

Date: 18<sup>th</sup> March 2025

Sanction Reference Number: CGHFL/CF-NCR/2024-25/01

M/s JMS Realty Developers LLP  
7th Floor North Tower M3M Tee Point Sector-65  
Gurugram, Badshahpur,  
Haryana, India, 122101

Kind Attn: Mr. Pushpender Singh

Dear Sir,

Loan Offer Letter

With reference to your application dated March 03, 2025, we are pleased to inform you that our competent authorities have sanctioned a term loan of Rs. 50,00,00,000/- (Rupees Fifty Crores Only) in your favour on the terms and conditions as set out in the Annexure to this letter.

If the terms of this loan offer letter are acceptable to you, kindly sign and return one copy of this letter and retain one copy for your records. Please note that terms and conditions stated herein are indicative and would be overridden by the duly signed and stamped Loan Agreement to be entered between us.

Please also arrange to complete the security documentation formalities and other pre-disbursement compliances as mentioned in this letter to enable us to make the limits operative at the earliest. Thanking you and always assuring you of our best services.

Yours sincerely,  
For Capri Global Housing Finance Limited



Authorized Signatory


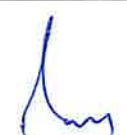
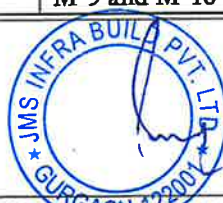
Date: 18<sup>th</sup> March 2025

We agree to the terms of this offer letter.

For JMS REALTY DEVELOPERS LLP

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|                           |                         |                           |
| Authorized Signatory      |                         |                           |
| JMS Realty Developers LLP | Mr. Pushpender Singh    | JMS Infra Build Pvt. Ltd. |
| Borrower                  | Co Borrower / Guarantor | Guarantor                 |



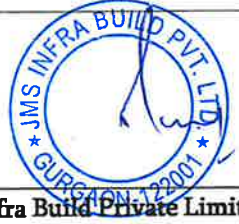
Annexure

|   |   |   |                      |                |               |
|---|---|---|----------------------|----------------|---------------|
| <b>Borrower</b>   | JMS Realty Developers LLP<br>LLP – ACM-1925<br>PAN – AAVFJ3844L<br>GSTIN –To be Registered & submitted  |   |                      |                |               |
| <b>Co-Borrowers</b>   | Mr. Pushpender Singh  |   |                      |                |               |
| <b>Personal Guarantors</b>  | Mr. Pushpender Singh  |   |                      |                |               |
| <b>Corporate Guarantee</b>  | M/s JMS Infra Build Private Limited   |   |                      |                |               |
| <b>Lender</b>   | Capri Global Housing Finance Limited  |   |                      |                |               |
| <b>Security Plots</b>   | 44 Resi Plots of approx. 7500.86 sq yds situated at Plotted colony named "The Golden City", Sector M9, M10, M13 & M14, Manesar, Revenue Estate of Bansharia, Gurugram, Haryana 122052. The plotted colony is approved with RERA in place. The list of security plots is as under: |   |                      |                |               |
|   | <b>S. No.</b>   | <b>Plot No</b>  | <b>Size (sq yds)</b> | <b>Project</b> | <b>Sector</b> |
|   | 1   | 227   | 175.23               | Golden City    | M-9 and M-10  |
|   | 2   | 228   | 175.23               | Golden City    | M-9 and M-10  |
|   | 3   | 229   | 175.23               | Golden City    | M-9 and M-10  |
|   | 4   | 230   | 175.23               | Golden City    | M-9 and M-10  |
|   | 5   | 231   | 175.23               | Golden City    | M-9 and M-10  |
|   | 6   | 232   | 175.23               | Golden City    | M-9 and M-10  |
|   | 7   | 233   | 151.66               | Golden City    | M-9 and M-10  |
|   | 8   | 234   | 151.66               | Golden City    | M-9 and M-10  |
|   | 9   | 235   | 151.66               | Golden City    | M-9 and M-10  |
|   | 10  | 236   | 151.66               | Golden City    | M-9 and M-10  |
|   | 11  | 217   | 175.23               | Golden City    | M-9 and M-10  |
|   | 12  | 292   | 175.23               | Golden City    | M-9 and M-10  |
|   | 13  | 293   | 175.23               | Golden City    | M-9 and M-10  |
|   | 14  | 294   | 151.66               | Golden City    | M-9 and M-10  |
|   | 15  | 295   | 151.66               | Golden City    | M-9 and M-10  |
|   | 16  | 296   | 151.66               | Golden City    | M-9 and M-10  |
|   | 17  | 297   | 151.66               | Golden City    | M-9 and M-10  |
| 18  | 298   | 151.66  | Golden City          | M-9 and M-10   |               |
| For JMS REALTY DEVELOPERS LLP   |   |   |                      |                |               |
| <br>Authorized Signatory |    |  |                      |                |               |
| JMS Realty Developers LLP   | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |                      |                |               |
| Borrower  | Co Borrower / Guarantor   | Guarantor   |                      |                |               |





