

Oct 31, 2018

National Securities Depository Ltd.
5th Floor, Trade World
Kamala Mills Compound, Senapati Bapat Marg
Lower Parel, Mumbai 400 013.

We hereby certify that the names of the allottees of the (Debentures) of (UNISHIRE URBANSCAPE PRIVATE LIMITED) issued consequent to (Non-Convertible Debentures) have been verified with the names provided by NSDL, based on the list of the DP Id and Client Ids of the allottees provided by us. We hereby certify that the Credits are being effected only to those accounts which are in "active" status and where the names and order of names as per the application matched with that of the names and order of the names as provided by NSDL. The details of the Corporate Action are given under:

Sr. No.	ISIN	No. of Records	Quantity
1	INE021T07023	1	10

Yours faithfully

FOR INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED



S.VIJAYAGOPAL
VICE PRESIDENT

INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LTD

#30, Ramana Residency, 4th Cross, Sampige Road, Malleswaram, Bangalore – 560 003.

☎ Phone No.: 080 2346 0815 to 818 ☎ Fax No.: 080 2346 0819 ☎ Email ID: gopi@integratedindia.in

Regd. Office: 2nd Floor, Kences Towers, No.1, Ramakrishna Street, North Usman Road, T. Nagar, Chennai – 600 017

CIN : U74900TN2015PTC101466 ; SEBI Regn No: INR000000544

"Appointment of a nominee for the shares held by you is not an option but your right!! Please exercise your right to nominate"

CORPORATE ACTION INFORMATION FORM

(For Debt instruments - Allotment)

Ref. No. :

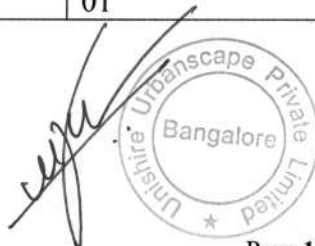
Date : 24.10.2018

To,
Vice President
National Securities Depository Limited
Trade World, A Wing
Kamala Mills Compound, Lower Parel
Mumbai – 400013.

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL.
The details of the securities allotted are given below:

ISIN	INE021T07023
Security Description	NON-CONVERTIBLE DEBENTURES
Allotment Date	23.10.2018
Face Value per security	10,00,000/-
Distinctive Numbers	16-25
Whether this issue is placed through Electronic Book Provider (EBP) Mechanism	NO
If through EBP, name of Electronic Book Provider name of the clearing corporation.	NA

<i>Allotment Details</i>	<i>No. of records</i>	<i>No. of Securities (Quantity)</i>
Electronic Form – NSDL	01	10
Electronic Form – CDSL		
Physical Form		
Total Allotted	01	10



Page 1 of 2

UNISHIRE URBANSCAPE PVT LTD

Registered Office:

#36, Railway Parallel Road, Nehru Nagar, Kumarapark (West), Bangalore - 560 020

T +91 (0)80 2346 1715/6 F +91 (0)80 2346 0547 E uni_urbanscape@unishire.com URL www.unishire.com

CIN: U45400KA2011PTC056888

UNISHIRE is a Brand & Trade Mark of Pratik Mehta.

I, Vinay K Mehta, Managing Director of Unishire Urbanscape Pvt Ltd declare that:

The issuer has obtained all the necessary approvals for the aforesaid issue of securities and is in compliance with all the applicable rules and regulations. The allotment is in terms of Board Resolution dated 23.10.2018.

Signature :



Notes:

1. Enclose a copy of the Board Resolution for allotment of the above securities.
2. Ensure that the above details reach NSDL atleast two days before execution of corporate action.
3. The form should be signed by the Company Secretary or Compliance Officer or Managing Director.
4. After submitting the Corporate Action Information Form and payment of fees to NSDL, you may advise your R & T Agent / Registry Division to execute the corporate action.

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CIN: U45400KA2011PTC056888

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Date: 24/10/2018

To,
The Managing Director,
 National Securities Depository Limited.
 Trade World, 4th floor,
 Kamala Mills Compound,
 Senapati Bapat Marg,
 Lower Parel,
 Mumbai - 400 013

Dear Sir,

We intend to issue securities under existing ISIN as per details given below. We hereby declare that there is no modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc. and are pari passu with the bonds / debentures under the following ISIN wherein the new securities being issued.

