Date: 16th August 2016

To,
Manish Shah
True Value Nirman
Ahmedabad

Dear Sir,

<u>Non-Binding Indicative Term Sheet</u>

This non-binding indicative term-sheet ("**Term Sheet**") outlines the important terms and conditions of the proposed loan being advised by Piramal Fund Management Private Limited ("**PFMPL**") in True Value Business Bay LLP ("**True Value**"), a LLP undertaking real estate construction and development in Ahmedabad ("**Proposed Transaction**").

This term sheet has been entered to facilitate negotiations for the Proposed Transaction and is an expression of intention only and does not constitute an offer, agreement, agreement in principle, agreement to agree or commitment to provide financing.

Issuer/Borrower:	True Value Business Bay LLP
Co-Borrower	True Value Build Tech LLP
Developer:	True Value Nirman
Lender/Advisor/ Subscriber:	Piramal Finance Pvt Ltd
Facility Amount:	Rs. 60 Cr
Instrument:	Term Loan
Project:	1. Commercial project with small retail "TVH West Gate Business Bay" being developed over project land of ~1.70 acres (74,239 Sqft) on FP No.317 and FP No.318 of TPS No.26 (Makarba), Ahmedabad with minimum Carpet area of 272,097 Sqft (Saleable area of 453,495 Sqft) 2. Residential project "TVH North One" being developed over project land of ~0.69 acres (30,060 Sqft) on FP No. 88/2 (Makarba), Ahmedabad with minimum Carpet area of 77,106 Sqft (Saleable area of 128,510 Sqft)

Approvals Status

Approvals	Project 1 - Business Bay	Project 2 - North One
NA Permission	Received	Received
Layout Plan / Commencement Certificate	Received	Received
Environment	Received	NA
Airport	Received	Received
Drainage/Stormwater/Sewage Dept NOC	Received	Received
Fire NOC	Received	To be applied
Common Facilities/Amenities Approval	Stage wise received	To be applied

Sales Status

Particulars	Project 1 - Business Bay	Project 2 - North One
Sold area (Carpet Area)	44,799 Sqft	38,664 Sqft
Avg Selling Price (on Carpet Area)	6,735 per Sqft (Commercial) 6,667 Per Sqft (Retail)	6,667 Per Sqft
Sales Value	Rs 30 Crs	Rs 26 Crs
Sales Receivable	Rs 20 Crs	Rs 19 Crs
Unsold area (Carpet Area)	227,298 Sqft	38,442 Sqft
Minimum Selling Price* (On Carpet Area)	6,700 Per Sqft	6,700 Per Sqft

* For all the future sales, the minimum selling price shall be Rs 6,700 per sqft for Business Bay & North One

Construction Status

Project 1 – Business Bay

- Construction Status: Basement work ongoing for Tower A and RCC complete for Tower B
- Balance cost to be incurred of Rs 99 Crs (Approval, Premium FSI & TDR Cost of Rs 11 Crs, Construction Cost of Rs 76 Crs & Overheads of Rs 12 Crs)

Project 2 – North One

- Construction Status: 1st floor work in progress
- Balance cost to be incurred of Rs 28 Crs (Approval, Premium FSI & TDR Cost of Rs 3 Crs, Construction Cost of Rs 21 Crs & Overheads of Rs 4 Crs)

Purpose:

- Rs 60 crs facility for project finance of both the projects

The facility either in part or full will not be used for investment in Capital Market, Land acquisition, acquiring equity shares of Indian Companies, buyback of shares of Indian companies or any other

