

Home Finance

Aditya Birla Housing Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)



ADITYA BIRLA
CAPITAL

PROTECTING INVESTING FINANCING ADVISING

To, M/s NB Buildcon Private Limited

Address- 48 Basant Lok, Vasant Vihar New Delhi – 110070.

Sub- No Objection Certificate for creating third party rights

Ref- NOC Required for RERA

Sanction Letter dated- 2nd July 2024

Facility Agreement dated- 3rd July 2024

Indenture of Mortgage dated 10th July 2024

Dear Sir/ Madam,

This is with reference to the Sanction Letter dated 2nd July 2024 read along with Facility Agreement dated 3rd July 2024 (collectively referred to as "Loan Documents"), pursuant to which M/s NB Buildcon Private Limited ("Borrower") has availed credit facility of Rs. 22.00 Cr. from Aditya Birla Housing Finance Limited ("Lender") on terms and conditions as set out in the said Loan Documents.

In accordance with the terms and conditions of the Loan Documents, the Borrower has created charge by way of mortgage on land admeasuring 10.4125 Acres. i.e. 42,138 sq meters out of Rectangle No. 224//11(7-7) 13(8-0) 14 min (1-12) 17min (0-1) 18(1-8) 19(0-13) 12(8-0) 2/2 min (2-1), 3 min (5-5) 183//18/1(7-2) 23(8-0) 224//4 min (3-9) , 8(8-0) 183//17/1 (7-2) 23 (8-0), 16/1min (2-16) 25min (0-15) 224//7 min (3-15) situated in Sector 7, in the revenue estate of Village Sohna Tehsil , Dist Gurugram, Haryana.together with all unsold units and all buildings and structures, erections and constructions and all immovable properties of every description which are / shall be standing, erected or attached to the Gokulam Project ("Project Land") along with hypothecation of scheduled receivables arising out of the Gokulam Project ("Project") along with the movables, including cashflows and receivables of the Borrower.

The Borrower vide request letter dated 18th Sep 2024 has requested the Lender to provide consent, as required as per provisions of the Loan Documents, for creating rights over the unsold units in the Project being developed on the Project Land, in favour of the prospective allottees

At the request of the Borrower, we hereby give our consent that the Borrower may create rights in favour of prospective allottees in respect of the unsold units of the Project being developed on the Project Land only after obtaining prior written permission from the Lender for creation of such rights over the unsold units in favour of the prospective allottees in the Project. The Lender may at its sole discretion issue conditional NOC in this regard in favour of the Borrower. Any transfers or creation of rights done by the Borrower without obtaining prior written permission of the Lender shall be declared void *ab initio* and shall not be binding on the Lender in any manner.

The consent provided above is subject to the Borrower and other obligors adhering to all terms and conditions of the Loan Documents and no Event of Default should have occurred in terms of the Loan Documents.

The consent provided herein shall not amount to release or waiver of any right, security, mortgage, charge, right, title or interest of the Lender in the Project or on the Project Land and shall not entitle the Borrower to take any steps in violation of the terms of the Loan Documents and other Security Documents and Transaction Documents.

All capitalised terms not defined herein shall have the meaning ascribed to such terms in the Facility Agreement and other Loan Documents.

Aditya Birla Housing Finance Ltd.

D-17, Sector -3, Noida - 201301.

Toll-free number 1800-270-7000

care.housingfinance@adityabirlacapital.com | <https://homefinance.adityabirlacapital.com>

Registered Office:

Indian Rayon Compound, Veraval,

Gujarat -362 266

CIN: U65922GJ2009PLC083779



PL 07/25

Basis your Request Letter, as per our loan sanctioned to you we hereby confirm the following.

- a) NB Buildcon P Ltd. is under an obligation to seek consent/ no objection certificate from ABHFL, in respect of sale / transfer of any plot/ unit/villa at the time of execution of agreement for sale/ transfer in respect of such plot /unit/villa.
- b) Once the purchaser of any plot /unit /villa in the NB Buildcon P Ltd. Sohna project has deposited the entire sale proceed pertaining to such plot/unit/villa in the Project into the master collection account no. **006505007575** opened in respect of the NB Buildcon P Ltd. Sohna project with **ICICI Bank**, the allottee /purchaser shall not be liable towards loan outstanding against the NB Buildcon P Ltd. Sohna project or NB Buildcon P Ltd. Sohna project will be entitle to execute the necessary conveyance deed for sale of the particular plot /unit /villa in favour of the allottee/ purchaser without any further permission from us.
- c) Upon the occurrence of the event of default under the loan sanction, we will not object to or restrict the ability of NB Buildcon P Ltd. Sohna project to execute the necessary conveyance deed for sale of the particular plot /unit /villa in favour of the allottee/ purchaser of Sohna Project, provided that the purchaser of any Plot/ villa /unit in the Gurgaon Project has deposited the entire sale Proceeds (as per the relevant agreement to sale /builder buyer agreement executed with such allottee) pertaining to such plot/villa/unit as aforesaid.

Aditya Birla Housing Finance Limited

AUTHORISED SIGNATORY

Aditya Birla Housing Finance Limited
(A part of Aditya Birla Capital Ltd.)

Noida 03, Plot No. D-17, Sector 03, Noida - 201301, Uttar Pradesh.

Toll-free number 1800-270-7000

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