Details of current issue:

ISIN	INE021T07023
Date of Allotment	23.10.2018
Date of Maturity	31.03.2019
Allotment Quantity	135
Issue Price (in Rs.)	10,00,000
Face Value (in Rs.)	10,00,000
Issue Size (in Rs. Crs.)	13.50 Crores
Certificate Nos./Distinctive Nos. (From - To)	16-25

Issuance history under the aforesaid ISIN (including current issue):

Sr. No.	Date of Allotment	Allotment Quantity	Cumulative Quantity	Issue Price (in Rs.)	Issue Size (in Rs. Crs.)	Cumulative Issue Size (in Rs. Crs.)
01	29.06.2018	05	05	50,00,000/-	50,00,000/-	50,00,000/-
01	16.08.2018	10	10	1,00,00,000/-	1,00,00,000/-	1,00,00,000/-
01	23.10.2018	10	10	1,00,00,000/-	1,00,00,000/-	1,00,00,000/-

For Unishire Urbanscape Pvt Ltd

Name: Vinay K Mehta
Designation: Managing Director



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Table A

Name of the company	Unishire Urbanscape Private Limited
Date of allotment	23/10/2018
Type of Security allotted	Secured, Redeemable Non- Convertible Debentures (NCDs)
Nominal Amount per Security (in Rs.)	Rs. 10,00,000/-
Premium/ (Discount) amount per Security (in Rs.)	Nil
Total number of allottees	1
Brief particulars in respect of terms and condition etc.	<ol style="list-style-type: none"> 1. Issue of NCDs of Rs. 13.5 Crores 2. 18% per annum compounded monthly and payable quarterly. 3. Principal repayment will be done in quarterly installments on or before 31st March 2019

Table B (List of allottees - Allotment of securities payable in cash)

Sl No.	Name of security Holder, PAN NO., Email ID	Address of Allottee	Class of security held and no of security allotted.	Nominal value of of NCD allotted (in Rs.)	Total amount paid on Each NCD (in Rs.)	Particulars of consideration received if the securities were issued for consideration otherwise than cash.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Reliance Nippon Life Asset Management Limited AAACR2668G Ketan.patel@relianceada.com	Reliance Nippon Life Asset Management Limited, Reliance Centre, 7th Floor, South Wing, Off Western express Highway, Santacruz (East), Mumbai-400055	Secured, Redeemable Non-Convertible Debentures (NCDs) & 10 Nos. Allotted	10,00,000/-	10,00,000/-	Not Applicable

FOR UNISHIRE URBANSCAPE PRIVATE LIMITED

Vinay Kirti Mehta
VINAY KIRTI MEHTA
 MANAGING DIRECTOR
 DIN 03586852



UNISHIRE URBANSCAPE PVT LTD

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CIN: U45400KA2011PTC056888

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EXTRACTS OF THE MEETING OF THE BOARD OF DIRECTORS OF UNISHIRE URBANSCAPE PRIVATE LIMITED HELD ON 23rd OCTOBER 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT No. 36, RAILWAY PARALLEL ROAD, NEHRU NAGAR, BANGALORE

"RESOLVED THAT pursuant to the provisions of Section 42,62,71, of the Companies Act, 2013 read with Letter of offer for issue of Secured, Redeemable Non- convertible debentures dated 20th June 2018, 10 (Ten Only) Secured, Redeemable Non-convertible debentures of face value of Rs.1,000,000/- each be and are hereby allotted to following Allottee.

Sr. No.	Name of allottee	Address of Allottee	Secured, Redeemable Non-convertible debentures Allotted
1	Reliance Nippon Life Asset Management Limited	Reliance Nippon Life Asset Management Limited, Reliance Centre, 7 th Floor, South Wing, Off Western express Highway, Santacruz (East), Mumbai-400055	10
	TOTAL		10

RESOLVED FURTHER THAT pursuant to the provisions of Companies Act, 2013 the Debentures shall be issued in dematerialized form.

RESOLVED FURTHER THAT the return of allotment and other applicable returns be filed with the Registrar of Companies, Karnataka, in the prescribed form.

RESOLVED FURTHER THAT Mr. Vinay Kirti Mehta, Managing Director, Mr. Kirti Kantilal Mehta, Director or Mr. Pratik Kirti Mehta, Director be and are hereby severally authorised to do all acts, deeds and things to give effect to the aforesaid resolutions."

//Certified True Copy//
For Unishire Urbanscape Private Limited


Vinay Kirti Mehta
Managing Director
DIN No. 03586852

UNISHIRE URBANSCAPE PVT LTD

Registered Office:

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FORM NO. PAS-3

[Pursuant to section 39(4) and 42 (9) of the Companies Act, 2013 and rule 12 and 14 Companies (Prospectus and Allotment of Securities) Rules, 2014]



Return of Allotment

Form language ☒ English ☐ Hindi

Refer the instruction kit for filing the form.

