

29th March 2016

The Director,
 Bengal Shriram Hi-tech City Pvt Ltd.
 EN-32, First Floor,
 Sector V, Salt Lake City,
 Kolkata- 700091

Dear Sir,

This has reference to the loan application for Construction Finance for your Residential Project – **“Shriram Grandcity Phase-1”** coming up at Mouza-Konnagar, Kotrang, Bhadrakali Baba Bahera, Khroda Bahera, Makhla, (Inside Hindustan Motors compound), PS Uttarpara Dist, Hooghly, West Bengal. The Competent Authority has sanctioned loan of Rs. 100.00 Crs on the following terms and conditions:

Application No.	2000000098
Name of Borrower	M/s Bengal Shriram Hi-Tech City Pvt. Ltd
Project Address	‘Shriram Grandcity Phase-1’ , Mouza-Konnagar, Kotrang, Bhadrakali Baba Bahera, Khroda Bahera, Makhla, (Inside Hindustan Motors compound), PS Uttarpara Dist, Hooghly, West Bengal. Survey No:5,6,7,8,9,11
Purpose/ Utilization	For construction of the Project ‘Shriram Grandcity Phase-1’
Total Loan Amount	Rs. 100 Cr.
Term of Loan	Term of 60 months (including moratorium period of 36 months from the date of first disbursement). LICHFL reserves the right to accelerate the repayment based on review of cash flows.
Rate.Of Interest	13.00% Floating - Payable Monthly linked to Project LHPLR. Current Project LHPLR is 15.20%
Administrative Fees	0.25% of the loan amount sanctioned + Applicable Service Tax
Security	<ol style="list-style-type: none"> Registered Mortgage of the Project Land admeasuring area of 15.03 acreas situated at Mouza-Konnagar, Kotrang, Bhadrakali Baba Bahera, Khroda Bahera, Makhla, (Inside Hindustan Motors compound), PS Uttarpara Dist, Hooghly, West Bengal. Survey No:5,6,7,8,9,11 and structure thereon. Assignment / Hypothecation of receivable from the project – ‘Shriram Grandcity Phase-1’ (Excluding 4% assigned to Govt of West Bengal) Security Cover at any point of time to be at least 1.50 times of the loan amount. Negative Lien on the Builders share in property to the

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	<p>extent of 1.50 times of the loan amount.</p> <p>5. Corporate Guarantee of M/s Shriram Properties Pvt. Ltd.</p> <p>6. Registration of our charge with Central Registry / ROC at borrower's cost.</p> <p>7. Enforceability Certificate to be obtained from Law Firm.</p>
Other terms of Main security	<p>a. The Builder/ Developer/ Company (Borrower) would disclose in the pamphlets/ Brochures etc. the name of LIC Housing Finance Ltd to which the property is mortgaged.</p> <p>b. The Builder/ Developer/ Company (Borrower) would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/magazines etc.</p> <p>c. The Builder/ Developer/ Company (Borrower) would indicate in their pamphlets/ brochures, that they would provide No Objection Certificate (NOC) / Permissions of the mortgagee LIC Housing Finance Ltd for sale of flats/ property, if required.</p> <p>Regional Office to ensure the compliance of the above terms and conditions and the same should form part of documentation. Copy of such disclosure in pamphlets/ Brochures/ Advertisements, etc. should be kept as record along with Original Documents.</p>
Additional Interest in case of default.	<p>a) If Interest Installment/s due/s are defaulted / delayed, Additional Interest @ Rate of Interest as applicable + 6 % p.a., on the interest Installment Due (Calculated from Due Date till Date of Payment) compounding monthly will become payable.</p> <p>b) If Principal Installment/s are defaulted, Additional Interest @ 6% p.a. from the Due Date till the Date of Payment compounding monthly will become payable in addition to the regular Interest mentioned in this Letter above.</p>
Prepayment Charges	<p>Prepayment charges will be levied @ 2% of the Principal amount prepaid ahead of the repayment schedule. However, prepayment charges will not be levied in respect of the Principal amount being adjusted / repaid out of the individual loans received from the Project 'Shriram Grandcity Phase-1' and/or from sale proceeds of units in the project 'Shriram Grandcity Phase-1'.</p>
Pre-Disbursement Conditions	<p>1. Clear, Unencumbered, Enforceable & Marketable Title of Property to be given as Security and Assignment/ Hypothecation of Receivables.</p> <p>2. Regional office to call for Specific Verification by our law firm & our panel valuer in respect of clearances applicable on the project given as security for our loan.</p>