|   |   |     |                |             |              |
|---|---|-----|----------------|-------------|--------------|
|   | 19  | 299 | 151.66         | Golden City | M-9 and M-10 |
|   | 20  | 300 | 151.66         | Golden City | M-9 and M-10 |
|   | 21  | 301 | 151.66         | Golden City | M-9 and M-10 |
|   | 22  | 302 | 175.23         | Golden City | M-9 and M-10 |
|   | 23  | 303 | 175.23         | Golden City | M-9 and M-10 |
|   | 24  | 304 | 175.23         | Golden City | M-9 and M-10 |
|   | 25  | 305 | 175.23         | Golden City | M-9 and M-10 |
|   | 26  | 306 | 175.23         | Golden City | M-9 and M-10 |
|   | 27  | 341 | 179.32         | Golden City | M-9 and M-10 |
|   | 28  | 342 | 179.32         | Golden City | M-9 and M-10 |
|   | 29  | 343 | 179.32         | Golden City | M-9 and M-10 |
|   | 30  | 344 | 179.32         | Golden City | M-9 and M-10 |
|   | 31  | 345 | 179.32         | Golden City | M-9 and M-10 |
|   | 32  | 346 | 179.32         | Golden City | M-9 and M-10 |
|   | 33  | 347 | 179.32         | Golden City | M-9 and M-10 |
|   | 34  | 348 | 179.32         | Golden City | M-9 and M-10 |
|   | 35  | 349 | 179.32         | Golden City | M-9 and M-10 |
|   | 36  | 350 | 179.32         | Golden City | M-9 and M-10 |
|   | 37  | 351 | 179.32         | Golden City | M-9 and M-10 |
|   | 38  | 352 | 179.32         | Golden City | M-9 and M-10 |
|   | 39  | 353 | 179.32         | Golden City | M-9 and M-10 |
|   | 40  | 354 | 179.32         | Golden City | M-9 and M-10 |
|   | 41  | 355 | 179.32         | Golden City | M-9 and M-10 |
|   | 42  | 356 | 179.32         | Golden City | M-9 and M-10 |
|   | 43  | 357 | 179.32         | Golden City | M-9 and M-10 |
|   | 44  | 360 | 179.32         | Golden City | M-9 and M-10 |
|   | <b>Total</b>  |     | <b>7500.86</b> |             |              |
| <b>Independent Floors on Security Plots</b> | Residential Low-Rise Units/Independent Floors being developed by the Borrower on Security Plots consisting of 176 Independent Units. ("Independent Floors"). RERA - To be applied |     |                |             |              |
| <b>Security Provider for Security Plots</b> | JMS Realty Developers LLP   |     |                |             |              |
| <b>Additional Collateral</b>                | Land admeasuring approx. 6.725 acres situated in Sohna, Gurgaon   |     |                |             |              |

For JMS REALTY DEVELOPERS LLP

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| <br><b>Authorized Signatory</b> |  |  |
| <b>JMS Realty Developers LLP</b>   | <b>Mr. Pushpender Singh</b>   | <b>JMS Infra Build Private Limited</b>  |
| <b>Borrower</b>  | <b>Co Borrower / Guarantor</b>  | <b>Guarantor</b>  |






|   |  |   |
|---|--|---|
| Security Provider for Additional Collateral | JMS Infra Build Private Limited  |   |
| Facility Type                               | Term Loan  |   |
| Facility Amount                             | Rs. 50.00 crore (Rupees Fifty Crores only)   |   |
| Interest Rate                               | <p>16.00% p.a. floating which is linked to CGHFL RR - Discount</p> <ul style="list-style-type: none"><li>RR of CGHFL at present is 17.50% p.a.</li><li>Discount offered is -1.50% p.a. Hence, applicable current floating ROI is 16.00% p.a.</li></ul> <p>Interest to be charged and compounded on monthly basis. Interest is payable on monthly basis. In the event of revision in CGHFL RR, the interest rate incorporating the revision will be applicable to the Borrowers from the date of revision itself, notwithstanding to above, Lender shall have right to change the discount/ RR offered at any time during the continuance of the facility/Loan. If the discount offered are changed by the Lender, then in such an event Borrower shall have an option to foreclose the said facility by making pre-payment within a period of 30 days from the date of such discount-change where Borrower shall not be required to pay pre-payment charges. It is understood that from the 31<sup>st</sup> day, Borrower will be required to pay full pre-payment charges if in case they choose to foreclose the facility.</p> <p>CGHFL reserves the right to change the discount / Interest Rate at any time during the continuance of the facility/Loan arising out of present/future regulatory guidelines etc.</p> |   |
| Processing Fees                             | 1.25% (plus applicable taxes) of the Facility Amount to be paid on acceptance of Offer letter and prior to any disbursement.   |   |
| Penal Charges                               | <p><u>Penal Charges on Financial Default:</u></p> <p>Any interest amount and/or principal amount of the Facility, after a cure period of 2 Business Days, being unpaid / overdue will attract penal charges at the rate of 2.00 % per month on the amount due (excluding outstanding Penal Charges, if any) for the period of delay. Further, there would be no Interest charged on Penal Charges (Penal Charges would be non-Cumulative).</p> <p><u>Penal Charges on breach of Other Material Terms and Conditions (Non-Financial Default):</u> as mentioned on the website <a href="https://cgcdn.capri loans.in/wp-content/uploads/2024/06/10225149/MITC-CF.pdf">https://cgcdn.capri loans.in/wp-content/uploads/2024/06/10225149/MITC-CF.pdf</a></p>   |   |
| JMS Realty Developers LLP                   |   |  |
| JMS Realty Developers LLP                   | Mr. Pushpender Singh   | JMS Infra Build Private Limited   |
| Borrower                                    | Co Borrower / Guarantor  | Guarantor   |





