and corporate structure.*
2. *Pursuant to the G2 Co-Development Agreement, we are entitled to receive 72% of the gross rentals and deposits from tenants arising out of the lease of area in Candor Techspace G2, while GIL is entitled to receive the remaining 28% and tenants are billed as per such agreed arrangement. Projections shown are net of GIL share*
3. *Candor Gurgaon 2 was merged into Candor Kolkata with effect from May 4, 2020 with an appointed date of January 9, 2019. Refer to "2.2 (J) Business combinations - common control transactions" of Condensed Combined Financial Statements*
4. *Inclusive of payments received by Candor Kolkata from GIL against JDA that are treated as part of non-refundable advances in the Projections For details, refer to 2.j.e. K1 Joint Development Agreement*
5. *Post September 1, 2020, CIOP's revenue is earned from Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only. Such revenue gets eliminated with corresponding operating and maintenance expenses in Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 in the Combined Financial Statements. However for calculation of entity wise Net Distributable Cash Flows (NDCF), the said elimination has been ignored. This adjustment does not have any impact on Total NDCF*

For and on behalf of REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
in its capacity as the Investment Manager of Brookfield India Real Estate Trust

Ankur Gupta
Director
DIN: 08687570
Place: Mumbai
Date: January 16, 2021

Basis and notes to preparation

1. Purpose and basis of preparation

As per the requirement of the REIT Regulations, the Projections have been prepared by the Manager of the Brookfield India REIT solely for inclusion in the Offer Document and Final Offer Document in connection with the proposed Initial Public Offering of Units of the Brookfield India REIT in accordance with the requirements of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 issued by SEBI on September 26, 2014, as amended from time to time and any circulars ("REIT Regulations"), as amended from time to time and the SEBI circular number CIR/IMD/DF/141/2016 dated 26 December 2016 (SEBI Circular). Therefore, the use of the Projections may not be appropriate and should not be used or relied upon for any purpose other than that described above.

The Projections are prepared based on the accounting policies used for preparation of the Condensed Combined Financial Statements of the Brookfield India REIT as at and for the six months period ended September 30, 2020 and years ended March 31, 2020, 2019 and 2018 respectively prepared in accordance with the Guidance note on Reports in Company Prospectuses (Revised 2019), and the Guidance Note on Combined and Carve-Out Financial Statements issued by the Institute of Chartered Accountants of India ("ICAI") using the recognition and measurement principles of Indian Accounting Standards as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013 ('Ind AS'), as specified under SEBI (Real Estate Investment Trusts) Regulations, 2014 ("REIT Regulations"), as amended from time to time and the SEBI circular number CIR/IMD/DF/141/2016 dated 26 December 2016 (SEBI Circular).

The Projections contain hypothetical assumptions that relate to future events, which are, by their nature, subject to significant risks and uncertainties. The future events referred to involve risks, uncertainties and other factors which may cause the actual results or performance to be materially different from the Projections.

2. Significant assumptions for the projections

The Projections and assumptions are based on hypothetical estimates deemed appropriate and reasonable by the Manager as at the date of the Projections i.e. January 16, 2021. The investors should make their own assessment of the future performance of the Brookfield India REIT. The Projections were adopted by the REIT Offer Committee of the Board of Directors of the Manager on January 16, 2021. However, the future events referred to in the report involve risks, uncertainties and other factors which may cause Brookfield India REIT's actual results or performance to be materially different from any future results or performance expressed or implied. Investors should therefore be aware that future events cannot be predicted with any certainty and there may be deviations from the figures projected in the Projections and should make their own assessment of the future performance of the Brookfield India REIT.

It is clarified that the Projections have been prepared on the basis of a mix of best-estimate (i.e., assumptions as to future events which are expected to take place and the actions expected to take place as of the date the information is prepared) and hypothetical assumptions (about future events and actions which may or may not necessarily take place). Select material assumptions which may have some uncertainty are identified as a part of the report and the resulting sensitivity of those results has been disclosed in *Annexure A: Sensitivity Analysis on Material Assumptions.* It is also clarified that the sensitivity analysis performed might not be reflective of a reasonably possible change in the select material assumptions and is not an indicator of the likely or actual scenario.

Projections also reflect the Manager's assessment of the possible impact of coronavirus (COVID-19) outbreak which has disrupted businesses globally in various forms and magnitude. In India as well, the emergency measures, in form of lock-down, imposed by central and state governments to contain the spread of COVID-19 have led to disruption of businesses and economic activity. The Manager has assessed the possible impact of coronavirus pandemic and resulting future uncertainties on various aspects of its business operations and financial position based on the information available including discussions with various stakeholders, views from experts and industry participants, forecasts by various agencies and organizations, and market estimates, etc. However, due to the evolving nature of the pandemic, response by various government authorities and its impact on businesses globally, the actual impact of COVID-19 on the business operations and financial position of the Brookfield India REIT may differ materially from that assessed by the Manager.

Projections for FY2021 are in part derived from the REIT's H1FY2021 actual financial information. Further, the Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure were in existence since January 1, 2021. As a result, the Projections for FY2022 and FY2023 are not comparable to the Projections for the FY2021 which reflects only three months of post Issue capital structure and corporate structure. Additionally, events related to change in capital structure and debt repayment / addition during the period October till December have been factored into the Projections. Refer to *2.e. Post Issue Capital Structure of the Brookfield India REIT* for details on capital structure. The post Issue capital and corporate structure impact EBITDA, Cash Flow from Operating Activities, and NDCF. As part of corporate structure changes post January 1, 2021, the REIT would also be required to pay Property Management fee, and incur REIT level expenses. Refer to *2.b. Indicative Profit and loss statement framework used for preparation of Projections* for details on impact of corporate structure.

Post September 1, 2020, CIOP is servicing Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only, while Mountainstar India Office Parks Private Limited ("MIOP") is servicing the Identified Assets.

a. Following Terms, Definitions and Abbreviations are used for the purpose of Projections

Term	Definition
REIT Related Terms	
Asset SPVs	Candor Kolkata One Hi-Tech Structures Private Limited ("Candor Kolkata"), Shantiniketan Properties Private Limited ("SPPL Noida"), Festus Properties Private Limited ("Festus")
Brookfield India REIT	Brookfield India Real Estate Trust
CCDs	Compulsorily Convertible Debentures (include both, equity and debt components)
G2 Co-development Agreement	Candor Kolkata One Hi-Tech Structures Private Limited (formerly known as "Candor Gurgaon Two Developers & Projects Private Limited"; now amalgamated in Candor Kolkata One Hi-Tech Structures Private Limited w.e.f. 09 January 2019,) has an agreement with Gurgaon Infospace Limited (GIL). The title to the land is held by Gurgaon Infospace Limited, a third party and is not affiliated to the Candor Kolkata One Hi-Tech Structures Private Limited. Candor Kolkata One Hi-Tech Structures Private Limited has developmental rights with respect to the property pursuant to a Joint Development Agreement (JDA) with GIL entered on 16 November 2006 as amended from time to time. Under the said agreement Candor Kolkata One Hi-Tech Structures Private Limited is entitled to 72% of the gross sale receipts and deposits from the tenants arising out of the lease of the developed areas and GIL is entitled to receive balance 28%. In supplement to earlier JDA, a new co-development agreement was entered into between GIL (the developer) and Candor Kolkata One Hi-Tech Structures Private Limited (the co-developer) on 17 September 2007 as amended from time to time under which the developer and co-developer will jointly carry out the process of installation of fit-outs & fixtures and the cost of such installation shall be shared by the developer and co-developer in the same ratio as to sharing of gross proceeds i.e. 28% and 72% respectively. This agreement is accounted as joint operations as per Ind AS 111.
Identified Assets	Together, Candor Techspace G1 ("**G1**", owned by Candor Gurgaon 1) and Candor Techspace N2 ("**N2**", owned by SDPL Noida)
IPO or Issue	Initial Public Offering of the units of the Brookfield India REIT
Initial Portfolio	Kensington, Candor Techspace G2 ("**G2**"), Candor Techspace N1 ("**N1**"), Candor Techspace K1 ("**K1**")
K1 Joint Development Agreement	A Joint Development Agreement ("JDA") has been signed between Candor Kolkata and Gurgaon Infospace Limited ("GIL") for developing 0.5 msf of commercial cum retail development out of the total future development of 2.7 msf on 19 November 2020, wherein GIL shall pay Candor Kolkata a sum of ₹ 1,000 million (inclusive of GST) which is to paid in the following manner: (i) ₹80 million in 12 equal quarterly instalments from January 2021 and (ii) ₹20 million each in the quarter starting April 2021 and April 2022. GIL will be entitled to receive 28% of revenue comprising rentals, deposits, margin from CAM services, parking and any other revenue and Candor Kolkata will be entitled to receive balance 72%. The payments received by Candor Kolkata from GIL against this JDA are treated as non-refundable advances in the Projections. In the agreement, the advances have been agreed to be non-refundable provided the development is commenced within 24 months from January 1, 2021 subject to Force Majeure as defined in the JDA. The Manager has assumed that construction commences in quarter ending March 2021.
Manager	Brookprop Management Services Private Limited
Shareholder Debt	Debt to be provided by the Brookfield India REIT to the Asset SPVs for the partial or full repayment or pre-payment of existing external debt at the Asset SPVs
SPV Level Debt	External third party debt raised at each Asset SPV for the partial or full repayment or pre-payment of debt of the respective Asset SPV
Trustee	Axis Trustee Services Limited

Term	Definition
General Terms	
CAM	Common Area Maintenance
Car Park Ratio	Minimum occupied area in square feet for allocation of one car park to any tenant
Fiscal or FY	Year ending March 31
IT Act	Income Tax Act, 1961
MM	Million
NA	Not Applicable
NOIDA Authority	New Okhla Industrial Development Authority
Projections	Projections of the Brookfield India REIT for the Projections Period
Projections Period	The three fiscal years commencing April 1, 2020 and ending March 31, 2023
SEBI	Securities and Exchange Board of India
Operational and Financials Metrics	
Cash Flow from Operating Activities	Cash flows from Operating Activities are computed in accordance with the requirements of Indian Accounting Standards (Ind-AS)
Committed Occupancy	$\frac{\textit{(Occupied Area) + (Completed Area under Letters of Intent)}}{\textit{Completed Area}}$ *in %*
Completed Area	Leasable Area for which occupancy certificate has been received
Direct Operating Expenses	Includes (i) operating and maintenance expenses including electricity charges, eliminated for maintenance fee payable to CIOP; (ii) property taxes net of reimbursements; (iii) rental permission payable to NOIDA Authority; and (iv) employee expenses for K1 and CIOP
DSRA	Debt service reserve account
EBITDA	Earnings before interest, tax, depreciation and amortization. For further details on calculation of EBITDA, refer to *Indicative Profit and loss statement framework used for preparation of Projections.* *EBITDA is a non-GAAP measure and not a recognized measure under Ind AS or IFRS. EBITDA is not required by, nor presented in accordance with, Ind AS or IFRS. EBITDA is not a measurement of financial performance or liquidity under Ind AS, IFRS or any other internationally accepted accounting principles, and should not be considered as an alternative to net profit or any other performance measures derived in accordance with Ind AS, nor as an alternative to cash flow from operating activities as a measure of liquidity. In addition, EBITDA is not a standardized term, hence, a direct comparison between companies/REITs using this term may not be possible. EBITDA is presented because our Manager believes that it is frequently used by securities analysts, investors and other interest parties in evaluating companies/REITs.*
EBITDA Margin	$\frac{\textit{EBITDA}}{\textit{Revenue from Operations}}$ *in%*
Future Development Area	Development potential available for which construction hasn't commenced as of the date of Projections.
GST	Goods and Services Tax
In-place Rent (psf per month)	Warm Shell rent for the month excluding fit-out and car parking income
Income from Operating Lease Rentals	Revenue from leasing of premises including Warm Shell rent, fit-out rent and car parking income, net of assumed provision for Vacancy Allowance. For further details on calculation of Income from Operating Lease Rentals, refer to *Indicative Profit and loss statement framework used for preparation of Projections*
Ind-AS	Indian Accounting Standards
Indirect Operating Expenses	Includes other expenses (primarily including legal and professional charges, and audit fees but excluding property taxes, and insurance which are considered to be direct operating expenses)
Leasable Area	Total square feet that can be occupied by, or assigned to a tenant for the purpose of determining a tenant's rental obligation (Sum of Completed Area, Under Construction Area and Future Development Area)
Lease-up	Completion of leasing activity for a vacant area through either Letter of Intent or binding agreement with a tenant
Letter of Intent	Non-binding agreements with tenants to lease space
Leasing Rent	Warm Shell rent of the asset that can be expected from new leasing to a tenant, excluding fit-out, car parking income and Maintenance Services Income
Msf	Million square feet
NDCF	Net Distributable Cash Flow for the Brookfield India REIT proposed to be calculated by the Manager *NDCF is a significant performance metric, the framework for which is adopted by the Manager in line with the Securities and Exchange Board of India (Real Estate Investment*

Term	Definition
	Trusts) Regulations, 2014 issued by SEBI on September 26, 2014, as amended from time to time and any circulars and guidelines issued thereunder. The Manager believes this metric serves as a useful indicator of the REIT's expected ability to provide a cash return on investment. NDCF is a non-GAAP measure that is not required by, nor presented in accordance with, Ind AS or IFRS. NDCF is not a measurement of financial performance or liquidity under Ind AS, IFRS or any other internationally accepted accounting principles, and should not be considered as an alternative to net profit or any other performance measures derived in accordance with Ind AS, nor as an alternative to cash flow from operating activities as a measure of liquidity. In addition, NDCF is not a standardized term, hence, a direct comparison between companies/REITs using this term may not be possible.
Net Debt	Total external borrowings less cash and cash equivalents
NOI	Net Operating Income calculated by subtracting Direct Operating Expenses from Revenue from Operations *Net Operating Income is a non-GAAP measure that is not required by, nor presented in accordance with, Ind AS or IFRS. Net Operating Income is not a measurement of financial performance or liquidity under Ind AS, IFRS or any other internationally accepted accounting principles, and should not be considered as an alternative to net profit or any other performance measures derived in accordance with Ind AS, nor as an alternative to cash flow from operating activities as a measure of liquidity. In addition, NOI is not a standardized term, hence, a direct comparison between companies/REITs using this term may not be possible. Net Operating Income is presented because our Manager believes that it is frequently used by securities analysts, investors and other interest parties in evaluating companies/REITs and because it provides a direct measure of the operating results of our business. Net Operating Income as calculated by our Manager is a primary driver of its managerial assessments and decision-making process.*
NOI Margin	$\dfrac{\textit{NOI}}{\textit{Revenue from Operations}}$ *in%*
Occupied Area	Completed Area for which lease agreements have been signed with tenants (and for Projections Period, assumed to be signed)
Re-leasing Rent	Warm Shell rent of the asset that can be expected from re-leasing to a tenant, excluding fit-out, car parking income and Maintenance Services Income
psf pm	per sf per month
Revenue from Operations	total income for each asset which represents sale of services including income from operating lease rentals, income from maintenance services and property management fee
Same Store Committed Occupancy	Same Store Committed Occupancy represents Committed Occupancy for areas where the occupancy certificate was received on or before March 31, 2020.
Sf	Square feet
Under Construction Area	Area where construction has already commenced as of the date of Projections
Vacancy Allowance	Adjustment made to Warm Shell rentals, Car parking income, and Maintenance Services Income such that Occupancy for the period does not exceed 99%
Warm Shell rentals (₹)	Rental income contracted from the leasing of Completed Area; does not include fit-out and car parking income

b. Indicative Profit and loss statement framework used for preparation of Projections

Serial No.	Key Components	Additional Description
A	Warm Shell rentals	Rental income contracted from the leasing of assets; does not include fit-out and car parking income
B	Car Parking Income	Revenue earned from the operations of the parking facilities
C	Fit-Out Rentals	Customized alterations and enhancements as per tenants' requirements, the value of which is recovered through fit-out rentals
D	Ind-AS Adjustments	Includes adjustments including adjustment made for: (i) accounting of rent on a straight-line basis during the rent free period for each lease; (ii) deferred income earned on fair value of security deposits
E	Vacancy Allowance	1.0% vacancy allowance provided on Warm Shell rentals, Car parking income, and Maintenance Services Income for Kensington, G2, N1, K1, and on maintenance fee revenue for CIOP
F = A+B+C+D –E	**Income from Operating Lease Rentals**	
G	Maintenance Services Income	Income from maintenance services provided consists of the revenue received from tenants for Common Area Maintenance (CAM) services and electricity charges. These recoveries include a margin on the expenses

Serial No.	Key Components	Additional Description
		incurred for providing such CAM services and electricity charges in accordance with existing agreements with tenants, and sinking fund. Certain leases in Kensington earn such income at cost.
H = F + G	**Revenue from Operations**	
I	Direct Operating Expenses (For SPVs)	Includes (i) operating and maintenance expenses including electricity charges, eliminated for maintenance fee payable to CIOP; (ii) property taxes net of reimbursements; (iii) rental permission payable to NOIDA Authority for N1; and (iv) employee expenses for K1 and CIOP
J	Co-developer Share	Adjustment made for Co-developer share equivalent to ₹ 0.87 / sf/ month of completed area in Maintenance Service Income for G2
K = H – I – J	**NOI**	
L	Other Income	Includes income earned on cash balance (including DSRA) retained at each SPV
M	Indirect Operating Expenses	Includes other expenses (primarily including legal and professional charges, audit fees and other miscellaneous expenses but excluding property taxes, and insurance which are considered to be direct operating expenses)
N	CSR	Corporate Social Responsibility (CSR) expenses
O	Property Management Fees(1)	3.0% of Income from Operating Lease Rentals charged as Property Management Fees by the Manager (charged through CIOP for G2, N1 and K1, while fee for Kensington is charged directly to Kensington financials)
P	REIT Level Expenses(1)	Includes (i) Trustee Fees of ₹ 2.5 MM annually; and (ii) REIT Management Fees equivalent to 1.0% of NDCF
R = K + L – M – N – O – P	**EBITDA**	

Note:

1. *As part of corporate structure changes the REIT would be required to pay Property Management fee, and incur REIT level expenses post January 1, 2021*

c. Overview of Brookfield India REIT's Initial Portfolio

Asset	SPV	City	% held by the REIT	FY2020 NOI (₹ MM)	Leasable Area (msf)(2)	Completed Area (msf)(2)	Under Construction Area (msf)(2)	Future Development Area (msf)(2)	Committed Occupancy (%)(2)
Kensington	Festus	Mumbai	100%	1,313	1.5	1.5	-	-	86%
G2	Candor Kolkata	Gurugram	100%	2,699	4.0	3.9	-	0.1	91%
N1	SPPL Noida	Noida	100%	781	2.8	1.9	0.1	0.9	72% / 97%(3)
K1	Candor Kolkata	Kolkata	100%	1,456	5.7	3.1	-	2.7	92%
Initial Portfolio				**6,249**	**14.0**	**10.3**	**0.1**	**3.7**	**87% / 92%(3)**
CIOP	CIOP		100%	514(1)					
Total				**6,763**					

Notes:

1. *Includes CIOP's FY20 revenue from the Identified Assets, which are to be booked in MIOP from September 1, 2020.*
2. *As of September 30, 2020*
3. *Same Store Committed Occupancy (excludes recently completed Tower 5 in Candor Techspace N1 which received occupancy certificate on September 22, 2020).*

d. Snapshot of select line items of the Brookfield India REIT[1,2]

₹ MM	FY2021	FY2022	FY2023
Completed Area, end of year (msf)	10.3	10.4	10.4
Income from Operating Lease Rentals	6,071	6,812	7,156
Growth (%)		*12.2%*	*5.1%*
Revenue from Operations	8,871	9,997	11,024
Growth (%)[3]		*12.7%*	*10.3%*
NOI	6,784	7,690	8,186
Growth (%)		*13.4%*	*6.5%*
NOI Margin (%)	*76.5%*	*76.9%*	*74.3%*
EBITDA	6,369	7,180	7,648
EBITDA Margin (%)	*71.8%*	*71.8%*	*69.4%*
Cash Flow from Operating Activities	6,158	7,402	7,976
NDCF	1,227[4]	6,620	7,018

Notes:

1. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure were in existence since January 1, 2021. As a result, the Projections for FY2022 and FY2023 are not comparable to the Projections for the FY2021 which reflects only three months of post Issue capital structure and corporate structure. The post Issue capital and corporate structure impact EBITDA, Cash Flow from Operating Activities, and NDCF.*
2. *Post September 1, 2020, CIOP's revenue is earned from Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 only. Such revenue gets eliminated with corresponding operating and maintenance expenses in Candor Techspace G2, Candor Techspace N1 and Candor Techspace K1 in the Combined Financial Statements*
3. *Growth in Revenue from Operations is higher than Income from Operating Lease Rentals on account of Maintenance Service Income. FY21 has been assumed to have a reduction in Maintenance Services Income post COVID-19 outbreak due to adoption of a reduced rate card as well as lower maintenance models. Refer 2.f (d) Maintenance Service Income for details*
4. *For Q4FY2021 as the REIT structure is assumed to be in existence only starting January 1, 2021*

e. Post Issue Capital Structure of the Brookfield India REIT[1]

₹ MM		Festus	Candor Kolkata	SPPL Noida	CIOP	Total
Capital Structure (Pre Issue)	**Net Debt**[2]	14,191	36,013	5,874	(183)	55,895
	CCDs[3]	-	10,100[6]	-	-	10,100
	Equity[4,5]	3,767	(28,653)	1,703	217	(22,966)
	Total	**17,958**	**17,460**	**7,577**	**34**	**43,029**
Capital Structure (Post Issue)	**SPV Level Debt**	6,291	11,963	1,724	(183)	19,795[7]
	Shareholder Debt	7,900	24,050	4,150	-	36,100
	CCDs	-	10,100[7]	-	-	10,100
	Equity	3,767	(28,653)	1,703	217	(22,966)
	Total	**17,958**	**17,460**	**7,577**	**34**	**43,029**

Notes:
1. *Pre Issue Capital Structure as of December 31, 2020, and Post Issue Capital Structure as of January 1, 2021*
2. *External net debt of ₹ 56,844 to be replaced in cash terms, net of ₹ 950 MM cash balance. Borrowings in financials are net of Ind-AS adjustments*
3. *Inclusive of equity and debt components of CCDs*
4. *Shareholder's equity and other equity adjusted for equity component of CCDs*
5. *Inclusive of impact of CCDs converted into equity*
6. *45,535 CCDs issued by Candor Kolkata One aggregating to ₹ 10,100 MM (to be retained as CCDs by the Brookfield India REIT post Issue). In case of CCDs to be retained, face value is considered here which is exclusive of derivative, capital reserve and interest accounted for as per Ind AS provisions*
7. *Gross debt of ₹ 21,000 MM, net of ₹ 1,205 MM of estimated cash balance on January 1, 2021. Estimated cash balance includes approx. ₹ 250 MM of provision for financing related expenses*

f. Revenue drivers and assumptions

Between FY2020 to FY2023, based on assumptions in the Projections, Brookfield India REIT expects Revenue from Operations to grow by 20% (net of one-time adjustment), mainly driven by:

- Contracted rent escalations;
- Lease-up of vacant area;
- Spread to Re-leasing Rent on expiries; and
- Lease-up of Under Construction Area
- Ind-AS adjustments and vacancy allowance

and partially offset by the effect of COVID-19 on maintenance services. The impact of each of these factors is reflected in the table below:

₹ MM	FY2021	FY2022	FY2023	Total (FY2021 – FY2023)	*% growth contribution to total growth (FY2021-FY2023)*
Revenue from Operations from last Fiscal Year	9,567	8,871	9,997		
Adjustment due to Identified Assets and sale of food and beverages[1]	(369)	(96)	-		
Adjusted Revenue from last Fiscal Year	**9,198**	**8,775**	**9,997**		
Total growth for the year	**(423)**[2]	**1,223**	**1,026**	**2,249**	**100%**
Contracted and others[3]	-	*417*	*821*	*1,238*	*55%*
Lease-up and Re-Leasing (net of rent free and downtime)	-	*571*	*615*	*1,186*	*53%*
Lease-up of Under Construction Area	-	*5*	*90*	*95*	*4%*

₹ MM	FY2021	FY2022	FY2023	Total (FY2021 – FY2023)	*% growth contribution to total growth (FY2021-FY2023)*
Ind-AS adjustments and vacancy allowance(4)	-	*230*	*(500)*	*(270)*	*(12%)*
Adjustment for income from Identified Assets for Fiscal Year(5)	96	-	-		
Revenue from Operations for the Fiscal Year	8,871	9,997	11,024		

Notes:

1. *Adjusted for (i) CIOP's revenue for the previous period from the Identified Assets to account for discontinuation of the operational services arrangement between the Identified SPVs and CIOP from September 1, 2020; and (ii) revenue from sale of food and beverage for FY20 which has not been included for the Projections*
2. *Revenue for FY2021 is derived from: (i) Audited financial information for H1FY2021; and (ii) Projections for H2FY2021. The components of revenue growth comprising 1. Contracted and others, 2. Lease-up and Re-Leasing (net of rent free and downtime), 3. Lease-up of Under Construction Area, and 4. Ind-AS adjustments and vacancy allowance are subsumed within the revenue reported in the audited financial information for H1 FY2021, and are not separately identifiable without reasonable efforts. Therefore, the de-growth in revenue for FY2021 is presented as a single item in the above table. The significant composition of de-growth comprises of impact of COVID-19 on maintenance services.*
3. *Includes (i) contractual escalation on leases and CIOP; and (ii) full year impact of lease*
4. *Includes (i) Ind-AS adjustments for accounting of rent on a straight-line basis during the lock-in period for each lease and deferred income earned on fair value of security deposit; and (ii) vacancy allowance*
5. *Includes revenue earned by CIOP from Identified Assets till September 1, 2020*

a. Income from Operating Lease Rentals

Key growth drivers include (i) Contracted rent escalations and others; (ii) Lease-up of vacant area; (iii) Spread to Re-leasing Rent on expiries; (iv) Leasing of area pursuant to completion of Under Construction Area, and (v) Ind-AS adjustments and vacancy allowance.

i. Contracted rent escalations and others:

Includes (1) full year impact of contractual leases; and (2) contractual escalations in existing leases;

1. *Full year impact of contractual leases*: Revenues for leases which are contractual as on September 30, 2020 but would not contribute to rentals for the full year in FY2021

2. *Contractual escalations in existing leases*: The leases in the Initial Portfolio are typically 9-15 years in duration with a lock-in period of up to 3 years and have built in contractual escalations of 10-15% at the end of every 3 years from the lease commencement date for G2, N1, and K1

   Kensington leases are typically for 5-15 years in duration, and escalate annually at 4-5%

ii. Lease up of vacant area:

As of September 30, 2020, the Initial Portfolio has a vacant area of 1.3 msf (~13% of Completed Area of Initial Portfolio) excluding hard options of approximately 17,000 sf. Projections assume that the hard options will get exercised and vacant area shall be leased as per below assumptions:

	Vacant area (sf)	Lease-up completion timelines	Leasing Rent 1(1) (₹ psf pm)	Leasing Rent 2(2) (₹ psf pm)	Annual growth in Leasing Rent 2 (%)(2)
Kensington	209,047	Apr-21		121	4%
G2	328,374	Sep-21	83	83	4%
N1	508,247(3)	Sep-21	47	49	5%
K1	248,066	Apr-21	38	39	3%
Total	**1,293,734**				

Notes:

1. *Leasing Rent 1 represents the assumption for the period from September 30, 2020 till December 31, 2021 for G2, N1 and K1*
2. *Leasing Rent 2 and annual growth in Leasing Rent 2 represent the assumption for the period from September 30, 2020 for Kensington and from December 31, 2021 for G2, N1 and K1*
3. *Includes 464,494 sf of recently completed Tower 5*

The Manager has assessed the Lease-up timelines based on ongoing discussions with tenants, prior experience and assessment of market conditions including recent impact due to COVID-19 among other factors.

Leasing Rents as per the above table do not include car parking income typically associated with every lease. For details on car parking income, refer to *"b. Car Parking Income"*

The Manager has also assumed additional fit-out rent for ~64,000 sf of fitted-out area in N1.

For the purposes of Lease-up of vacant area, Manager has assumed 15% contractual escalations at the end of every 3 years for G2 and N1, 12% contractual escalations at the end of every 3 years for K1, and 4.75% contractual escalation every year for Kensington.

iii. Spread to Re-leasing Rent on expiries

The Manager estimates that expiring leases will be re-leased at the then prevailing Re-leasing Rent (trended for below mentioned Re-leasing Rent growths).

On expiry of leases, Manager has assumed an effective downtime and rent free period of 2.9 months for G2, N1 and K1, and an effective downtime and rent free period of 4.5 months for Kensington.

Lease expiry profiles and the assumed Re-leasing Rents for the Projections Period are summarized in the following table:

	H2FY2021		FY2022		FY2023		*Re-leasing Rent as of September 2020 (₹ psf pm)*	*Annual Re-leasing Rent growth (%)[3]*
	Area expiring (msf)	**In-place Rent at expiry[1] (₹ psf pm)**	**Area expiring (msf)**	**In-place Rent at expiry[1] (₹ psf pm)**	**Area expiring (msf)**	**In-place Rent at expiry[1] (₹ psf pm)**		
Kensington	0.1	98	-	-	0.4	104	118	4%
G2	0.2	87	0.1	81	0.1	90	85	4%
N1	0.0	-	0.1	40	0.0	-	51	5%
K1	0.1	46	0.3	46	0.1	43	41	3%
Total / Average	**0.4**	**75[2]**	**0.4**	**51[2]**	**0.6**	**94[2]**		

Notes:
1. *Average In-place Rent for the office leases expiring during the period*
2. *Calculated as weighted average of in place rent at expiry for each of the asset based on the expiring area within the respective asset*
3. *Annual growth for Re-leasing Rent for H2FY21, FY22 and FY23*

iv. Leasing of area pursuant to completion of Under Construction Area:

The Initial Portfolio has a total Under Construction Area of 0.1 msf in N1. The completion and leasing of these areas has been assumed as per the below table:

Asset	Building	Area (msf)	Completion timelines	Lease-up completion timelines	Leasing Rent [1]	Annual growth in Leasing Rent (%)
N1	Amenity Block (Block 8)	0.1	September 2021	January 2022	70	5%

Notes:
1. *Leasing Rent for retail area*

v. Ind-AS adjustments and vacancy allowance:

- 1% vacancy allowance provided on Warm Shell rentals, Car parking income, and Maintenance Services Income
- Ind-AS adjustments made for: (i) accounting of rent on a straight-line basis during the lock-in period for each lease; and (ii) deferred income earned on fair value of security deposits

b. Car Parking Income

During the Projections Period, car park revenue contributes approximately 3% of Income from Operating Lease Rentals.

i. For existing leases: Over the contracted lease term, number of car parks allocated (including free car parks and paid car parks) and car park rents are as per terms of agreements for each tenant. Car park rents escalate in line with the In-place Rent for each lease.

ii. For Lease-up of vacant area: Vacant office areas are allocated paid car parks as per the car park ratio for each asset, with 1 car park allotted for every 750 sf of Leasable Area for G2 and N1, and 1 for every 1,000 sf of Leasable Area for K1.

Kensington only allocates paid car parks for specific leases. Manager assumes all tenants are only allotted free car parks during the Projections Period at re-leasing.

iii. For re-leasing of area at expiry: The Manager has assumed allocation of car parks to the re-leased area in the same proportion as the expiring lease. No additional car parks are assumed to be allotted to the incoming tenant. Leasing Rents and Leasing Rent escalation for car parks are assumed to be as per the table below:

	Car Park Ratio[1]	Leasing Rent for Car Parks as of September 2020 (₹ per car park pm)	Annual Leasing Rent Escalation (%)
G2	1:750	5,100	5%
N1	1:750	3,075	5%
K1	1:1,000	2,030	3%

Notes:
1. *Including allocation for Under Construction Area and Future Development Area*

Further, G2 has 448 additional car parks over and above the Car Park Ratio specified above. The Manager has assumed 50% of such car parks shall be allocated to tenants at above specified Leasing Rents.

c. Fit-out Rentals

Fit-out Rentals are charged from 4 tenants occupying 0.1 msf of Completed Area across the Initial Portfolio. Such fit-outs on existing leases are set to expire after 5 years from lease commencement date. The Manager has assumed additional fit-out rent for ~64,000 sf of fitted-out area in N1.

d. Maintenance Services Income

Maintenance Services Income includes revenue earned from tenants for the Common Area Maintenance services.

For G2, K1 and N1: Tenants have various service models based on the number of hours of operations during the week (for example: 12 hours a day for 6 days a week (12 * 6 model), 24 hours a day for 7 days a week (24 * 7 model) etc.)

On account of COVID-19, tenants have shifted to lower models of maintenance services which has led to a decline in Maintenance Services Income during the Fiscal year 2021. Manager assumes the provision of lower service models to continue till September 2021, post which the tenants are expected to revert to pre-COVID-19 service models.

Additionally, with the onset of COVID-19, maintenance service expenses across G2, K1 and N1 have reduced on account of lower electricity consumption and lower incidence of maintenance activities. The Manager is able to pass on such reductions in costs to the tenants in the form of lower rates for maintenance services. Manager assumes the maintenance service rates for these assets shall grow at 8% per annum in FY2022 and FY2023 and partly offset the upfront discount in rates.

Maintenance fee earned by CIOP from the Assets based on fixed psf charges as per contractually agreed rate card covering various Common Area Maintenance models is adjusted against operating and maintenance expenses.

For Kensington: The Manager assumes that the Maintenance Service Income psf shall escalate at 5% per annum.

g. Drivers and assumptions of NOI and EBITDA

a. <u>NOI:</u>

Between FY2020 to FY2023, based on assumptions in the Projections, Brookfield India REIT expects NOI to grow by 25% (net of one-time adjustment), mainly driven by:

- Contracted revenue;
- Lease-up of vacant area;
- Spread to Re-leasing Rent on expiries; and
- Lease-up of Under Construction Area
- Ind-AS adjustments and vacancy allowance

The impact of each of these factors is reflected in the table below:

₹ MM	FY2021	FY2022	FY2023	Total (FY2021 – FY2023)	*% growth contribution to total growth (FY2021-FY2023)*
NOI for last Fiscal Year	6,763	6,784	7,690		
Adjustment due to Identified Assets and sale of food and beverages[1]	(206)	(52)	-		
Adjusted NOI for last Fiscal Year	**6,558**	**6,732**	**7,690**		
Total growth for the year	**175[2]**	**958**	**496**	**1,454**	**100%**
Contracted and others[3]	-	*293*	*404*	*697*	*48%*
Lease-up and Re-Leasing (net of rent free and downtime)	-	*434*	*526*	*960*	*66%*
Lease-up of Under Construction Area	-	*1*	*66*	*67*	*5%*
Ind-AS adjustments and vacancy allowance[4]	-	*230*	*(500)*	*(270)*	*(19%)*
Adjustment for income from Identified Assets for the Fiscal Year[5]	52	-	-		
NOI for the Fiscal Year	6,784	7,690	8,186		

Notes:
1. *Includes an estimated 40% of CIOP's FY20 and H1FY21 NOI from the Identified Assets to account for discontinuation of the operational services arrangement between the Identified SPVs and CIOP from September 1, 2020*
2. *NOI for FY2021 is based on: (i) Audited financial information for H1FY2021; and (ii) Projections for H2FY2021. The components of NOI growth comprising 1. Contracted and others, 2. Lease-up and Re-Leasing (net of rent free and downtime), 3. Lease-up of Under Construction Area, and 4. Ind-AS adjustments and vacancy allowance are subsumed within the income and expenses reported in the audited financial information for H1 FY2021, and are not separately identifiable without reasonable efforts. Therefore, the growth in NOI for FY2021 is presented as a single item in the above table*
3. *Includes(i) contractual escalation on leases and CIOP; and (ii) full year impact of leases*
4. *Includes (i) Ind-AS adjustments for accounting of rent on a straight-line basis during the lock-in period for each lease and deferred income earned on fair value of security deposit; and (ii) vacancy allowance*
5. *Includes NOI earned by CIOP from Identified Assets till September 1, 2020*

The key direct operating expenses assumed to arrive at NOI are:

i. <u>Operating and maintenance expenses:</u>

These expenses include expenses incurred for the Common Area Maintenance services provided by CIOP for G2, N1 and K1, and by third party contractors for Kensington.

For G2, N1 and K1: With the onset of COVID-19, for FY2021 operating and maintenance service expenses have reduced on account of lower electricity consumption and lower incidence of maintenance activities. The operating and maintenance service expenses are assumed to revert to pre COVID levels in line with projected Maintenance Services Income recovery for FY2022 and FY2023.

Maintenance fee earned by CIOP from the G2, N1 and K1 based on fixed psf charges as per contractually agreed rate card covering various service models is adjusted against operating and maintenance expenses.

For Kensington: The Manager assumes that the operating and maintenance service expenses psf shall escalate at 5% per annum. Employee expenses for Kensington are included in Operating and maintenance expenses.

For G2: Adjustment made for Co-developer share equivalent to ₹ 0.87 / sf/ month of completed area in Maintenance Service Expense for G2.

ii. Property taxes:

Property taxes for G2, K1 and Kensington are charged basis prevailing per square foot rates. A part of these taxes are recovered from tenants based on the contractually agreed lease terms and are netted out from the expenses. Property taxes for Kensington are assumed to grow at 5% per annum.

iii. Rental permission:

Charged to N1 as approximately ₹ 5 per sf per annum of all first leases signed for each tower of N1, and ₹ 1 per sf of rest of the area

iv. Employee expenses:

CIOP has discontinued its operational services arrangement with the Identified Assets w.e.f. September 1, 2020. The employee expenses for FY2021 have been estimated using the actual expenses incurred in CIOP towards servicing G2, N1, and K1 (60% of September 2020 expenses). Remaining 40% expenses have been transferred to MIOP on account of transfer of employees.

K1 will continue to incur employee expenses in-line with FY2020 actuals.

The above employee expenses are assumed to grow at 8% per annum for the Projections Period.

Employee expenses for Kensington are included in Operating and maintenance expenses.

b. EBITDA:

The key indirect operating expenses assumed to arrive at the EBITDA are:

i. Property Management Fees paid to the Manager:

Property Management Fees paid to the Manager is calculated as 3.0% of Income from Operating Lease Rentals for each SPV. The fee entitlement from Candor Kolkata and SPPL Noida is charged through CIOP, while fee entitlement from Kensington is charged directly to Festus.

ii. REIT Management Fees paid to the Manager:

REIT shall pay 1.0% of the NDCF as REIT Management Fees to the Manager.

iii. Trustee Fees:

Trustee Fees are charged as a fixed amount of ₹ 2.5 MM per annum.

iv. Other expenses and CSR:

Other expenses primarily include legal and professional charges, and audit fees. Manager has assumed such expenses to grow at 5% per annum.

Expenses on account of CSR have been assumed in line with applicable laws

₹ MM	Other Expenses (FY2020)
Kensington	42.0
G2	52.7
N1	62.6
K1	60.1
CIOP	53.1

h. Drivers and assumptions for Cash Flow from Operating Activities:

a. Leasing commissions:

While typical leasing commissions are 2 to 3 months of Warm Shell rentals, the Projections assume commissions equivalent to 3 months of Warm Shell rental for all leasing activity across the Initial Portfolio.

As per the principles laid down in Ind AS 116, leasing commission is capitalized and depreciated over the term of the lease without considering the option to renew the lease at the end of initial lock-in period. However, leasing commission is treated as an outflow for calculation of Cash Flow from Operating Activities.

b. Changes in security deposits:

For the leases in Initial Portfolio, tenants are typically required to pay security deposits on or before the commencement of the lease and escalate the same as per agreed lease terms. The Manager has assumed inflow of security deposits (equivalent of 6 months of rentals) on lease commencement dates and outflow on lease end dates.

c. Income taxes:

Income taxes for all SPVs have been computed at income tax rates applicable for FY2020 as per old regime with 25% corporate tax rate (30% for turnover greater than ₹ 4,000 MM), 7% surcharge (12% for taxable income greater than ₹ 100 MM) and 4% cess charges which are expected to apply for the entire period of Projections. The taxes have been computed as per the provisions of Chapter IV of the IT Act. Losses, if any, have been carried forward and set-off as per the provisions of Chapter VI of the IT Act. MAT credit is considered in accordance with the provisions of Section 115JAA of the IT Act.

Due to the optimally leveraged structure and brought forward unabsorbed depreciation from prior financial years, the Manager does not expect to incur any cash taxes in the Asset SPVs during the Projections Period.

The Brookfield India REIT will receive cash flows from the SPVs through a combination of interest income on Shareholder Debt and CCDs, repayment of principal on Shareholder Debt, and dividends. Repayment of principal by SPVs is exempt under the Income Tax Act.

d. Changes in working capital:

Manager's assumption on working capital is based on historical performance and assessment of working capital movements. The movement in working capital is approximately 0.2% to 1.5% of Revenue from Operations during the Projections Period.

i. Drivers and assumptions for NDCF

As per the REIT Regulations, not less than 90% of the NDCF of the Assets are required to be distributed to the Brookfield India REIT, subject to applicable provisions of the Companies Act, 2013. The table below provides a reconciliation of Cash Flow from Operating Activities to NDCF.

₹ MM(1)	FY2022	FY2023
Cash Flow from Operating Activities	7,402	7,976
Cash Flow from Investing Activities	(1,892)	(3,340)
Cash Flow from Financing Activities(2)	1,110	2,382
NDCF	6,620	7,018

Notes:

1. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure were in existence since January 1, 2021. Given FY2021 reflects Cash Flow from Operating Activities for the entire year but only three months of NDCF, reconciliation between Cash Flow from Operating Activities to NDCF has not been provided.*
2. *Cash flow from financing activities include drawdown of additional debt, interest paid on external debt, lease rental payable to NOIDA Authority, and payments received by Candor Kolkata from GIL against JDA that are treated as non-refundable advances in the Projections*

Over the Projections Period, the Brookfield India REIT is estimated to receive cash flows from the SPVs through a combination of interest income on Shareholder Debt and CCDs, repayment of principal on Shareholder Debt, and dividends. These cash flows will contribute to the NDCF, net of REIT level expenses.

The Manager shall declare and distribute at least 90% of the NDCF of the Brookfield India REIT as distributions. Such distributions shall be declared and made on a quarterly basis and shall be calculated in accordance with the applicable regulations.

Presently, the Manager proposes to calculate the NDCF for the Brookfield India REIT as laid out in the section titled "*Distribution*" on page 284 of the Offer Document.

j. Other key assumptions

a. <u>Maintenance Capex:</u>

Maintenance Capex of 2% of Warm Shell rent charged to each SPV to undertake ongoing repairs and maintenance for the buildings.

b. <u>Capital Expenditure:</u>

Manager's assessment of construction cost and timelines of below projects is based on discussions with third party consultants, prior experience, and expectations around market conditions among other things. Construction (including interest during construction) and upgrades have been assumed to be financed by debt (raised at Asset SPVs) and accordingly cash flow impact of construction and upgrade costs will be offset by debt drawdown during the construction period. Refer to Finance Costs for additional details.

i. <u>Under Construction projects</u>

The following table summarizes construction timeline and costs assumed for projects expected to reach completion or start generating revenue during the Projections Period:

Asset	Building / Works	Under Construction Area (msf)	Pending Cost [(1)] (₹ MM)	Completion Date (end of Quarter)
N1	Amenity Block (Block 8)	0.1	362	September 2021
N1	Ongoing campus works - Extended basements, amphitheatre, experience center, etc.		274[(2)]	June 2021

Notes:
1. *As at September 30, 2020*
2. *Includes ₹ 14 MM of pending cost on N1 Tower 5 which received occupancy certificate on September 22, 2020 and planned capex for fit-outs.*

ii. <u>Asset Upgrades</u>

Apart from the above mentioned expenditure, the Initial Portfolio also has several ongoing and planned asset upgrade initiatives totaling to ₹ 506 million, which are expected to be completed within the Projections Period:

Asset	Description of select upgrades	Budget (₹ MM)	Completion Date (end of Quarter)
Kensington	Lobby and podium upgrade, grade level amenities and food court	147	March 2023
G2	Landscaping, central spine, gym renovation and food court extension	97	June 2022
N1	Renovation of food court	35	June 2021

Asset	Description of select upgrades	Budget (₹ MM)	Completion Date (end of Quarter)
K1	Renovation of food court, gym, swimming pool, tenant improvement budget	227	June 2021

iii. Future Development projects

The Initial Portfolio also has projected cost to be incurred on the following Future Development Areas and campus works, which are expected to be commenced within and completed after the Projections Period:

Asset	Building	Leasable Area (msf)	Commencement Date (end of Quarter)
G2	Proposed Tower	0.1	March 2022
N1	Tower 4B	0.4	December 2021
N1	Tower 4A	0.4	December 2022
K1	Commercial 1 (New JDA with GIL)	0.5	March 2021
K1	Tower D1	0.3	March 2022
K1	Multi-level Car Park	-	September 2022

c. Depreciation and Amortization:

Depreciation and Amortization have been calculated based on the straight line method and an estimate of useful life. The useful lives of the assets have been determined by management after considering nature of assets, the estimated usage of the assets, the operating conditions of the assets, past history of replacement and maintenance support.

Depreciation for income tax purpose has been considered at the applicable rates of depreciation under the IT Act which are expected to apply for the period of Projections.

d. Finance Costs:

The Manager has assumed that net debt of the Asset SPVs as of March 31, 2020 is replaced with a combination of Shareholder Debt (financed with proceeds from Issue) and new external debt raised by the Asset SPVs. The Shareholder Debt to the Asset SPVs will carry a coupon rate of 12.50% per annum payable quarterly.

Maintenance Capex of 2% of net rent is assumed to be funded entirely by debt during the Projections Period. Projections also assume drawdown on the credit facility to utilize the enhanced debt capacity resulting from increase in NOI during the Projections Period. The cost of post-Issue external debt, along with the above mentioned utilizations over the Projections Period, has been assumed to be 7.15% per annum based on the terms agreed between the Manager and a financial institution.

Construction and asset upgrades have been assumed to be financed by additional external debt raised by the Asset SPVs with the below assumptions:

- During the construction period, the Asset SPVs will be able to obtain non-amortizing debt at a coupon rate of 9.75% per annum. Interest during construction will be funded by debt

- Post completion of construction, debt is expected to be refinanced with non-amortizing debt carrying a coupon rate of 7.15% per annum

Additionally, Ind-AS adjustment for security deposits is expected to lead to additional finance costs during the period of Projections. Discounting rate of 10.75% - 11.20% has been used for the purposes of Fair valuation of security deposits. Corresponding expenses are recognized as finance costs as part of Ind-AS adjustments.

e. K1 Joint Development Agreement:

A Joint Development Agreement ("JDA") has been signed between Candor Kolkata and Gurgaon Infospace Limited ("GIL") for developing 0.5 msf of commercial cum retail development out of the total future development of 2.7 msf on 19 November 2020, wherein GIL shall pay Candor Kolkata a sum of ₹ 1,000 million (inclusive of GST) which is to paid in the following manner: (i) ₹80 million in 12 equal quarterly instalments from January 2021 and (ii) ₹20 million each in the quarter starting April 2021 and April 2022. GIL will be entitled to receive 28% of revenue comprising rentals, deposits, margin from CAM services, parking and any other revenue, and Candor Kolkata will be entitled to receive balance 72%.

The payments received by Candor Kolkata from GIL against this JDA are treated as non-refundable advances in the Projections. In the agreement, the advances have been agreed to be non-refundable provided the development is commenced within 24 months from January 1, 2021 subject to Force Majeure as defined in the JDA. The Manager has assumed that construction commences in quarter ending March 2021.

f. <u>Retail Waivers:</u>

In light of impact of COVID-19, the Manager has assumed that retail tenants (excluding banks), which occupy less than 2% of the Occupied Area in the Initial Portfolio, will be supported through certain rent rebates until June 2021. Post June 2021, all such tenants have been assumed to have reverted to contractual rents.

g. <u>CIOP:</u>

i. <u>Fee earned from other SPVs:</u>

CIOP's revenue in Projections is assumed to be earned from G2, N1 and K1 only. Such revenue is earned basis fixed rate cards assigned to each maintenance service model (as described in section *2.f (d) Maintenance Service Income*). The Manager assumes that the rate cards escalate by 15% every 3 years with next escalation due in FY22.

ii. <u>Employee Benefit Expenses:</u>

CIOP has discontinued its operational services arrangement with the Identified Assets w.e.f. September 1, 2020. The employee expenses for FY2021 have been estimated using the actual expenses incurred in CIOP towards servicing G2, N1, and K1 (60% of September 2020 expenses). Remaining 40% expenses transferred to MIOP on account of transfer of employees.

Annexure A: Sensitivity Analysis on Material Assumptions

I. Below table shows impact on the results of operations of the Brookfield India REIT in case of changes in Leasing Rent (including car parking income). The analysis assumes all other variables remain the same. [1,2]

Leasing Rent for vacant area Lease-up and Re-leasing rent for expiries decreases by 10%

	FY2021	FY2022	FY2023
Income from Operating Lease Rentals	6,059	6,708	7,006
% change from base case	*(0.2%)*	*(1.5%)*	*(2.1%)*
Revenue from Operations	8,859	9,894	10,873
% change from base case	*(0.1%)*	*(1.0%)*	*(1.4%)*
NOI	6,772	7,586	8,036
% change from base case	*(0.2%)*	*(1.3%)*	*(1.8%)*
EBITDA	6,358	7,081	7,504
% change from base case	*(0.2%)*	*(1.4%)*	*(1.9%)*
Cash flows from Operating Activities	6,143	7,310	7,801
% change from base case	*(0.2%)*	*(1.2%)*	*(2.2%)*
NDCF	1,213	6,525	6,841
% change from base case	*(1.2%)*	*(1.4%)*	*(2.5%)*

Leasing Rent for vacant area Lease-up and Re-leasing rent for expiries decreases by 5%

	FY2021	FY2022	FY2023
Income from Operating Lease Rentals	6,065	6,760	7,081
% change from base case	*(0.1%)*	*(0.8%)*	*(1.0%)*
Revenue from Operations	8,865	9,946	10,949
% change from base case	*(0.1%)*	*(0.5%)*	*(0.7%)*
NOI	6,778	7,638	8,111
% change from base case	*(0.1%)*	*(0.7%)*	*(0.9%)*
EBITDA	6,363	7,131	7,576
% change from base case	*(0.1%)*	*(0.7%)*	*(0.9%)*
Cash flows from Operating Activities	6,150	7,356	7,889
% change from base case	*(0.1%)*	*(0.6%)*	*(1.1%)*
NDCF	1,220	6,573	6,930
% change from base case	*(0.6%)*	*(0.7%)*	*(1.3%)*

Leasing Rent for vacant area Lease-up and Re-leasing rent for expiries increases by 5%

	FY2021	FY2022	FY2023
Income from Operating Lease Rentals	6,077	6,863	7,231
% change from base case	*0.1%*	*0.8%*	*1.0%*
Revenue from Operations	8,877	10,049	11,098
% change from base case	*0.1%*	*0.5%*	*0.7%*
NOI	6,790	7,742	8,261
% change from base case	*0.1%*	*0.7%*	*0.9%*
EBITDA	6,375	7,230	7,719
% change from base case	*0.1%*	*0.7%*	*0.9%*
Cash flows from Operating Activities	6,165	7,447	8,063
% change from base case	*0.1%*	*0.6%*	*1.1%*
NDCF	1,235	6,667	7,106
% change from base case	*0.6%*	*0.7%*	*1.3%*

Leasing Rent for vacant area Lease-up and Re-leasing rent for expiries increases by 10%

	FY2021	FY2022	FY2023
Income from Operating Lease Rentals	6,083	6,914	7,305
% change from base case	*0.2%*	*1.5%*	*2.1%*
Revenue from Operations	8,883	10,100	11,173
% change from base case	*0.1%*	*1.0%*	*1.4%*
NOI	6,796	7,793	8,335
% change from base case	*0.2%*	*1.3%*	*1.8%*
EBITDA	6,381	7,279	7,791
% change from base case	*0.2%*	*1.4%*	*1.9%*
Cash flows from Operating Activities	6,173	7,493	8,150
% change from base case	*0.2%*	*1.2%*	*2.2%*
NDCF	1,242	6,714	7,193
% change from base case	*1.2%*	*1.4%*	*2.5%*

Note:

1. *For base case, refer to 2.d. Snapshot of select line items of the Brookfield India REIT*
2. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure as if it were in existence since January 1, 2021 hence NDCF for FY2021 is for Q4FY2021only.*

II. Below table shows impact on the results of operations of the Brookfield India REIT in case of a delay in Lease up of vacant areas. The analysis assumes all other variables remain the same.[1,2]

Lease-up of vacant area delayed by 6 months

	FY2021	FY2022	FY2023
Income from Operating Lease Rentals	5,951	6,511	7,154
% change from base case	*(2.0%)*	*(4.4%)*	*(0.0%)*
Revenue from Operations	8,728	9,536	10,966
% change from base case	*(1.6%)*	*(4.6%)*	*(0.5%)*
NOI	6,656	7,347	8,170
% change from base case	*(1.9%)*	*(4.5%)*	*(0.2%)*
EBITDA	6,246	6,850	7,633
% change from base case	*(1.9%)*	*(4.6%)*	*(0.2%)*
Cash flows from Operating Activities	6,013	7,128	7,855
% change from base case	*(2.4%)*	*(3.7%)*	*(1.5%)*
NDCF	1,082	6,335	6,895
% change from base case	*(11.8%)*	*(4.3%)*	*(1.7%)*

Lease-up of vacant area delayed by 12 months

	FY2021	FY2022	FY2023
Income from Operating Lease Rentals	5,951	6,152	7,087
% change from base case	*(2.0%)*	*(9.7%)*	*(1.0%)*
Revenue from Operations	8,728	9,059	10,769
% change from base case	*(1.6%)*	*(9.4%)*	*(2.3%)*
NOI	6,656	6,951	8,073
% change from base case	*(1.9%)*	*(9.6%)*	*(1.4%)*
EBITDA	6,246	6,467	7,541
% change from base case	*(1.9%)*	*(9.9%)*	*(1.4%)*
Cash flows from Operating Activities	6,013	6,834	7,579
% change from base case	*(2.4%)*	*(7.7%)*	*(5.0%)*
NDCF	1,082	6,033	6,616
% change from base case	*(11.8%)*	*(8.9%)*	*(5.7%)*

Note:
1. *For base case, refer to 2.d. Snapshot of select line items of the Brookfield India REIT*
2. *The Projections for FY2021, FY2022 and FY2023 are derived assuming post Issue capital structure and corporate structure as if it were in existence since January 1, 2021 hence NDCF for FY2021 is for Q4FY2021 only.*

DISTRIBUTION

Certain information contained herein are not historical facts and accordingly are forward-looking statements and/ or projections. Such information is based on the assumptions set forth in "Projections" beginning on page 258 and is subject to certain risks and uncertainties that could cause actual results to differ materially from those that may be projected. For a discussion of the risks and uncertainties related to such statements, prospective investors should read "Forward-Looking Statements", "Risk Factors" and "Projections" beginning on pages 21, 30 and 256, respectively.

Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or covenant with respect to the accuracy of the underlying assumptions by the Brookfield REIT, the Trustee, our Sponsor, our Manager, the Lead Managers or any other person connected with the Issue. Prospective investors are cautioned not to place undue reliance on such forward-looking information that is stated only as on the date of this Offer Document.

The NDCF of the Brookfield REIT are based on the cash flows generated from the Brookfield REIT's assets. All the REIT Distributions (defined below) shall be made in accordance with Regulation 18(16) of the REIT Regulations.

Distribution Policy

In terms of the REIT Regulations, not less than 90% of the NDCFs of our Asset SPVs are required to be distributed to Brookfield REIT, in proportion of its shareholding in our Asset SPVs, subject to applicable provisions of the Companies Act. The cash flows receivable by Brookfield REIT may be in the form of dividends, interest income, principal loan repayment, proceeds of any capital reduction or buyback from our Asset SPVs/ CIOP, sale proceeds out of disposal of investments of any or assets directly/ indirectly held by Brookfield REIT or as specifically permitted under the Trust Deed or in such other form as may be permissible under the applicable laws.

At least 90% of the NDCFs of Brookfield REIT ("**REIT Distributions**") shall be declared and made once every quarter of a Financial Year by our Manager. The first distribution shall be made upon completion of the first full quarter after the listing of our Units on the Stock Exchanges. Further, in accordance with the REIT Regulations, REIT Distributions shall be made no later than 15 days from the date of such declarations. The REIT Distributions, when made, shall be made in Indian Rupees.

The NDCFs shall be calculated in accordance with the REIT Regulations and any circular, notification or guidelines issued thereunder including the SEBI Guidelines. Presently, the Brookfield REIT proposes to calculate the REIT Distributions in the manner provided below:

Calculation of NDCF at the Asset SPV level:

Description
Profit after tax as per statement of profit and loss (standalone) (A)
Add: Depreciation, amortization and impairment as per Statement of profit and loss
Add/(Less): Any other item of non-cash expense/ non -cash income (net of actual cash flows for these items), as may be deemed necessary by the Manager. For example, any decrease/ increase in carrying amount of an asset or of a liability recognised in statement of profit and loss/income and expenditure on measurement of the asset or the liability at fair value, interest cost as per effective interest rate method, deferred tax, lease rents recognised on a straight line basis, etc.
Add/less: Loss/gain on sale. transfer/ disposal/ liquidation of real estate assets, investments (including cash equivalents), other assets or shares of /interest in Asset SPVs
Add: Proceeds from sale / liquidation/transfer/ disposal of real estate assets, investments (including cash equivalents), assets or shares of / interest in Asset SPVs, adjusted for the following: • Applicable capital gains and other taxes • Related debts settled or due to be settled from sale proceeds • Any acquisition • Directly attributable transaction costs • Proceeds reinvested or planned to be reinvested as per REIT Regulations • Investment in any form as permitted under the REIT Regulations as may be deemed necessary by the Manager

Description
Add: Proceeds from sale of real estate assets, investments, assets or sale of shares of Asset SPVs not distributed pursuant to an earlier plan to re-invest as per REIT Regulations, if such proceeds are not intended to be invested subsequently
Add: Interest (or other similar payments) on Shareholder Debt (or on debentures or other instruments held by the Brookfield REIT) charged/ debited to the statement of profit and loss
Add/(Less): Other adjustments, including but not limited to net changes in security deposits, working capital, deferred/ prepaid income or deferred/ prepaid expenditure, etc.
Less: Any expense in the nature of capital expenditure including capitalized interest thereon (to the parties other than Brookfield REIT), capitalised overheads, etc.
Less: Net debt repayment/ (drawdown)/ redemption of preference shares/ debentures/ any other such instrument/ premiums/ accrued interest/ any other obligations/ liabilities etc., to parties other than Brookfield REIT, as may be deemed necessary by the Manager
Add: Cash inflows in relation to equity/ non-refundable advances, etc.
Less: Any dividends on or proceeds from repayments or redemptions or buy-backs or capital reduction of shares (including compulsory convertible instruments), held by anyone other than the Brookfield REIT (either directly or indirectly), and any taxes thereon (including any dividend distribution tax or buy back distribution tax, etc., if applicable)
Total adjustments (B)
NDCF (C) = (A+B)

***Note*:**

1. *Distribution of at least 90% of the above NDCF as per the REIT Regulations is subject to compliance with the requirements of Companies Act, 2013*

Calculation of NDCF at the standalone Brookfield REIT level:

Description
Cash flows received from Asset SPVs, CIOP/Operating Service Provider and any investment entity in the form of: • Interest (net of applicable taxes, if any) • Dividends (net of applicable taxes, if any) • Repayment of Shareholder Debt (or debentures and other similar instruments) • Proceeds from buy-backs/ capital reduction/ redemptions (net of applicable taxes)
Add: Proceeds from sale, (transfer or liquidation or redemption or otherwise realization) of investments (including cash equivalents), assets or shares of/interest in Asset SPVs, or any form of fund raise at Brookfield REIT level, adjusted for the following: • Applicable capital gains and other taxes • Related debts settled or due to be settled from sale proceeds • Directly attributable transaction costs • Proceeds reinvested or planned to be reinvested as per REIT Regulations • Investment in shares or debentures or shareholder debt of Asset SPVs and/ or CIOP/ Operating Service Provider or other similar investments • Lending to Assets SPVs and/ or CIOP/ Operating Service Provider
Add: Proceeds from sale (transfer or liquidation or redemption or otherwise realization) of investments, assets or shares of/ interest in Asset SPVs not distributed pursuant to an earlier plan to re-invest as per REIT Regulations, if such proceeds are not intended to be invested subsequently
Add: Any other income received at the Brookfield REIT level and not captured herein, or refund/ waiver/ cessation of any expenses/ liability.
Less: Any other expense (whether in the nature of revenue or capital expenditure) or any liability or other payouts required at the Brookfield REIT level, and not captured herein
Less: Any payment of fees, including but not limited to: • Trustee fees • REIT Management Fees • Valuer fees • Legal and professional fees • Trademark license fees • Secondment fees
Add: Cash flow received from Asset SPV and investment entity, if any including to the extent not covered above:

Description
• repayment of the debt in case of investments by way of debt • proceeds from buy-backs/ capital reduction
Add/ (Less): Debt drawdown/ (payment) of interest and repayment on external debt (including any loans, bonds, debentures or other form of debt funding) at the Brookfield REIT level
Less: Income tax and other taxes (if applicable) at the standalone Brookfield REIT level (net of any tax refunds)
Add/(Less): Cash inflows and outflows in relation to any real estate properties held directly by the Brookfield REIT, to the extent not covered above (if any)
Add/(Less): Other adjustments, including but not limited to net changes in security deposits, working capital, etc.
NDCF

Note:
1. *Distribution of at least 90% of the above NDCF as per the REIT Regulations is subject to compliance with the requirements of Companies Act, 2013*

In terms of the REIT Regulations, if the distribution is not made within 15 days of declaration, our Manager shall be liable to pay interest to our Unitholders at the rate of 15% per annum until the distribution is made. Such interest shall not be recovered in the form of fees or any other form payable to our Manager by the Brookfield REIT.

Unitholders should note that there is no assurance or guarantee that distributions will be made in any amount or at all.

For a discussion on the risks relating to distribution, see "*Risk Factors – Our Manager does not provide any assurance or guarantee of any distributions to the Unitholders. Our Manager may not be able to make distributions to Unitholders in the manner described in this Offer Document or at all, and the quantum of distributions may decrease*" beginning on page 30.

LEVERAGE AND CAPITALIZATION

Details of our capital structure and borrowings are as follows:

(*₹ in million*)

	As of September 30, 2020	
	Pre Issue	**Post Issue**
Particulars		
Shareholder's funds:		
Capital	652.04	-
Other equity	(25,439.82)	-
Total Shareholder's funds	**(24,787.78)**	-
Borrowings		
Non-related party		
Long term borrowings	55,183.13	-
Current maturities of long term borrowings	1,062.75	-
Short term borrowings	-	-
Interest accrued	-	-
Related Party		
Long term borrowings	13,272.32	-
Current maturities of long term borrowings	-	
Short term borrowings	-	-
Interest accrued	271.95	-
Total Debt	**69,790.15**	-
Total Capitalisation	**45,002.37**	-

For details on indebtedness of our Asset SPVs, refer to the section titled "Financial Information of the Brookfield REIT" and "Financial Indebtedness" and for details on the capital structure of our Asset SVPs, refer to the section titled "Our Portfolio Companies".

SECTION – VIII: ABOUT THE ISSUE

THE ISSUE

The following is a general summary of the terms of the Issue. This summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Offer Document:

Issue	**Up to [•] Units aggregating up to ₹38,000 million**
Of which	
Institutional Investor Portion (not more than 75% of the Issue)**	Not more than [•] Units
Non-Institutional Investor Portion (not less than 25% of the Issue)	Not less than [•] Units
Floor Price	₹[•]
Cap Price	₹[•]
Issue Price	₹[•]
Face Value	Not applicable
Minimum Bid Size	₹[•]
Bid/ Issue Opening Date**	February 3, 2021
Bid/ Issue Closing Date	February 5, 2021
Sponsor	BSREP India Office Holdings V Pte. Ltd.
Trustee	Axis Trustee Services Limited
Manager	Brookprop Management Services Private Limited
Authority for the Issue	The Issue was authorised and approved by our Board on September 26, 2020.
Tenure of the Brookfield REIT	The Brookfield REIT shall remain in force perpetually until it is dissolved or terminated in accordance with the Trust Deed and the REIT Regulations. For details, see "*Key Terms of the Formation Transactions*" beginning on page 158
Units issued and outstanding immediately prior to the Issue	[•]
Units issued and outstanding immediately after the Issue	[•]
Sponsor's Units	Up to [•] Units Our Units to be held by our Sponsor will be allotted to them pursuant to the Formation Transactions, immediately prior to the Allotment pursuant to the Issue
Distribution	See "*Distribution*" beginning on page 284
Indian Taxation	See "*Taxation*" beginning on page 342
Use of Issue proceeds	See "*Use of Issue Proceeds*" beginning on page 219
Listing and timelines for Listing	This being the first public offer of Units by the Brookfield REIT, there has been no formal market for our Units. Our Units are proposed to be listed on BSE and NSE. In-principle approvals for listing of our Units have been received from BSE and NSE on November 2, 2020 and November 5, 2020, respectively. Our Manager shall apply to BSE and NSE for the final listing and trading approvals, after the Allotment and credit of our Units to the beneficiary accounts with the Depository Participants. Our Units are required to be listed within 12 Working Days from Bid/ Issue Closing Date
Designated Stock Exchange	BSE
Transfer Restriction	See "*Rights of Unitholders*" beginning on page 323
Commitment received from Strategic Investors	-
Closing Date	The date on which Allotment of our Units pursuant to the Issue is expected be made, i.e. on or about February 12, 2021
Ranking	Our Units being issued and transferred shall rank *pari passu* in all respects, including rights in respect of distribution, with no unit carrying preferential or different rights from other units of the REIT. Our Unitholders will be entitled to participate in distribution, if any, declared by the Brookfield REIT after the date of Allotment. See "*Rights of Unitholders*" beginning on page 323
Alteration of terms of the Issue	In case of any alteration of the terms of our Units, including the terms of the Issue, which may adversely affect the interest of our Unitholders, an approval from our Unitholders

Issue	Up to [•] Units aggregating up to ₹38,000 million
	shall be required where the votes cast in favour of the resolution shall be more than the votes cast against the resolution
Lock-in and rights of Unitholders	For details, see "*Information About our Units*" and "*Rights of Unitholders*" beginning on pages 321 and 323, respectively
Risk Factors	Prior to making an investment decision, investors should carefully consider the matters discussed under "*Risk Factors*" beginning on page 30

***Our Manager, in consultation with the Lead Managers, may consider participation by Anchor Investors in the Issue for up to 60% of the Institutional Investor Portion in accordance with the REIT Regulations and the SEBI Guidelines. The Anchor Investor Bid/ Issue period shall be one Working Day prior to the Bid/ Issue Opening Date*

Allocation to Bidders in all categories, except Anchor Investor Portion, if any, shall be made on a proportionate basis within the specified investor categories and the number of Units Allotted shall be rounded off to the nearest integer, subject to minimum Allotment in accordance with the REIT Regulations and the SEBI Guidelines. The Issue is being made through the Book Building Process, wherein not more than 75% of the Issue shall be available for allocation to Institutional Investors on a proportionate basis, provided that our Manager, in consultation with the Lead Managers, may allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis in accordance with the REIT Regulations and the SEBI Guidelines. Further, not less than 25% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Issue Price. In case of under-subscription in any category, the unsubscribed portion in either category may be Allotted to Bidders in the other category at the discretion of our Manager, in consultation with the Lead Managers and the Designated Stock Exchange. Our Units, on Allotment, shall be traded only in the dematerialized segment of the Stock Exchanges. For details, including with respect to manner and method of application, see "*Issue Procedure*" beginning on page 294.

