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Government of Uttar Pradesh

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Amrendra Singh, A/C:- UPECOLUP-14046204
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Sign. *ASThakur*

Certificate No.	: IN-UP40622881310542X
Certificate Issued Date	: 09-Jan-2025 11:42 AM
Account Reference	: NEWIMPACC (SV)/ up14046204/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1404620478240512689443X
Purchased by	: PRASU HOME LLP
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: PRASU HOME LLP
Second Party	: PRASU HOME LLP
Stamp Duty Paid By	: PRASU HOME LLP
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Statutory Alert

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Affidavit for Declaration on Credit Facility 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 for Declaration on Credit Facility Availed for the Project

**Ref: Project Name SKA ESTATE (UPRERAPRJ.....), Promoter Name: PRASU HOME LLP,
Project Registration No. UPRERAPRJ.....**

1. I Lalit Narayan Jha Promoter of the Proposed project/duly authorised by the promoter of the proposed project, do hereby solemnly declared, undertake and state that as on date give in the verification below the following credit facilities (secured/unsecured) have been availed/are in the process of finalization for project SKA ESTATE.

S.No	Details	
a.	Name of Lender	TATA Capital Housing Finance Limited
b.	Address of Lender's Office/Branch	1 ST & 2 ND Floor, B-36, Lajpat Nagar-II, New Delhi-110024
c.	Date of Borrowing/First Disbursement	25.10.2024
d.	Amount Sanctioned	200 Crores
e.	Amount Disbursed	100 Crores
f.	Outstanding Amount as on date of Affidavit	100 Crores
g.	Details of Project Assets given as Mortgage/Security	Group Housing Residential Project, SKA ESTATE, Situated at Plot No-GH-01A, Sector-ETA-2, Greater Noida, UP

2. I undertake that funds from the declared credit facility will be deposited in the separate account only.
3. I also confirm that the certificate given by the Chartered Accountant (including UDIN) Mr. Ritesh Shailendra & Co. Membership No 401694 certifying all the borrowings on date, as required under para 10(ii) of the Project Account Direction issued by U.P RERA is enclosed with this affidavit.
4. I confirm that the Certificate issued by the lending bank/institution namely TATA Capital Housing Finance Limited As required under para 10(ii) of the Project Account Direction issued by U.P RERA is also enclosed with this affidavit.

For PRASU HOME LLP

Deponent

Designated Partner

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verify by me at Noida on 01.02.2025

ATTESTED
Virendra Kr. Garg
Notary Advocate
Reg. No.-2874
G.B. Nagar

For PRASU HOME LLP

Deponent

Designated Partner



01 FEB 2025



Ref: TCHFL/CF/Delhi/2024-25/ 06/ Sanction

Date: 25.10.2024

To,

Prasu Home LLP (Borrower)	Prasu Infrabuild Private Limited (Co – Borrower)	Kamroop Infrabuild Private Limited (Co-Borrower)
Sanjay Suresh Chand Sharma (Personal Guarantor)	Lalit Narayan Jha (Personal Guarantor)	Ajay Kumar (Personal Guarantor)
Satish Kumar (Personal Guarantor)	Rajeev Agarwal (Personal Guarantor)	Abhinav Kumar Jha (Personal Guarantor)

Kind Attn: Prasu Home LLP

Re: Term loan facility of up to Rs. 200.0 Crores to "Prasu Home LLP" towards "repayment of unsecured loan used for the land allotment of Project, towards ongoing / upcoming projects expenses of the Group and towards financing the balance cost of the Project"

Dear Sirs,

Ref: Term Sheet dated 24.10.2024 issued by Tata Capital Housing Finance Limited in respect of the said term loan facility ("Term Sheet")

We, Tata Capital Housing Finance Limited ("TCHFL", the "Lender") take pleasure in sanctioning a term loan facility of an amount not exceeding Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only) ("Facility") towards SKA Estate being to be constructed on project land, admeasuring 28,551 sq. mtr situated at Plot No. GH -01A, Sector ETA-02, Greater Noida, Uttar Pradesh.

This Sanction Letter and the Facility are granted to you on terms and conditions contained herein, in the Term Sheet and other Facility documents and such other conditions as stipulated by the Lender from time to time and is subject to: -

1. The payment of processing fees of Rs. 2,00,00,000/- (Rupees Two crores Only) at the time of disbursement; and
2. Submission of executed Facility Agreement dated 25.10.2024 and all other Facility documents to the satisfaction of TCHFL.

This Sanction Letter must be read in conjunction with the terms and conditions more particularly contained in the Term Sheet & reproduced in the Annexure hereto. The terms and conditions contained in the Term Sheet are incorporated by reference as if fully set forth herein and shall form an integral part of the Sanction Letter. In the event of any inconsistency between the Term Sheet and the Sanction Letter, the terms and conditions of the Sanction Letter shall prevail.

Please endorse your signature at the foot of this letter in acknowledgement and acceptance of the terms and conditions of this Sanction letter.

We value your relationship with us and assure you of our best services always.

TATA CAPITAL HOUSING FINANCE LIMITED

Corporate Identification Number U67190MH2008PLC187552

1st & 2nd Floor B-36 Lajpat Nagar II New Delhi 110024

Web www.tatacapital.com

Registered Office: 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013

Page 1 of 15

For Kamroop Infrabuild Pvt. Ltd.
For Prasu Home LLP For Prasu Infrabuild Pvt. Ltd.

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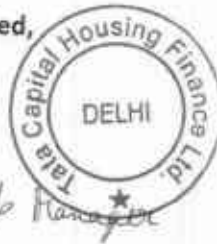


Yours truly,

For Tata Capital Housing Finance Limited,

Name: *Rahul Laxi*

Designation: *Senior Relationship Manager*



Accepted by

Prasu Home LLP	For PRASU HOME LLP Authorised Signatory
Prasu Infrabuild Private Limited	For Kanroop Infrabuild Pvt. Ltd. For Prasu Infrabuild Pvt. Ltd. Director Authorised Signatory
Kanroop Infrabuild Private Limited	For Kanroop Infrabuild Pvt. Ltd. Director
Sanjay Suresh Chand Sharma	
Lalit Narayan Jha	
Ajay Kumar	

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TATA

Satish Kumar	
Rajeev Agarwal	
Abhinav Kumar Jha	







For Prasu Infrabuild Pvt. Ltd.

