ENCUMBRANCE CERTIFICATE

WITH RESPECT TO

<u>Project namely 'Eldeco Ballads of Bliss' situated at GH-1A/2, Sector-22D, Yamuna Expressway Industrial Development Authority, Dist. Gautam Budh Nagar, Uttar Pradesh</u>

ISSUED BY

HKJ & ASSOCIATES
Advocates & Consultants
2nd Floor, Manish Chambers, L.S.C.
Mayur Vihar, Phase 2, Delhi - 110091

HIGHLY CONFIDENTIAL & CLIENT PRIVILEGED

14th April, 2025

PRIVATE AND CONFIDENTIAL

To

14th April, 2025

Eldeco Goodliving Properties Limited
201-212, Splendor Forum, IInd Floor,
Jasola District Centre, New Delhi-110025

Kind Attention: Mr. Parag Dimri, Director

I. INTRODUCTION

Based on the instructions given to us by Eldeco Goodliving Properties Limited ("**Client**"), we have issued this certificate ("**Certificate**") solely on the basis of our review of the documents provided to us in respect of proposed Group Housing Project namely 'Eldeco Ballads of Bliss' [hereinafter referred to as **"Project"**] on a land admeasuring 20379 sq. mtr. (5.0357 acres) situated at GH-01A/2, Sector-22D, Yamuna Expressway Industrial Development Authority, Dist. Gautam Budh Nagar, Uttar Pradesh [hereinafter referred to as **"Said Land"**], listed at Annexure-I of this Certificate ("**Documents**").

II. ASSUMPTIONS AND QUALIFICATIONS

(i) Our scope, for the purpose of this Certificate, was limited only to the review of the Documents and did not involve (a) any independent investigation with respect to the information contained in the Documents or inquiry into the veracity or authenticity of any fact(s) therein; and (b) any independent searches with respect to any documents/records in respect of the Land, other than the Documents provided to us.

(ii) We have relied solely on the Documents and the information and the contents set out therein, and have assumed correctness of such information and contents. Our observations in this Certificate are limited to issues and risks arising from a legal perspective in relation to the title of the respective owner to the Land, as analyzed by us from the Documents.

(iii) Unless otherwise specified under this Certificate, we have not examined issues pertaining to (a) approvals from statutory/ regulatory authorities for construction, development and/ or occupation of the Land; (b) business, taxation, regulatory and financial issues of the present or previous owners of the Land; and (b) local regulations, circulars, notifications, regulations, etc. that the Land may be subject to.

(iv) The key issues set out in this Certificate are subject to the requisitions raised by us and the same may be updated and modified upon review of the responses that may be provided to our requisitions.

(v) We have relied solely on the Documents to determination the mortgages created upon and the on-going litigations in respect of the Land; and have not independently verified any litigation,

H.K.J. & ASSOCIATES DELHI-110091 Mayur Vihar, Phase-II encumbrances arising on the Land. Further, we have not conducted any searches in: (a) any court, registry or the office of any authority in relation to any pending or threatened litigation, claim or proceeding arising on or in connection with the Land mentioned herein; and/or (b) the office of the Registrar of Companies or any other statutory authority to determine any encumbrances created/existing with respect to the Land. The Certificate has been drafted on the basis of a review of Documents made available to us in respect of the Land.

(vi) While all reasonable care has been taken to ensure that the facts stated in this Certificate are accurate and based only on the details and the documents provided to us and perused by us, neither H.K.J. & Associates, nor any of its advocate, attorney, associate, consultant, staff, employee, etc., shall in any way be responsible for the contents of this Certificate and we take o responsibility/liability for any reliance thereon by a third party. H.K.J. & Associates, (including its any advocate, attorney, associate, consultant, staff, employee, etc.) will not be liable for any consequential, incidental or punitive loss or expense in any condition or situation whatsoever.

III. CERTIFICATE

Description of the Said Land
GH-01A/2, Sector-22D, Uttar Pradesh
FLOW OF TITLE
➢ That Yamuna Expressway Industrial Development Authority ("**YEIDA**") under Scheme Code: YEA-GH-07/2024 for builder plots had invited Bid from various Builders ("Bid") for development of Group Housing on Plot no. GH-01A/2, admeasuring 20,000 sq. mtr., Sector-22D, Uttar Pradesh. ➢ That pursuant to the terms of the Bid document, the Bidder is allowed to form consortium for filing the Bid and once the Bidder is selected, the Bidder shall form a Special Purpose Company ("**SPC**") and subsequently SPC will carryout all the responsibility of the Bidder/Allottee. ➢ That Eldeco Infrastructure & Properties Limited (being the 'Lead Member' 70% of SPC) and Havenclass Homes Solutions Limited (referred as 'Other Member' 30% of SPC) (collectively referred as "**Consortium Members**"), in Consortium filed the aforesaid Bid and the Consortium was the successful bidder, accordingly to the terms, the consortium has formed "Eldeco Goodliving Properties Limited" as its SPC/Promoter. A copy of the Consortium Agreement enclosed as '**Annexure-I**'. ➢ That YEIDA vide an Intimation Letter Cum Provisional Allotment Letter having reference no. YEA/GH07/2024/3556 dated 24.07.2024 allotted the Plot no. GH-01A/2, admeasuring 20,000 sq. mtr., Sector-22D, Uttar Pradesh to Consortium Members on lease for a period of 90 (ninety) years. ➢ And as per the terms, the Consortium Members have selected 'Eldeco Goodliving Properties Limited' as its SPC to carry out all its responsibilities as the Allottee/Lessee and subsequently, SPC/Promoter received a letter from YEIDA on 29.10.2024 for permission of lease deed execution of Plot no. GH-01A/2, admeasuring 20,335 sq. mtr., Sector-22D, Uttar Pradesh in favor of Eldeco Goodliving Properties Limited, copy of same has been attached as '**Annexure-II**'.

H.K.J. & ASSOCIATES DELHI-110091 Mayur Vihar, Phase-II

- And Accordingly, SPC/Promoter on 12.11.2024 has entered into the Lease Deed with YEIDA for the purpose of constructing Group Housing/Builders Residential Building on Plot no. GH-01A/2, admeasuring 20,335 sq. mtr., Sector-22D, Uttar Pradesh for a term of 90 (Ninety) years commencing from the date of Lease Deed, on the terms and conditions as mentioned therein, which is duly registered on 12.11.2024 at the office of concerned Sub-Registrar, Greater Noida vide Book no. -1, Volume no. 45917, pages from 95 to 172, Registration No. 37036.

