



Ref: TCHFL/August 18/015

Date: 29-08-2018

Revised: 31-08-2018

To,  
SUGAM DIAMOND ABASAN LLP,  
7B, Pretoria Street, 2nd Floor,  
Kolkata – 700071.

Kind Attn: Mr Vivek Kumar Kajaria, Mr Navin Kumar Bhartia, Mr Ashok Saraf

Re: Construction Finance (CF) facility of Rs. 35.00 Crores to M/s SUGAM DIAMOND ABASAN LLP for Construction Finance (CF) of Project "MORYA" situated at 88A, B. L. SAHA ROAD, P.O. ALIPORE, P.S. BEHALA, KMC WARD NO.116, KOLKATA - 700053.

Dear Sir,

Tata Capital Housing Finance Limited (TCHFL) takes the pleasure in granting sanction to extend a Project Construction Finance facility for the project "MORYA" for an amount not exceeding **Rs. 35.00 Crores (Rupees Thirty-Five Crores Only)**. This sanction is subject to fulfillment of the terms and conditions entailed herein to the complete satisfaction of TCHFL.

This letter of sanction does not create any binding obligations on us to disburse funds till execution of appropriate loan and security documents and till such time same may be cancelled without any prior notice. Please note that this communication should not be construed as giving rise to any binding obligation on the part of TCHFL unless (i) you have returned the duplicate copy of this letter duly signed in token acceptance, and (ii) signed /executed the security/ other documents in connection with aforesaid facilities. Until such time, the sanction may be cancelled without any prior notice.

**TERMS AND CONDITIONS:**

|                  |   |
|------------------|---|
| Lender           | Tata Capital Housing Finance Limited  |
| Borrower Entity  | M/s SUGAM DIAMOND ABASAN LLP  |
| Co – Borrowers   | Mr Vivek Kumar Kajaria, Mr Ashok Saraf, Mr Navin Kumar Bhartia, Mr Suyash Saraf, Mr Suhel Saraf, Mr Shreyans Kajaria, Mrs Vineeta Bhartia, M/s Sugam Griha Nirmaan Ltd., M/s Goodluck Infradevelopers Pvt Ltd., M/s Super Diamond Nirman Pvt Ltd.<br><br>Note: Landowners to be consenting party to the loan and execute the registered Mortgage Deed in favour of TCHFL.   |
| Loan Amount      | Up to Rs. 35.00 Crores (Rupees Thirty-Five Crores Only)   |
| Rate of Interest | PLR of 16.85% minus 5.05% = <b>11.80%</b> per annum on monthly reducing & floating rate basis.<br>Presently Prime Lending Rate (PLR) as on date is 16.85%. Interest rate on repayment would change based on the changes in PLR as announced by TCHFL and/or as per the guidelines of GOI and any regulatory authority 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 month as per English calendar year in which PLR is changed. The change in PLR will be at the sole discretion of TCHFL. |