Authorised Signatory



For PRASU HOME LLP

Authorised Signatory

For Kamroop Infrabuild Pvt. Ltd.

Director



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Definitions	
Borrower	Prasu Home LLP, a Limited Liability Partnership firm, incorporated under Limited Liability Partnership Act, 2008. <i>Hereinafter collectively referred to as "Borrower"</i>
Co-Borrower	Prasu Infrabuild Private Limited, a private limited company, incorporated under the Companies Act, 2013. Kamroop Infrabuild Private Limited, a private limited company, incorporated under the Companies Act, 2013. <i>Hereinafter collectively referred to as "Co-Borrower"</i>
Personal Guarantor	1. Mr. Sanjay Suresh Chand Sharma 2. Mr. Lalit Narayan Jha 3. Mr. Ajay Kumar 4. Mr. Satish Kumar 5. Mr. Rajeev Agarwal 6. Mr. Abhinav Kumar Jha <i>Hereinafter collectively referred to as "Personal Guarantor"</i>
Corporate Guarantor	NA
Group	SKA Group
Promoters	Mr. Sanjay Suresh Chand Sharma and Mr. Lalit Narayan Jha
Facility	Total Rs. 200.00 Cr comprising: • Term Loan I: Not exceeding Rs. 100 Cr ("TL-I"). • Term Loan II: Not exceeding Rs. 100 Cr ("TL-II"). The TL-I & TL-II will collectively referred to as the "Facility".
Lender	TATA Capital Housing Finance Limited
Transaction Documents	Transaction Documents shall include facility agreement executed with respect to this Facility, sanction letter, all other agreements, instruments, undertakings, indentures, deeds, writings and other documents whether financing, security, in the course of trade or otherwise executed or entered into, or to be executed or entered into, by the Borrower and Co-Borrower or as the case may be, any other person, in relation, or pertaining, to the transactions contemplated by, or under the Transaction Documents, and each such Transaction Documents as amended from time to time.
Authorized Payments	All amounts payable by the Borrower to Lender
Security Trustee	Any Security Trustee as mutually agreed upon by the Lender and the Borrower.
Escrow Bank	As decided by the TCHFL
Property	All that piece and parcel of land admeasuring approx. 28,551 sq. mtrs which is equivalent to approx. 7.06 acres of land together with the structures thereon (both present and future) in the residential project, situated at Plot No. GH - 01A, Sector ETA-02, Greater Noida, Uttar Pradesh.
Project	A residential cum commercial (R/C) project (Name to be finalised with RERA application) being developed by the Borrower on the Property.
Property Owner / Lessor	Greater Noida Industrial Development Authority ("GNIDA")

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For PRASU HOME LLP For Prasu Infrabuild Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For Kamroop Infrabuild Pvt. Ltd.

Director





Lessee	Borrower
Project Developer	Borrower
Minimum Stipulated Price	<p>Minimum sale price (MSP) of Rs. 8,000 per sq. ft. of residential and Rs. 10,000 per sq. ft. of commercial, for unsold saleable area in the Project for sales. A discount of Rs. 500 per sq. ft. may be allowed in MSP for initial sales of up to 3,00,000 sq. ft. saleable area and there shall not be any short capitalisation on the said discount.</p> <p>MSP shall include unit consideration, any other charges accruing as revenue to the Borrower including car parking/club house charges and shall exclude any pass through charges including government taxes, maintenance fees.</p> <p>Average MSP shall be maintained during the currency of the Facility, if the units are sold below MSP:</p> <ul style="list-style-type: none"> the entire short capitalisation difference amount to be deposited upfront by the Borrower before NOC/AQR (whichever is earlier) and the entire amount shall be adjusted against TCHFL outstanding Facility; and/or the capitalization to be adjusted upward accordingly to maintain the minimum Net Receivable Cover and Security Cover.
Scheduled Receivables	Receivables / cash flows / revenues (including booking amounts and promoter equity) arising out of or in connection with or relating to the Project and all insurance proceeds both present and future
Projected Cash Flow	As per the Annexure I hereto.
Transaction Related Expenses	The transaction related expenses shall include the processing fees and legal and documentation charges plus all applicable taxes and statutory levies thereon.

Standard Conditions (Part A)	
Purpose of Facility	<ul style="list-style-type: none"> TL-I shall be utilized as follows: <ul style="list-style-type: none"> Towards repayment of unsecured loan used for the land allotment of Project Towards ongoing / upcoming projects expenses of the Group. Transaction related expenses TL-II shall be utilized as follows: <ul style="list-style-type: none"> Towards financing the balance cost of the Project.
Interest on the Facility	<ul style="list-style-type: none"> TL-I: NCPLR of 10.10% plus 2.85% = 12.95% per annum payable monthly on floating rate basis. TL-II: NCPLR of 10.10% plus 1.90% = 12.00% per annum payable monthly on floating rate basis. <p>Presently New Corporate Prime Lending Rate (NCPLR) as on date is 10.10%. Interest rate on repayment would change based on the changes in NCPLR as announced by TCHFL and / or as per the guidelines of GOI and / or any regulatory authority from time to time. This would lead to change in Interest payable to TCHFL. The rate shall be applied by TCHFL on the first date of following monthly as per English calendar year in which NCPLR is changed. The change in NCPLR will be at the sole discretion of TCHFL.</p>
Door to Door Tenure	72 months from the date of 1 st disbursement for respective term loans.