	purpose which is prohibited, or any illegal activity.
Total Tenure:	16 quarters (including principal moratorium of 6 quarters) from the date of first disbursement
Coupon:	14.25% p.a. payable at quarterly intervals (To be calculated on the basis of 365 days)
Processing Fees:	1.25% of the facility amount plus applicable service tax – 25% of the fees to be paid upon signing of this Term Sheet – Balance fees to be paid at the time of signing of the definitive documents
Repayment Schedule:	Payable in 16 quarterly instalments as per below table: <table><tr><th>End of</th><th>Amount</th></tr><tr><td>1st to 6th quarter</td><td>(moratorium period)</td></tr><tr><td>7th to 8th quarter</td><td>Rs 3 crs</td></tr><tr><td>9th to 10th quarter</td><td>Rs 6 crs</td></tr><tr><td>11th to 16th quarter</td><td>Rs 7 crs</td></tr></table>
Escrow mechanism:	– 100% of the cash inflows from the Project will be deposited in the escrow account – 20% of all the cash inflows shall be transferred to the Retention Account to be utilized as per the terms set out in the escrow agreement and the remaining 80% shall be released for interest, construction & related activities (Upto 12 months from first date of disbursement) – 30% of all the cash inflows shall be transferred to the Retention Account to be utilized as per the terms set out in the escrow agreement and the remaining 70% shall be released for interest, construction & related activities (After 12 months from first date of disbursement) – The sweep ratio would be evaluated on monthly basis and may be increased upto 100% of all the monies deposited into the designated escrow account at the discretion of the lender – Cash flows retained in escrow account to be utilized for the prepayment of the loan amount as per the terms of the definitive documentation on a fortnightly basis – Amounts prepaid under this mechanism will be adjusted against the principal installment falling immediately due – End use of the funds released duly certified by a Chartered Accountant will need to be submitted on a quarterly basis for funds released for interest, construction & related activities
Regulatory special Conditions	– The Borrower would append the information relating to mortgage while publishing advertisement of a particular scheme in newspaper/magazine etc

[illegible] [illegible]

	- The Borrower would disclose in the pamphlets/brochures and other marketing materials/medium etc. that the Property is mortgaged to the lender. Such pamphlet is to be submitted to the lender within 90 days of first disbursement - The Borrower would indicate in their pamphlets/ brochures, that they would provide No Objection Certificate / Permission of the lender for sale of flats/ Property if required - The borrower shall comply with all the rules & regulations stipulated by RBI, SEBI, as applicable and relevant stock exchanges from time to time
Security:	Post creation of security, Borrower shall maintain minimum security cover of 2 times during the entire tenor of facility and same shall be monitored at the time of: 1. Issuance of NOCs 2. At the time of disbursement of each tranches (Any shortfall in the security should be made good by the Developer by providing additional security within 30 days)

Primary Security:

1. First & Exclusive charge by way of registered or equitable mortgage over commercial cum retail project titled "TVH West Gate Business Bay" on a land admeasuring ~1.70 acres (74,239 Sqft) on FP No.317 and FP No.318 of TPS No.26 (Makarba), Ahmedabad with minimum Carpet area of 272,097 Sqft
2. First & Exclusive charge by way of registered or equitable mortgage over residential project "TVH North One" being developed over project land of ~0.69 acres (30,060 Sqft) on FP No. 88/2 (Makarba), Ahmedabad with minimum Carpet area of 77,106 Sqft (Saleable area of 128,510 Sqft)
3. Hypothecation and Escrow of the entire receivables and moveable property related to both the Projects both present and future

Other Collateral Security:

4. Personal Guarantees of the promoters – Manish Shah, Sweta Shah & Hardayal Manhani
5. Corporate Guarantee of the True Value Nirman Private Limited
6. True Value Nirman Private Limited to own 99% stake in True Value Business Bay LLP & True Value Build Tech LLP
7. 100% pledge of shares of True Value Nirman Private Limited
8. Undated cheques
9. Demand Promissory Notes
10. The Borrower shall create and maintain an interest service reserve for an amount equivalent to three months

Prepayment charges:	- No prepayment allowed for a period of 1 year from the date of first drawdown other than from cash flows from project offered as security

	– 2% Penal charges applicable on the principal amount prepaid from sources other than cash flows from project offered as security – The prepayment penalty shall not apply in case of mandatory prepayment from the cash flows of the underlying projects
Additional Interest in case of Default	If interest and/or principal payments due are defaulted/delayed, interest @ 2% per month, compounded monthly, for defaulted/delayed period on the amounts due (calculated from due date till date of payment) will become payable
Pre-disbursement conditions:	1. Investment of Rs 23 crores by the promoter in both the projects (Promoter will not withdraw any cashflow from the projects till the entire loan is repaid. CA certificate for Rs 23 Crs infusion to be provided at the time of signing of the definitive documents) 2. First & Exclusive charge by way of registered or equitable mortgage over commercial cum retail project titled "TVH West Gate Business Bay" on a land admeasuring ~1.70 acres (74,239 Sqft) on FP No.317 and FP No.318 of TPS No.26 (Makarba), Ahmedabad with minimum Carpet area of 272,097 Sqft 3. First & Exclusive charge by way of registered or equitable mortgage over residential project "TVH North One" being developed over project land of ~0.69 acres (30,060 Sqft) on FP No. 88/2 (Makarba), Ahmedabad with minimum Carpet area of 77,106 Sqft (Saleable area of 128,510 Sqft) 4. Completion of Due Diligence process • Clear and marketable title for properties being mortgaged • Technical diligence & valuation 5. Satisfactory CIBIL check in respect of Promoter and Borrower 6. Execution of Personal Guarantees and demand promissory notes 7. Any other condition as may be stipulated in the definitive documentation
Post Disbursement Conditions	1. Handover of Undated Cheques 2. Any other condition as stipulated in the definitive documentation
Preferred Partner Agreement	Shriram Group will have a right of first refusal for the Comprehensive Project Insurance availed by the Company / firm for the projects mentioned in the Term Sheet. For Home Loan finance services, the borrower shall provide all necessary support to Shirram Group as and when required by them
Other:	1. The escrow mechanism will be clearly laid out during documentation and the same needs to be followed from time to time 2. The Borrower will obtain NOC from the Lender for sale of units at