- Further, on 28.11.2024, YEIDA informed that the Plot area has been increased by 44 sq. mtrs. i.e from 20,335 sq. mtr. to 20,379 sq. mtr., accordingly, on 17.12.2024, a Supplementary Lease deed was executed amongst SPC/ Promoter and YEIDA in respect of the increase in area of the Plot i.e Said Land, which is duly registered on 17.12.2024 at the office of concerned Sub-Registrar, Greater Noida vide Book no. -1, Volume no. 46138, pages from 133 to 148, Registration No. 41350. A copy of the aforesaid Lease Deed along with Supplementary Lease deed are enclosed as '**Annexure-III**'.

- That the SPC/Promoter is developing the Said Land under the name and style of "Eldeco Ballads of Bliss" in a planned wise manner as per the building plan approved by YEIDA vide वाई0ई0ए0/नियोजन/796/2025 dated 04.04.2025 which inter-alia includes Group Housing, commercial space, parks, utilities and common services and facilities therein, which is valid for 5 years i.e. till 03.04.2029.

POSSESSION

As per documents provided and perused by us, possession of Said Land appears to be with Eldeco Goodliving Properties Limited.

PUBLIC ACTIVITY

As per documents provided and perused it appears that Said Land does not relate to any public activity/ Trust Land/ Govt. Land/ Road.

CONFIRM

a) Is there any mortgage/s or other encumbrances that have been created against the Land? If yes, kindly provide all the relevant information.
We have been informed that the Promoter has created mortgaged/ hypothecated Project Land and/or receivables thereon in favor of JM Financial Credit Solutions Limited.

b) Details and copies of agreements entered or Power of Attorney given with respect to the Land, if any.
We have been informed that for development of Land a consortium agreement and for encumbrance - Memorandum of Entry, Declaration and Deed of Hypothecation has been executed.

c) Whether the Land is subject matter to any dispute before any court of law or tribunal in India? If yes, kindly provide all the relevant information.

H.K.J. & ASSOCIATES DELHI-110091 Mayur Vihar, Phase

We have been informed that there is no such dispute on the Land.

CONCLUSION

On perusal of documents shared in relation to the Said Land, we are of the view that Eldeco Goodliving Properties Limited has valid and subsisting title over the Said Land on the basis of Lease Deed and Consortium Agreement, in its favour.

Trust the above is of assistance to you, if you have any further clarifications, please feel free to revert.

Yours faithfully,
For **H.K.J. & Associates**

H.K. Jagga
Advocate

BAR COUNCIL OF DELHI

(Statutory Body Under Advocates Act,1961)

H.O.: 2/6, Siri Fort Inst. Area, Khel Gaon Marg, New Delhi-49, Ph. : 26496396/5196
Website : delhibarcouncil.com, E-mail : barcouncilofdelhi@rediffmail.com

S.No. 1348/H/4-HC Valid Upto 31/12/2022

HARENDER KUMAR JAGGI

ADVOCATE

Enrolment No. D/184-D/1977

Date of Enrolment
08/09/1977

Maninder Singh
Chairman

R. Balasubramanian
Member, Special Committee

Blood Group : AB+ Heart Patient : No (Yes/No)

Diabetic : No (Yes/No) Date of Birth : 05/03/1954

Residence : Flat No.505, Pocket-E,
Mayur Vihar, Ph-II, Delhi-110091.

Ph. : 9810078159, 22772793

Office : 2nd Floor, Manish Chambers,
LSC Mayur Vihar-II, Delhi-91.

Ph. : 9810078159, 22772666

Holder's Signature

Checked by

ELDECO GOODLIVING PROPERTIES LIMITED

FORM -RA-8

Affidavit for Declaration on credit Facilities Availed for the Project

To,

The Secretary
Uttar Pradesh Real Estate Regulatory Authority
Naveen Bhavan, Rajya Niyojan Sansthan,
Kala Kankar House, Old Hyderabad,
Lucknow, Uttar Pradesh – 226007

Sub: Affidavit/ Declaration on Credit Facilities Availed for the Project "*Eldeco Ballads of Bliss*"

1. I, Anand Kumar Srivastava, Director of Eldeco Goodliving Properties Limited, duly authorised by the Promoter of the proposed project, do hereby solemnly declare, undertake and state that as on date given in the verification below the following credit facilities (secured) have been availed for the project "**Eldeco Ballads of Bliss**".

	Details	
a.	Name of Lender	JM Financial Credit Solutions Limited
b.	Address of lender's Office/ Branch	7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Dadar (West), Mumbai – 400025
c.	~~Date of Borrowing~~/ First Disbursement	Disbursement post receipt of RERA approval
d.	Amount Sanctioned	Rs. 80 crores (Rupees Eighty Crores only)
e.	Amount Disbursed	Yet to be disbursed
f.	Outstanding Amount as on date of affidavit	Zero
g.	Details of Project Assets given as Mortgage / Security	Project land situated at Plot No. GH-01A/2 admeasuring 20379 Sq. Mtrs. Situated in Sector 22 D, Gautam Buddh Nagar, Uttar Pradesh and receivables thereon.

For Eldeco Goodliving Properties Limited
Director/Authorised Signatory

1. I undertake that funds from the declared credit facility will be deposited in the separate account only.
2. I also confirm that the certificate given by the Chartered Accountant (including UDIN) Sri Suraj Singhal membership no. 545310 certifying all the borrowings on date, as required under para 10(ii) of the project Account Directions issued by U.P. RERA is enclosed with this affidavit.

3. I confirm that the certificate issued by the lending institution namely, JM Financial Credit Solutions Limited, as required under para 10(iii) of the Project Account Directions issued by U.P. RERA is also enclosed with this affidavit.

For Eldeco Goodliving Properties Limited

Director/Authorised Signatory

Deponent

Verification

The Contents of this Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verify by me at Delhi on this 13th day of May, 2025

For Eldeco Goodliving Properties Limited

Director/Authorised Signatory

Deponent

CERTIFICATE

This certificate is issued in pursuance with clause 10(ii) of Real Estate Project (Maintenance and operation of Project Bank Accounts) Directions, 2020 as revised in November, 2023 issued by Uttar Pradesh Real Estate Regulation Authority.