1.(a) *Corporate Identity Number (CIN) of company

U45400KA2011PTC056888

Pre-fill

(b) Global Location Number (GLN) of Company

2.(a) Name of the company

UNISHIRE URBANSCAPE PRIVATE LIMITED

(b) Address of the Registered office of the company

No.36,Railway Parallel Road
Nehru Nagar
Bangalore
Karnataka
560020
India

(c) *Email Id of the company

kirtimehta@unishire.com

3. Securities allotted payable in cash

*Number of allotments

1

1 (i)* Date of allotment

23/10/2018

(DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution

25/05/2018

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

G90241472

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input checked="" type="checkbox"/> Debentures
Brief particulars of terms and conditions				repayment on or before 21/02/2019
Number of securities allotted				10
Nominal amount per security (in Rs.)				1000000.00
Total nominal amount (in Rs.)				10,000,000
Amount paid per security on application (excluding premium) (in Rs.)				1000000.00
Total amount paid on application (excluding premium) (in Rs.)				10,000,000
Amount due and payable on per security on allotment(excluding premium) (in Rs.)				0.00
Total amount paid on allotment (excluding premium) (in Rs.)				0.00
Premium amount per security due and payable (if any) (in Rs.)				0.00
Total premium amount due and payable (if any) (in Rs.)				0.00
Premium amount paid per security (if any)				0.00
Total premium amount paid (if any) (in Rs.)				0.00
Amount of discount per security (if any) (in Rs.)				0.00
Total discount amount (if any) (in Rs.)				0.00
Amount to be paid on calls per security (if any) (excluding premium) (in Rs.)				0.00
Total amount to be paid on calls (if any) (excluding premium) (in Rs.)				0.00

4. Securities allotted for consideration other than cash

* Number of allotments

(i)* Date of allotment

(DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input type="checkbox"/> Debentures
Number of securities allotted				
Nominal amount per security (in Rs.)				
Total nominal amount (in Rs.)				
Amount to be treated as paid up on each security (in Rs.)				
Premium amount per security (if any) (in Rs.)				
Total premium amount (if any) (in Rs.)				
Amount of discount per security (if any) (in Rs.)				
Total discount amount (if any) (in Rs.)				

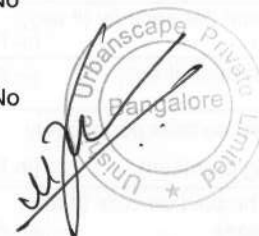
(iv)* Details of consideration

Consideration for which such securities have been allotted	Description of the consideration	Value (amount in Rs.)
(a) Property and assets acquired		
(b) Goodwill		
(c) Services (give nature of services)		
(d) Conversion of Debentures		
(e) Conversion of Loans		
(f) Other items (to be specified)		

(v)* Whether an agreement or contract is executed in writing for allotting securities for consideration other than cash
(if yes, attach a copy of such agreement or contract). ☐ Yes ☐ No

(vi) Whether valuation report of the Valuated person has been obtained.

☐ Yes ☐ No



5. Bonus shares issued

- (a) Date of allotment (DD/MM/YYYY)
- (b) Number of bonus shares
- (c) Nominal amount per share (in Rs.)
- (d) Amount to be treated as paid up per share (in Rs.)
- (e) * Date of passing shareholders' resolution (DD/MM/YYYY)
- (f) * SRN of Form No MGT-14

6. In respect of private placement

(a) Category to whom allotment is made:

- ☐ Existing shareholders
- ☐ Employee
- ☐ Directors
- ☐ Qualified Institutional Buyers
- ☒ Others

(b) Declaration that in respect of preferential allotment or private placement the company has:

- ☒ allotted securities to less than two hundred persons in aggregate in a financial year excluding exempted categories;
- ☒ not allotted securities with an application size of less than twenty thousand per person;
- ☒ offered such securities through private placement offer letter and no prospectus or any other public advertisement has been issued for the same;
- ☒ completed allotment in respect of earlier private placement offers;
- ☒ received money payable on subscription of such securities through cheque or demand draft or other banking channels but not in cash;
- ☒ made such offers only to the persons whose names were recorded by the company prior to such invitation and such persons have received such offer by name;
- ☒ Maintained a complete record of such offers and acceptances in Form No. PAS-5.

7.* Capital structure of the company after taking into consideration the above allotment(s) of shares:

Particulars	Authorized capital of the company	Issued capital of the company	Subscribed capital	Paid up capital
Number of equity shares	350,000	280,000	280,000	280,000
Nominal amount per equity share	10	10	10	10
Total amount of equity shares	3,500,000.00	2,800,000.00	2,800,000.00	2,800,000.00
Number of preference shares	0	0	0	0
Nominal value per preference share				
Total amount of preference shares				
Unclassified shares				
Total amount of unclassified shares (in Rs.)				
Total	3,500,000.00	2,800,000.00	2,800,000.00	2,800,000.00


 Urbanscape Private Limited
 Bangalore

8.* Debt Structure of the company after taking into consideration the above allotment(s) of debentures/ other security:

Particulars	Total number of securities	Nominal value per unit of security	Total amount
Debentures	1,285	1000000	1,285,000,000
Secured loans			0
Others, specify	0	0	0

9.* Whether complete list of allottees has been enclosed as an attachment.