In case the Brookfield REIT does not receive (i) the minimum subscription of at least 90% of the Issue specified in this Offer Document; or (ii) subscription for the minimum public unitholding in accordance with Regulation 14(2A) of the REIT Regulations, or (iii) if to the number of prospective Allottees forming part of the public is less than 200, our Manager shall refund the entire subscription money received.

The maximum subscription from any investor other than our Sponsor, its related parties and its associates shall not be more than 25% of the total unit capital of the Brookfield REIT.

In case the Brookfield REIT receives oversubscription of the Issue, then our Manager, in consultation with the Lead Managers, reserve the right to retain oversubscription of not more than 25% of the Issue in accordance with the REIT Regulations and SEBI Guidelines. Our Manager, in consultation with the Lead Managers, will decide whether or not to retain any oversubscription in the Issue only after the Bid/ Issue Closing Date. For details, see "*Use of Issue Proceeds – Retention of Oversubscription in the Issue*" beginning on page 223.

There shall not be multiple classes of Units other than the subordinate Units that may be issued to our Sponsor and the associates (as defined under Regulation 2(1)(b) of the REIT Regulations) of our Sponsor. Further, in accordance with the REIT Regulations and SEBI Guidelines, no Unitholder shall enjoy superior voting rights or any other rights over another Unitholder. There shall be only one denomination of Units at any given time. Our Manager shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

No person connected with the Issue shall offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any person for making an application for Allotment of Units.

ISSUE STRUCTURE

Initial public offer of up to [•] Units for cash at price of ₹[•] per Unit aggregating up to ₹38,000 million. The Issue shall constitute at least [•]% of the total outstanding Units on a post-Issue basis. The Issue is being made through the Book Building Process.

Particulars	Institutional Investors(1)	Non Institutional Investors
Number of Units available for Allotment/ allocation(2)	Not more than [•] Units	Not less than [•] Units
Percentage of Issue Size available for Allotment/ allocation	Not more than 75% of the Issue(1)	Not less than 25% of the Issue
Basis of Allotment/ allocation if respective category is oversubscribed	Proportionate	Proportionate
Minimum Bid	Such number of Units that the Bid Amount is not less than ₹50,000 and in multiples of [•] Units thereafter, provided however that an Anchor Investor shall make an application of a value of at least ₹100 million.	Such number of Units that the Bid Amount is not less than ₹50,000 and in multiples of [•] Units thereafter.
Maximum Bid (subject to applicable limits)	Such number of Units (in multiples of [•] Units) not exceeding the size of the Issue	Such number of Units (in multiples of [•] Units) not exceeding the size of the Issue
Mode of Allotment	Compulsorily in dematerialised form	Compulsorily in dematerialised form
Bid Lot	[•] Units and in multiples of [•] Units thereafter	[•] Units and in multiples of [•] Units thereafter
Allotment Lot	[•] Units and in multiples of [•] Units	[•] Units and in multiples of [•] Units
Trading Lot	Such number of Units, the value of which is not less than ₹50,000	Such number of Units, the value of which is not less than ₹50,000
Who can apply(3)	(i) QIBs; or (ii) family trusts or intermediaries registered with SEBI, with net-worth of more than ₹5,000 million, in accordance with the last audited financial statements	Bidders other than Institutional Investors, eligible to apply in this Issue
Terms of Payment	Full Bid Amount shall be blocked by the SCSBs in the bank account of the ASBA Bidder that is specified in the Bid cum Application Form(4)(5)	Full Bid Amount shall be blocked by the SCSBs in the bank account of the ASBA Bidder that is specified in the Bid cum Application Form (4)

(1) Our Manager, in consultation with the Lead Managers may allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis

(2) Subject to valid Bids being received at or above the Issue Price

(3) In case of joint Bids, the Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names. The signature of only the First Bidder would be required in the Bid cum Application Form and such First Bidder would be deemed to have signed on behalf of the joint holders. Bidders are advised to consult their own advisors with respect to any restrictions or limitations that may be applicable to them, including any restrictions or limitations with respect to their ability to invest in our Units. By making a Bid (including any revision thereof), the Bidder will be deemed to have represented to our Manager, the Trustee, the Lead Managers and the Syndicate Members that it is eligible to participate in the Issue and be Allotted Units under applicable law

(4) The full Bid Amount shall be payable by the Anchor Investors at the time of submission of the Bid cum Application Forms. Any difference between the Anchor Investor Allocation Price and the Issue Price (in the event the Issue Price is higher) shall be paid within the Pay-in Date

(5) In case of ASBA Investors, the SCSBs shall be authorised to block such funds in the bank account of the Investor that are specified in the Bid cum Application Form

In case of under-subscription in any investor category, the unsubscribed portion in either the Institutional Investor Portion or the Non-Institutional Investor Portion may be Allotted to Bidders in the other category at the discretion of our Manager, in consultation with the Lead Managers and the Designated Stock Exchange.

Indicative Issue Timeline

Event	Indicative Date
Bid/ Issue Opening Date	February 3, 2021(1)
Bid/ Issue Closing Date	February 5, 2021
Finalization of the Basis of Allotment	On or about February 11, 2021
Closing Date	On or about February 12, 2021
Designated Date	On or about February 12, 2021
Initiation of refunds	On or about February 12, 2021

Event	Indicative Date
Listing Date	On or about February 17, 2021

(1) Our Manager may, in consultation with the Lead Managers, consider participation by Anchor Investors in accordance with the REIT Regulations and SEBI Guidelines. The Anchor Investor Bid/ Issue Period shall be one Working Day prior to the Bid/ Issue Opening Date

The above timetable is indicative and does not constitute any obligation or liability on the Brookfield REIT, our Manager, the Trustee or the Lead Managers.

While our Manager shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of our Units on the Stock Exchanges are taken within 12 Working Days of the Bid/ Issue Closing Date, the timetable may change due to various factors, including any extension of the Bid/ Issue Period by our Manager due to any revision(s) of the Price Band or any delay in receiving the final listing and trading approval from the Stock Exchanges or any force majeure, banking strike or similar circumstances. The commencement of trading of our Units will be entirely at the discretion of the Stock Exchanges and in accordance with the applicable laws.

Except with respect to the Bids received from the Anchor Investors, Bids and any revision in Bids shall be accepted only between 10.00 a.m. and 5.00 p.m. (Indian Standard Time) during the Bid/ Issue Period (except the Bid/ Issue Closing Date) at the Bidding Centers and the Designated Branches mentioned on the Bid cum Application Form. Bidders are not allowed to withdraw or lower their Bid (in terms of number of Units or the Bid Amount) at any stage. Bidders can make upward revisions in their Bids, subject to applicable law. It is clarified that Bids not uploaded on the electronic bidding system would be rejected. Due to limitation of the time available for uploading the Bids on the Bid/ Issue Closing Date, Investors are advised to submit their Bids one day prior to the Bid/ Issue Closing Date and, in any case, no later than 1.00 p.m. IST on the Bid/ Issue Closing Date. Any time mentioned in this Offer Document is IST. Investors are cautioned that, in the event a large number of Bids are received on the Bid/ Issue Closing Date, some Bids may not get uploaded due to lack of sufficient time. Such Bids that cannot be uploaded will not be considered for allocation in the Issue. Bids will be accepted only on Business Days *i.e.* Monday to Friday (excluding any public holiday). None among the Brookfield REIT, our Manager, the Trustee or any member of the Syndicate is liable for any failure in uploading the Bids due to faults in any software/ hardware system or otherwise.

In case of any discrepancy in the data entered in the electronic book *vis-à-vis* the data contained in the physical Bid cum Application Form, for a particular Bidder, the details as per the Bid file received from the Stock Exchanges shall be taken as the final data for the purpose of Allotment.

Our Manager, in consultation with the Lead Managers, reserve the right to revise the Price Band during the Bid/ Issue Period. In case the Price Band is revised, the Issue Period shall be extended for a minimum period of one Working Day, subject to the total Bid/ Issue Period not exceeding 30 days. Provided, that in case of force majeure, banking strike or similar circumstances, the Brookfield REIT, for reasons to be recorded in writing, may extend the Bid/ Issue Period for a minimum period of three Working Days, subject to total Bid/ Issue Period not exceeding 30 days. The revised Price Band and Issue Period will be widely disseminated by notification to the Designated Intermediaries and Stock Exchanges, and also by indicating the change on the websites of the Brookfield REIT, the Lead Managers, our Sponsor, our Manager and the Stock Exchanges and at the terminals of the members of the Syndicate. In accordance with the REIT Regulations and the SEBI Guidelines, the Price Band cannot be revised more than two times during the Bid/ Issue Period.

BASIS FOR ISSUE PRICE

The Issue Price will be determined by our Manager, in consultation with the Lead Managers, on the basis of assessment of market demand for our Units offered through the Book Building Process and on the basis of quantitative and qualitative factors as set forth.

Prospective investors are requested to also see "*Risk Factors*", "*Our Business and Properties*", and "*Financial Information of the Brookfield REIT*" beginning on pages 30, 114 and 374, respectively, to make an informed investment decision.

The Price Band is ₹[•] to ₹[•].

Based on the evaluation of the qualitative and quantitative factors listed below, the Unit Value at the Floor Price, the Cap Price and the Issue Price is set forth:

Particulars	At Floor Price	At Cap Price	At Issue Price
Unit Value	[•]	[•]	[•]
Number of Units issued	[•]	[•]	[•]

Qualitative Factors

Our Manager believes that some of the qualitative factors which form the basis for computing the Issue Price are set forth:

a) Global sponsorship with local expertise

b) Difficult to replicate, dominant and strategically located properties

c) Placemaking capabilities

d) Diversified blue chip tenant roster and cash flow stability

e) Significant identified internal and external growth opportunities

f) Experienced, cycle-tested senior management team

g) Institutional corporate governance framework and strong alignment of interests

For details, see "*Our Business and Properties – Our Competitive Strengths*" beginning on page 118.

Quantitative Factors

The information set forth is based on the Condensed Combined Financial Statements. For details, see "*Financial Information of the Brookfield REIT*" beginning on page 374.

Certain quantitative factors which may form the basis for computing the Issue Price are set forth:

Valuation provided by the Valuer

The Valuer has followed the income approach, utilising the discounted cash flow method with rental reversion. The assumptions based on which the value of the Initial Portfolio has been arrived at, have been disclosed in the section "*Summary Valuation Report*" beginning on page 445.

Projections

Our Manager has provided the projections of income from operating lease rentals, revenue from operations, net operating income, earnings before interest, tax, depreciation and amortization, cash flows from operating activities, net distributable cash flows and underlying assumptions of the Brookfield REIT for Financial Years ending March 31, 2021, 2022 and 2023. For details of the Projections and notes thereto, see "*Projections*" beginning on page 256.

Price/ Net Asset Value per Unit ratio in relation to Issue Price:

		Price/ Net Asset Value per Unit		
Particulars	**Amount (in ₹)**	**At Floor Price**	**At Cap Price**	**At Issue Price**
Net Asset Value per Unit [(1)]	[•]	[•]	[•]	[•]

[(1)] Net assets in accordance with the Condensed Combined Financial Statements have been used in the analysis. For further details, refer to "Financial Information of the Brookfield REIT" beginning on page 374. Net Asset Value per unit has been calculated based on [•]

Comparison with Industry Peers

Particulars	NAV per unit (INR) [(1)]	Premium / (Discount to NAV) % [(2)]
Embassy Office Parks REIT	375.02	(5.3%)
Mindspace Business Parks REIT	338.41	(3.0%)

[(1)] NAV as of September 30, 2020
[(2)] Calculated as Unit Price / NAV -1. Unit price is as of December 14, 2020

ISSUE PROCEDURE

Below is a summary, intended to provide a general outline of the procedures for the bidding, application, payment, Allocation and Allotment of our Units to be issued pursuant to the Issue. The procedure followed in the Issue may differ from the one mentioned below, and investors are presumed to have apprised themselves of the same from our Manager or the Lead Managers.

The Bidders are advised to inform themselves of any restrictions or limitations that may be applicable to them and are required to consult their respective advisers in this regard. Investors that apply in the Issue will be required to confirm and will be deemed to have represented to the Trustee, our Manager, the Lead Managers and their respective directors, officers, agents, affiliates and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire our Units. Our Manager and the Lead Managers and their respective directors, officers, agents, affiliates and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire our Units. Our Manager, the Trustee, the Lead Managers and Syndicate Members, if any, do not accept any responsibility for the completeness and accuracy of the information stated in this chapter and are not liable for any amendment, modification or change in the applicable law which may occur after the date hereof.

This Issue is being made in accordance with the provisions of the REIT Regulations read with the SEBI Guidelines. The Issue is being made through the Book Building Process, wherein not more than 75% of the Issue shall be available for allocation to Institutional Investors on a proportionate basis, provided that our Manager, in consultation with the Lead Managers, may allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis in accordance with the REIT Regulations and the SEBI Guidelines. Further, not less than 25% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Issue Price. Investors resident outside India, including foreign portfolio investors registered under the SEBI FPI Regulations, may participate in the Issue, subject to compliance with the REIT Regulations, SEBI Guidelines, other applicable laws in India and the applicable laws of their respective jurisdictions. ALL BIDS AND ALLOTMENT THEREON, INCLUDING BY AND TO INVESTORS RESIDENT OUTSIDE INDIA, SHALL BE MADE IN COMPLIANCE WITH THE REIT REGULATIONS READ WITH THE SEBI GUIDELINES.

Authority for the Issue

The Issue was authorised and approved by our Board on September 26, 2020.

Our Manager and Sponsor have filed a copy of this Offer Document with SEBI and the Stock Exchanges.

Our Manager has through letters dated November 2, 2020 and November 5, 2020, respectively, received the in-principle approval of BSE and NSE for the listing of our Units on BSE and NSE, respectively. The Brookfield REIT, through the Lead Managers, will file a copy of the Final Offer Document with SEBI and the Stock Exchanges.

Our Units have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Issue Procedure

This section applies to all Bidders. All Bidders other than Anchor Investors are required to participate in the Issue only through the ASBA process. Bidders applying for Units should carefully read the provisions applicable to them before submitting a Bid in the Issue. All Bidders are required to pay the full Bid Amount or instruct the relevant SCSB to block the full Bid Amount at the time of Bidding.

Book Building Procedure

As on the date of this Offer Document, the Brookfield REIT is eligible for the Issue in accordance with Regulation 14(2) of the REIT Regulations. Further, this Issue is being made through the 100% Book Building Process, wherein not more than 75% of the Issue shall be available for allocation to Institutional Investors on a proportionate basis, provided that our Manager may, in consultation with the Lead Managers, allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis, in accordance with the REIT

Regulations and the SEBI Guidelines. Further, not less than 25% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Issue Price. In case of under-subscription in any category, the unsubscribed portion in such category may be allotted to applicants in the other category.

ASBA Bidders, are required to submit their Bids through the Designated Intermediaries including the SCSBs with whom the ASBA Account is maintained.

Bidders do not have the right to withdraw or lower their Bid (in terms of number of Units or Bid Amount) at any stage. Bidders can only make upward revisions in their Bids, subject to applicable law.

Investors should note that Allotment to successful Bidders will be only in the dematerialized form. Bid cum Application Forms which do not have the details of the Bidders' depository accounts including DP ID, PAN and Client ID will be treated as incomplete and rejected. Bidders will not have the option of receiving Allotment in physical form. On Allotment, our Units will be traded only on the dematerialized segment of the Stock Exchanges.

Bid cum Application Form

Copies of the Bid cum Application Form and the abridged offer document will be available at the offices of the Lead Managers, the Syndicate Members, if any, the principal place of business of the Brookfield REIT and the Designated Intermediaries at the Bidding Centres. An electronic copy of the Bid cum Application Form will also be available on the websites of the SCSBs (as per the facility provided by the respective SCSB), NSE (www.nseindia.com) and BSE (www.bseindia.com). The Anchor Investor Application Forms will be made available at the principal place of business of the Brookfield REIT, the registered office of our Manager and the offices of each of the Lead Managers.

Bidders should use only the specified Bid cum Application Form bearing the stamp of a Designated Intermediary (except in case of electronic ASBA Forms), as the case may be, for the purpose of making a Bid in terms of this Offer Document and ASBA forms not bearing such stamps are liable to be rejected. Before being issued to Bidders, the Bid cum Application Form (except in relation to ASBA Bidders) will be serially numbered.

All Bidders (other than Anchor Investors) shall mandatorily participate in the Issue only through the ASBA process. Anchor Investors are not permitted to participate in the Issue through the ASBA process. Bidders (other than Anchor Investors) must provide bank account details and authorization to block funds in the relevant space provided in the Bid cum Application Form and Bid cum Application Forms that do not contain such details will be rejected.

An ASBA Bidder shall use the ASBA Form obtained from the Designated Intermediaries for the purpose of making a Bid. In case of application in physical mode, the ASBA Bidder shall submit the ASBA Form with the relevant Designated Intermediary. In case of application in electronic form, the ASBA Bidder shall submit the ASBA Form either through the internet banking facility available with the SCSB, or such other electronically enabled mechanism for bidding and blocking funds in the ASBA Account held with SCSB, and accordingly registering such Bids. The SCSB shall block an amount in the ASBA Account equal to the Bid Amount specified in the ASBA Form.

The Bid cum Application Form will contain information about the Bidder and the price and number of Units that the Bidder wishes to Bid for. Bidders will have the option to make a maximum of three Bids in the Bid cum Application Form and such options will not be considered multiple Bids. Bidders do not have the right to withdraw or lower their Bid (in terms of number of Units or the Bid Amount) at any stage. The blocking of funds accompanied with any revision of Bid, shall be adjusted against the amount blocked at the time of the original bid or the previously revised bid.

The Bid cum Application Form will be treated as a valid application form for Allotment of our Units. On submission of the completed Bid cum Application Form to a Designated Intermediary, the Bidder is deemed to have authorized our Manager to make the necessary changes in the Final Offer Document as may be required under the REIT Regulations, SEBI Guidelines and other applicable laws, for filing the Final Offer Document with SEBI and the Stock Exchanges without prior or subsequent notice of such changes to the Bidder.

The prescribed colour of the Bid cum Application Forms for various categories is set out below:

Category	Colour of Bid cum Application Form
Resident Indians	White
Non-Residents including Eligible NRIs and FPIs and multilateral and bilateral development financial institutions, excluding Anchor Investors, applying on a repatriation basis	Blue
Anchor Investors*	White

** Bid cum Application Forms for Anchor Investors will be made available at the principal place of business of the Brookfield REIT and the registered office of our Manager and the Lead Managers.*

Designated Intermediaries after accepting the Bid cum Application Form (other than Anchor Investors) will upload the bid along with other relevant details in Bid cum Application Form on the electronic bidding system of stock exchange(s) and submit or deliver the Bid cum Application Form to respective SCSBs where the Bidders have a bank account for blocking of funds (except in case of SCSBs, where blocking of funds will be done by respective SCSBs only).

Who can Bid?

Each Bidder should check if it is eligible to apply under applicable law. Furthermore, certain categories of Bidders/ Applicants may not be allowed to bid in the Issue or hold Units in excess of the limits specified under Applicable Law. Each Bidder (other than an Anchor Investor) is required to Bid for a Minimum Bid Size of ₹50,000.

Bidders are advised to ensure that applications from them does not exceed the investment limits or maximum number of Units that can be held by them under applicable law.

Subject to the above, an illustrative list of Bidders/ Applicants is set out below:

(i) QIBs;

(ii) Family trusts or intermediaries registered with SEBI, all with net-worth of more than ₹5,000 million, as per the last audited financial statements;

(iii) Indian nationals resident in India, competent to contract under the Indian Contract Act, 1872, in single or joint names (not more than three) under the Non-Institutional Investor Portion;

(iv) Bids/ Applications belonging to an account for the benefit of a minor (under guardianship) under the Non-Institutional Investor Portion;

(v) Hindu Undivided Families ("**HUFs**"), in the individual name of the Karta under the Non-Institutional Investor Portion. Such Bidder/ Applicant should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form as follows: "Name of Sole or first Bidder/ Applicant: XYZ HUF applying through XYZ, where XYZ is the name of the Karta". Bids/ Applications by HUFs may be considered at par with Bids/Applications from individuals;

(vi) Companies, corporate bodies and societies registered under applicable law in India and authorized to invest in our Units under the Non-Institutional Investor Portion;

(vii) FPIs other than FPIs which are individuals, corporate bodies and family offices, under the QIB category;

(viii) FPIs which are individuals, corporate bodies and family offices, Bidding under the Non-Institutional Investor Portion;

(ix) Eligible NRIs, subject to Applicable Law under the Non-Institutional Investor Portion;

(x) Indian financial institutions, regional rural banks, cooperative banks, other than QIBs (subject to RBI regulations, the REIT Regulations, SEBI Guidelines and other applicable law) under the Non-Institutional Investor Portion;

(xi) Trusts (other than family trusts or REITs)/ societies registered under the Societies Registration Act, 1860, as amended, or under any other law relating to trusts/ societies and who are authorized under their respective constitutions to hold and invest in units of REITs;

(xii) Scientific organisations under the Non-Institutional Investor Portion, if so authorised in India to invest in our Units; and

(xiii) Any other person eligible to Bid/ apply in the Issue, under the laws, rules, regulations, guidelines and policies applicable to them and under applicable law.

In accordance with existing regulations, OCBs cannot participate in this Issue.

The Parties to the REIT and the Members of the Syndicate are not liable for any amendment or modification or change to applicable law, which may occur after the date of this Offer Document. Bidders are advised to make their independent investigations and satisfy themselves that they are eligible to apply. Bidders are advised to ensure that application from them does not exceed the applicable investment limits or maximum number of Units that can be held by them under applicable law.

The Trustee, the Valuer, the Independent Property Consultant and the employees of the Valuer and the Independent Property Consultant who were involved in the valuation of the Portfolio are not permitted to Bid in this Issue.

Our Units have not been and will not be registered under the U.S. Securities Act or any other applicable state securities laws of the United States and, unless so registered, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, our Units are being offered or sold only to (i) persons who are "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act ("Rule 144A")) pursuant to section 4(a) of the U.S. Securities Act or another available exemption from the registration requirements of the U.S. Securities Act and referred to in this Offer Document as "U.S. QIBs"; for the avoidance of doubt, the term "U.S. QIB" does not refer to a category of Institutional Investor defined under applicable Indian regulations and referred to in this Offer Document as QIBs or Qualified Institutional Buyers), and (ii) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act ("Regulation S") and the applicable laws of the jurisdiction where those offers and sales occur.

This Issue is being made in accordance with the provisions of the REIT Regulations read with the SEBI Guidelines. The Issue is being made through the Book Building Process, wherein not more than 75% of the Issue shall be available for allocation to Institutional Investors on a proportionate basis, provided that our Manager, in consultation with the Lead Managers, may allocate up to 60% of the Institutional Investor Portion to Anchor Investors on a discretionary basis in accordance with the REIT Regulations and the SEBI Guidelines. Further, not less than 25% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Issue Price. Investors resident outside India, including foreign portfolio investors registered under the SEBI FPI Regulations, may participate in the Issue, subject to compliance with the REIT Regulations, SEBI Guidelines, other applicable laws in India and the applicable laws of their respective jurisdictions. ALL BIDS AND ALLOTMENT THEREON, INCLUDING BY AND TO INVESTORS RESIDENT OUTSIDE INDIA, SHALL BE MADE IN COMPLIANCE WITH THE REIT REGULATIONS READ WITH THE SEBI GUIDELINES.

Units Offered and Sold within the United States

Each purchaser that is acquiring our Units offered pursuant to this Issue within the United States pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act, by its acceptance of this Offer Document and of our Units, will be deemed to have acknowledged, represented to and agreed with the Brookfield REIT and the Lead Managers that it has received a copy of this Offer Document and such other information as it deems necessary to make an informed investment decision and that:

1. the purchaser is authorized to consummate the purchase of our Units offered pursuant to this Issue in compliance with all applicable laws and regulations;

2. the purchaser acknowledges that our Units offered pursuant to this Issue have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state of the United States and accordingly may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;

3. the purchaser (i) is a U.S. QIB, (ii) is aware that the sale to it is being made in a transaction exempt from or not subject to the registration requirements of the U.S. Securities Act, and (iii) is acquiring such Units for its own account or for the account of a U.S. QIB to which it exercises sole investment discretion;

4. the purchaser is not an affiliate of the Brookfield REIT or a person acting on behalf of an affiliate;

5. if, in the future, the purchaser decides to offer, resell, pledge or otherwise transfer such Units, or any economic interest therein, such Units or any economic interest therein may be offered, sold, pledged or otherwise transferred only (A) (i) pursuant to an available exemption under the U.S. Securities Act or (ii) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S under the US. Securities Act and (B) in accordance with all applicable laws, including the securities laws of any state of the United States or any other jurisdiction;

6. our Units are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and no representation is made as to the availability of the exemption provided by Rule 144 for resales of any such Units;

7. the purchaser will not deposit or cause to be deposited such Units into any depositary receipt facility established or maintained by a depositary bank other than a Rule 144A restricted depositary receipt facility, so long as such Units are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act;

8. the purchaser agrees that neither the purchaser, nor any of its affiliates, nor any person acting on behalf of the purchaser or any of its affiliates, will make any "directed selling efforts" as defined in Regulation S under the U.S. Securities Act in the United States with respect to our Units or any "general solicitation" or "general advertising" (as defined in Regulation D under the U.S. Securities Act) in the United States in connection with any offer or sale of our Units;

9. the purchaser understands that such Units (to the extent they are in certificated form), unless the Brookfield REIT determines otherwise in accordance with applicable law, will bear a legend substantially to the following effect:

   THE UNITS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN AVAILABLE EXEMPTION UNDER THE U.S. SECURITIES ACT, OR (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

10. the purchaser acknowledges that the Brookfield REIT, the Lead Managers, their respective affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of such acknowledgements, representations and agreements deemed to have been made by virtue of its purchase of such Units are no longer accurate, it will promptly notify the Brookfield REIT, and if it is acquiring any of such Units as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

All Other Units Offered and Sold in this Issue

Each purchaser that is acquiring our Units offered pursuant to this Issue outside the United States, by its acceptance of this Offer Document and of our Units offered pursuant to this Issue, will be deemed to have acknowledged, represented to and agreed with the Brookfield REIT and the Lead Managers that it has received a copy of this Offer Document and such other information as it deems necessary to make an informed investment decision and that:

1. the purchaser is authorized to consummate the purchase of our Units offered pursuant to this Issue in compliance with all applicable laws and regulations;

2. the purchaser acknowledges that our Units offered pursuant to this Issue have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state of the United States and accordingly may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;

3. the purchaser is purchasing our Units offered pursuant to this Issue in an offshore transaction meeting the requirements of Rule 903 of Regulation S under the U.S. Securities Act;

4. the purchaser and the person, if any, for whose account or benefit the purchaser is acquiring our Units offered pursuant to this Issue, was located outside the United States at the time (i) the offer was made to it and (ii) when the buy order for such Units was originated and continues to be located outside the United States and has not purchased such Units for the account or benefit of any person in the United Sates or entered into any arrangement for the transfer of such Units or any economic interest therein to any person in the United States;

5. the purchaser is not an affiliate of the Brookfield REIT or a person acting on behalf of an affiliate;

6. if, in the future, the purchaser decides to offer, resell, pledge or otherwise transfer such Units, or any economic interest therein, such Units or any economic interest therein may be offered, sold, pledged or otherwise transferred only (A) (i) pursuant to an available exemption under the U.S. Securities Act or (ii) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S under the U.S. Securities Act and (B) in accordance with all applicable laws, including the securities laws of any state of the United States or any other jurisdiction. The purchaser understands that the transfer restrictions will remain in effect until the Brookfield REIT determines, in its sole discretion, to remove them;

7. the purchaser agrees that neither the purchaser, nor any of its affiliates, nor any person acting on behalf of the purchaser or any of its affiliates, will make any "directed selling efforts" as defined in Regulation S under the U.S. Securities Act in the United States with respect to our Units;

8. the purchaser understands that such Units (to the extent they are in certificated form), unless the Brookfield REIT determines otherwise in accordance with applicable law, will bear a legend substantially to the following effect:

   THE UNITS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION AVAILABLE UNDER THE U.S. SECURITIES ACT, OR (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

9. the purchaser acknowledges that the Brookfield REIT, the Lead Managers, their respective affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of such acknowledgements, representations and agreements deemed to have been made by virtue of its purchase of such Units are no longer accurate, it will promptly notify the Brookfield REIT, and if it is acquiring any of such Units as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

In relation to each Member State of the European Economic Area no offer of Units may be made to the public in that Member State other than:

a. to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

b. to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the Lead Managers; or

c. in any other circumstances falling within an exemption to produce a prospectus under the Prospectus Regulation;

provided that no such offer of Units shall require the Brookfield REIT or any Lead Manager to publish a prospectus pursuant to the Prospectus Regulation and each person who initially acquires any Units or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the Lead Managers and the Brookfield REIT that it is a "qualified investor" within the meaning of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any Units in any Member State of the European Economic Area means the communication in any form and by means of sufficient information on the terms of the offer and the Units to be offered so as to enable an investor to decide to purchase Units, the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

The Brookfield REIT, the Underwriters and their affiliates, and others will rely upon the truth and accuracy of the foregoing representation, acknowledgement and agreement.

Participation by associates and affiliates of the Lead Managers and Syndicate Members

The Lead Managers and the Syndicate Members shall not be entitled to subscribe in this Issue in any manner, except towards fulfilling their underwriting obligations.

Further, neither the Lead Managers nor any associate of the Lead Managers, other than mutual funds sponsored by entities which are associates of the Lead Managers or insurance companies promoted by entities which are associates of the Lead Managers or pension funds of entities which are associate of the Lead Managers or AIFs sponsored by the entities which are associates of the Lead Managers or a FPI other than individuals, corporate bodies and family offices, sponsored by the entities which are associates of the merchant bankers, shall apply under the Anchor Investor Portion.

However, the associates and affiliates of the Lead Managers and the Syndicate Members may Bid for Units in the Issue, either in the Institutional Investor Portion or in the Non-Institutional Investor Portion, as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. All categories of investors, including associates or affiliates of the Lead Managers and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Bids by Eligible NRIs

Eligible NRIs are permitted to participate in the Issue subject to compliance with the applicable restrictions and conditions which may be prescribed by the Government from time to time.

(i) Bid cum Application Forms for Eligible NRIs applying will be available at the office of the Brookfield REIT, the registered office of our Manager and with the Designated Intermediaries (at the Bidding centres), as the case may be.

(ii) Only Bids accompanied by payment in freely convertible foreign exchange will be considered for Allotment.

(iii) In case of Bids by Eligible NRIs applying on repatriation basis, the Bid cum Application Form for Non-Residents should be used and the payments must be made through normal banking channels or out of funds held in Non-Resident External ("**NRE**") Accounts or Foreign Currency Non-Resident Bank Accounts ("**FCNR(B)**"), maintained with banks authorized to deal in foreign exchange in India, along with documentary evidence in support of the remittance. Payment will not be accepted out of NRO Account of Eligible NRI bidding on a repatriation basis. Payment by drafts should be accompanied by bank certificate confirming that the draft has been issued by debiting to NRE Account or FCNR(B) Account.

(iv) In case of Bids by Eligible NRIs applying on non-repatriation basis, the payments may be made out of an NRO Account and the Bid cum Application Form for Residents should be used.

Bids by FPIs

FPIs are permitted to participate in the Issue subject to compliance with Schedule II and Schedule VIII of the FEMA Rules read with applicable provisions of the Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019 and such other terms and conditions as may be prescribed by SEBI from time to time. In accordance with the SEBI FPI Regulations, a FPI means, a person who has been registered under Chapter II of the SEBI FPI Regulations and shall be deemed to be an intermediary in terms of the provisions of the SEBI Act.

In case of Bids by FPIs the payment should be made out of funds held in a Special Non-Resident Rupee Account by an inward remittance through normal banking channels including debit to an NRE Account or FCNR Account along with documentary evidence in support of the remittance. In case of Bids made by FPIs, a verified true copy of the certificate of registration issued by the designated depository participant under the SEBI FPI Regulations is required to be attached along with the Bid cum Application Form, failing which, our Manager, in consultation with the Lead Managers, reserve the right to reject the Bid without assigning any reasons thereof.

All Non-Resident Bidders including Eligible NRIs and FPIs should note that refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. There is no reservation for Eligible NRIs, FPIs and FVCIs and all Bidders will be treated on the same basis with other categories for the purpose of allocation.

Bids by Anchor Investors

Our Manager, in consultation with the Lead Managers may allocate up to 60% of the Institutional Investor Portion on a discretionary basis to Anchor Investors, in accordance with the REIT Regulations and the SEBI Guidelines. The Institutional Investor Portion will be reduced in adjustment of the allocation under the Anchor Investor Portion. In the event of under-subscription in the Anchor Investor Portion, the balance Units will be added to the Institutional Investor Portion. In accordance with the REIT Regulations and the SEBI Guidelines, the key terms for participation in the Anchor Investor Portion are provided below:

(i) Anchor Investor Bid cum Application Forms will be made available for the Anchor Investor Portion at the principal place of business of the Brookfield REIT, the registered office of our Manager and the offices of each of the Lead Managers.

(ii) A Bid by an Anchor Investor must be for a minimum of such number of Units so that the Bid Amount is at least ₹100 million.

(iii) A Bid cannot be submitted for more than 60% of the Institutional Investor Portion.

(iv) The Bidding for Anchor Investors will open one Working Day before the Bid/ Issue Opening Date and will be completed on the same day.

(v) Our Manager, in consultation with the Lead Managers, will finalize allocation to the Anchor Investors on a discretionary basis, provided that the minimum number of Allottees in the Anchor Investor Portion will not be less than:

  a. two, where the allocation under Anchor Investor Portion is up to ₹2,500 million; and

  b. five, where the allocation under Anchor Investor Portion is over ₹2,500 million.

(vi) Allocation to Anchor Investors will be completed on the same day as the Anchor Investor Bid/ Issue Period. The number of Units allocated to Anchor Investors and the Anchor Investor Allocation Price, will be made available on the websites of the Stock Exchanges, our Sponsor, our Manager and the Lead Managers, prior to the Bid/ Issue Opening Date.

(vii) If the Issue Price is higher than the Anchor Investor Allocation Price, the additional amount being the difference between the Issue Price and the Anchor Investor Allocation Price will be payable by the Anchor Investors within two Working Days of the Bid/ Issue Closing Date. If the Issue Price is lower than the Anchor Investor Allocation Price, Allotment to successful Anchor Investors will be at the higher price, i.e., the Anchor Investor Allocation Price and the amount in excess of the Issue Price paid by Anchor Investors will not be refunded to them.

(viii) Our Units Allotted in the Anchor Investor Portion will be locked in for a period of 30 days from the date of Allotment.

(ix) Our Manager, in consultation with the Lead Managers, in their absolute discretion, will decide the list of Anchor Investors to whom the provisional CAN or CAN will be sent, pursuant to which the details of our Units allocated to them in their respective names will be notified to such Anchor Investors. The payment instruments for payment into the Escrow Account(s) should be drawn in favour of:

In case of resident Anchor Investors: "Escrow Account- Brookfield REIT Issue – Anchor Investor-R"

In case of non-resident Anchor Investors: "Escrow Account- Brookfield REIT Issue – Anchor Investor-NR"

(x) Neither the Lead Managers nor any associate of the Lead Managers, other than mutual funds sponsored by entities which are associate of the Lead Managers or insurance companies promoted by entities which are associate of the Lead Managers or pension funds of entities which are associate of the Lead Managers or AIFs sponsored by the entities which are associate of the Lead Managers or a FPI other than individuals, corporate bodies and family offices, sponsored by the entities which are associate of the merchant bankers, shall apply under the Anchor Investor Portion. The parameters for selection of Anchor Investors will be clearly identified by the Lead Managers.

(xi) Bids made by Anchor Investors under both the Anchor Investor Portion and the Institutional Investor Portion will not be considered as multiple Bids.

(xii) Our Manager, in consultation with the Lead Managers, reserve the right to reject any Bid received from Anchor Investors in accordance with the REIT Regulations and SEBI Guidelines.

Bids by SEBI registered VCFs and AIFs

The SEBI VCF Regulations prescribe, among other things, the investment restrictions on VCFs registered with SEBI. Further, the SEBI AIF Regulations prescribe, among other things, the investment restrictions on AIFs. Further, VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the SEBI VCF Regulations until the existing fund or scheme managed by the fund is wound up and such funds shall not launch any new scheme after the notification of the SEBI AIF Regulations. Additionally, VCFs and AIFs are subject to certain investment restrictions, including with respect to the percentage of investible funds held in each investee entity. Under the SEBI AIF Regulations, Category I and II AIFs are permitted to invest not more than 25% of the investible funds in one "investee company" (which includes a REIT) and Category III AIFs are permitted to invest not more than 10% of the investible funds in one "investee company". Allotments made in respect of Bids by VCFs and AIFs in the Issue shall be subject to the rules and regulations that are applicable to each of them respectively.

Bids by Banking Companies

Bids may be made by banks as permitted by the RBI and is subject to conditions specified in the Prudential Guidelines – Banks' investment in units of REITs and InvITs dated April 18, 2017. In case of Bids made by banking companies registered with the RBI, certified copies of (i) the certificate of registration issued by the RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Bid cum Application Form. Failing this, the Bid(s) may be rejected. Banks may participate in public issuances by REITs within the overall ceiling of 20% of their net worth permitted for direct investments in shares, convertible bonds/ debentures, units of equity-oriented mutual funds and exposures to VCFs, subject to the following conditions:

(i) Banks should put in place a board approved policy on exposures to the REIT which lays down an internal limit on such investments within the overall exposure limits in respect of the real estate sector and infrastructure sector;

(ii) Banks shall not invest more than 10% of the unit capital of a REIT;

(iii) Banks should ensure adherence to the prudential guidelines issued by RBI from time to time on Equity investments by Banks, Classification and Valuation of Investment Portfolio, Basel III Capital requirements for Commercial Real Estate Exposures and Large Exposure Framework, as applicable.

Bids by LLPs

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid cum Application Form. Failing this, the Bid(s) may be rejected.

Bids by Provident Funds/ Pension Funds

On March 2, 2015, the Ministry of Finance issued a notification allowing investments by non-government provident funds, super-annuation funds and gratuity funds up to 5% in REITs, as specified. On June 26, 2015, the Ministry of Labour and Employment issued a notification allowing investments by provident funds up to 5% in REITs, as specified. The Pension Fund Regulatory and Development Authority issued circulars dated June 3, 2015, September 2, 2015, November 4, 2016 and May 4, 2017, respectively, allowing investments by national pension funds up to 5% in REITs, as specified. However such investments by provident funds and pension funds will be subject to, among other things, in some cases the securities having a minimum of AA or equivalent rating from at least two credit rating agencies registered with SEBI. In case of Bids made by provident funds/ pension funds, subject to applicable laws, with minimum corpus of ₹250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/ pension fund must be attached to the Bid cum Application Form. Failing this, the Bid(s) may be rejected, subject to applicable law.

Bids by Mutual Funds

Bids may be made by mutual funds under all its schemes, existing and future, subject to the investment conditions and other restrictions prescribed under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 (including, the circular on mutual funds dated February 28, 2017 and any other circulars, notifications and guidelines issued thereunder). A mutual fund may invest in our Units subject to the following:

a. No mutual fund under all its schemes shall own more than 10% of the units; and

b. A mutual fund scheme shall not invest:

   i. more than 10% of its NAV in the units issued by REITs; and

   ii. more than 5% of its NAV in the units.

Provided that the limits mentioned in sub-clauses (i) and (ii) above shall not be applicable for investments in case of index fund or sector or industry specific scheme pertaining to REITs.

In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

Bids by Insurance Companies

Bids may be made by insurance companies as permitted by the IRDAI of India in terms of the Master Circular – Investments, 2016 (Version 2, May 2017) and the circular issued by the IRDAI on Investment in Units of Real Estate Investment Trusts and Infrastructure Investment Trusts dated March 14, 2017. Insurance companies can invest in units of REITs, which conform to the following:

(i) The REIT rated not less than “AA” shall form part of approved investments. REITs rated less than AA shall form part of other investments.

(ii) An insurer can invest not more than 3% of respective fund size of the Insurer (or) not more than 5% of the units issued by a single REIT, whichever is lower.

(iii) No investment shall be made in the REIT where the sponsor is under the promoter group of the insurer.

(iv) Investments in units of REIT will form part of “investment property” as per Note 6 to Regulation 9 of IRDAI (Investment) Regulations, 2016 read along with Master Circular – Investments.

The investment in units of a REIT shall be valued at market value (last quoted price should not be later than 30 days). Where market quote is not available for the last 30 days, the units shall be valued as per the latest NAV (not more than six months old) of the units published by the trust.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney or by limited companies, corporate bodies, registered societies, Eligible FPIs, insurance companies, mutual funds, AIFs, insurance funds set up by the army, navy or air force of the India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with a minimum corpus of ₹250 million (subject to Applicable Law) and pension funds with a minimum corpus of ₹250 million, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/ or bye laws must be lodged along with the Bid cum Application Form. Failing this, our Manager, in consultation with the Lead Managers, reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

Our Manager, in consultation with the Lead Managers, in their absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form.

The above information is given for the benefit of the Bidders. Each Bidder should check whether it is eligible to apply under applicable law and ensure that any prospective Allotment to it in the Issue is in compliance with the investment restrictions under applicable law. Certain categories of Bidders may not be allowed to Bid in the Issue or hold Units exceeding certain limits specified under applicable law. The Parties to the Brookfield REIT and the members of the Syndicate are not liable for any amendment or modification or change to applicable law, which may occur after the date of this Offer Document.

Maximum and Minimum Bid Size

(i) Each Bidder (other than an Anchor Investor) is required to Bid for a Minimum Bid Amount of ₹50,000 and in multiples of [•] thereafter.

(ii) No Bidder shall Bid for such number of Units which exceeds the Issue Size, subject to applicable investment limits or maximum number of Units that can be held by them under applicable law. It is clarified that, multiple Bids by a FPI Bidder utilising the multi investment manager structure shall be aggregated for determining the permissible maximum Bid.

Information for the Bidders:

(i) This Offer Document has been filed by our Manager with SEBI and the Stock Exchanges not less than five working days before the Bid/ Issue Opening Date.

(ii) After the filing of this Offer Document with SEBI and the Stock Exchanges, our Manager (on behalf of the Brookfield REIT) shall make a pre-Issue advertisement on the websites of the Brookfield REIT, our Sponsor, Manager and the Stock Exchanges. Our Manager, on behalf of the Brookfield REIT, shall announce the Floor Price or Price Band at least two Working Days prior to the opening of the Bid on the website of our Manager, Sponsor, the Brookfield REIT and Stock Exchanges and in all newspapers where the pre-Issue advertisement was released.

(iii) Copies of the Bid cum Application Form, the Abridged Offer Document and this Offer Document will be available with the members of the Syndicate and on the websites of the Stock Exchanges. Any investor (who is eligible to invest in our Units) may obtain this Offer Document or the Bid cum Application Form or both from the office of the Brookfield REIT, and the office of our Manager or any member of the Syndicate. ASBA Forms may be obtained by Bidders from Designated Intermediaries.

(iv) The Bid/ Issue Period shall be for a minimum of three Working Days. In case the Price Band is revised, the Issue Period shall be extended for a minimum period of one Working Day, subject to the total Issue Period not exceeding 30 Working Days. The revised Price Band and Bid/ Issue Period will be widely disseminated by notification to the SCSBs and Stock Exchanges, and also by indicating the change on the websites of the Lead Managers, our Sponsor, Manager and the Stock Exchanges and at the terminals of the members of the Syndicate. In accordance with the REIT Regulations and the SEBI Guidelines, the

Price Band cannot be revised more than two times and differential price shall not be offered to any investor.

(v) The Syndicate (in accordance with the terms of the Syndicate Agreement) and the Designated Intermediaries will accept Bids during the Bidding Period in accordance with the terms of this Offer Document, provided that the Lead Managers will accept the Bids from Anchor Investors only during the Anchor Investor Bid/ Issue Period.

(vi) Eligible Bidders interested in Bidding for our Units may approach any member of the Syndicate or their authorized agent(s) to register their Bids. Eligible Bidders, other than Anchor Investors, may also approach the Designated Intermediaries to register their Bids under the ASBA process.

(vii) The Bids should be submitted on the prescribed Bid cum Application Form only. Bids by ASBA Bidders will be accepted by Designated Intermediaries in accordance with Applicable Law and any other circulars issued by SEBI in this regard. Bid cum Application Forms should bear the stamp of the respective Designated Intermediaries. Bid cum Application Forms (except electronic ASBA Forms) which do not bear the stamp of a member of the Designated Intermediaries are liable to be rejected.

(viii) The collection centre of the Designated Intermediaries, as the case may be, will acknowledge the receipt of the Bid cum Application Forms by stamping and returning to the Bidder the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Bid cum Application Form for the records of the Bidder.

Instructions for completing the Bid Cum Application Form

Bidders/ Applicants may note that forms not filled completely or correctly as per instructions provided in this Offer Document and the Bid cum Application Form are liable to be rejected.

Bids must be:

(i) made only in the prescribed Bid cum Application Form or Revision Form, as applicable;

(ii) Completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained here and in the Bid cum Application Form. Incomplete Bid cum Application Forms or Revision Forms are liable to be rejected. Bidders must provide details of valid and active DP ID, Client ID and PAN clearly and without error. Invalid accounts, suspended accounts or where such account is classified as invalid or suspended shall not be considered for Allotment. Bidders should note that the members of the Syndicate and/ or the SCSBs (as appropriate) will not be liable for errors in data entry due to incomplete or illegible Bid cum Application Forms; and

(iii) In a single name or in joint names (not more than three, and in the same order as their Depository Participant details).

Bidders/ Applicants should also note that:

(i) information provided by the Bidders will be uploaded in the online system by the Designated Intermediaries, as the case may be, and the electronic data will be used to make allocation/ Allotment. Bidders are advised to ensure that the details are correct and legible;

(ii) Only the First Bidder/ Applicant is required to sign the Bid cum Application Form/ Application Form. Bidders/ Applicants should ensure that that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal; and

(iii) If the ASBA Account holder is different from the ASBA Bidder, the ASBA Form should be signed by the account holder as provided in the ASBA Form.

General Instructions

Do's:

(i) Check if you are eligible to apply in accordance with the terms of this Offer Document and under applicable laws and approvals;

(ii) Ensure that you have Bid within the Price Band;

(iii) Read all the instructions carefully and complete the relevant Bid cum Application Form;

(iv) Ensure that the details about the PAN, DP ID and Client ID are correct, and the Beneficiary Account is activated, as Allotment of Units will be in dematerialized form only;

(v) Ensure that the Bids are submitted at the Bidding centres only on the Bid cum Application Forms bearing the stamp of Designated Intermediary in case of ASBA Bidders;

(vi) Ensure that you have mentioned the correct ASBA Account number in the ASBA Form ;

(vii) Ensure that you have funds equal to the Bid Amount in the ASBA Account maintained with the SCSB before submitting the ASBA Form to any of the Designated Intermediaries;

(viii) If the first Bidder is not the bank account holder, ensure that the Bid cum Application Form is signed by the account holder. Ensure that you have mentioned the correct bank account number in the Bid cum Application Form;

(ix) Bidders should note that in case the DP ID, Client ID and the PAN mentioned in their Bid cum Application Form and entered into the online system of the Stock Exchanges by the relevant Designated Intermediary, as the case may be, if do not match with the DP ID, Client ID and PAN available in the Depository database, then such Bids are liable to be rejected. Where the Bid cum Application Form is submitted in joint names, ensure that the beneficiary account is also held in the same joint names and such names are in the same sequence in which they appear in the Bid cum Application Form;

(x) With respect to ASBA Bidders submitting bids to SCSBs, ensure that your Bid is submitted with the SCSB where the ASBA Bidder or the person whose bank account will be utilized by the ASBA Bidder for Bidding has a bank account;

(xi) Ensure that the PAN (of the sole/ first Bidder) provided in the Bid cum Application Form is exactly the same as the PAN of the person(s) in whose name the relevant beneficiary account is held;

(xii) Ensure that the full Bid Amount is paid for Bids submitted by Anchor Investors and funds equivalent to the Bid Amount are blocked by the SCSBs in case of Bids submitted through the ASBA process;

(xiii) Ensure that you have correctly checked the authorization box in the ASBA Form, or have otherwise provided an authorization to the SCSB via the electronic mode for the Designated Branch to block funds in the ASBA Account equivalent to the Bid Amount mentioned in the ASBA Form;

(xiv) Instruct your respective banks to not release the funds blocked in the ASBA Accounts;

(xv) Ensure that you receive an acknowledgement slip from the Designated Intermediary for the submission of your Bid cum Application Form;

(xvi) Submit revised Bids to the same Designated Intermediary, as the case may be, through whom the original Bid was placed and obtain a revised acknowledgment, as the case may be;

(xvii) Except for Bids (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of the SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market, (ii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, and (ii) persons exempt under applicable law from holding a PAN, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the Demographic Details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same. All other applications in which the PAN is not mentioned will be rejected;

(xviii) In cases where the PAN is same, such Bids will be treated as multiple applications. Bidders should not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground. With effect from August 16, 2010, the demat accounts of Bidders for whom PAN details have not been verified shall be "suspended for credit" and no credit of Units pursuant to the Issue will be made into the accounts of such Bidders;

(xix) Ensure that the Demographic Details are updated, true and correct in all respects;

(xx) Ensure that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal;

(xxi) In case of joint Bids, the Bid cum Application Form should contain the name of only the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names;

(xxii) Ensure that the name(s) given in the Bid cum Application Form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant;

(xxiii) Ensure that the category and the investor status is indicated;

(xxiv) Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust, etc., relevant documents are submitted;

(xxv) Ensure that Bids submitted by any person outside India are in compliance with applicable foreign and Indian laws;

(xxvi) With respect to Bids by SCSBs, ensure that you have a separate account in your own name with any other SCSB having clear demarcated funds for applying under the ASBA process and that such separate account (with any other SCSB) is used as the ASBA Account with respect to your Bid; and

(xxvii) Ensure that you have correctly signed the authorization/ undertaking box in the Bid cum Application Form, or have otherwise provided an authorization to the SCSB via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form at the time of submission of the Bid.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Don'ts:

(i) Do not Bid for lower than the Minimum Bid Size such that the Bid Amount is less than ₹50,000;

(ii) Do not Bid more than the applicable investment limits or maximum number of Units that can be held by the Bidder under applicable law;

(iii) Do not Bid on another Bid cum Application Form after you have submitted a Bid to a Designated Intermediary;

(iv) Anchor Investors should not Bid through the ASBA process;

(v) Do not submit the Bid for an amount more than funds available in your ASBA account;

(vi) Do not submit a Bid without payment of the entire Bid Amount;

(vii) Do not Bid less than the Floor Price or higher than the Cap Price;

(viii) Do not Bid on another Bid cum Application Form after you have submitted a Bid to a Designated Intermediary;

(ix) Do not pay the Bid Amount in cash, by money order or postal order or stockinvest and in relation to ABSA Bidders in any other mode other than blocked amounts in the ASBA Accounts;

(x) Do not send Bid cum Application Forms by post and only submit the same to a Designated Intermediary, as applicable;

(xi) Do not fill up the Bid cum Application Form such that the Units Bid for exceed, the Issue Size or the investment limit, or the maximum number of Units that can be held or the maximum amount permissible under Applicable Laws;

(xii) Do not submit more than five ASBA Forms per bank account;

(xiii) Do not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground;

(xiv) Do not submit incorrect details of DP ID, Client ID and PAN or give details for which demat account is suspended or for which such details cannot be verified by the Registrar;

(xv) Do not Bid if you are not competent to contract under the Indian Contract Act, 1872 (other than minors having valid depository accounts as per demographic details provided by the Depository); and

(xvi) Do not withdraw your Bid or lower the size of your Bid (in terms of quantity of the Units or the Bid Amount) at any stage.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Method and Process of Bidding

(i) Our Manager and the Lead Managers will declare the Bid/ Issue Opening Date and Bid/ Issue Closing Date at the time of filing this Offer Document with SEBI and the Stock Exchanges.

(ii) Post filing of this Offer Document with SEBI and the Stock Exchanges, our Manager shall make a pre-Issue advertisement on the websites of our Sponsor, our Manager and the Stock Exchanges.

(iii) The Price Band will be decided by our Manager in consultation with the Lead Managers and shall be disclosed at least two Working Days prior to the Bid/ Issue Opening Date on the websites of our Sponsor, Manager and the Stock Exchanges and in the newspapers where the pre-Issue advertisement will be published, if any.

(iv) The Lead Managers will accept Bids from the Anchor Investors on the Anchor Investor Bid/ Issue Period, i.e. one Working Day prior to the Bid/ Issue Opening Date. Bidders, except Anchor Investors, who are interested in subscribing to our Units should approach any of the Designated Intermediaries to register their Bids during the Bid/ Issue Period.

(v) The Bidding Period will be for at least three Working Days and not exceeding 30 Working Days (including the days for which the Issue is open in case of revision in Price Band). If the Price Band is revised, the revised Price Band and the Bidding Period will be disclosed on the websites of our Sponsor, our Manager and the Stock Exchanges and in the newspapers where the pre-Issue advertisement will be published. In case the Price Band is revised, the Issue Period shall be extended for a minimum period of one Working Day, subject to the total Bid/ Issue Period not exceeding 30 days. Provided, that in case of force majeure, banking strike or similar circumstances, the Brookfield REIT, for reasons to be recorded in writing, may extend the Bid/ Issue Period for a minimum period of three Working Days, subject to total Bid/ Issue Period not exceeding 30 days.

(vi) Each Bid cum Application Form will give the Bidder the choice to Bid for up to three optional prices within the Price Band and specify the demand (i.e., the number of Units Bid for) in each option. The price and demand options submitted by the Bidder in the Bid cum Application Form will be treated as optional demands from the Bidder and will not be cumulated. In case of an upward revision in the Price Band, in the event the Bidder does not either revise the Bid or make additional payment and the Issue

Price is higher than the Cap Price prior to revision, the number of Units Bid for will be adjusted downwards for the purpose of Allotment, such that no additional payment will be required from the Bidder and the Bidder shall be deemed to have approved such revised Bid. The Bidder can Bid at any price within the Price Band. The Bidder has to Bid for the desired number of Units at a specific price. No Bidder shall either withdraw or lower its Bid at any stage.

(vii) After determination of the Issue Price, the maximum number of Units Bid for by a Bidder at or above the Issue Price will be considered for allocation/Allotment and the rest of the Bid(s), irrespective of the Bid Amount, will become automatically invalid.

(viii) Except in relation to the Bids received from the Anchor Investors, the Members of the Syndicate or the SCSBs will enter each Bid option into the electronic Bidding system as a separate Bid and generate an acknowledgement for each price and demand option and will, on demand, give the same to the Bidder. Therefore, a Bidder can receive up to three acknowledgments for each Bid cum Application Form.

(ix) With respect to ASBA Bidders, on receipt of the ASBA Form (whether in physical or electronic mode) the Designated Branch of the SCSB will verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the ASBA Form, prior to uploading such Bids with the Stock Exchanges. If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB will reject such Bids and will not upload such Bids with the Stock Exchanges. If sufficient funds are available in the ASBA Account, the SCSB will block an amount equivalent to the Bid Amount mentioned in the ASBA Form and will enter each Bid option into the electronic bidding system as a separate Bid.

(x) Along with the Bid cum Application Form, all Bidders will make payment in the manner described under the paragraph titled "- *Payment Instructions*" beginning on page 310.

Bidders' Depository Account and Bank Account Details

Bidders should note that on the basis of Bidders' PAN, DP ID and Client ID provided by them in the Bid cum Application Form and as entered into the electronic bidding system of the Stock Exchanges by the Designated Intermediaries as the case may be, the Registrar will obtain from the Depository the demographic details including the Bidders' address, occupation and bank account details ("**Demographic Details**"), from the Depository. The Demographic Details will be used for giving refunds and allocation advice (including through physical refund warrants, direct credit, NACH, NEFT and RTGS) to the Bidders. It is mandatory to provide the bank account details in the space provided in the Bid cum Application Form and Bid cum Application Forms that do not contain such details are liable to be rejected. Hence, Bidders are advised to immediately update their bank account details, PAN and Demographic Details as appearing on the records of the Depository Participant and ensure that they are true and correct. Failure to do so could result in delays in dispatch/ credit of refunds to Bidders at the Bidders sole risk and none of the Lead Managers, the Registrar, the Escrow Collection Banks, the SCSBs, our Manager or the Trustee will have any responsibility or undertake any liability for this. Accordingly, Bidders should carefully fill in their depository account details in the Bid cum Application Form.

By signing the Bid cum Application Form, the Bidder is deemed to have authorized the Depositories to provide to the Registrar, on request, the required Demographic Details as available in their records.

Refund Orders (where refunds are not being made electronically)/ allotment advice/ CANs will be mailed at the address of the Bidder as per the Demographic Details received from the Depositories. Delivery of refund orders/ Allotment advice/ CANs may be delayed if the same, once sent to the address obtained from the Depositories, are returned undelivered. In such event, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used only to ensure dispatch of refund orders. Any such delay will be at the Bidders sole risk and none of our Manager, Trustee, the Escrow Collection Banks, the Lead Managers, the Syndicate Members or the Registrar will be liable to compensate the Bidder for any losses caused to the Bidder due to any such delay or be liable to pay any interest for such delay. In case of refunds through electronic modes as detailed in this Offer Document, Bidders may note that refunds may be delayed if bank particulars obtained from the Depository Participant are incorrect.

Bids with no corresponding record available with the Depositories matching the three parameters (namely, Bidders PAN (in case of joint Bids, PAN of first Bidder), the DP ID and Client ID), are liable to be rejected.

Payment Instructions

Our Manager, in consultation with the Trustee and the members of Syndicate, will open Escrow Accounts with one or more Escrow Collection Bank(s) in whose favour the Anchor Investor will transfer the funds.

The Escrow Collection Banks will act in terms of this Offer Document and the Escrow Agreement. The Escrow Collection Banks for and on behalf of the Bidders will maintain the monies in the Escrow Account(s) until the Designated Date. The Escrow Collection Banks will not exercise any lien whatsoever over the monies deposited therein and will hold the monies therein in trust for the Bidders. On the Designated Date, the Escrow Collection Banks will transfer the funds represented by allotment of Units (other than ASBA funds with the SCSBs) from the Escrow Accounts, in accordance with the terms of the Escrow Agreement, into the Public Issue Account with the Escrow Collection Banks. The balance amount after transfer to the Public Issue Account will be transferred to the Refund Account. Payments of refund to the Bidders will be made from the Refund Account are per the terms of the Escrow Agreement and this Offer Document.

The Bidders should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement among our Manager, Trustee (acting on behalf of the Brookfield REIT), the Syndicate, the Escrow Collection Banks, the Public Issue Account Bank, the Refund Banks and the Registrar to facilitate collections from Bidders.

Payment mechanism for ASBA Bidders

The ASBA Bidders will specify the ASBA Account in the ASBA Form and the SCSB will block an amount equivalent to the Bid Amount in the ASBA Account so specified. The SCSB will keep the Bid Amount in the relevant ASBA Account blocked until finalization of the Basis of Allotment and consequent transfer of the Bid Amount to the Public Issue Account, or until withdrawal/ failure of the Issue or until rejection of the ASBA Bid, as the case may be.

In the event of rejection of the ASBA Form, failure of the Issue or for unsuccessful ASBA Forms, the Registrar will give instructions to the SCSB to unblock the Bid Amount in the relevant ASBA Account and the SCSBs will unblock the Bid Amount on receipt of such instruction.

Other Instructions

Joint Bids in case of Individuals

Bids may be made in single or joint names (not more than three). In the case of joint Bids, all payments will be made out in favour of the Bidder whose name appears first in the Bid cum Application Form or Revision Form. All communications will be addressed to the First Bidder and will be dispatched to his or her address as per the Demographic Details received from the Depository.

Multiple Bids

A Bidder should submit only one Bid for the total number of the units required. Two or more Bids will be deemed to be multiple Bids if the sole or first Bidder is the same.

All Bids may be checked for common PAN as per the records of the Depository. For Bidders, other than Mutual Funds and FPIs which utilise the multi investment manager structure of the same beneficial owner as provided under Regulation 20 (4)(d)(xiii) of the SEBI FPI Regulations, Bids bearing the same PAN may be treated as multiple Bids by a Bidder and may be rejected.

For Bids from Mutual Funds and FPIs that utilise the multi investment manager structure, submitted under the same PAN, as well as Bids on behalf of the PAN exempted Bidders/ applicants, the Bid cum Application Forms may be checked for common DP ID and Client ID. Such Bids which have the same DP ID and Client ID may be treated as multiple Bids and are liable to be rejected.

In case of a mutual fund, a separate Bid can be made in respect of each scheme of the mutual fund registered with SEBI and such Bids in respect of more than one scheme of the mutual fund will not be treated as multiple Bids, provided that the Bids clearly indicate the scheme concerned for which the Bid is made. Bids by QIBs under the Anchor Investor Portion and Institutional Investor Portion (excluding Anchor Investor Portion) will not be considered as multiple Bids. Bids by FPIs which utilise the multi investment manager structure, submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs will not be treated as multiple bids.

After Bidding on an ASBA Form either in physical or electronic mode, where such ASBA Bid is submitted to the Designated Intermediaries and uploaded with the Stock Exchanges, an ASBA Bidder cannot Bid, either in physical or electronic mode, on another ASBA Form. Submission of a second Bid cum Application Form, to either the same or to another Designated Intermediary will be treated as multiple Bids and will be liable to be rejected either before entering the Bid into the electronic bidding system, or at any point of time prior to the allocation or Allotment of Units in this Issue. However, the ASBA Bidder can revise the Bid through the Revision Form.

More than one ASBA Bidder may Bid for Units using the same ASBA Account, provided that the SCSBs will not accept a total of more than five ASBA Forms from such ASBA Bidders with respect to any single ASBA Account.

Our Manager, in consultation with the Lead Managers, reserve the right to reject, in its absolute discretion, all or any multiple Bids in any or all categories. A check will be carried out for the same PAN. In cases where the PAN is same, such Bids will be treated as multiple applications.

Right to Reject Bids

In case of QIB Bidders Bidding in the Institutional Investor Portion, the Members of the Syndicate may reject Bids due to reasons as provided in this Offer Document, provided that such rejection will be made at the time of acceptance of the Bid and the reasons for rejecting such Bids will be provided to such Bidder in writing. Consequent refunds will be made through any of the modes described in this Offer Document and will be sent to the relevant Bidder’s address at its risk. The Members of the Syndicate may also reject Bids if all information required is not provided and the Bid cum Application Form is incomplete in any respect.

With respect to ASBA Bids, the Designated Branches of the SCSBs will have the right to reject ASBA Bids if at the time of blocking the Bid Amount in the ASBA Account, the respective Designated Branch of the SCSB ascertains that sufficient funds are not available in such ASBA Account. Subsequent to the acceptance of the ASBA Bid by Designated Intermediaries, the Designated Intermediaries will have a right to reject the ASBA Bids only on technical grounds and/ or as specified in this Offer Document.

Grounds for Technical Rejections

Bidders are advised that incomplete or illegible Bid cum Application Forms will be rejected by the Designated Intermediaries. Bidders are advised to note that Bids are liable to be rejected on technical grounds including the following:

(i) Amount paid does not tally with the amount payable for the highest value of Units Bid for. With respect to ASBA Bids, the amounts mentioned in the ASBA Form does not tally with the amount payable for the value of the units Bid for;

(ii) Application on plain paper;

(iii) In case of partnership firms (excluding LLPs), Units may be registered in the names of the individual partners and no firm as such will be entitled to apply;

(iv) Bid by persons not competent to contract under the Indian Contract Act, 1872, as amended, including minors. However, minors can Bid through their guardians;

(v) PAN not stated (except for Bids on behalf of the Central or State Government, residents of Sikkim and the officials appointed by the courts and persons/ entities not required to hold PAN under applicable law);

(vi) GIR number furnished instead of PAN;

(vii) Where PAN details are not verified by demat accounts, i.e. where the demat account is “suspended for credit”;

(viii) Bids for lower value of Units than specified for that category of investors;

(ix) Bids at a price less than the Floor Price;

(x) Bids at a price over the Cap Price;

(xi) Submission of more than five ASBA Forms per ASBA Account;

(xii) Bids for a value of less than ₹50,000;

(xiii) Bidder category not specified;

(xiv) Multiple Bids as described in this Offer Document;

(xv) In case of Bids under power of attorney or by limited companies, corporate, trust etc., relevant documents not being submitted;

(xvi) Bids accompanied by cash, cheque, stock invest, money order or postal order;

(xvii) Signature of sole and/ or the First Bidder (in case of joint Bids) is missing; In addition, with respect to ASBA Bids, the Bid cum Application form not being signed by the ASBA Account holders, if the ASBA Account holder is different from the Bidder;

(xviii) Bid cum Application Form does not have the stamp of the Designated Intermediaries (except for electronic ASBA Bids), as the case may be;

(xix) Bid cum Application Forms are not delivered by the Bidders within the time prescribed as per the Bid cum Application Form, Bid/ Issue Opening Date advertisement and this Offer Document and as per the instructions in this Offer Document and the Bid cum Application Forms;

(xx) With respect to ASBA Bids, inadequate funds in the ASBA Account to block the Bid Amount specified in the ASBA Form at the time of blocking such Bid Amount in the ASBA Account;

(xxi) Authorisation for blocking funds in the ASBA Account not provided;

(xxii) Bids for amounts greater than the maximum permissible amounts prescribed by Applicable Law;

(xxiii) Bids by OCBs;

(xxiv) Bids by persons in the United States other than "qualified institutional buyers" as defined in Rule 144A under the U.S. Securities Act;

(xxv) Bids by persons in EEA Member States or any other category of person to which marketing of Units permitted under the national laws of such EEA Member State. For details, see " – *Notice to Prospective Investors in the European Economic Area*" on page 2;

(xxvi) Bids or revisions thereof by any Bidder uploaded after 4.00 P.M. on the Bid/ Issue Closing Date;

(xxvii) Bank account details for the refund not given;

(xxviii) Bids by persons prohibited from buying, selling or dealing in units directly or indirectly by SEBI or any other regulatory authority;

(xxix) Bids by persons who are not eligible to acquire Units under applicable law or their relevant constitutional documents or otherwise;

(xxx) Bids that do not comply with the securities laws of their respective jurisdictions;

(xxxi) Bids/Applications not uploaded on the terminals of the Stock Exchanges;

(xxxii) Where no confirmation is received from SCSB for blocking of funds; and

(xxxiii) In case no corresponding record is available with the Depositories that matches the DP ID, the Client ID and the PAN.

IN CASE THE DP ID, CLIENT ID AND PAN MENTIONED IN THE BID CUM APPLICATION FORM AND ENTERED INTO THE ELECTRONIC BIDDING SYSTEM OF THE STOCK EXCHANGES DO NOT MATCH WITH THE DP ID, CLIENT ID AND PAN AVAILABLE IN THE RECORDS WITH THE DEPOSITORIES THE APPLICATION IS LIABLE TO BE REJECTED.

Electronic Registration of Bids

(i) The Designated Intermediaries will register the Bids received, using the online facilities of the Stock Exchanges. Details of Bids in the Anchor Investor Portion will not be registered on the online facilities of the Stock Exchanges. There will be at least one online connection in each city, where the Stock Exchanges are located in India and where such Bids are being accepted. The Lead Managers, our Manager and the Registrar are not responsible for any acts, mistakes or errors or omission and commissions in relation to (i) the Bids accepted by the SCSBs, (ii) the Bids uploaded by the SCSBs, (iii) the Bids accepted but not uploaded by and the SCSBs or (iv) with respect to ASBA Bids, Bids accepted and uploaded without blocking funds in the ASBA Accounts. It will be presumed that for the Bids uploaded by the SCSBs, the Bid Amount has been blocked in the relevant ASBA Account.

