

Broad Terms

S. No.	HEADS	DESCRIPTION
1.	Issuer	Noida Marketing Private Limited ("Issuer"), ((CIN) U51109DL2000PTC106074 having registered office at Parsvnath Tower Near Shahdara Metro Station, Shahdara Delhi East Delhi DI 110032
2.	Security Provider/Obligor	Parsvnath Developers Ltd,
3.	Investors/Subscribers	Indiabulls Dual Advantage Real Asset Fund ("IBDARA"), a trust settled in accordance with the Indian Trusts Act, 1882 and registered under the Securities and Exchange Board of India Act (Alternative Investment Funds) Regulations, 2012 as a category II alternative investment fund, acting through its Investment Manager, Indiabulls Asset Management Company Limited, having its registered office at M-62 & 63, 1 <sup>st</sup> Floor, Connaught Place, New Delhi - 110001 and corporate office at Indiabulls Finance Centre Tower-1, 11 <sup>th</sup> Floor, Senapati Bapat Marg, Elphinstone West, Mumbai - 400013
4.	Party or Parties	The Investors and the Issuer will individually be referred to as 'Party' and collectively the 'Parties'
5.	Promoter(s)	Parsvnath Group, Mr. Pradeep Jain
6.	Type of Instrument	Fully Secured Redeemable Non Convertible Debentures
7.	Tenor / Redemption Date	Bullet repayment at end of 3 years at such a premium which shall give Investor an IRR of 16.00% per annum compounded quarterly on its investment
8.	Coupon	Nil
9.	Use of the issue amount	The amounts raised from the issue of debentures will be utilized for for general corporate purpose
10.	Issue Size	<p>The Issuer will issue upto 1,000 fully Secured, Redeemable, Non Convertible debentures, which will be rupee denominated with par value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) and will be issued through private placement basis to the Investor on the Allotment Date ("Debentures").</p> <p>The Issuer will offer subscription of Debentures for a total amount aggregating INR 100,00,00,000/- (Indian Rupees One Hundred Crores only) as denominated above ("Issue Amount") in a multiple tranche.</p> <p>The Issue shall be subscribed by Investor at the discretion of its investment manager.</p> <p>The debentures will be issued in individual co-terminus series, each debenture having par value of INR 10,00,000/- (Indian Rupees Ten lakhs only) to the extent of the disbursement to Issuer based on various conditions precedent, conditions subsequent, outlined in the Definitive Agreements.</p>
11.	Issuance and Trading mode of the instrument	Debentures shall be issued in dematerialised form (Issue on private placement basis) and shall be unlisted.
12.	Disbursement	The Issue Amount by Investor will be disbursed into the Designated Account on fulfilment of Condition Precedent conditions as mentioned.
13.	Security	<p>The Debenture outstanding shall be secured by the following security (collectively "Security") in favour of the Debenture Trustee for the benefit of the Investor in the following manner:</p> <p>(a) First ranking pari passu charge on all rights, title, interest, claim, proposed FAR (both present and future); Built up Area</p>

For NOIDA MARKETING PVT. LTD.

*Raman Elayath P.V.*  
Director/Authorised Signatory

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For Beacon Trusteeship Limited

*B.H.*  
Authorised Signatory

		<p>on piece of parcel of property bearing Plot No.1-A and plot No.1-B admeasuring 660 Sq. mtrs each situated at Block K, Sector-18, Noida, District Gautam Buddh Nagar, Uttar Pradesh, India</p> <p>(b)</p> <p>(c) Creation of Escrow Account for the hypothecation of receivables (sold/unsold, rented/to be rented both) with a first charge in favour of the Debenture Trustee (to be operated as discussed hereinafter) wherein all cash flows from the security shall be deposited;</p> <p>(d) The Issuer will also maintain a debenture redemption reserve account pursuant to prevailing Companies Act/ applicable law; and</p> <p>(e) 100% share pledge of the Issuer</p> <p>(f) Corporate Guarantee of Parsvnath Developers Ltd</p> <p>(g) Personal Guarantees of Promoters Mr. Pradeep Jain</p> <p>(h) Any other security as per mutual discussion.</p>
14.	<b>Escrow Account for the Identified Security</b>	<p>Entire cash flow from the security shall be deposited in designated escrow account ("<b>Escrow Account</b>").</p> <p>The Debenture Trustee shall have first exclusive charge on the cash flows of the security.</p> <p>The Escrow Account shall be operated by the Investor and the Issuer in a manner more specifically provided for in the Definitive Agreements.</p>
15.	<b>Proposed Trustee</b>	<p>Beacon Trusteeship Ltd as mutually decided between the Parties (referred to as "<b>Debenture Trustee</b>"). The cost and expense for the appointment and any ongoing fees of the Debenture Trustee shall be borne by the Issuer.</p>
16.	<b>Scheduled Redemption</b>	<p>Subject to the provisions of Clause 14 (<i>Escrow Account</i>) the Issuer will be required to repay the principal amount as per repayment schedule described in Clause 6 and in accordance with the manner provided for in the Definitive Agreements.</p> <p>For avoidance of doubt, it is clarified that the Debentures will not be deemed to be redeemed by the Issuer until the Repayment Amount, as specified under the Definitive Agreements, is received by the Investor, to its satisfaction.</p>
17.	<b>Repayment Amount</b>	<p>The Repayment Amount will include (a) the Issue Amount; (b) and redemption premium.</p>
18.	<b>Mandatory Redemption</b>	<p>The Issuer will mandatorily redeem all outstanding Debentures in full, by payment of the Repayment Amount on all such outstanding Debentures, on the date falling on the Redemption Date.</p> <p>If the Issuer fails to redeem any Debentures on redemption, the Trustee will have such rights as set forth in the Definitive Agreements.</p>

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