

7058/ITSL/OPR/2024-25

Date: 18 November 2024

Haryana Real Estate Regulatory Authority
PWD Guest House, Old Railway Road, Civil Line,
Gurugram, Haryana 122001.

Subject: - No Objection Certificate

Dear Sir/Ma'am

This NOC supersede the NOC ref. no.6080/ITSL/OPR/2024-25 dated 10 October 2024.

With reference to the subject matter.

We have received the request of M/S JMS INFRA REALITY PVT LTD. having PAN No.- AAECJ6308F with its Registered office at H. No. 1000, P. No. 51, Village Dichoan Kalan, Daulatpur, Southwest Delhi- 110043

JMS Infra Reality Private Limited (the "Issuer/Borrower") has agreed to issue non-convertible debentures aggregating for an amount of up to INR 264.5 Crores (Indian Rupees Two Hundred Sixty Four Crores and Fifty Lakhs Only) on a private placement basis (the "Debentures") pursuant to terms and conditions of the amended and restated debenture trust deed dated April 3, 2024, as may be amended and supplemented from time to time (the "Debenture Trust Deed" or "DTD") executed inter-alios between the Issuer and IDBI Trusteeship Services Limited (the "Debenture Trustee").

Pursuant to the terms and conditions of the Debenture Trust Deed and other definitive documents executed by the relevant security provider (including but not limited to the Issuer) (collectively the "**Debenture Documents**"), the Issuer has *inter-alia* created a first and exclusive mortgage in favour of Debenture Trustee by way of deposit of title deeds on May 02, 2023 and as evidenced by memorandum of entry dated May 03, 2023.

In this regard, we hereby confirm and convey that if the charge is created, then, pursuant to the section 11(4) (b) of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, after the execution of the registered agreement by the Borrower in favour of any allottee(s) for sale of any unit, as the case maybe, on which charge/mortgage has been created by the Borrower in favour of the Debenture Trustee, then such unit, as the case may be will not be part of the mortgage or charge subject to receipt of entire sale consideration from allottee(s) for such unit in the account mentioned below and receipt of NOC from the Debenture Trustee for the sale of such unit.

We hereby confirm and convey that we have no objection to the company M/S JMS INFRA REALITY PVT LTD for the sale of units/creation of third party rights on 56 Units (details of which are provided in **Annexure A**) in the Project "**JMS Group Premier Floors-II** " as set out in terms of this No Objection Certificate. The entire receivables in relation to the sale of such units including the disbursement of the loan amount by such banks/financial institutions from which the buyers have availed financial assistance ("**Receivables**") shall be deposited in the JMS Infra Reality Pvt Ltd (JMS Group Premier Floors-II) Master Account bearing number 43219398049 opened with State Bank of India, Gurugram Branch, M3M Tee Point, Golf Estate Road, Sector-65, Gurugram, Haryana-122002.

 

The Receivables are hypothecated for the benefit of Kautilya Real Estate Fund and an escrow agreement will be executed between the Company, the Debenture Trustee (acting for the benefit of Kautilya Real Estate Fund) and the State bank of India (**"Escrow Agreement"**). The receivable will only be utilized in terms of the Definitive Agreements and the Escrow Agreements and Applicable law.

Basis on your request letter, we, the Debenture Trustee, hereby confirm that: -

1. Issuer is under an obligation to seek no objection from us, the Debenture Trustee, in respect of the sale/transfer of any Unit at the time of execution of agreement for sale/transfer in respect of such Unit. Subject to the deposit of the entire sale considerations in the master collection account.
2. Once the purchaser of any Unit in the Issuer Project "JMS Group Premier Floors-II" has deposited the entire sale proceeds pertaining to such Unit in the Issuer Project "JMS Group Premier Floors-II" into the master collection account opened in respect of the Issuer Project "JMS Group Premier Floors-II", the allottee/purchaser shall not be liable towards loan outstanding against the Issuer Project "JMS Group Premier Floors-II" or Issuer, and Issuer will be entitled to execute the necessary Conveyance Deed for sale of the particular Unit in favour of the Allottee/Purchaser without any further permission of the Debenture Trustee.
3. Upon the Occurrence of the Event of Default under the DTD, we will not object to or restrict the ability of Issuer to Execute the necessary Conveyance Deed for sale of the particular Unit in favour of the Allottee/Purchaser of Issuer Project "JMS Group Premier Floors-II", provided that the purchaser of any Unit in the Issuer Project "JMS Group Premier Floors-II" has deposited the entire sale proceeds (as per relevant agreement to sell/builder buyer agreement executed with such allottee) pertaining to such Unit.

Thanks & Regards

For and on behalf of IDBI Trusteeship Services Limited



Authorized Signatory



Annexure A (JMS Group Premier Floors-II)

#	Plot No.	Unit No.	#	Plot No.	Unit No.
1	189	A-189/UGF A-189/FF A-189/SF A-189/TF	8	293	A-293/UGF A-293/FF A-293/SF A-293/TF
2	213	A-213/UGF A-213/FF A-213/SF A-213/TF	9	294	A-294/UGF A-294/FF A-294/SF A-294/TF
3	244	A-244/UGF A-244/FF A-244/SF A-244/TF	10	56	B-56/UGF B-56/FF B-56/SF B-56/TF
4	245	A-245/UGF A-245/FF A-245/SF A-245/TF	11	93	B-93/UGF B-93/FF B-93/SF B-93/TF
5	252	A-252/UGF A-252/FF A-252/SF A-252/TF	12	134	B-134/UGF B-134/FF B-134/SF B-134/TF
6	255	A-255/UGF A-255/FF A-255/SF A-255/TF	13	139	B-139/UGF B-139/FF B-139/SF B-139/TF
7	281	A-281/UGF A-281/FF A-281/SF A-281/TF	14	141	B-141/UGF B-141/FF B-141/SF B-141/TF

