YAGNIK M. MANGROLA
(Advocate)

Celler, Matruchhaya Complex
Opp. Metro Train Bridge
Pillor No.78, Nr. Rabari
Colony, Vastral Road,
Amraiwadi, Ahmedabad.
Mo.No.9925773601

Date : 08/04/2019

WHOM SO EVER IT MAY CONCERN

Sub - No Encumbrance Certificate

SHREE RADHE KRISHNA HERITAGE - 2

Property Detail	:	Survey No.1225, Town Planning Scheme No.113, Final Plot No.179 Mouje : Vastral, Taluka : Vatva, District : Ahmedabad
Owner Detail	:	Shyam Infratech

I hereby certify as per the legal documents and revenure records that Shyam Infratech, A Partnership Firm is the owner of the above land and I have found encumbrance on the above land details for the encumbrance is as under.

Bank Name : Capri Global Capital Limited

Loan Amount : 10,00,00,000,/-

Note : This Certificate is given on the basis of our Title Search Report.

YAGNIKKUMAR M. MANGROLA
ADVOCATE

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

-2 MAY 2019

ગુજરાત गुजरात GUJARAT

BU 683653

નંબર: 3335 રૂ. 100
તારીખ: 2 માહે 4 સને ૨૦૧૯
નામ:
ઠેકાણું:
પટેલ દિનેશકુમાર તળશીભાઈ
લા.નંબર:- એસ. બી. ૪૦૮/૪...
માતૃછાયા કોમ્પ્લેક્ષ, અમરાઈવાડી,
અમદાવાદ ના સણંદી
લેનાર ની સહીx

NOTARIAL NOTARIAL NOTARIAL NOTARIAL

NOTARY ILABEN R. PATEL AHMEDABAD DISTRICT OF GUJARAT STATE REGD. No. NTR/507/02 GOVT. OF GUJARAT (INDIA)

S.R. No. 74 2019

ILABEN R. PATEL
NOTARY
GOVT. OF GUJARAT
(INDIA)
- 2 MAY 2019

NOTARY ILABEN R. PATEL AHMEDABAD DISTRICT OF GUJARAT STATE REGD. No. NTR/507/02 GOVT. OF GUJARAT (INDIA)

FORM 'B'

(See rule 3 (4))

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. **SHYAM INFRATECH Partner Shri Govindbhai Madhubhai Pipaliya** promoter /duly authorized by the promoter of **SHREE RADHE KRISHNA HARITAGE-2**, vide its/his/her/their authorization dated **11-06-2018**.

I/We, **SHYAM INFRATECH Partner Shri Govindbhai Madhubhai Pipaliya** promoter/duly authorized by the promoter of **SHREE RADHE KRISHNA HARITAGE-2** do hereby solemnly declare, undertake and state as under that;

1. I/we have a legal title to the land on which the development of **SHREE RADHE KRISHNA HARITAGE-2** is proposed;

2. The promoter has obtained Term Loan from **CAPRI GLOBAL CAPITAL LIMITED** for Rs. 10,00,00,000/- (Rupees Ten Crore only). Sanctioned date is 29-06-2018.

3. The time period within which the project shall be completed by me/us is **30-09-2022**.

4. Seventy per cent of the amounts realised by me/us for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. The amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

6. The amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

7. I/we shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. I/we shall take all the pending approvals on time, from the competent authorities.

9. I/we have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

For, SHYAM INFRATECH

PARTNER

Deponent

(Shri Govindbhai Madhubhai Pipaliya)

Verification

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

Verify by me at AHMEDABAD on this - 2 day of MAY, 2019

For, SHYAM INFRATECH

PARTNER

Deponent

(Shri Govindbhai Madhubhai Pipaliya)

NOTARY
ILABEN R. PATEL
AHMEDABAD DIST.
OF GUJARAT STATE
REGD. NO.
NTR 507/02
GOVT. OF GUJARAT (INDIA)