	<ol style="list-style-type: none"> 3. The area mortgaged to be clearly demarked on lay out plan and the same to be confirmed by Panel Valuer / Panel Advocate and should form part of documentation. 4. Regional Manager to ensure that there is proper approach road for area mortgaged to LICHFL considering size of the project – Pahse I. 5. Board resolution from M/s Bengal Shriram Hi-Tech City Pvt. Ltd for borrowing money from LICHFL. 6. Board resolution from M/s. Shriram Properties Pvt. Ltd to provide corporate guarantee for loan availed by M/s Bengal Shriram Hi-Tech City Pvt. Ltd 7. Building plan approval and all other approvals for construction and completion of the project based on the stage of construction to be in place before making any disbursement for the Construction Finance. Saleable area as per approved plan not to be less than 20.56 lacs sq. ft.. The same to be confirmed from Panel Valuer and found satisfactory. 8. Due diligence by an Auditor referred by us on the following : <ol style="list-style-type: none"> a) Amount Spent and Means of Finance. b) Promoters Contribution invested in the project. c) Sales, Advances received and Bookings made in the project. d) WIP/ Advances/ Sales schedule. e) Payment to Land Owner (Hindustan Motors Ltd.). f) Payment of Rs. 5 Cr. to West Bengal Government & Bank Guarantee of Rs. 25 Cr. 9. Undertaking/ Affidavit from the Borrower / Company/ Promoters that : <ol style="list-style-type: none"> a. It will not withdraw Promoters Contribution including unsecured loan from the project without the approval of LICHFL, until Repayment of the Loan is made entirely to LICHFL with Interest & all other dues. b. It shall not violate the sanction plan approved by competent authority and that the construction shall be strictly as per sanction plan. c. Any shortfall in project funding on account of booking money would be met by the promoters. d. Any increase in project cost would be met by Borrower. Any time and cost overrun and additional
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	<p>charges are to be borne by the promoters.</p> <p>e. Neither Payment of Interest nor repayment of Unsecured Loans will be made from the receivables of the 'Shriram Grandcity Phase-1' if LICHFL dues are in arrears.</p> <p>f. Funds brought in by the Promoters in the form of equity/ unsecured loans and invested in the project not to be withdrawn during the currency of LICHFL loan. Interest on them not to be paid if LICHFL dues are in arrears.</p> <p>g. Till repayment of our loan there should not be any change in capital structure and/ or shareholding pattern of the Borrower / Co-borrower Company without previous written permission of LICHFL.</p> <p>h. The loan availed will be utilized solely for the construction/ development business purpose and shall not be deployed either directly or indirectly for any investment in stock exchange and/ or in capital market/ for land purchase.</p> <p>i. During the currency of LICHFL loan neither any liability nor any third party interest would be created by Promoters/ Directors/ Partners in respect of the Project 'Shriram Grandcity Phase-1'</p> <p>j. Undertaking that all the assets charged to LICHFL will be fully insured against all risks during the currency of LICHFL loan.</p> <p>k. No Alienation / dilution of promoter's share in the applicant company without previous written consent of LICHFL.</p> <p>l. To deposit balance receivables from already booked or sold units in the designated Escrow account.</p> <p>m. The Agreement for sale to be entered by the builder with the prospective customers (irrespective of negative lien) should contain the clause that property is mortgaged with LIC Housing Finance Ltd.</p> <p>n. None of the Directors/Company/Proprietor is appearing in the list of Caution Advices circulated by the Bank from time to time / RBI Defaulters list / RBI wilful defaulters list / CIBIL data base/ Caution list of ECGC.</p> <p>10. During the currency of LICHFL loan there should not be any change in shareholding pattern of Applicant Company</p>
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	<p>and / or Guarantor Company without prior written permission from LICHFL.</p> <p>11. No space from the project proposed to be financed will be sold without permission from LICHFL.</p> <p>12. Satisfactory Creditworthiness certificate from all the other lenders.</p> <p>13. Saleable area and all other aspects as mentioned in Project Details to match with Construction at site.</p> <p>14. Regional Office to obtain and found satisfactory :</p> <p>a) Number and quality of employees and contract labour engaged. Timeliness of payment of Employees' State Insurance Corporation (ESIC) and Employees Provident Fund (EPF) dues.</p> <p>b) Insurance details of workmen and the assets at the site.</p>
Disbursement Schedule	<p>Disbursements of the loan will be based on :-</p> <ol style="list-style-type: none"> 1. In proportion to investment of Promoters Contribution in the project. 2. Progress of Construction of Project. 3. Security cover of 1.50 times of outstanding loan to be maintained. <p>Subsequent disbursement to be made only after obtaining: -</p> <ol style="list-style-type: none"> 1. Printed Pamphlet / Brochure mentioning : <ol style="list-style-type: none"> a) The project is mortgaged to LICHFL b) NOC/permission from LICHFL will be provided for sale of flats / property if required. 2. Copy of advertisement depicting mortgage clause. 3. Display Board about mortgage has been affixed at the site and photos of the same to be kept in file. 4. Copy of sale agreement mentioning mortgage clause.
Other Conditions	<ol style="list-style-type: none"> 1. Monthly progress report along with sales report to be submitted. 2. Borrower to submit quarterly un-audited financials. 3. Borrower to submit audited financials within 6 months from the end of the relevant Financial Year. 4. Quarterly audit of the project by an auditor appointed by LICHFL – at the cost of the borrower. 5. LICHFL name should be displayed at conspicuous parts of the site mentioning that the project is financed by LICHFL. 6. Builder should ensure that maximum numbers of customers who intend to avail loan are referred to LICHFL for individual loans. 7. LICHFL reserves the right to appoint Security Trustee and the expenses has to be borne by the applicant company.