This is to certify that as per the following details:

1. the records of index of charge reflecting on Ministry of Corporate Affairs (MCA) of Eldeco Goodliving Properties Limited ("**Promoter**"), *a copy of MCA records as Annexure-1;*
2. a letter dated 12.05.2025 obtained from JM Financial Credit Solutions Limited ("**Lender**"), *a copy of Lender's letter as Annexure-2* and;
3. on the basis of books of accounts along with information and documents produced before us;

the Promoter has obtained secured credit facility amounting Rs. 80 crores (Rupees Eighty Crores only) from Lender, *the Promoter shall utilise the funds towards Project cost/ working capital requirements of its project namely "Eldeco Ballads of Bliss" admeasuring 20,379 sq mtrs situated at Plot No. GH-1A/2, Sector -22D, Yamuna Expressway, Gautam Budh Nagar, Uttar Pradesh – 203201* ("**Project**")

To secure the aforesaid credit facility, the Promoter has mortgaged (including hypothecation on its future receivables) of the Project.

Further, this is to certify *that disbursement for the aforesaid credit facilities shall commence only after obtaining the registration under RERA act, 2016 for the Project.*

Singhal Suraj & Co
Chartered Accountants

Suraj Singhal

Suraj Singhal
(Proprietor)
M No 545310
Place: New Delhi
Date: 13-05-2025

SINGHAL SURAJ & CO
FRN: 023177C
CHARTERED ACCOUNTANTS

UDIN- 25545310BMHWLN1329

Ministry Of Corporate Affairs

Date : 13-05-2025 11:52:52 am

Company Information

CIN	U68100DL2024PLC433052
Company Name	ELDECO GOODLIVING PROPERTIES LIMITED
ROC Name	ROC Delhi
Registration Number	433052
Date of Incorporation	21/06/2024
Email Id	manisha.budakoti@eldecoproperties.com
Registered Address	201-212,SPLENDOR FORUM, 2ND FLOOR,SPLENDOR FORUM, Sukhdev Vihar, South Delhi, New Delhi, Delhi, India, 110025
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	No
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Public
ACTIVE compliance	-
Authorised Capital (Rs)	1,00,000
Paid up Capital (Rs)	1,00,000
Date of last AGM	-
Date of Balance Sheet	-
Company Status	Active

Jurisdiction	
ROC (name and office)	ROC Delhi
RD (name and Region)	RD, Northern Region

Index of Charges

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity	Asset Holder Name
1	AB3789926	101021949	JM FINANCIAL CREDIT SOLUTIONS LIMITED	19/12/2024	12/05/2025	-	80,00,00,000	7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi,Mumbai City, MUMBAI, Maharashtra, India, 400025	No	-

Director/Signatory Details

Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
1	10676936	PARAG DIMRI	Director	21/06/2024	-	Yes
2	10676937	ANAND KUMAR SRIVASTAVA	Director	21/06/2024	-	Yes
3	10676938	RAJEEV KUMAR	Director	21/06/2024	-	Yes

Ministry Of Corporate Affairs

Date : 13-05-2025 7:39:39 pm

Company Information

CIN	U74899HR2000PLC043893
Company Name	ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED
ROC Name	ROC Delhi
Registration Number	043893
Date of Incorporation	16/03/2000
Email Id	secretarial@eldecoproperties.com
Registered Address	Shop No. S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector 12, Faridabad, Haryana, India, 121007
Address at which the books of account are to be maintained	201-212, 2ND FLOOR, SPLENDOR FORUM JASOLA DISTRICT CENTRE, NEW DELHI, Delhi, India, 110025
Listed in Stock Exchange(s) (Y/N)	No
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Public
ACTIVE compliance	ACTIVE Compliant
Authorised Capital (Rs)	60,00,00,000
Paid up Capital (Rs)	10,82,51,770
Date of last AGM	30/09/2024
Date of Balance Sheet	31/03/2024
Company Status	Active

Jurisdiction	
ROC (name and office)	ROC Delhi
RD (name and Region)	RD, Northern Region

Index of Charges

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
1	AB2645254	101043866	TATA CAPITAL LIMITED	29/01/2025	-	-	7,98,47,012	11th Floor, Tower A, Peninsula Business Park Ganpatrao Kadam Marg, Lower Parel,Mumbai, Mumbai, Maharashtra, India, 400013	No
2	AB2357205	101039568	VISTRA ITCL (INDIA) LIMITED	17/12/2024	-	-	6,00,00,00,000	The Capital Building, B Wing, 5th Floor, Unit No 505 A2, Bandra Kurla Complex, Mumbai, Mumbai, Maharashtra, India, 400051	-
3	AB1893524	101003459	VISTRA ITCL (INDIA) LIMITED	26/10/2024	-	-	30,00,00,000	The Capital Building, B Wing, 5th Floor, Unit No 505 A2, Bandra Kurla Complex, Mumbai, Mumbai, Maharashtra, India, 400051	No
4	AB1852866	101001876	TATA CAPITAL HOUSING FINANCE LIMITED	21/10/2024	-	-	30,00,00,000	11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Mumbai, Maharashtra, India, 400013	No