☒ Yes ☐ No

In case No, then submit the details of all the allottees in a CD separately.

Attachments

List of attachments

1.* List of allottees. Attach separate list for each allotment (refer instruction kit for format).If not attached, then it shall be submitted separately in a CD.

Attach

2.* Copy of Board or shareholders' resolution.

Attach

List of allottees UUPL 20181023.pdf
Board Reso Allot NCD UUPL 20181023.pdf
PAS-5 20180620.pdf

6. Complete record of private placement offers and acceptances in Form PAS-5.

Attach

Remove attachment

7. Optional attachment(s), if any.

Attach



Declaration

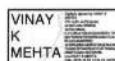
I am authorized by the Board of Directors of the Company vide resolution no * 04 dated * 23/10/2018 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that:

1. All the required attachments have been completely, correctly and legibly attached to this form.
2. The list of allottees is correct and complete as per records of the company.
3. Where the securities are issued other than cash, the contract as well as list of allottees and any other contract of sale, or a contract for services or other consideration in respect of which that allotment is made is attached herewith. If not, then an attachment has been attached by the company mentioning all the particulars of the contract in writing.

*** To be digitally signed by**

* Designation



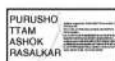
* Director identification number of the director; OR
DIN or PAN of the manager or CEO or CFO; or
Membership number of the Company Secretary

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- i. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
- ii. All the required attachments have been completely and legibly attached to this form.

*** To be digitally signed by**



- * ☐ Chartered accountant (in whole-time practice) or ☐ Cost accountant (in whole-time practice) or
☒ Company secretary (in whole-time practice)

* Whether associate or fellow ☒ Associate ☐ Fellow

* Membership number

* Certificate of practice number

Note: Attention is drawn to provisions of Section 448 of the Companies Act, 2013 which provide for punishment for false statement and certification.

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This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : H25622713

Service Request Date : 29/10/2018

Payment made into : ICICI Bank

Received From :

Name : PURUSHOTTAM ASHOK RASALKAR

Address : S-2, Apex Jyoti Apartment, 19th Cross,
Gopal Reddy Layout, 22nd Main, Shamanna Garden, J.P.Nagar 5th Phase,
BANGALORE, Karnataka
India - 560078

Entity on whose behalf money is paid

CIN: U45400KA2011PTC056888

Name : UNISHIRE URBANSCAPE PRIVATE LIMITED

Address : No.36,Railway Parallel Road
Nehru Nagar
Bangalore, Karnataka
India - 560020

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form PAS-3	Normal	500.00
Total		500.00

Mode of Payment: Internet Banking - ICICI Bank

Received Payment Rupees: Five Hundred Only

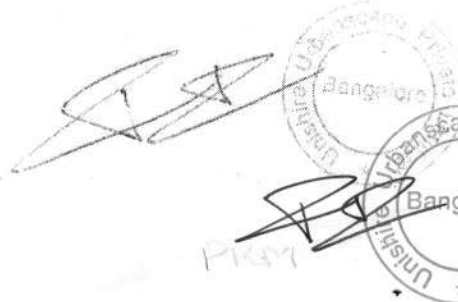
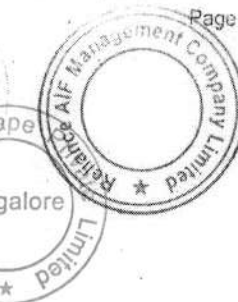
Note –The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)



WITHOUT PREJUDICE TERM SHEET

Issuance of the Without Prejudice Term Sheet shall not give rise to any binding obligation, whatsoever, on Reliance Nippon Life Asset Management Limited (RNA) including but not limiting to enter into any contract and /or for extending any financial assistance. Terms of such assistance(s) shall be at the absolute discretion of RNA and also subject to final internal approvals, due diligence by RNA and execution of the definitive documentation in favor of RNA and this Without Prejudice Term Sheet is being entered into by the Investor solely on the assurances and undertakings given by the Issuer, Promoters/Guarantors and the Co-Obligors in their request letter May 28, 2018.