	<p>8. C.A. Certificate to be submitted within a period of 45 days for the utilization of funds at each stage of disbursement.</p> <p>9. Intimation to existing buyers to deposit the balance receivables in the escrow account opened for this loan.</p>
Payment of Interest & Repayment of Loan	<p>Interest : Interest to be paid monthly.</p> <p>Principal: After completion of moratorium period of 36 months from the first disbursement repayment in 20 monthly installments of Rs.4.00 Cr. each and the last four installment of Rs. 5.00 Cr. each.</p> <p>a The entire receivables from the project (excluding 4% receivables assigned to Government of West Bengal) including balance amount receivable from tied up sales would be routed through Escrow Account. The Interest and Principal repayment to be made from Escrow Account. The receipts should also include the balance payments receivable/to be received on the flats already sold in the project if any (prior to the proposed loan with LIC Housing Finance Limited)</p> <p>b The company / Firm to route all receivables in the project including sale proceeds, security deposits, any other payments and termination repayments into a designated Escrow Account.</p> <p>LICHFL can review the cash flows and accelerate/change the repayment schedule. In that case pre-payment charges will not be applicable.</p>

Kindly submit in writing the loan repayment schedule along with the acceptance of the loan offer within 30 days of issuance of LOL. Administrative fees to be paid simultaneously with the execution of acceptance of Loan Offer. If the first disbursement of loan is not availed within 6 months from the date of issuance of LOL, this offer gets cancelled.

Loan Agreement is to be finalized in consultation with Approved Law Firm.

Thanking you,

Yours faithfully,


 Regional Manager

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Other Conditions to be incorporated in LOL:-

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing guidelines for regulating the building construction activities. The Builder has to agree for adherence to the above National Building Code specifications in the Project.
2. Applicant/Borrower to adopt National Disaster Management Authority (NDMA) guideline to ensure safety of building especially against natural disasters.
3. All documentation charges and Quarterly Audit charges shall be borne by the Applicant Company / Firm. The Audit fees will be paid by LICHFL and the same to be reimbursed by the Applicant Company / Firm.
4. The said loan will be used for construction of housing "Shriram Grandcity Phase-1", Uttarpara Dist., Hooghly, West Bengal and it is clearly understood that the said loan or any part thereof shall not be utilized for any other purpose whatsoever.
5. LICHFL's individual Loan Schemes will be given wide publicity in the Builder's brochure and literature. Builder should ensure that maximum numbers of intending borrowers are sent to LICHFL for individual loans.
6. A clause to be incorporated in the Loan Agreement for referring individual loan applications to LICHFL.
7. Appropriate hoardings of LICHFL will be displayed on the project financed by LICHFL.
8. 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, Applicant Company / Firm shall reimburse to LICHFL 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 borrower to LICHFL in connection with the said loan facility.
9. It is the responsibility of the Applicant Company to ensure that the "Property" for which the loan is availed / and / or the "Property" taken as security for loan to be duly insured at the Applicant Company's/ Firms cost and expenses for all risk and the same to be assigned in favour of LICHFL.
10. The title of the property to be clear, marketable, unencumbered and the same to be satisfactory and acceptable to LICHFL. The search in the ROC and in the Sub-Registrar's Office to be done and the same should be satisfactory.
11. Approved Building Plan along with all other approvals from various authorities relating to the Project to be obtained for commencement and completion of the project. The details of the project are enclosed herewith.

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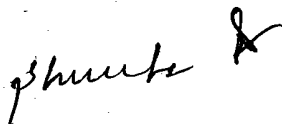
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12. Postdated cheques for the entire Principal amount covering the full tenure of loan to be taken.
13. NOC from other Financial Institutions and / or Banks from where the Builder might have taken loans for any other Projects if such an approval is stipulated in the agreement / arrangement with them.
14. The Applicant Company/Firm or any of their group Companies should not have defaulted with any of the lenders in the past. A declaration from the Applicant Company / Firm and a Confirmation from their auditors to be obtained in this regard.
15. The borrower shall not raise any loans for this project from any other source without prior written permission from LICHFL.
16. The Borrower will at all times maintain/open:
 - a Open a separate account with a bank acceptable to LICHFL, which account shall be used for the purpose of all disbursements of the said Loan made to borrower, which will be deposited by borrower in this account.
 - b Inform all the flat purchasers in the project, to draw all cheques in favour of this account and also undertake that all receivables in connection with this project are deposited only in this account.
 - c Utilize the funds from this account for the specific purpose of completion of this project and make repayments to LICHFL and not to any other purpose whatsoever; and
 - d LICHFL shall have full authority to monitor, including auditing all transactions through this account in such manner as it may deem necessary.
17. In the event Borrower sells any space in the project financed, borrower will deposit all the sale proceeds in the designated account opened and maintained as conveyed above. LICHFL will have the first option to adjust the sale proceeds against the principal outstanding/ other dues.
18. The Borrower will give the following irrevocable instructions to the concerned Bank with reference to the said account:
 - a That the Bank will be authorized to send to LICHFL statements pertaining to this account directly to LICHFL at such frequency as LICHFL may required at anytime.
 - b That LICHFL has a right to cause the Bank to freeze the account at any time without borrower's confirmation and that on the request of LICHFL, the Bank will on freezing the account or otherwise transfer the outstanding credit in the account to LICHFL, as instructed by LICHFL, without having to obtain any further instruction from borrower;



- c That the Bank will abide by any instruction that LICHFL may give to the Bank in connection with the said account without any reference to borrower.

Borrower shall procure and produce to LICHFL a written confirmation of the above from the Bank prior to execution of the loan agreement.

19. The Borrower will also undertake and confirm that in the event the cash flow in the account is not sufficient to service the said Loan, interest or other dues, the shortfall will be met through inflow of fresh funds therein by borrower in a manner and form as mutually acceptable to borrower and LICHFL. The support shall be kept valid until repayment of the entire loan with interest and all other dues.
20. The Borrower will not withdraw any funds to repay the principal to the providers of subordinate debt, if any, until repayment of the entire said Loan to LICHFL with interest and all other dues is made to LICHFL.
21. This letter of offer shall stand revoked and cancelled and shall be absolutely null and void if:
- a Any information as may be required by LICHFL from time to time pertaining to the project is not furnished in the form prescribed/ approved by LICHFL.
 - b There are any material changes in the proposal for which the said loan is sanctioned.
 - c Any material fact concerning borrower's profits, etc., or ability to repay, or any other relevant aspect of borrower's application of loan is withheld, suppressed, or concealed or not made known to us.
 - d Any statement made in the loan application is found to be incorrect or untrue.
22. C. A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursements.