EXECUTANT/PARTIES.
SIGNED BEFORE ME
ILABEN R. PATEL
NOTARY
GOVT. OF GUJARAT
(INDIA)
- 2 MAY 2019

June 29, 2018

M/s Shyam Infratech

S. No. 1225, T.P.S. No.113, F.P. No. 179, Shree Radhekrishna Heritage-2,

Nr. Madhavraj Bunglows, S.P. Ring Road, Vastral, Ahmedabad-382418

Kind Attn: Mr. Ashishbhai Vinubhai Patel, Vipulbhai V Sangani, Amit Talaviya, Ghanshyambhai Ukabhai Gajera, Dipakbhai Madhubhai Patel, Ganpat L Vaghasia, Vimalkumar Babulal Dhami, Govindbhai Madhubhai Pipaliya, Madhubhai K Patel (Pipaliya) & Akash Dilipbhai Patel

Dear Sirs,

Loan Offer Letter

With reference to your application dated June 1, 2018, we are pleased to inform you that our competent authorities have sanctioned a term loan of Rs. 10,00,00,000/- (Rupees Ten Crores Only) in your favour on the terms and conditions as set out in the Annexure to this letter.

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

Please also arrange to complete the security documentation formalities and other pre-disbursement compliances as mentioned in this letter to enable us to make the limits operative at the earliest.

Thanking you and assuring you of our best services at all times.

Yours sincerely,

For Capri Global Capital Limited

Authorized Signatory

Date: June 29, 2018 29/6/18

We agree to the terms of this offer letter,

M/s. Shyam Infratech	Mr. Ashish Vinubhai Patel	Mr. Vipulbhai V Sangani	Mr. Amit Talaviya	Mr. Ghanshyambhai Ukabhai Gajera
Borrower	Co-Borrower & Partner	Co-Borrower & Partner	Co-Borrower & Partner	Co-Borrower & Partner

Mr. Dipakbhai Madhubhai Patel	Mr. Ganpat L Vaghasia	Mr. Vimalkumar Babulal Dhami	Mr. Govindbhai Madhubhai Pipaliya	Mr. Madhubhai K Patel	Mr. Akash Dilipbhai Patel through his POA Mr. Dilipbhao Patel
Co-Borrower & Partner	Co-Borrower & Partner	Co-Borrower & Partner	Co-Borrower & Partner	Co-Borrower & Partner	Co-Borrower & Partner

Annexure - Terms & Conditions

<table>
<tr><th>Particulars</th><th>Terms & Conditions</th></tr>
<tr><td>Borrower</td><td>Shyam Infratech, a partnership firm

Registration No. – GUJSR203855
GST Number: 24ADNFS6404L1ZQ</td></tr>
<tr><td>Partners</td><td>
<table>
<tr><th>Sr.no.</th><th>Partners</th></tr>
<tr><td>1.</td><td>Ashishbhai Vinubhai Patel</td></tr>
<tr><td>2.</td><td>Vipulbhai V Sangani</td></tr>
<tr><td>3.</td><td>Amit P Talaviya</td></tr>
<tr><td>4.</td><td>Ghanshyambhai Gajera</td></tr>
<tr><td>5.</td><td>Dipakbhai Madhubhai Patel</td></tr>
<tr><td>6.</td><td>Ganpat Lakhmanbhai Vaghasia</td></tr>
<tr><td>7.</td><td>Vimalkumar Babulal Dhami</td></tr>
<tr><td>8.</td><td>Govind Madhubhai Pipaliya</td></tr>
<tr><td>9.</td><td>Madhubhai Karmsibhai Patel (Pipaliya)</td></tr>
<tr><td>10.</td><td>Akash Dilipbhai Patel</td></tr>
</table>
</td></tr>
<tr><td>Co-Borrowers</td><td>Co-Borrower 1: Mr. Ashish Patel
Co-Borrower 2: Mr. Vipulbhai Sangani
Co-Borrower 3: Mr. Amit Talaviya
Co-Borrower 4: Mr. Ghanshyambhai Gajera
Co-Borrower 5: Mr. Dipakbhai Madhubhai Patel
Co-Borrower 6: Mr. Ganpat L Vaghasia
Co-Borrower 7: Mr. Vimalkumar Babulal Dhami
Co-Borrower 8: Mr. Govindbhai Madhubhai Pipliya
Co-Borrower 9: Mr. Madhubhai Karamshibhai Pipalia
Co-Borrower 10: Mr. Akash Dilipbhai Patel</td></tr>
<tr><td>Lender</td><td>Capri Global Capital Limited (CGCL)</td></tr>
<tr><td>Project Land</td><td>All that NA land bearing Survey no. 1225, Final Plot no.179 of TP no.113 admeasuring 4370 Sq. mtr. situated at Mouje Vastral in the Taluka Vatva District Ahmedabad being owned by M/s Shyam Infratech wherein consideration of Rs. 5.07 Crs is paid till 31.05.2018 and balance Rs. 2.87 Crs is proposed to be paid through the 1st tranche of the proposed loan.