(ii) The Stock Exchanges will offer a screen-based facility for registering such Bids for the Issue. This facility will be available on the terminals of the Designated Intermediaries and the SCSBs during the Bid/ Issue Period. The Designated Intermediaries and the Designated Branches of the SCSBs can also set up facilities for offline electronic registration of Bids subject to the condition that it will upload the offline data file into the on-line facilities for book building on a regular basis. Stock exchange(s) shall validate the electronic bid details with depository's records for DP ID, Client ID and PAN, by the end of each bidding day and bring the inconsistencies to the notice of SCSBs or intermediaries concerned, for rectification and re-submission within the time specified by the Stock Exchange(s). Further, the Stock Exchange(s) shall allow modification of selected fields viz. DP ID/ Client ID or PAN ID (Either DP ID/ Client ID or PAN ID can be modified but not both), bank code and location code in the Bid details already uploaded on a daily basis up to timeline as has been specified. The Stock Exchanges shall develop the systems to facilitate the Bidders to view the status of their public issue applications on their websites and sending the details of applications and allotments through SMS and e-mail alerts to the Bidders.

(iii) On the Bid/ Issue Closing Date, the Designated Intermediaries will upload the Bids until such time as may be permitted by the Stock Exchanges. In order to ensure that the data uploaded is accurate, the Designated Intermediaries may be permitted one Working Day after the Bid/ Issue Closing Date to amend some of the data fields (currently DP ID, Client ID and PAN) entered by them in the electronic bidding system, after which the Registrar will proceed with the Allotment of the Units. Bidders are cautioned that a high inflow of Bids is typically experienced on the last Working Day of the Bidding, which may lead to some Bids received on the last Working Day not being uploaded due to lack of sufficient uploading time. Such Bids that could not uploaded will not be considered for allocation. Bids will only be accepted on Working Days (excluding any public holiday).

(iv) Based on the aggregate demand and price for Bids registered on the electronic facilities of the Stock Exchanges a graphical representation of consolidated demand and price will be made available at the Bidding centres and on the websites of each of the Stock Exchanges during the Bidding Period on regular intervals in accordance with applicable law.

(v) At the time of registering each Bid, the Designated Intermediaries in case of ASBA Bids will enter the following details of the Bidder in the electronic system:

a) Name of the REIT;

b) Bid cum Application Form/ASBA Form number;

c) Investor Category;

d) PAN of the first applicant;

e) DP ID;

f) Client ID;

g) Number of Units Bid for; and

h) Price option

(vi) A system generated acknowledgment will be given to the Bidder (on demand) as a proof of the registration of each of the Bidding options. It is the Bidders' responsibility to obtain the acknowledgement from the Designated Intermediaries. The registration of the Bid by the Designated Intermediary does not guarantee that the Units will be allocated/ Allotted. Such acknowledgment will be non-negotiable and by itself will not create any obligation of any kind.

(vii) The permission given by the Stock Exchanges to use their network and software of the online IPO system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Manager and/ or the Lead Managers are cleared or approved by the Stock Exchanges; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements nor does it take any responsibility for the financial or other soundness of the Brookfield REIT, the management of our Manager or Trustee or any property of the Brookfield REIT nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Offer Document; nor does it warrant that our Units will be listed or will continue to be listed on the Stock Exchanges.

Build-up of the book and revision of Bids

(i) Bids received from various Bidders through the Designated Intermediaries will be electronically uploaded to the Stock Exchanges mainframe on a regular basis.

(ii) The book gets built up at various price levels. This information will be available with the Lead Managers at the end of the Bidding Period.

(iii) During the Bid/ Issue Period, subject to applicable law, any Bidder who has registered his or her interest in our Units at a particular price level is free to revise the Bid upwards within the Price Band using the printed Revision Form, which is a part of the Bid cum Application Form.

(iv) Upward revisions can be made in both the desired number of Units and the Bid Amount by using the Revision Form. Apart from mentioning the revised options in the Revision Form, the Bidder must also mention the details of all the options in his or her Bid cum Application Form or its previous Revision Form. For example, if a Bidder has Bid for three options in the Bid cum Application Form and such Bidder is changing only one of the options in the Revision Form, he must still fill the details of the other two options that are not being revised, in the Revision Form. The Designated Intermediaries will not accept incomplete or inaccurate Revision Forms.

(v) The Bidder can make this upward revision any number of times during the Bidding Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same Designated Intermediary through whom such Bidder had placed the original Bid. Bidders are advised to retain copies of the blank Revision Form and the revised Bid must be made only in such Revision Form or copies thereof.

(vi) With respect to ASBA Bids, if revision of the Bids results in an incremental amount, the relevant SCSB will block the additional Bid Amount.

(vii) When a Bidder revises his or her Bid, he or she will surrender the earlier acknowledgment and will, on demand, receive a revised acknowledgment slip from the Designated Intermediaries. It is the responsibility of the Bidder to request for and obtain the revised acknowledgment slip, which will act as proof of his or her having revised the previous Bid.

Price Discovery and Allocation

(i) Based on the demand generated at various price levels, our Manager, in consultation with the Lead Managers, will finalize the Issue Price.

(ii) Allocation to Anchor Investors will be at the discretion of our Manager, in consultation with the Lead Managers, subject to compliance with the REIT Regulations, the SEBI Guidelines and other Applicable Laws. In the event of under-subscription in the Anchor Investor Portion, the balance Units will be added to the Institutional Investor Portion. The number of Units allocated to Anchor Investors and the Anchor Investor Allocation Price, will be made available in public domain by the Lead Managers before the Bid/ Issue Opening Date.

(iii) In case of under-subscription in any investor category, the unsubscribed portion in such category may be allotted to applicants in the other category.

(iv) Allocation to Non-Residents, including Eligible NRIs and FPIs will be subject to applicable law.

(v) Our Manager reserves the right to cancel the Issue any time after the Bid/ Issue Opening Date, but before the Allotment without assigning any reasons whatsoever.

(vi) No Bidders can withdraw or lower their Bids at any time.

Illustration of the Book Building and Price Discovery Process

Bidders should note that this example is solely for illustrative purposes and is not specific to the Issue; it also excludes Bidding by Anchor Investors.

Bidders can bid at any price within the price band. For instance, assume a price band of ₹20 to ₹24 per unit, issue size of 3,000 units and receipt of five bids from Bidders, details of which are shown in the table below. The illustrative book given below shows the demand for the units of the issuer real estate investment trust at various prices and is collated from bids received from various investors.

Bid Quantity	Bid Price (₹)	Cumulative Quantity	Subscription
500	24	500	16.70%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.70%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which the issuer is able to issue the desired number of units is the price at which the book cuts off, i.e., ₹22.00 in the above example. The issuer, in consultation with the book running lead managers, will finalise the issue price at or below such cut-off price, i.e., at or below ₹22.00. All bids at or above this issue price and cut-off bids are valid bids and are considered for allocation in the respective categories.

Syndicate Agreement

The Syndicate Agreement sets out the terms of appointment of the Syndicate Members and the obligations and responsibilities therein for the purposes of procurement of Bids (other than the Bids directly submitted to the Self Certified Syndicate Banks, Bids collected by Registered Brokers at the Broker Centers, Bids collected by the RTAs at the Designated RTA Locations and the CDPs at the Designated CDP Locations) and collection of Bid Amounts for the purpose of conclusion of the process of Allotment and listing in accordance with the REIT Regulations.

Signing of Underwriting Agreement

(i) The Brookfield REIT (acting through the Trustee), Manager, Sponsor, the Lead Managers and the Syndicate Members may enter into an Underwriting Agreement on or immediately after the finalization of the Issue Price. As in the Offer Agreement, we will agree in the Underwriting Agreement to indemnify the underwriters against certain liabilities relating to the Issue.

(ii) After signing the Underwriting Agreement, our Manager will update and file the updated Offer Document with SEBI and the Stock Exchanges in terms of the REIT Regulations and the SEBI Circular, which then will be termed the "Final Offer Document". The Final Offer Document will contain details of the Issue Price and Issue Size if any, underwriting arrangements and will be complete in all material respects.

It is proposed that pursuant to the terms of the Underwriting Agreement, the Lead Managers shall be responsible for bringing in the amount devolved in the event that the Syndicate Members do not fulfil their underwriting obligations. The Underwriting Agreement is dated [•], 2021. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters will be several and will be subject to certain conditions specified therein.

The Underwriters have indicated their intention to underwrite the following number of Units:

This portion has been intentionally left blank and will be completed prior to filing of the Final Offer Document.

Name, address, telephone number, fax number and e-mail address of the Underwriters	Indicative Number of Units to be Underwritten	Amount Underwritten (₹ in millions)
[•]	[•]	[•]
[•]	[•]	[•]

The above-mentioned is indicative underwriting and will be finalised after pricing and actual allocation. Allocation among the Underwriters may not necessarily be in proportion to their underwriting commitment. The abovementioned Underwriters are registered with SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchange(s). Our Board or REIT Offer Committee, at its meeting held on [•], 2021 has accepted and entered into the Underwriting Agreement on behalf of our Manager.

Notwithstanding the above table, the Underwriters shall be severally responsible for ensuring payment with respect to Units allocated to Bidders procured by them. In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure subscribers for or subscribe to Units to the extent of the defaulted amount subject to the terms of the Underwriting Agreement.

Issuance of Allotment Advice

(i) Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall send to the Syndicate a list of the Bidders who have been Allotted Units in the Issue.

(ii) The Registrar will then dispatch an Allotment Advice to the Bidders who have been Allotted Units in the Issue. The dispatch of an Allotment Advice shall be deemed a valid, binding and irrevocable contract for the Bidder.

Notice to Anchor Investors: Allotment Reconciliation and CANs

(i) A physical book will be prepared by the Registrar on the basis of the Bid cum Application Forms and Bids received from Anchor Investors. Based on the physical book and at the discretion of our Manager and the Lead Managers, selected Anchor Investors will be sent a CAN or, if required, the revised CAN.

(ii) **In the event that the Issue Price is higher than the Anchor Investor Allocation Price**: Anchor Investors will be sent a revised CAN within one day of the Pricing Date indicating the number of Units allocated to such Anchor Investor and the pay-in date for payment of the balance amount. Anchor Investors are then required to pay any additional amounts, being the difference between the Issue Price and the Anchor Investor Allocation Price, as indicated in the revised CAN within the pay-in date referred to in the revised CAN. Thereafter, the Allotment Advice will be issued to such Anchor Investors.

(iii) **In the event the Issue Price is lower than the Anchor Investor Allocation Price**: Anchor Investors who have been Allotted Units will directly receive Allotment Advice and will not receive a refund for the difference between the Issue Price and the Anchor Investor Allocation Price.

Designated Date and Allotment of Units

Whilst our Manager shall ensure all steps for the completion of the necessary formalities for the listing and the commencement of trading of our Units on the Stock Exchanges are completed within 12 Working Days of the Bid Closing Date, the timetable may be extended due to various factors, such as extension of the Bid/ Issue Period by our Manager, revision of the Price Band or any delay in receiving the final listing and trading approval from the Stock Exchanges. The commencement of trading of our Units will be entirely at the discretion of the Stock Exchanges and in accordance with the applicable laws.

Investors are advised to instruct their Depository Participant to accept our Units that may be Allotted to them in this Issue.

Basis of Allotment

(i) The allotment of Units to Bidders other than Anchor Investors shall be on proportionate basis within the specified investor categories and the number of Units Allotted shall be rounded off to the nearest integer, subject to minimum Allotment in accordance with the REIT Regulations and the SEBI Guidelines.

(ii) In case of under-subscription in any investor category, the unsubscribed portion in such category may be allotted to applicants in the other category.

For Anchor Investor Portion

Allocation of Units to Anchor Investors at the Anchor Investor Allocation Price will be at the discretion of our Manager, in consultation with the Lead Managers, subject to compliance with the following requirements:

a) not more than 60% of the Institutional Investor Portion will be available for allocation to Anchor Investors; and

b) allocation to Anchor Investors will be on a discretionary basis and subject to a minimum number of two Anchor Investors for allocation up to ₹2,500 million and minimum number of five Anchor Investors for allocation more than ₹2,500 million.

The number of Units Allocated to Anchor Investors and the Anchor Investor Allocation Price will be made available on the websites of the Stock Exchanges, our Sponsor, Manager and the Lead Managers, prior to the Bid/ Issue Opening Date.

Method of Proportionate Basis of Allotment in the Issue

Except in relation to Anchor Investors, in the event of the Issue being over-subscribed, our Manager will finalize the Basis of Allotment in consultation with the Designated Stock Exchange. The senior officials of the Designated Stock Exchange along with the Lead Managers, our Manager and the Registrar will be responsible for ensuring that the Basis of Allotment is finalized as per REIT Regulations and SEBI Guidelines.

Except in relation to Anchor Investors, the Allotment will be made on a proportionate basis.

In accordance with the REIT Regulations, the minimum trading lot for the purpose of trading our Units shall be such number of Units, the value of which is not less than ₹50,000.

Units in Dematerialized Form with NSDL or CDSL

In accordance with the REIT Regulations, the Allotment of Units in the Issue will be only in dematerialized form.

In this context, two agreements have been signed among the Brookfield REIT (acting through the Manager), the respective Depositories and the Registrar:

(i) Agreement dated November 3, 2020 among NSDL, the Brookfield REIT and the Registrar; and

(ii) Agreement dated November 6, 2020 among CDSL, the Brookfield REIT and the Registrar.

Bids from any Bidder without relevant details of his or her depository account are liable to be rejected.

(i) A Bidder applying for Units must have at least one valid beneficiary account with either of the Depository Participants of either NSDL or CDSL prior to making the Bid.

(ii) Allotment to a successful Bidder will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of the Bidder.

(iii) Bid cum Application Forms or Revision Forms containing incomplete or incorrect details under the heading "*Bidder's Depository Account Details*" are liable to be rejected.

(iv) Units in electronic form can be traded only on the stock exchanges having electronic connectivity with NSDL and CDSL. The Stock Exchanges where our Units are proposed to be listed have electronic connectivity with CDSL and NSDL.

Communications

All future communications in connection with Bids made in this Issue should be addressed to the Registrar quoting the full name of the sole or First Bidder, Bid cum Application Form number, PAN, Bidders depository account details, number of Units applied for, date of Bid cum Application Form, name and address of the member of the Syndicate where the Bid was submitted and with respect to ASBA Bids, the bank account number in which an amount equivalent to the Bid Amount was blocked.

Investors can contact the Compliance Officer or the Registrar in case of any pre-Issue or post-Issue related problems such as non-receipt of letters of allotment, credit of allotted Units in the respective beneficiary accounts, refund orders etc. In case of ASBA Bids submitted with the Designated Branches, Bidders can contact the relevant Designated Branch.

Our Manager estimates that the average time required by the Registrar to the Offer, the SCSBs or it for redressal of routine investor grievances shall be 15 Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Manager will seek to redress complaints as expeditiously as possible.

Payment of Refunds

In the case of Bidders other than ASBA Bidders, the Registrar will obtain from the Depositories the Bidders' bank account details, including the MICR code, on the basis of the DP ID and the Client ID provided by the Bidders in their Bid cum Application Forms.

In the case of Bids from Eligible NRIs and FPIs, any refunds, and other distributions, will normally be payable in Indian Rupees only and net of bank charges and/ or commission. Where desired, such payments in Indian Rupees will be converted into US Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and will be dispatched by registered post. Neither our Manager nor the Trustee will be responsible for any loss incurred by Bidders on account of conversion of foreign currency.

Mode of Refunds

For Anchor Investors

For Anchor Investors, any payment of refund will be through any of the following modes:

(i) **NACH**—National Automated Clearing House which is a consolidated system of ECS. Payment of refund would be done through NACH for Applicants having an account at one of the centres specified by the RBI, where such facility has been made available. This would be subject to availability of complete bank account details including Magnetic Ink Character Recognition (MICR) code wherever applicable from the depository. The payment of refund through NACH is mandatory for Applicants having a bank account at any of the centres where NACH facility has been made available by the RBI (subject to availability of all information for crediting the refund through NACH from the depositories), except where applicant is otherwise disclosed as eligible to get refunds through NEFT or Direct Credit or RTGS.

(ii) **Direct Credit** – Bidders having bank accounts with the Refund Bank, as per the Demographic Details received from the Depositories will be eligible to receive refunds through direct credit. Any bank charges levied by the Refund Bank will be borne by the Brookfield REIT.

(iii) **RTGS** – Bidders having a bank account at any of the centers notified by SEBI where clearing houses are managed by the RBI, may have the option to receive refunds, if any, through RTGS.

(iv) **NEFT** – Payment of refund will be undertaken through NEFT wherever the Bidders bank branches are NEFT enabled and have been assigned the Indian Financial System Code ("**IFSC**"), which can be linked to an MICR code of that particular bank branch. The IFSC will be obtained from the website of RBI as on a date prior to the date of payment of refund, duly mapped with an MICR code. Wherever the Bidders have registered their MICR code and bank account number while opening and operating the demat account, these will be duly mapped with the IFSC of that particular bank branch and payment of refund will be made to the Bidders through NEFT. In the event NEFT is not operationally feasible, the payment of refunds will be made through any one of the other modes discussed in this section.

Please note that refunds through the abovementioned modes shall be credited only to the bank account from which the Bid Amount was remitted.

Refunds for ASBA Bidders

In the case of ASBA Bidders, the Registrar will instruct the relevant SCSBs to unblock the funds in the relevant ASBA Accounts to the extent of the Bid Amounts specified in the ASBA Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids, within 12 Working Days of the Bid/ Issue Closing Date.

Disposal of Applications and Application Moneys and Interest in Case of Delay

With respect to Bidders other than ASBA Bidders, our Manager will ensure dispatch of Allotment advice, refund orders (except for Bidders who receive refunds through electronic transfer of funds) and give benefit to the beneficiary account with Depository Participants and submit the documents pertaining to the Allotment to the Stock Exchanges after the Allotment of Units.

In case of Bidders who receive refunds through NACH, NEFT, direct credit or RTGS, the refund instructions will be given to the clearing system within 12 Working Days from the Bid/ Issue Closing Date. A suitable communication will be sent to the Bidders receiving refunds through this mode within 12 Working Days from the Bid/ Issue Closing Date, giving details of the bank where refunds will be credited along with amount and expected date of electronic credit of refund.

Letters of Allotment or Refund Orders or instructions to the SCSBs

With respect to Anchor Investors, our Manager will ensure dispatch of Allotment Advice and refund orders (except for Anchor Investors who receive refunds through electronic transfer of funds), give benefit to the beneficiary account with the Depository Participants and submit documents pertaining to the Allotment to the Stock Exchanges after the Allotment of Units.

In the case of ASBA Bidders, the Registrar will instruct the relevant SCSBs to unblock the funds in the relevant ASBA Accounts to the extent of the Bid Amounts specified in the ASBA Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids, within 12 Working Days of the Bid Closing Date.

Interest in case of delay in dispatch of Allotment Advice or refund orders/ instruction to SCSB by the Registrar

Allotment of Units in the Issue, including the credit of Allotted Units to the beneficiary accounts of the Depository Participants, will be made not later than 12 Working Days of the Bid/ Issue Closing Date. If Allotment letters/ refund orders have not been dispatched to the Bidders or if, in a case where the refund or portion thereof is made in electronic manner through direct credit, NEFT, RTGS or NACH, the refund instructions have not been issued to the clearing system in the disclosed manner and/ or demat credits are not made to investors within 12 Working Days from the Bid/ Issue Closing Date, our Manager will be liable to pay interest at 15% per annum, as prescribed under the REIT Regulations and other Applicable Laws.

The Trustee and Manager on behalf of the Brookfield REIT shall not have recourse to the Issue Proceeds until the final approval for listing and trading of our Units from all the Stock Exchanges where listing is sought has been received.

Withdrawal of the Issue

Our Manager, in consultation with the Trustee and the Lead Managers, reserve the right not to proceed with the Issue at any time after the Bid/ Issue Opening Date but before Allotment. If our Manager withdraws the Issue, it will issue a public notice within two days, providing reasons for not proceeding with the Issue. The Lead Managers, through the Registrar, will notify the SCSBs to unblock the ASBA Accounts within one Working Day from the day of receipt of such notification. The notice of withdrawal will be made available on the websites of the Stock Exchanges, our Sponsor and Manager and will also be issued in the same newspapers where the pre-Issue advertisements have appeared, if any.

If our Manager withdraws the Issue after the Bid/ Issue Closing Date and thereafter determines that they will proceed with a further public offering of Units, it will file a fresh draft offer document with SEBI or the Stock Exchanges, as the case may be.

Notwithstanding the foregoing, the Issue is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which our Manager will apply for only after Allotment; and (ii) the final approval of the Final Offer Document after it is filed with SEBI and the Stock Exchanges.

Minimum Subscription and Minimum Allotment

In case the Brookfield REIT does not receive (i) the minimum subscription of at least 90% of the Issue specified in this Offer Document; or (ii) subscription for the minimum public unitholding in accordance with Regulation 14(2A) of the REIT Regulations, or (iii) if to the number of prospective Allottees forming part of the public is less than 200, our Manager shall refund the entire subscription money received.

In the event of non-receipt of listing permission from the Stock Exchanges or withdrawal of the observation letter issued by SEBI, the Units will not be eligible for listing and the Brookfield REIT will be liable to refund the subscription monies, if any, to the respective Allottees immediately, along with interest at the rate of 15% per annum from the date of Allotment.

INFORMATION ABOUT OUR UNITS

Unitholding of the Brookfield REIT

Particulars	Number of Units*
Units issued and outstanding prior to the Issue	[•]
Units issued and outstanding after the Issue	[•]

**To be determined upon finalization of the Issue Price and updated in the Final Offer Document prior to filing with SEBI and the Stock Exchanges*

Unitholders holding more than 5% of our Units

S. No.	Name of Unitholders	Pre-Issue*		Post-Issue#	
		Number of Units	Percentage of holding (%)	Number of Units	Percentage of holding (%)
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]

** Upon the completion of the Formation Transactions*
 # To be determined upon finalization of the Issue Price and updated in the Final Offer Document prior to filing with SEBI and the Stock Exchanges

Pro-forma Net Asset Value

S. No.	Particulars	As at [•] Book Value	As at [•] Fair value
1.	Net Assets as at September 30, 2020	[•]	[•]
2.	Adjustments for Compulsorily Convertible Debentures converted or purchased by the Brookfield REIT before the Issue (1)	[•]	[•]
3.	Net Assets before the Issue (₹ million)	[•]	[•]
4.	Issue (₹ million)	[•]	[•]
5.	Net Assets after the Issue (₹ million)	[•]	[•]
6.	Units issued and outstanding after the Issue	[•]	[•]
7.	Pro forma Net Asset Value per Unit after the Issue (₹)	[•]	[•]

**To be updated in the Final Offer Document*
(1)Net adjustment for (i) Derivative relating to share conversion feature in 12% CCD; (ii) Liability component of compound financial instrument; and (iii) 12% Compulsorily Convertible Debentures. For further details, refer to "Financial Information of the Brookfield REIT—Statement of Net Assets at Fair Value" on page 386

Unitholding of our Sponsor Group, Manager and Trustee

Upon completion of the Formation Transactions, our Sponsor together with our Sponsor Group will hold [•] Units, aggregating to [•]% of the total Units issued, as set out within "*Key Terms of the Formation Transactions*" beginning on page 158. The Trustee and Manager do not hold any Units and shall not acquire any Units in the Issue. The directors of our Manager do not hold any Units and do not propose to acquire any Units in the Issue.

Our Manager, on behalf of the Brookfield REIT, shall ensure that transactions in Units by our Sponsor, Sponsor Group and their respective associates (as defined under Regulation 2(1)(b) of the REIT Regulations) during the period between the date of filing this Offer Document with SEBI and the date of closure of the Issue shall be reported to the recognised Stock Exchanges where our Units are proposed to be listed, within 24 hours of such transactions, if any.

Sponsor and Sponsor Group lock-in

In terms of the REIT Regulations, our Sponsor together with our Sponsor Group shall hold at least 25% of Units on a post-Issue basis, aggregating to [•] Units, which shall be locked-in for a period of three years from the date of listing of our Units. Details of Units proposed to be locked-in is set forth:

Name	No. of Units	Percentage of post-Issue Units (%)
Sponsor	[•]	[•]
Sponsor Group (excluding Sponsor)	[•]	[•]

Additionally, the Unitholding of our Sponsor and Sponsor Group exceeding 25% on a post-Issue basis, aggregating to [•] Units, shall be locked-in for a period of not less than one year from the date of listing of our Units.

Anchor Investor lock-in

The Units Allotted to Anchor Investors in the Issue shall be locked-in for a period of 30 days from the date of Allotment of the Units.

Other Unitholders' lock-in

Any person other than our Sponsor holding Units prior to the Issue shall hold the Units for a period of not less than one year from the date of listing of the Units. Our Sponsor is subject to lock-in restrictions as set out above.

RIGHTS OF UNITHOLDERS

The rights and interests of Unitholders are contained in this Offer Document and the REIT Regulations. Pursuant to the Trust Deed and the Investment Management Agreement, these rights and interests are safeguarded by the Trustee and Manager. Any rights and interests of Unitholders as specified in this Offer Document would be deemed to be amended to the extent of any amendment to the REIT Regulations.

Face Value

Our Units will not have a face value.

Beneficial Interest

Each Unit represents an undivided beneficial interest in the Brookfield REIT. A Unitholder has no equitable or proprietary interest in our Portfolio (or any part thereof) and is not entitled to the transfer of our Portfolio (or any part thereof) or any interest in our Initial Portfolio (or any part thereof). A Unitholder's right is limited to the right to require due administration of the Brookfield REIT in accordance with the provisions of the Trust Deed and the Investment Management Agreement. The Beneficial Interest of each Unitholder shall be equal and limited to the proportion of the number of Units held by that Unitholder to the total number of Units.

Ranking

No Unitholder of the Brookfield REIT shall enjoy preferential voting or any other rights over another Unitholder. Each Unit Allotted to the Unitholders shall have one vote for any decision requiring a vote of the Unitholders and carry similar rights *pari passu* with all other Units. Further, there shall not be multiple classes of Units. However, the Brookfield REIT may issue subordinate units of the Brookfield REIT only to our Sponsor and its associates (as defined under Regulation 2(1)(b) of the REIT Regulations) of our Sponsor, where such subordinate units shall carry only inferior voting or any other rights compared to other Units.

Redressal of grievances

The Trustee shall periodically review the status of Unitholder's complaints and their redressal undertaken by our Manager. The Stakeholders' Relationship Committee of our Manager shall consider and resolve the grievances of the Unitholders. For details, see "*The Board and Management of our Manager*" beginning on page 187.

Distribution

The Unitholders shall have the right to receive distribution in the manner set forth in this Offer Document and/ or the Trust Deed, subject to the REIT Regulations. For details, see "*Distribution*" beginning on page 284.

Limitation to the Liability of Unitholders

The liability of each Unitholder of the Brookfield REIT towards the payment of any amount (that may arise with respect to the Trust Fund (as defined in the Trust Deed) including any taxes, duties, fines, levies, liabilities, costs or expenses) shall be limited only to the extent of the Capital Contribution of such Unitholder in respect of our Units subscribed by it and after such Capital Contribution shall have been paid in full by the Unitholder, the Unitholder shall not be obligated to make any further payments. The Unitholders shall have no personal liability or obligation with respect to the Brookfield REIT.

Participation Rights

No Unitholder shall participate or take part in the control of the affairs of the Brookfield REIT or have a right or authority to act for, or bind, the Brookfield REIT. No Unitholder shall have a right to make decisions with respect to the Brookfield REIT, save and except to the extent provided in the offer document or placement memorandum (as applicable) and the REIT Regulations. The approval of the Unitholders will be obtained in the manner and to the extent specified in the REIT Regulations.

Meeting of Unitholders

Meetings of Unitholders will be conducted in accordance with the REIT Regulations.

Passing of resolutions

(a) With respect to any matter requiring approval of the Unitholders:

(i) a resolution shall be considered as passed when the votes cast by Unitholders, so entitled and voting, in favour of the resolution exceed a certain percentage as specified in the REIT Regulations, of votes cast against;

(ii) the voting may be done by postal ballot or electronic mode;

(iii) a notice of not less than 21 days either in writing or through electronic mode shall be provided to the Unitholders;

(iv) voting by any Unitholder (including our Sponsor), who is a related party (as understood in accordance with the REIT Regulations) in such transaction, as well as associates (as defined under Regulation 2(1)(b) of the REIT Regulations) of such Unitholder(s) shall not be considered on the specific issue; and

(v) our Manager shall be responsible for all the activities pertaining to conducting of meeting of the Unitholder, subject to overseeing by the Trustee.

Provided that for issues pertaining to our Manager, including a change in Manager, removal of Manager or change in control of Manager; the Trustee shall convene and handle all activities pertaining to conduct of the meetings. Provided further that, for issues pertaining to the Trustee, including change in Trustee, the Trustee shall not be involved in any manner in the conduct of the meeting.

(b) Further, with respect to the Brookfield REIT:

(i) an annual meeting of all Unitholders shall be held not less than once a year within 120 days from the end of each Financial Year and the time between two meetings shall not exceed 15 months;

(ii) with respect to the annual meeting of Unitholders,

1. any information that is required to be disclosed to the Unitholders and any issue that, in the ordinary course of business, may require approval of the Unitholders may be taken up in the meeting including:

- latest annual accounts and performance of the Brookfield REIT;
- approval of auditor and fees of such auditor, as may be required;
- latest valuation reports;
- appointment of valuer, as may be required; and
- any other issue including special issues as specified under Regulation 22(6) of the REIT Regulations;

2. for any issue taken up in such meetings which require approval from the Unitholders, votes cast in favour of the resolution shall be more than the votes cast against the resolution or such other percentage as may be prescribed under the REIT Regulations.

(c) In case of the following, approval from Unitholders shall be required where votes cast in favour of the resolution shall be more than the votes cast against the resolution:

(i) any approval from Unitholders required in terms of Regulation 18 (Investment conditions and distribution policy), Regulation 19 (Related party transactions) and Regulation 21 (Valuation of assets) of the REIT Regulations;

(ii) any transaction, other than any borrowing, the value of which is equal to or greater than 25% of the assets of the Brookfield REIT;

(iii) any borrowing in excess of specified limit as required under Regulation 20(2) of the REIT Regulations;

(iv) any issue of Units after the Issue by the Brookfield REIT, in whatever form, other than any issue of Units which may be considered by SEBI, under Regulation 22(6) of the REIT Regulations;

(v) increasing period for compliance with investment conditions to one year in accordance with Regulation 18(9) of the REIT Regulations;

(vi) any issue, in the ordinary course of business, which in the opinion of our Sponsor or Trustee or Manager, is material and requires approval of the Unitholders, if any;

(vii) de-classification of the status of our Sponsor; and

(viii) any issue for which SEBI or the stock exchanges requires approval of the Unitholders.

(d) In case of the following, approval from Unitholders shall be required where votes cast in favour of the resolution shall not be less than one and a half times the votes cast against the resolution:

(i) any change in our Manager, including removal of our Manager or change in control of our Manager;

(ii) any material change in investment strategy or any change in the Brookfield REIT Management Fees;

(iii) our Sponsor or Manager proposing to seek delisting of units of the Brookfield REIT;

(iv) any issue, not in the ordinary course of business, which in the opinion of Sponsor or Manager or Trustee requires approval of the Unitholders;

(v) any issue for which SEBI or the stock exchanges requires approval of the Unitholders; and

(vi) any issue taken up on request of the Unitholders including:

1. removal of our Manager and appointment of another manager to the Brookfield REIT;

2. removal of the auditor and appointment of another auditor to the Brookfield REIT;

3. removal of the valuer and appointment of another valuer to the Brookfield REIT;

4. delisting of the Brookfield REIT, if the Unitholders have sufficient reason to believe that such delisting would act in the interest of the Unitholders;

5. any issue which the Unitholders have sufficient reason to believe that is detrimental to the interest of the Unitholders; and

6. change in the Trustee if the Unitholders have sufficient reason to believe that acts of such Trustee are detrimental to the interest of the Unitholders.

With respect to the right(s) of the Unitholders under clause (d)(vi) above:

(i) not less than 25% of the Unitholders by value, other than any party related to the transactions and its associates (as defined under Regulation 2(1)(b) of the REIT Regulations), shall apply, in writing, to the Trustee for the purpose;

(ii) on receipt of such application, the Trustee shall require our Manager to place the issue for voting in the manner as specified in the REIT Regulations; and

(iii) with respect to sub-clause (6) of clause (d)(vi) above, not less than 60% of the Unitholders by value shall apply, in writing, to our Manager for the purpose.

(e) In case any person, other than sponsor(s), its related parties and its associates wants to acquire Units which taken together with Units held by him and by persons acting in concert with in the Brookfield

REIT, exceeds 25% of the value of the outstanding Units, approval shall be obtained from 75% of the Unitholders by value excluding the value of our Units held by the parties related to the transaction. If the required approval is not received, the person acquiring our Units shall provide an exit option to the dissenting Unitholders to the extent and in the manner as may be specified by SEBI.

(f) In case of any change in sponsor or induction of sponsor or change in control of sponsor or inducted sponsor, approval shall be obtained from 75% of the Unitholders by value excluding the value of our Units held by the parties related to the transaction, prior to such changes. If the required approval is not received, the dissenting Unitholders are required to be provided an exit option in the manner specified under the REIT Regulations.

Information rights

The Brookfield REIT and our Manager shall also submit such information to the Stock Exchanges and Unitholders on a periodical basis as may be required within the REIT Regulations and the Listing Agreement. The Brookfield REIT, our Sponsor and Sponsor Group and our Manager shall disclose to the Designated Stock Exchange, Unitholders and SEBI, as applicable, such information and in such manner in accordance with applicable law.

Buyback and Delisting of Units

Any buyback, redemption, return of capital or delisting of Units, will be in accordance with the REIT Regulations.

SECTION – IX: LEGAL AND REGULATORY MATTERS

REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws currently in force in India, which are applicable to the Brookfield REIT, our Portfolio Companies. The information detailed in this section has been obtained from publications available in the public domain. The description of such sector specific laws (as amended) set out may not be exhaustive, and is only intended to provide general information to prospective investors, and is neither designed as, nor intended to substitute, professional legal advice. Judicial and administrative interpretations are subject to modification or clarification by subsequent legislative, judicial or administrative decisions.

Set forth is a brief description of certain relevant legislations that are currently applicable to the business of our Portfolio Companies, proposed to form a part of the assets of the Brookfield REIT.

Transfer of Property Act, 1882 ("TP Act")

The TP Act establishes the general principles relating to transfer of property in India. It forms a basis for identifying the categories of property that are capable of being transferred, the persons competent to transfer property, the validity of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property and mortgage of immovable property. It also provides for the rights and liabilities of the vendor and purchaser in a transaction of sale of immovable property. The TP Act also governs lease agreements, including the rights and liabilities of the lessor and the lessee.

Indian Easements Act, 1882 ("Easements Act")

The Easement Act codifies the concept of easementary rights in India, including the nature of easements as continuous or discontinuous and apparent or non-apparent. An easement is a right which the owner or occupier of land possesses for the beneficial enjoyment of that land and which permits him to do or to prevent something from being done, in or upon, land not his own. Under the Easements Act, a license is defined as a right to use property, which use in the absence of such right would be unlawful. The period and incident upon which a license may be revoked may be provided in the license agreement entered into between the licensee and the licensor.

Special Economic Zones Act, 2005 ("SEZ Act") and Special Economic Zone Rules, 2006 ("SEZ Rules")

SEZs in India are regulated and governed by the SEZ Act. The SEZ Act has been enacted for the establishment, development and management of the SEZs for the promotion of exports. An SEZ is a specifically delineated duty free enclave, deemed to be a foreign territory for the purposes of trade as well as duties and tariffs. SEZs may be established under the SEZ Act, either jointly or severally by the central government, state government or any other person. The BoA has been set up under the SEZ Act, which is responsible for promoting the SEZ and ensuring its orderly development. The BoA has a number of powers including the authority to approve proposals for the establishment of the SEZ, the operations to be carried out in the SEZ by the developer, changes in shareholding, the foreign collaborations and foreign direct investments for the development, operation and maintenance of the SEZs.

SEZ Rules provide for simplified procedures for development, operation, and maintenance of the SEZs and for setting up units and conducting business in SEZs, single window clearance for setting up of an SEZ, single window clearance for setting up a unit in a SEZ, single window clearance on matters relating to central as well as state governments and simplified compliance procedures and documentation with an emphasis on self-certification.

Haryana Urban Development Authority Act, 1977 ("HUDA Act")

The HUDA Act was established to achieve expeditious development of the urban estates in the state of Haryana and for the constitution of HUDA. The HUDA Act provides for the powers and functions of the of HUDA, which include promotion and development of urban areas in a systematic and planned way, power to acquire, sell and dispose of both the movable and immovable property, using the acquired land for residential, industrial, recreational and commercial purpose, undertaking building works and making available developed land to Haryana Housing Board and other bodies for providing houses to economically weaker sections of the society.

Maharashtra Municipal Corporations Act, 1949 ("MMC Act")

The MMC Act was enacted to consolidate and amend the laws, relating to the establishment of municipal corporations (excluding Greater Mumbai) in Maharashtra. Under the MMC Act, a corporation is established consisting of councilors, elected on the basis of the population of the area. The construction industry is regulated by the municipal corporations established under the MMC Act. The MMC Act empowers the corporation to make regulations of buildings, bye-laws for erecting or re-erecting buildings, standing orders for market-building, levy of property taxes, approvals, etc.

Uttar Pradesh Industrial Area Development Act, 1976 ("UPIAD Act")

The UPIAD Act was established to provide for the constitution of industrial development authorities including the NOIDA, for the development of certain areas in the state of Uttar Pradesh into industrial and urban townships. The UPIAD Act provides for the functions of the NOIDA, which include regulation and erection of buildings and setting up of industries, and lays down the purpose of usage of land as industrial or commercial or residential or any other specified purpose.

New Town Kolkata Development Authority Act, 2007 ("NKDA Act")

The NKDA Act was established for constitution of the New Town Kolkata Development Authority to render various civic services, amenities and provide for the planned development in the areas within New Town, Kolkata. The NKDA Act provides for the functions of the New Town Development Authority, which includes, but is not limited to, provision, construction and maintenance of public works, town planning and planned development of new areas for human settlement.

Maharashtra Rent Control Act, 1999 ("MRC Act")

The MRC Act was enacted to consolidate and amend the law relating to control of rents, of eviction, repairs of certain premises, of rates of hotels and lodging house and for encouraging the construction of new houses by assuring a fair return on the investments. The MRC Act lays down detailed provisions relating to the fixation of rent, increase of rent, recovery of possession, and matters regarding tenancies and sub-tenancies.

The Registration Act, 1908 ("Registration Act")

The Registration Act has been enacted with an objective, among other things, to provide a method of public registration of documents so as to give information to people regarding legal rights and obligations arising or affecting a particular property, and to perpetuate documents which may afterwards be of legal importance, and also to prevent fraud. Further, the Registration Act identifies documents for which registration is compulsory and includes, among other things, any non-testamentary instrument which purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, in any immovable property of the value of one hundred rupees or more, and a lease of immovable property for any term exceeding one year or reserving a yearly rent. A document will not affect the property comprised in it, nor be treated as evidence of any transaction affecting such property (except as evidence of a contract in a suit for specific performance or as evidence of part performance under the TP Act or as collateral), unless it has been registered.

Indian Stamp Act, 1899 ("Stamp Act")

The Stamp Act requires stamp duty to be paid on all instruments specified under the Stamp Act at the rates specified in the schedules to the Stamp Act. Instruments subject to payment of stamp duty under the Stamp Act include, among other thing, instruments evidencing a transfer or creation or extinguishment of any right, title or interest in immovable property. The applicable rates for stamp duty on instruments chargeable with duty are prescribed by state legislations. Instruments chargeable to duty under the Stamp Act, which are not duly stamped, are incapable of being admitted in a court of law as evidence of the transaction contained therein and it also provides for impounding of instruments that are not sufficiently stamped or not stamped at all. However, the instruments which have not been properly stamped can be admitted in evidence by paying a penalty of the amount of the proper stamp duty or the amount of deficient portion of stamp duty payable.

Aircraft Act, 1934 ("Aircraft Act") and Aircraft Rules, 1937 ("Aircraft Rules")

The primary legislation governing the aviation sector in India is the Aircraft Act, 1934 and the Aircraft Rules, 1937 enacted pursuant to the Aircraft Act. These legislations empower various authorities, including the Ministry of Civil Aviation and Directorate General of Civil Aviation, to, *among others*, regulate aircraft operations in India and the height of buildings or structures constructed at a specified distance from an aerodrome to ensure safety of operation of aircrafts in accordance with international standards and recommended practices governing the operations of aircrafts. At present, the procedure for grant of no objection certificate in relation to the height of buildings and structures is set out in the Ministry of Civil Aviation (Height Restrictions for Safeguarding of Aircraft Operations) Rules, 2015, notified on September 30, 2015 and the Air Traffic Management Circular No. 6 of 2017, issued by the Directorate of Air Traffic Management on July 28, 2017.

Tax related legislation

Goods and Service Tax Act, 2017 ("GST Act")

The GST Act provides for imposition of tax on the supply of goods or services and is levied at two levels, central GST through the Central Goods and Service Tax Act, 2017, and state GST through the State Goods and Services Tax Act, 2017, along with the Integrated Goods and Services Tax Act, 2017, for inter-state supply of goods or services. GST replaces a majority of indirect taxes and duties that are in place currently at the central and state levels, and is applicable on all goods with the exclusion of alcohol for human consumption, and all services

The other tax related laws that are applicable to us include the Income Tax Act, 1961, Income Tax Rules, 1962 and various rules and notifications issued by taxation authorities.

Companies related legislation

All of our Asset SPVs are companies and are therefore, subject to the provisions of the Companies Act. The Companies Act, *among others*, regulates the incorporation of companies, prescribes the roles and responsibilities of directors, shareholders and key managerial personnel and the procedure for undertaking various corporate actions by the company. Declaration of dividends by companies is regulated, among other sections, under Section 123 of the Companies Act. Dividend can be declared by a company only out of profits for the year or out of profits for the previous Financial Year, subject to compliance with the specified conditions, or out of money provided by the state or central government for the payment of dividend by the company. Also, dividend can be declared and paid only from the free reserves of the company.

Competition Act

We are also required to comply with the Competition Act, 2002, as amended, which regulates practices having an appreciable adverse effect on competition in the relevant market in India and combinations (including mergers, amalgamations and acquisitions) in excess of certain thresholds.

Environment related regulations

Our Asset SPVs are subject to various environmental rules and regulations as the operation of these establishments might have an impact on the environment. The basic purpose of such statutes is to control, abate and prevent pollution. In order to achieve these objectives, Pollution Control Boards ("**PCBs**"), have been set up in each state and at a central level. Establishments, as prescribed under various regulations may be required to obtain consent orders from the PCBs. These consent orders are required to be renewed periodically.

Environment Protection Act, 1986 ("EPA") and Environment (Protection Rules), 1986 ("EPR")

The EPA has been enacted with the objective of protecting and improving the environment and for matters connected therewith. As per the EPA, the central government has been given the power to take all such measures for the purpose of protecting and improving the quality of the environment and to prevent, control and abate environmental pollution. Further, the central government has been given the power to give directions in writing to any person or officer or any authority for any of the purposes of the EPA, including the power to direct the closure, prohibition or regulation of any industry, operation or process. Further, the EPR provides for, *among other things*, standards for emissions or discharge of environmental pollutants, prohibitions and restrictions on the location of industries and the carrying on processes and operations in different areas, procedure for submission of samples for analysis and functions of environmental laboratories.

The Environmental Impact Assessment Notification, 2006 (the "EIA Notification")

In accordance with the EIA Notification, any construction of new projects or activities or the expansion or modernisation of existing projects or activities as listed in the schedule to the EIA Notification and meeting the thresholds specified therein can be undertaken only after the prior environmental clearance from the central government or as the case may be, by the State Level Environment Impact Assessment Authority. The environmental clearance process for new projects comprises four stages which are screening, scoping, public consultation and appraisal. In 2016, the MoEF&CC issued a notification for integrating standard and objectively monitorable environmental conditions with building permissions for buildings of different sizes with rigorous monitoring mechanism for implementation of environmental concerns and obligations in building projects.

Air (Prevention and Control of Pollution) Act, 1981 ("Air Act")

The Air Act requires that any industrial plant emitting any air pollutant into the atmosphere must apply in a prescribed form and obtain consent from the respective state pollution control board prior to commencing any activity. The state pollution control board is required to grant, or refuse, consent within four months of receipt of the application. The consent may contain conditions relating to specifications of pollution control equipment to be installed.

Water (Prevention and Control of Pollution) Act, 1974 ("Water Act")

The Water Act prohibits the use of any stream or well or land for the disposal of any poisonous, noxious or polluting matter, in violation of the standards set out by the concerned state pollution control board. The Water Act also provides that the consent of the concerned pollution control board must be obtained prior to opening of, *inter-alia*, any industry, operation or process, which are likely to discharge sewage or trade effluent.

Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 ("Hazardous Waste Rules")

An "occupier" has been defined as any person who has control over the affairs of a factory or premises or any person in possession of hazardous or other waste. In terms of the Hazardous Waste Rules, occupiers have been, *among other things*, made responsible for safe and environmentally sound handling of hazardous and other wastes generated in their establishments and are required to obtain license/ authorization from the concerned pollution control boards, for handling, generating, collecting, processing, treating, packaging, storing, transporting, using, recycling, recovering, pre-processing, co-processing, offering for sale, or the like of the hazardous and other wastes.

Additionally, our Asset SPVs may be subject to several other acts and rules such as Haryana Non-Biodegradable Garbage (Control) Act, 1998, Construction and Demolition Waste Management Rules, 2016, Bio-Medical Waste Management Rules, 2016, Batteries (Management and Handling) Rules, 2001, Noise Pollution (Regulation and Control) Rules, 2000, E-Waste (Management) Rules, 2016, Ozone Depleting Substances (Regulation and Control) Rules, 2000, Solid Waste Management Rules, 2016 and Plastic Waste Management Rules, 2016.

Laws relating to Employment

Certain employment related laws and regulations that may be applicable to us in India include the following:

- Shops and Commercial Establishment Acts, where applicable;
- Child Labour (Prohibition and Regulation) Act, 1986;
- Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017
- The Occupational Safety, Health and Working Conditions Code, 2020*
- The Code on Social Security, 2020*;
- The Industrial Relations Code, 2020*;
- The Code on Wages, 2019**; and
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

* *The Government of India enacted the following codes which received the assent of the President of India on September 23, 2020:*

1) *The Occupational Safety, Health and Working Conditions Code, 2020 which proposes to subsume 13 separate legislations, including, the Contract Labour (Regulation & Abolition) Act, 1970, the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.*

2) *The Code on Social Security, 2020 (the "**CSS**") which proposes to subsume nine separate legislations, including the Employees' Compensation Act, 1923, the Employees' State Insurance Act, 1948, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1961, Payment of Gratuity Act, 1972 and the Building and Other Construction Workers Welfare Cess Act, 1996. The rules, regulations and schemes made or framed under the Employees' State Insurance Act, 1948, will remain in force, to the extent they are not inconsistent with the provisions of the CSS for a period of one year from the date of commencement of the CSS.*

3) *The Industrial Relations Code, 2020 which proposes to subsume several legislations, including the Industrial Disputes Act, 1947 and the Industrial Employment (Standing Orders) Act, 1946.*

The provisions of the above codes will be brought into force on a date to be notified by the Central Government.

***The Government of India enacted 'The Code on Wages, 2019' (the "**Code**") which received the assent of the President of India on August 8, 2019. The provisions of the Code will be brought into force on a date to be notified by the Central Government. The Code proposes to subsume four separate legislations, namely, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965 and the Equal Remuneration Act, 1976, each as amended.*

Other Regulations

In addition to the above, our Portfolio Companies are required to comply with the provisions of the Foreign Exchange Management Act, 1999, which was enacted to consolidate and amend the law relating to foreign exchange with the object of facilitating external trade and payments for promoting the orderly development and maintenance of foreign exchange market in India.

Our Asset SPVs are also governed by the provisions of the National Building Code of India, 2016 ("**NBC**"), including in relation to fire and life safety. Many of the NBC provisions has been incorporated by various state governments and local bodies in their own building regulations. The Maharashtra Fire Prevention and Life Safety Measures Act, 2006, the Haryana Fire Services Act, 2009, the West Bengal Fire Services Act, 1950 and the Uttar Pradesh Fire Prevention & Fire Safety Act, 2005 are examples to this, and are aimed to improve the status of fire safety measures in the state of Maharashtra, Haryana, West Bengal and Uttar Pradesh, respectively.

Further, our Asset SPVs are also governed by various other acts, rules and policies such as the Trade Marks Act, 1999, the Electricity Act, 2003, the Bombay Electricity Duty Act, 1958, Haryana Electricity Reform Act, 1997, the Uttar Pradesh Electricity Reform Act, 1999, the Petroleum Act, 1934, the Haryana Lifts and Escalators Act, 2008 and the Haryana Lifts and Escalators Rules, 2009, the Maharashtra Lifts, Escalators and Moving Walks Act, 2017, the West Bengal Lifts and Escalators Act, 1955 and the West Bengal Lifts and Escalators Rules, 1958 and various other applicable laws from time to time.

REGULATORY APPROVALS

Other than as set forth below, we, have received necessary consents, licenses, permissions, registrations and approvals from the Government, various governmental agencies and other statutory and/ or regulatory authorities, required for carrying out their present business, as applicable. In view of the approvals set forth, we can undertake the Issue as well as our current business and no other material approvals from any governmental or regulatory authority or any other entity are required to undertake the Issue or to continue our business, as applicable. Unless otherwise stated, these approvals are all valid as on the date of this Offer Document.

I. Approvals required with respect to the Issue

1. In-principle approval from BSE dated November 2, 2020.

2. In-principle approval from NSE dated November 5, 2020.

II. Approvals required for the Brookfield REIT

Certificate of registration (bearing reference number IN/REIT/20-21/0004 dated September 14, 2020) with SEBI as a REIT and the letter dated September 14, 2020 from SEBI.

III. Approvals required for the Formation Transactions

Approvals obtained as on the date of this Offer Document

a. In–principle approval dated November 6, 2020 from the Development Commissioner (Falta Special Economic Zone, Kolkata), Ministry of Commerce for change in shareholding pattern of Candor Kolkata on account of transfer of shares of Candor Kolkata to the Brookfield REIT.

b. In-principle approval dated November 29, 2020 from the Ministry of Commerce and Industry, Department of Commerce (SEZ Section) for change in shareholding pattern of Festus on account of transfer of shares of Festus to the Brookfield REIT.

c. In-principle approval dated November 26, 2020 from the Development Commissioner (Directorate of Industries), Government of Maharashtra for change in shareholding pattern of Festus on account of transfer of shares of Festus to the Brookfield REIT.

IV. Certain key approvals required for construction, development and operation of our commercial real estate project

A. Key approvals for construction and development of commercial real estate project:

a. Statutory approval for building plans (intimation of disapproval) or construction permit;

b. Land and building permits;

c. SEZ notification and approvals from the Department of Commerce, Government of India in case a project is on SEZ land;

d. Environment clearances from the MoEF&CC;

e. Height clearance from the Airports Authority of India;

f. Clearances from the fire department of relevant state municipal corporations;

g. Consent order for establishment from relevant state pollution control board; and

h. Construction commencement certificates.

B. Key approvals for operation of completed commercial real estate project:

a. Occupancy certificates;

b. Consent order to operate from relevant state pollution control board;

c. Water, sewage, storm water drain connection, as applicable, from relevant municipal authorities; and

d. NOC and other fire safety approvals from the chief financial officer of relevant state Municipal Corporation.

C. Miscellaneous approvals:

a. Approvals under central and state tax legislations;

b. License under the Contract Labour (Regulation and Abolition) Act, 1970; and

c. Certificate of registration under the Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996.

V. Approvals applied for but not received, or not applied for, by our Portfolio Companies

A. Festus

Festus has two operational buildings in Kensington.

There are no approvals pertaining to Kensington which have lapsed in their normal course or are pending receipt, as of the date of this Offer Document.

B. Candor Kolkata

Candor Kolkata has (i) 12 operational buildings in Candor Techspace K1, and (ii) 13 operational buildings in Candor Techspace G2.

(i) ***Candor Techspace K1***

Certain approvals pertaining to Candor Techspace K1, may have lapsed in their normal course and Candor Kolkata has either made applications to the appropriate authorities for renewal of such licenses and/ or approvals or is in the process of making such applications.

Approvals applied for, but not received as on the date of this Offer Document:

i. Project related approvals

a. Application dated March 15, 2019 made to the New Town Kolkata Development Authority for revision in the master layout plan;

b. Application dated July 16, 2020 made to the State Level Environment Impact Assessment Authority, West Bengal to obtain environmental clearance for the proposed expansion of Candor Techspace K1; and

c. Application dated April 29, 2020 made to the West Bengal Pollution Control Board for the merger of consent to operate orders dated November 11, 2017 and July 4, 2018.

ii. Building approvals

Name of the Building	Approvals applied for but not received
Tower C2	Application dated January 6, 2021 made to the New Town Kolkata Development Authority for renewal of partial occupancy certificate

Approvals yet to be applied for:

i. Project related approvals

Application to be made to the West Bengal Pollution Control Board to renew the consent to establish order post receipt of the environmental clearance (referred to in V(A)(i)(i)(b) above).

(ii) ***Candor Techspace G2***

By way of a scheme of amalgamation filed with the NCLT, Candor Gurgaon 2 has been merged into Candor Kolkata with effect from May 4, 2020.

Certain approvals/ licenses pertaining to Candor Techspace G2, may have lapsed in the normal course and Candor Kolkata has either made applications to the appropriate authorities for renewal of such licenses and/ or approvals or is in the process of making such applications.

Approvals applied for, but not received as on the date of this Offer Document:

i. Project related approvals

Application dated November 26, 2019 made to the Ministry of Commerce and Industry seeking approval for setting up a special economic zone over certain additional land parcel (admeasuring 0.86 acres)

ii. Building approvals

Name of the Building	Approvals applied for but not received
Tower 4A	Application dated September 7, 2020 made to the Department of Urban and Local Bodies for a renewal of the fire NOC

C. SPPL Noida

SPPL Noida has six operational buildings and one under construction building in Candor Techspace N1.

Certain approvals pertaining to Candor Techspace N1, may have lapsed in their normal course and SPPL Noida has either made applications to the appropriate authorities for renewal of such licenses and/ or approvals or is in the process of making such applications.

Approvals applied for, but not received as on the date of this Offer Document:

i. Project related approvals

Application dated November 9, 2020 made to the Uttar Pradesh Pollution Control Board to obtain a consent to establish order.

D. CIOP

There are no approvals pertaining to CIOP which have lapsed in their normal course or are pending receipt, as on the date of this Offer Document.

LEGAL PROCEEDINGS

As required under Clause 13 of Schedule III of the REIT Regulations, this section contains disclosures, as on the date of this Offer Document, on all:

- *pending title litigation and irregularities pertaining to the Initial Portfolio and pending criminal matters, regulatory actions and material (as set out below) civil/ commercial matters against the Brookfield REIT, our Sponsor, our Manager or any of their Associates, our Portfolio Companies, our Sponsor Group, the Trustee and the Valuer (collectively, "**Required Parties**"); and*
- *pending direct tax, indirect tax and property tax matters against the Required Parties in a consolidated manner.*

For the purposes of identifying "associates" with respect to disclosures to be made in the Offer Document under the REIT Regulations, the definition of 'associates' as set out in the REIT Regulations have been relied on except sub-clause (ii) of Regulation 2(1)(b) of the REIT Regulations, which requires any person who controls, both directly and indirectly, the said person to be identified as an associate. With respect to the aforesaid, only entities which directly control the Brookfield REIT, Sponsor or Manager, as applicable, have been considered.

All disclosures with respect to pending civil/ commercial matters, regulatory actions, criminal litigation and tax matters against BAM have been made in accordance with the materiality threshold separately disclosed below.

Except as disclosed in below, there is no pending title litigation or irregularity, criminal litigation, regulatory action and civil/ commercial matter (subject to the materiality thresholds set out below) against the Required Parties:

I. *Title irregularities (including title litigation) pertaining to the Initial Portfolio*

Nil

II. *Material litigation, criminal litigation and regulatory actions pending against the Brookfield REIT, its Associates, our Portfolio Companies*

For the purpose of disclosure of pending civil/ commercial litigation against the Brookfield REIT, its Associates, our Portfolio Companies, such matters exceeding ₹98.14 million (being 1% of the combined total income of the Brookfield REIT as of March 31, 2020) have been considered material and proceedings where the amount is not determinable but the proceeding is considered material by our Manager from the perspective of the Brookfield REIT, have also been disclosed.

As on the date of this Offer Document, the Brookfield REIT, its Associates, our Portfolio Companies do not have any criminal litigation, regulatory actions or material civil/ commercial litigation pending against them.

III. *Material litigation, criminal litigation and regulatory actions pending against our Sponsor and its Associates*

For the purpose of disclosure of pending civil/ commercial litigation against our Sponsor and its Associates, such matters exceeding US$ 3.65 million (i.e. approximately ₹260.14 million as of December 31, 2019) (being 5% of the net worth of our Sponsor as of December 31, 2019 have been considered material and proceedings where the amount is not determinable but the proceeding is considered material by our Manager from the perspective of the Brookfield REIT have also been disclosed.

As on the date of this Offer Document, our Sponsor and its Associates do not have any criminal litigation, regulatory action or any material civil/ commercial litigation pending against them.

IV. *Material litigation, criminal litigation and regulatory actions pending against our Sponsor Group*

For the purpose of disclosure of pending civil/ commercial litigation against our Sponsor Group (excluding our Sponsor and BAM), such matters exceeding ₹98.14 million (being 1% of the combined total income of the Brookfield REIT as of March 31, 2020) have been considered material and proceedings where the amount is not determinable but the proceeding is considered material by our Manager have been disclosed.

As on the date of this Offer Document, our Sponsor Group (excluding our Sponsor and BAM) do not have any criminal litigation, regulatory action or material civil/ commercial litigation pending against them.

With respect to pending civil/ commercial, regulatory actions, criminal litigation and tax litigation against BAM (which is currently listed on NYSE and TSX), the disclosure below has been made on the basis of the public filings and periodic disclosures made by BAM in accordance with applicable securities law and stock exchange rules. The threshold for identifying material matters in such disclosures is based on periodically reviewed thresholds applied by the independent auditors of BAM in expressing their opinion on the financial statements and is generally linked to various financial metrics of BAM, including total equity, materiality for revenue and operating expenses which is based on funds from operations. The latest audit plan, prepared by the independent auditors of BAM, comprising such threshold has been approved by the audit committee and board of directors of BAM and set such threshold at $950 million.

As on the date of this Offer Document, BAM is contingently liable with respect to litigation and claims that arise in the normal course of business. It is not reasonably possible that any of the ongoing litigation could result in a material settlement liability.

V. ***Material litigation, criminal litigation and regulatory actions pending against our Manager and its Associates***

For the purpose of disclosure of pending civil/ commercial litigation against our Manager and its Associates, such matters exceeding ₹22.99 million (being 5% of the total income of our Manager as of March 31, 2020) have been considered material and proceedings where the amount is not determinable but the proceeding is considered material by our Manager from the perspective of the Brookfield REIT, have also been disclosed.

As on the date of this Offer Document, our Manager and its Associates do not have any criminal litigation, regulatory action or material civil/ commercial litigation pending against them.

VI. ***Material litigation, criminal litigation and regulatory actions pending against the Trustee***

For the purpose of pending civil/ commercial litigation against the Trustee, matters involving amounts exceeding ₹9.11 million (being 5% of the profit after tax of the Trustee for FY 2020) have been considered material.

As on the date of this Offer Document, the Trustee does not have any criminal litigation, regulatory action or material civil/ commercial litigation pending against it.

VII. ***Material litigation, criminal litigation and regulatory actions pending against the Valuer***

For the purpose of pending civil/ commercial litigation against the Valuer, matters as may be considered material by the Valuer, have been considered material.

As on the date of this Offer Document, the Valuer does not have any criminal litigation, regulatory action or material civil/ commercial litigation pending against it.

VIII. ***Tax Matters***

Details of all direct tax, indirect tax and property tax matters with respect to the Required Parties as on the date of this Offer Document is set forth:

For the purposes of disclosure of tax matters against BAM, see the materiality threshold adopted for disclosure of civil/ commercial litigation, regulatory actions, criminal litigation and tax litigation under "- *Material litigation, criminal litigation and regulatory actions pending against our Sponsor Group*", on this page above.

Nature	Number	Amount involved (in ₹ million)
Brookfield REIT and our Portfolio Companies		
Direct tax	30	840.09
Indirect tax	3	367.09

Nature	Number	Amount involved (in ₹ million)
Property tax[#]	Nil	Nil
Sponsor Group		
Direct tax	1	204.79

Notes:

*[#]Candor Gurgaon 2, which subsequently merged with Candor Kolkata, had received property tax bills for the year 2020-2021 (for tower nos. 4A (amenity block II), 6, 7, 8A, 8B, 9, and 10(MLCP)) levying property tax at the rate applicable to commercial buildings, i.e. ₹15 per sq. ft. ("**Commercial Rate**"), including its retrospective application, wherein it was also charged for basement parking areas which are exempt from property tax. Candor Gurgaon 1, an Identified SPV, had received similar property tax bills with respect to its towers and has made a representation in the office of the Principal Secretary, Urban Local Bodies, Haryana against the levying of property tax on such towers submitting that the tax payable should be at the rate applicable to the category of 'I.T. Park/Cyber City/Park' instead of the Commercial Rate. During the pendency of this representation, Candor Kolkata (for Candor Techspace G2) has paid the property taxes for the abovementioned year on self-assessment basis at the rate applicable to I.T. buildings, i.e. ₹7.50 per sq. ft., after receiving approval from the Commissioner of the Municipal Corporation of Gurgaon, Haryana. However, Candor Kolkata (for Candor Techspace G2) was served property bills afresh for the year 2020-2021 with respect to balance payments amounting to ₹223.55 million on the basis of levy of property tax at the Commercial Rate, including its retrospective application and also charging the basement parking areas. As on the date of this Offer Document, the decision in relation to levying of the property tax on such towers at the Commercial Rate is pending with the office of the Principal Secretary, Urban Local Bodies, Haryana.*

The direct tax matters are primarily in the nature of demand notices and/ or orders issued by the income tax authorities alleging computation of taxable income on account of certain additions/ disallowances, deduction of tax incentive and classifications of income resulting in additional demand of TDS/ income tax. Such matters are pending before the relevant tax authorities including income tax appellate tribunal. These also include matters where the income-tax authorities have initiated penalty proceedings but not issued any penalty order / concluded the proceedings.

The indirect tax matters are primarily in the nature of demand notices and/ or orders (excluding show cause notices where no demand has been raised yet and the order is pending) issued by the indirect tax authorities alleging non- payment of correct amount of value added tax or in the nature of ex-parte order. Such matters are pending before the indirect tax authorities, including indirect tax appellate tribunals.

THE AUDITOR AND VALUER OF THE BROOKFIELD REIT

The Auditor

Background and terms of appointment

Our Manager, in consultation with the Trustee, has appointed Deloitte Haskins & Sells, Chartered Accountants (Firm Registration No. 015125N) as the auditor of the Brookfield REIT for a period of five years with effect from September 26, 2020 ("**Auditor Appointment**"). The Auditor has audited the Condensed Combined Financial Statements, examined the Projections, and their report with respect to such Condensed Combined Financial Statements dated January 16, 2021 and report on Projections dated January 16, 2021 have been included in this Offer Document beginning on pages 374 and 256, respectively.

Rights and Responsibilities of the Auditor

The rights and responsibilities of the auditor are required to be in accordance with the REIT Regulations and terms of the Auditor Appointment. Accordingly, in terms of the REIT Regulations and the terms of the Auditor Appointment, the Auditor shall:

(a) after taking into account the relevant accounting and auditing standards, as may be specified by SEBI, conduct audit of the accounts of the Brookfield REIT and prepare the audit report based on the accounts examined by them;

(b) to the best of its information and knowledge, ensuring that the accounts and financial statements give a true and fair view of the state of the affairs of the Brookfield REIT, including the profit or loss and cash flow for the prescribed period of the Brookfield REIT and such other matters as may be specified;

(c) have a right of access at all times to the books of accounts and vouchers pertaining to activities of the Brookfield REIT; and

(d) have a right to require such information and explanations pertaining to activities of the Brookfield REIT as it may consider necessary for the performance of its duties as the auditor from the employees of the Brookfield REIT or Parties to the Brookfield REIT or our Portfolio Companies/ Holding Company, if any, or any other person in possession of such information.

The Valuer

Background and terms of appointment

Our Manager, in consultation with the Trustee, has appointed Shubhendu Saha, MRICS, registered as a valuer with IBBI for the asset class 'Land and Building' under the provisions of the Companies (Registered Valuers and Valuation) Rules ("**Valuer**") as the valuer to the Brookfield REIT ("**Valuer Appointment**"). In accordance with Rule 11 of the Companies (Registered Valuers and Valuation) Rules, post April 30, 2019, only registered valuers can provide valuation services.

The Valuer is not an associate (as defined under Regulation 2(1)(b) of the REIT Regulations) of our Sponsor, our Manager or the Trustee and has not less than five years of experience in the valuation of the Real Estate Assets. The Valuer is an independent valuer in accordance with the REIT Regulations.

The Valuer has carried out valuation of all assets forming part of the REIT in accordance with Regulation 21 and Schedule V of the REIT Regulations. The Valuer is in compliance with and undertakes to comply with the conditions specified in Regulation 12 of the REIT Regulations. To arrive at a market valuation of the assets forming part of the Brookfield REIT, the Valuer has carried out an impartial, true, fair and detailed analysis of all assets forming part of the Brookfield REIT on the basis of his independent professional judgment and has additionally placed reliance on the Industry Report prepared by Independent Industry Expert. The Summary Valuation Report has been included in this Offer Document beginning on page 445.

The primary address of operations of the Valuer is situated at 53, Anuradha Apartments, A 2, Paschim Vihar, New Delhi 110 063, India.

Past experience in valuing similar assets

The Valuer has more than 20 years of experience in the domain of urban infrastructure and real estate advisory. He was the national practice head of valuation advisory services of DTZ International Property Advisers Private Limited (presently known as Cushman and Wakefield Property Advisers Private Limited), from 2009 to 2015. He also led the business solutions and consulting services for the property management business of C&WI from 2015 to 2017. Further, he has also worked with other organisations including ICRA Limited, Copal Research India Private Limited (presently known as Moody's Analytics) and National Council of Applied Economic Research. His last employment was with PricewaterhouseCoopers as director of real estate advisory before he started his practice as an independent valuer.

The past experience of the Valuer with respect to valuing similar assets is set forth below:

Sr. No.	Description	Location
1.	Portfolio of Mindspace Business Parks REIT comprising business parks, IT SEZ and commercial office buildings	Mumbai, Pune, Hyderabad, Chennai
2.	Portfolio of office properties owned and occupied by a listed engineering conglomerate for financial reporting	Mumbai, Bengaluru, Kolkata and Chennai
3.	An operational IT/ITeS SEZ developed by a US based real estate investor and developer for financial reporting	Hyderabad
4.	Commercial office building and adjoining land in a SEZ for a Singapore listed REIT for pre-acquisition diligence	Chennai
5.	An operational IT/ITeS SEZ developed by a north Indian real estate developer for capital raise	Gurugram
6.	A proposed IT/ITeS SEZ by a diversified industrial group for capital raise	Bangalore
7.	An operational commercial office building for secured lending purpose	Gurugram
8.	A premium commercial office building developed by a US based real estate developer for financial reporting	Gurugram
9.	An IT Park development of a US based real estate developer for financial reporting	Gurugram
10.	Portfolio of healthcare real estate assets listed in Singapore as a business trust for investor disclosure and regulatory reporting	Delhi, Gurugram, Noida, Mohali, Mumbai, Chennai, Hyderabad, Bengaluru, Jaipur, Kolkata
11.	A commercial office building for secured lending purpose	Mumbai

Functions of the Valuer

In terms of the Valuer Appointment, the functions, duties and responsibilities of the Valuer will be in accordance with the REIT Regulations. Accordingly, in terms of the REIT Regulations and the Valuer Appointment, the Valuer at all times is required to comply with certain conditions prescribed therein, including the following conditions:

1. ensure that the valuation of the assets forming part of the Brookfield REIT is impartial, true and fair and is in accordance with Regulation 21 of the REIT Regulations;

2. ensure that adequate and robust internal controls are in place to ensure the integrity of the valuation reports prepared subsequent to valuation of the assets forming part of the Brookfield REIT;

3. ensure that it has sufficient key personnel with adequate experience and qualification to perform valuation of the assets forming part of the Brookfield REIT at all times;

4. ensure that it has sufficient financial resources to enable it to conduct its business effectively and meet its liabilities;

5. the Valuer and any of its employees involved in valuation of the assets forming part of the Brookfield REIT, shall not, (i) invest in the Units or in the assets being valued; or (ii) sell the assets or Units held prior to being appointed as the Valuer, until the time such person is designated as the Valuer and not less than six months after ceasing to be the Valuer;

6. conduct valuation of the assets forming part of the Brookfield REIT with transparency and fairness and render, at all times, high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment;

7. act with independence, objectivity and impartiality in performing valuation of the assets forming part of the Brookfield REIT;

8. discharge its duties towards the Brookfield REIT in an efficient and competent manner, utilizing its knowledge, skills and experience in best possible way to complete the Valuer Appointment and assignments given to the Valuer;

9. not accept remuneration, in any form, for performing valuation of the assets forming part of the Brookfield REIT from any person other than the Brookfield REIT, our Manager or its authorized representative;

10. before accepting any assignment from any related party to the Brookfield REIT, disclose to the Brookfield REIT any direct or indirect consideration which the Valuer may have in respect of such assignment;

11. disclose to the Trustee any pending business transactions, contracts under negotiation and other arrangements with our Manager or any other party whom the Brookfield REIT is contracting with and any other factors that may interfere with the Valuer's ability to give an independent and professional valuation of the assets;

12. not make false, misleading or exaggerated claims in order to obtain assignments;

13. not provide misleading valuation, either by providing incorrect information or by withholding relevant information;

14. not accept an assignment that includes reporting of the outcome based on predetermined opinions and conclusions required by the Brookfield REIT; and

15. prior to performing valuation of the assets forming part of the Brookfield REIT, acquaint itself with all laws or regulations relevant to such valuation.

Policy on Appointment and Removal of the Auditor and Valuer

The policy on appointment and removal of auditor and the valuer of the Brookfield REIT was approved by our Board on September 26, 2020. The policy aims at formulating a structure for ensuring compliance by the Brookfield REIT, with the process of appointment and removal of the auditor and the valuer in accordance with applicable law, including the REIT Regulations. The key terms of the policy are set out below:

Appointment of the Auditor

i. Our Manager, in accordance with the REIT Regulations, other applicable laws and recommendation of the Audit Committee and approval of our Board, in consultation with the Trustee, shall appoint the auditor in a timely manner. Such appointment shall be carried out by our Board or the Audit Committee, as applicable, of our Manager, with the approval of our Unitholders as required under the REIT Regulations. Such appointment shall be intimated to the Designated Stock Exchange.

ii. Our Manager shall appoint an auditor for a period of not more than five consecutive years, provided that the auditor, not being an individual, may be reappointed for a period of another five consecutive years, subject to approval of our Unitholders in the annual meeting of our Unitholders, in accordance with provisions of the REIT Regulations and other applicable laws.

iii. The auditor, so appointed, shall be one who has subjected itself/ himself to the peer review process of the Institute of Chartered Accountants of India ("**ICAI**") and who holds a valid certificate issued by the Peer Review Board of the ICAI.

iv. Our Manager shall ensure that the appointment of the auditor and the fees payable to the auditor is approved by our Unitholders, in accordance with the REIT Regulations, and is in compliance with other applicable laws.

Removal of the Auditor

i. Our Manager, in accordance with the REIT Regulations, other applicable laws and recommendation of the Audit Committee and approval of our Board, in consultation with the Trustee, may remove the auditor if the auditor fails to comply with applicable law.

ii. Our Unitholders may request for removal of the auditor and appointment of another auditor to the Brookfield REIT in accordance with the REIT Regulations and other applicable laws. Such removal shall be intimated to the Designated Stock Exchange.

iii. In case the removal of the auditor and appointment of another auditor to the Brookfield REIT has been taken up at the request of our Unitholders, approval from our Unitholders shall be required where votes cast in favour of the resolution shall not be less than one and a half times the votes cast against the resolution.

Appointment of the Valuer

i. Our Manager, in accordance with the REIT Regulations, other applicable laws and recommendation of the Audit Committee and approval of our Board, in consultation with Trustee, shall appoint the valuer of Brookfield REIT, in a timely manner.

ii. Our Manager shall ensure that the appointment of the valuer is approved by our Unitholders in accordance with REIT Regulations and is in compliance with other applicable laws. Such appointment shall be intimated to the Designated Stock Exchange.

iii. The remuneration of the valuer shall not be linked to or based on the value of the assets being valued.

iv. The valuer shall not be an associate (as defined under Regulation 2(1)(b) of the REIT Regulations) of our Sponsor, Manager or Trustee.

v. The valuer shall have not less than five years of experience in valuation of real estate assets.

vi. A valuer shall not undertake valuation of the same property for more than four years consecutively, provided that the valuer may be reappointed after a period of not less than two years from the date it ceases to be the valuer of the Brookfield REIT.

vii. The valuer shall not undertake valuation of any assets in which it has either been involved with the acquisition or disposal within the last 12 months other than such cases where the valuer was engaged by the Brookfield REIT for such acquisition or disposal.

Removal of the Valuer

i. Our Manager, in accordance with the REIT Regulations, other applicable laws and recommendation of the Audit Committee and approval of our Board, in consultation with the Trustee, may remove the valuer if it fails to comply with applicable law.

ii. Our Unitholders may request for removal of the valuer and appointment of another valuer to the Brookfield REIT in accordance with the REIT Regulations. In case the removal of the valuer and appointment of another valuer to the Brookfield REIT has been taken up at the request of our Unitholders, approval from our Unitholders shall be required where votes cast in favour of the resolution shall not be less than one and a half times the votes cast against the resolution. Such removal shall be intimated to the Designated Stock Exchange.

Valuation Methodology

The Valuer shall undertake valuation of the assets in compliance with REIT Regulations.

TAXATION

STATEMENT OF POSSIBLE DIRECT TAX BENEFITS ("STATEMENT") AVAILABLE TO BROOKFIELD INDIA REAL ESTATE TRUST ("BROOKFIELD REIT" OR "BROOKFIELD INDIA REIT") AND ITS UNITHOLDERS UNDER THE INCOME-TAX ACT, 1961 (THE "ACT") IN CONNECTION WITH PROPOSED INITIAL OFFERING OF UNITS BY BROOKFIELD INDIA REIT ("ISSUE")

To
The Board of Directors and REIT Offer Committee of the Board of Directors,
Brookprop Management Services Private Limited (the "Investment Manager" or "Manager") in its capacity as the Manager of Brookfield India REIT,
Unit 804, 8th Floor, One BKC, A Wing,
G-Block Bandra Kurla Complex, Bandra East,
Mumbai 400051,
India

Dear Sirs,

Sub: Statement of possible direct tax benefits available to the Brookfield India REIT and its unitholders under the Act in connection with the proposed initial offering of units by the Brookfield India REIT ("Issue").

The enclosed Annexure to Statement of possible direct tax benefits ("Annexure") available to the Brookfield India REIT and its unitholders under the Act in connection with the Issue states the possible direct tax benefits available to Brookfield India REIT and its unitholders under the Act as amended by the Finance Act, 2020 i.e. applicable for the financial year 2020-21 relevant to assessment year 2021-22, presently in force in India. Several of these benefits are dependent on the Brookfield India REIT or its unitholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Brookfield India REIT or its unitholders to derive the tax benefits is dependent upon fulfilling such conditions, which, based on business imperatives any of them face, they may or may not choose to fulfil. The benefits discussed in the enclosed Annexure are not exhaustive and the preparation of the contents stated is the responsibility of the Manager vide section *2(1)(w) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended.* The Annexure is also approved by the REIT Offer Committee of the Board of Directors of the Manager vide its meeting dated 16 January 2021.

We are informed that this Annexure is only intended to provide general information to the investors and hence is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Issue particularly in view of the fact that certain recently enacted legislation may not have a direct legal precedent or may have a different interpretation on the benefits and consequences. Neither are we suggesting nor are we advising the investor to invest money based on this Annexure.

Our Statement is based on the information, explanations and representations obtained from the Manager and on the basis of our understanding of the business activities and operations of the Brookfield India REIT. Also, our Statement is basis the existing income tax laws prevalent as on date. We are not responsible for any subsequent impact due to future changes in tax laws.

We do not express an opinion or provide any assurance as to whether:

- The Brookfield India REIT will continue to obtain these benefits in future;
- The conditions prescribed for availing the benefits, where applicable have been/would be met with; and
- The revenue authorities/courts will concur with the views expressed herein.

This Statement is intended solely for information and for inclusion in the offer document in connection with the proposed Issue of the Brookfield India REIT and should not be circulated, copied, used/referred to for any other purpose, without our prior written consent.

Please note that the tax rates provided in this Annexure are excluding applicable surcharge and education cess.

We hereby give our consent to include the enclosed Annexure regarding the tax benefits available to the Brookfield India REIT and its unitholders in the offer document which Brookfield India REIT intends to file to the Securities and Exchange Board of India, the Bombay Stock Exchange Limited, the National Stock Exchange of India Limited and any other authorities in connection with the Issue, provided that the below statement of limitation is included in the offer letter.

LIMITATIONS

Our views expressed in the Statement enclosed are based on the facts and assumptions indicated above. No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to change from time to time. We do not assume responsibility to update the views consequent to such changes. Reliance on the Statement is on the express understanding that we do not assume responsibility towards the investors who may or may not invest in the Issue relying on the Statement.
This Statement has been prepared solely in connection with the Issue under the prescribed regulations.

For DELOITTE HASKINS & SELLS
Chartered Accountants
(Firm's Registration No. 015125N)

Anand Subramanian
Partner
(Membership No. 110815)
UDIN: 21110815AAAAAD3789

Place: Bengaluru
Date: 16 January 2021

ANNEXURE TO STATEMENT OF POSSIBLE DIRECT TAX BENEFITS AVAILABLE TO BROOKFIELD INDIA REAL ESTATE TRUST ("BROOKFIELD REIT" OR "BROOKFIELD INDIA REIT") AND ITS UNITHOLDERS UNDER THE INCOME-TAX ACT, 1961 (THE "ACT") IN CONNECTION WITH PROPOSED INITIAL OFFERING OF UNITS BY BROOKFIELD INDIA REIT ("ISSUE")

I. UNDER THE ACT

Tax benefits available to Brookfield India REIT

The following benefits are available to Brookfield India REIT, being a business trust, after fulfilling conditions as per the applicable provisions of the Act and the guidelines prescribed by the Securities and Exchange Board of India ('SEBI') (including the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended) ('SEBI Regulations'). Business trust is defined under section 2(13A) of the Act to include trust registered as Real Estate Investment Trust under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, made under the Securities and Exchange Board of India Act, 1992 (15 of 1992).

Tax benefit in the hands of Brookfield India REIT in respect of interest and dividend income received from the Special Purpose Vehicles ('SPVs')

Interest and dividend received or receivable by Brookfield India REIT from the project SPVs should be exempt from tax under section 10(23FC) of the Act. For the purposes of this section, SPV means an Indian company in which the business trust holds controlling interest and any specific percentage of shareholding or interest, as may be required by the regulations under which such trust is granted registration.

In view of the provisions of section 14A of the Act any expenditure incurred in relation to earning the above exempt income shall not be tax deductible.

Finance Act, 2020 has abolished Dividend Distribution Tax ('DDT') and hence there shall be no DDT on profits distributed by SPVs to Brookfield India REIT on or after 1 April 2020.

Benefits in the hands of Brookfield India REIT in respect of rental income arising from directly owned assets

As per section 10(23FCA) of the Act, any income of Brookfield India REIT by way of renting or leasing or letting out of real estate assets (as defined under the SEBI Regulations) owned directly by Brookfield India REIT shall be exempt in the hands of the trust.

Taxability in the hands of Brookfield India REIT in respect of income other than the income distributed by the SPVs

- **Section 115UA(2) read with section 111A, section 112 and section 112A of the Act – Taxability of business income, capital gains and income from other sources in the hands of Brookfield India REIT**

In terms of section 115UA(2) of the Act, the total income of Brookfield India REIT shall be chargeable to tax at the maximum marginal rates in force except for the income chargeable to tax on transfer of Short Term Capital assets under section 111A and Long Terms Capital assets under section 112. It is pertinent to note that section 112A is not explicitly carved out in section 115UA(2).

If the period of holding of a security (other than a unit) listed on a recognized stock exchange in India or a unit of the Unit Trust of India or a unit of an equity oriented fund or a zero coupon bond is more than 12 months, it will be considered a long term capital asset as per section 2(29A) read with section 2(42A) of the Act. With respect to shares of a company not being listed on a recognized stock exchange in India or immovable property, being land, building, or both, the determinative period of holding shall be more than 24 months for it to be regarded as long term capital asset. With respect to other assets including a unit of a mutual fund (other than equity oriented mutual fund) or unit of a business trust, the determinative period of holding is more than 36 months for it to be regarded as long term capital asset.

As per the provisions of section 111A of the Act, any income arising from transfer of short term capital asset being an equity share in a company or a unit of an equity oriented fund or a unit of a business trust, transacted through a recognized stock exchange and subject to STT, will be taxable at a concessional rate of 15.00% (plus applicable surcharge and cess). However, the condition of STT is not required if the transaction is undertaken on a recognized stock exchange located in any International Financial Services Centre and where the consideration for such transaction is paid or payable in foreign currency.

As per the provisions of section 112(1)(d) of the Act, gains arising on the transfer of long term capital assets shall be chargeable to tax in the hands of Brookfield India REIT at the rate of 20.00% (plus applicable surcharge and cess). However, as per the proviso to section 112 of the Act, the tax on long term capital gains on transfer of listed securities (other than units) or Zero-Coupon Bonds shall be taxable at a rate lower of the following:

- 10.00% (plus applicable surcharge and cess) without indexation benefit; or
- 20.00% (plus applicable surcharge and cess) with indexation benefit

Further, as per section 112A, with effect from FY 2018-19, gains exceeding one lakh rupees arising on the transfer of long term capital asset, being an equity share in a company or a unit of an equity oriented fund or a unit of a business trust, transacted through a recognized stock exchange and subject to STT, shall be chargeable to tax in the hands of Brookfield India REIT at the rate of 10.00% (plus applicable surcharge and cess) without indexation benefit. However, the condition of STT is not required if the transaction is undertaken on a recognized stock exchange located in any International Financial Services Centre and where the consideration for such transaction is received or receivable in foreign currency.

Section 48 of the Act prescribes the mode of computation of Capital Gains and provides for deduction of cost of acquisition/ improvement and expenses incurred in connection with the transfer of a capital asset, from the sale consideration to arrive at the amount of Capital Gains. However, in respect of long term capital gains, section 48 provides for substitution of cost of acquisition/ improvement with indexed cost of acquisition/ improvement, which adjusts the cost of acquisition/ improvement by a cost inflation index as prescribed from time to time. Such indexation benefit would not be available on bonds, debentures, listed equity shares in a company or units of equity-oriented funds or units of a business trust referred to in section 112A of the Act.

In accordance with, and subject to the conditions, including the limit of investment of INR 50 lakhs, capital gains arising on transfer of a long term capital asset, being land or building or both, shall be exempt from capital gains under section 54EC if the gains are invested within 6 months from the date of transfer in purchase of specified bonds (redeemable after five years and issued on or after 1 April 2018) issued by National Highways Authority of India (NHAI) or Rural Electrification Corporation Ltd (RECL) or any other bond notified by the Central Government, if permitted to be invested by Brookfield India REIT as per the extant governing regulations. In case the whole of the gains are not so invested, the exemption shall be allowed on a pro rata basis.

- **Income by way of dividend**

Finance Act, 2020 abolished section 10(34) and hence Brookfield India REIT shall be liable to pay tax on dividends received on or after 1 April 2020 at maximum marginal rate.

As per section 57 of the Act, no deduction shall be allowable against the dividend income other than deduction on account of interest expense and such interest expense shall not exceed 20% of the dividend income included in the total income for that year, without deduction under section 57 of the Act.

Further, as per section 194 of the Act, the entity declaring dividend shall be liable to withhold tax at the rate of 10.00%[4] on profits distributed to Brookfield India REIT in the form of dividends.

- **Income from buy back of shares**

The provisions of section 115QA mandate domestic companies to pay an additional tax at the rate of 20% (plus applicable surcharge and cess) on distributed income on buy-back of shares. Distributed income means the consideration paid by the company on buy-back of shares as reduced by the amount which was received by the company for issue of such shares, determined as per Rule 40BB of the Income-tax Rules, 1962. Consequently,

[4] As per section 197B of the Act *[inserted with effect from 14 May 2020 vide the Taxation and Other Laws (Relaxation and Amendment of Certain Provisions) Act, 2020]*, the withholding tax rate during the period 14 May 2020 to 31 March 2021 would be 7.5% (i.e. three-fourth of the specified rate)

any income arising to Brookfield India REIT from the buyback of shares of a domestic company (including an SPV) shall be exempt from income-tax in its hands as per section 10(34A) of the Act.

In view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning such exempt income shall not be tax deductible.

- **Carry forward and set-off of capital losses**

While any capital gains income earned by Brookfield India REIT on disposition of capital assets will be liable to tax at the applicable rates prescribed by the Act, either as long-term or short-term; losses, if any, of this nature, will be permitted to be set-off and carried forward as under:

As per section 70 read with section 74 of the Act, short term capital loss arising during a year is allowed to be set-off against short term capital gains as well as long term capital gains. Balance loss, if any, shall be carried forward and set-off against any capital gains arising during subsequent eight assessment years. Also, as per section 70 of the Act read with section 74, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

Tax benefits available to the unit holders of the Brookfield India REIT

Special benefits available to all the unit holders of the Brookfield India REIT

Business trusts have been conferred special benefits on account of tax pass-through status for income tax purposes, subject to the fulfilment of conditions prescribed in the Act and SEBI Regulations. As per the provisions of section 10(23FD), any income referred to in section 115UA(1) of the Act and distributed by the Brookfield India REIT shall not be included in the total income of the unit-holders except for the following income:

a) Rent income referred to in section 10(23FCA);

b) Interest referred to in section 10(23FC);

c) Specified dividend i.e. dividend income received in cases where SPV has exercised the option under section 115BAA of the Act:

As per the provisions of section 115UA(1) of the Act, the income distributed by Brookfield India REIT shall be deemed to be of the same nature and in the same proportion in the hands of the unit-holder as if such income was received by or accrued to Brookfield India REIT, and is taxed in the unit holders' hands based on their residential status as follows:

- **For a non-resident unit holder**

a) 5% (plus applicable surcharge and cess), to the extent that the distribution takes the character of interest income;

b) At tax rate applicable to the non-resident under the Act, depending on its constitution, to the extent that the distribution takes the character of rental income;

c) 20% (plus applicable surcharge and cess), to the extent distribution takes the character of dividend income where such dividend is received from SPV which has exercised the option under section 115BAA of the Act; and

d) Any other income taxable in the hands of Brookfield India REIT is exempt in the hands of unitholders

Under the provisions of section 90(2) of the Act, a non-resident will be governed by the provisions of the Double Tax Avoidance Agreement (DTAA) between India and the country of tax residence of the non-resident and the provisions of the Act apply to the extent they are more beneficial to the assessee.

- **For a resident unit-holder**

a) Tax rate applicable to a resident, to the extent that the distribution takes the character of interest, rental income or specified dividend (i.e. dividend distributed by Brookfield India REIT where such dividend is received from SPV which has exercised the option under section 115BAA of the Act); and

b) Any other income taxable in the hands of Brookfield India REIT is exempt in the hands of unitholders.

General tax benefit available to all the unit holders of Brookfield India REIT

- **For resident unit holder**

Long Term Capital Gains (exceeding one lakh rupees) arising on transfer of units of Brookfield India REIT through a recognized stock exchange, on which STT is paid, shall be chargeable to tax in the hands of the unit holders at a rate of 10.00% without indexation benefit (plus applicable surcharge and cess) under section 112A of the Act if the said units are long-term capital assets. In case of a Unit-holder being an individual or HUF, where the total taxable income as reduced by long-term capital gains is below the basic exemption limit, the long-term capital gains will be reduced to the extent of the shortfall and only the balance long-term capital gains will be subjected to such tax in accordance with the proviso to sub-section (2) of section 112A of the Act. The determinative period of holding for such units to qualify as long-term capital asset is more than 36 months. Income arising on transfer of units of Brookfield India REIT that are long term capital assets, which is not through a recognized stock exchange and not subject to STT, shall be chargeable to tax at 20.00%, with indexation benefit (plus applicable surcharge and cess) under section 112 of the Act.

Short-term capital gains arising on transfer of the units of Brookfield India REIT will be chargeable to tax at the rate of 15.00% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act provided such transaction is subject to STT and through a recognized stock exchange. In case of a Unit-holder being an individual or HUF, where the total taxable income as reduced by short-term capital gains is below the basic exemption limit, the short-term capital gains will be reduced to the extent of the shortfall and only the balance short-term capital gains will be subjected to such tax in accordance with the proviso to sub-section (1) of section 111A of the Act. Short term capital gains on transfer of units of Brookfield India REIT, not transacted through a recognized stock exchange and not subject to STT shall be taxable at the applicable rate of tax for respective unit holders.

In case of determining the period of holding for units allotted pursuant to exchange of shares of special purpose vehicle, as per clause (hc) of explanation 1 to section 2(42A), the period of holding for the units shall include the period for which the shares were held by the promoter in the SPV.

As per clause (iie)/(fc) to explanation 1 to section 115JB, the following shall not be considered while computing book profits for levy of Minimum Alternate Tax:

- notional gain/loss on transfer of shares of SPV in exchange of units allotted by Brookfield India REIT referred to in clause (xvii) of section 47; or

- notional gain/loss resulting from any change in carrying amount of said units; or

- gain/loss on transfer of units allotted by Brookfield India REIT referred to in clause (xvii) of section 47.

As per clause (k)/(iif) of explanation 1 to section 115JB, any gain/loss on transfer of units referred to in clause (xvii) of section 47 shall be considered while computing the book profit for levy of Minimum Alternate Tax by taking into account the cost of the shares exchanged with units referred to in the said clause or the carrying amount of the shares at the time of exchange where such shares are carried at a value other than the cost through statement of profit and loss, as the case may be.

Short Term Capital Loss computed for the given year is allowed to be set-off against Short Term/ Long Term Capital Gains computed for the said year under section 70 of the Act. Further, as per Section 71 of the Act, short term capital loss for the year cannot be set-off against income under any other heads for the same year. Balance loss, if any, shall be carried forward and set-off against any capital gains arising during subsequent eight assessment years. Also, as per section 70 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

Where the gains arising on the transfer of the units of Brookfield India REIT are included in the business income of an assessee assessable under the head "Profits and Gains from Business or Profession" and on which securities transaction tax has been charged, such securities transaction tax shall be a deductible expense from business income as per the provisions of section 36(1)(xv) of the Act. The characterization of gains/ losses, arising from sale / transfer of units, as capital gains or business income would depend on the nature of holding in the hands of the unit holder and various other factors.

- **For non-resident unit holder**

Long Term Capital Gains (exceeding one lakh rupees) arising on transfer of units of Brookfield India REIT, shall be chargeable to tax in the hands of the unit holders at a rate of 10.00% without indexation benefit (plus applicable surcharge and cess) under section 112A of the Act if the said units are long-term capital assets and transfer is through a recognized stock exchange and subject to STT. These assets turn long term if they are held for more than 36 months. Income arising on transfer of units of Brookfield India REIT that are long term capital assets, which is not through a recognized stock exchange and not subject to STT, shall be chargeable to tax at 20.00%, with any applicable indexation benefit (plus applicable surcharge and cess), under section 112 of the Act.

Short-term capital gains arising on transfer of the units of Brookfield India REIT will be chargeable to tax at the rate of 15.00% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act if such transaction is chargeable to STT. Short term capital gains on transfer of units of Brookfield India REIT, not transacted through a recognized stock exchange and not subject to STT shall be taxable at the applicable rates for respective unit holders.

Short Term Capital Loss computed for the given year is allowed to be set-off against Short Term/ Long Term Capital Gains computed for the said year under section 70 of the Act. Further, as per Section 71 of the Act, short term capital loss for the year cannot be set-off against income under any other heads for the same year. Balance loss, if any, shall be carried forward and set-off against any capital gains arising during subsequent eight assessment years. Also, as per section 70 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

Where the gains arising on the transfer of units of Brookfield India REIT are included in the business income of an assessee assessable under the head "Profits and Gains from Business or Profession" and on which securities transaction tax has been charged, such securities transaction tax shall be a deductible expense from business income as per the provisions of section 36(1)(xv) of the Act.

Under the provisions of section 90(2) of the Act, a non-resident will be governed by the provisions of the Double Tax Avoidance Agreement (DTAA) between India and the country of tax residence of the non-resident and the provisions of the Act apply to the extent they are more beneficial to the assessee.

As per explanation 4 to section 115JB(2), the provisions of section 115JB shall not be applicable to a foreign company if the foreign company is a resident of a country having DTAA with India and such foreign company does not have a permanent establishment within the definition of the term in the relevant DTAA, or the foreign company is a resident of a country which does not have a DTAA with India and such foreign company is not required to seek registration under section 592 of the Companies Act 1956 or section 380 of the Companies Act 2013.

For unit holders who are Foreign Portfolio Investors ('FPIs')/ Foreign Institutional Investors ('FIIs')

As per section 2(14) of the Act, any securities held by a Foreign Institutional Investor being invested in accordance with the regulations made under the Securities and Exchange Board of India Act, 1992 shall be regarded as capital asset.

Long Term Capital Gains (exceeding one lakh rupees) arising on transfer of units of Brookfield India REIT, shall be chargeable to tax in the hands of the unit holders at a rate of 10.00% without indexation benefit (plus applicable surcharge and cess) if the said units are long-term capital assets and transfer is through a recognized stock exchange and subject to STT. These assets turn long term if they are held for more than 36 months.

Short-term capital gains arising on transfer of the units of Brookfield India REIT will be chargeable to tax at the rate of 15.00% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act if such transaction is chargeable to STT.

Short term capital loss computed for the given year is allowed to be set-off against short term/ long term capital gains computed for the said year under section 70 of the Act. Further, as per Section 71 of the Act, short term capital loss for the year cannot be set-off against income under any other heads for the same year. Balance loss, if any, shall be carried forward and set-off against any capital gains arising during subsequent eight assessment years. Also, as per section 70 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

As per section 196D, no tax is to be deducted from any income, by way of capital gains to Foreign Institutional Investor arising from the transfer of units and tax at the rate of 20% is deducted in respect of income for prescribed securities as mentioned in section 196D(1).

Pursuant to Central Board of Direct Tax press release dated 24 September 2015, the Government has clarified the inapplicability of Minimum Alternate Tax provisions to FIIs/FPIs.

<u>For unit holders who are mutual funds:</u>

Under section 10(23D) of the Act, any income earned by a Mutual Fund registered under the Securities and Exchange Board of India Act, 1992, or a Mutual Fund set up by a public sector bank or a public financial institution, or a Mutual Fund authorized by the Reserve Bank of India would be exempt from income-tax, subject to such conditions as the Central Government may, by notification in the Official Gazette, specify in this behalf.

<u>For Venture Capital Companies/ Funds:</u>

For VCF/VCC registered post 21 May 2012

VCF/VCC registered post 21 May 2012 shall be classified as a Category 1 Alternate Investment Fund which shall be governed by the SEBI (AIF) Regulations 2012. For such funds benefit of section 10(23FB) and section 115U shall not be applicable and shall be governed section 115UB read with section 10(23FBA) and 10(23FBB) which states that business income earned by such fund shall be taxable in the hands of the Fund and exempt in the hands of the unit holders, and other income earned viz. capital gains, income from other sources shall be exempt in the hands of the fund and taxable in the hands of unit holder.

II. TAX DEDUCTION AT SOURCE

On Income Distributions made by Brookfield India REIT to the unit holders

<u>Section 194LBA – Certain income from units of Brookfield India REIT</u>

Where any distributed income referred in section 115UA, is in the nature referred to in

a) clause (23FCA) of section 10 i.e. rent income payable by Brookfield India REIT to its unit holder, being a resident; or

b) sub clause (a) of clause (23FC) of section 10 i.e. interest payable by Brookfield India REIT to its unit holder, being a resident; or

c) dividend payable by Brookfield India REIT to its unit holder being a resident where such dividend is received from SPV which has exercised the option under section 115BAA of the Act,

the Brookfield India REIT shall at the time of credit of such payment to the account of the payee or at the time of payment, whichever is earlier, deduct tax at the rate of 10.00%[5].

In case payment referred to above is made to a non-resident unit holder, then the same shall be subjected to the tax deduction at the

[5] As per section 197B of the Act *[inserted with effect from 14 May 2020 vide the Taxation and Other Laws (Relaxation and Amendment of Certain Provisions) Act, 2020]*, the withholding tax rate on distributions made to resident unitholders during the period 14 May 2020 to 31 March 2021 would be 7.5% (i.e. three-fourth of the specified rate).

a) rates in force in case of rent income referred to in clause (23FCA) of section 10;

b) rate of 5.00% (plus applicable surcharge and cess) in case of interest referred to in clause (a) of sub clause (23FC) of section 10; and

c) rate of 10.00% (plus applicable surcharge and cess) in case of dividend payable by Brookfield India REIT where such dividend is received from SPV which has exercised the option under section 115BAA of the Act.

Additionally, in respect of rent income, in view of section 90(2) of the Act, a non-resident will be governed by the provisions of the DTAA between India and the country of tax residence of the non-resident and the provisions of the Act apply to the extent they are more beneficial to the assessee.

Any distribution made by Brookfield India REIT to the following unitholders should not be subject to any withholding tax:

a) Category I and Category II Alternative Investment Funds (for payments of the nature specified in section 10(23FBA) of the Act as per Notification No 51 / 2015 issued by Central Board of Direct Taxes); and

b) Mutual funds referred to in section 10(23D) of the Act.

On Income distributions made to Brookfield India REIT by SPV[6]

Where Brookfield India REIT receives any income in the nature of interest (other than interest on securities) from the SPV's, no taxes are required to be withheld by the payer in accordance with section 194A (3)(xi) of the Act. In case the income is in the nature of interest on securities, tax to be withheld at 10% in accordance with the provisions of section 193 of the Act.

Where Brookfield India REIT receives any income in the nature of rent (in terms of section 10(23FCA) of the Act) from assets directly held, no taxes are required to be withheld by the payer in accordance with third provision of section 194I of the Act.

Where Brookfield India REIT receives any income in the nature of dividend from the SPV's, taxes are required to be withheld by the SPV at 10% in accordance with the provisions of section 194 of the Act.

On sale of units

No withholding tax applies in respect of capital gains arising from transfer of units by a resident or a non-resident which is a Foreign Portfolio Investor ('FPI') registered with the Securities and Exchange Board of India as mentioned in section 196D of the Act.

Withholding tax may apply on capital gains arising to a non-resident who is not an FPI. Where such non-resident is entitled to benefits, including capital gains tax exemptions, under the applicable DTAA, it will have to furnish all the relevant documents / information to demonstrate its claim of availing DTAA benefits.

Other provision

Pursuant to amendment in section 206AA vide notification 53/2016 dated 24 June 2016 introducing Rule 37BC, requirement of quoting permanent account number (PAN) in case of certain specified income is eliminated by maintaining specified documents as mentioned in the said notification.

III. MISCELLANEOUS

Points to consider

- Brookfield India REIT is compulsorily required to file Income-tax return as per section 139(4E) of the Act

[6] As per section 197B of the Act, the withholding tax rate on distributions made by the SPVs to REIT, as may be applicable, during the period 14 May 2020 to 31 March 2021 would be three-fourth of the specified rates.

- The income-tax rates specified in this note are as applicable for the financial year 2020-21, and are exclusive of surcharge and cess, if any. Rate of surcharge and cess are provided below.

Surcharge

Domestic companies (not opting for Section 115BAA):

If the net income does not exceed INR 10 million – Nil

If the net income exceeds INR 10 million but does not exceed INR 100 million – 7%

If the net income exceeds INR 100 million – 12%

Domestic companies (opting for Section 115BAA) – 10%

Foreign companies:

If the net income does not exceed INR 10 million - Nil

If the net income exceeds INR 10 million but does not exceed INR 100 million – 2%

If the net income exceeds INR 100 million – 5%

For individuals (residents and non-residents), AOPs and BOIs

	Taxable income	Surcharge (%)
1	If total income (including capital gains on specified securities and dividend income) is above INR 50 Lakhs & up to INR 1 Cr	**10**
2	If total income (including capital gains on specified securities and dividend income) is above INR 1 Cr. & up to INR 2 Crs.	**15**
3	If total income (excluding capital gains on specified securities and dividend income) is above INR 2 Crs. & up to INR 5 Crs.	**25**
4	If total income (excluding capital gains on specified securities and dividend income) is above INR 5 Crs.	**37**
5	If total income is above INR 2 Crs. (including capital gains on specified securities and dividend income) but is not covered under 3 and 4 above. Provided surcharge not to exceed 15 per cent in case of capital gains on specified securities and dividend income included in such total income	**15**

Specified security mean equity shares, units of equity oriented mutual funds, units of business trust taxed under section 111A or section 112A of the Act

For FPIs (individual, AOP and BOI)*

	Taxable income	Surcharge (%)
1	If total income (including capital gains on all securities and dividend income) is above INR 50 Lakhs & up to INR 1 Cr	**10**
2	If total income (including capital gains on all securities and dividend income) is above INR 1 Cr. & up to INR 2 Crs.	**15**
3	If total income (excluding capital gains on all securities and dividend income) is above INR 2 Crs. & up to INR 5 Crs.	**25**
4	If total income (excluding capital gains on all securities and dividend income) is above INR 5 Crs.	**37**
5	If total income is above INR 2 Crs. (including capital gains on all securities and dividend income) but is not covered under 3 and 4 above. Provided surcharge not to exceed 15 per cent in case of capital gains on specified securities and dividend income included in such total income	**15**

*Note: Further, if FPI is registered as a firm, then surcharge shall be 12% for income exceeding INR 1 Crs.

Health and Education Cess

In all cases, health and education cess to be levied at the rate of 4% of income tax and surcharge.

Notes

- The above statement of possible direct tax benefits sets out the provisions of law in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of shares and units.

- The stated benefits will be available only to the sole/ first named holder in case the units are held by joint holders.

- In respect of non-residents, the tax rates and the consequent taxation mentioned above shall be further subject to any benefits available under the applicable DTAA, if any, between India and the country in which the non-resident has fiscal domicile.

- This statement is intended only to provide general information to the investors and is neither designed nor intended to be substituted for professional tax advice. In view of the individual nature of tax consequences, each investor is advised to consult his/her own tax advisor with respect to specific tax consequences of his/her participation in the scheme.

- No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to changes from time to time. We do not assume responsibility to update the views consequent to such changes. We shall not be liable to any claims, liabilities or expenses relating to this annexure.

- This statement of possible direct tax benefits enumerated above is as per the Act as amended by the Finance Act, 2020and the Taxation and Other Laws (Relaxation and Amendment of Certain Provisions) Act, 2020. The above statement of possible Direct-tax Benefits sets out the possible tax benefits available to Brookfield India REIT and its unit holders under the current tax laws presently in force in India. Several of these benefits available are dependent on the Brookfield India REIT or its unit holders fulfilling the conditions prescribed under the relevant tax laws.

- The information provided above sets out the possible tax benefits available to the unit holders in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of equity shares and units, under the current tax laws presently in force in India. It is not exhaustive or comprehensive and is not intended to be a substitute for professional advice. Investors are advised to consult their own tax consultant with respect to the tax implications of an investment in the equity shares and units particularly in view of the fact that certain recently enacted legislation may not have a direct legal precedent or may have a different interpretation impacting the benefits, which an investor can avail.

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Ankur Gupta
Director
DIN No. 08687570

Place: Mumbai
Date: 16 January 2021

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase and holding of the Units by a Plan or a Benefit Plan Investor. A "**Plan**" is (i) an "employee benefit plan" (as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to Title I of ERISA, (ii) a plan, individual retirement account ("**IRA**") or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended ("**Code**"), (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement by reason of a plan's investment in such entity (each as described in clause (i), (ii) and (iii) referred to as a "**Benefit Plan Investor**"), and (iv) a plan, account or other entity or arrangement that is subject to provisions under any other U.S. or non-U.S. federal, state, local or other laws or regulations that are substantially similar to the provisions of Section 4975 of the Code or Title I of ERISA (collectively, "**Similar Laws**").

The following is merely a summary, however, and should not be construed as legal advice or as complete in all relevant respects. All investors are urged to consult their own legal advisors before investing assets of a Plan in the Units and to make their own independent decision.

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "**ERISA Plan**") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan, or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the Units of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and any applicable provisions of ERISA, the Code or Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

Prohibited Transaction Considerations

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of Title I of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code and may result in the loss of the tax exempt status of an IRA. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code.

Whether or not the underlying assets of the Brookfield REIT are deemed to include "plan assets," as described below, the acquisition and/ or holding of the Units by an ERISA Plan with respect to which the Brookfield REIT, any underwriter or placement agent, or any of their respective affiliates ("**Relevant Entities**") is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/ or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor ("**DOL**"), has issued prohibited transaction class exemptions, or "**PTCEs**," that may apply to the acquisition and holding of the Units. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide an exemption from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any ERISA Plan involved in the transaction and provided further that the ERISA Plan receives no less, and pays no more, than adequate consideration in connection with the transaction. Each of the above-noted exemptions contains conditions and limitations on its application. Fiduciaries of ERISA Plans considering acquiring and/ or holding the Units in reliance on these or any other exemption should carefully review the exemption to assure it is applicable. There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Because of the foregoing, Units should not be acquired or held by any Plan or any other person investing "plan assets" of any ERISA Plan, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code and will not constitute a similar violation of any applicable Similar Law.

Plan Asset Considerations

Regulations promulgated by the DOL, as modified by Section 3(42) of ERISA ("**Plan Asset Regulations**"), generally provide that when an ERISA Plan acquires an equity interest in an entity that is neither a "publicly-offered security" (as defined in the Plan Asset Regulations) nor a security issued by an investment company registered under the U.S. Investment Company Act of 1940, as amended ("**Investment Company Act**"), the ERISA Plan's assets include both the equity interest and an undivided interest in each of the underlying assets of the entity unless it is established either that participation in the entity by Benefit Plan Investors is not significant, or that the entity is an "operating company" (each as defined in the Plan Asset Regulations). For this purpose, participation in the entity by Benefit Plan Investors will not be significant and the assets of the entity will not be treated as "plan assets" if, immediately after the most recent acquisition of any equity interest in the entity, less than 25% of the total value of each class of equity interests in the entity is held by Benefit Plan Investors ("**25% Test**"), excluding equity interests held by persons (other than benefit plan investors) who have discretionary authority or control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets, and any affiliates thereof.

The Units are expected to constitute an "equity interest" in the Brookfield REIT for purposes of the Plan Asset Regulations, and are not expected to constitute "publicly offered securities" for purposes of the Plan Asset Regulations. In addition, the Brookfield REIT will not be registered under the Investment Company Act and the Brookfield REIT may be unable to adequately monitor participation in the Brookfield REIT by Benefit Plan Investors such that participation by Benefit Plan Investors could exceed the ERISA 25% Test limit at any given time.

Operating Companies

Under the Plan Asset Regulations, an entity is an "operating company" if it is primarily engaged, directly or through a majority-owned subsidiary or subsidiaries, in the production or sale of a product or service other than the investment of capital. In addition, the Plan Asset Regulations provide that the term "operating company" includes an entity qualifying as a "real estate operating company" (a "**REOC**"). An entity may qualify as a REOC if (i) on its "initial valuation date" and on at least one day within each "annual valuation period," at least 50% of the entity's assets, valued at cost (other than short-term investments pending long-term commitment or distribution to investors) are "invested" in real estate that is managed or developed and with respect to which such entity has the right to substantially participate directly in management or development activities; and (ii) such entity in the ordinary course of its business actually is engaged directly in the management and development of the real estate. The "initial valuation date" is the date on which the entity first makes an investment that is not a short-term investment of funds pending long-term commitment. An entity's "annual valuation period" is a pre-established period not exceeding 90 days in duration, which begins no later than the anniversary of the entity's initial valuation date.

The Brookfield REIT will use commercially reasonable efforts to ensure that the terms and conditions of its investments, and the contractual rights obtained and exercised with respect to such investments, will enable the Brookfield REIT to qualify as a REOC within the meaning of the Plan Asset Regulations from and after the date the Brookfield REIT makes its first investment. However, no assurance can be given that this will be the case.

If the Brookfield REIT's assets are deemed to constitute ERISA "plan assets" (i.e., if the Brookfield REIT fails to qualify as a REOC as of its initial valuation date, or during any subsequent annual valuation period, and participation in the Brookfield REIT by Benefit Plan Investors is significant), certain transactions that the Brookfield REIT might enter into, or may have entered into, in the ordinary course of the Brookfield REIT's business might constitute non-exempt "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code and might have to be rescinded and may give rise to prohibited transaction excise taxes and fiduciary liability, as described above. In addition, if the Brookfield REIT's assets are deemed to be "plan assets" of an ERISA Plan, the management, as well as various providers of fiduciary or other services to the Brookfield REIT, and any other parties with authority or control with respect to the Brookfield REIT, may be considered fiduciaries under ERISA and Section 4975 of the Code, or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers). Moreover, if the underlying assets of the Brookfield REIT were deemed to be "plan assets," there are several other provisions of ERISA that could be implicated for an ERISA Plan if it were to acquire and hold Units either directly or by investing in an entity whose underlying assets are deemed to be assets of the ERISA Plan.

Plans that are governmental Plans, non-US Plans and certain church Plans, while not subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code, may nevertheless be subject to Similar Law. Fiduciaries of any such plans should consult with their counsel before purchasing Units.

Representation

In light of the above, by the purchase of any Units each purchaser and subsequent transferee of Units will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold the Units constitutes assets of any Plan, or (ii) the purchase and holding of the Units by such purchaser or transferee does not and will not constitute or otherwise result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws.

In addition, each purchaser and subsequent transferee of any Units that is a Plan, on each day from the date on which such a person acquires any Units through and including the date on which it disposes of such Units, will be deemed to represent, warrant and agree that, (1) none of the Relevant Entities or Lead Managers have provided any investment recommendation or investment advice to the Plan, or any fiduciary or other person investing the assets of the Plan (a "**Plan Fiduciary**"), on which either the Plan or Plan Fiduciary has relied in connection with the decision to purchase acquire any Units, (2) the Relevant Entities and Lead Managers are not Brookfield Properties Plan's purchase of Units, and (3) the Plan Fiduciary is exercising its own independent judgement in evaluating the transaction.

Important Notice for Plans

None of the Relevant Entities intends to act as a fiduciary under ERISA, the Code or any Similar Law with respect to any Plan's decision to purchase the Units, remain invested in, or, where applicable, redeem its interest from the Brookfield REIT, and it is not its intention to act in a fiduciary capacity with respect to any Plan. The Relevant Entities have a financial interest in investors' investment in the Units on account of the fees and other compensation they expect to receive from the Brookfield REIT and their other relationships with the Brookfield REIT as contemplated hereunder. Any such fees and compensation do not constitute fees or compensation rendered for the provision of investment advice to any Plan.

The foregoing discussion is general in nature, is not intended to be all-inclusive and is based on laws in effect on the date of this Offer Document. Such discussion should not be construed as legal advice. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the Units on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the acquisition and/ or holding of Units.

SECTION – X: OTHER INFORMATION

GENERAL INFORMATION

The Brookfield REIT

The Brookfield REIT was settled as a contributory, determinate and irrevocable trust on July 17, 2020 at Mumbai, India under the provisions of the Indian Trusts Act, 1882 pursuant to a trust deed dated July 17, 2020. The Brookfield REIT was registered with SEBI on September 14, 2020 at Mumbai as a 'real estate investment trust' pursuant to the REIT Regulations having registration number IN/REIT/20-21/0004. The Brookfield REIT has been settled by our Manager (solely as the settlor, on behalf of our Sponsor) for the Initial Contribution. The principal place of business of the Brookfield REIT is situated at Candor TechSpace IT/ ITES SEZ, Building 5A/10, Sector-48, Tikri (Near Subash Chowk), Gurugram 122 018, Haryana, India.

For information on the background of the Brookfield REIT and the description of the Portfolio, see "*Background of the Brookfield REIT*", "*Our Portfolio Companies*" and "*Our Business and Properties*" beginning on pages 68, 177 and 114, respectively.

Compliance Officer of the Brookfield REIT

The Compliance Officer of the Brookfield REIT is Ruhi Goswami. Her contact details are as set forth:

Candor TechSpace IT/ ITES SEZ
Building 5A (Tower 10)
Sector 48, Tikri (Near Subhash Chowk)
Gurugram 122 018
Haryana, India
Tel: +91 124 3821 400
Fax: +91 124 3821 499
E-mail: ruhi.goswami@brookfieldproperties.com
Website: brookfieldindiareit.in

Prospective investors can contact the Compliance Officer or the Registrar to the Offer in case of any pre-Issue or post-Issue related issues such as non-receipt of Allotment Advice/ letter of Allotment, non-credit of Allotted Units in the respective beneficiary account, non-receipt of refund orders and non-receipt of funds by electronic mode.

Our Sponsor

BSREP India Office Holdings V Pte. Ltd.

Registered Office Address and Correspondence Address

16 Collyer Quay, #19-00
Income at Raffles
Singapore (049318)
Tel: +65 6750 4484
Fax: N.A.
E-mail: reit.sponsor@brookfield.com

Contact Person

Aanandjit Sunderaj is the contact person of our Sponsor. His contact details are set forth:

Aanandjit Sunderaj
16 Collyer Quay, #19-00
Income at Raffles
Singapore (049318)
Tel: +65 6750 4483
Fax: N.A.
E-mail: reit.sponsor@brookfield.com

Our Manager

Registered Office Address and Correspondence Address

Brookprop Management Services Private Limited
Unit 804, 8th Floor
One BKC, A Wing
G-Block Bandra Kurla Complex
Bandra East, Mumbai, Maharashtra 400 051
Tel: +91 22 6600 0700
Fax: +91 22 6600 0777
E-mail: reit.manager@brookfield.com
Contact Person: Sanjeev Kumar Sharma

The Trustee

Registered Office Address

Axis House
Bombay Dyeing Mills Compound
Pandurang Budhkar Marg, Worli
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6230 0451
Fax: +91 22 6230 0700
E-mail: debenturetrustee@axistrustee.com
Website: www.axistrustee.com
Contact Person: Anil Grover

Correspondence Address

Axis Trustee Services Limited
The Ruby, 2nd Floor, SW
29 Senapati Bapat Marg, Dadar (West)
Mumbai 400 028
Maharashtra, India

Auditor

Deloitte Haskins & Sells
7th Floor, Building 10, Tower B
DLF Cyber City Complex
DLF City Phase - II, Gurugram 122 002
Haryana, India
Tel: +91 124 679 2000
Fax: +91 124 679 2012
E-mail: asubramanian@deloitte.com
Firm Registration No.: 015125N
Peer Review No.: 011161

Valuer

Shubhendu Saha, MRICS
IBBI Registered Valuer
(IBBI/RV/05/2019/11552)
53, Anuradha Apartments
A2, Paschim Vihar
New Delhi 110 063
India
Tel: +91 9910 386675
E-mail: shubhendu.fasv@hotmail.com

Independent Industry Expert

Cushman & Wakefield (India) Private Limited
4th Floor, Pine Valley
Embassy Golf Links
Bengaluru 560 071
Karnataka, India
Tel: +91 80 4046 5512
Fax: +91 80 4046 5566
E-mail: somy.thomas@ap.cuskwake.com
Website: www.cushmanwakefield.co.in
Contact Person: Somy Thomas

Global Coordinators and Book Running Lead Managers to the Issue

Morgan Stanley India Company Private Limited
18th Floor, Tower 2
One World Centre
Plot - 841, Jupiter Textile Mill Compound
Senapati Bapat Marg
Lower Parel, Mumbai 400 013
Maharashtra, India
Tel: +91 22 6118 1000
Fax: +91 22 6118 1040
E-mail: brookfieldreit@morganstanley.com
Investor Grievance e-mail:
investors_india@morganstanley.com
Website: www.morganstanley.com
Contact Person: Ayushee Thukral
SEBI Registration No.: INM000011203

Citigroup Global Markets India Private Limited
1202, 12th Floor
First International Financial Centre
G-Block, C54 & 55
Bandra Kurla Complex, Bandra (East)
Mumbai 400 098
Maharashtra, India
Tel: +91 22 6175 9999
Fax: +91 22 6175 9898
E-mail: brookfield.ipo.2020@citi.com
Investor grievance e-mail:
investors.cgmib@citi.com
Website:
www.online.citibank.co.in/rhtm/citigroupglobalscreen1.htm
Contact Person: Abhijay Thacker
SEBI Registration No.: INM000010718

BofA Securities India Limited*
Ground Floor, "A" Wing
One BKC, "G" Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Tel: +91 22 6632 8000
Fax: +91 22 6776 2343
E-mail: dg.brookfield_reit@bofa.com
Investor grievance e-mail:
dg.india_merchantbanking@bofa.com
Website: www.ml-india.com
Contact Person: Vivek Arora
SEBI Registration No.: INM000011625
**Formerly known as DSP Merrill Lynch Limited*

HSBC Securities and Capital Markets (India) Private Limited
52/60, Mahatma Gandhi Road
Fort, Mumbai 400 001
Maharashtra, India
Tel: +91 22 2268 5555
Fax: +91 22 6653 6207
E-mail: brookfieldreitipo@hsbc.co.in
Investor grievance e-mail:
investorgrievance@hsbc.co.in
Website:https://www.business.hsbc.co.in/en-gb/in/generic/ipo-open-offer-and-buyback
Contact Person: Sanjana Maniar/Rishiraj Singh
SEBI Registration No.: INM000010353

Book Running Lead Managers to the Issue

Ambit Private Limited
Ambit House
449, Senapati Bapat Marg Lower Parel
Mumbai 400 013
Maharashtra, India
Tel: +91 22 3982 1819
Fax: +91 22 3982 3020
E-mail: brookfield.reit@ambit.co

Axis Capital Limited
1st Floor, Axis House
C-2 Wadia International Centre
Pandurang Budhkar Marg, Worli
Mumbai 400 025
Maharashtra, India
Tel: +91 22 4325 2183
Fax: +91 22 4325 3000
E-mail: brookfieldreit.ipo@axiscap.in

Investor grievance e-mail:
customerservicemb@ambit.co
Website: www.ambit.co
Contact Person: Praveen Sangal
SEBI Registration No.: INM000010585

Investor Grievance e-mail: complaints@axiscap.in
Website: www.axiscapital.co.in
Contact Person: Mayuri Arya
SEBI Registration No.: INM000012029

IIFL Securities Limited
10th Floor, IIFL Centre
Kamala City, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013
Maharashtra, India
Tel: +91 22 4646 4600
Fax: +91 22 2493 1073
E-mail: brookfield.reit@iiflcap.com
Investor grievance e-mail: ig.ib@iiflcap.com
Website: www.iiflcap.com
Contact Person: Nishita Mody/ Koustav Pal
SEBI Registration No.: INM000010940

JM Financial Limited
7th Floor, Cynergy
Appasaheb Marathe Marg, Prabhadevi
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6630 3030
Fax: +91 22 6630 3330
E-mail: brookfield.reit@jmfl.com
Investor Grievance e-mail:
grievance.ibd@jmfl.com
Website: www.jmfl.com
Contact Person: Gitesh Vargantwar
SEBI Registration No.: INM000010361

J.P. Morgan India Private Limited
J.P. Morgan Tower
Off. C.S.T. Road
Kalina, Santacruz (East)
Mumbai 400 098
Maharashtra, India
Tel: +91 22 6157 3000
Fax: +91 22 6157 3911
E-mail: broofieldreit_ipo@jpmorgan.com
Investor grievance e-mail:
investorsmb.jpmipl@jpmorgan.com
Website: www.jpmipl.com
Contact Person: Shagun Gupta
SEBI Registration No.: INM000002970

Kotak Mahindra Capital Company Limited
1st Floor, 27 BKC, Plot No. 27,G Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
Maharashtra, India
Tel: +91 22 4336 0000
Fax: +91 22 6713 2447
E-mail: brookfield.reit@kotak.com
Investor Grievance e-mail:
kmccredressal@kotak.com
Website: www.investmentbank.kotak.com
Contact Person: Ganesh Rane
SEBI Registration No.: INM000008704

SBI Capital Markets Limited
202, Maker Tower 'E'
Cuffe Parade, Mumbai 400 005
Maharashtra, India
Tel: +91 22 2217 8300
Fax: +91 22 2218 8332
E-mail: brookfieldreit@sbicaps.com
Investor grievance e-mail:
investor.relations@sbicaps.com
Website: www.sbicaps.com
Contact Person: Aditya Deshpande
SEBI Registration No.: INM000003531

Syndicate Member

Ambit Capital Private Limited
Ambit House
449, Senapati Bapat Marg,
Lower Parel, Mumbai 400 013
Maharashtra, India
Tel: +91 22 6623 3000
Fax: +91 22 6623 3100
E-mail: sandeep.sharma@ambit.co
Website: www.ambit.co
Contact Person: Sandeep Sharma

IIFL Securities Limited
6th & 7th Floor
Ackruti Centre Point, Central Road, MIDC
Andheri (E), Mumbai 400 093
Maharashtra, India
Tel: +91 22 3929 4000/ 4103 5000
Fax: +91 22 2580 6654
E-mail: cs@indiainfoline.com
Website: www.indiainfoline.com
Contact Person: Prasad Umarale

SEBI Registration No.: INZ000259334

Investec Capital Services (India) Private Limited
1103-04, 11th Floor
B Wing, Parinee Crescenzo
Bandra Kurla Complex, Mumbai 400 051
Maharashtra, India
Tel: +91 22 6849 7509
Fax: N.A.
E-mail: suhani.bhareja@investec.co.in
Website: https://www.investec.com/india.html
Contact Person: Suhani Bhareja
SEBI Registration No.: INZ000007138

JM Financial Services Limited
Ground Floor, 2, 3 & 4, Kamanwala Chambers
Sir P.M. Road, Fort, Mumbai 400 001
Maharashtra, India
Tel: +91 22 6136 3400
Fax: N.A.
E-mail: surajit.misra@jmfl.com/ deepak.vaidya@jmfl.com/ tn.kumar@jmfl.com/ sona.verghese@jmfl.com
Website: www.jmfinancialservices.in
Contact Person: Surajit Misra/ Deepak Vaidya/ T. N. Kumar/ Sona Verghese
SEBI Registration No.: INZ000195834

SEBI Registration No.: INZ000164132

Kotak Securities Limited
4th Floor, 12 BKC, G Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
Maharashtra, India
Tel: +91 22 6218 5470
Fax: N.A.
E-mail: umesh.gupta@kotak.com
Website: www.kotak.com
Contact Person: Umesh Gupta
SEBI Registration No.: INZ000200137

SBICAP Securities Limited
Marathon Futurex
12th Floor A & B–Wing, N. M. Joshi Marg
Lower Parel, Mumbai 400 013
Maharashtra, India
Tel: +91 22 4227 3300
Fax: N.A.
E-mail: archana.dedhia@sbicapsec.com
Website: www.sbismart.com
Contact Person: Archana Dedhia
SEBI Registration No.: INZ000200032

Banker to the Offer

Kotak Mahindra Bank Limited
Kotak Infiniti, 6th Floor
Building No. 21, Infinity Park
Off Western Express Highway, General A.K. Vaidya Marg
Malad (East), Mumbai 400 097
Maharashtra, India
Tel: +91 22 6605 6588
Fax: +91 22 6713 2416
E-mail: cmsipo@kotak.com
Website: www.kotak.com
Contact Person: Prashant Sawant
SEBI Registration No.: INBI00000927

Inter-se allocation of responsibilities

The following tabular representation sets forth the inter-se allocation of responsibilities for various activities among the Lead Managers for the Issue:

Sr. No.	Activity	Responsibility	Co-ordination
1.	Assist the Manager in selecting the Portfolio; capital structuring along with the relative components and formalities such as type of instruments, etc.	Lead Managers	Morgan Stanley
2.	Due diligence of the Brookfield REIT's operations/ management/ business plans/ legal, etc., Sponsor/ Manager's experience, the proposed formation transactions, the proposed and future assets arrangements, any other related party transactions (including trademark licensing or other arrangements) Corresponding with regulatory authorities in regards to the offer document and the Brookfield REIT and ensuring compliance and completion of prescribed formalities with the Stock Exchanges and SEBI	Lead Managers	Morgan Stanley

Sr. No.	Activity	Responsibility	Co-ordination
3.	Finalizing the financial model and coordinating with the auditors to rebase the forecasts as per relevant accounting standards	Lead Managers	Morgan Stanley
4.	Auditor co-ordination including historical financials, comfort letters and other certificates required from auditor and other chartered accountants	Lead Managers	Morgan Stanley
5.	Drafting and approval of all publicity material including statutory advertisement, corporate advertisement, brochure, etc.	Lead Managers	BofA Securities
6.	Appointment of Valuer and rating agencies	Lead Managers	Morgan Stanley
7.	Appointment of Registrar to the Offer, Banker to the Offer, printers, advertising agency and other intermediaries (including coordinating all agreements to be entered with such parties)	Lead Managers	BofA Securities
8.	Finalizing research analyst presentation, road show marketing presentation and frequently asked questions	Lead Managers	BofA Securities/ Citigroup
9.	Finalizing various agreements including underwriting, offering, syndicate and escrow	Lead Managers	BofA Securities
10.	International institutional marketing of the Issue which will cover, *inter alia*: • Formulating overall international institutional marketing strategy; • Finalizing the list and division of international investors for one-on-one meetings; and • Finalizing international road show schedule and investor meeting schedules	Lead Managers	Morgan Stanley/ BofA Securities/ Citigroup/ HSBC
11.	Domestic institutional marketing of the Issue which will cover, *inter alia*: • Formulating overall domestic institutional marketing strategy; • Finalizing the list and division of domestic investors for one-on-one meetings; and • Finalizing domestic road show schedule and investor meeting schedules	Lead Managers	Axis/ Kotak/ SBICAPS
12.	Non-Institutional marketing strategy which will cover, *inter alia*: • Formulating marketing strategies, preparation of publicity budget, finalizing media, marketing and public relations strategy; finalizing centers for holding conferences for brokers, etc.; • Finalizing the brokerage and commission for Non-Institutional Investor Portion for the brokers and sub syndicate; • Finalizing collection centers; and • Deciding on the quantum of the Issue material and allocation among the printers	Lead Managers	Ambit/ Axis/ JM/ Kotak
13.	Coordination with stock exchanges for book building software and submitting 1% deposit. Finalizing the anchor minutes	Lead Managers	HSBC
14.	Managing the book and finalizing of pricing and Allocation in consultation with the Manager	Lead Managers	Morgan Stanley
15.	Assisting the Manager in ensuring the completion of the Formation Transactions and the Allotment of Units in consideration thereof	Lead Managers	HSBC
16.	Post bidding activities including management of escrow accounts, coordination for finalization of basis of allotment including non-institutional and institutional allocation, coordination for preparation of intimation of allocation letters and dispatch of allocation letters and refund to Bidders, coordination for obtaining relevant listing approvals, coordination for dispatch of certificates and demat delivery of Units and coordination with the various agencies connected with the post Issue work such as Registrar to the Offer, Banker to the Offer and the Refund bank	Lead Managers	HSBC
17.	Post bidding restructuring to create the Brookfield REIT, sale of Portfolio to the Brookfield REIT, etc.	Lead Managers	HSBC

Indian Legal Counsel to the Brookfield REIT, our Manager and Sponsor

Shardul Amarchand Mangaldas & Co
24th Floor, Express Towers
Nariman Point
Mumbai 400 021
Maharashtra, India
Tel: +91 22 4933 5555
Fax: +91 22 4933 5550

International Legal Counsel to the Brookfield REIT

Sidley Austin LLP
Level 31
Six Battery Road
Singapore 049 909
Tel: +65 6230 3900
Fax: +65 6230 3939

Indian Legal Counsel to the Lead Managers

Cyril Amarchand Mangaldas
3rd Floor, Prestige Falcon Towers
19, Brunton Road, Off M. G. Road
Bengaluru 560 025
Karnataka, India
Tel: +91 80 6792 2000
Fax: +91 80 255 84266

International Legal Counsel to Lead Managers

Clifford Chance
Clifford Chance Pte. Ltd
12 Marina Boulevard, 25th Floor
Marina Bay Financial Centre, Tower 3
Singapore 018 982
Tel: +65 6410 2200
Fax: +65 6410 2288

India tax advisers to the Brookfield REIT, our Sponsor and our Manager

PricewaterhouseCoopers Private Limited
PwC House
1st Floor, Plot 18/A
Guru Nanak Road (Station Road)
Bandra (West), Mumbai 400 050
Maharashtra, India
Tel.: +9122 6669 1000
Fax: +91 22 6654 7807

Registrar and Transfer Agent

Link Intime India Private Limited
C-101, 1st Floor, 247 Park
Lal Bhadur Shastri Marg
Vikhroli (West), Mumbai 400 083
Maharashtra, India
Tel: +91 22 4918 6200
Fax: +91 22 4918 6195
E-mail: brookfield.reit@linkintime.co.in
Investor grievance e-mail: brookfield.reit@linkintime.co.in

Website: www.linkintime.co.in
Contact Person: Shanti Gopalkrishnan
SEBI Registration No.: INR000004058

Designated Intermediaries

Self-Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as the SCSBs for the ASBA process is provided on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 and such lists are updated from time to time and are also available at such other websites as may be prescribed by SEBI from time to time.

Registered Brokers

The list of the Registered Brokers, including details such as postal address, telephone number and e-mail address, is provided on the websites of the Stock Exchanges at http://www.bseindia.com/Markets/PublicIssues/brokercentres_new.aspx?expandable=3; and https://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, respectively, as updated by the Stock Exchanges from time to time.

Registrar and Share Transfer Agents

The list of the RTAs eligible to accept ASBA Forms at the Designated RTA Locations, including details such as address, telephone number and e-mail address, are provided on the websites of the Stock Exchanges at http://www.bseindia.com/Static/Markets/PublicIssues/RtaDp.aspx?expandable=6 and http://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, respectively, as updated by the Stock Exchanges from time to time.

Collecting Depository Participants

The list of the CDPs eligible to accept ASBA Forms at the Designated CDP Locations, including details such as name and contact details, are provided on the websites of the Stock Exchanges at http://www.bseindia.com/Static/Markets/PublicIssues/RtaDp.aspx?expandable=6 and http://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, respectively, as updated by the Stock Exchanges from time to time.

SCORES Registration

The Brookfield REIT has obtained the authentication on the SCORES.

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

Following contracts, which are or may be deemed material, have been entered or are to be entered into in due course. Copies of such contracts and also the documents for inspection referred to hereunder, may be inspected at the principal place of business of the Brookfield REIT, between 10:00 A.M. to 5:00 P.M., on all Working Days from the date of this Offer Document until the date of listing of our Units pursuant to the Issue. Subject to compliance with applicable law, any of the contracts or documents mentioned herein or elsewhere in this Offer Document may be amended or modified at any time if so required in the interest of the Brookfield REIT or if required by the other parties, without reference to our Unitholders.

1. Trust deed entered into between our Manager (solely as the settlor, on behalf of our Sponsor), our Sponsor and the Trustee dated July 17, 2020.

2. Investment Management Agreement entered into between the Brookfield REIT (acting through the Trustee) and our Manager dated July 17, 2020.

3. SEBI registration certificate for the Brookfield REIT bearing number IN/REIT/20-21/0004 dated September 14, 2020 as a REIT and letter from SEBI dated September 14, 2020.

4. Share acquisition agreements entered into by the Brookfield REIT (acting through the Trustee) and our Manager with our Sponsor and certain members of our Sponsor Group along with our respective Portfolio Companies dated January 16, 2021.

5. Right of first offer agreements entered into by the Brookfield REIT (acting through the Trustee) and our Manager with each of ROFO Companies and their respective shareholders and debenture holders dated December 1, 2020.

6. Agreements to Purchase entered into by each of the Identified SPVs and their respective shareholders with our Manager and the Brookfield REIT (acting through the Trustee) dated January 13, 2021.

7. Offer Agreement entered into among the Trustee, our Manager, our Sponsor, the Lead Managers and BSREP V, BSREP India Office III, BSREP II India, BSREP India Holdings and Kairos dated September 29, 2020 and amendment agreement dated January 25, 2021 read along with the termination letter dated January 15, 2021 from BSREP V, BSREP India Office III and Kairos.

8. Escrow Agreement entered into among the Brookfield REIT (acting through the Trustee), our Sponsor, our Manager, the Lead Managers, the Syndicate Members, Banker to the Offer and the Registrar to the Offer dated January 25, 2021.

9. Syndicate Agreement entered into among the Lead Managers, the Syndicate Members, Sponsor, the Brookfield REIT (acting through the Trustee) and our Manager dated January 25, 2021.

10. Underwriting Agreement entered into among the Underwriters, our Manager, the Trustee and our Sponsor dated [•], 2021.

11. Registrar Agreement dated September 26, 2020 entered into among the Trustee (on behalf of the Brookfield REIT), the Trustee, our Manager, the Registrar to the Offer and BSREP V, BSREP India Office III, BSREP II India, BSREP India Holdings and Kairos read along with the first amendment agreement dated January 14, 2021 and second amendment agreement dated January 25, 2021.

12. Candor Amended and Restated Transition, Operations and Maintenance Agreements, each dated December 1, 2020 entered into between CIOP and our Candor Asset SPVs.

13. Candor Amended and Restated Service Agreement dated December 1, 2020 entered into between our Manager and CIOP.

14. Festus Service Agreement dated December 1, 2020 entered into between our Manager and Festus.

15. Trade-Mark Sublicense Agreement dated September 26, 2020 entered into between the Brookfield REIT, our Manager, our Portfolio Companies and the Brookfield Asset Management Holdings SRL.

16. Candor Trademark Agreement dated September 26, 2020 entered into between CIOP, the Brookfield REIT, our Manager, our Candor Asset SPVs and the Identified SPVs.

17. Shareholder Debt Documentation dated January 16, 2021 entered into between the Brookfield REIT and each of our Asset SPVs.

18. Agreement dated November 3, 2020 among NSDL, the Brookfield REIT, and the Registrar to the Offer.

19. Agreement dated November 6, 2020 among CDSL, the Brookfield REIT and the Registrar to the Offer.

20. Resolution of our Board dated September 26, 2020 authorizing the Issue.

21. Consents from the (i) Lead Managers; (ii) Indian Legal counsel to the Brookfield REIT, our Manager and Sponsor; (iii) Indian Legal Counsel to the Lead Managers; (iv) International Legal Counsel to the Brookfield REIT; (v) International Legal Counsel to the Lead Managers; (vi) Registrar to the Offer; (vii) Banker to the Offer; (viii) Syndicate Members; (ix) India tax advisers to the Brookfield REIT, our Sponsor and our Manager; and (x) Compliance Officer of the Brookfield REIT.

22. Consent from the Auditor dated January 27, 2021.

23. Condensed Combined Financial Statements of the Brookfield REIT and the report thereon dated January 16, 2021.

24. Valuation Report dated January 13, 2021 issued by the Valuer.

25. Consent from the Valuer dated January 13, 2021.

26. Industry Report titled "*India Commercial Real Estate Overview*" dated January 13, 2021 issued by C&WI.

27. Independent Property Consultant Report dated January 13, 2021 issued by C&WI.

28. Consents from the Independent Industry Expert each dated January 13, 2021 in relation to the Industry Report and the Independent Property Consultant Report.

29. Architect certificates each dated September 30, 2020 issued by A.D. Consultants in relation to the Initial Portfolio (excluding Kensington).

30. Architect certificate dated September 30, 2020 issued by Ar. Pervez Nadir Dumasia in relation to Kensington.

31. Architect certificate dated September 24, 2020 issued by Ar. Pervez Nadir Dumasia in relation to ROFO Properties.

32. Standalone financial statements of our Sponsor for financial years ended December 31, 2019, 2018 and 2017 along with the report thereto.

33. Standalone financial statements of our Manager for Financial Year ended March 31, 2020 and 2019 along with the report thereto.

34. Statement of Projections of the Brookfield REIT and the report thereon dated January 16, 2021.

35. The statement of possible direct tax benefits available to the Brookfield REIT and its Unitholders under the Income Tax Act, 1961 dated January 16, 2021 issued by the Auditors.

36. Due diligence certificate dated September 29, 2020 addressed to SEBI from the Lead Managers.

37. In principle listing approvals dated November 2, 2020 and November 5, 2020 issued by BSE and NSE, respectively.

38. SEBI observation letter bearing number DDHS/OW/000000934/1/2021 dated January 12, 2021.

CALCULATION OF UNITHOLDING PERCENTAGE IN RELATION TO THE FORMATION TRANSACTIONS

Pursuant to consummation of the Formation Transactions, our Initial Portfolio will be acquired and held by the Brookfield REIT through our Asset SPVs. Additionally, CIOP, which provides services including property management, facilities management and support services to our Candor Asset SPVs has been considered as an investment by the Brookfield REIT under Regulation 18(5)(da) of the SEBI REIT Regulations, and will be directly held by the Brookfield REIT. For details in relation to the Formation Transactions and the Formation Transaction Agreements, see "*Key terms of the Formation Transactions*" on page 158. The percentage of Units to be allotted in case of each Asset SPV and CIOP shall be calculated in the manner set out below:

Sr. No.	Formation Transaction Agreement	Formation Transaction	Portfolio	Calculation of Unitholding percentage
1.	**Share Acquisition Agreement - Festus**	Transfer of shareholding of BSREP II India Office Holdings II Pte. Ltd. and Kairos Property Managers Private Limited in Festus to the Brookfield REIT in exchange for Units	Kensington	Agreed Unitholding Percentage = Fully diluted shareholding percentage of the relevant shareholder in Festus, on the Closing Date **x** (Pre-Money Equity Valuation of Festus *divided by* Brookfield REIT Pre-Money Equity Valuation)
2.	**Share Acquisition Agreement - Candor Kolkata**	Transfer of shareholding of BSREP India Office Holdings V Pte. Ltd., BSREP India Office Holdings Pte. Ltd. and CCDs held by BSREP India Office Holdings III Pte. Ltd. in Candor Kolkata to the Brookfield REIT in exchange for Units	Candor Techspace K1 and Candor Techspace G2	Agreed Unitholding Percentage = Fully diluted shareholding percentage of the relevant shareholder in Candor Kolkata, on the Closing Date **x** (Pre-Money Equity Valuation of Candor Kolkata *divided by* Brookfield REIT Pre-Money Equity Valuation)
3.	**Share Acquisition Agreement - SPPL Noida**	Transfer of shareholding of BSREP India Office Holdings Pte. Ltd. and BSREP Moon C1 L.P. in SPPL Noida to the Brookfield REIT in exchange for Units	Candor Techspace N1	Agreed Unitholding Percentage = Fully diluted shareholding percentage of the relevant shareholder in SPPL Noida, on the Closing Date **x** (Pre-Money Equity Valuation of SPPL Noida *divided by* Brookfield REIT Pre-Money Equity Valuation)
4.	**Share Acquisition Agreement - CIOP**	Transfer of shareholding of BSREP Moon C1 L.P. and BSREP Moon C2 L.P. in CIOP to the Brookfield REIT in exchange for Units	-	Agreed Unitholding Percentage = Fully diluted shareholding percentage of the relevant shareholder in CIOP, on the Closing Date **x** (Pre-Money Equity Valuation of CIOP *divided by* Brookfield REIT Pre-Money Equity Valuation)

Glossary of terms

Term	Description
Agreed Unitholding Percentage	Pre-determined percentage unitholding in the pre-Issue unitholding structure of the Brookfield REIT
Pre- Money Equity Valuation	The equity valuation of a company arrived at by using (i) the market value of the assets of such company as reflected in the valuation report disclosed in this Offer Document filed with SEBI; (ii) adjustments for net debt for Portfolio Companies (net debt will pertain to third party borrowings only, and compulsorily convertible

Term	Description
	securities issued will be excluded), security deposit and other assets/ liabilities as agreed in the share acquisition agreement of such company as of the same date as the cut-off used in the valuation report disclosed in this Offer Document filed with SEBI; and (iii) adjustments for the implied discount / premium determined on the basis of the offer price (applied uniformly across each Portfolio Company).
Brookfield REIT Pre-Money Equity Valuation	The aggregate of value of the acquirer's direct equity holding in: i. Pre-Money Equity Valuation of Festus; ii. Pre-Money Equity Valuation of Candor Kolkata; iii. Pre-Money Equity Valuation of SPPL Noida; and iv. Pre-Money Equity Valuation of CIOP

DECLARATION

Our Manager declares and certifies that all relevant provisions of the REIT Regulations, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be) have been complied with and no statement made in this Offer Document is contrary to the provisions of the REIT Regulations, the SCRA, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be). Our Manager further certifies that all the statements and disclosures in this Offer Document are true, fair and adequate in order to enable the investors to make a well informed decision as to their investment in the Offer.

FOR BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED

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Anuj Ranjan
Non-executive director

Date: January 27, 2021
Place: Dubai

DECLARATION

Our Manager declares and certifies that all relevant provisions of the REIT Regulations, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be) have been complied with and no statement made in this Offer Document is contrary to the provisions of the REIT Regulations, the SCRA, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be). Our Manager further certifies that all the statements and disclosures in this Offer Document are true, fair and adequate in order to enable the investors to make a well informed decision as to their investment in the Offer.

FOR BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED

Ankur Gupta
Non-executive director

Date: January 27, 2021
Place: Mumbai

DECLARATION

Our Manager declares and certifies that all relevant provisions of the REIT Regulations, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be) have been complied with and no statement made in this Offer Document is contrary to the provisions of the REIT Regulations, the SCRA, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be). Our Manager further certifies that all the statements and disclosures in this Offer Document are true, fair and adequate in order to enable the investors to make a well informed decision as to their investment in the Offer.

FOR BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED

Akila Krishnakumar
Independent director

Date: January 27, 2021
Place: Bengaluru

DECLARATION

Our Manager declares and certifies that all relevant provisions of the REIT Regulations, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be) have been complied with and no statement made in this Offer Document is contrary to the provisions of the REIT Regulations, the SCRA, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be). Our Manager further certifies that all the statements and disclosures in this Offer Document are true, fair and adequate in order to enable the investors to make a well informed decision as to their investment in the Offer.

FOR BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED

Shailesh Vishnubhai Haribhakti
Independent director

Date: January 27, 2021
Place: Mumbai

DECLARATION

Our Sponsor declares and certifies that all statements specifically made and undertakings provided by it in this Offer Document, about or in relation to itself in connection with the Offer are true, fair and adequate in order to enable the investors to make a well informed decision as to their investment in the Offer.

SIGNED BY THE DIRECTORS OF BSREP INDIA OFFICE HOLDINGS V PTE. LTD.

Aanandjit Sunderaj	***Taswinder Kaur Gill***
Director	*Director*

Date: January 27, 2021
Place: Singapore

DECLARATION

The Trustee (on behalf of the Brookfield REIT) declares and certifies that all relevant provisions of the REIT Regulations SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be) have been complied with and no statement made in this Offer Document is contrary to the provisions of the REIT Regulations the SCRA, SEBI Guidelines, SEBI Act and all rules, regulations and guidelines issued by the Government or SEBI (as the case may be). The Trustee (on behalf of the Brookfield REIT) further certifies that all the statements and disclosures in this Offer Document are true, fair and adequate in order to enable the investors to make a well informed decision as to their investment in the Offer.

AXIS TRUSTEE SERVICES LIMITED (ON BEHALF OF THE BROOKFIELD REIT)

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Mangalagowri Giridhar Bhat
Assistant General Manager

Date: January 27, 2021
Place: Mumbai

SECTION – XI: ANNEXURES

FINANCIAL INFORMATION OF THE BROOKFIELD REIT

INDEPENDENT AUDITOR'S REPORT ON SPECIAL PURPOSE CONDENSED COMBINED FINANCIAL STATEMENTS OF BROOKFIELD INDIA REIT – PORTFOLIO COMPANIES

To
The Board of Directors and REIT Offer Committee of the Board of Directors,
Brookprop Management Services Private Limited (the "Investment Manager" or "Manager") in its capacity as the Manager of Brookfield India Real Estate Trust ("Brookfield REIT" or "Brookfield India REIT"),
Unit 804, 8th Floor, One BKC, A Wing,
G-Block Bandra Kurla Complex, Bandra East,
Mumbai 400051,
India

Report on the Audit of the Special Purpose Condensed Combined Financial Statements of the Brookfield India REIT – Portfolio Companies

Qualified Opinion

We have audited the accompanying Special Purpose Condensed Combined Financial Statements of Brookfield India Real Estate Trust ("Brookfield REIT" or "Brookfield India REIT") and its proposed trust subsidiaries comprising of Candor Kolkata One Hi-Tech Structures Private Limited ("Candor Kolkata" or "K1"), Shantiniketan Properties Private Limited ("SPPL Noida" or "N1"), Festus Properties Private Limited (Festus), and Candor India Office Parks Private Limited (CIOP) (collectively with Brookfield REIT, the "Proposed Trust Group" or "Brookfield India REIT - Portfolio Companies) as described in Note 1 of the Special Purpose Condensed Combined Financial Statements, which comprise the Condensed Combined Balance Sheet as at 30 September 2020 and 31 March, 2020, the Condensed Combined Statement of Profit and Loss (including other comprehensive income), the Condensed Combined Statement of Cash Flows and the Condensed Combined Statement of Changes in Equity for six months ended 30 September 2020 and for the year ended 31 March, 2020, including a summary of significant accounting policies and selected explanatory information (together referred to as the "Special Purpose Condensed Combined Financial Statements").

In our opinion and to the best of our information and according to the explanations given to us, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph, the aforesaid Special Purpose Condensed Combined Financial Statements give a true and fair view in accordance with the basis of preparation set out in Note 2.1 to the Special Purpose Condensed Combined Financial Statements, of the state of affairs of the Brookfield India REIT - Portfolio Companies as at 30 September, 2020 and 31 March, 2020 and of its loss (including other comprehensive income) for the six months ended 30 September 2020; and its profit (including other comprehensive income) for the year ended 31 March, 2020, its changes in equity, and its cash flows for six months ended 30 September, 2020 and for the year ended 31 March, 2020.

Basis for Qualified Opinion

Paragraph 8(4) of the Unlisted Public Companies (Preferential Allotment) Amendment Rules, 2011 (the Rules), require that any allotment of securities against share application money received by a Company, shall be completed within sixty days from the receipt of application money and in case the company is not able to allot the securities within the said period of sixty days, it shall repay the application money within fifteen days thereafter, failing which it will be required to be re-paid with interest at the rate of twelve percent per annum. The monies received on such application shall be kept in a separate bank account and shall not be utilised for any purpose other than (i) for adjustment against allotment of securities; or (ii) for the repayment of monies where the company is unable to allot securities.

Prior to 31 March 2014, SPPL Noida had received certain amounts as share application money ("Share Application Money"), against which SPPL Noida had neither allotted shares nor refunded such Share Application Money. The segregation and maintenance of such Share Application Money in a separate bank account, and the utilization of such Share Application Money for general corporate purposes, was not in accordance with the Rules. Prior to 31 March 2014, (i) SPPL had accrued interest on the Share Application Money in accordance with the requirements of the said Rules; and (ii) the Share Application Money (including accrued interest) was converted in full, to inter corporate deposits, based on legal advice obtained by SPPL Noida. As of date, all such inter corporate deposits have been repaid in full, and there are no outstanding dues payable by SPPL Noida in lieu of having received the Share Application Money. The impact, if any, of such non-compliances cannot be ascertained.

Prior to 31 March 2014, Candor Kolkata had received certain amounts as Share Application Money, against which Candor Kolkata had not allotted shares. The segregation and maintenance of such Share Application Money in a separate bank account, and the utilization of such Share Application Money for general corporate purposes, was not in accordance with the Rules. Prior to 31 March 2014, (i) Candor Kolkata had accrued interest on the Share Application Money in accordance with the requirements of the said Rules and refunded the share application money; and (ii) the accrued interest on share application money was converted in full, to inter corporate deposits, based on legal advice obtained by Candor Kolkata. As of date, all such inter corporate deposits have been repaid in full, and there are no outstanding dues payable by Candor Kolkata in lieu of having received the Share Application Money. The impact, if any, of such non-compliances cannot be ascertained.

We conducted our audit of the Special Purpose Condensed Combined Financial Statements in accordance with the Standards on Auditing (SAs) and other pronouncements issued by the Institute of Chartered Accountants of India (ICAI). Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Special Purpose Condensed Combined Financial Statements section of our report. We are independent of the Brookfield India REIT - Portfolio Companies in accordance with the Code of Ethics issued by the ICAI together with the independence requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 (the "Act") and the Rules made thereunder, and we have fulfilled our other responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence obtained by us, is sufficient and appropriate to provide a reasonable basis for our qualified opinion on the Special Purpose Condensed Combined Financial Statements.

Emphasis of Matters

(i) Basis of Accounting and Restriction of Use

We draw attention to Note 2.1 to the Special Purpose Condensed Combined Financial Statements, which describes the purpose and basis of preparation. The Special Purpose Condensed Combined Financial Statements have been prepared by the Manager to meet the requirements of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended and the circulars issued thereunder (the "REIT Regulations") and for inclusion in the offer document and final offer document (collectively, the "Offer Documents") prepared by the Manager in connection with the proposed initial public offering of the units of Brookfield India REIT. As a result, the Special Purpose Condensed Combined Financial Statements may not be suitable for another purpose. Our report is intended solely for the purpose of inclusion in Offer Documents and is not to be used, referred to or distributed for any other purpose without our prior written consent.

(ii) Possible effects arising from the outbreak of the COVID-19 pandemic

We draw attention to Note 50 of the Special Purpose Condensed Combined Financial Statements, which describes the possible effects arising from the outbreak of the COVID-19 pandemic on the Special Purpose Condensed Combined Financial Statements.

(iii) Measurement of assets and liabilities of Festus Properties Private Limited

We draw attention to Note 49 to the Special Purpose Condensed Combined Financial Statements in respect to arrangement between HGP Community Private Limited and Festus and their respective shareholders and creditors under section 100 to 104 of the Companies Act, 1956 along with section 52 of the Companies Act, 2013 and section 391 to 394 of the Companies Act, 1956 read with the Companies (Court) Rules, 1959 sanctioned by the Hon'ble National Company Law Tribunal. The Scheme, provides for demerger of business of owning and operating of IT/ITeS Special Economic zone in Powai of HGP Community Private Limited (Demerged Company) and vesting thereof into Festus (Resulting Company) at book value as at and with effect from 1 January, 2017 (the Appointed Date).

(iv) Effect of settlement order given by the Hon'ble High Court of Calcutta (Settlement Order)

We draw attention to Note 36 of the Special Purpose Condensed Combined Financial Statements, which describes the effect of the Settlement Order received during the year ended 31 March, 2020 relating to certain inter corporate deposits given by erstwhile Candor Gurgaon Two Developers and Projects Private Limited (amalgamated with

Candor Kolkata with effect from 8 January 2019) to certain borrowers and the consequential write-back of provisions relating to inter-corporate deposits on receipt of money pursuant to the Settlement Order.

Our opinion is not modified in respect of these matters.

Management's Responsibility for the Special Purpose Condensed Combined Financial Statements

The Board of Directors of the Manager is responsible for the preparation and presentation of these Special Purpose Condensed Combined Financial Statements that give a true and fair view of the financial position, financial performance, changes in equity and cash flows of the Proposed Trust Group in accordance with the basis of preparation as set out in Note 2.1 to the Special Purpose Condensed Combined Financial Statements for the purpose set out in "Emphasis of Matter - Basis of Accounting and Restriction of Use" paragraph above.

The respective Board of Directors of the companies included in the Proposed Trust Group are responsible for maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the companies included in the Proposed Trust Group and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Special Purpose Condensed Combined Financial Statements that give a true and fair view and are free from material misstatement, whether due to fraud or error, which have been used for the purpose of preparation of the Special Purpose Condensed Combined Financial Statements by the Board of Directors of the Manager, as aforesaid.

In preparing the Special Purpose Condensed Combined Financial Statements, the Board of Directors of the Manager and respective board of directors of the companies included in the Proposed Trust Group are responsible for assessing ability of Proposed Trust Group and the companies included in the Proposed Trust Group respectively to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Manager and the respective board of directors of the companies included in the Proposed Trust Group either intends to liquidate their respective entities or to cease operations, or has no realistic alternative but to do so.

The Board of Directors of the Manager is also responsible for overseeing Proposed Trust Group financial reporting process.

Auditor's Responsibilities for the Audit of the Special Purpose Condensed Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the Special Purpose Condensed Combined Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs and other pronouncements issued by ICAI will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Special Purpose Condensed Combined Financial Statements.

As part of our audit in accordance with SAs and other pronouncements issued by ICAI, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Special Purpose Condensed Combined Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal financial control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for expressing an opinion on the effectiveness of the Brookfield India REIT - Portfolio Companies internal financial control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Board of Directors of Brookfield India REIT - Portfolio Companies.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on Brookfield India REIT - Portfolio Companies ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Special Purpose Condensed Combined Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause Brookfield India REIT - Portfolio Companies to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the Special Purpose Condensed Combined Financial Statements, including the disclosures, and whether the Special Purpose Condensed Combined Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the Special Purpose Condensed Combined Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Special Purpose Condensed Combined Financial Statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the Special Purpose Condensed Combined Financial Statements.

We communicate with those charged with governance of the Manager and such other entities included in the Special Purpose Condensed Combined Financial Statements of which we are the independent auditors regarding, among other matters, the planned scope and timing of the audit and significant audit findings that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other Matters

The comparative special purpose condensed combined financial statements of Brookfield India REIT - Portfolio Companies as at and for the years ended 31 March, 2019 and 2018, which comprises the Condensed Combined Balance Sheets as at 31 March, 2019 and 2018, the Condensed Combined Statements of Profit and Loss (including other comprehensive Income), the Condensed Combined Statements of Cash Flows and the Condensed Combined Statements of Changes in Equity for the years ended 31 March, 2019 and 2018 and a summary of significant accounting policies and select explanatory information, included in the Special Purpose Condensed Combined Financial Statements were audited by B S R & Co. LLP, Chartered Accountants ('other auditors') whose report dated 16 January 2021 expressed a Qualified opinion and stated that, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph stated below, these special purpose condensed combined financial statements as at and for the years ended 31 March, 2019 and 2018 give a true and fair view in accordance with the basis of preparation set out in Note 2.1 to the Special Purpose Condensed Combined Financial Statements.

Basis for Qualified Opinion paragraph in the other auditors report dated 16 January, 2021, which is re-produced below:

"Prior to 31 March 2014, Shantiniketan Properties Private Limited ('SPPL Noida') had received certain amounts as share application money ("Share Application Money"), against which SPPL Noida had neither allotted shares nor refunded such Share Application Money. The segregation and maintenance of such Share Application Money in a separate bank account, and the utilization of such Share Application Money for general corporate purposes, was not in accordance with the Unlisted Public Companies (Preferential Allotment) Amendment Rules, 2011 ("Rules"). Prior to 31 March 2014, (i) SPPL had accrued interest on the Share Application Money in accordance with the requirements of the said Rules; and (ii) the Share Application Money (including accrued interest) was converted in full, to inter corporate deposits, based on legal advice obtained by SPPL Noida. As of date, all such inter corporate deposits have been repaid in full, and there are no outstanding dues payable by SPPL Noida in lieu of having received the Share Application Money. The impact, if any, of such non-compliances cannot be ascertained. This was also a subject matter of qualification in the Auditor's Report on the separate financial statements of SPPL Noida for the years ended 31 March 2019 and 31 March 2018".

"Prior to 31 March 2014, Candor Kolkata One Hi-Tech Structures Private Limited ('Candor Kolkata') had received certain amounts as share application money ("Share Application Money"), against which Candor Kolkata had not allotted shares. The segregation and maintenance of such Share Application Money in a separate bank account, and the utilization of such Share Application Money for general corporate purposes, was not in accordance with the Unlisted Public Companies (Preferential Allotment) Amendment Rules, 2011 ("Rules"). Prior to 31 March 2014, (i) Candor Kolkata had accrued interest on the Share Application Money in accordance with the requirements of the said Rules and refunded the share application money; and (ii) the accrued interest on share application money was converted in full, to inter corporate deposits, based on legal advice obtained by Candor Kolkata. As of date, all such inter corporate deposits have been repaid in full, and there are no outstanding dues payable by Candor Kolkata in lieu of having received the Share Application Money. The impact, if any, of such non-compliances cannot be ascertained. This was also a subject matter of qualification in the Auditor's Report on the separate financial statements of Candor Kolkata for the years ended 31 March 2019 and 31 March 2018".

The other auditors referred above have also included following emphasis of matter paragraphs and other matters paragraph in their report dated 16 January 2021, which are re-produced below:

Emphasis of Matter included in other auditors report dated 16 January 2021

(i). "We draw attention to note 36 to the Special Purpose Condensed Combined Financial Statements, wherein it is stated that erstwhile Candor Gurgaon Two Developers & Projects Private Limited (amalgamated with Candor Kolkata One Hi-tech Structures Private Limited with effect from 8 January 2019) ('Candor Gurgaon 2') had given certain inter corporate deposits for which the balance as at 31 March 2015 was Rs. 2,391.59 million. The agreement with the said parties have expired and the amount is due for the repayment by them on demand. Due to uncertainty on collection of these balances, the management has created the provision against the same in the earlier years and also commenced the litigation proceedings for recovery of these balances in the earlier years. During the year ended 31 March 2018, as a result of the litigation proceedings, the arbitrator has awarded Candor Gurgaon 2 Rs. 1,712.72 million. Out of the amount awarded, Candor Gurgaon 2 has received Rs. 43.40 million during the year ended 31 March 2018 and accordingly provision has been written back. Further, for the remaining balance of Rs. 678.87 million the litigation proceedings were dismissed against Candor Gurgaon 2. As at 31 March 2019, the matter was pending with the Calcutta High Court".

(ii). "We draw attention to note 46 to the Special Purpose Condensed Combined Financial Statements which describes in detail about the effects of withdrawal of legal proceedings and execution of settlement agreement between SPPL Noida and Canara Bank Limited in relation to fixed deposit amounting to Rs. 224.22 million, wherein, SPPL Noida based on a legal opinion has relinquished all its rights toward the fixed deposits".

(iii). "We draw attention to Note 47 to the Special Purpose Condensed Combined Financial Statements in respect to arrangement between HGP Community Private Limited and Festus and their respective shareholders and creditors under section 100 to 104 of the Companies Act, 1956 along with section 52 of the Companies Act, 2013 and section 391 to 394 of the Companies Act, 1956 read with the Companies (Court) Rules, 1959 sanctioned by the Hon'ble National Company Law Tribunal. The Scheme, provides for demerger of business of owning and operating of IT/ITeS Special Economic zone in Powai of HGP Community Private Limited (Demerged Company) and vesting thereof into Festus (Resulting Company) at book value as of and with effect from 1 January 2017 (the Appointed Date). This matter is also a subject matter of emphasis paragraph in the report of auditor of Festus Properties Private Limited".

Other Matters reported in other auditors report dated 16 January 2021:

1. "We did not audit the Special Purpose Condensed Financial Statements of Festus, whose financial statements reflect total assets of Rs. 19,550.51 million as at 31 March 2019 (31 March 2018: Rs. 19,634.03 million), total revenues of Rs. 1,566.69 million (31 March 2018: Rs. 1,512.15 million) and net cash inflows/ (outflows) amounting to Rs. (271.85 million) (31 March 2018: Rs. 81.32 million) for the years then ended, as considered in the Special Purpose Condensed Combined Financial Statements. The Special Purpose Condensed Combined Financial Statements also include Festus total return at fair value of Rs. 682.14 million for the year ended 31 March 2019 as considered in Special Purpose Condensed Combined Financial Statements whose financial statements have not been audited by us. These Special Purpose Condensed Financial Statements have been audited by other auditors whose reports have been furnished to us by the Management and our opinion on the Special Purpose Condensed Combined Financial Statements, in so far as it relates to the amounts and disclosures included in respect of Festus

as at and for the years ended 31 March 2019 and 31 March 2018, are based solely on the audit reports of the other auditors".

2. "Without modifying our opinion, we draw attention to note 2.1 to the Special Purpose Condensed Combined Financial Statements which describes the basis of preparation of the Special Purpose Condensed Combined Financial Statements. The Special Purpose Condensed Combined Financial Statements have been prepared by the Manager to meet the requirements of the Real Estate Investment Trusts (REIT) Regulations, 2014, as amended, read along with SEBI circular number CIR/IMD/DF/141/2016 dated 26 December 2016 and the circulars issued thereunder and for inclusion in the Offer Document and Final Offer Document prepared by the Manager in connection with the proposed Initial Public Offering of units of the Trust. As a result, the Special Purpose Condensed Combined Financial Statements may not be suitable for any other purpose".

Report on Other Legal and Regulatory Requirements

As required by the REIT Regulations, based on our audit and on the consideration of report of other auditors on Special Purpose Condensed Combined Financial Statements mentioned in "Other Matters" paragraph above, we report that:

a) We have sought and except for the matter described in the Basis for Qualified Opinion section above, obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;

b) The Condensed Combined Balance Sheets, Condensed Combined Statements of Profit and Loss (including Other Comprehensive Income), Condensed Combined Cash Flow Statements and Condensed Combined Statements of Changes in Equity, dealt with by this Report are in agreement with the books of account maintained for the purpose of preparation of the Special Purpose Condensed Combined Financial Statements;

c) In our opinion, except for the matter described in the Basis for Qualified Opinion section above, the aforesaid Special Purpose Condensed Combined Financial Statements comply with the basis of preparation as stated in Note 2.1 to the Special Purpose Condensed Combined Financial Statements; and

d) In our opinion and to the best of our information and according to the explanations given to us, except for the matter described in the Basis for Qualified Opinion section above, the Special Purpose Condensed Combined Financial Statements give the disclosures, in accordance with the REIT Regulations, in respect of the Statement of Net Assets at Fair value as at 30 September, 2020 and the Statement of Total Returns at fair value for the six months ended 30 September 2020 and for the year ended 31 March, 2020.

For **DELOITTE HASKINS & SELLS**
Chartered Accountants
(Firm's Reg. No. 015125N)

Anand Subramanian
Partner
(Membership No. 110815)
(UDIN 21110815AAAAAF8357)

Location: Bengaluru

Date: 16 January 2021

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)

Condensed Combined Balance Sheets

Particulars	Note	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
ASSETS					
Non-Current assets					
Property, plant and equipment	3	116.86	105.10	92.46	89.01
Investment property	4	44,327.53	44,544.70	42,029.68	36,824.91
Investment property under development	4	602.87	519.79	1,938.74	4,358.37
Intangible assets	3	0.57	0.84	1.38	2.06
Financial assets					
-Loans	5	486.97	486.53	420.04	165.62
-Other financial assets	6	1,735.72	2,050.41	2,093.90	810.30
Deferred tax assets (net)	7	28.05	25.33	21.82	24.66
Non-current tax assets (net)	8	1,863.60	1,711.88	1,353.57	1,053.74
Other non-current assets	9	52.48	62.50	148.42	223.26
Total non-current assets		**49,214.65**	**49,507.08**	**48,100.01**	**43,551.93**
Current assets					
Financial assets					
-Trade receivables	10	285.43	449.02	564.92	318.40
-Cash and cash equivalents	11	1,011.28	3,265.42	1,325.51	1,090.31
-Other bank balances	12	32.67	0.52	32.00	158.67
-Loans	13	0.02	0.02	0.02	3,054.62
-Other financial assets	14	454.39	365.93	320.02	571.12
Other current assets	15	368.71	192.51	94.49	187.92
Total current assets		**2,152.50**	**4,273.42**	**2,336.96**	**5,381.04**
TOTAL ASSETS		**51,367.15**	**53,780.50**	**50,436.97**	**48,932.97**
EQUITY AND LIABILITIES					
Equity					
Capital	16	652.04	652.04	552.04	152.04
Other equity	17	(25,439.82)	(22,849.17)	(25,517.78)	(26,341.07)
Total equity		**(24,787.78)**	**(22,197.13)**	**(24,965.74)**	**(26,189.03)**
LIABILITIES					
Non current liabilities					
Financial liabilities					
-Borrowings	18	68,455.45	66,688.48	61,971.52	33,458.03
-Other financial liabilities (including lease liabilities)	19	1,547.48	1,413.12	1,090.15	929.75
Long term provisions	20	10.34	13.21	6.73	9.90
Deferred tax liabilities (net)	21	629.58	638.70	770.34	294.92
Other non-current liabilities	22	269.71	211.67	249.12	277.37
Total non-current liabilities		**70,912.56**	**68,965.18**	**64,087.86**	**34,969.97**

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)

Condensed Combined Balance Sheets

Particulars	Note	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Current liabilities					
Financial liabilities					
-Borrowings	23	-	1,741.42	2,621.68	-
-Trade payables	24				
Total outstanding dues to micro enterprises and small enterprises		3.10	5.42	5.89	-
Total outstanding dues to creditors other than micro enterprises and small enterprises		591.78	618.41	554.95	698.09
-Contractual liability	47	-	-	-	30,500.00
-Other financial liabilities (including lease liabilities)	25	4,108.88	4,091.42	7,794.24	8,622.29
Short term provisions	26	4.26	4.63	2.20	1.98
Other current liabilities	27	534.35	548.22	327.86	325.48
Current tax liabilities (net)	28	-	2.93	8.03	4.19
Total current liabilities		**5,242.37**	**7,012.45**	**11,314.85**	**40,152.03**
Total liabilities		**76,154.93**	**75,977.63**	**75,402.71**	**75,122.00**
TOTAL EQUITY AND LIABILITIES		**51,367.15**	**53,780.50**	**50,436.97**	**48,932.97**

Significant accounting policies 2

The accompanying notes from 1 to 53 form an integral part of these condensed combined financial statements.

As per our report of even date attached

For **DELOITTE HASKINS & SELLS**

Chartered Accountants
Firm Registration No.: 015125N

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Anand Subramanian
Partner
Membership No: 110815

Place: Bengaluru
Date: 16 January 2021

Ankur Gupta
Director
DIN No. 08687570

Place: Mumbai
Date: 16 January 2021

Anuj Ranjan
Director
DIN No. 02566449

Place: Dubai
Date: 16 January 2021

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)

Condensed Combined Statement of Profit and Loss

Particulars	**Note**	**For the six months ended 30 September 2020**	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Income					
Revenue from operations	29	4,551.43	9,567.06	8,959.16	8,218.46
Other income	30	123.23	246.89	339.14	444.05
Total income		**4,674.66**	**9,813.95**	**9,298.30**	**8,662.51**
Expenses					
Cost of material consumed	31	5.31	52.22	49.48	52.27
Employee benefits expenses	32	152.50	250.98	141.12	275.87
Finance costs	33	3,484.60	7,141.32	4,403.59	3,287.17
Depreciation and amortization expenses	34	606.29	1,122.61	957.11	903.01
Other expenses	35	1,164.01	3,327.52	3,205.95	2,452.46
Total expenses		**5,412.71**	**11,894.65**	**8,757.25**	**6,970.78**
Profit/(Loss) before exceptional items and tax		**(738.05)**	**(2,080.70)**	**541.05**	**1,691.73**
Exceptional items	36	-	2,495.01	-	43.40
Profit/(Loss) before tax		**(738.05)**	**414.31**	**541.05**	**1,735.13**
Tax expense:	37				
Current tax					
-for current six months/years		13.13	80.11	479.26	508.03
-for earlier years		-	239.17	(21.14)	36.20
Deferred tax charge/ (credit)		(11.96)	(56.19)	240.38	(419.94)
Tax expense for the six months/year		**1.17**	**263.09**	**698.50**	**124.29**
Profit/(Loss) for the six months/year		**(739.22)**	**151.22**	**(157.45)**	**1,610.84**
Other comprehensive income					
Items that will not be reclassified to profit or loss					
- Remeasurement of defined benefit obligations		0.58	0.38	1.25	0.81
- Income tax related to items that will not be reclassified to profit or loss		(0.09)	(0.11)	(0.36)	(0.24)
Other comprehensive income for the six months/year, net of tax		**0.49**	**0.27**	**0.89**	**0.57**
Total comprehensive income/(loss) for the six months/year		**(738.73)**	**151.49**	**(156.56)**	**1,611.41**
Earnings per unit	43				
Significant accounting policies	2				

The accompanying notes from 1 to 53 form an integral part of these condensed combined financial statements.

As per our report of even date attached

For **DELOITTE HASKINS & SELLS**

Chartered Accountants
Firm Registration No.: 015125N

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Anand Subramanian
Partner
Membership No: 110815

Place: Bengaluru
Date: 16 January 2021

Ankur Gupta
Director
DIN No. 08687570

Place: Mumbai
Date: 16 January 2021

Anuj Ranjan
Director
DIN No. 02566449

Place: Dubai
Date: 16 January 2021

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees Millions unless otherwise stated)

Condensed Combined statement of cash flows

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Cash flows from operating activities :				
Profit/(Loss) before tax	(738.05)	414.31	541.05	1,735.13
Adjustments for :				
Depreciation and amortization expense	606.29	1,122.61	957.11	903.01
Provision for gratuity	2.85	6.99	4.00	5.23
Provision for leave encashment	1.44	2.31	0.31	1.13
Allowance for credit loss	-	42.19	18.35	-
(Gain) / Loss on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss	(43.20)	(99.40)	47.00	-
Interest income on fixed deposit	(48.99)	(106.52)	(28.03)	(42.75)
Interest on income tax refund	(9.30)	(4.32)	(27.08)	(26.13)
Deferred Income amortization	(98.55)	(139.92)	(143.22)	(120.05)
Interest income on inter corporate deposits	-	-	(230.36)	(303.98)
Advances written off	-	11.49	77.29	0.99
Credit impaired	0.53	4.09	2.79	8.69
Property, plant and equipment written off	0.97	-	0.14	-
Unrealized exchange loss	0.68	0.08	0.73	0.21
Deposits/Assets written off	-	-	160.63	-
Finance cost	3,484.60	7,141.32	4,403.59	3,287.17
Liabilities/provisions no longer required written back	(6.11)	(4.29)	(44.18)	(55.20)
Exceptional item - Interest income on inter corporate deposits	-	(825.69)	-	-
Exceptional item - Loss allowance on doubtful advances written back	-	(1,669.32)	-	(43.40)
Interest income others	(8.86)	(14.82)	-	(0.78)
Operating cash flow before working capital changes	**3,144.30**	**5,881.11**	**5,740.12**	**5,349.27**
Adjustments :				
Decrease/ (Increase) in other current and non current assets	56.16	(76.92)	(23.03)	(94.97)
(Increase)/ Decrease in current and non-current financial assets - loans	(0.43)	(65.64)	(254.43)	22.48
Decrease/ (Increase) in current and non current financial assets -other	47.68	56.71	185.82	(171.46)
Decrease/ (Increase) in current financial assets- trade receivables	163.06	69.62	(266.34)	(40.19)
(Decrease) /Increase in current financial liabilities - trade payables	(42.50)	(68.92)	(119.27)	139.31
(Decrease)/ Increase in current and non current financial liabilities - others	(103.37)	90.27	318.00	241.95
Increase/ (Decrease) in other current and non current liabilities	62.23	193.53	117.87	(618.41)
Cash flows generated from operating activities	**3,327.13**	**6,079.76**	**5,698.74**	**4,827.98**
Income taxes paid (net of refund)	(158.43)	(757.63)	(622.88)	(679.35)
Net cash flows generated from operating activities (A)	**3,168.70**	**5,322.13**	**5,075.86**	**4,148.63**
Cash flow from investing activities :				
Expenditure incurred on investment property	(410.80)	(1,678.20)	(3,184.66)	(1,042.63)
Investment in equity instruments*	-	-	(20,400.00)	-
Purchase of property, plant and equipment	(22.74)	(29.66)	(20.06)	(24.84)
Fixed deposits matured**	445.07	1,596.46	109.55	226.97
Fixed deposits made**	(261.26)	(1,525.32)	(348.31)	(210.91)
Interest received on fixed deposits	54.77	107.15	23.61	44.47
Inter corporate deposits given	-	-	(80.00)	(270.00)
Inter corporate deposits received back	-	1,500.00	2,790.55	264.87
Interest received -others	8.86	14.82	-	0.78
Interest received on inter corporate deposits	-	995.01	574.42	389.26
Net cash flow generated from / (used in) investing activities (B)	**(186.10)**	**980.26**	**(20,534.90)**	**(622.03)**
Cash flow from financing activities :* **				
Finance costs paid	(3,982.54)	(6,223.91)	(4,376.27)	(3,490.63)
Proceeds from inter corporate deposits	-	868.60	825.34	-
Proceeds from long-term borrowings	23,080.00	6,422.17	16,116.39	4,804.10
Repayment of Lease liabilities	(11.02)	(11.02)	(11.86)	(14.43)
Proceeds from non convertible bonds	256.00	-	21,000.00	-
Repayment of non convertible bonds	(21,000.00)	-	-	-
Repayment of long-term borrowing	(123.32)	(7,378.32)	(19,659.36)	(2,673.65)
Proceeds from short-term borrowings	-	-	3,010.00	1,750.00
Repayment of short-term borrowing	-	(1,800.00)	(1,210.00)	(1,750.00)
Payment for dividend	(1,851.92)	-	-	(2,929.32)
Repayment of inter corporate deposits	(1,603.94)	(90.00)	-	(18.47)
Payment for dividend distribution tax	-	-	-	(172.22)
Proceeds from issue of equity shares	-	250.00	-	-
Proceeds from issue of compulsory convertible debentures	-	3,600.00	-	-
Net cash flow (used in) / generated from financing activities (C)	**(5,236.74)**	**(4,362.48)**	**15,694.24**	**(4,494.62)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**(2,254.14)**	**1,939.91**	**235.20**	**(968.02)**
Cash and cash equivalents at the beginning of the six months/ year (refer note 11)				
Bank balance				
-in current account	229.12	266.73	630.29	621.56
-in deposit account	3,036.30	1,033.29	460.00	1,436.75
-Cheques, drafts on hand	-	25.48	-	-
Cash in hand	-	0.01	0.02	0.02
	3,265.42	**1,325.51**	**1,090.31**	**2,058.33**
Cash and cash equivalents at the end of the six months/ year (refer note 11)	**1,011.28**	**3,265.42**	**1,325.51**	**1,090.31**

(All amounts are in Rupees Millions unless otherwise stated)

Condensed Combined statement of cash flows

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Components of cash and cash equivalents at the end of the six months/ year				
Balances with banks				
- in current account	191.78	229.12	266.73	630.29
- in deposit account	819.50	3,036.30	1,033.29	460.00
-Cheques, drafts on hand	-	-	25.48	-
Cash in hand	-	-	0.01	0.02
	1,011.28	**3,265.42**	**1,325.51**	**1,090.31**

* Investment made by Candor Kolkata One Hi-Tech Structures Private Limited in equity shares of erstwhile Candor Gurgaon Two Developers & Projects Private Limited (refer note # 47); the same has been eliminated in combined financial statements.

** Represents fixed deposits with original maturity of more than 3 months.

*** Refer note 51 for changes in liabilities arising from financing activities.

1. The cash flow statement has been prepared in accordance with "Indirect Method" as set out in Indian Accounting Standard -7 : "Statement on Cash Flows".

Significant accounting policies (refer note 2)
The accompanying notes from 1 to 53 form an integral part of these condensed combined financial statements.

As per our report of even date attached

For **DELOITTE HASKINS & SELLS**

Chartered Accountants
Firm Registration No.: 015125N

Anand Subramanian
Partner
Membership No: 110815

Place: Bengaluru
Date: 16 January 2021

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Ankur Gupta
Director
DIN No. 08687570

Place: Mumbai
Date: 16 January 2021

Anuj Ranjan
Director
DIN No. 02566449

Place: Dubai
Date: 16 January 2021

(All amounts are in Rupees million unless otherwise stated)

Condensed Combined Statement of changes in equity

	For the six months/year ended			
	30 September 2020	**31 March 2020**	**31 March 2019**	**31 March 2018**
(a) Capital				
Balance at the beginning of the reporting six months/year	**652.04**	**552.04**	**152.04**	**152.04**
Share issued during the year of Festus Properties Private Limited (refer note 16 and note 49)	-	100.00	400.00	-
Share issued during the six months of Candor Kolkata One Hi-Tech Structures Private Limited (refer note 47)	0.00	-	-	-
Balance at the end of the reporting six months/year	**652.04**	**652.04**	**552.04**	**152.04**

(b) Other equity

Particulars	**Equity component of compound financial instruments #**	**Reserves and surplus**						**Total attributable to equity shareholders**	**Share Pending Issuance@@**	**Total**
		Amalgamation adjustments account ##	**Retained earnings / (accumulated deficit)**	**Securities premium ***	**Capital redemption reserve****	**Debenture Redemption Reserve *****	**Capital Reserve *******			
Balance at 1 April 2017	**458.64**	**(30,499.42)**	**2,514.71**	**1,620.65**	**0.10**	**-**	**654.38**	**(25,250.94)**	**400.00**	**(24,850.94)**
Adjustment of Deficit on Amalgamation adjustment account with reserves of transferee company ##	-	1,468.78	(1,468.78)	-	-	-	-	-	-	-
Profit for the year	-	-	1,610.84	-	-	-	-	1,610.84	-	1,610.84
Other comprehensive income for the year	-	-	0.57	-	-	-	-	0.57	-	0.57
Total comprehensive income for the year	**-**	**-**	**1,611.41**	**-**	**-**	**-**	**-**	**1,611.41**	**-**	**1,611.41**
Dividend declared & Paid during the year	-	-	(2,929.32)	-	-	-	-	(2,929.32)	-	(2,929.32)
Dividend distribution tax (net of dividend distribution tax credit) @	-	-	(172.22)	-	-	-	-	(172.22)	-	(172.22)
Balance at 31 March 2018	**458.64**	**(29,030.64)**	**(444.20)**	**1,620.65**	**0.10**	**-**	**654.38**	**(26,741.07)**	**400.00**	**(26,341.07)**
Loss for the year	-	-	(157.45)	-	-	-	-	(157.45)	-	(157.45)
Other comprehensive income for the year	-	-	0.89	-	-	-	-	0.89	-	0.89
Total comprehensive loss for the year	**-**	**-**	**(156.56)**	**-**	**-**	**-**	**-**	**(156.56)**	**-**	**(156.56)**
Adjustment of surplus on fair value of Compulsorily Convertible Debentures (net of tax)	-	-	-	-	-	-	1,379.85	1,379.85	-	1,379.85
Debenture redemption reserve	-	-	(243.00)	-	-	243.00	-	-	-	-
Share issued during the year	-	-	-	-	-	-	-	-	(400.00)	(400.00)
Balance at 31 March 2019	**458.64**	**(29,030.64)**	**(843.76)**	**1,620.65**	**0.10**	**243.00**	**2,034.23**	**(25,517.78)**	**0.00**	**(25,517.78)**
Equity component of compound financial instrument issued	2,367.12	-	-	-	-	-	-	2,367.12	-	2,367.12
Addition during the year (refer note 16)	-	-	-	150.00	-	-	-	150.00	-	150.00
Profit for the year	-	-	151.22	-	-	-	-	151.22	-	151.22
Other comprehensive income for the year	-	-	0.27	-	-	-	-	0.27	-	0.27
Total comprehensive income for the year	**-**	**-**	**151.49**	**-**	**-**	**-**	**-**	**151.49**	**-**	**151.49**
Balance at 31 March 2020	**2,825.76**	**(29,030.64)**	**(692.27)**	**1,770.65**	**0.10**	**243.00**	**2,034.23**	**(22,849.17)**	**0.00**	**(22,849.17)**
Dividend declared & Paid during the six months^			(1,851.92)					(1,851.92)		(1,851.92)
Share issued during the six months								-	**(0.00)**	(0.00)
Debenture redemption reserve			243.00			(243.00)		-		-
Loss for the six months			(739.22)					(739.22)		(739.22)
Other comprehensive income for the six months			0.49					0.49		0.49
Total comprehensive loss for the six months			**(738.73)**					**(738.73)**		**(738.73)**
Balance at 30 September 2020	**2,825.76**	**(29,030.64)**	**(3,039.92)**	**1,770.65**	**0.10**	**-**	**2,034.23**	**(25,439.82)**	**-**	**(25,439.82)**

@@ Represent equity shares to be issued pursuant to amalgamation (refer 47 & 49).
# It represents the equity component related to the convertible debentures.
It represents excess of consideration over carrying value of net assets (including reserves) in case of amalgamation. The amount is adjusted to the extent of reserves available with the transferee company as at 1 April 2017 (refer note 2 & 47).
*Securities premium is used to record the premium received on issue of shares. It is utilised in accordance with the provisions of the Companies Act, 2013.
**It represents the face value of the equity capital bought back from the shareholders under buy back scheme.
***Debenture redemption reserve created on non convertible bonds issued during 2018-19 to the extent the company have profits available for payment of dividend (refer note 18). The same got transferred to retained earnings during the six months ended 30 September 2020 as the underlying non convertible bonds repaid.
**** Capital Reserve has created on account of demerger of Festus Properties Private Limited amounting to Rs. 654.38 million (refer note 49) and on fair valuation of compulsorily convertible debentures issued by Candor Kolkata One Hi-Tech Structures Private Limited amounting to Rs.1,379.85 million (net of deferred tax).
@ Dividend distribution tax is net of dividend distribution tax credit availed by the Brookfield India REIT - Portfolio Companies.
^During the six months ended 30 September 2020, Candor Kolkata and CIOP declared and paid interim dividend of Rs. 26,006 per equity share and Rs. 33,000 per equity share aggregating to Rs. 1,521.92 million and Rs. 330.00 million respectively.

Significant accounting policies (refer note 2)

The accompanying notes from 1 to 53 form an integral part of these condensed combined financial statements.

As per our report of even date attached

For **DELOITTE HASKINS & SELLS**
Chartered Accountants
Firm Registration No.: 015125N

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Anand Subramanian
Partner
Membership No: 110815

Place: Bengaluru
Date: 16 January 2021

Ankur Gupta
Director
DIN No. 08687570

Place: Mumbai
Date: 16 January 2021

Anuj Ranjan
Director
DIN No. 02566449

Place: Dubai
Date: 16 January 2021

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)

Statement of Net Assets at Fair Value as on 30 September 2020

S.No	Particulars	Book Value	Fair value	
A	**Total Assets**			
	Derivative relating to share conversion feature in 12% CCD	1,151.70	1,151.70	(refer note 1)
	Other Assets	50,215.45	1,19,359.05	
	Total Assets (A)	**51,367.15**	**1,20,510.75**	(refer note 3 below)
B	**Total Liabilities**			
	Liability component of compound financial instrument	(2,121.65)	(2,452.25)	(refer note 52)
	12% Compulsorily Convertible Debentures	(10,894.17)	(8,540.81)	(refer note 1)
	Other Liablilities	(63,139.11)	(63,129.41)	
	Total Liabilities (B)	**(76,154.93)**	**(74,122.47)**	
C	**Net Assets (A-B)**	**(24,787.78)**	**46,388.28**	
D	No. of units	Refer Note 1		
E	**NAV per unit (C/D)**			

Measurement of fair values

The fair value of investment properties and investment property under development has been determined by independent external property valuers, having appropriately recognised professional qualifications and recent experience in the location and category of the properties being valued. The summary valuation report of the independent valuer, dated 13 January 2021 is included in the offering document in section 'Summary Valuation Report'.

Valuation technique
The fair value measurement of the investment properties and investment property under development has been categorized as a Level 3 fair value based on the inputs to the valuation technique used.
The valuers have followed a Discounted Cash Flow method. The discounted cash flow method considers the present value of net cash flows to be generated from the respective properties, taking into account the expected rental growth rate, vacancy period, occupancy rate, average sq. ft. rent and lease incentive costs. The expected net cash flows are discounted using the risk adjusted discount rates. Among other factors, the discount rate estimation considers the quality of a building and its location (prime vs secondary), tenant credit quality, lease terms and investors expected return.

For fair valuation of financial assets and financial liabilities refer note # 40.

Notes
1. The number of units that Brookfield India REIT will issue to investors in the proposed Initial Public Offer is not presently ascertainable. Hence the disclosures in respect of Net Asset Value (NAV) per unit have not been given.

2. Candor Kolkata has plans to de-notify a portion of its SEZ into non SEZ. The denotification will be taken up prior to the construction commencement and is procedural in nature. Hence, the fair valuation of such SEZ portion has been computed by the valuers assuming non IT use.

3. Project wise break up of Fair value of Assets as at 30 September 2020 is as follows:

Entity and Property name	Fair value of Investment Property and Investment property under development	Other assets at book value	Total assets
Candor Kolkata One Hi-Tech Structures Private Limited	68,964.00	3,769.20	72,733.20
Shantiniketan Properties Private Limited	19,736.00	478.54	20,214.54
Festus Properties Private Limited	25,374.00	1,821.83	27,195.83
Candor India Office Parks Private Limited	-	367.18	367.18
	1,14,074.00	**6,436.75**	**1,20,510.75**

a. Fair values of assets as disclosed above are the fair values of the total assets of all SPVs as included in the Condensed Combined Financial Statements.
b. Fair values of investment property and investment property under development as at 30 September 2020 as disclosed above are solely based on the fair valuation report of the independent valuer appointed under the REIT Regulations.

Significant accounting policies (refer note 2)

The accompanying notes from 1 to 53 form an integral part of these condensed combined financial statements.

As per our report of even date attached

For DELOITTE HASKINS & SELLS

Chartered Accountants
Firm Registration No.: 015125N

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Anand Subramanian
Partner
Membership No: 110815

Place: Bengaluru
Date: 16 January 2021

Ankur Gupta
Director
DIN No. 08687570

Place: Mumbai
Date: 16 January 2021

Anuj Ranjan
Director
DIN No. 02566449

Place: Dubai
Date: 16 January 2021

(All amounts are in Rupees millions unless otherwise stated)

Statement of Total Return at Fair Value

S.No	Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020
A	Total comprehensive Income	(738.73)	151.49
B	Add/(Less) : Changes in fair value not recognized		
	-Investment Property	3,236.09	15,018.93
	-Borrowings	910.95	1,121.51
C (A+B)	**Total Return**	**3,408.31**	**16,291.93**

In the above statement, changes in fair value for the six months ended 30 September 2020 and year ended 31 March 2020 has been computed based on the difference in fair values of investment properties and investment property under development as at 30 September 2020, 31 March 2020 and 31 March 2019 after adjusting change in book value of investment properties and investment property under development. The fair values of the aforementioned assets as at 30 September 2020, 31 March 2020 and 31 March 2019 are solely based on the valuation report of the independent valuer appointed under the REIT Regulations.

Significant accounting policies (refer note 2)

The accompanying notes from 1 to 53 form an integral part of these condensed combined financial statements.

As per our report of even date attached

For **DELOITTE HASKINS & SELLS**

Chartered Accountants
Firm Registration No.: 015125N

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

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Date: 16 January 2021

Anuj Ranjan
Director
DIN No. 02566449

Place: Dubai
Date: 16 January 2021

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)

1 Organization structure

The special purpose condensed combined financial statements (‘Condensed Combined Financial Statements’) comprise of the financial statements of Brookfield India Real Estate Investment Trust (Brookfield India REIT) and financial statements of Shantiniketan Properties Private Limited ('SPPL Noida'), Candor Kolkata One Hi-Tech Structures Private Limited ('Candor Kolkata'), Festus Properties Private Limited ('Festus') and Candor India Office Parks Private Limited ('CIOP') (individually referred to as ‘Special Purpose Vehicle’ or ‘SPV’ and together referred to as ‘Brookfield India REIT - Portfolio Companies'). The SPVs are companies domiciled in India.

Festus Properties Private Limited was acquired by Kairos Property Managers Pvt. Ltd. (a company ultimately controlled by Brookfield Asset Management Inc., Canada), on 27 May 2019. In reference to para G 1.2 and G 1.4 (iv) of Annexure A to the SEBI circular CIR/IMD/DF/141/2016 dated 26 December 2016 in relation to preparation of the Condensed Combined Financial Statements, the financial information relating to Festus has been included in the Condensed Combined Financial Statements for all three years and stub period for inclusion in the Offer Document (‘OD’) and Final Offer Document ('FOD') prepared by Brookprop Management Services Private Limited (the ‘Manager’) in connection with the initial offering of units of Brookfield India REIT.

The brief activities and shareholding pattern of the SPVs are provided below:

Name of SPV	Activities	Shareholding pattern as at 30 September 2020 (in percentage)
SPPL Noida	Developing and leasing of commercial real estate property in India, primarily in IT/ITeS sector in Sector 62, Noida, Uttar Pradesh.	BSREP India Office Holdings Pte. Ltd.: 100% BSREP Moon C1 L.P.: 0.00% (10 Shares)
Candor Kolkata	Developing and leasing of commercial real estate property in India, primarily in IT/ITeS Special Economic Zone (SEZ) in New Town, Rajarhat, Kolkata and Sector 21, Dundahera Gurugram	BSREP India Office Holdings V Pte. Ltd.: 99.97% BSREP India Office Holdings Pte. Ltd.: 0.03%
CIOP	Providing management related service including facilities management service and property management services.	BSREP Moon C1 L.P.: 99.99% BSREP Moon C2 L.P. : 0.01%
Festus	Developing and leasing of commercial real estate property in India, primarily in IT/ITeS Special Economic Zone (SEZ) in Powai, Mumbai.	Kairos Property Managers Pvt. Ltd.:100% BSREP II India Office Holdings II Pte. Ltd.:0.00% (1 Share)

Brookprop Management Services Private Limited (the ‘Settlor') has set up the Brookfield India Real Estate Trust as an irrevocable trust, pursuant to the Trust Deed, under the provisions of the Indian Trusts Act, 1882 and the Trust has been registered with SEBI as a Real Estate Investment Trust on 14 September 2020 under Regulation 6 of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014. The Trustee to Brookfield India Real Estate Trust is Axis Trustee Services Limited (the ‘Trustee’) and the Manager for Brookfield India Real Estate Trust is Brookprop Management Services Private Limited (the ‘Manager’).

Under the share acquisition agreements executed between Brookfield India REIT, Manager, underlying SPVs and their respective shareholders and debenture holders on 01 December 2020, Brookfield India REIT shall acquire 100% of the fully paid-up equity shares and convertible securities, if any, of Candor Kolkata, SPPL Noida, Festus and CIOP from their respective holders who shall be issued and allotted units of Brookfield India REIT, subject to the terms and conditions set out in these agreements.

All the above SPV’s have been combined as a part of the Brookfield India REIT - Portfolio Companies’s Condensed Combined Financial Statements on a line by line basis and after giving effect to the impact of merger orders.

2. Basis of preparation and significant accounting policies

2.1 Basis of preparation of condensed combined financial statements

The Condensed Combined Financial Statements of Brookfield India REIT – Portfolio Companies comprises the Condensed Combined Balance Sheets as at 30 September 2020, 31 March 2020, 31 March 2019 and 31 March 2018; the Condensed Combined Statement of Profit and Loss, the Condensed Combined Statement of Cash Flow, the Condensed Combined Statement of Changes in Equity for the six months ended 30 September 2020 and years ended 31 March 2020, 31 March 2019 and 31 March 2018 and a summary of significant accounting policies and other explanatory information. Additionally, it includes the Statement of Net Assets at Fair Value as on 30 September 2020, the Statement of Total Returns at Fair Value for the six months ended 30 September 2020 and year ended 31 March 2020 and other additional financial disclosures as required under the SEBI (Real Estate Investment Trusts) Regulations, 2014. The Condensed Combined Financial Statements were authorized for issue in accordance with resolutions passed by the REIT Offer Committee, on behalf of the Board of Directors of the Manager on 16 January 2021. The Condensed Combined Financial Statements have been prepared in accordance with the Guidance note on Reports in Company Prospectuses (Revised 2019), and the Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of Chartered Accountants of India ("ICAI") (the "Guidance Notes") using the recognition and measurement principles of Indian Accounting Standards as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of the Companies Act, 2013 ('Ind AS'), as specified under the SEBI (Real Estate Investment Trusts) Regulations, 2014 ("REIT Regulations"), as amended from time to time and the SEBI circular number CIR/IMD/DF/141/2016 dated 26 December 2016 ("SEBI Circular"). These Condensed Combined Financial Statements do not include all the information and disclosures that would otherwise be required in a full set of financial statements.

The Condensed Combined Financial Statements are special purpose financial statements and have been prepared by the Manager to meet the requirements of the REIT Regulations and for inclusion in the Offer Document ('OD') and Final Offer Document ('FOD') prepared by the Manager in connection with the initial offering of units of Brookfield India REIT. As a result, the Condensed Combined Financial Statements may not be suitable for any other purpose.

In accordance with the requirements of the REIT Regulations, since Brookfield India REIT is newly set up on 14 September, 2020 and has been in existence for a period lesser than three completed financial years, the Condensed Combined Financial Statements are prepared based on an assumption that all the assets and SPV's were part of Brookfield India REIT for such period when Brookfield India REIT was not in existence. However, the Condensed Combined Financial Statements may not be representative of the position which may prevail after the SPVs are transferred to Brookfield India REIT.

The Condensed Combined Financial Statements are presented in Indian Rupees in Millions, except when otherwise indicated.

Transition to Ind-AS

In preparing these Condensed Combined Financial Statements, Brookfield India REIT – Portfolio Companies opening balance sheet was prepared as at 1 April 2017 ('Transition Date'), Brookfield India REIT – Portfolio Companies assumed date of transition to Ind AS. The adoption of Ind AS was carried out in accordance with Ind AS 101, using 1 April 2017 as the transition date (except Candor Kolkata One Hi Tech Structures Private Limited, who used a transition date of 1 April 2015). Ind AS 101 requires that all Ind AS standards and interpretations that are effective for the first Ind AS financial statements, be applied consistently and retrospectively for all fiscal years presented including Ind AS 115 and Ind AS 116. All applicable Ind AS have been applied consistently and retrospectively wherever required. The resulting difference between the carrying amounts of the assets and liabilities in the Condensed Combined Financial Statements between Ind AS and Indian GAAP as at the transition date have been recognized directly in retained earnings (or, if appropriate, another category of equity).

In preparing its opening Ind AS balance sheet, Brookfield India REIT – Portfolio Companies has applied the following principles for assets, liabilities and equity forming part of the Condensed Combined Financial Statements.

a) Recognize all assets and liabilities whose recognition is required by Ind ASs;
b) Not recognize items as assets or liabilities if Ind ASs do not permit such recognition;
c) Reclassify items that if recognized in accordance with previous GAAP as one type of asset, liability or component of equity, but are a different type of asset, liability or component of equity in accordance with Ind ASs; and
d) Apply Ind ASs in measuring all recognized assets and liabilities.

However, the above principle is subject to the certain exception and certain optional exemptions availed by Brookfield India REIT – Portfolio Companies as detailed below:

A. Optional exemptions availed

Deemed cost

Ind AS 101 permits a first-time adopter to elect to continue with the carrying value for all of its property, plant and equipment and investment property as recognized in the financial statements as at the date of transition to Ind AS, measured as per the previous GAAP and use that as its deemed cost as at the date of transition after making necessary adjustments for de-commissioning liabilities. This exemption can also be used for intangible assets covered by Ind AS 38 Intangible Assets.

Accordingly, Brookfield India REIT – Portfolio Companies has elected to measure all of its property, plant and equipment, intangible assets and investment property at their previous GAAP carrying value.

Compound financial instruments

Under Ind AS 32, entities should split compound financial instruments into separate equity and liability components. Ind AS 101 provides that if the liability component is no longer outstanding at the date of transition, a first-time adopter does not have to separate it from the equity component.

Brookfield India REIT – Portfolio Companies has elected to apply this exemption for such Compound financial instruments arrangements.

Business combinations

As per Ind AS 101, at the date of transition, an entity may elect not to restate business combinations that occurred before the date of transition. If the entity restates any business combinations that occurred before the date of transition, then it restates all later business combinations, and also applies Ind AS 110, Consolidated Financial Statements, from that same date.

Brookfield India REIT – Portfolio Companies has elected not to apply Ind AS 103 Business Combinations retrospectively to past business combinations.

Lease

As permitted by Ind AS 101, Brookfield India REIT – Portfolio Companies has determined whether an arrangement contains a lease based on facts and circumstances existing at the date of transition to Ind-AS.

B. Mandatory exceptions

Estimates

Brookfield India REIT – Portfolio Companies estimates under Ind AS as at Transition Date are consistent with estimates made for the same date under Indian GAAP unless there is objective evidence that those estimates were in error or to reflect any differences in accounting policies. Key estimates considered in preparation of Condensed Combined Financial Statements that were not required under the Indian GAAP are listed below:

- Fair valuation of investment property;
- Fair valuation of financial instruments carried at fair value through profit or loss (FVTPL);
- Impairment of financial assets based on expected credit loss model; and
- Determination of the discounted value for financial instruments carried at amortized cost.

De-recognition of financial assets and liabilities

Ind AS 101 requires a first-time adopter to apply the de-recognition provisions of Ind AS 109 prospectively for transactions occurring on or after the date of transition to Ind AS. However, Ind AS 101 allows a first-time adopter to apply the de-recognition requirements in Ind AS 109 retrospectively from a date of the entity's choosing, provided that the information needed to apply Ind AS 109 to financial assets and financial liabilities derecognized as a result of past transactions was obtained at the time of initially accounting for those transactions.

Brookfield India REIT – Portfolio Companies has elected to apply the de-recognition provisions of Ind AS 109 prospectively from the date of transition to Ind AS.

Classification and measurement of financial assets

Ind AS 101 requires an entity to assess classification and measurement of financial assets on the basis of the facts and circumstances that exist at the date of transition to Ind AS. Accordingly, Brookfield India REIT – Portfolio Companies has determined the classification of financial assets based on the facts and circumstances that exist at the date of transition.

Basis of Combination

The Condensed Combined Financial Statements have been prepared using uniform accounting policies for like transactions and other events in similar circumstances. The financial statements of all the portfolio companies used for the purpose of combination are drawn up to the same reporting date i.e. six months ended on 30 September 2020 and year ended on 31 March 2020, 31 March 2019 and 31 March 2018.

The procedure adopted for preparing Condensed Combined Financial Statements of Brookfield India REIT – Portfolio Companies are stated below:

a) The Condensed Combined Financial Statements have been prepared using the principles of consolidation as per Ind AS 110- Consolidated Financial Statements and the Guidance Note on Combined and Carve-Out Financial Statements, to the extent applicable.
b) The financial statements of all the portfolio companies were combined by combining/adding like items of assets, liabilities, equity, income, expenses and cash flows.
c) The financial statements of all the portfolio companies were combined based on the assumption that all the portfolio companies were part of a single group for the entire period presented pursuant to the SEBI circular.
d) Intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between entities of Brookfield India REIT – Portfolio Companies (profits or losses resulting from intragroup transactions that are recognized in assets, such as Investment property) are eliminated in full;
e) The condensed combined financial statements reflect business combinations accounted for in accordance with Ind AS 103 with effect from 1 April 2017. Refer note 47 for details of the same.
f) The tax expense involves aggregation of the tax expenses actually incurred by the combining businesses in accordance with para 33 of the Guidance Note on Combined and Carve-Out Financial Statements.
g) The figures in the notes to accounts and disclosures have been combined line by line and only transactions and balances between the portfolio companies have been eliminated.

2.2 Significant accounting policies

a) Functional and presentation currency

The Condensed Combined Financial Statements are presented in Indian rupees, which is Brookfield India REIT – Portfolio Companies functional currency and the currency of the primary economic environment in which Brookfield India REIT – Portfolio Companies operates. All financial information presented in Indian rupees has been rounded off to nearest million except unit and per unit data.

b) Basis of measurement

The Condensed Combined Financial Statements have been prepared on historical cost basis except for certain financial instruments measured at fair value at the end of each reporting period as explained in the accounting policies below.

The Condensed Combined Financial Statements have been prepared on a going concern basis.

c) Use of judgments and estimates

The preparation of Condensed Combined Financial Statements in conformity with generally accepted accounting principles in India (Ind AS) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Actual results could differ from those estimates.

Estimated and underlying assumptions are reviewed on a periodic basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

Information about significant areas of estimation uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amounts recognized in the Condensed Combined Financial Statements is included in the following notes:

- (i) determination of useful life and residual values of investment property and property, plant and equipment (Note 2.2 (f) and (g))
- (ii) classification of assets as investment property or as property, plant and equipment (Note 2.2 (f) and (g))
- (iii) determination of recoverable amount / fair value of investment property (Note 2.2 (f), Statement of Net Assets at Fair Value, Statement of Total Return at Fair Value and Note 50)
- (iv) impairment of financial assets, property, plant and equipment and intangible assets (Note 2.2 (h) and (k) and Note 50)
- (v) recognition and measurement of provisions for contingencies and disclosure of contingent liabilities (Note 2.2 (p) and Note 38)
- (vi) determination of lease term (Note 2.2 (m))
- (vii) fair valuation of embedded derivatives (Note 2.2 (e) and Note 40)
- (viii) accounting of compound financial instrument (Note 2.2 (k))
- (ix) recognition / recoverability of deferred tax assets (Note 2.2 (o))

d) Current versus non-current classification

Brookfield India REIT – Portfolio Companies presents assets and liabilities in the Condensed Combined Balance Sheet based on current/ non-current classification:

An asset is classified as current when it satisfies any of the following criteria:

- it is expected to be realized in, or is intended for sale or consumption in, the normal operating cycle.
- it is held primarily for the purpose of being traded;
- it is expected to be realized within 12 months after the reporting date; or
- it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least 12 months after the reporting date.

Brookfield India REIT – Portfolio Companies classifies all other assets as non-current.

A liability is classified as current when it satisfies any of the following criteria:

- it is expected to be settled in normal operating cycle of Brookfield India REIT – Portfolio Companies;
- it is held primarily for the purpose of being traded;
- it is due to be settled within 12 months after the reporting date; or
- the Brookfield India REIT – Portfolio Companies does not have an unconditional right to defer settlement of the liability for at least 12 months after the reporting date. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

Brookfield India REIT – Portfolio Companies classifies all other liabilities as non-current.

Current assets/liabilities include current portion of non-current financial assets/ liabilities respectively. Deferred tax assets and liabilities are classified as non-current assets and liabilities.

e) Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether that price is directly observable or estimated using another valuation technique. In estimating the fair value of an asset or a liability, Brookfield India REIT – Portfolio Companies takes into account the characteristics of the asset or liability and how market participants would take those characteristics into account when pricing the asset or liability at the measurement date.

Inputs to fair value measurement techniques are disaggregated into three hierarchical levels, which are directly based on the degree to which inputs to fair value measurement techniques are observable by market participants:

- Level 1: Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.
- Level 2: Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the asset's or liability's anticipated life.
- Level 3: Inputs are unobservable and reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs in determining the estimate.

Fair value measurements are adopted by Brookfield India REIT – Portfolio Companies to calculate the carrying amounts of various assets and liabilities.

f) Investment properties

Recognition and measurement

Investment property consists of commercial properties which are primarily held to earn rental income and commercial developments that are being constructed or developed for future use as commercial properties. The cost of commercial development properties includes direct development costs, realty taxes and borrowing costs directly attributable to the development. Subsequent to initial recognition, investment property is measured at cost less accumulated depreciation and impairment losses, if any.

Equipment and furnishings physically attached and integral to a building are considered to be part of the investment property.

Subsequent expenditure and disposal

Subsequent expenditure is capitalized to the investment property's carrying amount only when it is probable that future economic benefits associated with the expenditure will flow to the Brookfield India REIT – Portfolio Companies and the cost of the item can be measured reliably. The cost of the assets not ready for its intended use before such date, are disclosed as investment property under development. All other repairs and maintenance costs are expensed when incurred. When part of an investment property is replaced, the carrying amount of the replaced part is derecognized.

Any gain or loss from disposal of an investment property is recognized in Statement of profit and loss.

Depreciation

Investment property are depreciated using the straight-line method over their estimated useful lives. The useful lives of the assets have been determined by management after considering nature of assets, the estimated usage of the assets, the operating conditions of the assets, past history of replacement and maintenance support.

The asset's residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

The useful lives of the investment property are tabulated as below:

Particulars	**Useful Life (Years)**
Buildings	60
Plant and Machinery	4 – 15
Furniture and Fixtures	10 – 12
Electrical fittings	4 – 15
Diesel generator sets	15 – 25
Air conditioners	5 – 15
Office Equipment	5 – 12
Kitchen Equipment	5
Computers	3 – 6
Right of Use (Leasehold Land)	As per lease term

On transition to Ind AS, Brookfield India REIT – Portfolio Companies has elected to continue with the carrying value of all of its investment property recognized as at transition date, measured as per the previous GAAP and use that carrying value as the deemed cost of such investment property.

The fair value of investment property is disclosed in the statement of net assets at fair value. Fair values are determined by an independent valuer who holds a recognized and relevant professional qualification and has recent experience in the location and category of the investment property being valued.

g) Property, plant and equipment and intangible assets

Recognition and measurement

Property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses, if any.

Cost of an item of property, plant and equipment comprises the purchase price, including import duties and other non-refundable purchase taxes and any directly attributable cost of bringing the asset to its working condition for its intended use. Any trade discounts and rebates are deducted in arriving at the purchase price.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items (major components) of property, plant and equipment. Likewise, on initial recognition expenditure to be incurred towards major inspections and overhauls are required to be identified as a separate component and depreciated over the expected period till the next overhaul expenditure.

Subsequent expenditure and disposal

Subsequent expenditure is capitalized to the property, plant and equipment's carrying amount only when it is probable that future economic benefits associated with the expenditure will flow to the Brookfield India REIT – Portfolio Companies and the cost of the item can be measured reliably. All other repairs and maintenance costs are expensed when incurred. When part of a property, plant and equipment is replaced, the carrying amount of the replaced part is derecognized.

Any gain or loss from disposal of a property, plant and equipment is recognized in Statement of profit and loss.

Depreciation

Property, plant and equipment are depreciated using the straight-line method over their estimated useful lives. The useful lives of the assets have been determined by management after considering nature of assets, the estimated usage of the assets, the operating conditions of the assets, past history of replacement and maintenance support.

The asset's residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Depreciation on additions (disposals) is provided on pro-rata basis i.e. from (up to) the date on which asset is ready for use (disposed off).

Leasehold improvements are depreciated over primary period of lease or the useful life of the asset, whichever is lower.

Estimated useful lives of items of property, plant and equipment are tabulated as follows: -

Particulars	**Useful Life (Years)**
Buildings	60
Plant and Machinery	5 – 20
Furniture and Fixtures	5 – 14
Electrical fittings	10
Air conditioners	5 – 15
Office Equipment	4 – 15
Kitchen Equipment	5
Vehicle	8
Computers	3 – 14
Computer Software	5

Intangible assets comprise purchase of software. Intangible assets are carried at cost and amortized over a period of 5 years, which represents the period over which the Brookfield India REIT – Portfolio Companies expects to derive economic benefits from the use of the assets.

The estimated useful life of the intangible assets and the amortization period are reviewed at the end of each reporting period and the amortization period is revised to reflect the changed pattern, if any.
On transition to Ind AS, Brookfield India REIT – Portfolio Companies has elected to continue with the carrying value of all of its property, plant and equipment and intangible assets recognized as at

transition date, measured as per the previous GAAP, and use that carrying value as the deemed cost of such property, plant and equipment and intangible assets.

h) Impairment of non-financial assets

Brookfield India REIT – Portfolio Companies assesses, at each reporting date, whether there is an indication that a non-financial asset other than deferred tax assets may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Brookfield India REIT – Portfolio Companies estimates the asset's recoverable amount. Goodwill is tested annually for impairment.

An impairment loss is recognized in the Combined Statement of Profit and Loss if the carrying amount of an asset or its cash-generating unit (CGU) exceeds its recoverable amount. Impairment loss recognized in respect of a CGU is allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets of the CGU on a pro rata basis. A CGU is the smallest identifiable asset group that generates cash flows that are largely independent from other assets and groups.

Impairment losses are recognized in the Combined Statement of Profit and Loss, unless it reverses previous revaluation credited to equity, in which case it is charged to equity.

Goodwill (if any) arising from a business combination is allocated to CGUs or group of CGUs that are expected to benefit from the synergies of the combination.

An asset's recoverable amount is the higher of an asset's or CGU's fair value less costs of disposal and its value in use. In estimating value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss in respect of goodwill is not subsequently reversed. In respect of other assets, such a reversal is made only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss had been recognized.

i) Foreign currency transactions

Items included in the financial statements of the Brookfield India REIT – Portfolio Companies are measured using the currency of the primary economic environment in which the Brookfield India REIT – Portfolio Companies operates ('the functional currency'). The financial statements are presented in Indian rupee (INR), which is the Brookfield India REIT – Portfolio Companies functional and presentation currency.

Foreign currency transactions in currencies other than the functional currency are translated into the functional currency using the exchange rates at the dates of the transactions. Foreign exchange gains or losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at reporting period end exchange rates are generally recognized in the Statement of profit and loss.

j) Business combinations - common control transactions

Business combinations involving entities that are controlled by the ultimate holding company are accounted for using the pooling of interest method as follows:

i) The assets and liabilities of the combining entities are reflected at their carrying amounts.
ii) No adjustments are made to reflect fair values, or recognize any new assets or liabilities. Adjustments are made only to harmonize accounting policies.
iii) The financial information in the financial statements in respect of prior periods is restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination.
iv) The difference, if any, between the purchase consideration in the form of cash/other assets and the amount of net assets of the transferor is transferred to deficit on consolidation adjustment account. The amount of deficit on consolidation adjustment account is adjusted to the extent of reserves available with the transferee Company.

k) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

(i) Financial Assets - Recognition

All financial assets are recognized initially at fair value (except for trade receivables which are initially measured at transaction price) plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset.

Classification and subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

• Debt instruments at amortized cost

A 'debt instrument' is measured at the amortized cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) 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 amortized cost using the effective interest rate (EIR) method. Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included in interest income in the statement of profit and loss. The losses arising from impairment are recognized in the statement of profit and loss.

• Debt instruments at fair value through other comprehensive income (FVOCI)

A 'debt instrument' is classified as at the FVOCI if both of the following criteria are met:

a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

b) The asset's contractual cash flows represent SPPI.

Debt instruments included within the FVOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the Brookfield India REIT – Portfolio Companies recognizes interest income, impairment losses and reversals and foreign exchange gain or loss in statement of profit and loss. On derecognition of the asset, cumulative gains or losses previously recognized in OCI is reclassified from the equity to statement of profit and loss. Interest earned whilst holding FVOCI debt instrument is reported as interest income using the EIR method.

• Debt instruments at fair value through profit or loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVOCI, is classified as at FVTPL.

In addition, the Brookfield India REIT – Portfolio Companies may elect to designate a debt instrument, which otherwise meets amortized cost or FVOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as 'accounting mismatch'). The Brookfield India REIT – Portfolio Companies has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in Statement of profit or loss.

• Equity instruments measured at fair value through other comprehensive income (FVOCI)

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading are classified as at FVTPL. For all other equity instruments, the Brookfield India REIT – Portfolio Companies may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Brookfield India REIT – Portfolio Companies makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Brookfield India REIT – Portfolio Companies decides to classify an equity instrument as at FVOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to statement of profit and loss, even on sale of investment. However, the Brookfield India REIT – Portfolio Companies may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in Statement of profit and loss.

(ii) Financial Assets - Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognized (i.e., removed from the Brookfield India REIT – Portfolio Companies balance sheet) when:

• The rights to receive cash flows from the asset have expired, or
• The Brookfield India REIT – Portfolio Companies has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Brookfield India REIT – Portfolio Companies has transferred substantially all the risks and rewards of the asset, or (b) the Brookfield India

REIT – Portfolio Companies has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

(iii) Impairment of financial assets

Brookfield India REIT – Portfolio Companies recognizes loss allowance using the expected credit loss (ECL) model for the financial assets which are not fair valued through profit or loss. Loss allowance for trade receivables with no significant financing component and lease receivables is measured at an amount equal to lifetime ECL. For all financial assets with contractual cash flows other than trade receivable and lease receivables, ECLs are measured at an amount equal to the 12-month ECL, unless there has been a significant increase in credit risk from initial recognition in which case those are measured at lifetime ECL. The amount of ECLs (or reversal) that is required to adjust the loss allowance at the reporting date, is recognized as an impairment gain or loss in the Statement of Profit and Loss.

(iv) Financial liabilities – Recognition and Subsequent measurement

Brookfield India REIT – Portfolio Companies financial liabilities are initially measured at fair value less any attributable transaction costs. Subsequent to initial measurement, these are measured at amortized cost using the effective interest rate ('EIR') method or at fair value through profit or loss (FVTPL).

Brookfield India REIT – Portfolio Companies financial liabilities include trade and other payables, Loans and borrowings including bank overdrafts.

The measurement of financial liabilities depends on their classification, as described below:

• **Financial liabilities at fair value through profit or loss**

Financial liabilities at fair value through Statement of profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through Statement of profit or loss. Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term. This category also includes derivative financial instruments entered into by the Brookfield India REIT – Portfolio Companies that are not designated as hedging instruments in hedge relationships as defined by Ind AS 109. Separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments.

Gains or losses on liabilities held for trading are recognized in Statement of profit and loss.

Financial liabilities designated upon initial recognition at fair value through Statement of profit or loss are designated as such at the initial date of recognition, and only if the criteria in Ind AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own credit risk are recognized in OCI. These gains or losses are not subsequently transferred to statement of profit and loss. However, the Brookfield India REIT – Portfolio Companies may transfer the cumulative gains or losses within equity. All other changes in fair value of such liability are recognized in Statement of profit and loss. The Brookfield India REIT – Portfolio Companies has not designated any financial liability as at fair value through profit or loss.

• **Financial liabilities at amortized cost**

Financial liabilities that are not held for trading, or designated as at FVTPL, are measured subsequently at amortized cost using the effective interest method.

The effective interest method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the amortized cost of a financial liability.

(v) Financial liabilities - Derecognition

A financial liability is derecognized 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 derecognition of the original liability and the recognition of a new liability. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognized in the Statement of profit and loss as other gains/(losses).

(vi) Income/loss recognition

• Interest income

Interest income from debt instruments is recognized using the effective interest rate method. The effective interest rate is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the gross carrying amount of a financial asset. While calculating the effective interest rate, the Brookfield India REIT – Portfolio Companies estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses.

• Borrowing costs

Borrowing cost includes interest expense as per effective interest rate (EIR) and exchange differences arising from foreign currency borrowings to the extent they are regarded as an adjustment to the interest cost.

Borrowing costs associated with direct expenditures on properties under development or redevelopment or property, plant and equipment are capitalized. The amount of borrowing costs capitalized is determined first by borrowings specific to a property where relevant, and then by a weighted average cost of borrowings to eligible expenditures after adjusting for borrowings associated with other specific developments. Where borrowings are associated with specific developments, the amount capitalized is the gross borrowing costs incurred less any incidental investment income. Borrowing costs are capitalized from the commencement of the development until the date of practical completion. The Brookfield India REIT – Portfolio Companies considers practical completion to have occurred when the physical construction of property is completed and the property is substantially ready for its intended use and is capable of operating in the manner intended by management. Capitalization of borrowing costs is suspended and charged to the Statement of profit and loss during the extended periods when the active development on the qualifying assets is interrupted.

(vii) Embedded derivatives

Derivatives embedded in a host contract that is an asset within the scope of Ind AS 109 are not separated. Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

Embedded derivatives closely related to the host contracts are not separated. Derivatives embedded in all other host contract are separated only if the economic characteristics and risks of the embedded derivative are not closely related to the economic characteristics and risks of the host and are measured at fair value through profit or loss. The Brookfield India REIT – Portfolio Companies has separated the derivative component of compulsorily convertible debentures and measured at FVTPL.

(viii) Compound financial instruments

Compound financial instruments issued by the Brookfield India REIT – Portfolio Companies comprise convertible debentures denominated in Indian Rupees that can be converted to ordinary shares at the option of the holder and issuer, when the number of shares to be issued is fixed and does not vary with changes in fair value.

The liability component of compound financial instruments is initially recognized at fair value calculated using the prevailing market interest rate for a similar non-convertible instrument. The equity component is initially recognized at the difference between the fair value of the compound financial instrument as a whole and the fair value of the liability component. Any directly attributable transaction costs are allocated to the liability and equity components in proportion to their initial carrying amounts.

Subsequent to initial recognition, the liability component of a compound financial instrument is measured at amortized cost using the EIR method. The equity component of a compound financial instrument is not remeasured.

Interest related to the financial liability is recognized in Statement of profit and loss. On conversion at maturity and early conversion, the financial liability, if any, is reclassified to equity and no gains or losses are recognized.

l) Leases

At inception of a contract, the Brookfield India REIT – Portfolio Companies assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Brookfield India REIT – Portfolio Companies assesses whether:

- the contract involves the use of an identified asset – this may be specified explicitly or implicitly, and should be physically distinct or represent substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;
- the Brookfield India REIT – Portfolio Companies has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and
- the Brookfield India REIT – Portfolio Companies has the right to direct the use of the asset. The Brookfield India REIT – Portfolio Companies has this right when it has the decision making rights that are most relevant to changing how and for what purpose the asset is used. In rare cases where the decision about how and for what purpose the asset is used is predetermined, the Brookfield India REIT – Portfolio Companies has the right to direct the use of the asset if either:
    - the Brookfield India REIT – Portfolio Companies has the right to operate the asset; or
    - the Brookfield India REIT – Portfolio Companies designed the asset in a way that predetermines how and for what purpose it will be used.

As a lessee

The Brookfield India REIT – Portfolio Companies recognizes a right-of-use asset and a lease liability at the lease commencement date. The right of use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The Brookfield India REIT – Portfolio Companies has also availed the option of recognizing right-of-use asset equivalent to lease liability, adjusted by the amount of any prepaid or accrued lease payments relating to that lease recognized in the Balance Sheet immediately before the date of transition to Ind AS.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimated useful lives of right-of-use assets are determined on the same basis as those of property, plant and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain re-measurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Brookfield India REIT – Portfolio Companies incremental borrowing rate. Generally, the Brookfield India REIT – Portfolio Companies uses its incremental borrowing rate as the discount rate.

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payments;
- variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
- amounts expected to be payable under a residual value guarantee; and
- the exercise price under a purchase option that the Brookfield India REIT – Portfolio Companies is reasonably certain to exercise, lease payments in an optional renewal period if the Brookfield India REIT – Portfolio Companies is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the Brookfield India REIT – Portfolio Companies is reasonably certain not to terminate early.

The lease liability is measured at amortized cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Brookfield India REIT – Portfolio Companies estimate of the amount expected to be payable under a residual value guarantee, or if the Brookfield India REIT – Portfolio Companies changes its assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Brookfield India REIT – Portfolio Companies presents right-of-use assets that do not meet the definition of investment property in ‘property, plant and equipment’ and lease liabilities in ‘other financial liabilities (current and non-current)’ in the statement of financial position.

The Brookfield India REIT – Portfolio Companies has elected not to recognize right-of-use assets and lease liabilities for short-term leases of machinery that have a lease term of 12 months or less and leases of low-value assets. The Brookfield India REIT – Portfolio Companies recognizes the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

As a Lessor

The Brookfield India REIT – Portfolio Companies enters into lease agreements as a lessor with respect to its investment properties.

Leases for which the Brookfield India REIT – Portfolio Companies is a lessor are classified as finance or operating leases. Whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee, the contract is classified as a finance lease. All other leases are classified as operating leases.

When the Brookfield India REIT – Portfolio Companies is an intermediate lessor, it accounts for the head lease and the sub-lease as two separate contracts. The sub-lease is classified as a finance or operating lease by reference to the right-of-use asset arising from the head lease.

Rental income from operating leases is recognized 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 recognized on a straight-line basis over the lease term.

Amounts due from lessees under finance leases are recognized as receivables at the amount of the Brookfield India REIT – Portfolio Companies 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 Brookfield India REIT – Portfolio Companies net investment outstanding in respect of the leases.

When a contract includes both lease and non-lease components, the Brookfield India REIT – Portfolio Companies applies Ind AS 115 to allocate the consideration under the contract to each component.

m) Revenue recognition

Effective 1 April 2017, the date of transition to Ind AS, the Brookfield India REIT – Portfolio Companies has applied Ind AS 115 which establishes a comprehensive framework for determining whether, how much and when revenue is to be recognized. Ind AS 115 replaces Ind AS 18 Revenue and Ind AS 11 Construction Contracts.

Ind AS 115 applies to nearly all contracts with customers: the main exceptions are leases, financial instruments and insurance contracts. The Brookfield India REIT – Portfolio Companies revenue from leases is outside the scope of Ind AS 115. The Brookfield India REIT – Portfolio Companies material revenue streams subject to Ind AS 115 is non-lease components within lease arrangements arising from the recovery of certain operating expenses from tenants and Property management fees.

Revenues are measured based on the transaction price, which is the consideration, net of tax collected from customers and remitted to government authorities such as Goods and services tax, and applicable service level credits, discounts or price concessions. The computation of these estimates involves significant judgment based on various factors including contractual terms, historical experience, expense incurred etc.

i. Income from Operating Lease Rentals

Assets given by the Brookfield India REIT – Portfolio Companies under operating lease are included in investment property. Revenue recognition under a lease commences when the tenant has a right to use the leased asset. Generally, this occurs on the lease commencement date. Rental income from operating leases is recognized on a straight-line basis over the term of the relevant lease. In determining the lease term, management considers all facts and circumstances including renewal, termination and market conditions.
Income from Operating Lease Rentals also includes percentage participating rents. Percentage participating rents are recognized when tenants' specified sales targets have been met.

ii. Income from maintenance services

Income from maintenance services consists of revenue earned from the provision of daily maintenance, security and administration services, and is charged to tenants based on the occupied lettable area of the properties. Income from maintenance services is recognized when the Brookfield India REIT – Portfolio Companies has satisfied its performance obligation by delivering services as per terms of contract entered into with tenants.

iii. Income from property management services

Revenue from property management services is recognized when the Brookfield India REIT – Portfolio Companies has satisfied its performance obligation by delivering services in accordance with the contractual terms in the agreement and measured based on agreed rates and leased area.

n) Employee benefits

Employee benefits include provident fund, gratuity and compensated absences.

Provident fund

The Brookfield India REIT – Portfolio Companies 's contribution to provident fund is considered as defined contribution plans and is charged as an expense in statement of profit and loss based on the amount of contribution required to be made as and when services are rendered by the employees.

Gratuity

Brookfield India REIT – Portfolio Companies have an obligation towards gratuity, a defined post-employment benefits plan covering eligible employees. The present value of the defined benefit liability and the related current service cost and past service cost are measured using projected unit credit method; with actuarial valuations being carried out at each balance sheet date. Remeasurements comprising actuarial gains and losses are recognized immediately in the balance sheet with a charge or credit to other comprehensive income in the period in which they occur. Remeasurements recognized in other comprehensive income are not reclassified. Past service cost is recognized in profit or loss when the plan amendment or curtailment occurs, or when the Brookfield India REIT – Portfolio Companies recognizes related restructuring costs or termination benefits, whichever is earlier.

Short-term employee benefits

The undiscounted amount of short-term employee benefits expected to be paid in exchange for the services rendered by employees are recognized during the period when the employees render the service. These benefits include performance incentive and compensated absences which are expected to occur within twelve months after the end of the period in which the employee renders the related service.

The cost of short-term compensated absences is accounted as under:

(a) in case of accumulated compensated absences, when employees render the services that increase their entitlement of future compensated absences; and
(b) in case of non-accumulating compensated absences, when the absences occur.

Long-term employee benefits

The employees of the Brookfield India REIT – Portfolio Companies are entitled to long term benefit by way of accumulating compensated absences. Cost of long-term benefit by way of accumulating compensated absences arising during the tenure of the service is calculated taking into account the pattern of availment of leave. Compensated absences which are not expected to occur within twelve months after the end of the period in which the employee renders the related service are recognised as a liability at the present value of the defined benefit obligation based on actuarial valuations as at the balance sheet date by an independent actuary using the Projected Unit Credit method. Actuarial gains and losses relating to long-term employee benefits are recognised in the statement of Profit and Loss in the period in which they arise.

o) Taxation

Income tax expense comprises current and deferred tax. It is recognized in Statement of profit and loss except to the extent that it relates to items recognized directly in equity or other comprehensive income, in which case it is recognized in equity or in other comprehensive income.

(i) Current tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date.

Current tax assets and liabilities are offset only if there is a legally enforceable right to set off the recognised amounts, and it is intended to realise the asset and settle the liability on a net basis or simultaneously.

Minimum Alternative Tax ('MAT') under the provisions of the Income Tax, 1961 is recognised as current tax in the Combined Statement of Profit and Loss. The credit available under the Act in respect of MAT paid is recognised as a deferred tax asset only when and to the extent there is convincing evidence that the Brookfield India REIT – Portfolio Companies will pay normal income tax during the period for which MAT credit can be carried forward for set-off against normal tax liability. MAT credit recognised as an asset is reviewed at each balance sheet date and written down to the extent the aforesaid convincing evidence no longer exists.

(ii) Deferred tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred tax is not recognised for:

- Temporary differences arising on the initial recognition of assets and liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction;
- Temporary differences related to investments in subsidiaries, associates, and joint arrangements to the extent that the Brookfield India REIT – Portfolio Companies is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future; and
- Taxable temporary differences arising on initial recognition of goodwill.

Deferred income tax assets are recognised to the extent that it is probable that future taxable profits will be available against which they can be used. The existence of unused tax losses is strong evidence that future taxable profit may not be available. Therefore, in case of a history of recent losses, Brookfield India REIT – Portfolio Companies recognises a deferred tax asset only to the extent that it has sufficient taxable temporary differences or there is convincing other evidence that sufficient taxable profit will be available against which such deferred tax asset can be realised. Deferred tax assets—unrecognised or recognised, are reviewed at each reporting date and are recognised/reduced to the extent that it is probable/no longer probable respectively that the related tax benefit will be realised. Further, no deferred tax asset/liabilities are recognized in respect of temporary differences that reverse within tax holiday period.

Deferred tax is measured at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, based on the laws that have been enacted or substantively enacted at the reporting date.

The measurement of deferred tax reflects the tax consequences that would follow from the manner in which the Brookfield India REIT – Portfolio Companies expects, at the reporting date, to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax assets and liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

p) Provisions and contingencies

A provision is recognized when the Brookfield India REIT – Portfolio Companies has a present obligation as a result of past event and it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, in respect of which a reliable estimate can be made of the amount of the obligation.

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Brookfield India REIT – Portfolio Companies or a present obligation that is not recognized because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognized because it cannot be measured reliably. The Brookfield India REIT – Portfolio Companies does not recognize a contingent liability but discloses its existence in the financial statements.

q) Operating segments

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker.

Identification of segments:

In accordance with Ind AS 108- Operating Segment, the operating segments used to present segment information are identified on the basis of information reviewed by the Chief Operating Decision Maker ('CODM') to allocate resources to the segments and assess their performance. An operating segment is a component of the Brookfield India REIT – Portfolio Companies that engages in business activities from which it earns revenues and incurs expenses, including revenues and expenses that relate to transactions with any of the Brookfield India REIT – Portfolio Companies other components.

Based on an analysis of Brookfield India REIT – Portfolio Companies structure and powers conferred to the Manager to Brookfield India REIT, the Governing Board of the Manager (Brookprop Management Services Private Limited) has been identified as the Chief Operating Decision Maker ('CODM'), since they are empowered for all major decisions w.r.t. the management, administration, investment, disinvestment, etc.

As the Brookfield India REIT – Portfolio Companies is primarily engaged in the business of developing and maintaining commercial real estate properties in India, CODM reviews the entire business as a single operating segment and accordingly disclosure requirements of Ind AS 108 "Operating Segments" in respect of reportable segments are not applicable.

r) Subsequent events

The Condensed Combined Financial Statements are prepared after reflecting adjusting and non-adjusting events that occur after the reporting period but before the Condensed Combined Financial Statements are authorized for issue.

s) Cash and cash equivalents

Cash and cash equivalents comprise cash at bank and on hand and short-term money market deposits with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

t) Earnings per unit

Basic earnings per unit are calculated by dividing the net profit / (loss) for the period attributable to unit holders of the Brookfield India REIT by the weighted average number of units outstanding during the period.

For the purpose of calculating diluted earnings per unit, the profit or loss for the period attributable to unit holders of the Brookfield India REIT and the weighted average number of units outstanding during the period are adjusted for the effects of all dilutive potential units.

Dilutive potential units are deemed converted as of the beginning of the reporting date, unless they have been issued at a later date. In computing diluted earnings per unit, only potential equity units that are dilutive and which either reduces earnings per unit or increase loss per units are included.

u) Statement of net assets at fair value

The disclosure of Statement of Net Assets at Fair Value comprises of the fair values of the total assets and fair values of the total liabilities of individual SPV's. The fair value of the assets are reviewed regularly by Management with reference to independent assets and market conditions existing at the reporting date, using generally accepted market practices. The independent valuers are leading independent appraisers with a recognized and relevant professional qualification and with recent experience in the location. Judgment is also applied in determining the extent and frequency of independent appraisals. Such independent appraisals and the assumptions used are reviewed at each balance sheet date.

v) Statement of Total Returns at Fair Value

The disclosure of total returns at fair value comprises of the total Comprehensive Income as per the Combined Statement of Profit and Loss and other changes in fair value of investment property, investment property under construction and borrowings where the cost model is followed which were not recognized in total Comprehensive Income.

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)
Notes to the condensed combined financial statements

3 Property, plant and equipment and Intangible assets

Particulars	Gross block				Accumulated depreciation				Net block	
	Balance as at 1 April 2020	Additions during the six months	Deletions/ Adjustments	Balance as at 30 September 2020	Balance as at 1 April 2020	Charge for the six months	Deletions/ Adjustments	Balance as at 30 September 2020	Balance as at 30 September 2020	Balance as at 31 March 2020
Assets (site)										
Air conditioner	0.77	-	-	0.77	0.77	-	-	0.77	0.00	0.00
Building	0.05	-	-	0.05	0.04	-	-	0.04	0.01	0.01
Computers	0.89	-	-	0.89	0.86	-	-	0.86	0.03	0.03
Plant and machinery	0.03	-	-	0.03	0.03	-	-	0.03	0.00	0.00
Furniture and fixtures	9.45	-	-	9.45	8.56	0.48	-	9.04	0.41	0.89
Office equipment	3.82	-	-	3.82	3.52	0.01	-	3.53	0.29	0.30
Vehicle	0.17	-	-	0.17	0.15	0.02	-	0.17	(0.00)	0.02
Sub total	**15.18**	**-**	**-**	**15.18**	**13.93**	**0.51**	**-**	**14.44**	**0.74**	**1.25**
Assets (maintenance)										
Air conditioner	1.24	0.05	-	1.29	0.72	0.18	-	0.90	0.39	0.52
Computers	3.13	0.12	-	3.25	2.50	0.18	-	2.68	0.57	0.63
Plant and machinery	95.85	18.36	(0.35)	113.86	25.73	4.71	(0.20)	30.24	83.62	70.12
Furniture and fixtures	38.68	2.19	(0.19)	40.68	10.58	2.65	(0.19)	13.04	27.64	28.10
Office equipment	16.24	0.18	(1.46)	14.96	12.48	0.72	(1.46)	11.74	3.22	3.76
Electrical fittings	0.74	-	-	0.74	0.02	0.04	-	0.06	0.68	0.72
Sub total	**155.88**	**20.90**	**(2.00)**	**174.78**	**52.03**	**8.48**	**(1.85)**	**58.66**	**116.12**	**103.85**
TOTAL	**171.06**	**20.90**	**(2.00)**	**189.96**	**65.96**	**8.99**	**(1.85)**	**73.10**	**116.86**	**105.10**
Intangible Assets										
Softwares	2.26	-	-	2.26	1.42	0.27	-	1.69	0.57	0.84
GRAND TOTAL	**173.32**	**20.90**	**(2.00)**	**192.22**	**67.38**	**9.26**	**(1.85)**	**74.79**	**117.43**	**105.94**

Reconciliation for total depreciation expense:

Total depreciation on property, plant and equipment and intangible assets for the six months	9.26
Less:- Depreciation during the construction period on site assets - capitalized	(0.51)
Depreciation and amortization expense	**8.75**

Brookfield India REIT - Portfolio Companies
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Particulars	Gross block				Accumulated depreciation				Net block	
	Balance as at 1 April 2019	Additions during the year	Deletions/ Adjustments	Balance as at 31 March 2020	Balance as at 1 April 2019	Charge for the year	Deletions/ Adjustments	Balance as at 31 March 2020	Balance as at 31 March 2020	Balance as at 31 March 2019
Assets (site)										
Air conditioner	0.77	-	-	0.77	0.72	0.05	-	0.77	0.00	0.05
Building	0.05	-	-	0.05	0.04	-	-	0.04	0.01	0.01
Computers	0.89	-	-	0.89	0.81	0.05	-	0.86	0.03	0.08
Plant and machinery	0.03	-	-	0.03	0.03	-	-	0.03	0.00	0.00
Furniture and fixtures	9.45	-	-	9.45	6.90	1.66	-	8.56	0.89	2.55
Office equipment	3.82	-	-	3.82	3.44	0.08	-	3.52	0.30	0.38
Vehicle	0.17	-	-	0.17	0.10	0.05	-	0.15	0.02	0.07
Sub total	**15.18**	**-**	**-**	**15.18**	**12.04**	**1.89**	**-**	**13.93**	**1.25**	**3.14**
Assets (maintenance)										
Air conditioner	1.06	0.18	-	1.24	0.35	0.37	-	0.72	0.52	0.71
Computers	2.56	0.57	-	3.13	2.11	0.39	-	2.50	0.63	0.45
Plant and machinery	74.54	21.31	-	95.85	17.59	8.14	-	25.73	70.12	56.95
Furniture and fixtures	32.53	6.15	-	38.68	6.26	4.32	-	10.58	28.10	26.27
Office equipment	15.54	0.70	-	16.24	10.60	1.88	-	12.48	3.76	4.94
Electrical fittings	-	0.74	-	0.74	-	0.02	-	0.02	0.72	-
Sub total	**126.23**	**29.65**	**-**	**155.88**	**36.91**	**15.12**	**-**	**52.03**	**103.85**	**89.32**
TOTAL	**141.41**	**29.65**	**-**	**171.06**	**48.95**	**17.01**	**-**	**65.96**	**105.10**	**92.46**
Intangible Assets										
Softwares	2.26	-	-	2.26	0.88	0.54	-	1.42	0.84	1.38
GRAND TOTAL	**143.67**	**29.65**	**-**	**173.32**	**49.83**	**17.55**	**-**	**67.38**	**105.94**	**93.84**

Reconciliation for total depreciation expense:

Total depreciation on property, plant and equipment and intangible assets for the year	17.55
Less:- Depreciation during the construction period on site assets - capitalized	(1.89)
Depreciation and amortization expense	**15.66**

Brookfield India REIT - Portfolio Companies
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(All amounts are in Rupees millions unless otherwise stated)
Notes to the condensed combined financial statements

Particulars	Gross block				Accumulated depreciation				Net block	
	Balance as at 1 April 2018	Additions during the year	Deletions/ Adjustments	Balance as at 31 March 2019	Balance as at 1 April 2018	Charge for the year	Deletions/ Adjustments	Balance as at 31 March 2019	Balance as at 31 March 2019	Balance as at 31 March 2018
Assets (site)										
Air conditioner	0.77	-	-	0.77	0.66	0.06	-	0.72	0.05	0.11
Building	0.05	-	-	0.05	0.02	0.02	-	0.04	0.01	0.03
Computers	0.91	-	(0.02)	0.89	0.67	0.15	(0.01)	0.81	0.08	0.24
Plant and machinery	0.03	-	-	0.03	0.02	0.01	-	0.03	0.00	0.01
Furniture and fixtures	9.45	-	-	9.45	5.22	1.68	-	6.90	2.55	4.23
Office equipment	3.82	-	-	3.82	3.26	0.18	-	3.44	0.38	0.56
Vehicle	0.17	-	-	0.17	0.05	0.05	-	0.10	0.07	0.12
Sub total	**15.20**	**-**	**(0.02)**	**15.18**	**9.90**	**2.15**	**(0.01)**	**12.04**	**3.14**	**5.30**
Assets (maintenance)										
Air conditioner	0.97	0.09	-	1.06	0.14	0.21	-	0.35	0.71	0.83
Computers	2.43	0.16	(0.03)	2.56	1.53	0.59	(0.01)	2.11	0.45	0.90
Plant and machinery	61.71	12.83	-	74.54	10.46	7.13	-	17.59	56.95	51.25
Furniture and fixtures	26.24	6.29	-	32.53	2.32	3.94	-	6.26	26.27	23.92
Office equipment	14.84	0.70	-	15.54	8.03	2.57	(0.00)	10.60	4.94	6.81
Sub total	**106.19**	**20.07**	**(0.03)**	**126.23**	**22.48**	**14.44**	**(0.01)**	**36.91**	**89.32**	**83.71**
TOTAL	**121.39**	**20.07**	**(0.05)**	**141.41**	**32.38**	**16.59**	**(0.02)**	**48.95**	**92.46**	**89.01**
Intangible Assets										
Softwares	2.54	-	(0.28)	2.26	0.48	0.57	(0.17)	0.88	1.38	2.06
GRAND TOTAL	**123.93**	**20.07**	**(0.33)**	**143.67**	**32.86**	**17.16**	**(0.19)**	**49.83**	**93.84**	**91.07**

Reconciliation for total depreciation expense:

Total depreciation on property, plant and equipment and intangible assets for the year	17.16
Less:- Depreciation during the construction period on site assets - capitalized	(2.15)
Depreciation and amortization expense	**15.01**

(All amounts are in Rupees millions unless otherwise stated)

Particulars	Gross block				Accumulated depreciation				Net block	
	Balance as at 1 April 2017	Additions during the year	Deletions/ Adjustments	Balance as at 31 March 2018	Balance as at 1 April 2017	Charge for the year	Deletions/ Adjustments	Balance as at 31 March 2018	Balance as at 31 March 2018	Balance as at 31 March 2017
Assets (site)										
Air conditioner	0.77	-	-	0.77	0.38	0.28	-	0.66	0.11	0.39
Building	0.05	-	-	0.05	-	0.02	-	0.02	0.03	0.05
Computers	0.82	0.09	-	0.91	0.41	0.26	-	0.67	0.24	0.41
Plant and machinery	16.52	-	(16.49)	0.03	1.84	0.02	(1.84)	0.02	0.01	14.68
Furniture and fixtures	9.45	-	-	9.45	3.51	1.71	-	5.22	4.23	5.94
Office equipment	3.79	0.03	-	3.82	2.83	0.43	-	3.26	0.56	0.96
Vehicle	0.17	-	-	0.17	-	0.05	-	0.05	0.12	0.17
Sub total	**31.57**	**0.12**	**(16.49)**	**15.20**	**8.97**	**2.77**	**(1.84)**	**9.90**	**5.30**	**22.60**
Assets (maintenance)										
Air conditioner	0.01	0.96	-	0.97	0.00	0.14	-	0.14	0.83	0.01
Computers	2.05	0.47	(0.09)	2.43	0.30	1.31	(0.08)	1.53	0.90	1.75
Plant and machinery	58.09	3.62	-	61.71	4.51	5.95	-	10.46	51.25	53.58
Furniture and fixtures	9.50	16.74	-	26.24	0.40	1.92	-	2.32	23.92	9.10
Office equipment	13.39	1.46	(0.01)	14.84	5.23	2.80	(0.00)	8.03	6.81	8.16
Sub total	**83.04**	**23.25**	**(0.10)**	**106.19**	**10.44**	**12.12**	**(0.08)**	**22.48**	**83.71**	**72.60**
TOTAL	**114.61**	**23.37**	**(16.59)**	**121.39**	**19.41**	**14.89**	**(1.92)**	**32.38**	**89.01**	**95.20**
Intangible Assets										
Softwares	1.07	1.47	-	2.54		0.48	-	0.48	2.06	1.07
GRAND TOTAL	**115.68**	**24.84**	**(16.59)**	**123.93**	**19.41**	**15.37**	**(1.92)**	**32.86**	**91.07**	**96.27**

Reconciliation for total depreciation expense:

Total depreciation on property, plant and equipment and intangible assets for the year	15.37
Less:- Depreciation during the construction period on site assets - capitalized	(2.77)
Depreciation and amortization expense	**12.60**

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)
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4 Investment property

Particulars	Gross block				Accumulated depreciation				Net block	
	As at 1 April 2020	Additions during the six months	Deletions/ Adjustments	As at 30 September 2020	As at 1 April 2020	Charge for the six months	Deletions/ Adjustments	As at 30 September 2020	As at 30 September 2020	As at 31 March 2020
Assets (constructed), given/expected to be given on operating lease										
Freehold land	7,407.07	61.70	-	7,468.77	-	-	-	-	7,468.77	7,407.07
Buildings	34,403.16	231.55	-	34,634.71	1,939.44	318.72	-	2,258.16	32,376.55	32,463.72
Air conditioners	1,797.40	15.70	-	1,813.10	510.47	70.62	-	581.09	1,232.01	1,286.93
Electrical fittings & equipment	1,426.47	32.23	-	1,458.70	510.33	72.03	-	582.36	876.34	916.14
Plant and machinery	1,587.12	33.66	-	1,620.78	418.75	54.25	-	473.00	1,147.78	1,168.37
Diesel generator sets	656.40	0.60	-	657.00	190.57	38.35	-	228.92	428.08	465.83
Furniture and fixtures	537.01	7.28	-	544.29	233.85	33.86	-	267.71	276.58	303.16
Right of use (leasehold land)	482.02	-	-	482.02	18.42	3.08	-	21.50	460.52	463.60
Office Equipment	35.46	0.12	-	35.58	15.91	2.67	-	18.58	17.00	19.55
Computers	1.90	-	-	1.90	0.55	0.16	-	0.71	1.19	1.35
Sub total	**48,334.01**	**382.84**	**-**	**48,716.85**	**3,838.29**	**593.74**	**-**	**4,432.03**	**44,284.82**	**44,495.72**
Assets (food court), given/expected to be given on operating lease										
Air conditioner	10.28	-	-	10.28	3.70	0.37	-	4.07	6.21	6.58
Furniture & fixtures	70.63	-	(2.33)	68.30	39.59	3.93	(1.49)	42.03	26.27	31.04
Plant and machinery	7.92	-	-	7.92	2.85	0.26	-	3.11	4.81	5.07
Office equipment	5.04	0.03	-	5.07	2.36	0.29	-	2.65	2.42	2.68
Kitchen equipment	6.21	-	-	6.21	2.60	0.61	-	3.21	3.00	3.61
Computers	4.48	-	-	4.48	4.48	0.00	-	4.48	0.00	0.00
Sub total	**104.56**	**0.03**	**(2.33)**	**102.26**	**55.58**	**5.46**	**(1.49)**	**59.55**	**42.71**	**48.98**
Sub total - Investment Property	**48,438.57**	**382.87**	**(2.33)**	**48,819.11**	**3,893.87**	**599.20**	**(1.49)**	**4,491.58**	**44,327.53**	**44,544.70**
Investment property - under development										
Work in progress	519.79	384.49	(301.41)	602.87	-	-	-	-	602.87	519.79
Sub total - Investment Property under development	**519.79**	**384.49**	**(301.41)**	**602.87**	**-**	**-**	**-**	**-**	**602.87**	**519.79**
Total	**48,958.36**	**767.36**	**(303.74)**	**49,421.98**	**3,893.87**	**599.20**	**(1.49)**	**4,491.58**	**44,930.40**	**45,064.49**

Reconciliation for total depreciation expense:

Total depreciation on investment property for the six months	599.20
Less:- Depreciation during the construction period on Right of use (leasehold land)	(1.66)
Depreciation expense	**597.54**

(All amounts are in Rupees millions unless otherwise stated)

Particulars	Gross block				Accumulated depreciation				Net block	
	As at 1 April 2019	Additions during the year	Deletions/ Adjustments	As at 31 March 2020	As at 1 April 2019	Charge for the year	Deletions/ Adjustments	As at 31 March 2020	As at 31 March 2020	As at 31 March 2019
Assets (constructed), given/expected to be given on operating lease										
Freehold land	7,407.07	-	-	7,407.07	-	-	-	-	7,407.07	7,407.07
Buildings	31,383.72	3,019.44	-	34,403.16	1,358.93	580.51	-	1,939.44	32,463.72	30,024.79
Air conditioners	1,582.71	214.69	-	1,797.40	381.25	129.22	-	510.47	1,286.93	1,201.46
Electrical fittings & equipment	1,244.80	181.67	-	1,426.47	372.00	138.33	-	510.33	916.14	872.80
Plant and machinery	1,475.43	111.69	-	1,587.12	317.12	101.63	-	418.75	1,168.37	1,158.31
Diesel generator sets	568.07	88.33	-	656.40	118.79	71.78	-	190.57	465.83	449.28
Furniture and fixtures	528.54	8.47	-	537.01	168.09	65.76	-	233.85	303.16	360.45
Right of use (leasehold land)	482.02	-	-	482.02	12.27	6.15	-	18.42	463.60	469.75
Office Equipment	35.46	-	-	35.46	10.60	5.31	-	15.91	19.55	24.86
Computers	1.90	-	-	1.90	0.23	0.32	-	0.55	1.35	1.67
Sub total	**44,709.72**	**3,624.29**	**-**	**48,334.01**	**2,739.28**	**1,099.01**	**-**	**3,838.29**	**44,495.72**	**41,970.44**
Assets (food court), given/expected to be given on operating lease										
Air conditioner	10.28	-	-	10.28	2.96	0.74	-	3.70	6.58	7.32
Furniture & fixtures	70.63	-	-	70.63	31.67	7.92	-	39.59	31.04	38.96
Plant and machinery	7.88	0.04	-	7.92	2.28	0.57	-	2.85	5.07	5.60
Office equipment	4.38	0.66	-	5.04	1.85	0.51	-	2.36	2.68	2.53
Kitchen equipment	6.21	-	-	6.21	1.38	1.22	-	2.60	3.61	4.83
Computers	4.48	-	-	4.48	4.48	0.00	-	4.48	0.00	0.00
Sub total	**103.86**	**0.70**	**-**	**104.56**	**44.62**	**10.96**	**-**	**55.58**	**48.98**	**59.24**
Sub total - Investment Property	**44,813.58**	**3,624.99**	**-**	**48,438.57**	**2,783.90**	**1,109.97**	**-**	**3,893.87**	**44,544.70**	**42,029.68**
Investment property - under development										
Work in progress	1,938.74	2,066.36	(3,485.31)	519.79	-	-	-	-	519.79	1,938.74
Sub total - Investment Property under development	**1,938.74**	**2,066.36**	**(3,485.31)**	**519.79**	**-**	**-**	**-**	**-**	**519.79**	**1,938.74**
Total	**46,752.32**	**5,691.35**	**(3,485.31)**	**48,958.36**	**2,783.90**	**1,109.97**	**-**	**3,893.87**	**45,064.49**	**43,968.42**

Reconciliation for total depreciation expense:

Total depreciation on investment property for the year	1,109.97
Less:- Depreciation during the construction period on Right of use (leasehold land)	(3.02)
Depreciation expense	**1,106.95**

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Particulars	Gross block				Accumulated depreciation				Net block	
	As at 1 April 2018	Additions during the year	Deletions/ Adjustments	As at 31 March 2019	As at 1 April 2018	Charge for the year	Deletions/ Adjustments	As at 31 March 2019	As at 31 March 2019	As at 31 March 2018
Assets (constructed), given/expected to be given on operating lease										
Freehold land	6,164.12	1,242.95	-	7,407.07	-	-	-	-	7,407.07	6,164.12
Buildings	27,729.82	3,653.90	-	31,383.72	862.72	496.21	-	1,358.93	30,024.79	26,867.10
Air conditioners	1,325.46	257.25	-	1,582.71	268.33	112.92	-	381.25	1,201.46	1,057.13
Electrical fittings & equipment	745.80	499.00	-	1,244.80	266.30	105.70	-	372.00	872.80	479.50
Plant and machinery	1,095.51	379.92	-	1,475.43	213.37	103.75	-	317.12	1,158.31	882.14
Diesel generator sets	442.78	125.29	-	568.07	80.83	37.96	-	118.79	449.28	361.95
Furniture and fixtures	513.54	15.00	-	528.54	102.68	65.41	-	168.09	360.45	410.86
Right of use (leasehold land)	509.08	-	(27.06)	482.02	7.53	6.85	(2.11)	12.27	469.75	501.55
Office equipment	35.46	-	-	35.46	5.30	5.30		10.60	24.86	30.16
Computers	-	1.90	-	1.90	-	0.23	-	0.23	1.67	-
Sub total	**38,561.57**	**6,175.21**	**(27.06)**	**44,709.72**	**1,807.06**	**934.33**	**(2.11)**	**2,739.28**	**41,970.44**	**36,754.51**
Assets (food court), given/expected to be given on operating lease										
Air conditioner	10.28	-	-	10.28	2.22	0.74	-	2.96	7.32	8.06
Furniture & fixtures	70.63	-	-	70.63	23.75	7.92	-	31.67	38.96	46.88
Plant and machinery	7.88	-	-	7.88	1.71	0.57	-	2.28	5.60	6.17
Office equipment	4.38	-	-	4.38	1.17	0.68	-	1.85	2.53	3.21
Kitchen equipments	6.21	-	-	6.21	0.13	1.25	-	1.38	4.83	6.08
Computers	4.48	-	-	4.48	4.48	-	-	4.48	0.00	0.00
Sub total	**103.86**	**-**	**-**	**103.86**	**33.46**	**11.16**	**-**	**44.62**	**59.24**	**70.40**
Sub total - Investment Property	**38,665.43**	**6,175.21**	**(27.06)**	**44,813.58**	**1,840.52**	**945.49**	**(2.11)**	**2,783.90**	**42,029.68**	**36,824.91**
Investment property - under development										
Work in progress	4,358.37	2,506.87	(4,926.50)	1,938.74	-	-	-	-	1,938.74	4,358.37
Sub total - Investment Property under development	**4,358.37**	**2,506.87**	**(4,926.50)**	**1,938.74**	**-**	**-**	**-**	**-**	**1,938.74**	**4,358.37**
Total	**43,023.80**	**8,682.08**	**(4,953.56)**	**46,752.32**	**1,840.52**	**945.49**	**(2.11)**	**2,783.90**	**43,968.42**	**41,183.28**

Reconciliation for total depreciation expense:

Total depreciation on investment property for the year	945.49
Less:- Depreciation during the construction period on Right of use (leasehold land)	(3.39)
Depreciation expense	**942.10**

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Particulars	Gross block				Accumulated depreciation				Net block	
	As at 1 April 2017	Additions during the year	Deletions/ Adjustments	As at 31 March 2018	As at 1 April 2017	Charge for the year	Deletions/ Adjustments	As at 31 March 2018	As at 31 March 2018	As at 31 March 2017
Assets (constructed), given/expected to be given on operating lease										
Freehold land	6,164.12	-	-	6,164.12	-	-	-	-	6,164.12	6,164.12
Buildings	25,013.40	2,716.42	-	27,729.82	400.94	461.78	-	862.72	26,867.10	24,612.46
Air conditioners	1,149.85	175.61	-	1,325.46	161.63	106.70	-	268.33	1,057.13	988.22
Electrical fittings & equipment	582.74	163.06	-	745.80	157.29	109.01	-	266.30	479.50	425.45
Plant and machinery	915.22	163.80	16.49	1,095.51	113.50	98.03	1.84	213.37	882.14	801.72
Diesel generator sets	398.54	44.24	-	442.78	46.07	34.76	-	80.83	361.95	352.47
Furniture and fixtures	212.37	301.17	-	513.54	41.91	60.77	-	102.68	410.86	170.46
Right of use (leasehold land)	509.08	-	-	509.08	-	7.53	-	7.53	501.55	509.08
Office equipment	35.46	-	-	35.46	-	5.30	-	5.30	30.16	35.46
Sub total	**34,980.78**	**3,564.30**	**16.49**	**38,561.57**	**921.34**	**883.88**	**1.84**	**1,807.06**	**36,754.51**	**34,059.44**
Assets (food court), given/expected to be given on operating lease										
Air conditioner	10.28	-	-	10.28	1.48	0.74	-	2.22	8.06	8.80
Furniture & fixtures	70.63	-	-	70.63	15.83	7.92	-	23.75	46.88	54.80
Plant and machinery	7.88	-	-	7.88	1.14	0.57	-	1.71	6.17	6.74
Office equipment	4.38	-	-	4.38	0.43	0.74	-	1.17	3.21	3.95
Kitchen equipment	0.11	6.10	-	6.21	-	0.13	-	0.13	6.08	0.11
Computers	4.48	-	-	4.48	4.48	-	-	4.48	0.00	0.00
Sub total	**97.76**	**6.10**	**-**	**103.86**	**23.36**	**10.10**	**-**	**33.46**	**70.40**	**74.40**
Sub total - Investment Property	**35,078.54**	**3,570.40**	**16.49**	**38,665.43**	**944.70**	**893.98**	**1.84**	**1,840.52**	**36,824.91**	**34,133.84**
Investment property - under development										
Work in progress	6,446.24	1,451.48	(3,539.35)	4,358.37	-	-	-	-	4,358.37	6,446.24
Sub total - Investment Property under development	**6,446.24**	**1,451.48**	**(3,539.35)**	**4,358.37**	**-**	**-**	**-**	**-**	**4,358.37**	**6,446.24**
Total	**41,524.78**	**5,021.88**	**(3,522.86)**	**43,023.80**	**944.70**	**893.98**	**1.84**	**1,840.52**	**41,183.28**	**40,580.08**

Reconciliation for total depreciation expense:

Total depreciation on investment property for the year	893.98
Less:- Depreciation during the construction period on Right of use (leasehold land)	(3.57)
Depreciation expense	**890.41**

(All amounts are in Rupees millions unless otherwise stated)

		As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
5	**Non current financial assets - Loans**				
	(Unsecured and considered good)				
	Security deposits	486.97	486.53	420.04	165.62
		486.97	**486.53**	**420.04**	**165.62**
	Loans receivables considered good - Secured	-	-	-	-
	Loans receivables considered good - Unsecured	486.97	486.53	420.04	165.62
	Loans receivables which have significant increase in credit risk	-	-	-	-
	Loans receivables - credit impaired	-	-	-	-

		As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
6	**Non current financial assets - Other**				
	(Unsecured and considered good)				
	Fixed deposits with banks*	8.09	224.06	263.71	56.85
	Interest accrued but not due on fixed deposits with banks	0.22	3.68	5.93	4.54
	Lease rent equalization**	575.71	714.17	815.16	748.91
	Derivative relating to share conversion feature in 12% CCD***	1,151.70	1,108.50	1,009.10	-
		1,735.72	**2,050.41**	**2,093.90**	**810.30**

* These fixed deposits are of restricted use being created against interest service reserve account (for fulfilment of interest obligation on non convertible bonds issued by Candor Kolkata One Hi-Tech Structures Private Limited), lien against bank guarantees given to various authorities, given as security for sales tax registration and as lien against letter of credits issued.
Fixed deposit created towards interest service reserve account amounting to Rs. 199.84 million as at 31 March 2020 has been released as the underlying bonds have been repaid on 27 May 2020.

**Lease rent equalization are classified as Financial assets as right to consideration is unconditional and is due only after passage of time.

*** Also refer note 40

		As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
7	**Deferred tax asset (net)**				
	Deferred tax asset (net)	28.05	25.33	21.82	24.66
		28.05	**25.33**	**21.82**	**24.66**

		As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
8	**Non-current tax assets (net)**				
	Advance income tax	1,863.60	1,711.88	1,353.57	1,053.74
		1,863.60	**1,711.88**	**1,353.57**	**1,053.74**

		As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
9	**Other non-current assets**				
	(Unsecured and considered good)				
	Capital advances	32.48	37.83	90.84	204.88
	Prepaid expenses	7.33	6.93	2.66	5.23
	Balance recoverable from government authorities	9.55	17.17	54.92	13.15
	Other receivables	3.12	0.57	-	-
	(Unsecured and considered doubtful)				
	Advances to vendors	-	-	-	0.77
	Less: loss allowance	-	-	-	(0.77)
		52.48	**62.50**	**148.42**	**223.26**

		As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
10	**Current financial assets - Trade receivables**				
	Trade receivables considered good - unsecured*	285.43	449.02	564.92	318.40
	Trade receivables - credit impaired	11.56	58.34	19.09	0.74
	Less: loss allowance	(11.56)	(58.34)	(19.09)	(0.74)
		285.43	**449.02**	**564.92**	**318.40**

*Also refer note 46

(All amounts are in Rupees millions unless otherwise stated)

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
11 Current financial assets - Cash and cash equivalents				
Balance with banks :				
- in current account	191.78	229.12	266.73	630.29
- in deposit account (with original maturity of 3 months or less)	819.50	3,036.30	1,033.29	460.00
Cheques, drafts on hand	-	-	25.48	-
Cash in hand	-	-	0.01	0.02
	1,011.28	**3,265.42**	**1,325.51**	**1,090.31**

Bank balance includes allocated bank balance for Rs. Nil (31 March 2020 - Nil, 31 March 2019 - Rs. 6.94 million, 31 March 2018 - Rs. 20.02 million) acquired during demerger (refer note 49).

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
12 Other bank balances				
Deposit account with original maturity of more than 3 months and upto 12 months*	32.67	0.52	32.00	158.67
	32.67	**0.52**	**32.00**	**158.67**

* Refer note 48

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
13 Current financial assets - Loans				
(Unsecured and considered good)				
To related parties (refer note 46)				
Inter corporate deposits	-	-	-	2,710.55
Interest on inter corporate deposit	-	-	-	344.05
To parties other than related parties				
Security deposits	0.02	0.02	0.02	0.02
(Unsecured and considered doubtful)				
Advances to vendors	0.36	0.36	0.36	0.36
Inter corporate deposits (refer note 36)	-	-	2,100.00	2,100.00
Interest on inter corporate deposit receivable (refer note 36)	-	-	248.19	248.19
Less: loss allowance	(0.36)	(0.36)	(2,348.55)	(2,348.55)
	0.02	**0.02**	**0.02**	**3,054.62**
Loans receivables considered good - secured	-	-	-	-
Loans receivables considered good - unsecured	0.02	0.02	0.02	3,054.62
Loans receivables which have significant increase in credit risk	0.36	0.36	2,348.55	2,348.55
Loans receivables - credit impaired	-	-	-	-
Less: loss allowance	(0.36)	(0.36)	(2,348.55)	(2,348.55)
	0.02	0.02	0.02	3,054.62

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
14 Current financial assets - Other				
(Unsecured and considered good)				
To parties other than related parties				
Unbilled revenue*	158.91	117.19	162.79	280.71
Interest accrued but not due on fixed deposits with banks	0.64	2.67	1.06	0.11
Lease rent equalization*	294.84	237.85	156.17	290.30
To related parties (refer note 46)				
Other receivables	-	8.22	-	-
	454.39	**365.93**	**320.02**	**571.12**

*Classified as financial assets as right to consideration is unconditional and is due only after passage of time.

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
15 Other current assets				
(Unsecured and considered good)				
Advances to vendors*	35.36	45.30	28.72	118.59
Prepaid expenses**	270.64	26.20	16.96	22.81
Balance with Government authorities	62.71	121.01	48.81	46.52
	368.71	**192.51**	**94.49**	**187.92**

* Refer note 48
**Refer note 46

(All amounts are in Rupees millions unless otherwise stated)

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
16 **Capital**				
Authorised				
4,000,000 (31 March 2020: 4,000,000, 31 March 2019: 4,000,000, 31 March 2018: 4,000,000) Equity shares of Rs.10 each of Candor Kolkata One Hi-Tech Structures Private Limited#	40.00	40.00	40.00	40.00
16,000,000 (31 March 2020: 16,000,000, 31 March 2019: 16,000,000, 31 March 2018: 16,000,000) Equity shares of Rs.10 each of Shantiniketan Properties Private Limited	160.00	160.00	160.00	160.00
55,010,000 (31 March 2020 : 55,010,000, 31 March 2019 : 40,010,000, 31 March 2018 : 40,010,000) Equity shares of Rs.10 each of Festus Properties Private Limited	550.10	550.10	400.10	400.10
10,000 (31 March 2020: 10,000, 31 March 2019: 10,000, 31 March 2018: 10,000) Equity shares of Rs.10 each of Candor India Office Parks Private Limited	0.10	0.10	0.10	0.10
	750.20	**750.20**	**600.20**	**600.20**
Issued, subscribed and paid up				
58,522 (31 March 2020: 58,510, 31 March 2019: 58,510, 31 March 2018: 58,510) Equity shares of Rs.10 each of Candor Kolkata One Hi-Tech Structures Private Limited	0.59	0.59	0.59	0.59
15,124,927 (31 March 2020: 15,124,927, 31 March 2019: 15,124,927, 31 March 2018: 15,124,927) Equity shares of Rs.10 each of Shantiniketan Properties Private Limited	151.25	151.25	151.25	151.25
50,010,000 (31 March 2020 : 50,010,000, 31 March 2019 : 40,010,000, 31 March 2018 : 10,000) Equity shares of Rs.10 each of Festus Properties Private Limited**@##	500.10	500.10	400.10	0.10
10,000 (31 March 2020: 10,000, 31 March 2019: 10,000, 31 March 2018: 10,000) Equity shares of Rs.10 each of Candor India Office Parks Private Limited	0.10	0.10	0.10	0.10
	652.04	**652.04**	**552.04**	**152.04**

Since there are no units issued as at 30 September 2020, the capital of each SPV has been presented. Also, the proposed breakup of units of the Trust is currently not ascertainable. Hence, other disclosures with respect to units have not been made.

Authorised share capital is increased from Rs. 20 million to Rs. 40 million pursuant to scheme of amalgamation (refer 47).

**Pursuant to and in terms of the Scheme of Arrangement amongst the company i.e. Festus Properties Private Limited and HGP Community Private Limited, as approved by the National Company Law Tribunal (the NCLT), Mumbai Bench vide its order dated 24 August 2018, the Company issued 40 million equity shares of Rs.10/- each to the shareholders of HGP Community Private Limited on 15 October 2018. The appointed date mentioned in the aforementioned Scheme of Arrangement is 01 January 2017. Accordingly, the balances emanating from the scheme of arrangement has been carried forward from the financial year 2017-18.

@refer note 49 for demerger of Festus Properties Private Limited.

During the year 31 March 2020, Festus Properties Private Limited has issued 1,00,00,000 equity shares (face value of Rs. 10) @ 25/- each share (including premium @ 15/- each share) i.e. at total consideration Rs. 250.00 million (including premium 150.00 million) to Kairos Property Managers Private Limited on 06 March 2020.

17 **Other Equity**	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Equity component of compound financial instruments*	2,825.76	2,825.76	458.64	458.64
Securities premium	1,770.65	1,770.65	1,620.65	1,620.65
Capital redemption reserve	0.10	0.10	0.10	0.10
Capital reserve	2,034.23	2,034.23	2,034.23	654.38
Debenture redemption reserve	-	243.00	243.00	-
Amalgamation adjustments account	(29,030.64)	(29,030.64)	(29,030.64)	(29,030.64)
Share pending issuance	-	0.00	0.00	400.00
Retained earning / (accumulated deficit)	(3,039.92)	(692.27)	(843.76)	(444.20)
	(25,439.82)	**(22,849.17)**	**(25,517.78)**	**(26,341.07)**
*Equity component of Compound financial instruments (Compulsorily Convertible Debentures) issued by				
Candor Kolkata One Hi-Tech Structures Private Limited	30.53	30.53	30.53	30.53
Shantiniketan Properties Private Limited	428.11	428.11	428.11	428.11
Festus Properties Private Limited	2,367.12	2,367.12	-	-
	2,825.76	**2,825.76**	**458.64**	**458.64**

(All amounts are in Rupees millions unless otherwise stated)

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
18 Non-current financial liabilities - Borrowings				
Secured				
Term loans from banks	-	-	-	2,933.78
Term loan from financial institutions	56,245.88	33,397.35	34,326.64	34,930.89
Non Convertible Bonds@	-	20,956.06	20,828.73	-
Less:- Current maturities of long term borrowings	(1,062.75)	(793.01)	(4,049.93)	(5,418.53)
Unsecured loan				
From related parties (refer note 46)				
Liability component of compound financial instrument *	2,121.65	2,145.32	967.97	1,011.89
Non Convertible Bonds	256.50	-	-	-
12% Compulsorily Convertible Debentures **	10,894.17	10,982.76	9,898.11	-
Total Borrowings	**68,455.45**	**66,688.48**	**61,971.52**	**33,458.03**

* Liability component of Compound financial instruments (Compulsorily Convertible Debentures) issued by				
Candor Kolkata One Hi-Tech Structures Private Limited	47.15	47.77	51.29	53.72
Shantiniketan Properties Private Limited	841.62	864.67	916.68	958.17
Festus Properties Private Limited	1,232.88	1,232.88	-	-
	2,121.65	**2,145.32**	**967.97**	**1,011.89**

@ Candor Kolkata One Hi-Tech Structures Private Limited has repaid these listed non-convertible bonds amounting to Rs. 21,000 million on 27 May 2020, by re-financing the bonds through term loan from financial institutions of Rs. 21,110 million. These bonds were delisted from BSE on 29 June 2020.

** Issued by Candor Kolkata One Hi-Tech Structures Private Limited to BSREP India Office Holdings III Pte Ltd.

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
19 Non-current financial liabilities - others				
Security deposit from lessee	1,431.47	1,315.28	978.81	800.93
Retention money	33.79	10.70	24.04	18.83
Lease liabilities	82.22	87.14	87.30	109.99
	1,547.48	**1,413.12**	**1,090.15**	**929.75**

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
20 Long-term provisions				
Provision for compensated absences	-	-	0.06	-
Provision for gratuity	10.34	13.21	6.67	9.90
	10.34	**13.21**	**6.73**	**9.90**

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
21 Deferred tax liabilities (net)				
Deferred tax liabilities (net)	629.58	638.70	770.34	294.92
	629.58	**638.70**	**770.34**	**294.92**

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
22 Other non-current liabilities				
Deferred income	269.71	211.67	249.12	277.37
	269.71	**211.67**	**249.12**	**277.37**

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)
Notes to the condensed combined financial statements

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
23 **Current financial liabilities- Short term borrowings**				
Secured				
Term loan from financial institutions	-	-	1,796.34	-
Unsecured				
From related parties (refer note 46)				
Inter corporate deposits#	-	1,603.94	-	-
Interest accrued on Inter corporate deposit	-	137.48	-	-
From other than related parties				
Inter corporate deposits#	-	-	825.34	-
	-	**1,741.42**	**2,621.68**	**-**

Inter corporate deposits are repayable on demand.

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
24 **Current financial liabilities - Trade payables**				
Total outstanding dues to micro enterprises and small enterprises	3.10	5.42	5.89	-
Total outstanding dues to creditors other than micro enterprises and small enterprises*	591.78	618.41	554.95	698.09
	594.88	**623.83**	**560.84**	**698.09**

*Also refer note 46

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
25 **Current - Other financial liabilities**				
From related party (refer note 46)				
Security deposit from others	-	12.00	12.00	12.00
Interest accrued but not due on unsecured compulsorily convertible debentures	271.95	288.78	182.67	-
Other payables	-	-	8.80	8.75
From parties other than related parties				
Current maturities of secured long term borrowings	1,062.75	793.01	4,049.93	5,418.53
Interest accrued and not due on borrowings	-	8.97	527.83	439.82
Security deposit from lessee	2,212.37	2,443.53	2,355.99	2,312.99
Security deposit from others	-	-	250.00	-
Retention money	111.54	134.07	62.82	81.12
Capital creditors	375.25	368.61	272.75	268.13
Employee related payables	48.32	17.86	32.09	18.75
Lease liabilities	9.84	10.42	10.24	13.39
Other payables	16.86	14.17	29.12	48.81
	4,108.88	**4,091.42**	**7,794.24**	**8,622.29**

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
26 **Short term provisions**				
Provision for gratuity	0.07	0.08	0.02	0.04
Provision for compensated absences	4.19	4.55	2.18	1.94
	4.26	**4.63**	**2.20**	**1.98**

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
27 **Other current liabilities**				
Advance from customers	64.70	106.45	4.82	15.70
Statutory dues payable	237.08	265.74	173.67	177.19
Deferred income	232.57	176.03	149.37	132.59
	534.35	**548.22**	**327.86**	**325.48**

	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
28 **Current tax liabilities (Net)**				
Provision for income tax	-	2.93	8.03	4.19
	-	**2.93**	**8.03**	**4.19**

(All amounts are in Rupees millions unless otherwise stated)

	Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
29	**Revenue from operations**				
	Sale of services				
	Income from operating lease rentals *	3,066.79	5,954.49	5,381.34	5,027.97
	Income from maintenance services	1,381.12	3,244.37	3,247.95	2,905.02
	Property management fees	95.90	302.09	270.00	226.08
		4,543.81	**9,500.95**	**8,899.29**	**8,159.07**
	Sale of products				
	Sale of food and beverages	6.75	62.21	59.87	59.39
	Others	0.87	3.90	-	-
	Total revenue from operations	**4,551.43**	**9,567.06**	**8,959.16**	**8,218.46**
	* Assets given on operating lease				
30	**Other Income**				
	Interest income from financial assets at amortized cost				
	Interest income on fixed deposits with banks	48.99	106.52	28.03	42.75
	Interest income on inter corporate deposits	-	-	230.36	303.98
	Other interest	8.86	14.82	-	0.78
	Others				
	Income from scrap sale	0.14	3.28	2.86	3.88
	Interest on income tax refund	9.30	4.32	27.08	26.13
	Liabilities/provisions no longer required written back	6.11	4.29	44.18	55.20
	Miscellaneous income	6.63	14.26	6.63	11.33
	Gain on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss	43.20	99.40	-	-
		123.23	**246.89**	**339.14**	**444.05**
31	**Cost of materials consumed**				
	Opening stock	-	-	-	-
	Add: purchases during the six months/year	4.80	49.22	49.48	52.27
	Add: Others	0.51	3.00	-	-
	Less: Closing stock	-	-	-	-
		5.31	**52.22**	**49.48**	**52.27**
32	**Employee benefits expense**				
	Salaries, wages and bonus	141.24	228.93	128.83	256.77
	Contributions to provident fund	6.97	12.75	7.98	12.74
	Gratuity expense	2.85	6.99	4.00	5.23
	Compensated absences	1.44	2.31	0.31	1.13
		152.50	**250.98**	**141.12**	**275.87**
33	**Finance Costs**				
	Interest and finance charges on financial liabilities at amortized cost				
	Interest on term loan	2,155.38	3,196.68	3,577.62	3,398.87
	Interest expenses on inter corporate deposits	50.62	152.76	-	0.11
	Interest on non-convertible bonds	239.02	2,255.09	539.41	-
	Interest on compulsorily convertible debentures	514.58	1,084.65	254.87	-
	Interest on liability component of compound financial instrument	297.86	327.92	170.98	174.66
	Interest on lease liability	5.52	11.04	10.98	14.35
	Interest on Security Deposit	-	25.62	-	-
	Others				
	Other borrowing costs	243.67	269.80	289.71	199.42
	Interest on advance tax and others	-	0.13	5.93	0.01
		3,506.65	**7,323.69**	**4,849.50**	**3,787.42**
	Less: Transferred to investment property under development	(22.05)	(182.37)	(445.91)	(500.25)
		3,484.60	**7,141.32**	**4,403.59**	**3,287.17**
34	**Depreciation and amortization expenses**				
	- on property plant and equipment and intangible assets	8.75	15.66	15.01	12.60
	- on investment property	597.54	1,106.95	942.10	890.41
		606.29	**1,122.61**	**957.11**	**903.01**

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
35 Other expenses				
Property management fees	210.18	432.79	346.23	145.56
Power and fuel	411.48	1,166.85	1,313.72	1,211.80
Repair and maintenance	344.09	866.67	660.16	614.89
Insurance	15.62	21.83	25.56	27.92
Legal and professional expense	76.81	466.66	170.72	117.32
Audit fees *	2.86	7.36	6.92	5.61
Rates and taxes	52.87	111.81	152.17	101.75
Brokerage	0.41	-	57.09	88.97
Facility usage fees	18.84	37.61	35.84	34.83
Lease rent	3.06	7.58	9.59	3.46
Credit Impaired**	0.53	4.09	2.79	8.69
Allowance for credit loss	-	42.19	18.35	-
Advances written off (refer note 48)	-	11.49	77.29	0.99
Deposits/Assets written off (refer note 48)	-	-	160.63	-
Corporate social responsibility expenses	7.80	40.12	45.76	23.15
Property, plant and equipment written off	0.97	-	0.14	-
Loss on derivative relating to share conversion feature in 12% CCD at fair value through profit or loss	-	-	47.00	-
Miscellaneous expenses	18.49	110.47	75.99	67.52
	1,164.01	**3,327.52**	**3,205.95**	**2,452.46**

* Includes remuneration paid to the auditors of the individual SPVs.
** Net off opening allowance for credit loss of Rs. 45.90 million, Rs. 2.94 million, nil and nil for the six months ended 30 September 2020 , year ending March 31, 2020, March 31, 2019 and March 31, 2018 respectively.