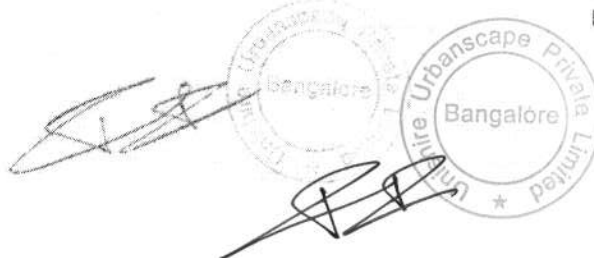
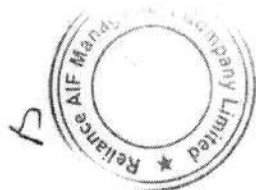
Clause	Particulars
Issuer	Unishire Urbanscape Pvt. Ltd.
Promoters / Guarantors	All the Promoters of Unishire group including 1. Mr. Kirti K. Mehta, 2. Mr. Pratik K. Mehta, 3. Mr. Vinay K. Mehta
Co-obligors	<ol style="list-style-type: none"> 1. Unishire Skyscapes LLP (holding Premia and Palazzo project) 2. Unishire Regency Park LLP (holding Xperience project) 3. Unishire Homes LLP (holding Terraza project) 4. Unishire Properties LLP (holding Verzura project) 5. Unishire Developers Pvt. Ltd. (holding Esplanade project) 6. Unishire Estates & Properties Pvt. Limited
Investor / Arrangers / Advisors	Reliance Nippon Life Asset Management Limited (RNA), in its capacity as the Portfolio Manager on behalf of its Portfolio Management Services (PMS) clients. RNA has right to nominate / assign Reliance Capital Ltd. and/or their affiliates including Reliance Yield Maximiser Alternative Investment Fund – Scheme 1
Projects (as per Promoters representation)	<ol style="list-style-type: none"> 1. Residential Apartment Project "Unishire Esplanade" on land admeasuring 1.6 acres located at off. Thanisandra Main road, Bangalore, being developed on a Joint Development basis. All approvals for the Project including Layout Approval, Environment Clearance and Building plans, from BDA & BBMP, have been received. Total Saleable area of the project is 99,986 sq ft. of which Issuer's share in the Project is 69,287 sq ft. comprising of 20 residential units. Out of Issuer's share of residential area, 10 residential units admeasuring 34,703 Sq ft has been sold and approx. Rs. ~4.89 Cr. is receivable from the sold units. 2. Residential Apartment Project "Unishire Terraza" on land admeasuring 2.84 acres located behind Manyata Tech Park, Bangalore, being developed on a Joint Development basis. All approvals for the Project including Layout Approval, Environment Clearance and Building plans, from BDA & BBMP, have been received. Total Saleable area of the project is 325,476 sq ft. of which Issuer's share in the Project is 220,057 sq ft. comprising of 124 residential units. Out of Issuer's share of residential area, 82 residential units admeasuring 142,442 Sq ft has been sold and approx. Rs. ~ 7.95Cr. is receivable from the sold units. 3. Residential Apartment Project "Unishire Palazzo" on land admeasuring 1.20 acres located off. Thanisandra Main road, Bangalore, being developed on a Joint Development basis. All approvals for the Project including Layout Approval, Environment Clearance and Building plans, from BDA & BBMP, have been received. Total Saleable area of the project is 181,388 sq ft. of which Issuer's share in the Project is 108,833 sq ft. comprising of 63 residential units. The entire project remains unsold. 4. Residential Apartment Project "Unishire Belvedere Premia" on land admeasuring 1.13 acres located off. Thanisandra Main road, Bangalore, being developed on a

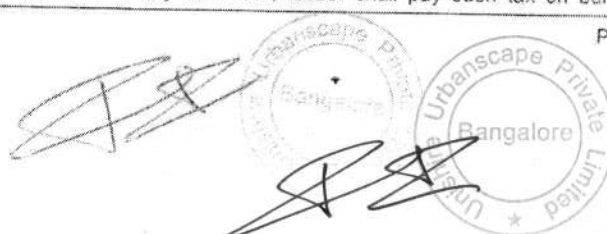
	<p>Joint Development basis. All approvals for the Project including Layout Approval, Environment Clearance and Building plans, from BDA & BBMP, have been received. Total Saleable area of the project is 158,749 sq ft. of which Issuer's share in the Project is 95,240 sq ft. comprising of 48 residential units. Out of Issuer's share of residential area, 32 residential units admeasuring 61,379Sq ft has been sold and approx. Rs. ~8.75 Cr. is receivable from the sold units.</p> <p>5. Residential Apartment Project "Unishire Xperience" on land admeasuring 3.02 acres located at Outer ring road, Bangalore, being developed on a Joint Development basis. All approvals for the Project including Layout Approval and Building plans, from BDA & BBMP, have been received. MoEF for the Project is awaited and it will be received before funding. Total Saleable area of the project is 672,387 sq ft. of which Issuer's share in the Project is 363,109 sq ft. comprising of 166 residential units. Out of Issuer's share of residential area, 12 residential units admeasuring 23,583 Sq ft has been sold and approx. Rs. ~ 13.28Cr. is receivable from the sold units.</p> <p>6. Residential Apartment Project "Unishire Verzure" on land admeasuring 1.9 acres located off. Thanisandra Main road, Bangalore, being developed on a Joint Development basis. All approvals for the Project including Layout Approval, Environment Clearance and Building plans, from BDA & BBMP, have been received. Total Saleable area of the project is 181,290 sq ft. of which Issuer's share in the Project is 108,774 sq ft. comprising of 71 residential units. Out of Issuer's share of residential area, 23 residential units admeasuring 35,243 Sq ft has been sold and approx. Rs. ~ 8.65Cr. is receivable from the sold units.</p>
Investment	Up to Rs 13.50 Crs by subscription to Senior, Secured, redeemable non convertible, unlisted debenture(s) (NCDs) in dematerialized form (face value Rs. 10,00,000/- each)
Repayment to Debenture Holders	<p>Interest & Redemption premium</p> <p>18.00% p.a. compounded monthly, payable quarterly beginning on the quarter ending 30th June, 2018, 30th September, 2018, 31st December, 2018 and 31st March 2019</p> <p>Additionally, NCD shall be redeemed along with Redemption Premium, in such a manner, that overall IRR on NCD shall be equivalent to 21.82% p.a.</p> <p>Redemption Premium shall be payable along with Principal payments for the last 2 quarterly installments.</p> <p>If there is sufficient cash flows from the Project, then the interest due can be paid with prior written approval from the Debenture Holder on the last business day of the month even before completion of the respective quarter during the tenure of the facility, without any prepayment charges.</p> <p>All the repayments from the Issuer will be on a pari-passu basis to the existing debentures outstanding issued by the Issuer.</p> <p>Cheques to be issued by the Issuer and Promoters/ Co-obligors as per Repayment schedule and one undated cheque, from the Issuer and Co-obligors. DPN from the Issuer and Co-obligors</p>
Maximum Tenure of Investment	12months from First closing date OR 31 st March 2019 whichever is earlier
Purpose of investment	Up to Rs. 13.50 Cr, by way of Non Convertible Debentures, to be used for, as follows -approx. Rs 8 Cr – For meeting project expenses of Unishire Terraza