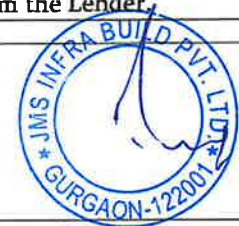
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|   | <b>Note:</b> Please note that Penal Charges would be subject to GST as per applicable rates and would be charged separately.   |
| <b>Tenor &amp; Moratorium</b>                 | 48 months from the date of first disbursement including principal moratorium of 18 months.   |
| <b>Purpose</b>                                | Term Loan facility of Rs. 50.00 Crores shall be utilized as under – <ul style="list-style-type: none"> <li>Rs. 35.00 Crs towards part balance land payment for Security Plots.</li> <li>Rs. 13.00 Crs towards mobilization cost &amp; development expense of Independent Floors to be disbursed as per discretion of lender.</li> <li>Rs. 2.00 Crs towards creation of DSRA, as applicable</li> </ul>  |
| <b>Disbursement</b>                           | Drawdown I: Rs. 30.00 crs shall be available to the borrower to be utilized towards part balance land payment for Security Plots.<br>Drawdown II: <u>Balance Rs. 20.00 Crs to be disbursed in two tranches as under:</u> <ul style="list-style-type: none"> <li>Rs. 15.00 Crs towards towards project mobilisation &amp; development expense of Independent Floors.</li> <li>Rs. 5.00 Crs towards project development expenses and creation of DSRA, as applicable.</li> </ul>   |
| <b>Availability Period</b>                    | Drawdown I: Up to 60 days from the date of execution of facility documents<br>Drawdown II: Upto 18 months from the date of disbursement under Drawdown I.  |
| <b>Repayment</b>                              | <ul style="list-style-type: none"> <li>Interest to be paid monthly basis.</li> <li>Principal repayment specified below.</li> </ul> Principal repayment in 30 monthly instalments with first instalment starting from the end of the 19 <sup>th</sup> month. The principal payment to be made as under – <ul style="list-style-type: none"> <li>✓ From 19<sup>th</sup> Month to 38<sup>th</sup> Month – Rs. 1.50 Crores monthly instalment</li> <li>✓ From 39<sup>th</sup> Month to 48<sup>th</sup> Month – Rs. 2.00 Crores monthly instalment</li> </ul> <ul style="list-style-type: none"> <li>If in the opinion of the Lender, the cash flow, the profitability of the Borrower and other circumstances so warrant, the Lender shall be entitled to require the Borrower to repay the Facility Amount in shorter period and in one lumpsum or such suitable instalment/s notwithstanding the period herein agreed and stipulated.</li> <li>Lender may change above repayment schedule at any time during Loan tenure.</li> </ul> |
| <b>Key Covenants &amp; Special Conditions</b> | a. All the receivables of the Independent Floors shall be deposited in an escrow account. These receivables shall form part of hypothecation and collections shall be escrowed; post which, sweep rules shall be applied as detailed under escrow mechanism.   |

For JMS REALTY DEVELOPERS LLP

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| Authorized Signatory  | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| JMS Realty Developers LLP   | Co Borrower / Guarantor   | Guarantor   |
| Borrower  |   |   |

|                |   |
|----------------|---|
|                | b. The promoters shall infuse equity in case of any shortfall and ensure completion of construction of the Independent Floors.  |
| Security       | <p>a. First ranking charge by way of Registered Equitable Mortgage over the Security Plots to be owned by the Borrower/Co-Borrower along with all the rights, title and all interest on the Security Plots including charge on all present and future structures there upon i.e., unsold units of the Independent Floors including any further potential on the Security Plots along with area arising in the form of TDR, FSI or otherwise.</p> <p>b. First ranking charge by way of hypothecation over all the present and future cash flows of the Independent Floors.</p> <p>c. Second ranking charge on the Additional Collateral/Land parcel by way of registered Equitable Mortgage and all present and future structures there upon including any further potential on the project land along with area arising in the form of TDR, FSI or otherwise.</p> <p>d. Second ranking charge by way of hypothecation over all the present and future cash flows from the Additional Collateral.</p> <p>e. Guarantee by Guarantors Mr. Pushpender Singh and M/s JMS Infra Build Private Limited.</p> <p>f. DSRA as per DSRA clause.</p>   |
| Security Cover | <ul style="list-style-type: none"> <li>Physical Security cover shall be equivalent to a minimum 1.50 times of the outstanding amount plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of mortgage over the Security Plots &amp; unsold units in the Independent Floors as stipulated in the Security Clause above.</li> <li>Cash flow cover equivalent to a minimum of 2.00 times of the outstanding amount plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of hypothecation of all the present and future receivables from the Independent Floors as stipulated in the Security Clause above.</li> <li>Upon the security cover falling below stipulated levels as above at any point in time during the currency of the facility, the Borrower / Promoters shall within 7 (Seven) days create additional security acceptable to the Lender or make part prepayment of the Loan to bring the security cover to the required levels.</li> <li>Valuation shall be obtained by the Lender from its separately / appointed valuer prior to the disbursement.</li> <li>For sale of any flat unit / area in the Independent Floors, the Borrower shall obtain a prior No Objection Certificate (NOC) from the Lender.</li> </ul> |




For JMS REALTY DEVELOPERS LLP

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| Borrower  | Co Borrower / Guarantor   | Guarantor   |





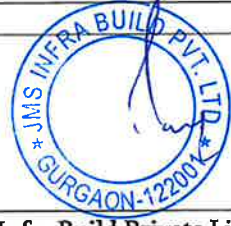
| Legal, technical & other Charges | All expenses towards documentation, legal, technical evaluations / due diligence including expenses on execution of facility documents, stamp duties, registration, etc. related to the proposed facility shall be borne by the Borrower or to be adjusted out of upfront processing fees, as mutually agreed b/w lender and Borrower.  |  |                |                   |          |   |  |                              |   |   |
|----------------------------------|---|--|----------------|-------------------|----------|---|--|------------------------------|---|---|
| Pre-Disbursement Conditions      | <p>The following conditions need to be complied before seeking disbursement of the facility under Drawdown I. The same are indicative and shall be more clearly defined in the Facility Documents:</p> <ul style="list-style-type: none"><li>• Execution of the Facility Documents.</li><li>• Execution of Escrow Agreement for routing all the receivables from the Independent Floors through the Designated Escrow Account along with submission of all the documents required for opening of Escrow Account to the bank with the Escrow Bank approved by the Lender;</li><li>• Submission of Post-dated cheques for interest payment and principal repayment as per the loan repayment schedule in following manner:</li></ul> <table><tr><th>Entity</th><th>No. of cheques</th><th>Details of amount</th></tr><tr><td>Borrower</td><td>7</td><td>2 cheques of monthly EMI, 2 cheques of quarterly EMI, 1 cheque of 6 monthly EMI, 1 cheque of yearly EMI and 1 cheque of loan amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount".</td></tr><tr><td>Co - Borrowers/<br/>Guarantor</td><td>3</td><td>3 cheques from each Co-Borrower; each cheque of one third of facility amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount".</td></tr></table> <p>These PDC's shall be banked in case of any delay/irregularity in the account.</p> <ul style="list-style-type: none"><li>• Payment of processing fees as per the clause mentioned above;</li><li>• Satisfactory Legal and Technical opinions / reports for the Security Plots stipulated in the security clause above by law firm / Valuers appointed by the Lender;</li><li>• Submission of audited balance sheet for the Borrower for last 3 financial years and Provisional for current financial year, as applicable;</li></ul> | Entity   | No. of cheques | Details of amount | Borrower | 7 | 2 cheques of monthly EMI, 2 cheques of quarterly EMI, 1 cheque of 6 monthly EMI, 1 cheque of yearly EMI and 1 cheque of loan amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount". | Co - Borrowers/<br>Guarantor | 3 | 3 cheques from each Co-Borrower; each cheque of one third of facility amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount". |
| Entity                           | No. of cheques  | Details of amount  |                |                   |          |   |  |                              |   |   |
| Borrower                         | 7   | 2 cheques of monthly EMI, 2 cheques of quarterly EMI, 1 cheque of 6 monthly EMI, 1 cheque of yearly EMI and 1 cheque of loan amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount". |                |                   |          |   |  |                              |   |   |
| Co - Borrowers/<br>Guarantor     | 3   | 3 cheques from each Co-Borrower; each cheque of one third of facility amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount".  |                |                   |          |   |  |                              |   |   |