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Handwritten signature and date: 14/12/2011

For PRASU HOME LLP For Prasu Infrabuild Pvt. Ltd.

For PRASU HOME LLP

Authorised Signatory

Authorised Signatory

For Karroop Infrabuild Pvt. Ltd.

Director

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Processing Fees	The Borrower shall pay to the Lender a non-refundable processing fee equal to 1.00 % of the Facility amount, plus all applicable taxes and statutory levies thereon, but subject to deduction of TDS as per applicable law.												
Legal & Documentation Charges	One-time documentation charges amounting to Rs. 5.00 lakh plus applicable taxes. The charges shall be deducted from the proceeds of first disbursement of the Facility but subject to deduction of any applicable taxes, as per law.												
Loan Drawl Period	42 Months from the date of first disbursement for respective term loans												
Principal Moratorium Period	42 Months from the date of first disbursement for respective term loans. (Interest on outstanding amount to be paid on monthly basis during this period)												
Mode of Repayment	1. Monthly Interest Installment (Pre-MII) /Monthly Installments (MI) serviced by Auto Debit mode from Expense Escrow Account with designated escrow bank / RTGS / NEFT or any other mode. 2. Pre MII to be serviced on partly disbursed & outstanding loan component on monthly basis.												
Repayment Schedule	The Borrower agrees and undertakes to repay the Lender the principal amounts of the Facility in 30 monthly instalments starting from 43 rd months of 1 st disbursement of respective term loans. Pre-MII for term loan to commence from the date of first disbursement and to be paid till the moratorium period and MI to commence post moratorium from the following month on the amount disbursed.												
Capitalization	<table border="1"> <thead> <tr> <th>Incremental collection amount (Rs. Cr) in Project</th><th>Capitalization %</th></tr> </thead> <tbody> <tr> <td>Up to 150.00</td><td>10%</td></tr> <tr> <td>150.01 to 250.00</td><td>15%</td></tr> <tr> <td>250.01 to 350.00</td><td>20%</td></tr> <tr> <td>350.01 to 500.00</td><td>30%</td></tr> <tr> <td>Above 500.00</td><td>40%</td></tr> </tbody> </table> <p>Utilization of the sales proceeds & subsequent Capitalization thereof to be at sole discretion of TCHFL, subject to compliance with RERA provisions & other regulatory guidelines, as may be applicable.</p> <p>TCHFL at its discretion may utilize the cash flows from the Project towards adjustment of outstanding in any of the term loans subject to regulatory allowance. If the amount received by Capitalization is insufficient to service the monthly installments (MI), the Borrower shall have to make good the shortfall from its own funds.</p> <p>Lender shall retain the right to modify the Escrow Mechanism at its sole discretion during the currency of loan.</p>	Incremental collection amount (Rs. Cr) in Project	Capitalization %	Up to 150.00	10%	150.01 to 250.00	15%	250.01 to 350.00	20%	350.01 to 500.00	30%	Above 500.00	40%
Incremental collection amount (Rs. Cr) in Project	Capitalization %												
Up to 150.00	10%												
150.01 to 250.00	15%												
250.01 to 350.00	20%												
350.01 to 500.00	30%												
Above 500.00	40%												
DSRA (Debt Service Reserve Amount)	The Borrower shall need to maintain an amount equal to six months' interest on outstanding amount in form of Fixed Deposit (DSRA) lien marked in favour of Lender, which shall be maintained on each disbursement/throughout the tenor. In case of shortfall in DSRA, the Borrower shall transfer such shortfall to the DSRA Account. The DSRA account shall be maintained and operated by the Borrower during the entire tenure of the Facility and shall not be closed without the prior written approval of the Lender.												

For PRASU HOME LLP

For Prasu Infrastructure Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For Kanroop Infrastructure Pvt. Ltd.

Director



**TATA**

aforesaid account shall be maintained by the Borrower. The Borrower shall enter into agreement with the Escrow Bank and/or Lender and such agreement shall be in a form and manner acceptable to the Lender.

DSRA will be reduced from six months to three months after launch of the Project.

RERA Status

To be applied by the Borrower

Security

The Facility, all interest thereon, costs, charges, expenses and all other monies in respect thereof shall be secured by:

- Second charge by way of equitable mortgage (Leasehold land from Greater Noida Industrial Development Authority) of the Project being developed on the Property (including rights, title, interest, claims, benefits, demand under the project documents both Present and future).
- Exclusive charge by way of hypothecation of the Scheduled Receivables of the Project being developed on the Property and all insurance proceeds, current assets and movable fixed assets, both present and future.
- Exclusive charge by way of hypothecation on the Escrow Account of the Project and the DSRA along with all monies credited/deposited therein (in whatever form the same may be), and all investments in respect thereof (in whatever form the same may be).

The Security as required by Lender shall be created in favour of Lender/security trustee, in a form and manner satisfactory to Lender.

Security cover

Post creation of Security, Borrower shall maintain Security Cover of 1.50 times during entire tenor of the Facility.

In case the value of the Property/ Project secured to the Lender falls below the Security Cover specified above, the Borrower shall create Security on such additional assets as acceptable to the Lender in favour of the Lender, in order to maintain the Security Cover specified above.

Receivable Cover

The Borrower shall maintain a Receivable Cover of 1.75 times of principal outstanding during the tenor of the Facility and any short fall in the Receivable Cover would be met by creating Security Cover additional receivables to the satisfaction of the Lender

Contractual Comfort Undertakings

- Unconditional and irrevocable Personal guarantee Mr. Sanjay Suresh Chand Sharma, Mr. Lalit Narayan Jha, Mr. Ajay Kumar, Mr. Satish Kumar, Mr. Rajeev Agarwal, Mr. Abhinav Kumar Jha.
- Four undated cheques, each of one fourth of the principal amount, of Rs. 50 Cr to be issued by the borrower.
- Any Undertaking as recommended by TCHFL.