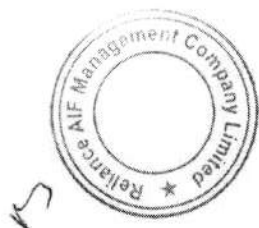
	<p>-approx. Rs. 5.50 cr – For revalidation of approvals of Unishire Xperience, Unishire Palazzo and Unishire Verzura projects and for general corporate purposes</p> <p>Investment amount shall be utilized for General Corporate Purpose:</p> <p>(i) reimbursement of cost incurred by the Promoters for registration and stamp duty of Transaction Documents</p> <p>(ii) reimbursement of cost incurred for closure of Transaction Documents</p> <p>(iii) Development of other projects of the Issuer and/or</p> <p>(iv) any other activity authorized by the Memorandum of Association of the Company and Articles of Association of the Company</p> <p>However, the issuer shall not utilize invested amount for investments in capital markets.</p> <p>[Mechanism to be detailed in Definitive Agreements]</p>
Security	<ul style="list-style-type: none"> Pari-passu Charge by way of a Registered mortgage (without possession of land/superstructure, with possession of original title agreement and in case of default, the Investor can take possession without intervention of the court) on development rights on land, Issuer's share of unsold units and Issuer's share of receivables of sold units of Projects Personal Guarantee from the Promoters Corporate Guarantee from the Issuer and Co-obligors Shared pledge of 100% shares of Issuer (shares should be in Demat form) Shared charge over 100% Partnership interest in Co-obligors Shared pledge of 100% shares of promoter holding in UEPL Special Power of Attorney pursuant to mortgage. <p>Such other security as may be required by the Investor, to meet shortfall in Loan-to-value ratio and / or as an alternate security in case of impairment of any of the security already provided.</p> <p>Cost of creating the security shall be borne by the Issuer / Co-obligors.</p> <p>Loan-to-value ratio of 2.25 to be maintained at any time during the tenure of the NCD lending, which may be reduced to 2.00, at the sole discretion of the Debenture Trustee</p> <p>Security to be released only at the time of full repayment of Debenture Outstandings.</p> <ul style="list-style-type: none"> All of the above security will be on a pari-passu basis with the existing debentures outstanding -issued by the Issuer
Mandatory Prepayment	<ul style="list-style-type: none"> All Project Receivables and inflow into the respective Project Escrow Accounts shall mandatorily to be utilized for repayment of Debentures (as per the Escrow Agreement) and/or to the development of the Projects development as per the directions of the Debenture Holders/ Debenture Trustee, subject however to the applicable RERA provisions. Issuer can make Prepayments, over and above Mandatory Prepayment and schedule payments, from Projects cash flows without any Prepayment penalty. All the Prepayments, including Mandatory Prepayment and schedule payments from Projects cash flows and/or any other sources shall be on a pari-passu basis to the existing debentures outstanding issued by the Issuer.
Cash Cover	<p>Cash Cover for Principal payment to be maintained only in case where Principal Payment is falling due within next 1 quarter.</p> <p>Cash cover for interest payment shall be maintained only for the amount falling due during</p>