For JMS REALTY DEVELOPERS LLP

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| <br>Authorized Signatory |  |  |
| JMS Realty Developers LLP   | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| Borrower  | Co Borrower / Guarantor   | Guarantor   |

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|  | <ul style="list-style-type: none"> <li>Detailed Business plan including the Cash flows, highlighting construction schedule, sales plan, cash inflows and outflows till date and cash inflows and outflows for the period till Independent Floors completion;</li> <li>Submission of all KYC documents of the Borrower, Promoters, Directors and all the guarantors along with their latest net worth statement to the satisfaction of Lender;</li> <li>List of partners &amp; their profit/loss sharing ratio of the Borrower Entity on the letterhead of the Borrower;</li> <li>Ca certified list of partners &amp; their profit/loss sharing ratio</li> <li>Submission of list of unsecured loans;</li> <li>Satisfactory credit opinion / conduct report from the existing banks of the Borrower / Developer;</li> <li>Submission of Ca certificate (latest) from the Auditors of the Borrower mentioning a list of Bank Accounts operated by the Borrower, Type of account, purpose of using the account and their current status;</li> <li>Disclosures for Borrowers, Co-Borrowers, Guarantors pertaining to borrowings, guarantees, litigations, etc.;</li> <li>Ca certified latest Net worth statements of Co-borrowers.;</li> <li>Submission of last 3 years' ITR of Borrower &amp; Co-Borrowers as applicable;</li> <li>Disbursement request along with cancelled cheque of the account in which disbursement is requested;</li> <li>Fulfilment of Security Cover as stipulated above; and</li> <li>Submission of such additional information as required by the Lender.</li> <li>Execution of Mortgage for the Security Plots; as applicable</li> <li>ROC charge creation within 30 days of disbursal.</li> </ul> <p><b>Specific conditions to be complied before availing disbursement under Drawdown I</b></p> <ul style="list-style-type: none"> <li>Submission of all Title documents (e.g. BBAs, Allotment Letters &amp; Payment Receipts) as specified under title report prior to execution of sale deed for Security Plots.</li> <li>Execution of Agreement to mortgage with respect to Security Plots and Independent Floors over them.</li> </ul> <p><b>Specific conditions to be complied before availing disbursement under Drawdown II Tranche I</b></p> <ul style="list-style-type: none"> <li>Submission of original title deeds for minimum 30 security plots to lender.</li> </ul> <p><b>Specific conditions to be complied before availing disbursement under Drawdown II Tranche II</b></p> |
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For JMS REALTY DEVELOPERS LLP


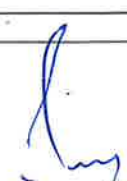

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|                   | <ul style="list-style-type: none"> <li>• Execution of Mortgage Deed with respect to Security Plots and Independent Floors over them.</li> <li>• Opening &amp; operational of Escrow account with Bank of Lender's choice</li> <li>• Submission of Original title deeds for all Security Plots to lender.</li> </ul> <p>Following conditions shall have to be complied prior to availing disbursement under Drawdown II.</p> <ul style="list-style-type: none"> <li>• DSRA as per DSRA clause</li> <li>• Achievement of construction linked milestones for each instalment as detailed in the Facility Documents.</li> <li>• Satisfactory progress of the Independent Floors in terms of construction, sales and collections.</li> <li>• Certificate from the architect stating the building-wise status of the Independent Floors / Report from the empanelled valuer regarding progress in the Independent Floors.</li> <li>• Satisfactory conduct of the Borrower and satisfactory performance of the account in the books of the lender.</li> <li>• Update on the progress of the Independent Floors in terms of sales, collections, cost incurred and cost to be incurred.</li> <li>• Presentation by the promoter on quarterly progress of the Independent Floors; and</li> <li>• No event of default shall have occurred till date under the facility.</li> </ul> <p>Fulfilment of Security Cover as stipulated above.</p> |
| Post-Disbursement | <p>The following conditions needs to be complied after seeking disbursement of the facility. The same are indicative and shall be more clearly defined in the Facility Documents:</p> <ol style="list-style-type: none"> <li>1. Completion of Independent Floors by Dec-28.</li> <li>2. Submission of Original sale deeds for Security Plots within 7 days from execution of each sale deed.</li> <li>3. Registration of mortgage deed within 30 days from the date for first disbursement under the facility.</li> <li>4. Submission of the copies of all the approvals / sanctioned Plans/ clearances / NOCs received from the authorities for the construction of the Independent Floors within 60 days from date of execution of each sale deed.</li> <li>5. Submission of Project RERA within 90 days from date of first disbursement under the facility.</li> <li>6. Operational of Escrow account for depositing the sales proceed from Independent Floors within 30 days from date of disbursement under first drawdown.</li> </ol>  |




For JMS REALTY DEVELOPERS LLP

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| Borrower  | Co Borrower / Guarantor   | Guarantor   |