Pre-disbursement Conditions

- Original Lease Deed of Project land to be obtained.
- Title documents of the Property to be vetted by TCHFL.
- No dues certificate to be obtained from GNIDA for lease payments of Project Land/Any other document confirming the payment of land dues.
- Permission to mortgage (PTM) application submitted to GNIDA to be obtained.
- Security as per Security clause shall be created and contractual comfort shall be obtained to the satisfaction of the Lender
- All Pre-Disbursement Condition as per Annexure V

Conditions subsequent to 1st disbursement

- Permission to mortgage to be obtained within 30 days of 1st disbursement.
- All the assets to be charged to TCHFL shall have been adequately insured for all the risks (Construction at Risk-CAR), as applicable, at Borrower's cost to the satisfaction of the Lender and copies of Insurance Policies, with

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Page 7 of 15

For Prasu Infrabuild Pvt. Ltd.

For PRASU HOME LLP

Authorised Signatory

Authorised Signatory

For Kanroop Infrabuild Pvt. Ltd.

Director



Handwritten signature and date: 14/01/2018

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or before TL-II disbursement

endorsement/assignment in favour of Lender as loss payee, would be made available, if applicable.

- Borrower may consider availing insurance from TATA AIG
- ROC Charge to be created in favour of TCHFL within 30 days of 1st disbursement
- RERA & Escrow account shall be opened with Bank designated by TCHFL. Closure of any other accounts in relation to the Project and confirmation thereto within 30 days of 1st disbursement of TL-II.
- Perfection of Security to be done as per TCHFL requirement.
- The Borrower shall, till the entire Facility is repaid, disclose in all advertisements and promotional materials including advertisements in newspapers/magazines, pamphlets, brochures, e-mailers, websites or any other kind of digital marketing that the Property/Project/Other Property is mortgaged to the Lender. Proof of disclosure of the same shall be submitted by the Borrower to Lender.
- The Borrower shall, till the entire Facility is repaid, disclose at the Project site that the Project is financed and mortgaged to the Lender. Proof of disclosure of the same shall be submitted by the Borrower to Lender

Disbursement Milestones TL-I

TL-I of Rs. 100.00 Cr:

- Rs. 50.00 Cr to be disbursed as and when required by the Borrower subject to Pre-disbursement Conditions.
- Balance Rs. 50.00 Cr to be disbursed as and when required by the Borrower subject to receipt of PTM.

Disbursement Milestones TL-II

TL-II of Rs. 100.00 Cr:

Sr. No.	Tranche Amount (Rs. in Cr)	Cumulative Disbursement (Rs. in Cr)	Construction Stage of Project (%/Slabs)	Cumulative Collection + Promoters' Equity (Rs. in Cr)
1	10.00	10.00	On Receipt of EC	-
2	10.00	20.00	On receipt of RERA	-
3	10.00	30.00	2.00%	4.00
4	10.00	40.00	5.00%	8.00
5	10.00	50.00	10.00%	15.00
6	10.00	60.00	15.00%	30.00
7	10.00	70.00	20.00%	50.00
8	10.00	80.00	25.00%	80.00
9	10.00	90.00	30.00%	150.00
10	10.00	100.00	40.00%	250.00
Total		100.00	40.00%	250.00

*As certified by valuation report.

Others

- Adherence of all the applicable conditions as stipulated in the sanction terms.
- Minimum Promoters' Equity of Rs. 100.00 Cr (including unsecured loans) to be maintained in the Project during the currency of TCHFL facility.
- Peak TCHFL outstanding for the group / Project shall not exceed Rs 150.00 Crore.
- ~~Maximum Debt to Equity Ratio of 2:1 is stipulated.~~

For Prasu Infrabuild Pvt. Ltd.

For PRASU HOME LLP

Authorised Signatory

Authorised Signatory

For Kanroop Infrabuild Pvt. Ltd.

Director



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Handwritten signature

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- Any change more than 10% in Configuration / Units / Saleable Area of the Project mentioned below is subject to approval from TCHFL

Configuration	Units	Saleable Area
3 BHK	560	9,19,520
4 BHK	420	9,71,740
Retail	45	19,168
Total Project	1,025	19,10,428

- Construction of the Project to be started by April 30, 2025, and sales to be launched by June 30, 2025.
- In case the proposed residential group housing project at Plot No. GH-01A, Sector - ETA-02, Greater Noida is not launched in a span of one year of the first disbursement or the Project is not generating sufficient cashflows in one year from the date of first disbursement, Borrower to provide additional cashflows from another group project.
- The Facility to be booked on Gross TDS basis. TDS certificate to be submitted within 30 days from the end of respective quarter, if applicable
- RCU & FI to be waived as visited by TCHFL employees.

Validity	The sanction is valid for a period of 90 days from the date of issuance of term sheet. The same can be increased by further 90 days with approval from TCHFL.
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Other Charges		
Type	Deadline	Amount
Overdue Charges / Penal Charges	On amount remaining due	Penal Charges @ 2.36 % per month (Including GST) on delayed interest and principal installments. (Calculated from due date till the date of payment).
Prepayment / Foreclosure Charges	As per Borrower request	1. NIL prepayment charges in case of prepayment from sales receivables of the Project or from group internal accruals. 2. 3% plus applicable taxes on the principal prepaid at the time of prepayment, in any other event.
Other Charges	As per sanction terms	In case of any other event of default either under this Term Sheet or under any finance or security documents, TCHFL will reserve the right to trigger an event of default and will have the sole discretion to levy charges of 0.20% p.m. (including of GST) of the Outstanding Loan amount (until complied) The above levy of charges is without prejudice to all other rights and remedies of TCHFL under the Facility Agreement.

General Terms & Conditions (Part B)	
Regulatory	1. The Borrower/guarantor/security provider shall submit a declaration in the form and manner acceptable to the Lender, providing specific consent to the Lender for submitting/disclosing the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ("Code"), in respect of the Facility availed by the Borrower/guarantee given by the guarantor/security provided by the Security provider, to Information Utilities as defined in Section 3(21) of the Code and as per directions issued by RBI and specially agreeing to promptly authenticate and verify the

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Page 9 of 15

For Prasu Infra Build Pvt. Ltd.