	monthly intervals before execution of the agreements for sale of the units in the projects to the respective buyers. Upon request for NOC, the Lender would revert within 5 business days. Issuance of such NOC/approval shall be subject to a minimum security cover (from the secured properties) of 2.0x times the outstanding Facility 3. With prior intimation to the Borrower, the Lender shall retain the right to sell down its investment to a third party at any point in time 4. The Lender will have the following inter-alia rights (to be defined in detail in the binding documents) o Under normal circumstances, right to information inter-alia right to monthly MIS in its standard format, right to enforce sale of units if they are not being met as per the covenants defined at the time of documentation, and affirmative rights on key decisions like raising debt or other forms of capital / selling price / construction cost / changes to AOA/MOA, etc. o In an event of default staying uncured for 3 months, the right to take board control, step into the project and control all aspects related to it include selling unsold stock at prices necessary to clear the stock and getting a new development manager to complete the construction etc. 5. Borrower needs to submit a monthly progress report in a pre-agreed formant before 7th of every subsequent month
Confidentiality	Save and except any disclosure requirements for Statutory Purposes, all Parties and/or their directors/officers hereto shall keep all negotiations confidential and maintain the contents of this Term Sheet in strictest confidence and shall make no announcement or disclosure without the prior written approval of the other Party save in respect of disclosures or announcements which may be required by any applicable law, and any disclosures to each Party's consultants, advisors, employees/directors (or by the Lender to its affiliates or their employees/directors/advisors/consultants) on a need-to-know basis or those of its affiliates.
Governing Law and Arbitration	Any disputes arising out of or in connection with the validity, interpretation or implementation of this Term Sheet and the Definitive Documentation shall be governed by the laws of India.
Legally Binding Understanding	It is hereby expressly agreed between the Parties that the terms and conditions set forth in this Term Sheet are not legally binding on the

	Parties, save and except to the extent specifically stated herein. Notwithstanding anything contained herein, the clauses pertaining to upfront fees, confidentiality, exclusivity, expenses, governing law and arbitration set out in this Term Sheet, shall be legally binding on the Parties. Further, this Term Sheet is an expression of desire to work together for investment subject to the clearance of the proposal by the Investment Committee of the Lender within 60 (sixty) days of execution of the Term Sheet and subject to finalization of Definitive Documentation.

Other Terms & Conditions:

1) All due diligence (marketing, financial, title etc), legal and documentation charges (including stamp duty), legal, trustee and valuation charges shall be borne by the Issuer / Borrower
2) If there is any Interest Tax levied by the Government of India or any other Authority under the Interest Tax Act 1974 or under any other Law, the Issuer shall reimburse to the Subscribers/Trustee any such Tax imposed or levied by the Government of India or any other Authority on Interest and / or other Payments required to be paid by the Issuer to the Subscribers/Trustee in connection with the NCDs
3) It is the Issuer's responsibility to ensure that the mortgaged properties be duly insured at their own cost & expenses, for all risks. The insurance policy should be assigned in the name of the Trustee within 60 days of the drawdown and a copy of the same should be given to us for our record
4) The Borrower and its group concerns / companies should not have defaulted with any of the lenders or on any NCD issuances in the past. The Borrowers have to give a Declaration and a confirmation from their Directors in this regard
5) The Issuer shall not raise any loan/funding from any other source on projects offered as security, without prior written consent from the Subscribers/Trustee.
6) The Issuer shall not change its capital structure without prior written consent from the Subscribers/Trustee
7) The Subscribers/Trustee shall have full authority to monitor, including auditing all transactions through such escrow account, posting of its security at the project, display of the Subscribers'/Trustee's name at appropriate places in the said flats, in such manner as it may deem necessary.
8) The Issuer shall give the following irrevocable instructions to the concerned bank(s) with reference to the said escrow account:
    a. That the bank(s) will be authorized to send to the Subscribers/Trustee/ Lender, statements pertaining to the escrow account directly at such frequency as the Subscribers/Trustee may require at anytime
    b. That the Subscribers/Trustee in event of default as defined in the documents shall have the right to cause the bank to freeze the escrow account at any