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|  | <p>7. Creation of ROC charge within 30 days from the date of first disbursement.</p> <p>8. Creation of DSRA in the form of FD within 30 days from the date of first disbursement.</p> <p>9. Ensuring all the required Independent Floors approvals are in place and approval cost paid on timely basis.</p> <p>10. End-Use Certificate for each tranche / instalment within a period of 30 days from the date of respective disbursement.</p> <p>11. Meeting of construction and sales milestone as envisaged in the Business Plan.</p> <p>12. Display in conspicuous part at the Independent Floors site and in all its marketing media, a notice, clearly indicating that the Independent Floors is mortgaged to CGHFL within a period of 30 days from date of first disbursement and shall remain there till currency of the loan. Further, CGHFL may also paste such notice on each unit once the Independent Floors is completed / about to be completed</p> <p>13. Within 30 days from date of first disbursement, the Borrower shall inform all the existing customers of the right of the Lender and also the condition to deposit the balance consideration for sale in the escrow account, if applicable.</p> <p>14. Borrower to ensure that all the receipts from the Independent Floors are deposited in the Designated Escrow Account failing which the Lender reserves the right to terminate balance disbursement under the Facility.</p> <p>15. Lender may at its discretion, appoint Internal auditor / Independent Floors monitoring agency for conducting quarterly audit of sales, collections and cost incurred pertaining to the Independent Floors and the cost of the same shall be borne by the Borrower.</p> <p>16. Submission of monthly statement along with declaration/certificate from the Borrower for the sales done, amount collected, balance receivable, Independent Floors expenditure incurred, balance Independent Floors cost and unsold inventory for the Independent Floors by 7<sup>th</sup> of the next month.</p> <p>17. Submission of monthly cash flow for the Independent Floors by 7<sup>th</sup> of the next month; and</p> <p>18. Submission of quarterly progress report for the Independent Floors by 15<sup>th</sup> of the next month; and</p> <p>19. Fulfilment of Security Cover as stipulated above; and</p> <p>20. Other conditions including submission of MIS shall be detailed on the definitive agreements.</p> |
|--|--|




For JMS REALTY DEVELOPERS LLP

|   |   |   |
|---|---|---|
|  |  |  |
| Authorized Signatory  | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| JMS Realty Developers LLP   | Co Borrower / Guarantor   | Guarantor   |
| Borrower  |   |   |



|  |   |
|--|---|
| <b>CGHFL Right to Increase ROI in case of Delay in specific timeline</b> | In the event of non-receipt of approvals of Independent Floors by stipulated time; non-registration of mortgage deed by stipulated time AND delay in opening escrow account within stipulated timeline; CGHFL reserves the right to increase ROI by 50 bps over and above the prevailing rate till the time of receipt of same, as applicable   |
| <b>RERA Clause</b>   | In the event of expiry of RERA approval for the Project during the CGHFL loan tenure, CGHFL reserves the right to increase ROI by 50 bps over and above the prevailing rate till the time of receipt of RERA approval or renewal of RERA approval for the project, as applicable.   |
| <b>Escrow Mechanism and Sweep Repayment</b>                              | <p>All the cash flows from the Project shall be routed through separate Master Escrow Account ("MEA") opened with the Escrow Bank approved by the Lender from which 70% amount shall be appropriated in RERA Escrow Account and balance 30% in Designated Escrow Account (DEA). All amounts withdrawn from RERA Escrow Account as per provisions of RERA Act, 2016 shall be deposited in Designated Escrow Account. From Designated Escrow Account, the following appropriations shall be made.</p> <ul style="list-style-type: none"> <li>50% of the sales receivables collected in DEA shall be utilized to repay / prepay / service lender facilities till end of loan tenor ("Sweep Repayment").</li> </ul> <p><i>(This sweep repayment shall be adjusted in borrower/group facilities as per manner decided by lender)</i></p> <p>➤ The Escrow Agent shall transfer to the Lender such percentage, as per the above-mentioned Sweep Ratio, of all the collections coming into the DEA on a daily basis and the same will be appropriated by the Lender firstly towards payment of overdues / charges, secondly towards interest due, thirdly towards repayment and lastly for prepayment of Facility. In case the cash flows are not sufficient towards fully meeting repayment / servicing of the Facility, the Borrower shall within 2 business days, infuse funds to meet such shortfall. In case the inflows basis sweeps are in excess of the obligation, the interest and principal repayment shall not be separately asked for.</p> <p>➤ All the prepayment from Sweep Repayment shall be adjusted towards the following instalments falling due as per the Repayment Schedule.</p> <p>➤ No prepayment penalty would be levied in case of such Sweep Repayment.</p> <p>➤ The Sweep Ratios would be evaluated as and when deemed necessary and may be increased upto 100% at the discretion of the Lender.</p> |

For JMS REALTY DEVELOPERS LLP

|   |   |   |
|---|---|---|
| <br>Authorized Signatory |  |  |
| JMS Realty Developers LLP   | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| Borrower  | Co Borrower / Guarantor   | Guarantor   |