Bounded By:
East: 15 Mtrs Road West: F.P.No.141
North: F.P.no.140 South: F.P.no.217.</td></tr>
<tr><td>Project</td><td>Residential cum commercial project titled "Shree Radhe Krishna Heritage-2" being developed by the Borrower, on Project Land consisting of 8 Towers having a minimum aggregate saleable area of about 221,508 sq. ft. (224 residential units)

<table>
<tr><th>Particulars</th><th>Structure</th><th>Type</th><th>Total No of Units</th><th>Saleable Area In sq ft</th></tr>
<tr><td>Block A</td><td>P + 7</td><td>1 BHK</td><td>28</td><td>23,184</td></tr>
<tr><td>Block B</td><td>P + 7</td><td>1 BHK</td><td>28</td><td>23,184</td></tr>
<tr><td>Block C</td><td>P + 7</td><td>1 BHK</td><td>28</td><td>23,184</td></tr>
<tr><td>Block D</td><td>P + 7</td><td>2 BHK</td><td>28</td><td>31,752</td></tr>
<tr><td>Block E</td><td>P + 7</td><td>2 BHK</td><td>28</td><td>31,752</td></tr>
<tr><td>Block F</td><td>P + 7</td><td>2 BHK</td><td>28</td><td>29,484</td></tr>
</table>
</td></tr>
</table>

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	Block G	P + 7	2 BHK	28	29,484
	Block H	P + 7	2 BHK	28	29,484
	Total Residential Units			224	2,21,508
	All approvals are received. Have applied for RERA registration.				
Facility Type	Term Loan				
Facility Amount	Rs.10.00 Crs (Rupees Ten Crores only);				
Interest Rate	14.50% p.a. to be charged and compounded on monthly basis and payable monthly The rate of interest may be reviewed annually and may be converted into floating rate linked to the benchmark rate adopted by the lender from such review date.				
Processing Fees	1.00% (plus applicable taxes) of both the Facility Amount, which is payable in the following manner: i. Upfront commitment fees of Rs. 5 lakhs + applicable taxes; ii. Balance on issuance of sanction letter + applicable taxes;				
Penal Interest	• Any interest / principal being over-due, after a cure period of 2 business days, will attract penal interest of 6% p.a. over and above the regular interest rate on the amount due for the period of delay. • In case the delay extends beyond 60 days then the penal interest shall be levied at 6.00 % p. a. over and above the regular interest rate on the entire facility amount outstanding for the period of delay. • Any other default under the facility documents shall attract a penal interest of 6% p.a. over and above the regular interest rate on the entire facility amount outstanding, after a cure period of 7 business days				
Tenor & Moratorium	48 months from the date of first disbursement including principal moratorium of 24 months				
Purpose	Rs. 10.00 Crs to be utilized as under • Rs. 2.87 crore shall be utilized towards part land acquisition cost, • Rs. 40 Lakhs towards creation of DSRA in undisbursed form and • Rs. 6.73 Crs to be utilized for construction and development cost of the Project, to be disbursed in multiple tranches				
Disbursement	Drawdown I: Sum of maximum to the extent of Rs. 3.37 Crs shall be available to the borrower, of which Rs. 2.87 Crs shall be disbursed, towards balance land acquisition cost, subject to confirmation on payment of balance consideration towards the land by the borrower to the land owner, Rs. 10.00 Lakhs towards project related expenses and mobilization advance and Rs. 40 lacs for creation of DSRA in undisbursed form. • Drawdown II: Sum of maximum to the extent of Rs. 6.63 Crs shall be available to the borrower towards construction and development cost of the Project, to be disbursed in multiple tranches on receipt of RERA registration for the project.				
Availability Period	Drawdown I: Up to 15 days from the date of execution of facility documents. • Drawdown II: Up to 24 months from the date of execution of facility documents.				