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
5	AB3790123	100984343	JM FINANCIAL CREDIT SOLUTIONS LIMITED	16/09/2024	12/05/2025	-	52,00,00,000	7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi,Mumbai City, MUMBAI, Maharashtra, India, 400025	No
6	AB1008269	100978907	TATA CAPITAL HOUSING FINANCE LIMITED	13/08/2024	-	-	10,00,00,000	11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Mumbai, Maharashtra, India, 400013	No
7	AA9923450	100963925	ICICI BANK LIMITED	26/07/2024	-	-	40,00,00,000	ICICI Bank Tower, Near Chakli Circle, Old Padra Road,Vadodara, Vadodara, Gujarat, India, 390007	No
8	AA7194543	100870444	VISTRA ITCL (INDIA) LIMITED	26/02/2024	20/03/2024	-	2,70,00,00,000	IL & FS FINANCIAL CENTREPLOT NO C22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST,Mumbai, Bandra, Maharashtra, India, 400051	No
9	AA6156285	100815810	TATA CAPITAL HOUSING FINANCE LIMITED	30/10/2023	-	-	50,00,00,000	11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Mumbai, Maharashtra, India, 400013	No
10	AA7029071	100659715	JM FINANCIAL CREDIT SOLUTIONS LIMITED	03/12/2022	22/12/2022	11/03/2024	2,45,00,00,000	7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi,Mumbai City, MUMBAI, Maharashtra, India, 400025	No
11	AB0808128	100657379	VISTRA ITCL (INDIA) LIMITED	30/11/2022	02/09/2024	-	7,00,00,00,000	The Capital Building, B Wing, 5th Floor, Unit No 505 A2, Bandra Kurla Complex, Mumbai, Mumbai, Maharashtra, India, 400051	No
12	AB1398152	100680960	-	14/10/2022	-	25/09/2024	42,00,00,000	IL & FS FINANCIAL CENTREPLOT NO C22 G BLOCK BANDRA KURLA Page 5 of 9 COMPLEX BANDRA EAST,Mumbai, Mumbai, Maharashtra, India, 400051	-
13	AA9514213	100641636	JM FINANCIAL CREDIT SOLUTIONS LIMITED	29/09/2022	-	12/07/2024	40,00,00,000	7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi,Mumbai, Mumbai, Maharashtra, India, 400025	No
14	AB3117998	100545713	ICICI BANK LIMITED	14/03/2022	-	19/03/2025	26,50,00,000	ICICI Bank Tower, Near Chakli Circle, Old Padra Road,Vadodara, , India, 390007	No
15	T95113312	100556906	ICICI BANK LIMITED	11/03/2022	-	-	5,06,00,000	ICICI Bank Tower, Near Chakli Circle, Old Padra Road,Vadodara, , India, 390007	No
16	AA1345088	100462891	ICICI BANK LIMITED	07/07/2021	-	31/01/2023	6,50,00,000	ICICI Bank Tower, Near Chakli Circle, Old Padra Road,Vadodara, , India, 390007	No
17	T57300113	100476186	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	19/06/2021	-	08/10/2021	3,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
18	T57308561	100476187	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	19/06/2021	-	08/10/2021	3,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
19	T57300550	100476188	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	19/06/2021	-	08/10/2021	9,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
20	T10985257	100430856	ICICI BANK LIMITED	27/03/2021	-	-	10,10,00,000	ICICI Bank Tower, Near Chakli Circle, Old Padra Road,Vadodara, , India, 390007	No
21	AA1346887	100434672	ICICI BANK LIMITED	27/03/2021	-	31/01/2023	3,75,00,000	ICICI Bank Tower, Near Chakli Circle, Old Padra Road,Vadodara, , India, 390007	No
22	AA1162992	100451391	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	24/03/2021	-	14/12/2022	7,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
23	AA1034172	100435367	ADITYA BIRLA FINANCE LIMITED	16/01/2021	-	21/10/2022	3,00,00,000	Indian Rayon Compound, Veraval, , India, 362266	No
24	AA5775321	100409340	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	06/01/2021	19/06/2021	27/09/2023	3,60,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
25	T54294210	100374017	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	07/09/2020	-	17/09/2021	25,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
26	AA1163060	100360545	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	29/07/2020	-	14/12/2022	25,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
27	AA5775646	100350726	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	16/07/2020	-	27/09/2023	60,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
28	AA1163084	100264118	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	08/05/2019	-	14/12/2022	80,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
29	AA1504347	100256009	ICICI BANK LIMITED	27/03/2019	19/07/2019	31/01/2023	30,00,00,000	S-26 (First Floor),Uphaar Cinema Complex, Green Park Extension,New Delhi, Haryana, India, 132103	No
30	T57524134	100245172	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	01/03/2019	-	08/10/2021	30,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
31	AA1033992	100245717	ADITYA BIRLA FINANCE LIMITED	25/02/2019	-	22/10/2022	25,00,00,000	Indian Rayon Compound, Veraval, , India, 362266	No
32	R98981111	100239642	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	15/02/2019	-	11/02/2021	20,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
33	AA6839376	100162366	ICICI BANK LIMITED	20/02/2018	09/04/2018	25/01/2024	30,00,00,000	S-26 (First Floor),Uphaar Cinema Complex, Green Park Extension,New Delhi, Delhi, India, 110016	No
34	T62938758	100176480	OTHERS	11/01/2018	-	29/11/2021	1,20,00,00,000	IL & FS FINANCIAL CENTREPLOT NO C22 G BLOCK BANDRA,KURLA COMPLEX BANDRA EAST,MUMBAI, , India, 400051	No
35	AA5771224	100141362	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	15/12/2017	-	27/09/2023	40,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, , India, 400020	No
36	G49170749	100112119	ICICI BANK LIMITED	29/06/2017	-	-	32,70,00,000	S-26 (First Floor),Uphaar Cinema Complex, Green Park Extension,New Delhi, Delhi, India, 110016	No
37	AA1236960	100101248	VISTRA ITCL (INDIA) LIMITED	09/05/2017	-	19/01/2023	47,30,00,000	IL & FS FINANCIAL CENTREPLOT NO C22 G BLOCK BANDRA,KURLA COMPLEX BANDRA EAST,MUMBAI, , India, 400051	No
38	T37160454	100098491	ICICI BANK LIMITED	02/05/2017	-	23/08/2021	25,00,00,000	S-26 (First Floor),Uphaar Cinema Complex, Green Park Extension,New Delhi, Delhi, India, 110016	No
39	H50495506	100019295	ICICI BANK LIMITED	23/03/2016	-	11/03/2019	40,00,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, , India, 390015	No
40	H51700334	100019808	ICICI BANK LIMITED	23/03/2016	-	19/03/2019	25,00,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, , India, 390015	No

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
41	AA5772034	10612566	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	11/01/2016	-	27/09/2023	60,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
42	T57561045	10613623	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	28/12/2015	-	08/10/2021	45,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
43	AA5771503	10601199	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	13/10/2015	20/11/2015	27/09/2023	40,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
44	C25231259	10523912	ICICI BANK LIMITED	01/10/2014	-	-	12,22,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
45	AA5773781	10527656	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	01/10/2014	-	27/09/2023	60,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
46	C15009822	10512900	ICICI BANK LIMITED	12/07/2014	-	-	10,82,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
47	AA5772319	10478738	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	03/02/2014	-	27/09/2023	75,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
48	G02031862	10467505	ICICI BANK LIMITED	26/12/2013	-	26/04/2016	25,00,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
49	AA5774276	10444120	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	06/08/2013	-	27/09/2023	32,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
50	C70239603	10439889	SICOM LIMITED	03/06/2013	-	17/11/2015	30,00,00,000	SOLITAIRE CORPORATE PARK, BUILDING NO. 4, GURU,HARGOVINDJI ROAD, ANDHERI (EAST),Mumbai, Maharashtra, India, 400093	No
51	AA5774389	10403957	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	11/01/2013	-	27/09/2023	27,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
52	AA5774596	10390757	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	17/11/2012	-	27/09/2023	27,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
53	C70239058	10380814	SICOM LIMITED	24/09/2012	-	05/11/2015	70,00,00,000	SOLITAIRE CORPORATE PARK, BUILDING NO. 4, GURU,HARGOVINDJI ROAD, ANDHERI (EAST),Mumbai, Maharashtra, India, 400093	No
54	C14535116	10342424	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	20/03/2012	-	11/07/2014	18,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
55	AA5774698	10338219	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	28/02/2012	-	27/09/2023	25,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
56	C41100363	10334136	ICICI BANK LIMITED	31/01/2012	27/03/2014	07/01/2015	17,50,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
57	AA5775011	10303559	HOUSING DEVELOPMENT	05/08/2011	-	27/09/2023	25,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH	No

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
			FINANCE CORPORATION LIMITED					MARG,MUMBAI, Maharashtra, India, 400020	
58	C14532964	10303556	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	05/08/2011	-	11/07/2014	20,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
59	A99370298	10223996	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	20/05/2010	-	13/11/2010	10,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
60	AA5778770	10186900	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	03/10/2009	15/07/2010	27/09/2023	77,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
61	R78967114	10177296	STATE BANK OF PATIALA	03/09/2009	-	24/12/2020	17,00,000	NEW FRIENDS COLONY,NEW DELHI, Delhi, India, 110025	No
62	B33116609	10158136	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	30/03/2009	-	28/02/2012	32,49,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
63	B74438870	10158131	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	30/03/2009	-	08/04/2013	55,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
64	B91005017	10120512	STATE BANK OF PATIALA	19/08/2008	20/05/2011	19/11/2013	10,00,00,000	COMMERCIAL BRANCH,2ND FLOOR, 36, JANPATH,NEW DELHI, Delhi, India, 110001	No
65	A35891084	10075432	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	01/10/2007	-	19/02/2008	10,32,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
66	A36710218	10075456	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	01/10/2007	-	31/03/2008	5,95,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
67	B29417292	10068210	YES BANK LIMITED	05/09/2007	23/05/2008	06/01/2012	26,50,00,000	9TH FLOOR, NEHRU CENTRE, DISCOVERY OF INDIA, DR. ANNIE BESANT ROAD, WORLI, MUMBAI, Maharashtra, India, 400018	No
68	C41322587	10066058	State Bank of India	16/08/2007	20/05/2011	24/01/2015	18,53,00,000	STATE BANK OF INDIA INDUSTRIAL FINANCE BRANCH,JAWAHAR VYAPAR BHAWAN 1, TOLSTOY MARG,NEW DELHI, Delhi, India, 110001	No
69	B19094721	10052068	ICICI BANK LIMITED	28/05/2007	22/05/2009	06/08/2011	27,72,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
70	A79935946	10054656	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	16/05/2007	-	08/02/2010	47,75,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
71	B92666510	10053526	State Bank of India	16/05/2007	20/05/2011	20/11/2013	33,50,00,000	STATE BANK OF INDIA INDUSTRIAL FINANCE BRANCH,JAWAHAR VYAPAR BHAWAN 1, TOLSTOY MARG,NEW DELHI, Delhi, India, 110001	No
72	AA5778716	10047177	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	29/03/2007	29/03/2007	27/09/2023	25,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
73	A89807143	10046348	DSP MERRILL LYNCH CAPITAL LIMITED	28/03/2007	-	02/07/2010	40,00,00,000	MAFATLAL CENTRE 10TH FLOORNARIMAN POINT,MUMBAI, Maharashtra, India, 400021	No

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
74	A18234047	10045298	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	29/01/2007	11/05/2007	30/06/2007	20,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
75	A80039910	10014144	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	11/07/2006	16/05/2007	22/02/2010	50,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No
76	A15734742	10018901	ICICI BANK LIMITED	09/06/2006	-	21/05/2007	10,00,00,000	ICICI BANK TOWERS,SOUTH TOWER, 7TH FLOOR, BANDRA KURLA COMPLEX, MUMBAI, Maharashtra, India, 400051	No
77	B19093012	80014656	ICICI BANK LIMITED	28/11/2005	22/05/2009	06/08/2011	46,78,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
78	A65441735	80001733	HOUSING DEVELOPMENT FINANCE CORPORATION LTD	09/08/2005	28/03/2006	07/07/2009	64,04,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,MUMBAI,MUMBAI, Maharashtra, India, 400020	No
79	A18234211	90051453	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	31/03/2005	-	11/07/2007	6,00,00,000	RAMON HOUSE,169; BACKBAY RECLAMATION,MUMBAI, Maharashtra, India, 400020	No
80	A10808590	80023103	ICICI Bank Limited	30/06/2003	30/11/2005	31/01/2007	10,00,00,000	ICICI Towers,Bandra Kurla Complex,Mumbai, Maharashtra, India, 400051	No
81	A65442501	80028505	HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED	21/03/2003	29/03/2007	07/07/2009	76,00,00,000	RAMON HOUSE 169BACKBAY RECLAMATION,H T PAREKH MARG,MUMBAI, Maharashtra, India, 400020	No

Director/Signatory Details

Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
1	00726997	RANJIT KHATTAR	Director	16/12/2022	-	Yes
2	00024735	PANKAJ BAJAJ	Managing Director	16/03/2000	-	Yes
3	*****5694D	SWATI GUPTA	Company Secretary	03/04/2018	-	Yes
4	00042162	RUCHI SACHDEVA	Director	11/03/2022	-	Yes
5	*****2296F	SANJAY KUMAR AGGARWAL	CFO	16/06/2022	-	Yes
6	*****1692J	MANISH JAISWAL	CEO	22/03/2025	-	Yes
7	00022010	AJAY MEHRA	Director	30/09/2023	-	Yes

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TO WHOMSOEVER IT MAY CONCERN

Date: 12-May-2025

Subject: Modification to the charge created over security collateralized towards credit facilities aggregating to INR 132 crores / INR 1,32,00,00,000/- (One Hundred Thirty Two Crores only) sanctioned by JM Financial Credit Solutions Limited ("**JMFCSL**" / "**Lender**") in favour of EIPL and EGPL.

Reference:

1. Term Loan 1 - INR 52,00,00,000/- (Rupees Fifty Two Crores only) in favour of Eldeco Infrastructure & Properties Limited ("**EIPL**"), against Eldeco City Bareilly *(detailed further below under TL-1 Security)* – Term Loan 1 ("**TL-1**") sanctioned by way of sanction letter dated 12th September, 2024.
2. Term Loan 2 - INR 80,00,00,000/- (Rupees Eighty Crores only) in favour of Eldeco Goodliving Properties Limited ("**EGPL**"), **which shall be disbursed post obtaining RERA registration of the Plot No. GH-01A/2, Sector 22D** (admeasuring 20,379 sqm) Gautam Buddh Nagar, Uttar Pradesh, namely "Eldeco Ballads of Bliss" – Term Loan 2 ("**TL-2**") sanctioned by way of sanction letter dated 12th September, 2024 (TL-1 and TL-2 collectively referred to as "**Facilities**").

We hereby state that in order to secure the above Facilities, following land parcels have been mortgaged (incl. future receivables) with us:

1) **"TL-1 Security"**
   Land admeasuring 35.614 Acres comprised in Khasra No. 476P, 477P, 501P, 502, 503P, 504, 505, 506, 509, 512P, 513P situated at village Bilwa, Khasra No. 438, 439, 440, 441 situated at village Dohna Pitam Rai, Khasra No. 898 situated at village Ghanghora, Nainital Road, Bareilly, Uttar Pradesh; namely Project "Eldeco City, Bareilly";
2) **"TL-2 Security"**
   Land admeasuring 20, 379 sqm, located at Builder Plot No. GH-01A/2, Sector – 22D, Yamuna Expressway, District Gautam Buddha Nagar, Uttar Pradesh; namely Project "Eldeco Ballads of Bliss"

In reference to specific request raised by EGPL with regards to the above Facilities and the Securities therein, we now wish to modify the charge over the securities and hereby certify that the TL-1 Security and the TL-2 Security are exclusively mortgaged towards TL-1 and TL-2 respectively and are no more cross collatarised for any other facilities.

Accordingly, TL – 1 is NOT secured by Land admeasuring 20, 379 sqm, located at Builder Plot No. GH-01A/2, Sector – 22D, Yamuna Expressway, District Gautam Buddha Nagar, Uttar Pradesh; namely Project "Eldeco Ballads of Bliss"

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Similarly TL – 2 is NOT secured by Land admeasuring 35.614 Acres comprised in Khasra No. 476P, 477P, 501P, 502, 503P, 504, 505, 506, 509, 512P, 513P situated at village Bilwa, Khasra No. 438, 439, 440, 441 situated at village Dohna Pitam Rai, Khasra No. 898 situated at village Ghanghora, Nainital Road, Bareilly, Uttar Pradesh; namely Project "Eldeco City, Bareilly".

The cross collatarisation of the loans has been removed at the specific request of the respective borrowers and is without prejudice to all other rights available to the Lender under the loan and other facility documents.

We request the Borrowers, on the basis of this letter, to kindly modify the charge forms for TL1 and TL2 respectively, filed with the Ministry of Corporate Affairs – ROC, to give effect to the above understanding.

For and on behalf of **JM Financial Credit Solutions Limited**

JM Financial Credit Solutions Limited

Authorised Signatory

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12th September, 2024

To,
Eldeco Goodliving Properties Limited ('EGPL')
201-212, Splendor Forum,
2nd Floor Jasola District Centre,
New Delhi - 110025

Re: Term Loan Facility to the extent of Rs. 80,00,00,000/- Crores (Rupees Eighty Crores Only)

Dear Sir,

This has reference to your application regarding sanctioning of a term loan facility of Rs.80 crores.

In this context we are pleased to attach herewith our final offer for the term loan facility of Rs. 80 crores, as per Term Sheet enclosed

As a token of your acceptance please sign the second copy and return the same.

Kindly note that the disbursement/drawdown of the term loan facility would be subject to signing of definitive documentation. Pursuant to execution of the definitive documentation for the transaction, if there is a conflict between the terms contained in this Term Sheet and the definitive documentation, the latter shall prevail.

For JM Financial Credit Solutions Limited

JM Financial Credit Solutions Limited

Authorized Signatories

Accepted:

For Eldeco Goodliving Properties Limited ' EGPL'

For Eldeco Goodliving Properties Limited

Authorized Signatory
Authorised Signatory

JM Financial Credit Solutions Limited
Corporate Identity Number : U74140MH1980PLC022644
Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025.
T: +91 22 6630 3030 F: +91 22 6630 3223 www.jmfinancialcreditsolutions.com

Detailed Term sheet

1.	**Borrower**	Eldeco Goodliving Properties Limited "**EGPL**"
2.	**Promoter Group**	ELDECO Group – EIPL (Unlisted Arm)
3.	**Promoters**	Mr. Pankaj Bajaj
4.	**Facility Type**	Secured Term Loan Facility
5.	**Facility Amount**	Term Loan: INR 80 Crs
6.	**Purpose of the Facility**	Towards project expenses of YEIDA Plot A-2, Sector 22 ("**YEIDA Project**") (incl INR 2.1 Crs towards interest during construction period) Towards working capital requirements of the Borrower company.
7.	**Availability Period**	24 months from date of this Term Sheet
8.	**Drawdown**	Drawdown is subject to Terms & Conditions being satisfied.
9.	**Final Maturity**	48 months from the date of first Drawdown
10.	**Repayment**	The repayment shall be made in **8 (Eight)** equal quarterly installments starting from the end of the 27th month and ending on the 48th month from the date of first Drawdown respectively.
11.	**Interest Periods**	Monthly All interest payments to be made in arrears at the end of each Interest Period and calculated on the basis of the actual number of days elapsed in a year of 365 days. No Interest Periods may overrun the Final Maturity.
12.	**Floating Coupon**	15.50% p.a. Linked to HDFC 12 Months MCLR Rate plus a spread thereon. At the time of sanction, the 12 month HDFC MCLR Rate is 9.45%. JMFCSL may retain the right to increase the rate due to increase in the borrowing costs for JMFCSL / any regulatory provisions.
13.	**Interest Reset Date**	At the end of every 12 months from the date of first disbursement
14.	**Processing Fee**	Nil
15.	**Penal Charges**	In case of a payment default, from the date of default till the date of actual payment of such sums by the Borrower /Guarantor /Obligor(s), 8%p.a. on the defaulted amount as penal charges. In case of a non-payment default (including non-maintenance of security cover), from the date of default till the time default is cured, 5% p.a. over the outstandings.
16.	**Security**	Collateral – 1: • First and pari passu charge (pari passu only with the charge created in relation to term loan availed by Eldeco Infrastructure & Properties Ltd ("**EIPL**") for upto an amount of Rs. 52 crores from JM Financial Credit Solutions Limited "**JMFCSL**") to be created on the existing Bareilly Project Land approximately 36 Acres of land through equitable mortgage, Eldeco City Bareilly, near Toll Plaza, Bareilly, Uttar Pradesh ("**Bareilly Project**"). • First and pari passu charge (pari passu only with the charge created in relation to term loan availed by EIPL for upto an amount of Rs. 52 crores from JMFCSL) by way of hypothecation of receivables from the aforesaid Bareilly Project. Collateral – 2: • Equitable charge over receivables (present and future) and land & building Project – Plot A-2, 20,000 sqm, Sec 22, YEIDA (post acquisition and registration) *This is a 90-year lease hold land and first charge will be with YEIDA and subservient charge would be held only by JMFCSL on pari passu basis in relation to the two terms loans of Rs 52 crores and Rs. 80 crores extended by JMFCSL to EIPL and EGPL respectively.

For Eldeco Goodliving Properties Limited

Authorised Signatory

JM Financial Credit Solutions Limited

		Unless otherwise permitted by Lender, the Borrower shall maintain a minimum Security Cover of 1.10 times through Collaterals. Security Cover of 1.75x to be stipulated on the said loan post receipt of approvals (RERA) on the YEIDA Project In the event the security cover falls below the above stipulated cover, the Lender will have the right to ask for proportionate prepayment of the facility to restore the security cover or the Borrower shall offer additional security acceptable to the Lender. Valuation / Inspection shall be done by a Lender approved Valuer / Inspector at Lender's discretion. Security to be created basis equitable mortgage in both collaterals
17.	**Other Conditions**	Postdated Cheques from the Borrower towards repayment of the loan facility as may be required by the Lender. Demand Promissory Note from the Borrower for the principal loan amount and interest thereon.
18.	**Voluntary Prepayments**	The Borrower may make Voluntary Prepayment with payment of a prepayment premium of 1% on the prepaid amount (in case of prepayment made from sources other than project accruals) in the first **Nine** months. Post 9 months, there will be no prepayment charges No amounts prepaid/repaid may be re-borrowed under the Term Loan Facility. Such prepayments shall be appropriated on a First in First out basis.
19.	**Escrow Mechanism**	**Escrow Mechanism for Collateral – 1** • Standard 30:70 Split as per UPRERA Guidelines to be maintained on the Bareilly Project till balance cost of 20 Crs is appropriated, post which 90% to be appropriated towards JM loan repayments (debt and interest). **Escrow Mechanism for Collateral – 2** • Standard 30:70 Split as per UPRERA Guidelines to be maintained on the YEIDA project; • YEIDA project Escrow to be executed and be made functional within 90 days post RERA Registration receipt. All receivables to be routed through the designated escrow account of the projects shall be utilized towards the purpose mentioned above. Borrower(s) to share escrow account statement and detailed entry wise utilisation for all inflows and outflows in each escrow mechanism and fund receipt
20.	**Conditions Precedent to First Drawdown**	Customary for financings of this nature, including, but not limited to: 1. Security Creation on the Bareilly Project (Collateral 1) (MOE and Decn to be executed upfront) a. Clause of 'Covenant to pay' to be included in the security documents 2. For collateral 2 i.e. YEIDA Project, Security Perfection basis DOH and equitable mortgage prior to first Drawdown incl the following: a. Deposit of title deeds (incl Registered Lease Deed) and related documents of the proposed security within 30 days from Sanction, failing which would constitute an event of default. b. PTM to be received within 90 days from Sanction, failing which would constitute an event of default. c. Execution of the mortgage documents (Equitable Mortgage) and DOH within 90 days from Sanction, failing which would constitute an event of default. 3. Submission of CTCs / Originals of all YEIDA related documents (allotment letter, brochure, Bid award communication, Master Plan). 4. Deposit of title deeds (incl Registered Lease Deed) and related documents of the Collaterals. 5. Submission of constitutional documents of the Borrower / SPVs / Holdco / CG Provider

For Eldeco Goodliving Properties Limited

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		6. Technical DD towards all approvals / licenses / issuances from the relevant authorities on the Collateral Projects. 7. Valuation reports of the Projects from an independent valuer appointed by the Lender. 8. Title report and title search certificate of the Security to the satisfaction of the Lender – TSR to also satisfy on the Bid Award confirmation and necessary compliances thereto. 9. Submission of last three years audited financials of the Borrower(s) / Holdco / SPVs / CG Provider (upto Mar 31st 2024). 10. Evidence of due authorization and execution of Transaction Documents. 11. All corporate and other approvals (including from Board of Directors and shareholders / partners) being obtained by Obligors. 12. The execution and delivery of the following, in form and substance satisfactory to the Lender(s) from authorized signatory of the Borrower / Guarantor / Promoter /Obligor(s): a. Certificates with respect to incumbency and signatures. b. Accuracy of representations and warranties required by the Lender(s). c. Absence of defaults and any Material Adverse Change. d. All representations and warranties being true and correct in all material respects on and as of the date of the drawdown, before and after giving effect such drawdown and to the application of the proceeds there from. e. Non-occurrence of any event of default and force majeure event. f. Copy of all approvals pertaining to the Project to be provided upfront (including clarification on RERA) g. Scheme of Merger/ Demerger to be submitted upfront 13. Satisfaction of the Lender's KYC requirements. 14. Receipt of Obligor's most recent audited accounts and auditor's report and un-audited accounts. 15. Upfront Cheques for interest payment and principal repayment 16. Satisfactory CIBIL report on Borrower/Guarantor/ Promoter/ Obligor(s) 17. Obtaining all regulatory consents and approvals, if any, for the transaction and security creation 18. Security Cover of 1.75x to be stipulated on the said loan post receipt of approvals (RERA) on the YEIDA Project of A-2, YEIDA City The Lender(s) shall have the right to stipulate in the facility documentation and such other conditions precedent, as they may deem fit, prior to the drawdown.
21.	**Conditions Subsequent**	**For Collateral 1 i.e. Bareilly Project:** • Charge filing and perfection of security basis DOH and Equitable Mortgage to be concluded within 30 days from the date of execution of the loan agreement. • Escrow agreement to be executed and escrow accounts to be made operational (or existing ones to be transferred to JM's charge) within 90 days from the date of execution of the loan agreement – compliant with the relevant RERA guidelines. • All other operative accounts of the Bareilly Project (if any) with any other bank shall be closed and a proof of closure to be submitted within 90 days from the from the date of execution of the loan agreement / or existing accounts to be transferred to JM's charge. **For Collateral 2 i.e. YEIDA Project:** • Charge filing and perfection of security basis DOH and Equitable Mortgage to be concluded within 30 days from the date of receipt of permission to mortgage. • Escrow agreement to be executed within 90 days from RERA Registration • Client to infuse INR 15 Crs Equity towards the Collateral 2 within the 24 months from first Drawdown . • Cure period of 3M to be provided to above timelines (post which ROI to be increased by 0.50%) • Escrow agreement to be executed and escrow accounts to be made operational (or existing ones to be transferred to JM's charge) within 90 days from the date of execution of the loan agreement – compliant with the relevant RERA guidelines.

For Eldeco Goodliving Properties Limited

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		Common Conditions: • JM Group Peak Combined O/s to not exceed INR 80 Crs at all times. • End use certificate of the disbursement of Term Loan within 30 days from the date of Drawdown • Any change in group structure and ownership beyond 25% of promoter family ownership, or a listing event in EIPL or EGPL will necessarily require the NOC from JMFCSL. • **Insurance** The Borrower shall maintain insurance, if applicable, at all times in respect of the Mortgaged Properties against loss or damage due to standard fire & special perils, earthquake and terrorism and such other risks as may be reasonably prescribed by the Lender from time to time. The insurance policies in this regard shall be assigned to the Lender and the Lender shall be notified therein as loss payees with a suitable mortgage and hypothecation clause as may be required by the Lender. • **Site board** The Borrower shall ensure that: 1. All marketing material such as pamphlets / brochures / advertisements etc. shall necessarily contain the following information: • that the project land/plot/units, as applicable are mortgaged to the Lender. • that NOC from the Lender shall be required prior to purchase of any project land/unit/plot, as applicable in the Project. 2. All agreements being entered into with purchasers of project land/units/plots, as applicable, shall contain a clause stating that the project land/units/plots, as applicable are mortgaged to the Lender and that Lender's prior NOC is required for sale of the project land/units/plots, as applicable.
22.	**Other Conditions**	Collateral 1 Related: • Borrower to ensure Bareilly Project to receive OC by 31-Dec-24. • Cure Period of 3 months to be provided to above milestones. A delay in achievement of the milestones to result in increasing the ROI by 0.50% • JM to review releasing Bareilly Project under below conditions: o Successful Timely RERA Launch of the YEIDA A-2 Project by 30-Jun-25. o Achievement of 30% Sales in the YEIDA A-2 (TL-2 Security) project along with 20% collection on the sales with ASP @ INR 7500/sqft. • All the monies infused in the Bareilly Project from the promoter/ associate concerns in the form of unsecured loans/ NCDs/ ICDs etc to remain subordinated to the lender's facility and interest on the same can be accrued but not paid. • Any change in group structure and ownership beyond 25% of promoter family ownership, or a listing event in EIPL will necessarily require an NOC from JMFCSL. • Lender's Engineer to certify the Project Specifics (FAR / Saleable and BU Area) as well as the Broad Costs of Construction for Collateral 1. Collateral 2 (YEIDA Project) Related: • Borrower to ensure YEIDA Project to be RERA registered by 30-Jun-25 (and further 3 months cure period thereto post which ROI to be increased by 0.50%) • Borrower & lender to mutually agree on sales / collection / construction timelines by 30-Jun-25. • Cure Period of 3 months to be provided to above milestones. A delay in achievement of the milestones to result in increasing the ROI by 0.50% . • All the monies infused in the project from the promoter/ associate concerns in the form of unsecured loans/ NCDs/ ICDs etc to remain subordinated to the lender's facility and interest on the same can be accrued but not paid.

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		• Any change in group structure and ownership beyond 25% of promoter family ownership, or a listing event in EGPL will necessarily require the NOC from JMFCSL. • Average selling price of INR 7,500 psqft to be maintained throughout the tenor of the facility (to be measured periodically – every monthly MIS). • Lender's Engineer to certify the Project Specifics (FAR / Saleable and BU Area) as well as the Broad Costs of Construction for Collateral 2 post the approvals.
23.	**Transfers and Participation**	The Lender is entitled to transfer, assign or novate the whole or any part of their rights and obligations under or in respect of the Facility (including offering the receivables from the Facility as security for Lender's borrowings) to other persons/entities without prior concurrence or intimation to the Borrower / Promoter /Obligor(s) or to any other bank/lender or financial institution.
24.	**Expenses**	All out of pocket expenses incurred by the Lender in connection with the preparation, execution, delivery, modification, amendment and administration of the Transaction Documents (including fees and expenses of counsel to the Lender) will be for the account of the Borrower/Promoter/Obligor(s), irrespective of whether the transaction contemplated herein is completed. In addition, any expenses incurred by the Lender in connection with the enforcement of the Transaction Documents (including fees and expenses of counsel), shall be paid by Borrower / Promoter /Obligor(s).
25.	**Exclusivity & Confidentiality**	The contents of this term sheet and the discussions between the parties are confidential.
26.	**Validity**	3 months from the date of this Term Sheet or an extended period at the discretion of the lender(s)
27.	**Illegality**	In the event that it becomes illegal for any Lender to lend or maintain their commitment, the Borrower will repay all amounts outstanding under the Facility to that Lender and/or that Lender's commitment will be cancelled.

Note: The Lender(s) shall have the right to stipulate in the Transaction Documents such conditions, representations and warranties, Covenants, Events of Default and Consequences of Events of Default, as they may deem fit.

Annexure – Business Plan for YEIDA project – to be agreed by 31-Mar-25

Timelines to be followed in the YEIDA project

Event	Date	Remarks
Disb by	23-Sep-24	Scheduled date
Registry by	08-Oct-24	post 15 days
Deposit with JM by	09-Oct-24	next day
Appn for PTM for JM	11-Oct-24	post registry
Expected receipt of PTM	22-Nov-24	within 60 days from DOFD
Mortgage execution by	27-Nov-24	within 65 days from DOFD
Charge creation basis DOH by	22-Dec-24	within 90 days from DOFD
Charge Modification basis mortgage	22-Dec-24	within 90 days from DOFD
Apply for approvals	06-Jan-25	within 105 days from DOFD
Building plan approval	22-Jun-25	within 9 months from DOFD
Expected receipt of approvals	22-Jun-25	within 9 months from DOFD, incl. RERA
Expected launch of project	30-Jun-25	by June end, 2024
Escrow Setup execution	22-Jul-25	within 10 months of DOFD

3 Months' Cure Period to be provided to above timelines – post which ROI to be increased by 50 bps

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