|  |  |         |        |                                 |   |                            |
|--|--|---------|--------|---------------------------------|---|----------------------------|
|  | <ul style="list-style-type: none"><li>➤ In case of any amounts being overdue / event of defaults/ irregularity/ non-compliance of any terms of the Facility, the Lender shall have the right to use 100% of the cash flows coming into/ remaining in the Designated Escrow Accounts towards repayment / prepayment / servicing of its facility.</li><li>➤ The balance monies lying in the DEA after transferring to the Lender shall be transferred by the Escrow Agent on a daily basis, from the Escrow Accounts to a Designated Construction Account of the Borrower and the same shall be utilized by the borrower for the sole purpose of meeting the construction &amp; development cost of the Project.</li></ul> |         |        |                                 |   |                            |
| DSRA                                     | <ul style="list-style-type: none"><li>• DSRA in the form of FD equivalent to Rs. 2.00 Crores. Any shortfall in interest/principal payment would be fulfilled from DSRA.</li><li>• DSRA in the form of FD to be created within 30 days from date of first disbursement.</li><li>• DSRA if depleted to be topped up to full amount out of the Promoters own cash flow in the form of fixed deposits within a period of 15 days from such depletion</li></ul>   |         |        |                                 |   |                            |
| Prepayment Penalty                       | <ul style="list-style-type: none"><li>• Any voluntary prepayment from funds other than Independent Floors receivables shall attract a prepayment penalty of 4% on the amount prepaid.</li><li>• No prepayment penalty shall be charged on any prepayment from the cash flows of Independent Floors.</li></ul>  |         |        |                                 |   |                            |
| NOC Release of Independent Floors Clause | The Borrower/co Borrower shall have to pay below stipulated amounts for release of each Unit Final NOC. Further, it is also to be ensured that entire sale proceeds from the floors is routed through escrow only.   |         |        |                                 |   |                            |
|  | S. No.   | Plot No | Size   | No of Floors                    | Per Floor Value - Crs (To be routed through escrow) | Per Floor NOC Amount (Crs) |
|  | 1  | 227     | 175.23 | 4                               | 1.21  | 0.60                       |
|  | 2  | 228     | 175.23 | 4                               | 1.21  | 0.60                       |
|  | 3  | 229     | 175.23 | 4                               | 1.21  | 0.60                       |
|  | 4  | 230     | 175.23 | 4                               | 1.21  | 0.60                       |
|  | 5  | 231     | 175.23 | 4                               | 1.21  | 0.60                       |
|  | 6  | 232     | 175.23 | 4                               | 1.21  | 0.60                       |
|  | 7  | 233     | 151.66 | 4                               | 1.04  | 0.52                       |
|  | 8  | 234     | 151.66 | 4                               | 1.04  | 0.52                       |
|  | 9  | 235     | 151.66 | 4                               | 1.04  | 0.52                       |
|  | 10   | 236     | 151.66 | 4                               | 1.04  | 0.52                       |
|  | 11   | 217     | 175.23 | 4                               | 1.21  | 0.60                       |
| REALTY DEVELOPERS LLP                    |  |         |        | JMS INFRA BUILD PVT. LTD.       |   |                            |
| Authorized Signatory                     |  |         |        | GURGAON-122001                  |   |                            |
| JMS Realty Developers LLP                | Mr. Pushpender Singh   |         |        | JMS Infra Build Private Limited |   |                            |
| Borrower                                 | Co Borrower / Guarantor  |         |        | Guarantor                       |   |                            |



|       |     |         |     |      |      |
|-------|-----|---------|-----|------|------|
| 12    | 292 | 175.23  | 4   | 1.21 | 0.60 |
| 13    | 293 | 175.23  | 4   | 1.21 | 0.60 |
| 14    | 294 | 151.66  | 4   | 1.04 | 0.52 |
| 15    | 295 | 151.66  | 4   | 1.04 | 0.52 |
| 16    | 296 | 151.66  | 4   | 1.04 | 0.52 |
| 17    | 297 | 151.66  | 4   | 1.04 | 0.52 |
| 18    | 298 | 151.66  | 4   | 1.04 | 0.52 |
| 19    | 299 | 151.66  | 4   | 1.04 | 0.52 |
| 20    | 300 | 151.66  | 4   | 1.04 | 0.52 |
| 21    | 301 | 151.66  | 4   | 1.04 | 0.52 |
| 22    | 302 | 175.23  | 4   | 1.21 | 0.60 |
| 23    | 303 | 175.23  | 4   | 1.21 | 0.60 |
| 24    | 304 | 175.23  | 4   | 1.21 | 0.60 |
| 25    | 305 | 175.23  | 4   | 1.21 | 0.60 |
| 26    | 306 | 175.23  | 4   | 1.21 | 0.60 |
| 27    | 341 | 179.32  | 4   | 1.23 | 0.62 |
| 28    | 342 | 179.32  | 4   | 1.23 | 0.62 |
| 29    | 343 | 179.32  | 4   | 1.23 | 0.62 |
| 30    | 344 | 179.32  | 4   | 1.23 | 0.62 |
| 31    | 345 | 179.32  | 4   | 1.23 | 0.62 |
| 32    | 346 | 179.32  | 4   | 1.23 | 0.62 |
| 33    | 347 | 179.32  | 4   | 1.23 | 0.62 |
| 34    | 348 | 179.32  | 4   | 1.23 | 0.62 |
| 35    | 349 | 179.32  | 4   | 1.23 | 0.62 |
| 36    | 350 | 179.32  | 4   | 1.23 | 0.62 |
| 37    | 351 | 179.32  | 4   | 1.23 | 0.62 |
| 38    | 352 | 179.32  | 4   | 1.23 | 0.62 |
| 39    | 353 | 179.32  | 4   | 1.23 | 0.62 |
| 40    | 354 | 179.32  | 4   | 1.23 | 0.62 |
| 41    | 355 | 179.32  | 4   | 1.23 | 0.62 |
| 42    | 356 | 179.32  | 4   | 1.23 | 0.62 |
| 43    | 357 | 179.32  | 4   | 1.23 | 0.62 |
| 44    | 360 | 179.32  | 4   | 1.23 | 0.62 |
| Total |     | 7500.86 | 176 |      |      |

• The receipt already routed through escrow till the time borrower applied for NOC shall be adjusted from above share of lender.