For PRASU HOME LLP

Authorized Signatory

Authorized Signatory

For Kanroop Infra Build Pvt. Ltd.

Director



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'financial information' furnished by the Lender, as and when requested by Information Utilities.

2. Borrower and guarantors shall be deemed to have given their consent to Lender to disclose the information and data furnished by them to Lender and also those regarding the credit facilities enjoyed by the Borrower, conduct of accounts to the Credit Information Bureau India Ltd (CIBIL) or RBI or NHB or any other agencies authorized under applicable laws who are authorized to seek and/or publish information
3. The Sanction is subject to following Real Estate Regulatory Authority (RERA) Compliances:
 - a. The project to be compliant with RERA guidelines.
 - b. The Borrower shall ensure registration and compliance with Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rules framed thereunder. The Borrower shall ensure continued adherence with RERA and rules thereunder, until re-payment of the Facility (if applicable).
 - c. Borrower and Project at the time of execution of this Term Sheet, have been in compliance and shall continue to comply with the provisions of RERA Act. The Borrower shall execute all such documents, get all such approvals and make all such representations as may be required by TCHFL from time to time in order to ensure that the Project and Borrower are in compliance with all the provisions of RERA Act.
 - d. Borrower shall forthwith disclose the details of the loan provided by TCHFL on the website of the RERA

Mandatory

1. The Project sale agreements/ demand letters with the customers would incorporate a condition that the booking money/ deposits/ payments/ lease rentals need to be made in favour of the escrow account opened by Borrower with Escrow Bank.
2. The Borrower shall provide an "End-use Certificate" from a Chartered Accountant (being Statutory auditor of the Borrower or TCHFL empaneled auditor) within a period of 30 days from the date of every draw down or before the date of subsequent draw down whichever is earlier. The End-use Certificate shall certify that the funds drawn down have been used for the Purpose specified in facility Agreement.
3. Borrower would obtain NOC from Lender before entering into agreements with prospective buyers for sale of units in the Project.
4. Prior NOC to be obtained from TCHFL by the guarantors for extending any further guarantees.
5. Borrower to submit monthly progress reports (or any other frequency as deemed fit by TCHFL) along with MIS for sales done, advances received, registration and NOC executed against the units in the project within 7 days of the end of month.
6. The Borrower shall first pass the lead/enquiries to the Lender for all home loan requirements for customers purchasing flats in the Project.
7. Borrower to provide copies of any fresh/amendatory approval/permissions received for the project to the Lender within 30 days of such receipt of approval/permission
8. Facility shall be directly disbursed to the vendors/government agencies or bodies/end use beneficiary on best effort basis

For Prasu Infrabuild Pvt. Ltd.

Authorized Signatory

For PRASU HOME LLP

Authorized Signatory

[Signature]

For Karroop Infrabuild Pvt. Ltd.

Director

**TATA CAPITAL HOUSING FINANCE LIMITED**

Corporate Identification Number U67190MH2008PLC187552

1st & 2nd Floor B 36 Lajpat Nagar II New Delhi 110024

Web www.tatacapital.com

Registered Office: 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013

Page 10 of 15

[Signature]

**TATA**

9. If the Properties are sold fully/partially) either with / without being developed, Lender shall have the right to adjust the proceeds of such sale against the Facility then outstanding.
10. The Borrower shall not change its constitution without the prior permission of Lender till the entire Facility is repaid.
11. The Borrower shall not raise any additional debt on the Property/ Project, or create any further encumbrance, till closure of the Facility, without prior permission of Lender.
12. The Borrower shall allow adequate space in the Property/Project site for Lender's home loan representative to help service the customers who are looking to take office loan.
13. Certificate for compliances with statutory obligations/dues, wherever required certified by CA/CS on annual basis.
14. In case of multiple facilities availed by the Group from TCHFL, specific NOC need to be taken for release of security in case of closure of the proposed Facility
15. Borrower shall submit to the lender audited financials and net worth statement of all Borrowers/guarantors on annual basis within 180 days from the last day of reporting period.
16. In case of management of the Project is handed over to any company/entity other than the Borrower, then the Borrower shall provide for such clauses in the agreements with such entity / company allowing the lender or its agency to take over management control of the Project operations in case of default.
17. The Lender shall be entitled to review the performance of the Borrower in relation to the Projects, on quarterly basis or such other frequency as is decided by the Lender from time to time.
18. In case of event of default from terms of the Facility, TCHFL will have right to take corrective action including (but not limited to) sell the mortgaged units at discounted rate as deemed fit by TCHFL
19. The Lender shall have first right of refusal for any further funding for the Project undertaken by the Borrower. The Lender will confirm the same within 60 days from the date of receipt of the Borrower's proposal.
20. The interest on unsecured loans, and the principal of unsecured loans shall not be repaid during the tenor of the Facility, without prior written consent of the Lender.
21. Promoters contribution to be infused in case of any shortfall in Receivables
22. For every incremental Rs. 10 Cr of TCHFL's retail home loan sanctioned in Project, ROI to be reduced by 0.05% from the existing applicable ROI. First disbursement of all such loans will have to be completed for consideration towards the incentive scheme. Maximum reduction in ROI through incentive scheme to be allowed up to 0.75% subject to approval from TCHFL. This scheme is only applicable for home loan conversions done directly with the Borrower and TCHFL. Any sanction/ disbursal done through DSA/ Channel partners will not be eligible for ROI benefit.
23. This Term Sheet shall stand revoked and cancelled if:
 - a. There are material changes in the proposal for which the assistance is considered & the information provided by borrower on the basis of which the loan has been sanctioned.
 - b. There are material changes in the Borrowers' financial performance.