time without Issuer's confirmation & that on the request of the Subscribers/Trustee/ Lender, the bank shall after freezing the escrow account or otherwise transfer the balance in the escrow account in the account of the Subscribers/Trustee/ Lender, as instructed by Subscribers/Trustee, without having to obtain any further Instruction from the Issuer

c. That the bank will abide by any instruction that the Subscribers/Trustee/ Lender may give to the bank in connection with the escrow account without any reference to the Issuer

The Borrower shall procure & produce to the Subscribers/Trustee/ Lender a written confirmation of the above from the bank prior to execution of the loan agreement

9) The Issuer will also undertake & confirm that in the event the cash flow in the escrow account is not sufficient to service the principal repayment of the Loan, interest or other dues, the shortfall will be met through Inflow of fresh Funds therein by the issuer in a manner & form as mutually acceptable to the Subscribers/Trustee. The support shall be kept valid until full repayment of the entire loan amount with interest & all other dues

10) Issuer will also undertake & confirm to complete the entire project in event of escalation of Project cost

11) This Indicative Term Sheet shall stand revoked and cancelled and shall be absolutely null and void if:

   a. There are any material changes in the proposal
   b. Any material fact concerning the Issuer's profits, etc., or ability to repay, or any other relevant aspect of it is withheld, suppressed, or concealed or not made known to us
   c. Any Statement made by the Issuer is found to be incorrect or untrue;
   d. Any Information as may be required by the Subscriber from Issuer, time to time, pertaining to the Property is not furnished in the form prescribed / approved by the Subscriber over a period of 30 days; and

12) The Subscribers/Trustee shall have the right to appoint Lender's Engineer during the implementation period and till the repayment of entire outstanding loan, the expenses of which shall be borne by the Issuers.

13) The Subscribers/Trustee will have rights to scrutinize and audit the expenses, which are incurred for the project at the Issuer's cost, which should be reasonable

14) The Issuer to form a Project Monitoring Committee (PMC) consisting of equal number of members on behalf of the Lender/Subscriber and the Company/Issuer. The Project Management Committee shall monitor all the projects of the company and their performances on a quarterly basis

15) Project Monitoring Reports in the prescribed formats to be submitted at periodic intervals. Any delay in submission of the reports after the cure period of 10 days to the Borrower, shall attract penal interest @ 1.00% of the outstanding amount.

16) The Subscribers/Trustee will have exclusivity of 2 months from issue of this Indicative Term Sheet for the transaction during which period the issuer will not approach any other Subscribers/Trustee for the same.

17) This offer stands automatically cancelled and withdrawn in 60 days from the date of this letter unless before that date the issuer complies with the conditions herein contained and completes documentation process in the form and manner acceptable to the subscriber and avails disbursement (Part/Full) of the Facility.

- This Indicative Term Sheet is subject to due diligence, completion of comprehensive legal, financial, technical and other due diligence (of the Issuer and the guarantors) to the satisfaction of Subscriber. The Issuer shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of subscribers for undertaking the due diligence.
- This Indicative Term Sheet shall not be final and binding (in any manner) on Subscriber / Borrower & they reserve their right to cancel, add, modify or alter the entire or any terms and conditions including facility amount and coupon rate mentioned herein. In case Subscriber decides not to go ahead with the proposal, the processing fees received will be refunded after deducting out of pocket expenses and other expenses incurred.
- Your signature on the acknowledgement of this letter signifies your acceptance of the terms and the proposal as set out in this Letter.

Thanking You,

Accepted,

For True Value Business Bay LLP	**For True Value Build Tech LLP**	**For True Value Nirman Private Limited**
Authorized Signatory	Authorized Signatory	Authorized Signatory
Date: Place:	Date: Place:	Date: Place:

Manish Shah	**Hardayal Manhani**
Signature	Signature
Date: Place:	Date: Place:

Yours Truly,

For Piramal Finance Pvt Ltd
Authorized Signatory
Date: Place: