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TATA

Ref: 10012017/Vraj
Date: 10/01/2017

1.M/s Vraj Developers (VD)
2.Sangani Infrastructure India Pvt.Ltd.(SIIPL) (Co-borrowers)
3.Mr. Chiragbhai Chandubhai Patel (Co-borrowers)
4.Mr. Kalpesh Babubhai Malani (Co-borrowers)
5.Mr. Ashokkumar Raghurambhai Thakkar (Personal Guarantor)
6.Mr. Hanubhai Ramajibhai Sangani(Personal Guarantor)
7.Mr. Arvindbhai Ramajibhai Sangani(Personal Guarantor)
8.Mr. Bhanubhai Jadavbhai Sangani(Personal Guarantor)
9.Mr. Rasheshbhai Vitthalbhai Limbasia(Personal Guarantor)

M/s Vraj Developers,
Sangani Vraj Bhumi,
New Vatva,
Nr. Ayodhya Residency,
Vatva,
Ahmedabad, Gujarat.

Kind Attn.: Mr. Hanubhai Sangani

Dear Sir,

Tata Capital Housing Finance Limited (TCHFL) takes the pleasure in granting an in-principle sanction to extend a Project Construction Loan facility for your **Sangani Vraj Bhumi** Project for an amount not exceeding Rs. 20,00,00,000/- (Rupees Twenty Crores only). This in-principle sanction is subject to fulfillment of the terms and conditions entailed herein in entirety to the complete satisfaction of TCHFL.

TERMS AND CONDITIONS

Lender	Tata Capital Housing Finance Limited
Borrower & Guarantors	M/s Vraj Developers (VD) Sangani Infrastructure India Pvt Ltd.(SIIPL) (Co-borrowers) Mr. Chiragbhai Chandubhai Patel (Co-borrowers) Mr. Kalpesh Babubhai Malani (Co-borrowers) Personal Guarantor Mr. Ashokkumar Raghurambhai Thakkar (Personal Guarantor) Mr. Hanubhai Ramajibhai Sangani(Personal Guarantor) Mr. Arvindbhai Ramajibhai Sangani(Personal Guarantor) Mr. Bhanubhai Jadavbhai Sangani(Personal Guarantor) Mr. Rasheshbhai Vitthalbhai Limbasia(Personal Guarantor)
Loan Amount	Upto Rs. 20,00,00,000 (Rupees Twenty Crore only)
Tenure	36 months from the first date of disbursement (Including Moratorium period of 12 months)
Upfront Fees	1.00% of the Loan Amount + Applicable Service Tax, to be collected upfront from Borrower.
Type of Loan	BT + Construction Finance
Loan Drawl Period	12 months from the date of loan approval

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Principal Moratorium Period	12 months inclusive of loan drawl period (interest on disbursed amount to be paid during this period)
Details of Project	Project titled "Sangani Vraj Bhumi" constructed on the Project Land admeasuring SP 1&2, R.S. 1427, 1431/1 & 2, 1436, 1437/1, 1428, 1439/1 1439/2, 1439/4, 1440,1441,1442, 1445, 1447, FP No (340+345/1,3)/1, OP number (340+345/1,3)/1 TPS number 128, At Aslali, Taluka Daskroi, District Ahmedabad Gujarat.
Type of Security	1. Registered Mortgage of the following property: Project Laand as described abive together with Project Sangani Vraj Bhumi, New Vatva, Ahmedabad, Gujarat, together with charge on receivables arising thereof. Equivalent to 3.47 times of loan/facility amount (if the value of security falls below 1.75 times at any point of time within the tenor of the loan , addition security (additional security may be Cash/property to the satisfaction of TCHFL) will be provided by the Borrower and all the cost of security creation will be borne by Borrower. 2. Escrow arrangement 3. Lien on unsold Units in the Project: TCHFL would have a Lien on all unsold Units in the Project. In case Borrower wants to sell the Unit to any prospective purchaser, they would obtain an NOC from TCHFL to this effect.
Escrow Account	Applicants would open an Escrow account with ICICI Bank before disbursement & all the Sales proceeds of the Project would be deposited in this account. The repayment of the Loan would be by way of Escrow a/c in ICICI BANK. Borrower shall not be entitled to withdraw any amount from escrow account unless submission of relevant expenses statements along with its supportings. Needless to state that TCHFL shall be entitled to audit such expenses and on its satisfaction may instruct Escrow Bank to permit the Borrower for drawl of the money.
Mode of Repayment	1. EMI/MII to be serviced by ECS from Escrow Account with ICICI Bank. 2. In addition to the above, capitalisation to take place @ 50% from the receivables during the entire repayment period.
Repayment Schedule	Pre-MII for the TL to commence from the date of first disbursement and be paid till the final disbursement or Loan Drawl Period, whichever is earlier and MI for the TL to commence from the following month of the final disbursement availed within 12-months period from the date of first disbursement of the TL. In case amount of draw down is less than the approved loan amount at the completion of stipulated drawl period, MI for the disbursed loan portion will commence unless specific request has been made by the Borrower for extension of the loan-drawl period and the same has been approved by TCHFL.
EMI	INR 96,49,886/- subject to variation in the PLR
Rate of Interest	PLR of 16.50% - 2.00% = 14.50% per annum on monthly reducing & floating rate basis. Presently Prime Lending Rate (PLR) as on date is 16.50% . Interest rate on repayment would change based on the changes in PLR as announced by TCHFL from time to time. This would lead to change in Interest payable to TCHFL. The rate shall be applied by TCHFL on the first date of following quarter as per English calendar year in which PLR is changed.
Prepayment Penalty	Any prepayment out of the cash flows of the project shall not attract any prepayment penalty. Any other prepayment shall attract a prepayment penalty of 4.00% of the amount being prepaid.
Interest on default	@2% p.m. over and above the normal interest rate shall be charged in case of delayed payment of installments, interest or monies payable under the facility agreement from the due date till the date of receipt.
Stamp Duty	As applicable and will be borne by the Borrower
Validity	The sanction is valid for a period of 90 days from the date of this offer letter.
End Use	Rs 15 Cr for repayment of loan from Reliance Capital. Remaining for repayment of construction of project.
Disbursement	-Disbursement to be done in stages within loan drawl period of 12 months for TL.

TATA CAPITAL HOUSING FINANCE LIMITED
Corporate Identity Number U67190MH2008PLC187552
1st Floor Shanti Arcade Ketan Society Nr B D Patel House Stadium Road Naranpura Ahmedabad 380 013
Tel 91 79 6614 3877
Registered Office One Forbes Dr V B Gandhi Marg Fort Mumbai 400 001 India

<table>
<tr><td></td><td>For each disbursement, ratio of 35:65 of TCHFL contribution to Borrower contribution including the Land cost shall be maintained. The Borrower agrees to provide to TCHFL a Registered Architect/Engineer certified Statement of Cost incurred prior to each disbursement demand. TCHFL would have the statement validated through its panel Valuer and the same would be certified by the Valuer in his Project Technical report.

<table>
<tr><th>Disb Tranche</th><th>Cum. TCHFL Disb</th><th>Const Stage</th><th>Booking Position (on area basis)</th></tr>
<tr><td>1500</td><td>1500</td><td>75%</td><td>49.4%</td></tr>
<tr><td>250</td><td>1750</td><td>77.5%</td><td>52.5%</td></tr>
<tr><td>250</td><td>2000</td><td>82%</td><td>57%</td></tr>
</table></td></tr>
<tr><td>Disclosure Norms</td><td>The Borrower would publish in all their marketing material, the fact that the Project has been financed by TCHFL. The marketing material used by the Borrower for the Project would be subject to scrutiny by the TCHFL at any point of time.</td></tr>
<tr><td>Status of Bookings</td><td>The Borrower would provide status of Bookings in the project every month by way of a declaration on its letter head. TCHFL would have the first right of granting retail Home Loans to the customers who have booked property in the Project.</td></tr>
<tr><td>Documents Required</td><td>1. Accepted Facility letter
2. Facility Agreement and other legal formalities /documents are to be executed as necessary with the Borrower and Co-Borrower.
3. Partnership Authority Letter / Board Resolution
4. Escrow Account & Documentations
5. Lien on Sales Proceeds
6. Deposit of Original Title Deeds of collateral property
7. Simple Mortgage Or Registered Memorandum of Deposit of Title Deeds of Property
8. Assignment/Hypothecation of Sales Receivable
9. Self-attested Copies of all documents and CA certification wherever required to be submitted
10. Any other documents</td></tr>
<tr><td>Undertakings by Borrower and Co-Borrower</td><td>The following Undertakings to be given by the Borrower and Co-Borrower:
a) All legal and incidental expense including valuation/legal search/ROC search/stamp duty and out of Pocket Expenses in connection with the proposed credit facility will have to be borne by the Borrower.
b) The Borrower has to give an undertaking that the transactions with the associate/group concerns/if any will be genuine trade transactions and on commercial terms.
c) The Borrower should not embark upon any expansion/diversification/restructuring/alliance/mergers/acquisitions without prior permission in writing from us.
d) The Borrower has to give an indemnity that no case /proceedings are pending against them on account of excise default under FEMA, Customs violations and Exchange control Regulations. Also that the Borrower/their sister or associate/ group/family concerns and their Directors/partners/proprietor etc. do not appear on RBI's list of defaulters and ECGC's caution list. Further, if any such proceeding is initiated by any of such departments, information will be provided to TCHFL immediately. In case this information is found to be incorrect at a later stage or non-reporting of any subsequent proceedings, TCHFL is fully empowered to take criminal action/other suitable proceedings against the borrower.
e) The Borrower shall undertake to notify us of impacts on its financial position/ performance periodically. The Borrower will keep us informed of any circumstances adversely affecting its financial position.
f) QIS & other MIS Statement Needs to be submitted whenever required.
g) The Borrower shall not create any further charge on their assets/properties funded by us/charged created by us without our written approval.</td></tr>
</table>

h) Undertaking that the proposed loan will be utilized only for the Construction Projects only and not for any capital expenditure.

i) The firm/Borrower/Borrower shall undertake that during the currency of our loan, it shall not without TCHFL's permission in writing –

- Implement any scheme of major expansion and acquire fixed assets.
- Make investments/advances or deposit amounts with any other concern from TCHFL fund.
- Undertake guarantee or obligations on behalf of any other firm/company.

An affidavit shall be submitted by the Borrower/property owner with regard to the property that:-

- No proceedings under Income Tax Act are pending or going on and
- No arrears of tax, Including the Interest In the respect of the Property.
- The property is not attached by any Government/ Tax Authorities.
- All the obligations/payments to Municipal Authorities etc. shall be made by them in time.
- The property is in the possession of the Borrower.
- No third party interest, including license/tenancy rights have been created or will be created without our prior written permission.
- The property is free from any court/municipal proceedings, attachments etc.
- That the said property is free from all dispute, charges, taxes, litigation, attachment anywhere in India.

Other special conditions:

- **Minimum Asset cover (including the cost of construction) of 1.75x times of the outstanding loan amount to be maintained throughout during the loan tenure.**
- **Receivable cover of min. 2x to be maintained throughout the tenure of the loan.**
- **No receivables & cash flow takeout to be permitted in the project during tenure of TCHFL loan.**
- **Float equivalent to 2 months' interest on total disbursed loan amount to be maintained in the form of FD with lien marking by TCHFL during the currency of loan.**
- **Capitalization of receivables to kept at 50% during the entire repayment period of the loan with no EMI set off to be given.**
- **If any unit is being sold at price lower than the MSP as considered for cash flow, the builder will deposit the difference amount in the escrow account and/or the capitalization is to be adjusted upward accordingly to maintain the min net asset cover.**
- **Report of sales & construction progress of the project financed by TCHFL to be submitted on a monthly basis, or on a shorter duration if required by TCHFL**
- **Legal clearance for clear and marketable title for the security proposed to be mortgage will be taken before the disbursement of the facility.**
- **Escrow account shall be opened with ICICI / Kotak within 30 days of the first disbursement.**
- **Upfront NOC for sold units to be obtained prior to the disbursement.**
- **TCHFL to hold the status of 'Preferred Finance Partner' thereby giving TCHFL the first right to consider Home Loan applications of individual purchasers.**
- **All marketing materials of the project will mention the name of TCHFL as the lender to whom the property has been mortgaged. The developer to put up a board at the worksite displaying that the property is approved and financed by TCHFL.**
- **The cash flows shall be signed by the developer and documented before disbursement.**
- **Board Resolution towards the company coming as applicant on the loan structure to be documented.**
- **CA certified latest list of directors and shareholders to be documented.**
- **CA certified projected cash flows to be documented.**
- **CA certified end usage letter to be documented within 30 days of the disbursement.**
- **CA certified Net Worth statement applicable for all applicants to be documented.**
- **ROC charge in favour of TCHFL to be created within 30 days of the disbursement.**
- **Registered mortgage in favour of TCHFL to be executed.**
- **Undertaking regarding non-disposal of shareholding by all the shareholders on the loan structure to be documented.**
- **Latest property tax receipts and up to date EC regarding collateral to be documented.**

- TCHFL will have option to sell the inventory at 15%-20% discount on rates considered in cash flow projection in case of default by developer exceeds 90 days.
- Bookings to be verified prior to the disbursement.
- Second valuation to be verified prior to the disbursement and to be as per the norms.
- We should explore for property insurance covering the primary security and the same has to be done within 30 days of the disbursement of the 1st tranche.
- Before disbursement of term loan standard asset letter, list of property documents and letter stating that property documents will be handed over to TCHFL on loan repayment shall be obtained.
- Creation of mortgage on immovable property in the form of Residential / commercial property or converted vacant plots / sites
- The security provided by the Borrower should be acceptable to TCHFL and TCHFL's discretion on the acceptability will be full and final.
- The panel Lawyer should certify clear & marketable Title of the properties to be taken as security against the Loans.
- The Panel Valuer should similarly certify in his report, compliance of on-site construction to approved Plans issued by local Municipal Authority & all relevant clearances that may be required for the Project.
- Property to be valued by TCHFL approved valuer. The valuation of the property should be equal to or more than Rs. 4,041.59 Crs. In case the value of the property fall below Rs.4,041.59 Crs the facility amount will be proportionately reduced so that the collateral margin of 1.75 times be maintained.
- Disbursement shall be subject to receipt of satisfactory legal opinion on the property and Title Clearance Report by TCHFL from its empanelled lawyer.
- Disbursement shall also be subject to receipt of market valuation of property/equipments from empanelled valuer to the satisfaction of TCHFL.
- TCHFL reserves its right to alter/ cancel and / or modify the credit limits / loan sanctioned and / or terms and payment conditions stipulated without notice to the Borrower and without assigning any reason thereof in case of default in repayment of installment and /or interest/ Financial performance.
- TCHFL reserves the right to rearrange the payment schedule and to call upon the firm/Borrower/its partners to accelerate the payments, if the firm/Borrower's financial position so warrants.
- The rate of interest and margin stipulated are subject to change from time to time at the sole discretion of TCHFL and as per the guidelines of RBI, GOI and any other regulatory authority.
- TCHFL reserves the right to inspect the work site, godown and books of account of the firm/Borrower/Borrower by any of its officials; the cost of which shall be borne by the borrower.
- All stamp duties, other present and future duties to be paid by the Borrower all other cost / legal expenses including valuation and title search to be borne by Borrower.
- TDS deduction- Interest would be paid on gross amount as soon TCHFL receives the TDS certificate. TCHFL will refund the TDS amount in 10 working days or Firm to give undertaking that Quarterly TDS certificate will be provided, however in event of TDS certificate not provided within agreed time frame then the same shall be debited to your loan account and same shall stand as outstanding as recoverable with penal interest on it.

POST – DISBURSEMENT DOCUMENTS

1. The borrower shall maintain adequate books and records which should correctly reflect their financial position and operations and it should submit to Tata Capital Housing Finance Limited at regular intervals such statements as may be prescribed by Tata Capital Housing Finance Limited in terms of the RBI's instructions issued from time to time.
2. The borrower shall forward to Tata Capital Housing Finance Limited, provisional balance sheet and Profit & Loss Account within 45 days of year-end and audited accounts within 6 months of year-end.
3. Company to submit CA certificate within one month, certifying end use of term loan.
4. Insurance Policy / cover note if applicable

PERIODICAL REVIEW REQUIREMENTS

The account to be reviewed on half yearly/ Yearly basis as per TCHFL policy, For Review of accounts Borrower shall furnish

1. Audited financials within 180 days of the close of the financial year.
2. Six monthly provisional data with 45 days of the closure of the period.

This approval is valid for acceptance for 90-days from the date of its receipt at your end, unless, specifically extended by the Company at its sole discretion.

This in-principle sanction letter is subject to due diligence, completion of comprehensive legal, financial, technical and other due diligence of the Borrower and Co-Borrower to the satisfaction of TCHFL. The Borrower and Co-Borrower shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of TCHFL for undertaking the due diligence.

This sanction shall stand revoked and cancelled if:

1) There are material changes in the proposal for which the assistance is considered and in the information provided by the Applicants on the basis of which the loan has been sanctioned..
2) There are material changes in the Borrower's financial performance.
3) Any material facts concerning the Borrower's profits or its ability to make payments under this loan agreement or any relevant aspects of its request for loan facility are withheld, suppressed, concealed, or are found to be incorrect or untrue.
4) Unsatisfactory track record in respect of any other finance facility availed by the applicant/s.
5) Any other reason which can have a detrimental impact on the Project, its timely completion and/or Bookings.
6) Any information as may be required by TCHFL from the Borrower and Co-Borrower, time to time pertaining to the Project / secured property is not furnished in the form prescribed / approved by TCHFL over a period of 30 days.

This sanction letter super cedes all other sanction letter issued for this facility.

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

Yours truly,
For Tata Capital Housing Finance Limited

Name:
Designation:

Accepted

M/s Vraj Developers

Partners

Sangani Infrastructure India Pvt Ltd.(SIIPL) | Mr. Chiragbhai Chandubhai Patel

Mr. Kalpesh Babubhai Malani | Mr. Ashokkumar Raghurambhai Thakkar