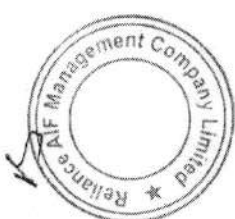
	the next quarter. Also, there is an option to pay interest on monthly basis and in such scenario, Cash cover would be required to be maintained for the balance months (1 or 2) in the respective quarters.
First tranche Conditions Precedent (Indicative and to be detailed in Definitive Agreements)	<ul style="list-style-type: none"> To be detailed in the Transaction Documents
Conditions Subsequent (Indicative and to be detailed in Definitive Agreements)	<ul style="list-style-type: none"> To be detailed in the Transaction Documents
Key Covenants (Indicative and to be detailed in Definitive Agreements)	<ul style="list-style-type: none"> All obligations of the Promoters, Issuer, Co-obligors and Guarantors hereof, would be on joint & several basis Promoters not to dilute its stake in the Issuer and Issuer not to dilute its stake in Co-obligors till investment is repaid in full To provide progress reports containing details of progress in construction, on a monthly basis Right to appoint nominee director / nominee partner with affirmative rights on key matters of the Projects / Company. To provide on line view access of the escrow account and to provide copy of escrow account for the Projects, within 7 days of end of every month Issuer will provide TDS certificates for TDS done on a quarterly basis, within 30 days of end of each quarter Issuer / Co-obligors to provide monthly data on the sales status of the Projects with details of area sold, buyer, price at which transaction has been undertaken, etc., amounts collected, Right to assign/ transfer/ sell down the Investment without any approval from or intimation requirement to the Issuer / Co-obligors Non-compete clause to be discussed and elaborated in the Definitive Agreement No further debt to be taken by Issuer / Co-obligors on the Projects without the consent of Investor. In case of any proceedings against Issuer and / or Co-obligors by any government agency or government ministry or court, and such proceedings culminating in a decision against the Issuer and / or Co-obligors, which in the sole opinion of the Investor is of a serious nature and detrimental to its interest, Investor will have the right to seek mandatory prepayment of the Investment in whole. Issuer shall be liable to carry out the valuation on half yearly basis by an independent valuer, to the satisfaction of Investor. Issuer shall be liable to disclose various risks relating to leverage, realization, reputation, strategic risk, extra-financial risk, including environmental, social, corporate governance risk to the Investor. If there is any interest tax levied by the Government of India or any other authority under the Interest Act, 1974 or any other law, Issuer shall pay such tax on behalf of the



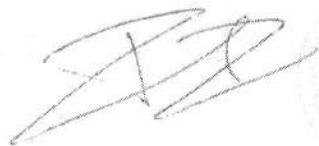
	<p>Investor</p> <ul style="list-style-type: none"> Take prior approval of Investors for following: <ul style="list-style-type: none"> Merge, de-merge with or into or acquire any other entity ; Transfer full or part of the rights of the Issuer and / or Co-obligors accruing from the Projects to any other entity For raising any further debt beyond a threshold level (to be provided in the Definitive Agreement) / equity Liquidate or dissolve any petition for voluntary winding-up, reorganization proceeding under section 391 to 394 of the Act Amend its Memorandum and Articles of Association in any manner which will adversely affect the Projects and/or the interest of the Investor Other covenants to be further detailed in the Transaction Documents
Additional Interest	<p>Without prejudice to any other rights and remedies available to Investors pursuant to the terms of Transaction Documents, if any of the Automatic Trigger Event (defined below) occurs (irrespective of whether the Investor has or has not called any Event of Default) the Issuer shall be liable to pay additional interest which will be 2% per month higher than applicable Interest Rate on the entire outstanding amounts under the investment whether the same has become due or not (the "Additional Interest").</p> <p>Additional Interest shall be payable from the date of occurrence of the Automatic Trigger Events and/or from date of occurrence of any Event of Default and will be applicable till the date the Automatic Trigger Event or Event of Default is cured to the satisfaction of the Investor (the "Additional Interest Period").</p> <p>"Automatic Trigger Event" shall include the following:-</p> <ul style="list-style-type: none"> failure to pay amount when due failure to create security within stipulated timelines borrowing beyond limits permitted under transaction documents any deviation in operation of the Escrow Account If required Cash Cover is not reinstated / replenished in time failure to pay TDS on interest on a quarterly basis and file TDS return within time limits under Income Act or rules there under <p>(Above Automatic Trigger Event is indicative and would be detailed in Definitive Agreements)</p> <p>"Event of Default" is as defined in this "Indicative Term sheet".</p> <p>The Issuer shall irrevocably agree and confirm that the Investor shall not be required to give any notice or intimation before charging any Additional Interest on occurrence of the Automatic Trigger Events, irrespective of whether the Investor has or has not called any Event of Default.</p>
Event of Default (Indicative and would be fully defined in the Transaction documents)	<p>Breach of covenants by Issuer and/or Co-obligors and/or Promoters and other such conditions customary for Investment of this nature, including: -</p> <ul style="list-style-type: none"> Automatic Trigger Events Defect in Security /Title of the Projects Dispute with the land owner for any of the Projects Non-payment of principal or interest on pre-agreed dates