For JMS REALTY DEVELOPERS LLP

|   |   |   |
|---|---|---|
| <br>Authorized Signatory |  |  |
| JMS Realty Developers LLP   | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| Borrower  | Co Borrower / Guarantor   | Guarantor   |





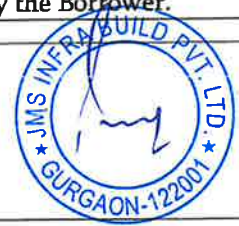
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|---|---|
|   | <ul style="list-style-type: none"> <li>The lender shall have right to change the NOC value per floor at any time during the currency of loan.</li> </ul>  |
| <b>NOCs / Covenants</b>                 | <p>The following NOCs / Covenants are indicative and shall be more clearly defined in the Facility Documents:</p> <ol style="list-style-type: none"> <li>All NOCs/approvals required for creation of security shall be obtained by the Borrower;</li> <li>All the permissions, licenses and approvals necessary for development / construction of the Independent Floors and the same should continue to be valid and subsisting during the currency of the Facility;</li> <li>The Borrower shall not create any further charge on the assets / receivables / unsold stock / land etc. of the Independent Floors offered as security for Facility in favour of any other Lender / financial institutions etc.;</li> <li>The Borrower shall not sell any flat/ unit in charged security without prior NOC of the Lender and undertake that all the collection from any sale shall be deposited only in the DEA charged to Lender;</li> <li>The Borrower shall not raise any fresh secured / unsecured / mezzanine / debt against the charged Independent Floors without prior written consent of the Lender;</li> <li>The Borrower shall neither repay any secured / unsecured loans or give any loan to its Promoters / shareholders / group entities nor pay interest to its Promoters / shareholders / group entities on any such loans without prior written consent of Lender;</li> <li>Such other matters as may be prescribed in the Facility Documents.</li> <li>The Promoters of the Borrower shall not dilute their shareholding in the Borrower company during the currency of the facility</li> <li>Wherever the Borrower has sought NOC for sale of any unit in the Independent Floors, such NOC shall be a provisional NOC. In case the collection received against such unit is not satisfactory, CGHFL may revoke the NOC by giving 3 months' Notice. The Borrower may arrange the collection against such unit to the satisfaction of CGHFL during such period of 3 months to avoid revocation of conditional NOC.</li> <li>The developer will seek final NOC from CGHFL before handing over possession of any unit in the Independent Floors.</li> <li>The Borrower shall close all other current accounts except the Designated accounts for the Independent Floors.</li> </ol> |
| <b>Representations &amp; Warranties</b> | The Borrower/ Promoters/ shall give all the appropriate representations and warranties which shall be set out more clearly in the Facility Documents.   |

For JMS REALTY DEVELOPERS LLP

|   |   |   |
|---|---|---|
| <br>Authorized Signatory |  |  |
| JMS Realty Developers LLP   | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| Borrower  | Co Borrower / Guarantor   | Guarantor   |

|   |  |
|---|--|
| <b>Event of Default</b>                     | <p>The following indicative events shall individually be deemed to be Event of Default. These are not exhaustive and will be set out in details in the Facility Documents:</p> <ol style="list-style-type: none"> <li>Delay/non-payment of payment obligations of the Facility on the due dates after providing for the cure period of 5 business days;</li> <li>Non-payment after the cure period to be event of default;</li> <li>Any failure on part of Borrower to complete security creation / perfection of security to the satisfaction of the Lender;</li> <li>Breach by the Borrower and Promoters of any covenant, representations, warranties or undertakings provided in the Facility Documents;</li> <li>Failure on the part of the Borrower in infusing funds for servicing the Facility from its own resources if there is shortfall in Escrow sweep;</li> <li>Failure of the Promoters and Borrower in maintaining the Security Cover as mentioned above;</li> <li>Failure to route the Independent Floors cash flows / sales receivables through DEA as stipulated under the Security clause above;</li> <li>Breach of any of the covenants / undertakings given by the Borrower / Promoters including covenants as to achievement of construction milestone, minimum sales and collections as stipulated.</li> </ol> <p>Other Events of default shall be defined in the definitive Facility Documents.</p> |
| <b>Consequences of the Event of Default</b> | <p>Lender shall be eligible to all or any of following remedies on the occurrence of an Event of Default. The same is indicative and not exhaustive and shall be set out in more detail in the Facility Documents:</p> <ul style="list-style-type: none"> <li>To charge Penal Interest;</li> <li>To recall the entire facility, amount outstanding along with Penal Interest on the same;</li> <li>To enforce the Security held by Lender;</li> <li>To increase the Sweep Ratio to 100% of amounts held in the Escrow Account;</li> <li>To step-in the shoes of the Promoters and Borrower and to dispense with the charged asset, as Lender may deem fit, to recover any amount due to them along with any other Penal Interest, charges, etc.;</li> <li>To appoint agency of the Lender's choice and liquidate the balance unsold area in the Independent Floors at any price to recover any amount due to them along with any other Penal Interest, charges, etc.; and</li> <li>Any other remedies as may be set out more fully in the Facility Documents.</li> </ul>   |
| <b>Other covenants / conditions</b>         | <ul style="list-style-type: none"> <li>Lender may at its discretion, appoint an Auditor / Architect / Engineer or any other agency to monitor the progress of the Independent Floors. All expenses / fees related to such appointment shall be borne by the Borrower.</li> </ul>   |

For JMS REALTY DEVELOPERS LLP

|  |   |   |
|--|---|---|
| <br><b>Authorized Signatory</b> |  |  |
| JMS Realty Developers LLP  | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| Borrower   | Co Borrower / Guarantor   | Guarantor   |



- The Borrower shall not sell the balance unsold area, including bulk sales, in the Independent Floors below the minimum all-inclusive price mentioned above. However, in case any area is sold below the minimum sales price as mentioned above, then the deficit as per the applicable sweep ratio as defined under Escrow Mechanism and Sweep Repayment shall be made good by the Borrower either by way of contribution from Borrower's / Promoter's own cash flow or by way of enhancing the future sweep ratios. For this purpose, the slabs (if any) defined in Escrow Mechanism and Sweep Repayment for deciding the applicable sweep ratio, shall assume the difference between MSP and the actual sale price deemed received by the developer.
- The Borrower agrees to give right of first refusal to the Lender or its affiliates (Housing Finance Company) for being preferred Housing Finance Lender to its retail customers in all its ongoing and future residential Independent Floors.
- It is to be noted that in case of any revision in the Facility/ terms of the Facility/ Business plan during the tenure of the Loan it will be at the discretion of the Lender to approve the same.
- The rate of interest shall be floating and linked to benchmark rate of the Lender once it is announced by the Lender.
- The Borrower shall not make any payment towards unsecured loans till the time this facility shall be closed.
- The Developer shall ensure that the 176 Floor Units are sold at an average all-inclusive price as under –

| S. No. | Plot No | Size   | No of Floors | Minimum Per Floor Value<br>(in Crore)<br>(To be routed through<br>escrow) |
|--------|---------|--------|--------------|---|
| 1      | 227     | 175.23 | 4            | 1.21  |
| 2      | 228     | 175.23 | 4            | 1.21  |
| 3      | 229     | 175.23 | 4            | 1.21  |
| 4      | 230     | 175.23 | 4            | 1.21  |
| 5      | 231     | 175.23 | 4            | 1.21  |
| 6      | 232     | 175.23 | 4            | 1.21  |
| 7      | 233     | 151.66 | 4            | 1.04  |
| 8      | 234     | 151.66 | 4            | 1.04  |
| 9      | 235     | 151.66 | 4            | 1.04  |
| 10     | 236     | 151.66 | 4            | 1.04  |
| 11     | 217     | 175.23 | 4            | 1.21  |