For Prasu Infrabuild Pvt. Ltd.

Authorised Signatory

For PRASU HOME LLP

Authorised Signatory

For Karroop Infrabuild Pvt. Ltd.

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Handwritten signature/initials

**TATA**

	<p>c. Any material fact concerning the Borrowers' profits or its ability to make payments under this loan agreement or any relevant aspects of its request for loan facility are withheld, suppressed, concealed, or are found to be incorrect or untrue.</p> <p>d. Unsatisfactory track record in respect of any other finance Facility availed by the Borrower/ Co Borrowers, guarantors.</p> <p>e. Any other reason which can have a detrimental impact on the Project, its timely completion and/or Bookings.</p> <p>f. Any information as may be required by TCHFL from the Borrower, Co-Borrowers and guarantors, time to time pertaining to the Project / secured Property is not furnished in the form prescribed / approved by TCHFL within a period of 30 days.</p> <p>g. Borrower fails to comply with any of the provisions of RERA Act or fails to comply with any request of TCHFL either with respect to any act to be done or not done under RERA or otherwise.</p> <p>h. If there is a revocation of registration by RERA.</p>
<p>Legal Covenants</p> <p><i>[Signature]</i> For Prasu Infrabuild Pvt. Ltd. Authorised Signatory</p> <p><i>[Signature]</i> For PRASU HOME LLP Authorised Signatory</p>	<p>1. No suit / case has been filed by any banks or any Financial Institutions against borrowers or any of firms / companies in which they are partners / directors / guarantors. Further no account of the borrowing companies / firm / LLP or group companies / firms / LLPs has been declared NPA by any banks / Financial Institutions.</p> <p>2. All legal and incidental expense including stamp duty and out of Pocket Expenses in connection with the proposed credit facility will be borne by the Borrower.</p> <p>3. The transactions with the associate/ group concerns/ if any will be genuine trade transactions and on commercial terms.</p> <p>4. No case/proceedings are pending against them on account of any default/violations under FEMA, Customs, and Taxation and Exchange control Regulations.</p> <p>5. Borrower/their sister or associate/ group/family concerns and their Directors/partners/proprietor etc. do not appear on RBI's list of defaulters and ECGC's caution list. Further, if any such proceeding is initiated by any of such departments, information will be provided to Lender immediately. In case this information is found to be incorrect at a later stage or non-reporting of any subsequent proceedings, TCHFL is fully empowered to take criminal action/other suitable proceedings against the borrower.</p> <p>6. No person shall be inducted as Director / Partner of borrower entity whose name appears in the list of Willful Defaulters of RBI / NHB and if such a person is found as a Director in borrowing entity the applicant company / partner in the firm, the other Directors' / partners' would take expeditious and effective steps for removal of such person from the Board of the borrowing entity.</p> <p>7. Audited / provisional financials of Borrower to be obtained within 180 days of the close of the financial year.</p> <p>8. Promoter/Director shall not withdraw the profits earned / capital invested / quasi equity in the Project during the currency of the loan without prior written permission from TCHFL.</p>

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*[Handwritten signature]*

**TATA**

9. The unsecured loans raised from friends, relatives and directors etc. (quasi equity) shall remain in the Project on continuous basis and these loans shall not be withdrawn during the currency of the loan without prior written permission from TCHFL and such loans shall be subordinated to TCHFL loan.
10. Validation of bookings to be done at such intervals as per TCHFL requirements.
11. Borrower confirms/undertake the following:
 - a. No cases pending against the company/borrower except as disclosed to the lender
 - b. Indemnity cum undertaking for all the existing suit / cases / disputes / penalties on the Project / Borrower / Group
 - c. it shall not violate the sanction plan approved by the competent authority and that the construction shall be strictly as per the sanction plan.
 - d. to mortgage to TCHFL any additional units in the proposed project available to developer's share due to change in plans or any other reasons.
 - e. there have been no defaults in any of the facilities availed by the group/promoters till date
 - f. it shall ensure timely revalidation of project approvals, whenever required.
 - g. it shall always ensure uninterrupted access from main road to the TCHFL security property.
 - h. any other undertaking/indemnity as per internal legal or as mentioned in TSR
12. Borrower confirms & undertakes the following in respect of the Security:
 - a. No proceedings under Income Tax Act and any taxation laws are pending or going on and no arrears of tax, including the interest in the respect of the Security are pending.
 - b. The Security is not attached by any Government/ Tax Authorities.
 - c. All the obligations/payments to Municipal Authorities etc. shall be made by Borrower/property owner in time.
 - d. The Property is in the possession of the Borrower/ Security provider.
 - e. No third party interest, including license/tenancy rights have been created or will be created without TCHFL prior written permission.
 - f. The Security is free from any court/municipal proceedings, attachments etc.
 - g. That the said security is free from all dispute, charges, taxes, litigation, attachment anywhere in India.

Audit/Review

1. The Lender will have the right to carry out technical review of the Project through the Lender's empanelled valuer.
2. The Lender shall have the right to review the Facility/Project
3. Borrower to submit CA certified cost and sales certificate
4. Borrower to submit report on sales, construction progress and collections in the entire Project financed by TCHFL on a quarterly basis, or on a shorter duration if required by TCHFL
5. The Lender shall have the right to carry out audit of the Escrow Account

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Page 13 of 15

Authorised Signatory

Authorised Signatory

For Prasu Infrabuild Pvt. Ltd.

For PRASU HOME LLP

For Kanroop Infrabuild Pvt. Ltd.

Director



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**TATA**

6. The Lender shall have the right to carry out site visit of the Project
7. In case the Lender feels necessary, it may appoint a Lenders Engineer (LE) during the course of execution period of the Project. In such a case, the Borrower may be asked to reimburse the cost/fee of such LE to the Lender.

The audit/reviews can be carried out at such frequencies as may be decided by the Lender from time to time at its own discretion.