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Repayment	Repayment in 24 monthly installments starting from the end of the 25th month from the date of first disbursement a. Date-wise repayment schedule shall be defined in the facility documents.
Key Covenants & Special Conditions	• All the receivables of the Project shall be deposited in escrow account. These receivables shall form part of hypothecation and collections shall be escrowed; post which, sweep rules shall be applied as detailed under escrow mechanism. • The promoters shall infuse equity in case of any shortfall and ensure completion of construction of the project.
Security	• First and exclusive charge by way of registered mortgage over the Project Land owned by the Borrower along with all the rights, title and all interest on the Project Land including charge on all present and future structures there upon i.e. unsold units of the Project including any further potential on the project land along with area arising in the form of TDR, FSI or otherwise; • First and exclusive charge by way of hypothecation over all the present and future cash flows of the Project. • DSRA as per DSRA clause • Assignment of insurance policies of the adequate value for the Project in favor of lender
Security Cover	• Physical Security cover shall be equivalent to a minimum 2 times of the outstanding amount plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of mortgage of the Project as stipulated in the Security Clause above. • Cash flow cover equivalent to a minimum 2.00 times of the outstanding amount plus interest payable thereon shall be maintained always during the currency of the facility in the form of hypothecation of all the present and future receivables from the Project as stipulated in the Security Clause above. • Upon the security cover falling below stipulated levels as above at any point in time during the currency of the facility, the Borrower / Promoters shall within 15 (fifteen) business days create additional security acceptable to the Lender or make part prepayment of the Loan to bring the security cover to the required levels. • Valuation shall be obtained by the Lender from its empanelled / appointed valuer prior to the disbursement. • For sale of any flat unit / area in the Project, the Borrower shall obtain a prior written consent from the Lender.
Legal Charges	• All expenses towards documentation, legal, technical evaluations / due diligence, execution of facility documents, stamp duties, registration, etc. related to the proposed facility shall be borne by the Borrower on actual basis.
Pre Disbursement Conditions	The following condition needs to be complied before seeking disbursement of the facility under Drawdown I. The same are indicative and shall be more clearly defined in the Facility Documents: • Submission of registration number / registered partnership deed; • Execution of the Facility Documents; • Execution of Escrow Agreements and submission of all the documents required for opening of Escrow Account for routing all the receivables from the Project through the Designated Escrow Account with the escrow bank

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	• Execution and registration of Indenture of Mortgage of Project Land between Borrower and the Lender. • Submission of proof supporting payment made towards land acquisition. • Submission of 7 undated "Not Exceeding" cheques from Borrower (2 for monthly EMI, 2 for quarterly EMI, 1 for half yearly EMI, 1 for yearly EMI and 1 blank) and 3 cheques from Co-Borrowers; • Payment of Processing fees; • Submission of copies of all the approvals / Plans/ clearances / NOCs received from the authorities for the entire Project. • Disclosures for Borrowers, Co-Borrowers, Guarantors pertaining to borrowings, guarantees, litigations, etc; • Certificate from statutory auditor mentioning all the list of bank account being operated by the Borrower along with its current status • Satisfactory Legal and Technical opinions / reports for the Project Land stipulated in the security clause above by lawyer/ valuer appointed by the Lender; • Submission of certified CA statement for the sales done till date, amount collected, balance receivable, cost incurred and means of finance for Project • Submission of statement for the sales done, amount collected, balance receivable, balance project cost and unsold inventory for the Project; • Submission of audited balance sheet for the Borrower for last 3 financial years and Provisional Balance Sheet for FY 2017-18; • Detailed Business plan including the Cash flows, highlighting construction schedule, sales plan, cash inflows and outflows till date and cash inflows and outflows for the period till project completion; • Submission of all KYC documents of the Borrower, Partners and all the guarantors along with their latest net worth statement to the satisfaction of Lender; • Profit sharing ratio and List of Partners as on date on the letterhead of the Borrower; • Submission of last 3 years ITRs of the Co-Borrowers; • Submission of list of unsecured loans of the Borrower; • Disbursement request along with cancelled cheque of the account in which disbursement is requested; • Creation of DSRA as prescribed in the DSRA clause below; • Satisfactory conduct / opinion report from the exiting lenders; • Fulfillment of Security Cover as stipulated above; and • Submission of such additional information as required by the Lender. Following conditions shall have to be complied prior to availing of Drawdown II. • Registration of project under RERA • Opening of Escrow Account, Master Collection Account & RERA Account. • CA certificate, to the satisfaction of the Lender, for end-utilization of the proceeds previously disbursed under the Facility; • Satisfactory conduct of the Borrower and satisfactory performance of the account in the books of the lender; • Achievement of construction linked milestones for each installment as detailed in the Facility Documents • Satisfactory progress of the Project in terms of construction, sales and collections • No event of default shall have occurred till date under the facility;