Sugam Diamond Abasan LLP  
*[Signature]*  
Partner / Authorised Signatory

**TATA CAPITAL HOUSING FINANCE LIMITED**

Corporate Identity Number U67190MH2008PLC187552

Park Plaza 2nd Floor Flat No. 2C & 2D South Block 71 Park Street Kolkata 700 016

Tel 91 33 6652 2300

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013 India



| Processing Fees             | 0.75% of the Loan Amount + Applicable Tax, to be collected upfront from Borrower.   |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
|-----------------------------|---|-------------------|--------------------------------|----------------------|--------------------------------|---------|---|-----|-------------------|-------|----------------------|---|-----|----------------|-------|----------------------|---|-----|----------------|---|--|---|-----|----------------|---|--|
| Nature of Facility          | <b>Project Construction Funding (CF)</b> for Phase 1 (Block B1, B2, A3 and A4) of Project titled Morya.   |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Tenure                      | <b>Door to Door - 54 months</b> including <b>30 months</b> of principal moratorium from the date of the first disbursement.   |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Principal Moratorium Period | <b>30 months</b> from the date of first disbursement (interest on outstanding amount to be paid during this period).  |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Loan Drawl Period           | <b>30 months</b> from the date of Loan Approval.<br>In partially disbursed case, TCHFL may consider extension of loan drawl period on specific request by Borrower, at sole discretion of TCHFL.  |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Purpose of Loan             | Towards construction of Project construction cost in relation to the project as permissible under RERA.   |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Asset Cover                 | <b>Asset cover</b> of minimum <b>1.75 times</b> of the outstanding loan amount to be maintained during currency of loan.<br>Note: Asset Cover will be considered on proportionate value of units with proportionate share of land where less than 20% collected on sold units and unsold units, subject to NOC not having been issued by TCHFL for release of such mortgaged units  |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Receivable Cover            | <b>Net receivable cover</b> of minimum <b>1.75 times</b> of the outstanding loan amount to be maintained during currency of loan.   |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Receivable Capitalization   | Sales proceeds/Booking Money from the project " <b>Morya Phase 1</b> " to be deposited in the TCHFL escrow account to be adjusted in the following manner: <table border="1" style="margin: 10px auto;"> <thead> <tr> <th>Sr No.</th> <th>Capitalization/ SI Sweep, %</th> <th>Duration</th> <th>Cumulative collections (Rs Cr)</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10%</td> <td>Initial 15 months</td> <td>25.00</td> <td>Whichever is earlier</td> </tr> <tr> <td>2</td> <td>20%</td> <td>Next 15 months</td> <td>50.00</td> <td>Whichever is earlier</td> </tr> <tr> <td>3</td> <td>40%</td> <td>Next 12 months</td> <td>-</td> <td></td> </tr> <tr> <td>4</td> <td>50%</td> <td>Next 12 months</td> <td>-</td> <td></td> </tr> </tbody> </table> <p><b>No interest set off with capitalization during moratorium however capitalisation is inclusive during repayment.</b> If the amount received by capitalization is insufficient to service the monthly installments (MI), the Borrower shall have to make good the shortfall from its own funds. Any default in paying MI, net of amount already adjusted during the month through capitalization shall be construed as an Event of Default.</p> | Sr No.            | Capitalization/ SI Sweep, %    | Duration             | Cumulative collections (Rs Cr) | Remarks | 1 | 10% | Initial 15 months | 25.00 | Whichever is earlier | 2 | 20% | Next 15 months | 50.00 | Whichever is earlier | 3 | 40% | Next 12 months | - |  | 4 | 50% | Next 12 months | - |  |
| Sr No.                      | Capitalization/ SI Sweep, %   | Duration          | Cumulative collections (Rs Cr) | Remarks              |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| 1                           | 10%   | Initial 15 months | 25.00                          | Whichever is earlier |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| 2                           | 20%   | Next 15 months    | 50.00                          | Whichever is earlier |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| 3                           | 40%   | Next 12 months    | -                              |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| 4                           | 50%   | Next 12 months    | -                              |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |
| Details of Project          | Project titled " <b>Morya</b> " being constructed on all that land measuring about 15 bighas, 16 cottahs, 6 chittacks and 38 sq. ft. along with structure standing thereon forming part of R.S. Dag nos.533, 534, 535, 536 and 537 and portions of R.S. Dag nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 under R.S. Khatian nos.34, 36, 38, 81, 90 and 689, J.L. no.10 in Mouza Italgata under P.S. Behala in the District South 24 Parganas presently known and numbered as municipal Premises no.88A, Basanta Lal Saha Road (B.L. Saha Road), Kolkata-700053 under municipal Ward no.166 within the limits of Kolkata Municipal Corporation.  |                   |                                |                      |                                |         |   |     |                   |       |                      |   |     |                |       |                      |   |     |                |   |  |   |     |                |   |  |