Escrow Mechanism

Mechanism of operation of the Escrow Account:

The Borrower shall open, establish and maintain current account for depositing the Scheduled Receivables of the Project ("RERA Account 1"). The RERA Account 1 shall be maintained and operated by Borrower during the entire tenure of Facility and shall not be closed without the prior written approval of the Lender. All costs, charges and expenses in connection with the aforesaid account shall be borne by the Borrower. The Borrower shall enter into agreement with Escrow Bank and such agreement shall be in a form and manner acceptable to Lender. The Borrower shall ensure that the Scheduled Receivables are deposited only in the aforesaid RERA Account 1.

Further, at the end of every day, 70.00% of the amounts received in RERA Account 1 shall be transferred to Current Account ("RERA Account 2") and remaining 30% shall be transferred to Escrow Account for Project ("Escrow Account")

TCHFL will have the right to stipulate 'Capitalization' in Escrow Account(s) for the Projects to daily transfer certain percentage of amounts routed through the Escrow Account(s) to TCHFL Collection Account towards adjustment against any outstanding amounts against the Facilities on daily basis without any prepayment charges. The remaining amount in the Escrow Account(s) shall be transferred to the Borrower

1. Capitalization to be set-off against principal amount during moratorium and EMI during repayment period.
2. No interest set off against proposed Capitalization during moratorium period. Capitalization to be set-off only against EMI during repayment period. Any deviation to the same to be specifically approved by TCHFL.
3. Initial adjustment of capitalization to be made towards over dues (if any), then towards EMI, and then towards respective Term loans. Any deviation to this to be made with specific approval from TCHFL only.
4. Capitalization will be done on 100% collections received in the projects.
5. Capitalization to be reviewed during the Asset Quality Review or at any frequency deemed fit by TCHFL and may be revised based on project performance, conduct of the account or any other factors with the approval of TCHFL.
6. Capitalization may be revised at sole discretion of TCHFL during the live tenure of the loans.

This Sanction Letter is subject to satisfactory completion of comprehensive legal, financial, technical of security and other due diligence of the Borrower and Co-Borrower and execution of all such documents as may be required by TCHFL including documents required for valid security creation. The Borrower and Co-Borrowers shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of TCHFL for undertaking the due diligence.

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For PRASU HOME LLP
For Prasu Infra Build Pvt. Ltd.
Authorised Signatory

For Kamroop Infra Build Pvt. Ltd.
Authorised Signatory





This Sanction Letter super cedes all other sanction letter / Term Sheet issued by TCHFL for this facility, if any.

Please endorse your signature at the foot of this letter in acknowledgement and acceptance of the terms and conditions of this letter.

Yours truly,

For Tata Capital Housing Finance Limited

Name: *Rahul Bassi*

Designation: *Senior Relationship Manager*



Accepted by

Prasu Home LLP	For PRASU HOME LLP
Prasu Infrabuild Private Limited	Authorised Signatory For Prasu Infrabuild Pvt. Ltd.
Kamroop Infrabuild Private Limited	Authorised Signatory For Kamroop Infrabuild Pvt. Ltd.
Sanjay Suresh Chand Sharma	<i>Sanjay Suresh Chand Sharma</i> Director
Lalit Narayan Jha	<i>Lalit Narayan Jha</i>
Ajay Kumar	<i>Ajay Kumar</i>
Satish Kumar	<i>Satish Kumar</i>
Rajeev Agarwal	<i>Rajeev Agarwal</i>
Abhinav Kumar Jha	<i>Abhinav Kumar Jha</i>

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Ritesh Shailendra & Co.

CHARTERED ACCOUNTANTS

TO WHOM SO EVER IT MAY CONCERN

CERTIFICATE CONFIRMING BORROWING OF RS. 200 CRORES FROM TATA CAPITAL HOUSING FINANCE LIMITED

This is to Certify that M/s Prasu Home LLP, Project-SKA Estate has borrowed Rs. 200 Crores from M/s Tata Capital Housing Finance Limited out of which Rs. 100 Crores has been disbursed.

This borrowing is in the form of Term Loan Facility from TATA Capital Housing Finance Limited and is being utilized for the purpose of financing the SKA Estate Project. The above details are checked with MCA records.

This certificate has been issued at the request of Prasu Home LLP for the purpose of confirming the borrowing of Rs. 200 Crores.

For Ritesh Shailendra & Co.

Chartered Accountants


(Ritesh Srivastava)

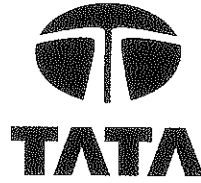
Partner

M.No. 401694

UDIN : 25401694BMKRYU3456

Date : 01/02/2025

Place : Ghaziabad



DATE: 03.02.2025

TO WHOM SO EVER IT MAY CONCERN

CERTIFICATE

This is to certify that M/s Prasu Home LLP, Project-SKA Estate borrowed Rs. 200 crores out of which Rs. 100 crores has been disbursed, further detail of security and project mentioned below.

A) Project for which the amount was lent to the promoter:

We, Tata Capital housing finance limited sanction a term loan facility of an amount not exceeding Rs. 200,00,00,000/- (rupees Two hundred crores only) towards the project "SKA Estate" Promoted by M/s Prasu Home LLP being constructed on project land, admeasuring 28,551 sq. Mtr. situated at Plot No. GH-01A, Sector ETA-02, Greater Noida, Uttar pradesh

B) The details of the security provided for the amount lent:

All the piece and parcel of land admeasuring approx. 28,551 sq. Mtrs. which is equivalent to approx. 7.06 acres of land together with the structures thereon (both present and future) in the residential project, situated at Plot No. 01A, Sector ETA-02, Greater Noida, Uttar Pradesh.