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	• Update on the progress of the Project in terms of sales, collections, cost incurred and cost to be incurred; and • Certificate from the architect stating status of the Project. • Fulfillment of Security Cover as stipulated above
Post-Disbursement	• **The following condition needs to be complied after seeking disbursement of the facility. The same are indicative and shall be more clearly defined in the Facility Documents:** • Opening of Escrow account within a period of 30 days from the date of first disbursement. • Registration of the project under RERA within 30 days of receipt of all approvals for entire project. • Borrower to ensure that all the receipts from the Project are deposited in the RERA Master Collection Account from where 70% funds shall be transferred to RERA Retention Account and balance 30% in DEA. Further, all the funds from the RERA Retention Account shall have to be deposited in DEA upon meeting the RERA requirement for release of funds from the RERA Retention Account; • End-Use Certificate for each tranche / instalment within a period of 30 days from the date of respective disbursement; • Certificate from the statutory auditor on half yearly basis certifying that all the project receivables are routed through the Designated Escrow account only and any discrepancy to this should be highlighted in the Certificate • Display in conspicuous part at the Project site and in all its marketing media, a notice, clearly indicating that the Project is mortgaged to CGCL within a period of 30 days from date of first disbursement • Assignment of Insurances policies taken/to be taken for the Project charged to the Lender in favour of the Lender within a period of 30 days from the date of first disbursement; • Lender may at its discretion, appoint Internal auditor / Project monitoring agency for conducting quarterly audit of sales, collections and cost incurred pertaining to the Project and the cost of the same shall be borne by the Borrower; • Meeting of construction, sales & collections milestone as envisaged in the Business Plan; • Submission of monthly statement along with declaration/certificate from the Borrower for the sales done, amount collected, balance receivable and unsold inventory for the Project by 7th of the next month; • Submission of monthly cash flow for the Project by 7th of the next month; • Quarterly presentation by the Promoters to Lender on progress of the project with respect to sales, collections, marketing plans, future action plan and any other matters as the Lender may specify; and Other conditions including submission of MIS shall be detailed on the definitive agreements..
Escrow Mechanism and Sweep Repayment	• All the cash flows from the Project shall be routed through separate Master Escrow Account ("MEA") to be opened with the Escrow Bank approved by the Lender from which 70% amount shall be appropriated in RERA Escrow Account and balance 30% in Designated Escrow Account (DEA). All amounts withdrawn from RERA Escrow Account as per provisions of RERA Act, 2016 shall be deposited in Designated Escrow Account. From Designated Escrow Account, the following appropriations shall be made. • 25% (**"Sweep Repayment 1"**) of the sales receivables collected in DEA till Sep-20 or collections of Rs. 14.32 Crs. whichever is earlier, 50% (**"Sweep Repayment 2"**) thereafter