	<ul style="list-style-type: none"> • Non-maintenance of Security Cover • Sales schedule is not met • Default on any secured obligation by Issuer / Co-obligors or Promoter Group company • Cross-default on any other group loan will be treated as an EOD. • Draw down of Cash cover and failure to reinstate the same within 5 days thereof • Any instance of Issuer's and / or Co-obligors' share of cash flows from Projects not being routed through the Escrow Account • Insolvency, liquidation, suspension of payment of debts, winding up, illegality, cessation of business by the Issuer/Guarantors/ Co-obligors; • Bankruptcy, CDR proceedings filed with respect to the Issuer /Guarantors/ Co-obligors • Breach of representation, warranty or covenant under the Documentation; • Cross Default (Means in respect of loan availed by the Issuer or Co-obligors or any of its Group Company from Investor/s or its Group Company) • Illegality, cessation of business of the Issuer / Co-obligors • Any risk/threat to Security or any dilution in security • Breach of any of the terms of the Transaction Documents by the Issuer or Co-obligors or Guarantors • Change in control of the Issuer / Co-obligors without prior approval • Any instance of Projects cash flows not being routed through the Escrow Account • Any such event elaborated in the documents as regards compliance submissions etc. • Any related-party transactions affecting the rights of the Investor adversely; or • Issuer / Co-obligors not maintaining Business Plan as covenanted
Consequences of Event of Default (Indicative and would be fully defined in the Transaction documents)	<p>The consequences of Event of Default will include but not be limited to the following:</p> <ul style="list-style-type: none"> • Enforcement of Security and any other recourse under law against Issuer, Co-obligors and Promoters. • Investors will have the right to replace and/or appoint majority directors on board of Issuer with affirmative rights on all matters of the Issuer and the management rights of the Promoters to cease in the Issuer and investor to step in the place of the Promoters and other shareholders of the Issuer. • Right to replace all shareholder of the Issuer and partners of Co-obligors • Right to sell without any restrictions and/or right to purchase at highly discounted price under Purchase Option Agreement (Such price to be discussed and agreed at the time of documentation) • Right to appoint Selling & Marketing agent at the Cost of the Issuer / Co-obligors • Right to replace Statutory Auditor of the Issuer / Co-obligors • 100% of inflows into Escrow Account to come to Investors. • Promoters would not withdraw funds from the Issuer / Co-obligors, by buyback of shares, dividend payment or in any other manner till the repayment of investor. • Allow Investors to undertake sale/divestment of any of the projects • To be further detailed in the Transaction Documents
Documentation	<ul style="list-style-type: none"> • Information Memorandum



	<ul style="list-style-type: none"> • Security Documents including Debenture Trust Deed. • Unconditional and irrevocable personal guarantee of Promoters, Corporate Guarantee of Issuer and Guarantee of Co-obligors. • Post dated cheques as per the Repayment Schedule and one undated cheque, Demand Promissory Notes. • Any other documents specified by the Investor.
Representations and Warranties (Indicative and would be fully defined in the Transaction documents)	<p>Standard representations & warranties for financings of this nature include the following:</p> <ul style="list-style-type: none"> • Completeness and accuracy of financial statements and all other information furnished; • Full disclosure and no misleading information; • All required approvals related to the Projects have been or will be obtained by the Borrower • No defaults under other agreements by any of the parties related to the transaction; • No events of default in subsistence by any of the parties related to the transaction; • No material violation of law or material agreements by any of the parties related to the transaction; • Compliance with laws and regulations and there is no conflict with any other obligations, except as disclosed by the borrower; • Compliance with taxation laws in all material respects, except as disclosed by the borrower • To be further detailed in Transaction Documents
Indemnification	Promoters to Indemnify and keep the Investor indemnified against any liability, loss, expense whatsoever, at any stage during the transaction
Default Interest	<p>In case of any default, default interest shall be levied on entire Outstanding Facility Amount due to the Investors under the Facility at a rate of 2% per month over and above the agreed return on the entire outstanding amount.</p> <p>This default interest will be levied from the date of default to the date of cure of any such default.</p>
Transaction Expenses	Relevant taxes, duties, levies, Due diligence, rating & listing costs are to be borne by the Issuer / Co-obligors. Title, limited Legal, Technical, Financial Due diligence, rating, listing and Investment documentation cost would be borne by the Issuer / Promoters
Validity & Exclusivity	Ull 30 th May, 2018
Governing Law	To be governed by laws of India and courts of Bangalore and Mumbai to have non-exclusive jurisdiction, at the discretion of Investors.







30/05/2018