Yours Faithfully


For Tata Capital Housing Finance Ltd

TATA CAPITAL HOUSING FINANCE LIMITED

Corporate Identification Number U67190MH2008PLC187552

1st & 2nd Floor B 36 Lajpat Nagar II New Delhi 110024

Web www.tatacapital.com

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400013

ANKUR JINDAL

ADVOCATE

Office & Residence :
B-215, LOHIA NAGAR,
GHAZIABAD - 201 001
PH : 0120-4292629, 2711030

Noida Office
416, IVth Floor, J. O. P. Plaza,
P-2, (Opp. Mc-Donald)
Sector-18, Noida.

Court Address :
CHAMBER No. 6 & 5
CIVIL COURT COMPOUND,
GHAZIABAD - 201 001

E-mail : jindalassociates@rediffmail.com
MOBILE : 9810974565

Date :

03.02.2025

M/s Prasu Home LLP,
Reg. office at- A-134, 3rd Floor, Corenthum Tower,
Sector-62, Noida, District- Gautam Budh Nagar-201301

Dear Sir,

Regarding: Legal Opinion and Non Encumbrance Certificate in respect of the property
no. /Group Housing Plot no. GH-01A area 28,551 sq. mts., Sector- ETA-02, Greater
Noida, District- Gautam Budh Nagar owned by M/s Prasu Home LLP, having Reg.
office at A-134, 3rd Floor, Corenthum Tower, Sector-62, Noida, District- Gautam Buddh
Nagar-201301

I have scrutinized the Title documents Pertaining to the said property fully detailed and
discussed herein below. My report is as under:

Part I - DESCRIPTION OF PROPERTY

Group Housing Plot no. GH-01A area 28,551 sq. mts., Sector- ETA-02, Greater Noida,
District- Gautam Budh Nagar, bounded as under:

North:- As per Lease Plan Attached

South:- As per Lease Plan Attached

East:- As per Lease Plan Attached

West:- As per Lease Plan Attached



प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

बन्धक सदर ग्रेटर नोएडा
गौतम बुद्ध नगर

क्रम संख्या 2025145008221

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 01/02/2025

प्रस्तुतकर्ता या प्रार्थी का नाम अंकुर जिन्दल एडवोकेट

लेख का प्रकार: मुआयना 2009 वर्ष से 2025 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुख्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग

100

शुल्क वसूल करने का दिनांक

01/02/2025

दिनांक जब लेख प्रतिलिपि या तलाश

01/02/2025

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB-REGISTRAR

(Greater Noida)

Gautam Budh Nagar

Part II - DESCRIPTION OF DOCUMENTS SCRUTINIZED

- Lease Deed dated 19.10.2024 duly registered with the Sub Registrar Sadar, Greater Noida, District- G.B. Nagar, Uttar Pradesh as Book No. 1, Volume-45771, Page No. from 173 to 292, Document no. 34330 on 19.10.2024 executed by Greater Noida Industrial Development Authority (GNIDA) **in favour of M/s Prasu Home LLP (SPC of M/s Prasu Infrabuild Pvt. Ltd. & M/s Kamroop Infrabuild Pvt. Ltd.)** a limited Liability Partnership incorporated under the Limited Liability Partnership Act-2008 (LLP-Act) and having its registered office at A-134, 3rd Floor, Corenthum Tower, Sector-62, Noida, District- Gautam Budh Nagar-201301.

Part III- Flow OF Land

Greater Noida Industrial Development Authority has done allotment of the said property i.e. **Group Housing Plot no. GH-01A area 28,551 sq. mts., Sector- ETA-02, Greater Noida, District- Gautam Budh Nagar** in favour of M/s Prasu Home LLP (SPC of M/s Prasu Infrabuild Pvt. Ltd. & M/s Kamroop Infrabuild Pvt. Ltd.) vide Allotment Letter No. GNIDA/BRS-01/2023-2024/1258 dated 16.08.2024.

Further that, Greater Noida Industrial Development Authority executed the lease deed of the said group housing plot for 90 years in favour of M/s Prasu Home LLP (SPC of M/s Prasu Infrabuild Pvt. Ltd. & M/s Kamroop Infrabuild Pvt. Ltd.) vide Lease Deed registered on dated 19.10.2024 in volume no. 45771 vide document no. 34330 on pages 173-292. As per the said Lease Deed, the said Group Housing Plot will be use for the purpose of constructing Residential Flats and support facilities according to setbacks and building plan approved by GNIDA.

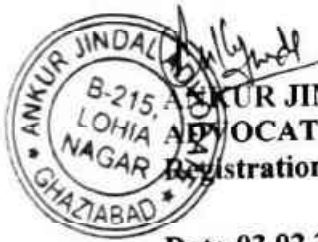
M/s Prasu Home LLP will construct flats on the said group housing plot after getting building sanction map approved by GNIDA.



I hereby certify that the registration particulars-number, date and page particulars etc., as shown in the copy of title deed and contents thereof tally with the information as stated in the records of office of Sub-Registrar / Registrar of assurances. I further certify that the photograph of Auth. Signatory of Authority and of the M/s Prasu Home LLP affixed / seen in the title deed tally with records of registration office.

Part V – NON ENCUMBRANCE CERTIFICATE

This is to certify that on 01.02.2025, I have made the search in the records of Sub-Registrar, Sadar, Greater Noida, District- Gautam Budh Nagar for the last 16 years 2009 to 2025 vide Search Receipt bearing no. 2025145008221 dated 01.02.2025. That it is certified that the property mentioned in Part I of the opinion is free from all encumbrances, lien, charge and mortgage etc **EXCEPT THE SAID GROUP HOUSING PLOT IS PRESENTLY MORTGAGE WITH TATA CAPITAL H/F.** The inspection receipt issued by the office of Sub-Registrar, Sadar Greater Noida, District- G.B. Nagar, towards the inspection fee is enclosed here with.



Registration no. UP4142/2005

Date-03.02.2025

Enclosure:

- Receipt No 2025145008221 dated 01.02.2025 for inspection for Years 2009 to 2025 issued by Sub-Registrar, Sadar Greater Noida, G.B. Nagar.