For JMS REALTY DEVELOPERS LLP

Authorized Signatory

JMS Realty Developers LLP

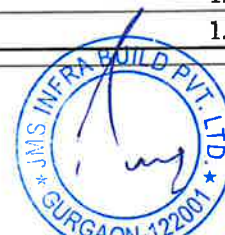
Borrower

Mr. Pushpender Singh

Co Borrower / Guarantor

JMS Infra Build Private Limited

Guarantor








|              |     |                |            |      |
|--------------|-----|----------------|------------|------|
| 12           | 292 | 175.23         | 4          | 1.21 |
| 13           | 293 | 175.23         | 4          | 1.21 |
| 14           | 294 | 151.66         | 4          | 1.04 |
| 15           | 295 | 151.66         | 4          | 1.04 |
| 16           | 296 | 151.66         | 4          | 1.04 |
| 17           | 297 | 151.66         | 4          | 1.04 |
| 18           | 298 | 151.66         | 4          | 1.04 |
| 19           | 299 | 151.66         | 4          | 1.04 |
| 20           | 300 | 151.66         | 4          | 1.04 |
| 21           | 301 | 151.66         | 4          | 1.04 |
| 22           | 302 | 175.23         | 4          | 1.21 |
| 23           | 303 | 175.23         | 4          | 1.21 |
| 24           | 304 | 175.23         | 4          | 1.21 |
| 25           | 305 | 175.23         | 4          | 1.21 |
| 26           | 306 | 175.23         | 4          | 1.21 |
| 27           | 341 | 179.32         | 4          | 1.23 |
| 28           | 342 | 179.32         | 4          | 1.23 |
| 29           | 343 | 179.32         | 4          | 1.23 |
| 30           | 344 | 179.32         | 4          | 1.23 |
| 31           | 345 | 179.32         | 4          | 1.23 |
| 32           | 346 | 179.32         | 4          | 1.23 |
| 33           | 347 | 179.32         | 4          | 1.23 |
| 34           | 348 | 179.32         | 4          | 1.23 |
| 35           | 349 | 179.32         | 4          | 1.23 |
| 36           | 350 | 179.32         | 4          | 1.23 |
| 37           | 351 | 179.32         | 4          | 1.23 |
| 38           | 352 | 179.32         | 4          | 1.23 |
| 39           | 353 | 179.32         | 4          | 1.23 |
| 40           | 354 | 179.32         | 4          | 1.23 |
| 41           | 355 | 179.32         | 4          | 1.23 |
| 42           | 356 | 179.32         | 4          | 1.23 |
| 43           | 357 | 179.32         | 4          | 1.23 |
| 44           | 360 | 179.32         | 4          | 1.23 |
| <b>Total</b> |     | <b>7500.86</b> | <b>176</b> |      |

\*Subject to 5% variant at time of final approvals

- Sales, Collection Milestones as under:

For JMS REALTY DEVELOPERS LLP

|   |   |   |
|---|---|---|
| <br>Authorized Signatory |  |  |
| JMS Realty Developers LLP   | Mr. Pushpender Singh  | JMS Infra Build Private Limited   |
| Borrower  | Co Borrower / Guarantor   | Guarantor   |



| Quarter ending | Incremental cumulative units to be sold | Incremental Cumulative Collection (Rs. In Crs) |
|----------------|---|--|
| Jun-25         | 2                                       | 0.35   |
| Sep-25         | 12                                      | 3.10   |
| Dec-25         | 22                                      | 7.49   |
| Mar-26         | 32                                      | 13.52  |
| Jun-26         | 42                                      | 21.20  |
| Sep-26         | 52                                      | 30.52  |
| Dec-26         | 64                                      | 42.82  |
| Mar-27         | 76                                      | 57.09  |
| Jun-27         | 88                                      | 72.30  |
| Sep-27         | 100                                     | 89.20  |
| Dec-27         | 112                                     | 107.79   |
| Mar-28         | 124                                     | 128.08   |
| Jun-28         | 136                                     | 150.05   |
| Sep-28         | 148                                     | 173.71   |
| Dec-28         | 163                                     | 191.32   |
| Mar-29         | 176                                     | 206.57   |

- The Borrower and Developer shall collect total balance Independent Floors receivables against area sold / to be sold from the Independent Floors, estimated to be minimum around Rs. 206.57 Crs hence forth on aggregate basis, in accordance with the collection schedule as specified in sanction letter subject to a maximum variance of 10%.
- In future, if area changes then the sweep ratio and Lender share shall be modified accordingly.
- The Borrower agrees to give right of first refusal to the Lender or its affiliates (Housing Finance Company) for being preferred Housing Finance Lender to its retail customers in all its ongoing and future residential Independent Floors.
- It is to be noted that in case of any revision in the Facility/ terms of the Facility/ Business plan during the tenure of the Loan it will be at the discretion of the Lender to approve the same and will attract an appropriate fee (for revision of business plan) on mutually agreed terms and penal charges may be levied in case the Business plan is not adhered for more than 3 months.

For JMS REALTY DEVELOPERS LLP

Authorized Signatory

JMS Realty Developers LLP

Borrower

Mr. Pushpender Singh

Co Borrower / Guarantor



JMS Infra Build Private Limited

Guarantor