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	Facility shall be utilised to repay / prepay / service Lender Facility. In case of prepayment due to such sweep, no prepayment penalty would be levied. • The Escrow Agent shall transfer to the Lender such percentage, as per the above mentioned Sweep Ratio, of all the collections coming into the DEA on a daily basis and the same will be appropriated by the Lender firstly towards payment of interest due and secondly towards repayment and lastly for prepayment of Facility. • In case the cash flows are not sufficient towards fully meeting repayment / servicing of the Facility, the Borrower shall within 2 business days, infuse funds to meet such shortfall. • All the prepayment from Sweep Repayment shall be adjusted towards the following instalments falling due as per the Repayment Schedule. • No prepayment penalty would be levied in case of such Sweep Repayment. • In case of any amounts being overdue / event of defaults/ irregularity/ non- compliance of any terms of the Facility, the Lender shall have the right to use 100% of the cash flows coming into/ remaining in the Designated Escrow Accounts towards repayment / prepayment / servicing of its facility.
DSRA	• DSRA to be maintained in the undisbursed form for an amount equivalent to Rs. 0.40 Crs out of the sanctioned limits. However, if there is any change in internal policies or norms of CGCL which mandates creation of DSRA in the form of FD, then the undisbursed DSRA amount would be disbursed to create an DSRA in the form of FD • Any shortfall in scheduled interest/principal obligation would be adjusted by way of depletion of DSRA. • DSRA if depleted to be topped up to full amount out of the Promoters'/Directors' own cash flow or from the developer's portion of sweep from the Project cash-flows in the form of fixed deposits within a period of 15 days from such depletion.
Prepayment Penalty	• No prepayment penalty shall be charged on any prepayment from the cash flows of the Projects. • Notwithstanding anything contained herein above, in case if the prepayment is done within a period of 12 months from the date of first disbursement, from sources other than project cash flows, the borrower is liable to pay Prepayment Penalty of 4% p.a. on the amount prepaid to be calculated on balance tenor of such amount and shall be payable at the time of prepayment. • Any prepayments, from sources other than project cash flows, after 12 months from the date of first disbursement shall attract a prepayment penalty at the rate of 2% p.a.
NOCs / Covenants	The following NOCs / Covenants are indicative and shall be more clearly defined in the Facility Documents: • All the present and future receivables from sales / rentals from collateral security offered by the Borrower, to be deposited in a designated escrow account. • All NOCs/approvals required for creation of security shall be obtained by the Borrower. • All the permissions, licenses and approvals necessary for development / construction of the Project and the same should continue to be valid and subsisting during the currency of the Facility. • The Borrower shall not create any further charge on the assets /receivables /unsold stock /land etc. of the Project offered as security for Facility in favour of any other Lender / financial institutions without prior written consent of Lender.

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	• The Borrower shall not sell any flat/ unit in charged security without prior written consent of Lender and undertake that all the collection from any sale shall be deposited only in the DEA charged to Lender. • The Borrower shall not raise any fresh secured / unsecured / mezzanine / debt against the charged Project without prior written consent of Lender. • The Borrower shall neither repay any secured / unsecured loans or give any loan to its Promoters / shareholders / group entities nor pay interest to its Promoters / shareholders / group entities on any such loans without prior written consent of Lender. • The Borrower shall close all other current accounts except the Designated accounts for the project.
Representations & Warranties	The Promoters and Borrower shall give all the appropriate representations and warranties which shall be set out more clearly in the Facility Documents.
Event of Default	The following indicative events shall individually be deemed to be Event of Default. These are not exhaustive and will be set out in details in the Facility Documents. • Delay in payment of principal / interest to the Lender on the due dates after providing for the cure period of 2 business days; • Non-payment after the cure period to be event of default; • Any failure on part of Borrower to complete security creation / perfection of security to the satisfaction of Lender; • Breach by the Borrower and Promoters of any covenant, representations, warranties or undertakings provided in the Facility Documents. • Failure on the part of the Promoters and Borrower in infusing funds for servicing the Facility from its own resources if there is shortfall in Escrow sweep. • Failure of the Promoters and Borrower in maintaining the Security Cover as highlighted above. • Failure to route the Project cash flows / sales receivables through escrow accounts. • Breach of any of the covenants / undertakings given by the Promoters and Borrower including covenants as to achievement of minimum sales and collections as stipulated below. • Other Events of default shall be defined in the definitive facility agreement.
Consequences of the Event of Default	Lender shall be eligible to all or any of following remedies on the occurrence of an Event of Default. The same is indicative and not exhaustive and shall be set out in more detail in the Facility Documents: • To charge Penal Interest; • To recall the entire facility amount outstanding along with Penal Interest on the same; • To enforce the Security held by Lender; • To increase the Sweep Ratio to 100% of amounts held in the Escrow Account; • To step-in the shoes of the Promoters and Borrower and to dispense with the charged asset, as Lender may deem fit, to recover any amount due to them along with any other Penal Interest, charges, etc.; • To appoint agency of the Lender's choice and liquidate the balance unsold area in the Projects at any price to recover any amount due to them along with any other Penal Interest, charges, etc.; and Any other remedies as may be set out more fully in the Facility Documents.