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
36 Exceptional item				
Interest income on inter corporate deposits	-	825.69	-	-
Loss allowance on doubtful advances written back	-	1,669.32	-	43.40
	-	**2,495.01**	**-**	**43.40**

Prior to 1 April 2017, erstwhile Candor Gurgaon Two Developers & Projects Private Limited (amalgamated with Candor Kolkata One Hi-tech Structures Private Limited with effect from 8 January 2019) had provided inter corporate deposits of Rs.2,130 million to certain borrowers on which accrued interest of Rs. 261.59 million was recognized prior to 1 April 2017. The agreements with the borrowers had expired and the amounts advanced were disputed resulting in a litigation. Considering the uncertainty on collection of these balances, a loss allowance equal to the full amount of principal and interest was recognized as of 1 April 2017.

During the year ended 31 March 2018, arbitrator awarded Rs.1,712.72 million to Candor Gurgaon Two Developers & Projects Private Limited. Out of the amount awarded, Candor Gurgaon Two Developers & Projects Private Limited received Rs.43.40 million, comprising of Rs.30.00 million of principal and Rs. 13.40 million of accrued interest and loss allowance was written back to that extent. The borrowers again litigated the remaining award amount of Rs.1,669.32 million by filing an application with the Hon'ble High Court of Calcutta. Loss allowance for remaining amount of Rs.2,348.19 million (comprising Rs.2,100 million of principal and Rs.248.19 million of accrued interest) was carried in books as at 31 March 2018 and 31 March 2019.

Interest income was not recognized during the year ended 31 March 2018 and 2019, due to uncertainty in collection.

On 23 December, 2019, the Hon'ble High Court of Calcutta ruled in favor of Candor Gurgaon Two Developers & Projects Private Limited resulting in upholding the remaining initial award Rs.1,669.32 million and interest of Rs.571.25 million aggregating to Rs.2,240.57 million. The Company also received additional interest Rs.254.44 million during the year ended 31 March 2020 resulting in recognition of interest income of Rs.825.69 million for the year ended 31 March 2020. The total amount received during the year ended 31 March 2020 was Rs.2495.01 million. Consequently, Candor Gurgaon Two Developers & Projects Private Limited reversed the loss allowance of Rs.1,669.32 million. The remaining amounts recoverable of Rs.678.87 million was written off against the loss allowance.

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
37 Tax expense				
Current tax				
-for current six months/year	13.13	80.11	479.26	508.03
-for earlier years	-	239.17	(21.14)	36.20
Deferred tax charge / (credit)	(11.96)	(56.19)	240.38	(419.94)
	1.17	**263.09**	**698.50**	**124.29**

Tax expense for the year ended 31 March 2020 includes provision for tax amounting to Rs.323.43 million in relation to disallowance of settlement fees paid in earlier years (refer note 38), which is partially offset by reduction in tax expense relating to prior year consequent to amalgamation of Candor Gurgaon 2 with Candor Kolkata amounting to Rs. 150.11 Million (refer note 47). Tax expense for the year ended 31 March 2019 includes write off of deferred tax assets created on carry forward losses in one SPV due to change in shareholding amounting to Rs 258.73 million and tax impact on disallowance of expenses in SPV's amounting to Rs 232.28 million. For the year ended 31 March 2018, tax expense, consists of impact of deduction under Section 80IA in SPV's amounting to Rs 293.23 million and change in tax rate in SPVs of Rs 105.92 million.

(All amounts are in Rupees millions unless otherwise stated)

38 Contingent liabilities

Particulars	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Claims against the SPVs not acknowledged as debt in respect of Income-Tax matters (Refer note 1 below)	785.80	785.80	594.78	520.97
Claims against the SPVs not acknowledged as debt in respect of Indirect tax {VAT/Work contract/Entry tax} (Refer note 2 below)	2.67	3.97	38.11	35.43
Grand Total	**788.47**	**789.77**	**632.89**	**556.40**

Note 1	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Candor Kolkata One Hi-Tech Structures Private Limited	771.54	771.54	594.78	518.61
Shantiniketan Properties Private Limited	14.26	14.26	-	2.36
Total	**785.80**	**785.80**	**594.78**	**520.97**

Candor Kolkata One Hi-Tech Structures Private Limited has created provision for tax for earlier years amounting to Rs.323.43 million during the year ended 31 March 2020 in relation to disallowance of settlement fees paid in earlier years for termination of contract. Contingent liabilities as at 31 March 2019 and 2018 includes Rs. 323.43 million and Rs. 291.09 million in relation to this matter. Contingent liabilities as at 30 September 2020, 31 March 2020, 2019 and 2018 also includes penalty amounting to Rs.485.38 million, Rs.485.38 million, Rs. Nil and Rs. Nil respectively in relation to this matter.

Other contingencies includes Rs. 300.42 million (31 March 2020: Rs. 300.42 million, 31 March 2019: Rs. 271.35 million and 31 March 2018: Rs. 229.88 million) relating to other disallowances under the Income Tax Act, 1961.

The tax officer has set-off certain tax refund claimed in Income tax returns against these demands.

Note 2	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Shantiniketan Properties Private Limited *	2.67	3.97	38.11	35.43
Total	**2.67**	**3.97**	**38.11**	**35.43**

* SPV has given a bank guarantee of Rs. 4.81 million to Commercial tax department, Noida (U.P.) for the Assessment year 2012-13 against the demand of Rs. 9.61 million included as at 31 March 2019 and 31 March 2018.

(All amounts are in Rupees millions unless otherwise stated)

39 Commitments

Particulars	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Capital commitments (net of advances)	657.59	673.96	1,368.37	1,350.95

The SPV wise details of capital commitments are as follows:

Candor Kolkata One Hi-Tech Structures Private Limited	200.24	195.15	475.42	213.24
Shantiniketan Properties Private Limited	457.35	478.81	892.95	1,137.71
	657.59	**673.96**	**1,368.37**	**1,350.95**

Other commitments

Candor Kolkata One Hi-Tech Structures Private Limited (formerly known as "Candor Gurgaon Two Developers & Projects Private Limited"; now amalgamated in Candor Kolkata One Hi-Tech Structures Private Limited w.e.f. 01 April 2017, refer note 47) has an agreement with Gurgaon Infospace Limited (GIL). The title to the land is held by Gurgaon Infospace Limited, a third party and is not affiliated to the Candor Kolkata One Hi-Tech Structures Private Limited. Candor Kolkata One Hi-Tech Structures Private Limited has developmental rights with respect to the property pursuant to a Joint Development Agreement (JDA) with GIL entered on 16 November 2006 as amended from time to time. Under the said agreement Candor Kolkata One Hi-Tech Structures Private Limited is entitled to 72% of the gross sale receipts and deposits from the tenants arising out of the lease of the developed areas and GIL is entitled to receive balance 28%.

In supplement to earlier JDA, a new co-development agreement was entered into between GIL (the developer) and Candor Kolkata One Hi-Tech Structures Private Limited (the co-developer) on 17 September 2007 as amended from time to time under which the developer and co-developer will jointly carry out the process of installation of fit-outs & fixtures and the cost of such installation shall be shared by the developer and co-developer in the same ratio as to sharing of gross proceeds i.e. 28% and 72% respectively. This agreement is accounted as joint operations as per Ind AS 111.

(All amounts are in Rupees millions unless otherwise stated)

40 Financial instruments – Fair values and risk management
i) Financial instruments by category and fair value

The below table summarizes the judgements and estimates made in determining the fair values of the financial instruments that are (a) recognized and measured at fair value and (b) measured at amortized cost and for which fair values are disclosed in the financial statements. The Brookfield India REIT - Portfolio Companies has classified its financial instruments, which are measured at fair value, into three levels in accordance with Ind AS.

	Carrying value				Fair value			
	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
At Amortized Cost								
Financial assets								
Trade receivables #	285.43	449.02	564.92	318.40	285.43	449.02	564.92	318.40
Cash and cash equivalents #	1,011.28	3,265.42	1,325.51	1,090.31	1,011.28	3,265.42	1,325.51	1,090.31
Other bank balances #	32.67	0.52	32.00	158.67	32.67	0.52	32.00	158.67
Loans #	486.99	486.55	420.06	3,220.24	486.99	486.55	420.06	3,220.24
Other financial assets #	1,038.41	1,307.83	1,404.81	1,381.42	1,038.41	1,307.83	1,404.81	1,381.42
At FVTPL								
Financial Assets								
Other financial Assets ^	1,151.70	1,108.50	1,009.10	-	1,151.70	1,108.50	1,009.10	-
Total financial assets	**4,006.48**	**6,617.84**	**4,756.40**	**6,169.04**	**4,006.48**	**6,617.84**	**4,756.40**	**6,169.04**
At Amortized Cost								
Financial liabilities								
Liability component of compound and hybrid financial instrument %	13,015.82	13,128.08	10,866.08	1,011.89	10,993.06	12,006.57	10,866.08	1,011.89
Other borrowings # $	55,439.64	55,301.82	53,727.12	32,446.14	55,429.94	55,301.82	53,727.12	32,446.14
Trade payables #	594.88	623.83	560.84	698.09	594.88	623.83	560.84	698.09
Other financial liabilities # @	5,564.30	5,406.98	8,786.85	9,428.66	5,564.30	5,406.98	8,786.85	9,428.66
Total financial liabilities	**74,614.64**	**74,460.71**	**73,940.89**	**43,584.78**	**72,582.18**	**73,339.20**	**73,940.89**	**43,584.78**

fair value of financial assets and financial liabilities which are recognized at amortized cost has been disclosed to be same as carrying value as the carrying value approximately equals to their fair value.

$ Other borrowings include non-convertible debentures which are recognized at amortized cost amounting to Rs. 256.50 million as of 30 September 2020, the fair Value of which is Rs 246.80 million calculated as the present value of the future cash flows discounted at the current borrowing rate.

% fair value of the liability component of compound and hybrid financial instruments which are recognized at amortized cost, has been calculated at the present value of the future cash flows discounted at the current borrowing rate.

@ other financial liabilities exclude Rs. 92.06 million, Rs. 97.56 million, Rs. 97.54 million and Rs. 123.38 million as of 30 September 2020, 31 March 2020, 31 March 2019 and 31 March 2018 respectively, towards lease liabilities.

^The fair value of derivative relating to share conversion feature in 12% compulsorily convertible debentures is determined on the basis of Monte Carlo (MC) simulation method. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs. The key inputs to the MC simulation model are equity stock price of Candor Kolkata, volatility of historical stock prices of comparable companies used for determining the changes to the equity stock prices of Candor Kolkata and discount rate used for discounting future interest payments. The valuation process involves estimating equity prices of Candor Kolkata's stock for the future by running simulations of multiple scenarios because the conversion formula is based on higher of the stock price on the date of issue or on the date of conversion.

ii) Measurement of fair values
The different levels of fair value have been defined below:
Level 1: Level 1 hierarchy includes financial instruments measured using quoted prices for instance listed equity instruments, traded bonds and mutual funds that have quoted price.

Level 2: The fair value of financial instruments that are not traded in an active market (for example, traded bonds, over-the counter derivatives) is determined using valuation techniques which maximize the use of observable market data and rely as little as possible on entity-specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

There have been no valuation under Level 1 and Level 2. There has been no transfers into or out of Level 3 of the fair value hierarchy for the six months/years ended 30 September 2020, 31 March 2020, 31 March 2019 and 31 March 2018.

The Brookfield India REIT - Portfolio Companies policy is to recognize transfers into and transfers out of fair value hierarchy levels as at the end of the reporting period.

iii) Details of significant unobservable inputs

Significant unobservable inputs	Inter-relationship between significant unobservable inputs and fair value
Financial assets measured at fair value (derivative relating to share conversion feature in 12% CCD)	
Volatility Rate (30 September 2020 - 45.70% ; 31 March 2020 - 45.51% ; 31 March 2019- 43.80%)	The estimated fair value would increase (decrease) if volatility rate is higher (lower)
Discount rate (30 September 2020- 14.14% ; 31 March 2020- 12.52% ; 31 March 2019- 11.00%)	The estimated fair value would decrease (increase) if discount rate is higher (lower)

(All amounts are in Rupees millions unless otherwise stated)

iv) Sensitivity analysis of Level 3 fair values

For the fair value of derivative component of compulsorily convertible debentures, reasonably possible changes at the reporting date due to one of the significant unobservable inputs, holding other inputs constant, would have following effects:

	Profit/ (loss)	
	Increase	**Decrease**
31 March 2019		
Volatility Rate (0.5% movement)	22.40	(21.80)
Discount rate (0.5% movement)	(0.20)	0.60

	Profit/ (loss)	
	Increase	**Decrease**
31 March 2020		
Volatility Rate (0.5% movement)	25.50	(25.60)
Discount rate (0.5% movement)	(6.90)	7.30

	Profit/ (loss)	
	Increase	**Decrease**
30 September 2020		
Volatility Rate (0.5% movement)	26.60	(26.80)
Discount rate (0.5% movement)	(5.20)	5.50

v) Reconciliation of Level 3 fair values

Derivative relating to share conversion feature in 12% CCD	**Amount**
Balance as at 1 April 2018	-
Assets recognized on issue of compulsorily convertible debentures (CCD)	1,056.10
Net change in fair value - unrealized (refer note 35)	(47.00)
Balance as at 31 March 2019	**1,009.10**
Balance as at 1 April 2019	**1,009.10**
Net change in fair value - unrealized (refer note 30)	99.40
Balance as at 31 March 2020	**1,108.50**
Balance as at 1 April 2020	**1,108.50**
Net change in fair value - unrealized (refer note 30)	43.20
Balance as at 30 September 2020	**1,151.70**

(All amounts are in Rupees millions unless otherwise stated)

41 Segment reporting

a) Ind AS 108 establishes requirements to identify the operating segment and related disclosures, basis how the Chief Operating Decision Maker ('CODM') evaluates the performance and allocates resources to different segments. Based on an analysis of Brookfield India REIT structure and powers conferred to the Manager to REIT, the Governing Board of the Manager (Brookprop Management Services Private Limited) has been identified as the Chief Operating Decision Maker ('CODM'), since they are empowered for all major decisions w.r.t. the management, administration, investment, disinvestment, etc.
As the Brookfield India REIT - Portfolio Companies is primarily engaged in the business of developing and maintaining commercial real estate properties in India, CODM reviews the entire business as a single operating segment and accordingly disclosure requirements of Ind AS 108 "Operating Segments" in respect of reportable segments are not applicable.

b) Customer A represented 17.8%, 17.5%, 17.7% and 16.5% of revenues for the six months ended 30 September 2020 and years ended 31 March 2020, 31 March 2019 and 31 March 2018 respectively, Customer B represented 15.2%, 14.5%, 15.6% and 16.1% of revenues for the six months ended 30 September 2020 and years ended 31 March 2020, 31 March 2019 and 31 March 2018 respectively and Customer C represented 10.4%, 10.0%, 9.4% and 8.9% of revenues for the six months ended 30 September 2020 and years ended 31 March 2020, 31 March 2019 and 31 March 2018 respectively.

Additional financial disclosures as required under para 4 of SEBI circular CIR/IMD/DF/141/2016 dated 26 December 2016

42 Statement of Property wise rental/Operating income

S.No	Entity and Property name	Property Address	Location	Nature of Income	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
1	Candor Kolkata One Hi-Tech Structures Private Limited	Candor TechSpace IT/ITES SEZ, Dundahera, Sector-21 Gurgaon, Haryana-122016	Gurgaon	Rental income and other operating income	1,947.00	4,084.30	4,022.69	3,757.94
2	Candor Kolkata One Hi-Tech Structures Private Limited	IT/ITES SEZ, Candor TechSpace, Action Area- 1 D, New Town, Rajarhat, Kolkata-700156	Kolkata	Rental income and other operating income	1,083.42	2,246.71	2,020.61	1,860.46
3	Shantiniketan Properties Private Limited	IT/ITES Park, Candor TechSpace, Institutional Plot No B/2 - 62, Sector 62 , NOIDA, Uttar Pradesh- 201309	Noida	Rental income and other operating income	629.22	1,317.53	1,079.17	861.83
4	Festus Properties Private Limited	Kensington A and B, IT / ITES, Kensington SEZ Building, Hiranandani Business Park, Powai Mumbai, Mumbai City, Maharashtra-400076	Mumbai	Rental income and other operating income	795.89	1,616.43	1,566.69	1,512.15
5	Candor India Office Parks Private Limited	F-83, Profit Centre, Gate No. 1, Mahavir Nagar, Near Pizza Hut, Kandivali (W), Mumbai-400067	Mumbai	Property management fees	95.90	302.09	270.00	226.08
	Total				**4,551.43**	**9,567.06**	**8,959.16**	**8,218.46**

43 Earnings Per Unit (EPU)

The number of units that the Brookfield India REIT will issue to investors in the proposed Initial Public Offer is not presently ascertainable. Hence, the disclosures in respect of Earnings per unit have not been presented.

(All amounts are in Rupees millions unless otherwise stated)

44 Capitalization Statement

Particulars	**Pre-issue as at 30 September 2020**	**As adjusted for Issue***
Borrowings**	69,790.15	-
Lease Liability	92.06	-
Gross debt	69,882.21	-
Less : Cash and cash equivalents	1,011.28	-
Adjusted Net debt	68,870.93	-
Shareholders' Funds		
-Equity share capital	652.04	-
-Other equity	(25,439.82)	-
Total Shareholder's funds	(24,787.78)	-
Debt/Equity Ratio	**(2.78)**	**-**

* corresponding details post IPO are not available, hence the required disclosures in respect of the same have not been provided in the above table.

** Borrowings comprises non-current and current borrowings and current maturities of long-term debt including interest accrued.

Brookfield India REIT - Portfolio Companies
Condensed Combined Financial Statements
(All amounts are in Rupees millions unless otherwise stated)
Notes to the condensed combined financial statements

45 History of Interest and Principal payments

Particulars	**For the six months ended 30 September 2020**	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Monthly payment				
-April	560.27	307.79	354.62	497.10
-May	21,460.19	3,317.99	368.73	301.29
-June	393.93	3,074.21	369.65	310.99
-July	2,223.29	3,649.45	371.33	313.94
-August	1,439.02	264.84	372.81	369.42
-September	434.15	272.25	378.01	318.94
-October	-	261.60	384.64	2,065.58
-November	-	479.01	386.25	318.07
-December	-	2,471.81	20,263.77	320.89
-January	-	457.83	271.21	328.78
-February	-	419.19	261.51	342.30
-March	-	431.69	1,090.98	2,379.07
Total	**26,510.85**	**15,407.66**	**24,873.51**	**7,866.37**

Debt Payment History

Carrying amount of debt at the beginning of the six months/year	**69,520.66**	**69,353.63**	**39,316.38**	**37,071.23**
Additional borrowing during the six months/year*	23,212.46	8,502.77	50,303.06	6,520.63
Finance cost **(refer note below)**	3,439.53	7,129.03	4,669.65	3,612.77
Repayments during the six months/year **(refer note "a" below)**	(26,510.85)	(15,407.66)	(24,873.51)	(7,866.37)
Other adjustments/settlement **(refer note "b" below)**	128.35	(57.11)	(61.95)	(21.88)
Carrying amount of debt at the end of the six months/year	**69,790.15**	**69,520.66**	**69,353.63**	**39,316.38**
As represented by :				
Long term borrowings	68,455.45	66,688.48	61,971.52	33,458.03
Short term borrowings	-	1,603.94	2,621.68	-
Current maturities of long term debt	1,062.75	793.01	4,049.93	5,418.53
Interest accrued	271.95	435.23	710.50	439.82
Total	**69,790.15**	**69,520.66**	**69,353.63**	**39,316.38**

There are no defaults in respect of principal or interest subsisting as at the Balance sheet dates.- Refer note "a".

* Excluding equity component of compound financial instrument for the year ended 31 March 2020, including 12% compulsorily convertible debentures for the year ended 31 March 2019 (refer note 47). Further these amounts are after adjusting processing fees paid.

Notes:

a) Repayments during the year represents a line-by-line addition of monthly EMI payments/repayment of borrowings made by the SPVs to bank and financial Institutions and also include payment made to related parties.

b) Other adjustments include tax deducted at source on interest payable on inter corporate borrowings, non convertible bonds, compound instruments and hybrid financial instruments. For the six months ended 30 September 2020, it is netted off with advance interest paid on compound and hybrid financial instruments.

(All amounts are in Rupees millions unless otherwise stated)

46 Related parties and nature of the related party relationship where control exists.

I. List of related parties as per the requirements of REIT regulations as of 30 September 2020 (refer notes below)

Parties to REIT

BSREP India Office Holdings V Pte Ltd- Sponsor
Brookprop Management Services Private Limited - Manager
Axis Trustee Services Limited—Trustee

II. List of related parties as per the requirements of Ind AS 24- Related Party Disclosures

The list of related parties and their transactions given in these Condensed Combined Financial Statements are a line-by-line combination of all the SPVs in the Brookfield India REIT - Portfolio Companies subject to elimination for transactions and balances between the SPVs.

(i) Names of related parties and description of relationship

Company name	***Ultimate Holding Company***	***Holding Company***	***Fellow subsidiaries***	***Entities/ individuals which has significant influence over the Festus Properties Private Limited (till 27 May 2019)***	***KMP with whom transactions have taken place***
Candor Kolkata One Hi-Tech Structures Private Limited	Brookfield Asset Management Inc.	BSREP India Office Holdings V Pte. Ltd.	Seaview Developers Private Limited Candor Gurgaon One Realty Projects Private Limited BSREP India Office Holdings III Pte. Ltd.		Mr. Subrata Ghosh (Managing Director w.e.f 14 February 2019) Ms. Deepika Yadav (Women Director w.e.f 14 February 2019 Upto 1 August 2019) Mr. Akarsh Agarwal (Chief Financial Officer w.e.f 1 February 2019 Upto 26 September 2020) Ms. Neha Rohilla (Company Secretary w.e.f 19 September 2018 Upto 8 February 2019. Mr. Neeraj Kapoor (Company Secretary w.e.f 2 May 2019)
Shantiniketan Properties Private Limited	Brookfield Asset Management Inc.	BSREP India Office Holdings Pte. Ltd.	Candor Gurgaon One Realty Projects Private Limited		
Candor India Office Parks Private Limited	Brookfield Asset Management Inc.	BSREP Moon C 1 L.P.	Candor Gurgaon One Realty Projects Private Limited Seaview Developers Private Limited Kairos Property Managers Private Limited Technology Service Group LLC Brookprop Management Services Private Limited Mountainstar India Office Parks Private Limited		
Festus Properties Private Limited	Brookfield Asset Management Inc. (w.e.f. 27 May 2019)	Kairos Property Managers Private Limited (w.e.f. 27 May 2019) BSREP II India Office Holdings II Pte. Ltd. BSREP II India Office Holdings III Pte. Ltd. (intermediate holding company) (w.e.f. 27 May 2019)	Vrihis Properties Private Limited.(till 7 December 2017, w.e.f. 27 May 2019)	HGP Community Private Limited Kamal Niranjan Hiranandani Aardvark Constructions LLP Aardvark Properties Infrastructure LLP Armadillo Constructions LLP Armadillo Properties LLP Aardvark Realty LLP Alka Bhatia Hiranandani Armadillo Realty LLP Porus Developers Pvt Ltd	

(All amounts are in Rupees millions unless otherwise stated)

46 II (ii) Related party transactions:

Nature of transaction/ Entity's Name	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Sale of services-Property management fee (excluding GST/ST)				
Kairos Property Managers Private Limited	-	-	-	42.00
Candor Gurgaon One Realty Projects Private Limited	47.68	135.73	123.87	83.51
Seaview Developers Private Limited	48.22	166.37	146.13	100.57
Interest on liability component of compound financial instrument				
BSREP India Office Holdings V Pte. Ltd.	5.33	8.96	9.08	9.16
BSREP India Office Holdings Pte. Ltd.	78.80	168.54	161.91	165.50
BSREP II India Office Holdings II Pte. Ltd.	213.73	150.42	-	-
Interest expense on Compulsorily convertible debentures				
BSREP India Office Holdings III Pte. Ltd.	514.58	1,084.65	254.87	-
12% compulsorily convertible debentures issued				
BSREP India Office Holdings III Pte. Ltd.	-	-	10,100.00	-
Capital reserve on fair valuation of embedded derivative in 12% compulsorily convertible debentures				
BSREP India Office Holdings III Pte. Ltd.	-	-	1,379.85	-
Equity component of compound financial instrument issued during the year(net of tax)				
BSREP II India Office Holdings II Pte. Ltd.	-	2,367.12	-	-
Payment of Liability component of compound financial instrument				
BSREP India Office Holdings V Pte. Ltd.	0.62	3.52	2.43	2.08
BSREP India Office Holdings Pte. Ltd.	23.05	52.01	41.49	35.47
Liability component of compound financial instrument issued during the year				
BSREP II India Office Holdings II Pte. Ltd.	-	1,232.88	-	-
12% Unsecured Non convertible debentures issued				
BSREP II India Office Holdings III Pte. Ltd.	256.00	-	-	-
Interest on 12% Unsecured Non convertible debentures issued				
BSREP II India Office Holdings III Pte. Ltd.	0.59	-	-	-
Dividend paid				
BSREP India Office Holdings V Pte. Ltd.	1,521.46	-	-	1,521.46
BSREP India Office Holdings III Pte. Ltd.	-	-	-	1,174.01
BSREP Moon C 1 L.P.	330.05	-	-	233.56
BSREP Moon C 2 L.P.	0.11	-	-	-
BSREP Moon C 3 L.P.	0.08	-	-	-
BSREP Moon C 4 L.P.	0.08	-	-	-
BSREP Moon C 5 L.P.	0.08	-	-	-
BSREP Moon C 6 L.P.	0.08	-	-	-
Reimbursement of expense incurred on behalf of				
Kairos Property Managers Private Limited	-	-	-	4.66
Candor Gurgaon One Realty Projects Private Limited	1.44	9.57	10.29	5.53
Seaview Developers Private Limited	1.38	9.22	10.17	5.53
Reimbursement of expense incurred by				
Brookprop Management Services Private Limited	2.57	15.70	5.87	-
Candor Gurgaon One Realty Projects Private Limited	-	-	0.13	-
Kairos Property Managers Private Limited	4.70	3.20	-	-
Inter corporate deposits refunded				
Candor Gurgaon One Realty Projects Private Limited	-	-	-	18.47
Vrihis Properties Private Limited	1,603.94	90.00	-	-
Inter corporate deposit received back				
Candor Gurgaon One Realty Projects Private Limited	-	-	1,369.99	100.27
Seaview Developers Private Limited	-	-	1,420.56	164.60
Inter corporate deposit given				
Seaview Developers Private Limited	-	-	-	270.00
Candor Gurgaon One Realty Projects Private Limited	-	-	80.00	-
Inter corporate deposit received				
Vrihis Properties Private Limited	-	750.00	-	-
Interest income on inter corporate deposit				
Candor Gurgaon One Realty Projects Private Limited	-	-	101.68	151.09
Seaview Developers Private Limited	-	-	128.68	152.90
Interest expenses on inter corporate deposit				
Candor Gurgaon One Realty Projects Private Limited	-	-	-	0.12
Vrihis Properties Private Limited	50.62	138.51	-	-

(All amounts are in Rupees millions unless otherwise stated)

Nature of transaction/ Entity's Name	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Interest expense on Security Deposits received				
Kairos Property Managers Private Limited	-	21.32	-	-
Internet & Connectivity Charges				
Technology Service Group LLC	5.59	50.89	44.51	25.42
Property management fees				
Brookprop Management Services Private Limited	99.88	204.75	195.00	-
Kairos Property Managers Private Limited	40.36	69.93	-	-
Compensation to key management personnel				
Short-term employee benefits	7.28	11.34	1.19	-
Post-employment benefits	0.17	0.29	0.33	-
Other long-term benefits	0.33	0.45	-	-
Share capital and securities premium				
Kairos Property Managers Private Limited	-	250.00	-	-
Security deposit refunded				
Kairos Property Managers Private Limited	-	250.00	-	-
Candor Gurgaon One Realty Projects Private Limited	4.57	-	-	-
Seaview Developers Private Limited	7.43	-	-	-
Security deposit				
HGP Community Private Limited	-	-	250.00	-
Provision for Gratuity and compensated absences transfer				
Mountainstar India Office Parks Private Limited	6.95	-	-	-
Share issued during the six months/year				
Kamal Niranjan Hiranandani	-	-	40.00	-
Aardvark Constructions LLP	-	-	40.00	-
Aardvark Properties Infrastructure LLP	-	-	40.00	-
Armadillo Constructions LLP	-	-	40.00	-
Armadillo Properties LLP	-	-	40.00	-
Aardvark Realty LLP	-	-	78.00	-
Alka Bhatia Hiranandani	-	-	40.00	-
Armadillo Realty LLP	-	-	78.00	-
Porus Developers Pvt Ltd	-	-	4.00	-
BSREP Moon C 1 L.P.*	0.00	-	-	-
BSREP Moon C 2 L.P.*	0.00	-	-	-
BSREP Moon C 3 L.P.*	0.00	-	-	-
BSREP Moon C 4 L.P.*	0.00	-	-	-
BSREP Moon C 5 L.P.*	0.00	-	-	-
BSREP Moon C 6 L.P.*	0.00	-	-	-

* Subsequently these shares have been transferred to BSREP India Office Holdings Pte. Ltd.

Outstanding balances	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Interest accrued but not due on unsecured compulsorily convertible debentures				
BSREP India Office Holdings Pte. Ltd.	-	187.46	172.89	-
BSREP India Office Holdings V Pte. Ltd.	-	10.61	9.78	-
BSREP II India Office Holdings II Pte. Ltd.	271.95	90.71	-	-
Liability component of compound financial instrument				
BSREP India Office Holdings V Pte. Ltd.	47.15	47.77	51.29	53.72
BSREP India Office Holdings Pte. Ltd.	841.62	864.67	916.68	958.17
BSREP II India Office Holdings II Pte. Ltd.	1,232.88	1,232.88	-	-
12% Compulsorily Convertible Debentures				
BSREP India Office Holdings III Pte. Ltd.	10,894.17	10,982.76	9,898.11	-
12% unsecured non convertible debentures				
BSREP II India Office Holdings III Pte. Ltd.	256.50	-	-	-
Security deposit payable - Property Management fee				
Candor Gurgaon One Realty Projects Private Limited	-	4.57	4.57	4.57
Seaview Developers Private Limited	-	7.43	7.43	7.43
Inter Corporate Deposit payable				
Vrihis Properties Private Limited	-	1,603.94	-	-
Inter Corporate Deposit receivable				
Candor Gurgaon One Realty Projects Private Limited	-	-	-	1,289.99
Seaview Developers Private Limited	-	-	-	1,420.56
Interest accrued but not due on inter corporate deposits				
Vrihis Properties Private Limited	-	137.48	-	-
Interest receivable on Inter Corporate Deposit				
Candor Gurgaon One Realty Projects Private Limited	-	-	-	24.05
Seaview Developers Private Limited	-	-	-	320.00

(All amounts are in Rupees millions unless otherwise stated)

Outstanding balances	As at 30 September 2020	As at 31 March 2020	As at 31 March 2019	As at 31 March 2018
Trade receivables				
Kairos Property Managers Private Limited	-	-	-	4.89
Candor Gurgaon One Realty Projects Private Limited	-	5.08	97.15	74.32
Seaview Developers Private Limited	-	138.17	143.65	57.61
Other receivables				
Seaview Developers Private Limited	-	8.22	-	-
Trade Payable				
Technology Service Group LLC	-	-	13.76	20.19
Brookprop Management Services Private Limited	-	-	37.35	-
Kairos Property Managers Private Limited	0.53	2.43	-	-
Other Payable				
HGP Community Private Limited	-	-	8.80	8.75
Other Current Assets				
Kairos Property Managers Private Limited	-	0.19	-	-
Vendor Advance-Others (net of withholding tax)				
Technology Service Group LLC	22.99	28.04	-	-
Brookprop Management Services Private Limited	-	1.67	-	-
Security deposit				
HGP Community Private Limited	-	-	250.00	-
Prepaid expenses				
BSREP India Office Holdings V Pte. Limited	1.75	-	-	-
BSREP India Office Holdings III Pte. Limited	195.43	-	-	-
BSREP India Office Holdings Pte. Limited	30.90	-	-	-

47 Effective 08 January 2019, Candor Kolkata One Hi-Tech Structures Private Limited (Candor Kolkata) had acquired 99.99% of issued and paid up equity share capital of Candor Gurgaon Two Developers & Projects Private Limited (Candor Gurgaon 2) from BSREP India Office Holdings III Pte Ltd. at a purchase consideration of Rs. 30,500 million as detailed below:

i. Cash consideration of Rs. 20,400 million for acquiring 39,094 equity shares constituting approximately 66.89% of issued and paid up capital of Candor Gurgaon 2; and

ii. issuance of up to 45,535 unsecured unlisted Compulsorily Convertible Debentures (“CCDs”) having face value of Rs. 221,807.40 each aggregating up to Rs. 10,100 million to the BSREP India Office Holdings III Pte Ltd for acquiring 19,355 equity shares constituting approximately 33.10% of issued and paid up capital of Candor Gurgaon 2.

During the year ended 31 March 2019, the Board of Directors of the Candor Gurgaon 2 and Candor Kolkata, pursuant to sections 230 - 232 of the Companies Act 2013, proposed the amalgamation of Candor Gurgaon 2 into Candor Kolkata with 09 January 2019 as the appointed date. Accordingly, an application (Scheme of amalgamation) to that effect was filed with the National Company Law Tribunal, Mumbai Bench ("NCLT") on 07 February 2019. The Scheme was approved by National Company Law Tribunal, Mumbai Bench ("NCLT") vide its order dated 08 August 2019 read with order dated 14 November 2019 and by the Registrar of Companies on 04 May 2020.

In accordance with Appendix C of Ind AS 103, the amalgamation of Candor Gurgaon 2 with Candor Kolkata has been accounted using pooling of interest method. Accordingly, the financial information in the Special purpose condensed financial statements in respect of prior periods have been presented as if amalgamation had occurred with effect from 01 April 2017. The carrying value of investments in books of accounts of Candor Kolkata in respect of Candor Gurgaon 2, net of face value of equity share capital of Candor Gurgaon 2, has been debited to amalgamation adjustment account. Contractual liability, equal to the amount of the purchase consideration as mentioned above has been created as on 1 April 2017. 12 equity shares of Rs. 10 each required to be issued to share-holders of Candor Gurgaon 2 has been presented as share pending issuance in Combined Statement of changes in equity as at 1 April 2017. Subsequently, during the year ended 31 March 2019, the contractual liability has been settled through purchase consideration as mentioned above. Further, on 10 June 2020, Candor Kolkata has allotted equity shares to other shareholder of Candor Gurgaon 2 in accordance with the approved scheme.

Consequent to scheme of amalgamation, shares of Candor Gurgaon 2 held by Candor Kolkata stands cancelled and extinguished. Further, Candor Kolkata was required to issue and allot 2.35 equity share of Rs. 10 each, fully paid up for every 1 equity share of Rs.10 each held by share-holders of Candor Gurgaon 2 (excluding the shares already held by Candor Kolkata in Candor Gurgaon 2), which shall be rounded off to the nearest integer.

Summary of assets and liabilities acquired as a result of the above mentioned acquisition is as given below:

Net assets acquired

	Particulars	**Rs. (in Million)**	**Rs. (in Million)**
A)	**Asset acquired on 1 April 2017**		
	Property, plant and equipment		36.79
	Investment property		9,541.86
	Financial assets		
	Loans		60.95
	Other financial assets		89.97
	Income tax assets (net)		506.38
	Other non-current assets		21.34
	Current Financial assets		
	Trade receivables	34.71	
	Cash and cash equivalents	1,095.21	
	Loans	3,975.93	
	Other financial assets	131.26	5,237.11
	Other current assets		68.57
	Sub-total (A)		**15,562.97**
B)	**Other Equity and Liabilities assumed on 1 April 2017**		
	Other Equity		
	Retained earnings	1,198.72	
	Securities premium	188.78	
	Others	0.06	1,387.56
	Non-current liabilities		
	Financial liabilities		
	Borrowings	11,148.61	
	Other financial liabilities	528.76	11,677.37
	Deferred tax liabilities (net)		23.72
	Other non-current liabilities		122.73
	Current financial liabilities		
	Trade payables	256.07	
	Other financial liabilities	1,332.86	1,588.93
	Other current liabilities		762.08
	Sub-total (B)		**15,562.39**
	Net assets acquired [(A)-(B)]= (C)		0.58
	Less: Contractual Liability (D)		
	-Payable in cash	20,400.00	
	-CCDs to be issued	10,100.00	
	-Shares to be issued (12 Equity shares of Rs.10 each)	0.00	30,500.00
	Amount transferred to amalgamation adjustment account [(C)-(D)]		**(30,499.42)**

48 During earlier years, Shantiniketan Properties Private Limited had placed certain fixed deposits with Canara Bank Limited (the "Bank") having outstanding amount of Rs. 224.22 million as at 01 April 2017. During the FY 2017-18 the bank has unilaterally without consent or intimation to the Company, deducted/appropriated certain fixed deposits amounting to Rs 74.74 million. The Company based on the legal opinion, has challenged this unilateral action of the bank and filed a legal case. Accordingly, the amount of Rs. 74.74 million was classified as short term loans and advances as at 31 March 2018.
During the FY 2018-19, Canara bank filed an application with the court for dismissal of the suit due to non-joinder of Unitech Ltd. as necessary party to the litigation. Also, Canara bank has submitted necessary documents to substantiate its claim. After due deliberations and seeking revised legal opinion based on the evidences submitted by the Canara bank, management has withdrawn the litigation proceedings and executed a settlement agreement with Canara bank, wherein, all the rights towards the total fixed deposits amounting Rs. 224.22 million has been relinquished. Accordingly, the Company has written off the fixed deposits, short term loans and advances, TDS recoverable and interest accrued Rs.158.55 million, Rs.77.13 million, Rs. 237 (in absolute) and Rs.2.08 million respectively.

49 Festus Properties Private Limited ("Festus" or "Demerged Undertaking") was demerged from HGP Community Private Limited ("HGP" or "Demerged Company") by a Scheme of Arrangement (Scheme) sanctioned by the National Company Law Tribunal, Mumbai Bench, vide an order dated 24 August 2018 (NCLT order), with an appointed date of 1 January 2017.

Pursuant to the aforesaid NCLT order and Scheme, the assets, liabilities (including contingent liabilities) related to the Demerged Undertaking was transferred to Festus with effect from the appointed date. Further, the Company has allotted 40 million shares of Rs. 10 each on 15 October 2018 to the shareholders of HGP with effect from 24 August 2018, being the record date fixed in accordance with the aforesaid Scheme of arrangement.

In accordance with aforesaid NCLT order and Scheme, Festus has recorded its assets and liabilities at the book values as appearing in the books of Demerged Company, at the close of the business day immediately preceding the appointed date. Further, the difference between the amounts credited to share capital account on issuance of shares to HGP and the book value of net assets acquired has been credited to capital reserve.

Summary of assets and liabilities in accordance with the previous GAAP (the accounting principles generally accepted in India, including the Accounting Standards specified under section 133 of the Companies Act, 2013), as at 1 January 2017 (the appointed date), acquired by Festus as a result of the above mentioned demerger is as given below:

Particulars	**Rs. (in Million)**
Assets acquired on 1 January 2017	
Fixed Assets	18,466.56
Cash and bank Balances	290.16
Other assets	68.38
	18,825.10
Liabilities assumed on 1 January 2017	
Borrowings	16,355.33
Trade payables	116.39
Other liabilities	1,299.00
	17,770.72
Excess of Assets over Liabilities (A)	**1,054.38**
Equity Shares Issued (B)	400.00
Capital Reserve (A - B)	**654.38**

(All amounts are in Rupees millions unless otherwise stated)

50 Uncertainty relating to the global health pandemic on COVID-19:
The Brookfield India REIT - Portfolio Companies has considered the possible effects that may result from the pandemic relating to COVID-19 on revenue recognition, the carrying amounts of investment property (including under development), property, plant and equipment, receivables and unbilled revenues. In developing the assumptions relating to the possible future uncertainties in the Indian economic conditions because of this pandemic, the Brookfield India REIT - Portfolio Companies, as at the date of approval of these Special Purpose Condensed Combined Financial Statements has used internal and external sources of information including reports on fair valuation of investment properties from property consultants, economic forecast and other information from market sources on the expected future performance of the Brookfield India REIT - Portfolio Companies. Based on this analysis, the Brookfield India REIT - Portfolio Companies expects the carrying amount of these assets, as reflected in the Special Purpose Condensed Combined Balance Sheet as at 30 September 2020, will be recovered.

In determining the fair values for investment properties in statement of net assets at fair value, the Brookfield India REIT - Portfolio Companies with the help of management / valuation experts, have performed analysis of expected scenarios which are anticipated to occur over the near and mid-term period on input assumptions including market rent, vacancy rates, capitalization rates and discount rates and represent the best estimate based on internal and external sources of information on the reporting date.

Additionally, the Brookfield India REIT - Portfolio Companies has also estimated the future cash flows (which includes unutilized committed funding facilities) after considering the possible effects that may result from the COVID-19 pandemic and does not foresee any adverse impact on realizing its assets and in meeting its liabilities as and when they fall due.

The impact of COVID-19 on the Brookfield India REIT - Portfolio Companies Special Purpose Condensed Combined Financial Statements may differ from that estimated as at the date of approval of these Special Purpose Condensed Combined Financial Statements.

51 Disclosure pursuant to amendment to Ind AS 7 (Cash flow statement):

Particulars	For the six months ended 30 September 2020	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2018
Opening balance (Debts & Lease liability)	**69,618.22**	**69,451.17**	**39,439.76**	**37,194.68**
Cash movement				
Additional borrowing during the six months/year	23,336.00	10,890.77	40,951.73	6,554.10
Repayment during the six months/year	(22,727.26)	(9,268.32)	(20,869.36)	(4,442.12)
Finance cost paid during the six months/year*	(3,754.46)	(6,223.91)	(4,376.27)	(3,490.63)
Repayment of lease liabilities	(11.02)	(11.02)	(11.86)	(14.43)
Non cash movement				
Finance cost (accrued) refer note 33 **	3,506.65	7,323.69	4,849.50	3,787.42
Other non cash changes in finance cost ***	(85.92)	(2,544.16)	(607.38)	(149.26)
12% Compulsorily Convertible Debentures swap (refer note 47)	-	-	10,100.00	-
Lease liability reversed	-	-	(24.95)	-
Closing balance (Debts & Lease liability)	**69,882.21**	**69,618.22**	**69,451.17**	**39,439.76**

* Excludes Rs. 228.08 million paid towards advance interest on compound and hybrid financial instruments for the six months ended 30 September 2020.
** includes interest accrued on account of amortization of security deposits and retention money.
*** Including equity component of compound financial instrument for the year ended 31 March 2020, including capital reserve created on 12% compulsorily convertible debentures for the year ended 31 March 2019. Further these amounts include interest accrued on account of amortization of security deposits and retention money.

52 Subsequent events

Subsequent to the balance sheet date, on 01 December 2020:

(a) Candor Kolkata in accordance with provisions of the Companies Act, 2013, terms and conditions of debenture subscription agreement and Board approval, converted 1,024 Compulsorily Convertible Debentures (compound financial instruments/CCDs), issued to BSREP India Office Holdings V Pte Ltd., into equivalent number of equity shares of Rs. 10 each fully paid up, aggregating to Rs. 72.82 million (including premium of Rs. 72.81 million).

(b) SPPL Noida in accordance with provisions of the Companies Act, 2013, terms and conditions of debenture subscription agreement and Board approval, converted 12,87,40,170 Compulsorily Convertible Debentures (compound financial instruments/CCDs), issued to BSREP India Office Holdings Pte Ltd., into equivalent number of equity shares of Rs. 10 each fully paid up, aggregating to Rs. 1,287.40 million .

(c) Festus in accordance with provisions of the Companies Act, 2013, terms and conditions of debenture subscription agreement and Board approval, converted 3,60,00,000 Compulsorily Convertible Debentures (compound financial instruments/CCDs) along with interest accrued and unpaid thereon on the date of conversion, issued to BSREP II India Office Holdings II Pte Ltd., into equity shares of Rs. 10 each fully paid up, aggregating to Rs. 4,146.31 million .

53 "0" Represents value less than Rs. 0.01 million.

For and on behalf of the REIT Offer Committee of the Board of Directors of
Brookprop Management Services Private Limited
(as Manager to the Brookfield India REIT)

Ankur Gupta	**Anuj Ranjan**
Director	Director
DIN No. 08687570	DIN No. 02566449
Place: Mumbai	Place: Dubai
Date: 16 January 2021	Date: 16 January 2021

FINANCIAL INFORMATION OF OUR SPONSOR

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BSREP INDIA OFFICE HOLDINGS V PTE. LTD.

STATEMENT OF FINANCIAL POSITION
December 31, 2019

	Note	2019	2018	2017
		US$	US$	US$
ASSETS				
Current assets				
Cash and cash equivalents	6	434,951	1,278	72,125
Other receivables	7	144,960	129,798	87,367
Total current assets		579,911	131,076	159,492
Non-current asset				
Investment in subsidiary	8	72,515,809	72,515,809	72,515,809
Total assets		73,095,720	72,646,885	72,675,301
LIABILITIES AND EQUITY				
Current liabilities				
Trade payables	9	40,329	158,899	150,611
Other payables	10	44,378	36,209	29,730
Total current liabilities		84,707	195,108	180,341
Equity				
Share capital	11	69,899,532	69,200,423	68,929,774
Accumulated profits		3,111,481	3,251,354	3,565,186
Total equity		73,011,013	72,451,777	72,494,960
Total liabilities and equity		73,095,720	72,646,885	72,675,301

BSREP INDIA OFFICE HOLDINGS V PTE. LTD.

STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
Year ended December 31, 2019

	Note	2019	2018	2017
		US$	US$	US$
Revenue	12	177,777	165,007	23,867,126
Other operating income		184	285	20,837
Other operating expenses	13	(291,167)	(368,848)	(215,622)
(Loss) Profit before income tax		(113,206)	(203,556)	23,672,341
Income tax expense	14	(26,667)	(24,749)	(26,649)
(Loss) Profit for the year, representing total comprehensive (loss) income for the year		(139,873)	(228,305)	23,645,692

FINANCIAL INFORMATION OF OUR MANAGER

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Brookprop Management Services Private Limited

Summary Balance Sheet Information

(Prepared in accordance with Ind AS)

(₹ in million)

Particulars	As at 31 March 2020	As at 31 March 2019
ASSETS		
Non-current assets		
Property, plant and equipment	1.92	0.17
Non - Current tax assets (net)	36.85	0.63
Deferred tax assets(net)	14.73	11.11
Total non-current assets	**53.50**	**11.91**
Current assets		
Financial assets		
Trade receivables	81.03	65.98
Cash and cash equivalents	133.24	113.64
Other financial assets	29.36	0.03
Other current assets	19.86	2.01
Total current assets	**263.49**	**181.66**
TOTAL ASSETS	**316.99**	**193.57**
EQUITY AND LIABILITIES		
Equity		
Equity share capital	10.00	10.00
Other equity	70.53	59.50
Total equity	**80.53**	**69.50**
Non-current liabilities		
Long term provisions	16.40	10.82
Total non-current liabilities	**16.40**	**10.82**
Current liabilities		
Financial liabilities		
Trade payables		
Total outstanding dues of micro enterprises and small enterprises	-	-
Total outstanding dues of creditors other than micro enterprises and small enterprises	62.75	5.68
Other financial liabilities	92.36	69.87
Other current liabilities	58.89	33.89
Short term provisions	6.06	3.81
Total current liabilities	**220.06**	**113.25**
Total liabilities	**236.46**	**124.07**
TOTAL EQUITY AND LIABILITIES	**316.99**	**193.57**

Summary Statement of Profit and Loss Information
(Prepared in accordance with Ind AS)

(₹ in million)

Particulars	For the year ended 31 March 2020	For the Period 21 March, 2018 to 31 March, 2019
Income		
Revenue from operations	455.69	351.94
Other income	4.11	1.80
Total income	**459.80**	**353.74**
Expenses		
Employee benefits expense	360.51	259.18
Depreciation expense	0.37	0.03
Other expenses	82.12	10.12
Total expenses	**443.00**	**269.33**
Profit before tax	**16.80**	**84.41**
Tax expense:		
Current tax	9.99	35.55
Deferred tax	(3.78)	(10.97)
Profit after tax	**10.59**	**59.83**
Other comprehensive income/ (loss)		
Items that will not be reclassified to profit or loss		
- Remeasurement of defined benefit obligations	0.59	(0.47)
- Income tax related to items that will not be reclassified to profit or loss	(0.15)	0.14
Total other comprehensive income / (loss)	**0.44**	**(0.33)**
Total comprehensive income for the year/period	**11.03**	**59.50**
Earnings per equity share (Face value INR 10)		
Basic/dilutive (in INR)	10.59	64.23

SUMMARY VALUATION REPORT

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Summary Valuation Report:
Portfolio of Brookfield India Real Estate Trust

Date of Valuation: 30 September 2020
Date of Report: 13 January 2021

Submitted to:
Brookprop Management Services Private Limited

Disclaimer

This report is prepared exclusively for the benefit and use of Brookprop Management Services Private Limited ("Brookprop" or the "Recipient" or the "Company" or the "Manager") and / or its associates and other than publication in offering document(s), advertisement related material, presentations, research reports, publicity materials, press releases prepared in connection with the proposed initial public offering of the units of Brookfield India Real Estate Trust ("Brookfield India REIT") does not carry any right of publication or disclosure to any other party. Brookprop as the Manager to Brookfield India REIT, a Real Estate Investment Trust under the Securities and Exchanges Board of India (Real Estate Investment Trust), 2014 and amended till date ("SEBI (REIT) Regulations"). The Company may share the report with its appointed advisors for any statutory or reporting requirements, in connection with the proposed initial offering of units by Brookfield India REIT. Neither this report nor any of its contents may be used for any other purpose other than the purpose as agreed upon in the Letter of Engagement ("LOE") dated 1 November 2019 without the prior written consent of the Valuer.

The information in this report reflects prevailing conditions and the view of the Valuer as of its date, all of which are, subject to change. In preparation of this report, the accuracy and completeness of information shared by the Company has been relied upon and assumed, without independent verification, while applying reasonable professional judgment by the Valuer.

This report has been prepared upon the express understanding that it will be used only for the purposes set out in the LOE dated 1 November 2019. The Valuer is under no obligation to provide the Recipient with access to any additional information with respect to this report unless required by any prevailing law, rule, statute or regulation.

This report should not be deemed an indication of the state of affairs of the real estate financing industry nor shall it constitute an indication that there has been no change in the business or state of affairs of the industry since the date of preparation of this document.

Contents

1 Instruction

1.1 Instructing Party

Brookprop (hereinafter referred to as the **"Instructing Party**" or the **"Client**"), in its capacity as the Manager of the Brookfield India REIT, has appointed Mr. Shubhendu Saha, MRICS, registered as a valuer with the Insolvency and Bankruptcy Board of India (IBBI) for the asset class Land and Building under the provisions of the Companies (Registered Valuers and Valuation) Rules, 2017 (hereinafter referred to as the "**Valuer**") to undertake the valuation of office properties located across Gurugram, Noida, Kolkata and Mumbai (together herein referred as "**Subject Properties**" mentioned below).

S.no	Asset	Location	City	Type	REIT Ownership
		REIT Portfolio			
1	Candor Techspace G2	Sector 21	Gurugram	IT/ITes SEZ	100% [1]
2	Candor Techspace N1	Sector 62	Noida	IT/ITes Park	100%
3	Candor Techspace K1	New Town Rajarhat	Kolkata	IT/ITes SEZ	100%
4	Kensington	Powai	Mumbai	IT/ITes SEZ	100%

***1.** Property has a 28% JDA interest structured as a revenue share to the landowner.*

The exercise has been carried out in accordance with the instructions (Caveats & Limitations) detailed in Section 1.7 of this report. The extent of professional liability towards the Client is also outlined within these instructions.

1.2 Purpose and Date of Valuation

It is understood the purpose of this valuation exercise is for the initial public offering of the Brookfield India REIT under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 [SEBI (REIT) Regulations], as amended, together with circulars, clarifications, guidelines and notifications issued thereunder by SEBI.

With respect to the aforementioned initial public offering, this valuation summary ("**Summary Valuation Report**") is intended to be included in the offer document to be filed by the Brookfield India REIT with SEBI and the stock exchanges where the units of the Brookfield India REIT are intended to be listed. Additionally, any other relevant documents for the initial public offering such as publicity material, research reports, presentation and press releases may also contain this report or any part thereof. This Summary Valuation Report is a summary of the "Valuation Reports" dated 13 January 2021 issued by Mr. Shubhendu Saha.

1.3 Reliant Parties

The Reliant Parties would mean Brookprop, Brookfield India REIT and their unitholders and Axis Trustee Services Limited ("**Trustee**"). The reliance on this report is extended to the Reliant Parties for the purpose as highlighted in this Summary Valuation Report. The auditors, lawyers and book running lead managers, would be extended reliance by the Valuer but would not be liable to such parties, except in case of gross negligence and wilful misconduct by the Valuer.

The valuation exercise is conducted strictly and only for the use of the Reliant Parties and for the purpose specifically stated. The Instructing Party shall make all reliant parties aware of the terms and conditions of the agreement under which this exercise is being undertaken and take due acknowledgements to the same effect.

1.4 Limitation of Liability

- The Valuer has provided the services exercising due care and skill but does not accept any legal liability arising from negligence or otherwise to any person in relation to possible environmental site contamination or any failure to comply with environmental legislation, which may affect the value of the properties. Further, the Valuer shall not accept liability for any errors, misstatements, omissions in the report caused due to false, misleading or incomplete information or documentation provided to him by the Instructing Party.

- The Valuer's maximum aggregate liability for claims arising out of or in connection with the Valuation, under this contract shall not exceed the professional indemnity insurance obtained by him. As on the date of Letter of Engagement ("**LOE**") and this report the professional indemnity insurance maintained by the Valuer is for INR 50 Million (Indian Rupees Fifty Million).
- In the event that any of the BSREP India Holdings V Pte. Ltd (the "Sponsor"), Manager, Trustee, Brookfield India REIT or the book running lead managers, or other intermediaries appointed in connection with the initial public offering be subject to any claim ("**Claim Parties**") in connection with, arising out of or attributable to the Valuation, the Claim Parties will be entitled to require the Valuer, to be a necessary party/ respondent to such claim and the Valuer shall not object to his inclusion as a necessary party/ respondent. However, the legal cost with respect to appointment of lawyers by the Valuer as a respondent/ defendant shall be borne by the Client. If the Valuer, as the case may be, does not co-operate to be named as a necessary party/ respondent to such claims or co-operate in providing adequate/ successful defence in defending such claims, the Claim Parties jointly or severally will be entitled to initiate a separate claim against the Valuer in this regard and his liability shall extend to the value of the claims, losses, penalties, costs and liabilities incurred by the Claim Parties.
- The Valuer is neither responsible for any legal due diligence, title search, zoning check, development permissions and physical measurements nor undertake any verification/validation of the zoning regulations/development controls etc.

1.5 Professional Competency of the Valuer

Mr. Shubhendu Saha, the Valuer for the Subject Property is registered as a valuer with IBBI for the asset class Land and Building under the provisions of The Companies (Registered Valuers and Valuation) Rules, 2017 since 15 May 2019. He completed his Bachelor's in Planning from the School of Planning and Architecture, New Delhi in 1997 and Master's in Management Studies from Motilal Nehru National Institute of Technology, Allahabad in 1999.

Mr. Saha has more than 20 years of experience in the domain of urban infrastructure and real estate advisory. From 2009 to 2015, he was the national practice head of Valuation Advisory services of DTZ International Property Advisers Private limited (now known as Cushman and Wakefield Property Advisers Private Limited), a leading International Property Consulting firm in India. He also led the business solutions and consulting services for the property management business of Cushman and Wakefield India Private Limited from 2015 to 2017. In early part of his career, he worked with renowned organisations like ICRA Limited, Copal Research (now known as Moody's Analytics) and National Council of Applied Economic Research. His last employment was with PwC as Director Real Estate Advisory before he started his practice as an independent valuer.

As the leader of valuation services business at DTZ, Mr. Saha authored India specific guidelines of the RICS Valuation Standards ("Red Book") for financial accounting, taxation and development land, which became part of the 7th edition of Red Book. He is the first registered valuer under the provisions of the Companies (Registered Valuers and Valuation) Rules, 2017 to undertake the valuation of REIT assets for an IPO. Mr. Saha also led the valuation of India's first listed portfolio of healthcare assets at Singapore Stock Exchange as a Business Trust and led numerous valuation exercises for multiple private equity funds, real estate funds, financial institutions, developers and corporates across asset classes of commercial, retail, residential and hospitality. His clientele includes, Mindspace REIT, Embassy REIT, Air India, HDFC, Religare Health Trust, Duet

Hotels, DLF, RMZ, K Raheja Corp, Embassy Group, Citibank, Tishman Speyer, IL&FS, HSBC, IDFC, Ascendas India etc.

1.6 Disclosures

The Valuer declares and certifies that:

- He is eligible to be appointed as a valuer in terms of Regulation 2(1)(zz) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 along with SEBI (REIT) (Amendment) Regulations, 2016 with the valuation exercise having been conducted and valuation report prepared in accordance with aforementioned regulations.
- He is not an associate of the Sponsor, the Instructing Party or the Trustee for the Brookfield India REIT.
- He is registered with IBBI as registered valuer for asset class Land and Building under the provisions of the Companies (Registered Valuer and Valuation) Rules, 2017.
- He has more than a decade's experience in leading large real estate valuation exercises comprising investment portfolios of various real estate funds, trusts and corporates comprising diverse assets like residential projects, retail developments, commercial office buildings, townships, industrial facilities, data centres, hotels, healthcare facilities and vacant land and therefore has adequate experience and qualification to perform property valuations at all times.
- He has not been involved in acquisition or disposal within the last twelve months of any of the properties valued under this summary valuation report.
- He has educational qualifications, professional knowledge and skill to provide competent professional services.
- He has adequate experience and qualification to perform property valuation and is assisted by sufficient key personnel who have the adequate experience and qualification to perform property valuation.
- He is not financially insolvent and has access to financial resources to conduct his practice effectively and meet his liabilities.
- He has ensured that adequate and robust internal controls are in place to ensure the integrity of the Valuation Report.
- He is aware of all statutes, laws, regulations and rules relevant to this valuation exercise.
- He has conducted the valuation exercise without any influence, coercion or bias and in doing so rendered high standards of service, ensured due care, and exercised due diligence and professional judgment.
- He has acted independently and with objectivity and impartiality in conducting this valuation exercise.
- The valuation exercise that has been undertaken is impartial, true and to his best understanding and knowledge, fair and in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 along with subsequent amendments.
- He or any of his employees involved in valuing the assets of the Brookfield India REIT have not invested nor shall invest in the units of Brookfield India REIT or in securities of any of the Subject Properties being valued till the time he is designated as the Valuer and not less than six months after ceasing to be the Valuer of the Brookfield India REIT.
- He has discharged his duties towards Brookfield India REIT in an efficient and competent manner, utilising his professional knowledge, skill and experience in best possible way to conduct the valuation exercise.
- He has conducted the valuation of the Subject Properties with transparency and fairness and rendered, at all times, high standards of service, exercise due diligence, ensure proper care and exercised independent professional judgment.

- He has not and shall not accept any remuneration, in any form, for conducting valuation of any of the Subject Properties of Brookfield India REIT from any person or entity other than Brookfield India REIT or its authorised representatives.
- He has no existing or planned future interest in the Client, Trustee, Manager, Brookfield India REIT, the Sponsor, or the Sponsor Group or the Special Purpose Vehicles ("SPVs") and the fee for this valuation exercise is neither contingent upon the values reported nor on success of any of the transactions envisaged or required as part of the initial public offering or listing process.
- The valuation reported is not an investment advice and should not be construed as such, and specifically he does not express any opinion on the suitability or otherwise of entering into any financial or other transaction with the Client or the SPVs.
- He shall, before accepting any assignment from any related party to Brookfield India REIT, disclose to Brookfield India REIT, any direct or indirect consideration which the Valuer may have in respect of such assignment
- He shall disclose to the Trustee of Brookfield India REIT, any pending business transaction, contracts under negotiations and other arrangements with the Instructing Party or any other party whom the Brookfield India REIT is contracting with or any other factors which may interfere with his ability to give an independent and professional conduct of the valuation exercise; as on date the Valuer has no constraints towards providing an independent professional opinion on the value of any of the Subject Properties.
- He has not and shall not make false, misleading or exaggerated claims in order to secure or retain his appointment.
- He has not and shall not provide misleading opinion on valuation, either by providing incorrect information or by withholding relevant information.
- He has not accepted this instruction to include reporting of the outcome based on a pre-determined opinions and conclusions required by Brookfield India REIT.
- The valuation exercise has been conducted in accordance with internationally accepted valuation standards as required by SEBI (REIT) Regulations and The Companies (Registration of Valuers and Valuation) Rules, 2017.
- He notes that there are encumbrances, however, no options or pre-emptions rights in relation to the assets based on the title report prepared by Ind-Legal, Fox & Mandal and DSK Legal (hereinafter collectively referred to as "Legal Counsel").

1.7 Assumptions, Disclaimers, Limitations & Qualifications to Valuation

While the Valuation Report has been prepared independently by the Valuer, the report and this summary is subject to the following:

a. The valuation exercise is based on prevailing market dynamics as on the date of valuation without taking into account any unforeseeable event or developments, which could impact the valuation in the future.

b. Novel Coronavirus disease (Covid-19) has been declared as a pandemic by the World Health Organization (WHO). Measures adopted by governments across the globe in form of lockdowns, restricting economic activities, people movement, etc. have disrupted businesses and economies. In India as well, the government has adopted similar measures to contain the spread of Covid-19 which has caused business disruptions and slowdown in economic activity. Real estate sector like many other sectors is going through challenges posed by Covid-19 disruptions. Though the magnitude of the pandemic and its future impact on businesses is difficult to predict due to the uncertainties caused by Covid-19, the commercial real estate sector has so far shown reasonable resilience to the disruptions caused by Covid-19 and therefore we expect Covid-19 pandemic to have a short term impact on the demand for commercial real estate. We expect the long-term demand for commercial real estate to remain intact and therefore our valuation assumptions reflect our long-term expectation while taking into account any short-term impacts.

c. The valuation exercise is not envisaged to include all possible investigations with respect to the Subject Properties and wherein certain limitations to the investigations and inspections carried out are identified so as to enable the Reliant Party/Parties to undertake further investigations wherever considered appropriate or necessary prior to reliance. The Valuer has undertaken visual inspection of the Subject Properties and is not liable for any loss occasioned by a decision not to conduct further investigation or inspections.
d. Assumptions, being an integral part of any valuation exercise, are adopted as valuation is a matter of judgment and many parameters utilized to arrive at the valuation opinion may fall outside the scope of expertise or instructions of the Valuer. The Reliant Parties accepts that the valuation contains certain specific assumptions and acknowledge and accept the risk that if any of the assumptions adopted to arrive at the valuation estimates turns out to be incorrect, there may be a material impact on the valuations. Complete set of assumptions are mentioned in Valuation Reports dated 13 January 2021.
e. The valuation exercise is based on the information shared by the Instructing Party or the Client, which has been assumed to be correct and used to conduct the valuation exercise while applying reasonable professional judgment by the Valuer. In case of information shared by any third party and duly disclosed in the report, the same is believed to be reasonably reliable, however, the Valuer does not accept any responsibility should those prove not to be so.
f. Any statement regarding any future matter is provided as an estimate and/or opinion based on the information known at the date of this report. No warranties are given regarding accuracy or correctness of such statements.
g. Any plan, map, sketch, layout or drawing included in this report is to assist reader in visualizing the relevant property and are for representation purposes only with no responsibility being borne towards their mathematical or geographical accuracy.
h. Except as disclosed by the Client, it is assumed that the Subject Properties are free from any encroachments and available on the date of valuation.
i. For the purpose of this valuation exercise, reliance has been made on the Title Reports prepared by the Legal Counsels for each of the Subject Properties and no further enquiries have been made with authorities in this regard. It is understood that the Subject Properties have encumbrances disputes and claims, however, the Valuer does not have the expertise or the purview to verify the veracity or quantify these encumbrances, disputes or claims. For the purpose of this valuation exercise, it is assumed that respective Subject Properties have clear and marketable titles.
j. The current zoning of the Subject Properties has been assessed on the basis of review of various documents including title reports shared by the Instructing Party and the current land use maps publicly available. The same has been considered for the purpose of this valuation exercise. Additionally, it is also assumed that the development on the Subject Properties adheres/would adhere to the development regulations as prescribed by the relevant authorities. No further enquiries have been made with the competent jurisdictional authorities to validate the legality of the same.
k. The total developable/developed area, leasable area, site/plot area considered for this valuation exercise is based on the Architect's Certificate shared by the Instructing Party and the same has been checked against the approvals/layout plans/building plans provided by the Client. However, no additional verification and physical measurement for the purpose of this valuation exercise has been undertaken.

l. In absence of any information to the contrary, it is assumed that there are no abnormal ground conditions nor archaeological remains present, which might adversely affect the current or future occupation, development or value of the Subject Properties and the Subject Properties are free from any rot, infestations, structural or latent defect; no currently known deleterious or hazardous materials or suspect techniques are used in construction or subsequent alterations or additions to the property and comments made in the property details do not purport to express an opinion about an advice upon the conditions of uninspected parts and should be taken as making an implied representation or statement about such parts.

m. It is also stated that this is a valuation report and not a structural survey.

n. Unless specifically disclosed in the report, no allowances are made with respect to any existing or proposed local legislation relating to taxation on realization of the sale value of the Subject Properties.

o. Given the evolving and maturing real estate markets in India, any comparable evidences (if any) or market quotes provided has been limited to basic details such as area of asset, general location, price/rate of transaction or sale and any other specific details that are readily available in public domain only shall be shared. Any factual information such as tenants' leasable area, lease details such as, rent, lease/rent commencement and end dates, lock-in period, rent escalation terms etc. with respect to Subject Properties is based on the documents/information shared by the Client/Instructing Party and the same has been adopted for the purpose of this valuation exercise. While few lease deeds have been reviewed on a sample basis, the Valuer does not take any responsibility towards authenticity of the rent rolls shared by the Client. Any change in the aforementioned information will have an impact on the valuation estimates and, in that case, the same would need to be reassessed. The relevant information sources are mentioned in Valuation Reports dated 13 January 2021.

p. All measurements, areas and property age quoted/mentioned in the report are approximate. The areas of Subject Property are based on Architect's certificate as mentioned in (k) above.

q. The Valuer is not an advisor with respect to any tax, regulatory or legal matters with respect to initial public offering of units by Brookfield India REIT. No investigation or enquiries on the holding entity or any SPV's claim on the title of the Subject Properties has been made and the same is assumed to be valid based on the information shared by the Client/Instructing Party. No consideration shall be / has been given to liens or encumbrances against them. Therefore, no responsibility is assumed for matters of a legal nature.

r. Kindly note that quarterly assessment of cash flows has been undertaken for the purpose of this valuation exercise.