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Other covenants / conditions

a. Interest rate can be revised at the discretion of the Lender;

b. Lender shall appoint an Auditor / Architect / Engineer or any other agency to monitor the progress of the Projects. All expenses / fees related to such appointment by the Lender shall be borne by the Borrower

c. The Developer shall ensure that the balance unsold residential area is sold at a minimum selling price of Rs.1900/-sq. ft.

Minimum Sales Price on Saleable Area (in Rs. per sq. ft.)	Maximum Saleable Area to be sold (in sq. ft.)
1,900	2,21,508

d. Accordingly, the Borrower shall not sell the balance unsold area, including bulk sales, in the Project below the minimum selling price mentioned above. However, in case any area is sold below the minimum sales price as mentioned above, then the deficit shall have to be made good by the Borrower either by way of contribution from Borrower's / Promoter's own cash flow or by way of adjustment of sweep ratios.

e. The Borrower shall collect total balance receivables from area sold / to be sold from the Project, estimated to be minimum Rs. 42.09 Crs hence forth on aggregate basis, in accordance to the below mentioned collection schedule, subject to a maximum variance of 10%:

Half year ending	Cumulative Sales Receivables (Rs. In Crs)	Cumulative area to be sold (in sq.ft.)
Sept – 2018	0.14	4,944
Mar– 2019	1.03	21,755
Sept – 2019	3.22	48,455
Mar – 2020	7.83	84,054
Sep-2020	14.32	1,19,654
Mar-2021	22.71	1,55,253
Sep-2021	32.49	1,87,886
Mar-2022	41.33	2,17,553
Jun-2022	42.09	2,21,508

f. The Borrower agrees to give right of first refusal to the Lender or its affiliates (Housing Finance Company) for being preferred Housing Finance Lender to its retail customers in all its ongoing and future residential projects.

- It is to be noted that in case of any revision in the Facility/ terms of the Facility/ Business plan during the tenure of the Loan it will be at the discretion of the Lender to approve the same and will attract an appropriate fees on mutually agreed terms

CAPRI GLOBAL CAPITAL LIMITED

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર: ૨૦૧૮૩૧૨૦૨૬૪૫૫ | દસ્તાવેજ નંબર: ૧૨૦૫૩ | દસ્તાવેજ વર્ષ: ૨૦૧૮

તા: ૨ માહે: જુલાઈ સને: ૨૦૧૮

અવેજ Rs. 100000000.00

દસ્તાવેજનો પ્રકાર મોર્ગેજ

રજુ કરનારનું નામ M/s. Shyam Infratech Through Its Authorised Signatory Ashish Vinubhai Patel

નીચે પ્રમાણે ફી પહોંચી

	રૂ. પૈસા
રજીસ્ટ્રેશન ફી	૫૦૦૦
નકલ કરવા ની ફી સાઈડ / ફોલીયો	૪૫૦
શેરોની નકલ કરવા માટે ફી	
ટપાલ ખર્ચ	
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭)	૦
શોધ અગર તપાસણી	
દંડ કલમ-૨૫	
કલમ-૩૪ (કલમ-૫૭)	
નકલ ફી ફોલીયો	
ઈન્ડેક્ષ-૨ ફી	
આ સિવાયની બાબતોની ફી	

કુલ એકંદરે રૂ.	૫૪૫૦

અંકે રૂપીયા પાંચહજાર ચારસો પચાસ પુરા.

દસ્તાવેજ
------------- ના દિવસે તૈયાર થશે અને
નકલ

તે રજીસ્ટર ટપાલથી મોકલવામાં
------------------------- આવશે.
કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

B/331, Haridarshan Park, Behind Shankar Estate, Amraiwadi,Ahmedabad

([illegible] VINODRAY)

સબ રજીસ્ટ્રાર

અમદાવાદ- ૧૨ નિકોલ

અગર ________________________ ને આપશો

રજુ કરનારની સહી

IGR-NIC(G) -1365606555508099141 ૨/૭/૨૦૧૮ ૩:૩૮:૨૫ pm