2 Valuation Summary

The following table highlights the summary of the market value of each of the Subject Properties which is part of the proposed Brookfield India REIT as on 30 September 2020.

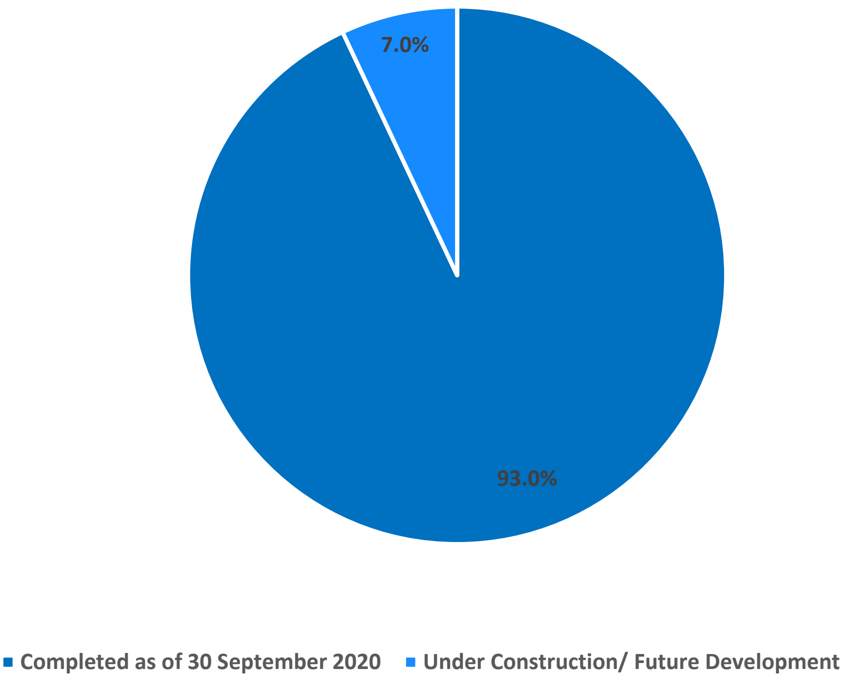
S. No.	Asset Name	Leasable area (Million sq. ft.) [1]			Market Value (in INR Million)		
		Completed	Under Construction	Future Development Potential	Completed	Under-Construction / Future Development Potential	Total
REIT Portfolio							
1	G2	3.86	NA	0.10	43,022	560	43,582[2]
2	N1	1.85	0.08	0.87	16,723	3,013	19,736
3	K1	3.06	NA	2.68	21,001	4,381	25,382
4	Kensington	1.54	NA	NA	25,374	NA	25,374
TOTAL		**10.31**	**0.08**	**3.65**	**106,119**	**7,954**	**114,074**

Note: All figures in the above table are rounded.

1. *Based on Architect's Certificate*

2. *Property has a 28% JDA interest structured as a revenue share to landowner. The valuation is only for the interest of Brookfield India REIT in the property.*

Brookfield India REIT Portfolio Composition (Market Value)



2.1 Assumptions, Disclaimers, Limitations & Qualifications

This Summary Valuation Report is provided subject to a summary of assumptions, disclaimers, limitations and qualification detailed throughout this Report which are made in conjunction with those included within the sections covering various assumptions, disclaimers, limitations and qualifications within the detailed Valuation Report. Reliance on this report and extension of the liability of the Valuer is conditional upon the reader's acknowledgement of these statements. This valuation is for the use of the parties mentioned in Section 1.3 of this Summary Valuation Report.

Prepared by

(Shubhendu Saha)
IBBI/RV/05/2019/11552

3 Valuation Approach and Methodology

3.1 Purpose of Valuation

The purpose of this valuation exercise is to estimate the value of the Subject Properties forming a part of the portfolio of Brookfield India REIT, for an initial public offering under the SEBI (Real Estate Investment Trust) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder.

3.2 Valuation Guideline and Definition

Given the purpose of valuation as mentioned above, the valuation exercise has been carried out to estimate the "Market Value" of the Subject Properties in accordance with the IVSC International Valuation Standards issued on 31 July 2019, effective from 31 January 2020.

As per IVSC International Valuation Standards, "Market Value" is defined as '*The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion*.'

3.3 Valuation Approach

The valuation for the Subject Properties being Market Value, has been derived by adopting income approach, utilising the discounted cash flow method with rental reversion.

The income approach is based on the premise that value of an income producing asset is a function of future benefits and income derived from that asset. Using this valuation method, future cash flows from the property are forecasted using precisely stated assumptions. This method allows for the explicit modelling of income and cost associated with the property. These future financial benefits are then discounted to a present-day value (valuation date) at an appropriate discount rate. A variation of the Discounted Cash Flow Method is mentioned below.

Income Approach - Discounted Cash Flow Method using Rental Reversion

Given the market practice in most commercial/ IT developments involves contracting tenants in the form of pre-commitments at sub-market rentals to increase the attractiveness of the property to prospective tenants. Such benefits are typically extended to anchor tenants. Additionally, there are instances of tenants paying above-market rentals for certain properties as well (primarily owing to market conditions at the time of contracting the lease). In order to arrive at a unit value for these tenancies, we have normalised the impact of such sub/above market leases on the valuation of the Subject Property by estimating the rental revenue achievable at the end of the term, based on the expected rents in the market.

3.4 Valuation Methodology

In order to compute the Market Value of the Subject Properties it is prudent to understand the market dynamics and the location where the Subject Property is located (existing and future supply, demand from occupiers, average office space take up by an occupier in a particular sector, existing vacancy numbers and the rentals, likely growth of the office space etc.). Understanding of the micro market positioning (where the Subject Property is located) with respect to a location is also very important. The next step then becomes to understand the situation of the Subject Property (current achievable rentals, vacancy numbers, competing supply in the micro market etc.) with respect to the micro market.

Each of the steps required to assess the Market Value of the Subject Properties is detailed below. The same have been elaborated in the Valuation Reports also.

Market and Location Assessment:

The Client appointed Cushman & Wakefield (CWI) to prepare an independent industry and market research report, which has been relied upon and reviewed by the Valuer to develop the understanding and assess the relevant micro-markets of the Subject Properties. The said review, was carried out in the following manner:

i. Market dynamics influencing the rents along with Subject Property rents were studied in detail. Further, the location setting of the Subject Properties in the respective micro-markets were assessed. Analysis of the micro-market was undertaken primarily based on the findings of the industry/market report prepared by CWI and readily available information in public domain to ascertain the transaction activity of office space. The analysis entailed review of comparable properties in terms of potential competition (both completed and under-construction/future developments), comparable recent lease transactions witnessed in the micro-market along with the trends in leasing within the Subject Properties in recent past, wherever available. This analysis enabled the Valuer to have an informed opinion on the market rent (applicable rental for the micro-market where the respective Subject Properties are located) and achievable market rent (Valuer's view on achievable rent for the respective Subject Properties for leasing vacant spaces, potential leasable area under development or planned as well as upon re-leasing of the existing let out area).

ii. For tenants occupying relatively large space within the Subject Properties, where there may be some instances of areas being let out at lower than market rent, it is assumed that the leases shall revert to market rent following the expiry of the lease, factoring appropriate re-leasing time.

Portfolio Assessment:

i. As the first step, the rent rolls (which includes review of corresponding leases deeds) on a reasonable sample basis were reviewed to identify tenancy characteristics for the Subject Properties. As part of the rent roll review, major tenancy agreements were reviewed on a reasonable sample basis. For example, for G2 we have reviewed lease deeds of top 10 tenants contributing nearly 90% of gross contractual rentals of the subject property).

ii. For anchor/large tenants, adjustments on achievable market rent or additional lease-up timeframe have been adopted upon lease reversion wherever relevant.

iii. Title reports, Architect's certificates and other related documents as mentioned in earlier sections of the report were reviewed for validation of area details, ownership interests of the Subject Properties.

iv. Physical site inspections were undertaken to assess the current status of the Subject Properties.

Preparation of Future Cash Flows:

i. Net operating income (NOI) has primarily been used to arrive at the Market Value of the Subject Properties. The cash flows for the operational, under construction and future development area have been projected separately for the purpose of estimating and reporting valuation in accordance with the SEBI (REIT) Regulations

ii. The projected future cash flows from the property are based on existing lease terms for the operational area till the expiry of the leases or re-negotiation, whichever is earlier, following which, the lease terms have been aligned with market rents achievable by the Subject Properties. For vacant area, under-construction area and future development area, the achievable market rent-led cash flows are projected factoring appropriate lease-up time frame for vacant/under-construction/future development area. These cash flows have been projected for 10-year duration from the date of valuation wherein 11th year NOI is capitalized (for assessment of terminal value based on NOI). These future cash flows are then discounted to present-day value (valuation date) at an appropriate discount rate.

Each of the lease was assessed to project the cash flows for a period of 10 years. The assessment was carried out in the following manner:

Step 1	Rental income from existing tenants up to the period of lease expiry, lock-in expiry, escalation milestones, etc. is projected whichever is applicable. In the event of any vacant spaces, achievable market-rent is assumed for future income for such spaces with suitable time for leasing up the space. This data is then used to generate market aligned revenue stream from existing and potential tenants for the desired time period.
Step 2	In the event the escalated contracted rent is higher than the achievable market rent by 15%, the contracted terms are ignored, and the terms are reverted to market. In the event the escalated contracted rent is below 115% of the achievable market rent, the contracted terms are adopted going forward until the next lease review/ renewal. Intent of this step is to project the rental income for respective leases until lease expiry as well as post expiry.
Step 3	Computing the monthly rental income projected as part of Step 2 and translating the same to a quarterly income (for the next 10 years and NOI of the 11th year – considered for calculation of terminal value).

iii. Recurring operational expenses, fit-out income (wherever applicable, however, the same has not been included in the NOI for the purpose of arriving at the terminal value by capitalisation) and vacancy provision have been adopted in-line with prevalent market practices and conditions. In addition, appropriate rent-free periods have been adopted during lease roll-overs to consider potential rent-free terms as well as outflows towards brokerage. For all Subject Properties, operational revenues and expenses of the respective properties are reviewed to understand the recurring, non-recurring, recoverable and non-recoverable expenses and accordingly estimate the margins on the common area maintenance income, which accrues as cash inflows to the Subject Properties and normalised for the purpose of cash flow projections. The 1-year forward income for the 11th year has been capitalized to assess the terminal value of the development at the end of year 10.

3.5 Information Sources

Property related information relied upon for the valuation exercise have been provided to the Valuer by the Client and the market data has been provided by Cushman and Wakefield, unless otherwise mentioned. The documents provided has been assumed to be a true copy of the original. The rent rolls have been cross checked with the lease deeds on a sample basis only to ensure its correctness.

4 REIT Portfolio

4.1 Candor Techspace IT/ITeS SEZ, Dundahera, Gurugram (G2)

Property Description

G2 is located at Old Delhi – Gurugram road, Dundahera, Gurugram, Haryana – 122001, India. The approximate land area of G2 is 28.526 acres (based on review of Architect's Certificate).

Statement of Assets

G2 constitutes 13 completed buildings along with future development area. The listing of buildings under each component is as follows:

Completed buildings with Occupancy Certificate (OC) received – Tower 1, 2, 3, 4 (Amenity Block-1), 4A (Amenity Block-2), 5, 6, 7, 8A, 8B, 9, 10 (MLCP), 11

Future development – The future development has leasable area of 99,924 sq. ft. The leasable area of the future development is indicative and is subject to change once the internal business plans are in place or the construction is completed.

The area statement for G2 is as follows:

Components	No. of buildings	Leasable Area (sq. ft.)	Usage type	Committed Occupancy*
Completed	13	3,855,998	IT/ITeS SEZ	91.5%^
Future Development	NA	99,924	IT/ITeS SEZ	NA
Total	**13**	**3,955,922**		

Source: Architect's Certificate, ^Rent Rolls as on 30 September 2020, Lease Deeds/Leave and License Agreements
**Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area*

Brief Description

G2 is an IT/ITeS SEZ office space developed in a campus format offering large floor plates with significant open / green areas and number of amenities for occupiers. There are 13 completed buildings comprising 11 office towers (including one MLCP) occupied by multiple tenants and two amenity blocks - Block 4 (Amenity Block-1) and 4A (Amenity Block-2). The amenity blocks constitute retail area of 90,413 sq. ft. catering to all basic requirement of occupiers viz. F&B (in form of multi- cuisine food courts and in-house kitchens), pharmacy, bank ATM, creche, sports arena, wellness centre, convenience store, dental clinic etc. In addition, Tower 10 (MLCP) constitutes 98,746 sq. ft. of office area and 2,89,035 sq. ft. of car parking area to cater to 499 cars parking. G2 has two entry and two exit gates, which are managed according to the campus traffic circulation plan. Apart from regular upgradation activities, G2 has witnessed a major revamp (both inside and outside the campus) leading to overall improved aesthetics. G2 has been awarded IGBC Platinum Rating for sustainability in addition to the group wide ISO certification for Quality, Environmental and Occupational Health & Safety Management Systems namely ISO 9001, ISO 14001 and OHSAS 18001.

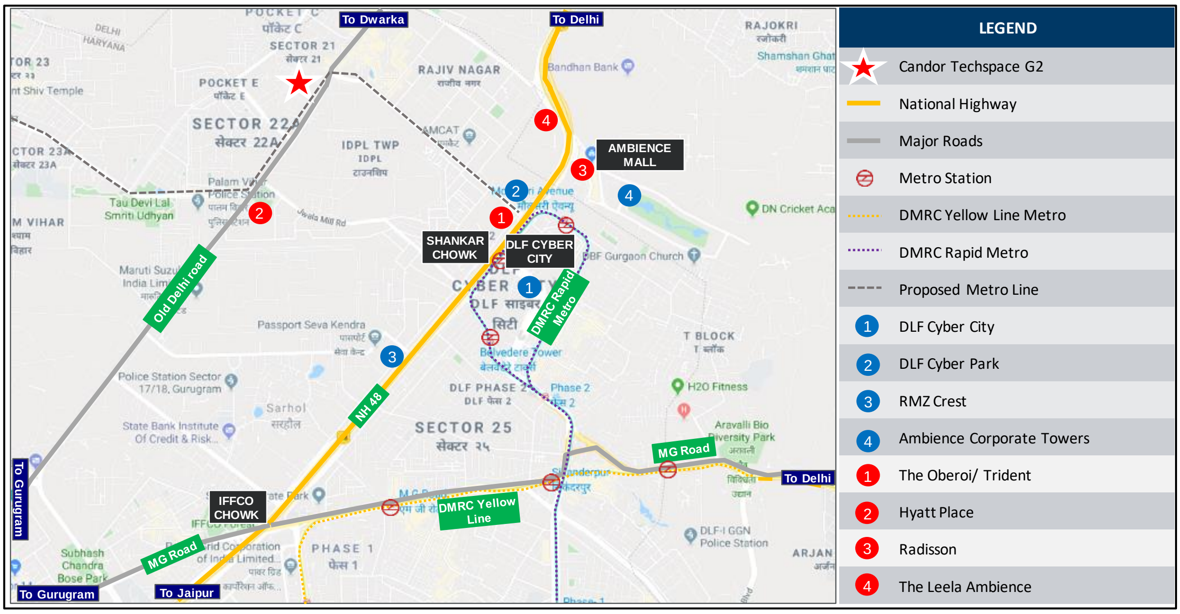
G2 is located in an established office, residential and retail micro-market of Gurugram. The office supply in the vicinity comprises investment and sub investment grade developments, constituting a mix of IT and Non-IT developments primarily skewed towards IT. Some of the prominent office developments in the vicinity include DLF Cyber City, DLF Cyber Park, Ambience Corporate Tower etc.

G2 is within close proximity to some of the renowned hotels like The Oberoi/ Trident, Hyatt Place, Radisson, Leela Ambience etc. and is well connected to major locations in the city as well as in the NCR via multiple modes of communication.

The distances (approximately) to G2 from major landmarks of NCR are as follows:

02 km from NH 48 (Delhi – Jaipur highway)	03 km from IndusInd Cyber City Rapid Metro Station	09 km from Gurugram Railway Station	09 km from IGI Airport	03 km from DLF Cyber City 23 km from Connaught Place

The map illustrating the location, infrastructure and nearby office developments is provided below:



Note: The DMRC Yellow Line metro is proposed to be extended from HUDA City Centre to Udyog Vihar, via Old Gurugram and finally terminating at DLF Moulsari Avenue rapid metro station. However, exact locations of metro stations are yet to be finalized. Also, a station for Delhi – Alwar RRTS is proposed at Old Delhi – Gurugram road in Udyog Vihar near subject property. The source for the said metro routes is the information available in the public domain and may differ subject to final approvals.

Source: C&WI Research
(Map not to scale)

Key Assumptions

Particulars	Unit	Information
Revenue Assumptions (as on 30/09/2020)		
Lease Completion of Completed Building	Qtr, Year	Q2 FY 2022-23
Current Effective Rent	INR/sq. ft./mth	78
Achievable Market Rent	INR/sq. ft./mth	82
Parking Charges	INR/bay/mth	5,000
Development Assumptions		
Remaining Capital Expenditure	INR Million	Future Development: 319 General Development: 97
Expected Completion Date	Qtr, Year	Future Development: Q1 FY 2023-24
Other Financial Assumptions		
Cap Rate	%	8.00
WACC (Complete/ Operational)	%	11.75
WACC (Under-construction/ Future Development)	%	13.00

Market Value

The market value of financial interest* in G2 as on 30 September 2020 is as follows:

INR 43,582 Million
(Indian Rupees Forty-Three Billion Five Hundred and Eighty-Two Million Only)

** Property has a 28% JDA interest structured as a revenue share to the landowner.*

4.2 Candor Techspace IT/ITeS Park, Sector 62, Noida (N1)

Property Description

N1 is located at Plot no. B2, sector 62, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301, India. The approximate land area of N1 is 19.250 acres (based on review of Architect's Certificate).

Statement of Assets

N1 constitutes 9 buildings and can be segregated under three components viz. completed, under-construction and future development buildings. The listing of buildings under each component is as follows:

Completed buildings with Occupancy Certificate (OC) received – Block 1, 2, 3, 6, 5 & 7 (Amenity Block)

Under-construction buildings – 8 (Amenity Block)

Future development buildings – Block 4A, 4B & Block 7 (Extension of the Amenity Block)*. The leasable area of the future development is indicative and is subject to change once the internal business plans are in place or the construction is completed.

The area statement for N1 is as follows:

Components	No. of buildings	Leasable Area (sq. ft.)	Usage type	Committed Occupancy**
Completed	6	1,850,188	IT/ITeS Park	71.6%^
Under Construction	1	79,762	IT/ITeS Park	NA
Future Development	2	868,523	IT/ITeS Park	NA
Total	**9**	**2,798,473**		

Source: Architect's Certificate, ^Rent Rolls as on 30 September 2020, Lease Deeds/Leave and License Agreements

**The extension of Block 7 (Amenity Block) with an area of 10,064 sq. ft is future development and has not been counted as an additional tower for the purposes of computing the number of buildings in the future development component. The same has been considered under Block 8 (Amenity Block) for the Valuation exercise.*

***Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area*

Brief Description

N1 is an IT/ITeS office space developed in a campus format offering large floor plates with significant open / green areas and number of amenities for occupiers. There are six completed buildings comprising five office towers occupied by multiple tenants and one building comprising amenity block. Block 5 is recently completed office tower with 481,161 sq. ft. of leasable area. Amenity Block constitutes retail area of 29,068 sq. ft. catering to all basic requirement of occupiers viz. F&B (in form of multi-cuisine food court), 24x7 paramedics, Day Care Centre, bank ATM, salon, convenience store, pharmacy etc. In addition, there are one under construction Block 8 (Amenity Block) and two future development buildings (Block 4A and 4B) comprising office blocks. Further, Block 8 constituting 79,762 sq. ft. shall offer a separate F&B hub and shall be open to public along with inhouse occupiers. N1 has two entry and two exit points, which are managed according to the campus traffic circulation plan. N1 has been awarded 5 Star rating by the Bureau of Energy Efficiency (BEE) in addition to the group wide ISO 9001,14001 and OHSAS 18001 Certification.

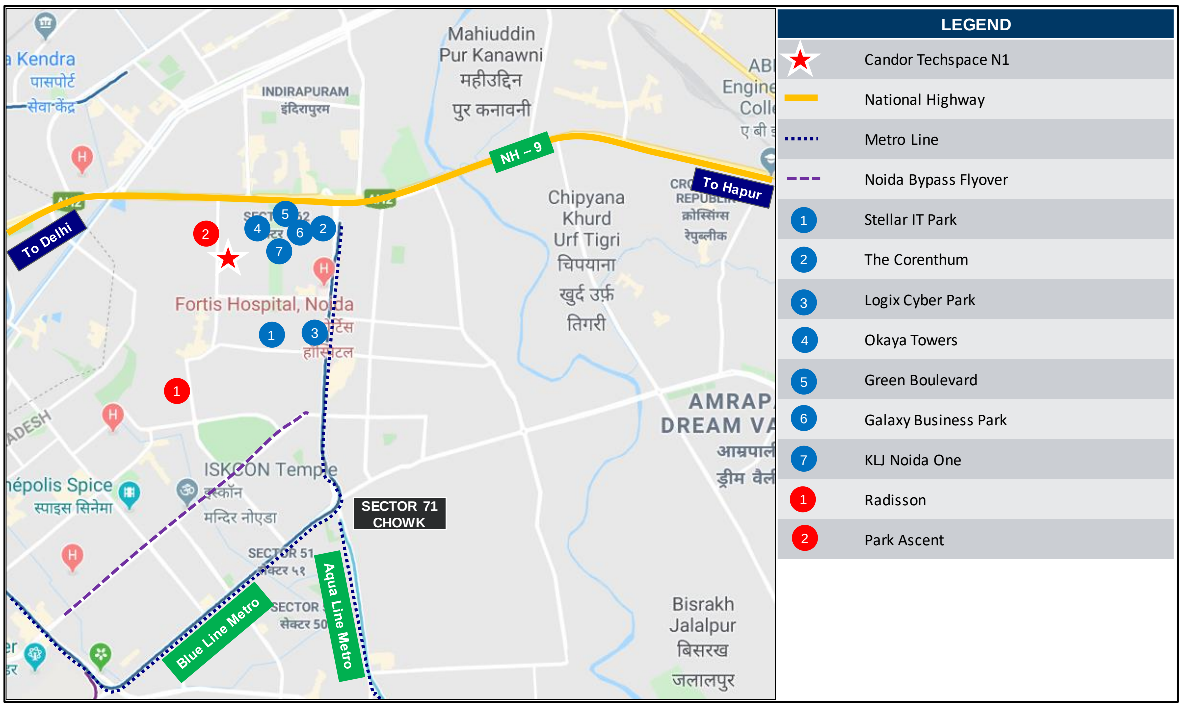
N1 is located in sector 62, which is an institutional sector characterized by the presence of large public and private sector institutions like The Institute of Chartered Accountants of India, IIM Lucknow Noida Campus, Jaipuria Institute of Management, Jaypee Institute of Information Technology, Symbiosis Law School, Bank of India, Staff Training College etc. The office supply in the vicinity comprises investment and sub investment grade developments, constituting a mix of IT and Non-IT developments primarily skewed towards IT. The other prominent office developments in the vicinity include Embassy Galaxy Business Park, Logix Cyber Park, 3C Knowledge Boulevard & Green Boulevard, Stellar IT Park, Okaya Blue Silicon Business IT Park etc. N1 is one of the largest IT/ITes office development in terms of leasable area in sector 62, Noida.

N1 is within close proximity to some of the renowned hotels like Radisson, Park Ascent etc. and is well connected to major locations in the city as well as in the NCR via multiple modes of communication.

The distances to N1 from major landmarks of NCR are as follows:

01 km from NH 24 10 km from DND Flyway	02 km from Sector 62 Metro Station	16 km from New Delhi Railway Station	32 km from IGI Airport	7 km from Sector 18 (Noida CBD) 16 km from Connaught Place (Delhi CBD)

The map illustrating the location, infrastructure and nearby office developments is provided below:



Source: C&WI Research
(Map not to scale)

Key Assumptions

Particulars	Unit	Information
Revenue Assumptions (as on 30/09/2020)		
Lease Completion of Completed Building	Qtr, Year	Q2 FY 2022-23
Current Effective Rent	INR/sq. ft./mth	45
Achievable Market Rent	INR/sq. ft./mth	48
Parking Charges	INR/bay/mth	3,000
Development Assumptions		
Remaining Capital Expenditure	INR Million	Under Construction/ Future Development: 4,630 General Development: 309
Expected Completion Date	Qtr, Year	Block 4A – Q1 FY 2025-26 Block 4B – Q1 FY 2024-25 Block 8 (Amenity Block) – Q2 FY 2021-22
Other Financial Assumptions		
Cap Rate	%	8.00
WACC (Complete/ Operational)	%	11.75
WACC (Under-construction/ Future Development)	%	13.00

Market Value

The market value of the full ownership interest in N1 as on 30 September 2020 is as follows:

INR 19,736 Million
(Indian Rupees Nineteen Billion Seven Hundred and Thirty-Six Million Only)

4.3 Candor Techspace IT/ITeS SEZ, New Town, Rajarhat, Kolkata (K1)

Property Description

K1 is located at Plot No. 1, DH Street no. 316, New Town, Rajarhat, North 24 Parganas, West Bengal, 700156, India. The approximate land area of K1 is 48.383 acres (based on review of Architect's Certificate).

Statement of Assets

K1 constitutes 12 completed buildings along with future development area. The listing of buildings under each component is as follows:

Completed buildings with Occupancy Certificate (OC) received – Tower A1, A2, A3, B1, B2, B3, C1*, C2*, C3*, G1, G2, G3

Future development – The future development constitutes IT/ITeS leasable area of 980,448 sq. ft. and mixed-use leasable area of 1,703,541 sq. ft. The leasable area of the future development is indicative and is subject to change once the internal business plans are in place or the construction is completed.

Components	No. of buildings	Leasable Area (sq. ft.)	Usage type	Committed Occupancy**
Completed	12	3,059,556	IT/ITeS SEZ	91.8%^
Future Development	NA	2,683,989	IT/ITeS/ Mixed-use	NA
Total	**12**	**5,743,545**		

Source: Architect's Certificate, ^Rent Rolls as on 30 September 2020, Lease Deeds/Leave and License Agreements
**Towers C1, C2 and C3 have partial occupancy certificates. Full occupancy certificates will be obtained once the entire project is complete. These buildings are fit for occupation as Information Technology and IT enabled services business (use group)/ Business building for the portion, which has received the* occupancy certificates.
***Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area*

Brief Description

K1 is an IT/ITeS SEZ office space developed in a campus format offering large floor plates with significant open / green areas and number of amenities for occupiers. There are 12 operational buildings comprising 12 office towers occupied by multiple tenants wherein Tower A2 offers multi-cuisine food courts, in-house kitchens, bank branches and ATM, creche, pharmacy, medical centre and other retail outlets and Tower A3 offers amenities such as gymnasium, swimming pool and table tennis at the ground floor. In addition, there is future development comprising IT/ITeS and mixed-use developments. K1 has two entry and exit gates designed to ensure smooth traffic movement both inside and outside the campus. Regular upgradation activities are being undertaken within the campus to ensure its upkeep as per the modern age requirement. K1 has been awarded IGBC Gold rating for sustainability and 4 Star Rating by the Bureau of Energy Efficiency (BEE) in addition to the group wide ISO 9001,14001 and OHSAS 18001 certifications.

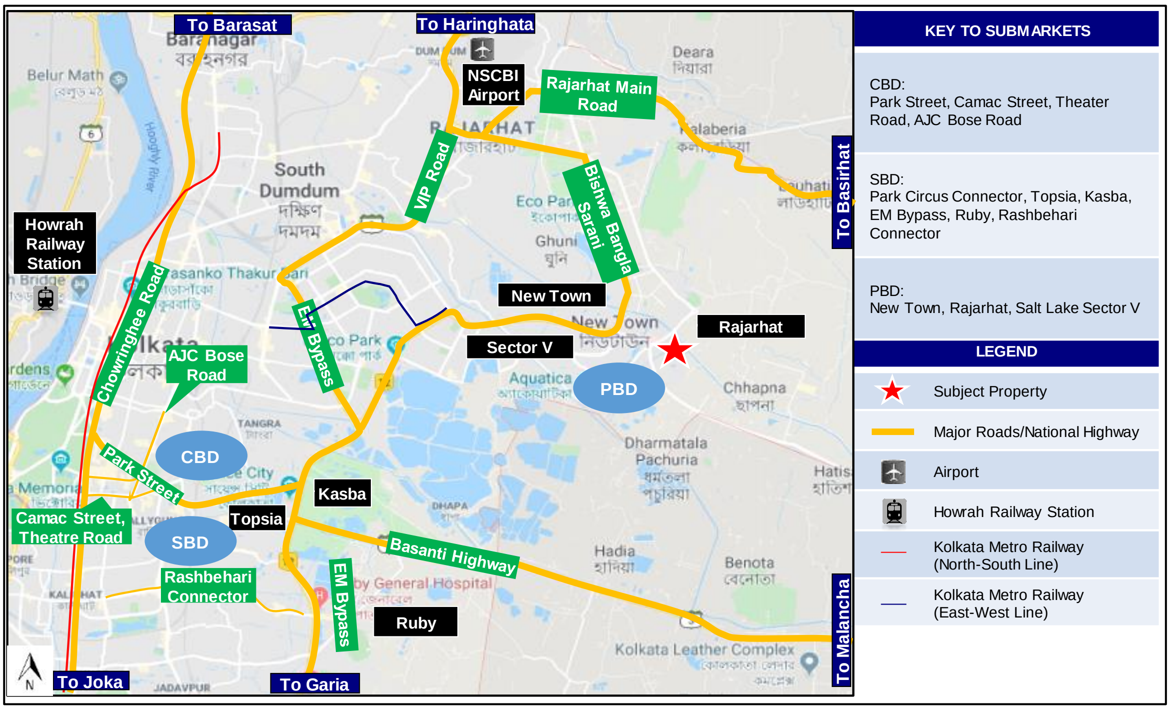
K1 is a prominent IT/ITeS SEZ, and the largest campus style office development in eastern India. K1 is located in an established office micro-market, which has witnessed a gradual shift of office space occupiers from Central Business District of Kolkata. The office supply in the micro-market comprises largely investment grade developments, constituting a mix of IT and Non-IT developments primarily skewed towards IT. K1 has a prominent frontage on one of the main arterial roads viz: Major Arterial Road (East – West). The road connects K1 to Shapoorji Sukhobrishti (via SP Sukhobrishti Complex Road) in east and Narkelbagan, Bishwa Bangla Sarani in west, respectively. Further, K1 is located at distance of 1.5 km from the upcoming metro station-CBD 1. Some of the prominent office developments in the vicinity include DLF 2 SEZ, TCS Geetanjali Park, Ambuja Ecospace, Mani Casadona etc.

K1 is within close proximity to some of the renowned hotels like The Westin, Fairfield by Marriott, Lemon Tree, Pride Plaza, etc. and is well connected to major locations in the city via multiple modes of communication.

The distance of K1 from major landmarks in the city is as follows:

01 km from Street No. 368	1.5 km from proposed CBD-1 Metro Station	14 km from Sealdah Railway Station 17 km from Howrah Railway Station	12 km from Netaji Subhash Chandra Bose International Airport	01 km from Narkel Bagan 06 km from Sector V, Salt Lake 18 km from Park Street Area

The map illustrating the location, infrastructure and nearby office developments is provided below:



Source: C&WI Research
(Map not to scale)

Key Assumptions

Particulars	Unit	Information
Revenue Assumptions (as on 30/09/2020)		
Lease Completion of Completed Building	Qtr, Year	Q4 FY 2022-23
Current Effective Rent	INR/sq. ft./mth	42
Achievable Market Rent-Office	INR/sq. ft./mth	40
Achievable Market Rent- Mixed Use-Commercial	INR/sq. ft./mth	44
Achievable Market Rent - Mixed Use-Retail	INR/sq. ft./mth	59
Parking Charges	INR/bay/mth	3,000
Development Assumptions		
Remaining Capital Expenditure	INR Million	Future Development: 12,876 General Development: 227
Expected Completion Date	Qtr, Year	IT/ITeS – Q4 FY 2026-27 Mixed-use– Q1 FY 2027-28
Other Financial Assumptions		
Cap Rate	%	8.50
WACC (Complete/ Operational)	%	11.75
WACC (Under-construction/ Future Development)	%	13.00

Market Value

The market value of the full ownership interest in K1 as on 30 September 2020 is as follows:

INR 25,382 Million*
(Indian Rupees Twenty-Five Billion Three Hundred and Eighty-Two Million Only)

**includes 0.52 million sq. ft. of commercial cum retail development out of the total future development of approximately 2.7 million sq. ft., wherein Gurgaon Infospace Limited (GIL) shall pay Candor Kolkata a sum of INR 1,000 million (inclusive of GST) in instalments and be entitled to receive 28% of revenue comprising rentals, CAM margins, parking and any other revenue.*

4.4 Kensington (A & B) IT/ITeS SEZ, Powai, Mumbai (Kensington)

Property Description

Kensington is located at Hiranandani Business Park, CTS No. 28A, Powai, Mumbai, Maharashtra – 400076, India. The approximate land area of Kensington is 8.96 acres (based on review of Architect's Certificate).

Statement of Assets

Kensington constitutes one building with two wings (Kensington A & Kensington B) and is categorized under one component viz. completed building. The listing of building is as follows:

Completed Buildings with Occupancy Certificate (OC) received – Kensington (A & B)

The area statement for Kensington is as follows:

Components	No. of buildings	Leasable Area (sq. ft.)	Usage type	Committed Occupancy**
Completed	1	1,544,380*	IT/ITeS SEZ	86.5%^
Total	**1**	**1,544,380**		

Source: Architect's Certificate, ^Rent Rolls as on 30 September 2020, Lease Deeds/Leave and License Agreements

**Total leasable area for Kensington includes area occupied by "Hitachi Payment Services Pvt Ltd" for ATM purpose (25 Sq Ft). The income for the said area is included in the "Other Income".*

***Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area.*

Brief Description

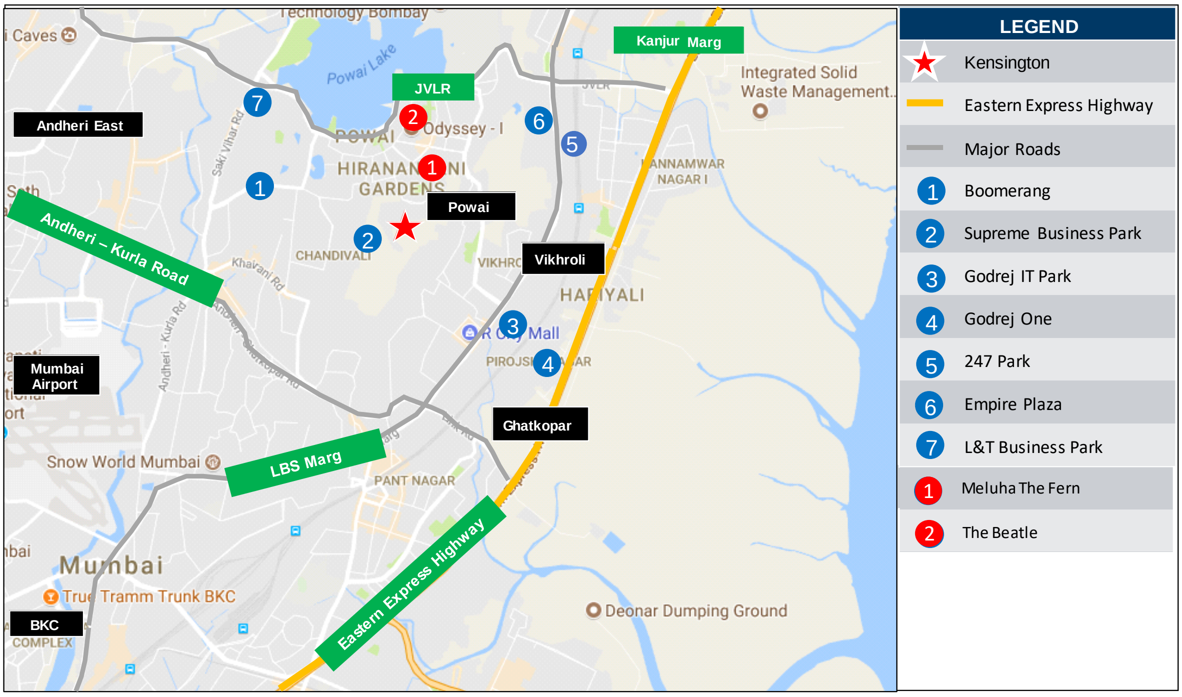
Kensington is an IT/ITeS SEZ office space comprising one ready and operational building with two wings (Kensington A & Kensington B) occupied by multiple tenants. The large parking requirement is catered by four parking levels contributing to 1,721 parking spaces. Kensington has two entry and two exit points providing access to D.P. Road and internal wide Road.

Kensington is the only private IT/ITeS SEZ in the Mumbai region excluding Thane and Navi Mumbai and is well positioned in the Andheri & Powai micro-market due its proximity to the residential areas, well developed social infrastructure and the upcoming metro stations (IIT - 1.6 Km from the Subject Property). The office supply in the vicinity comprises investment and sub investment grade developments, constituting a mix of IT and Non-IT developments. Some of the prominent office developments in the vicinity are Supreme Business Park, Scorpio House, L&T Business Park, Delphi, Godrej IT Park, Solitaire Corporate Park, Kanakia Wall Street, Times Square, Raiaskaran Tech Park etc.

Kensington is within close proximity to some of the renowned hotels like Meluha The Fern and The Beatle and is also well connected to major locations in city via multiple modes of communication. The distance of Kensington from major landmarks in Mumbai Metropolitan Region (MMR) is as follows:

04 km from LBS Marg 05 km from Eastern Express Highway 08 km from Western Express Highway	05 km from Kanjurmarg Railway Station 1.6 km from upcoming metro station (IIT)	08 km from Chhatrapati Shivaji International Airport 14 km from Mumbai Domestic Airport	04 km from IIT Powai 16 km from Bandra Kurla Complex

The map illustrating the location, infrastructure and nearby office developments is provided below:



Source: C&WI Research
(Map not to scale)

Key Assumptions

Particulars	Unit	Information
Revenue Assumptions (as on 30/09/2020)		
Lease Completion of Completed Building	Qtr, Year	Q4 FY 2021-22
Current Effective Rent	INR/sq. ft./mth	90
Achievable Market Rent	INR/sq. ft./mth	120
Parking Charges*	INR/bay/mth	5,000
Other Financial Assumptions		
Cap Rate	%	8.00
WACC (Complete/ Operational)	%	11.75

**The subject property has 1,721 car parks, of which 38 car parks are paid and remaining are free. We have assumed the car parks to maintain status quo. The parking charges are assumed to be applicable over and above the applicable lease rent.*

Market Value

The market value of the full ownership interest in Kensington as on 30 September 2020 is as follows:

INR 25,374 Million
(Indian Rupees Twenty-Five Billion Three Hundred and Seventy-Four Million Only)

INDEPENDENT PROPERTY CONSULTANT REPORT

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Strictly Confidential

For Addressee Only

Independent Property Consultant Report on the Valuation Methodology of Brookfield India REIT

Report for

Brookprop Management Services Private Limited

Report Date

13 January 2021

TABLE OF CONTENTS

From:
Cushman & Wakefield India Pvt. Ltd.
14th Floor, Building 8, Tower C,
DLF Cyber City, Gurugram – 122002,
Haryana, India

To: **Brookprop Management Services Private Limited**

Property: **Brookfield India REIT**

Report Date: **13 January 2021**

A REPORT

1 Instructions - Appointment

Cushman & Wakefield India Pvt. Ltd. (C&WI) as an independent international property consultant has been instructed by Brookprop Management Services Private Limited (the 'Client', the 'Instructing Party') in its capacity as manager of Brookfield India Real Estate Trust ("Brookfield India REIT") to perform an independent review (the "Engagement"), of the Stated Procedure (as defined in section 5 below), used for the valuation of the properties (the "Properties") owned by Special Purpose Vehicles("SPVs"), which in turn will be owned by Brookfield India REIT and provide an independent report ("Report"). The Report is prepared in accordance with the scope and other understanding between the parties as set out in the agreement dated 15 July 2020 ("Agreement").

The Properties considered as part of this study are detailed in Part B of this report. The exercise has been carried out in accordance with the instructions (Caveats & Limitations) detailed in Annexure 1 of this report. The extent of professional liability towards the Client is also outlined within these instructions.

2 Professional Competency of C&WI Valuation & Advisory Services India

C&WI Valuation & Advisory Services India is an integral part of C&WI Global Valuation & Advisory Services team. The Global Valuation & Advisory team comprises of over 1,975 professionals across approximately 280 offices globally and India VAS team comprises of more than 50 professionals.

C&WI Valuation & Advisory Services India have completed over 8,500 valuation and advisory assignments across varied asset classes/ properties worth USD 377 billion.

We provide quality valuation, risk advisory and consulting services across a range of property types including residential, hospitality, retail, commercial, institutional, Special Economic Zone (SEZ), industrial, etc. We derive global best practices while maintaining the complexities of Indian real estate markets and are ideally positioned to help solve any valuation related real estate challenge, ranging from single asset valuations to valuation of multi-market and multi-property portfolios.

In India, we have our presence since 1997. Our dedicated and experienced professionals provide quality services from 7 offices across India (Mumbai, Bengaluru, Chennai, Kolkata, Gurugram, Hyderabad and Pune). We have a strong team of experienced and qualified professionals dedicated to offer Valuation & Advisory services in various locations across the country. C&WI utilizes internationally accepted valuation techniques customized to Indian context based on best practices in the Industry.

Our professionals have diverse backgrounds such as RICS, CAs, CFAs, MBAs, Architects, Planners, Engineers etc. We are preferred valuers for global and domestic banks, financial institutions, Asset Reconstruction Companies (ARC's), Private Equity Funds, Non-Banking Financial Company (NBFC) etc.

3 Disclosures

C&WI has not been involved with the acquisition or disposal, within the last twelve months, of any of the Properties being considered for the Engagement. C&WI has no present or planned future interest in the Client, Trustee, Brookfield India REIT, the Sponsors and Sponsor Group to Brookfield India REIT or the SPVs and the fee for this Report is not contingent upon the review contained herein. C&WI has also prepared the Industry Report which covers the overview of the commercial real estate markets, the drivers and trends in the relevant cities/micro-markets. Our review should not be construed as investment advice; specifically, we do not express /any opinion on the suitability or otherwise of entering into any financial or other transaction with the Client or the SPVs.

C&WI shall keep all the information provided by Client confidential.

4 Purpose

The purpose of the Engagement is to review the assumptions and methodologies as set out in Annexure 2 ("Stated Procedure") which have been used for conducting a valuation of Properties in connection with the proposed initial public offering of Brookfield India REIT under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars, collectively the "SEBI (REIT) Regulations" together with clarifications, guidelines and notifications thereunder in any of the Indian stock exchanges. It is hereby clarified that we are not undertaking a valuation under the SEBI REIT Regulations or any other enactment and the scope of work is expressly limited to what is stated herein.

With respect to the aforementioned initial public offering, this independent report is intended to be included in the offer documents to be filed by the Brookfield India REIT with SEBI and the stock exchanges where the units of the proposed REIT are intended to be listed. Additionally, any other relevant documents for the initial public offering such as publicity material, research reports, presentation and press releases may also contain this report or any part thereof.

5 Scope of Work

C&WI has given its views in relation to the Stated Procedure and this Engagement should not be considered as an audit of a valuation or an independent valuation of the Properties. C&WI has not developed its own opinion of value but has reviewed the Stated Procedure in light of the framework contained in the RICS Valuation Global Standards 2019 ("Red Book") which is compliant with the IVSC International Valuation Standards issued on 31 July 2019, effective from 31 January 2020.

C&WI review is limited, by reference to the date of this report and to the facts and circumstances relevant to the Properties at the time, to review and assess, under the Red Book standards:

- whether the key assumptions as set out in the Stated Procedure are reasonable; and
- whether the methodology followed as set out in the Stated Procedure is appropriate

6 Approach & Methodology

C&WI has prepared the industry report titled "India Commercial Real Estate Overview" dated 13 January 2021 in relation to the initial public offering, commissioned by the Manager, including overview of the commercial office scenario for each of the markets/ sub-markets where Properties are present. C&WI has visited the

Properties during the study and preparation of the industry report. C&WI has been provided with the information such as rent rolls, sample agreement copies, approval plans and other information such as Valuer's Methodology and key assumptions including achievable rental for the property, rental growth rate, construction timelines, Capitalisation rates, Discount rates etc. An extract of the Methodology and Key assumptions is provided in Annexure 2.

7 Authority (in accordance with the Agreement)

The Client acknowledges and agrees that C&WI's services hereunder (including, without limitation, the deliverables itself and the contents thereof) are being provided by C&WI solely to the Client in relation to "the Offer" (initial public offering of units by Brookfield India REIT) and disclosure in the "Offer Documents" (any documents prepared in relation to an initial public offering of units by Brookfield India REIT including the offer document, the offer document and the final offer document) intended to be filed with the Securities and Exchange Board of India ("SEBI") or any other relevant regulator within or outside India, and in any other documents to be issued or filed in relation to the Offer including any preliminary or final international offering documents for distribution to investors outside India, and any publicity material, research reports, presentations or press releases, in connection with the Offer, as may be required. CW&I consents to the usage of their name as an expert, in relation to the Report, in the Offer Documents. If the Client desires to use the "Deliverables" (collectively, the final Report and the consent to use the final Report in the Offer Documents) or C&WI's name in any other offering other than the Offer as contemplated under the Agreement, then the Client shall obtain C&WI's prior written approval for such usage. The Client shall indemnify C&WI for any losses suffered by C&WI due to such usage other than as contemplated under the Agreement. Additionally, the Client herewith consents to provide or cause to be provided, an indemnification agreement in C&WI's favour, reasonably satisfactory to C&WI to indemnify C&WI for any use of the Report other than for the purpose permitted under the Agreement. It is however clarified that the indemnity shall not cover any losses resulting from the use of the Report for the Offer including disclosure in the Offering Documents.

8 Third Party Claim Indemnity (in accordance with the Agreement)

The Report issued shall be used by the Client in relation to the Offer. In the event the Client uses the Report or permits reliance thereon by, any person or entity other than (i) in accordance with the terms of the Agreement or (ii) as not authorized by C&WI in writing to use or rely thereon, the Client hereby agrees to indemnify and hold C&WI, its affiliates and their respective shareholders, directors, officers and employees (collectively the "Representatives"), harmless from and against all damages, expenses, claims and costs, including reasonable attorneys' fees, incurred in investigating and defending any claim, arising from or in any way connected to the use of , or reliance upon, the Report. Notwithstanding the forgoing, the Client shall not be liable under this clause if such damages, expenses, claims and costs incurred as a result of C&WI's or any of its affiliates' or any of their respective Representatives' gross negligence, fraud, wilful misconduct, or breach of their confidentiality obligations under the Agreement.

Except as set out herein, C&WI disclaims any and all liability to any party other than the Client.

9 Limitation of Liability (in accordance with the Agreement)

C&WI endeavors to provide services to the best of its ability and professional standards and in bonafide good faith. Subject to the terms and conditions in the Agreement, C&WI's total aggregate liability to the Client arising in connection with the performance or contemplated performance of the services herein, regardless of cause and/or theory of recovery, shall not exceed the professional indemnity insurance limited to Indian Rupees INR 50 million only.

C&WI acknowledges that it shall consent to be named as an 'expert' in the Offer Documents and that its liability to any person, in its capacity as an expert and for the Report, shall be without any limitation and in accordance with law. In the event that the Client, the sponsors, the trustee, the REIT, the book running lead managers, or other intermediaries appointed in connection with the Offer be subject to any claim ("Claim Parties") in connection with, arising out of or attributable to the Report, the Claim Parties will be entitled to require C&WI to be a necessary party/respondent to such claim and C&WI shall not object to their inclusion as a necessary party/ respondent. In all such cases, the Client agrees to reimburse/ refund to C&WI, the actual cost (which shall include legal fees and external counsel's fee) incurred by C&WI while becoming a necessary party/respondent. If C&WI does not co-operate to be named as a party/respondent to such claims in providing adequate/successful defence in defending such claims, the Claim Parties jointly or severally will be entitled to initiate a separate claim against C&WI in this regard.

10 Disclaimer

C&WI will neither be responsible for any legal due diligence, title search, zoning check, development permissions and physical measurements nor undertake any verification/ validation of the zoning regulations/ development controls etc.

11 Disclosure and Publications

You must not disclose the contents of this report to a third party in any way, except as allowed in clause 7 above and under the SEBI (REIT) Regulations

B REVIEW FINDINGS

Our exercise has been to review the Stated Procedure, which has been used, for conducting valuation of Properties in connection with the initial public offering for the Brookfield India REIT, in accordance with IVS 104 of the IVSC International Valuation Standards issued on 31 July 2019, effective from 31 January 2020.

The approach adopted by C&WI would be to review the Stated Procedure, which would have a significant impact on the value of Properties, such as:

- Achievable rental for the property
- Rental Growth rate
- Construction timelines
- Capitalisation rate
- Discount rate

C&WI has:

- Independently reviewed the key assumptions as set out in the Stated Procedure and is of the opinion that they are reasonable;
- Independently reviewed the approach and methodology followed and analysis as set out in the Stated Procedure, to determine that it is in line with the guidelines followed by RICS and hence is appropriate;

C&WI finds the assumptions, departures, disclosures, limiting conditions as set out in the Stated Procedure, relevant and broadly on lines similar to RICS guidelines. No other extraordinary assumptions are required for this review.

Novel Coronavirus disease (Covid-19) has been declared as a pandemic by the World Health Organization (WHO) in March 2020. Owing to this, India has faced lockdown of various degrees in the past few months. Due to the pandemic, the real estate sector has also faced challenges and hence have been impacted. With the construction activity which was temporarily suspended along with the limited availability of construction works, raw materials etc. we understand that there would be a delay in the delivery timeline of planned future supply.

For commercial sector there has been mandatory office closures in the month of April and May. People and organizations have been forced to test the remote working landscape. Post lock down there is focus on recovery readiness and making workspace new normal-ready. We believe that whilst there will be re-assessment of portfolios to de-densify the workspace to focus on hygiene and safety norms, there will be a delay in decision making for expansion.

Consolidation strategies may be put on hold to revaluate the recent landscape and renewals are expected to continue as capital expenditure decisions are put on hold. However, relocation decisions maybe reviewed in the context of cost control driving demand to peripheral office locations.

Though the magnitude of the pandemic on commercial real estate is difficult to predict, we anticipate that the delay in decision making for expansion along with delay in construction activities would have a short-term impact on the demand, delay in supply and consequent impact on the rental growth rate in the markets. The stimulus packages by Government of India and gradual reopening of offices and manufacturing plants are likely to support economic activity. We observe that the assumptions noted in Annexure 2, reflect these factors.

Below is the summary of the portfolio of the Properties as of September 30, 2020 which are spread across Gurugram, Noida, Mumbai and Kolkata that has been reviewed:

Sr No	Location	Asset	Completed (In msf)	Leasable Area[1] Under Construction (In msf)	Future Development (In msf)
		REIT Portfolio [1]			
1	Sector – 21, Gurugram	Candor Techspace G2	3.86	NA	0.10
2	Sector 62, Noida	Candor Techspace N1	1.85	0.08	0.87
3	New Town Rajarhat, Kolkata	Candor Techspace K1	3.06	NA	2.68
4	Powai, Mumbai	Kensington	1.54	NA	NA
	TOTAL		**10.31**	**0.08**	**3.65**

1. *Based on Architect's Certificate*

Below is the Property wise analysis:

<u>REIT Portfolio</u>

- **Candor Techspace G2:** C&WI view of the achievable market rent for the asset would be in the range of INR 80-85 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
- **Candor Techspace N1:** C&WI view of the achievable market rent for the asset would be in the range of INR 45-50 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
- **Candor Techspace K1:** C&WI view of the achievable market rent for the asset would be in the range of INR 38-42 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
- **Kensington:** C&WI view of the achievable market rent for the asset would be in the range of INR 115-125 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.

Considering the above-mentioned points, C&WI considers the market assumptions and the approach to valuation for the above Properties to be reasonable and in line with international valuation standards (RICS).

Signed for and on Behalf of Cushman & Wakefield India Pvt. Ltd

Somy Thomas, MRICS

Managing Director,

Valuation and Advisory Services

Shailaja Balachandran, MRICS

Director,

Valuation and Advisory Services

Sakshi Sikri, MRICS

Associate Director,

Valuation and Advisory Services

Gaurav Chaudhary,

Assistant Vice President,

Valuation and Advisory Services

Ailush Saraswat,

Assistant Vice President,

Valuation and Advisory Services

Nikhil Shah,

Assistant Vice President,

Valuation and Advisory Services

Annexure 1: Instructions (Caveats & Limitations)

1. The Independent Property Consultant Report is not based on comprehensive market research of the overall market for all possible situations. Cushman & Wakefield India has covered specific markets and situations, which are highlighted in the Report.

   The scope comprises of reviewing the assumptions and methodology in the Stated Procedure, for valuation of the Properties. C&WI did not carry out comprehensive field research-based analysis of the market and the industry given the limited nature of the scope of the assignment. In this connection, C&WI has relied on the information supplied to C&WI by the Client.
2. In conducting this assignment, C&WI has carried out analysis and assessments of the level of interest envisaged for the Property(ies) under consideration and the demand-supply for the commercial sector in general. The opinions expressed in the Report will be subject to the limitations expressed below.
   a. C&WI has endeavoured to develop forecasts on demand, supply and pricing on assumptions that would be considered relevant and reasonable at that point of time. All of these forecasts are in the nature of likely or possible events/occurrences and the Report will not constitute a recommendation to Brookprop Management Services Private Limited, Brookfield India Real Estate Trust, or its affiliates and subsidiaries or its customers or any other party to adopt a particular course of action. The use of the Report at a later date may invalidate the assumptions and basis on which forecasts have been generated and is not recommended as an input to a financial decision.
   b. Changes in socio-economic and political conditions could result in a substantially different situation than those presented at the stated effective date. C&WI assumes no responsibility for changes in such external conditions.
   c. In the absence of a detailed field survey of the market and industry (as and where applicable), C&WI has relied upon secondary sources of information for a macro-level analysis. Hence, no direct link is to be established between the macro-level understandings on the market with the assumptions estimated for the analysis.
   d. The services provided is limited to review of assumptions and valuation approach and other specific opinions given by C&WI in this Report and does not constitute an audit, a due diligence, tax related services or an independent validation of the projections. Accordingly, C&WI does not express any opinion on the financial information of the business of any party, including the Client and its affiliates and subsidiaries. The Report is prepared solely for the purpose stated and should not be used for any other purpose.
   e. While the information included in the Report is believed to be accurate and reliable, no representations or warranties, expressed or implied, as to the accuracy or completeness of such information is being made. C&WI will not undertake any obligation to update, correct or supplement any information contained in the Report.
   f. In the preparation of the Report, C&WI has relied on the following information:
      i. Information provided to C&WI by the Client and subsidiaries and third parties;
      ii. Recent data on the industry segments and market projections;
      iii. Other relevant information provided to C&WI by the Client and subsidiaries at C&WI's request;
      iv. Other relevant information available to C&WI including as part of the preparation of the Industry Report; and
      v. Other publicly available information and reports.

3. The Report is reflecting matters as they currently exist. Changes may materially affect the information contained in the Report.
4. In the course of the analysis, C&WI has relied on information or opinions, both written and verbal, as currently obtained from the Clients as well as from third parties provided with, including limited information on the market, financial and operating data, which would be accepted as accurate in bona-fide belief. No responsibility is assumed for technical information furnished by the third-party organizations and this is bona-fidely believed to be reliable.
5. No investigation of the title of the assets has been made and owners' claims to the assets is assumed to be valid. No consideration will be given to liens or encumbrances, which may be against the assets. Therefore, no responsibility is assumed for matters of a legal nature.

Annexure 2: Extract of Methodology & Key Assumptions for the Valuation of Properties

Note: The Properties has been referred to as "Subject Properties" by the valuer. Similar representation has been followed in this section.

Valuation Approach and Methodology

- **PURPOSE OF VALUATION**

The purpose of this valuation exercise is to estimate the value of the Subject Properties forming a part of the portfolio of Brookfield India REIT, for an initial public offering under the SEBI (Real Estate Investment Trust) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder.

- **VALUATION GUIDELINE AND DEFINITION**

Given the purpose of valuation as mentioned above, the valuation exercise has been carried out to estimate the "Market Value" of the Subject Properties in accordance with the IVSC International Valuation Standards issued on 31 July 2019, effective from 31 January 2020.

As per IVSC International Valuation Standards, "Market Value" is defined as *'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'*

- **VALUATION APPROACH**

The valuation for the Subject Properties being Market Value, has been derived by adopting income approach, utilising the discounted cash flow method with rental reversion.

The income approach is based on the premise that value of an income producing asset is a function of future benefits and income derived from that asset. Using this valuation method, future cash flows from the property are forecasted using precisely stated assumptions. This method allows for the explicit modelling of income and cost associated with the property. These future financial benefits are then discounted to a present-day value (valuation date) at an appropriate discount rate. A variation of the Discounted Cash Flow Method is mentioned below.

Income Approach - Discounted Cash Flow Method using Rental Reversion

Given the practice in most commercial/ IT developments involves contracting tenants in the form of pre-commitments at sub-market rentals to increase the attractiveness of the property to prospective tenants. Such benefits are typically extended to anchor tenants. Additionally, there are instances of tenants paying above-market rentals for certain properties as well (primarily owing to market conditions at the time of contracting the lease). In order to arrive at a unit value for these tenancies, we have normalised the impact of such sub/above market leases on the valuation of the Subject Property by estimating the rental revenue achievable at the end of the term, based on the expected rents in the market.

- **VALUATION METHODOLOGY**

In order to compute the Market Value of the Subject Properties it is prudent to understand the market dynamics and the location where the Subject Property is located (existing and future supply, demand from occupiers, average office space take up by an occupier in a particular sector, existing vacancy numbers and the rentals, likely growth of the office space etc.). Understanding of the micro market positioning (where the Subject Property is located) with respect to a location is also very important. The next step then becomes to understand the situation of the Subject Property (current achievable rentals, vacancy numbers, competing supply in the micro market etc.) with respect to the micro market.

Each of the steps required to assess the Market Value of the Subject Properties is detailed below. The same have been elaborated in the Valuation Reports also.

Market and Location Assessment:

The Client appointed Cushman & Wakefield (CWI) to prepare an independent industry and market research report, which has been relied upon and reviewed by the Valuer to develop the understanding and assess the relevant micro-markets of the Subject Properties. The said review was carried out in the following manner:

i. Market dynamics influencing the rents along with Subject Property rents were studied in detail. Further, the location setting of the Subject Properties in the respective micro-markets were assessed. Analysis of the micro-market was undertaken primarily based on the findings of the industry/market report prepared by CWI and readily available information in public domain to ascertain the transaction activity of office space. The analysis entailed review of comparable properties in terms of potential competition (both completed and under-construction/future developments), comparable recent lease transactions witnessed in the micro-market along with the trends in leasing within the Subject Properties in recent past, wherever available. This analysis enabled the Valuer to have an informed opinion on the market rent (applicable rental for the micro-market where the respective Subject Properties are located) and achievable market rent (Valuer's view on achievable rent for the respective Subject Properties for leasing vacant spaces, potential leasable area under development or planned as well as upon re-leasing of the existing let out area).

ii. For tenants occupying relatively large space within the Subject Properties, where there may be some instances of areas being let out at lower than market rent, it is assumed that the leases shall revert to market rent following the expiry of the lease, factoring appropriate re-leasing time.

Portfolio Assessment:

i. As the first step, the rent rolls (which includes review of corresponding leases deeds) on a reasonable sample basis were reviewed to identify tenancy characteristics for the Subject Properties. As part of the rent roll review, major tenancy agreements were reviewed on a reasonable sample basis. For example, for G2 we have reviewed lease deeds of top 10 tenants contributing nearly 90% of gross contractual rentals of the subject property.

ii. For anchor/large tenants, adjustments on achievable market rent or additional lease-up timeframe have been adopted upon lease reversion wherever relevant.

iii. Title reports, Architect's certificates and other related documents as mentioned in earlier sections of the report were reviewed for validation of area details, ownership interests of the Subject Properties.

iv. Physical site inspections were undertaken to assess the current status of the Subject Properties.

Preparation of Future Cash Flows:

i. Net operating income (NOI) has primarily been used to arrive at the Market Value of the Subject Properties. The cash flows for the operational, under construction and future development area have been projected separately for the purpose of estimating and reporting valuation in accordance with the SEBI (REIT) Regulations

ii. The projected future cash flows from the property are based on existing lease terms for the operational area till the expiry of the leases or re-negotiation, whichever is earlier, following which, the lease terms have been aligned with market rents achievable by the Subject Properties. For vacant area, under-construction area and future development area, the achievable market rent-led cash flows are projected factoring appropriate lease-up time frame for vacant/under-construction/future development area. These cash flows have been projected for 10-year duration from the date of valuation wherein 11th year NOI is capitalized (for assessment of terminal value based on NOI). These future cash flows are then discounted to present-day value (valuation date) at an appropriate discount rate.

Each of the lease was assessed to project the cash flows for a period of 10 years. The assessment was carried out in the following manner:

Step 1	Rental income from existing tenants up to the period of lease expiry, lock-in expiry, escalation milestones, etc. is projected whichever is applicable. In the event of any vacant spaces, achievable market-rent is assumed for future income for such spaces with suitable time for leasing up the space. This data is then used to generate market aligned revenue stream from existing and potential tenants for the desired time period.
Step 2	In the event the escalated contracted rent is higher than the achievable market rent by 15%, the contracted terms are ignored, and the terms are reverted to market. In the event the escalated contracted rent is below 115% of the achievable market rent, the contracted terms are adopted going forward until the next lease review/ renewal. Intent of this step is to project the rental income for respective leases until lease expiry as well as post expiry.
Step 3	Computing the monthly rental income projected as part of Step 2 and translating the same to a quarterly income (for the next 10 years and NOI of the 11th year – considered for calculation of terminal value).

iii. Recurring operational expenses, fit-out income (wherever applicable, however, the same has not been included in the NOI for the purpose of arriving at the terminal value by capitalisation) and vacancy provision have been adopted in-line with prevalent market practices and conditions. In addition, appropriate rent-free periods have been adopted during lease roll-overs to consider potential rent-free terms as well as outflows towards brokerage. For all Subject Properties, operational revenues and expenses of the respective properties are reviewed to understand the recurring, non-recurring, recoverable and non-recoverable expenses and accordingly estimate the margins on the common area maintenance income, which accrues as cash inflows to the Subject Properties and normalised for the purpose of cash flow projections. The 1 year forward income for the 11th year has been capitalized to assess the terminal value of the development at the end of year 10.

Key Assumptions

REIT Portfolio

1. Candor Techspace G2

Particulars		Units	Details	
Property details				
Type of property			**Completed**	**Future Development**
Leasable area		Msf	3.86	0.10
Committed Occupancy		%	91.5%	-
Key Assumptions				
Achievable Market Rental per month		INR per sq. ft.	82	82
Rental Growth Rate	(for FY'22)	%	2.5%	2.5%
	(for FY'23)	%	5.0%	5.0%
	(for FY'24 - FY'27)	%	7.0%	7.0%
	(from FY'28 onwards)	%	5.0%	5.0%
Normal Market lease tenure		Years	9	9
Construction start date		Date	NA	01-Jan-22
Construction end date		Date	NA	30-June-23
Capitalization Rate		%	8.0%	8.0%
WACC		%	11.75%	13.00%

NA - Not Applicable

2. Candor Techspace N1

Particulars		Units	Details		
Property details					
Type of property			**Completed**	**Under Construction**	**Future Development**
Leasable area		Msf	1.85	0.08	0.87
Committed Occupancy		%	71.6%	-	-
Key Assumptions					
Achievable Market Rental per month		INR per sq. ft.	48	48	48
Rental Growth Rate	(for FY'22)	%	2.5%	2.5%	2.5%
	(for FY'23)	%	5.0%	5.0%	5.0%
	(for FY'24 - FY'27)	%	7.0%	7.0%	7.0%
	(from FY'28 onwards)	%	5.0%	5.0%	5.0%
Normal Market lease tenure		Years	9	9	9
Construction start date		Date	NA	23-Jan-18	01-Oct-21
Construction end date		Date	NA	30-Sept-21	30-June-25
Capitalization Rate		%	8.0%	8.0%	8.0%
WACC		%	11.75%	13.00%	13.00%

NA - Not Applicable

3. Candor Techspace K1

Particulars		Units	Details	
Property details				
Type of property			**Completed**	**Future Development**
Leasable area		Msf	3.06	2.68
Committed Occupancy		%	91.8%	-
Key Assumptions				
Achievable Market Rental per month		INR per sq. ft.	40	40
Rental Growth Rate	(for FY'22)	%	2.5%	2.5%
	(from FY'23 onwards)	%	5.0%	5.0%
Normal Market lease tenure		Years	9	9
Construction start date		Date	NA	01-July-21
Construction end date		Date	NA	30-June-27
Capitalization Rate		%	8.50%	8.50%
WACC		%	11.75%	13.00%

NA - Not Applicable

4. Kensington

Particulars		Units	Details
Property Details			
Type of property			**Completed**
Leasable area		Msf	1.54
Committed Occupancy		%	86.5%
Key Assumptions			
Achievable Rental per month		INR per sq. ft.	120
Rental Growth Rate	(for FY'22)	%	2.5%
	(for FY'23)	%	5.0%
	(for FY'24 - FY'25)	%	7.0%
	(from FY'26 onwards)	%	5.0%
Normal Market lease tenure		Years	9
Construction start date		Date	NA
Construction end date		Date	NA
Capitalization Rate		%	8.00%
WACC		%	11.75%

NA - Not Applicable