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|  |   |   |
|--|---|---|
| Landowners of the Project / Security Providers | Name of the Owner of land   | M/s. Orbit Towers Pvt. Ltd. and others (Refer Annexure III) |
|  | Document Number (Sale Deed No. / Lease Deed No.)  | Deed of Conveyance no. 08762 for the year 2010 and others   |
|  | Date of Document  | 25-08-2010  |
|  | Full Address with Survey No. / CTS No.  | Refer Details of project                                    |
|  | Total Project Land Area (Sq. Mtr / Sq. Ft.)   | about 15 bighas, 16 cottahs, 6 chittacks and 38 sqft.       |
| Security                                       | <ol style="list-style-type: none"><li>1. Registered Mortgage of the project titled "Morya" being constructed on all that land measuring about 15 bighas, 16 cottahs, 6 chittacks and 38 sq. ft. along with structure standing thereon forming part of R.S. Dag nos.533, 534, 535, 536 and 537 and portions of R.S. Dag nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 under R.S. Khatian nos.34, 36, 38, 81, 90 and 689, J.L. no.10 in Mouza Italgata under P.S. Behala in the District South 24 Parganas presently known and numbered as municipal Premises no.88A, Basanta Lal Saha Road (B.L. Saha Road), Kolkata-700053 under municipal Ward no.166 within the limits of Kolkata Municipal Corporation.</li><li>2. Hypothecation of receivables from sold and unsold units of the Project "MORYA" Phase 1 along with all cash flow and future receipts including insurance, etc.</li><li>3. Escrow routing of receivables (from sold &amp; unsold units of Phase 1) of project "MORYA". TCHFL First Charge on project designated escrow account.</li><li>4. Asset cover of 1.75x and Net Receivable Cover of 1.75x to be maintained during live tenure of TCHFL loan.</li><li>5. Debt Service Reserve Account (DSRA), equal to <b>1-months'</b> interest on loan amount to be maintained during the currency of loan. (Either in the form of FD with lien marked to TCHFL or as float of equivalent amount in Escrow Account).</li><li>6. Registration of charge with ROCs within stipulated timeline of 30 days.</li><li>7. Registration of charge with Central Registry.</li><li>8. TCHFL shall be empowered to invoke Security / Collateral on occurrence of any one or more events of default</li><li>9. Release of any security will be at sole discretion of TCHFL.</li></ol> |   |
| Escrow Arrangement                             | <p>Borrower/s would in respect the Project open such accounts as may be required by TCHFL and as may be required under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations there under (collectively "RERA Act") with a scheduled bank designated by TCHFL.</p> <p>The waterfall mechanism and collection of all the receivables of the Project and the withdrawal from each of such account shall be in the manner as may be stipulated by TCHFL from time to time.</p> <p>TCHFL shall be entitled to audit such expenses and on its satisfaction may instruct Escrow</p>   |   |

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|                          | Bank to permit / not permit the Borrower for drawl of the money.  |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
|--------------------------|---|---------------------------------------|------------------------|---------------------------------------|-----------------------|------------------|---|---|---|----|----|---|---|----|----|-----|---|---|----|-----|-----|---|---|----|-----|-----|---|---|----|-----|-----|---|---|----|-----|-----|---|---|----|-----|-----|---|---|----|-----|-----|---|---|----|-----|-----|----|---|----|-----|-----|--------------|-----------|-----------|------------|------------|
| Mode of Repayment        | 1. Pre Monthly Installment (Pre-MI) /Monthly Installments (MI) serviced by Auto Debit mode from Expense Escrow Account with designated escrow bank / RTGS / NEFT or any other mode.<br>2. Interest to be serviced on amount disbursed & outstanding loan component on monthly basis.  |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| Repayment Schedule       | Pre-MI for the TL to commence from the date of first disbursement and to be paid till the principal moratorium period and MI for the TL to commence from the following month on the amount disbursed.   |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| Monthly Installment (MI) | <b>Rs. 1,64,43,045/- for 24 months'</b> subject to variation in the PLR, remaining tenure of the loan and capitalization satisfaction.  |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| Prepayment Penalty       | <b>Prepayment penalty @2% plus applicable taxes</b> on the principal prepaid at the time of prepayment.<br>However, prepayment charges will not be levied in respect of the Principal amount being adjusted / repaid out of the sale proceeds of the said Project.  |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| Interest on default      | Additional Interest @4% per month on delayed interest and principal installments. (Calculated from due date till the date of payment).  |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| Disbursement             | <p>Disbursement will be released in single / multiple tranche based on milestone defined subject to certification by Chartered Accountant and Panel Valuer.</p> <p><b>Disbursement milestones:</b></p> <table border="1"> <thead> <tr> <th>Tranche#</th> <th>Tranche Amount (Rs Cr)</th> <th>Cumulative TCHFL disbursement (Rs Cr)</th> <th>Construction stage, %</th> <th>Booking stage, %</th> </tr> </thead> <tbody> <tr><td>1</td><td>5</td><td>5</td><td>3%</td><td>8%</td></tr> <tr><td>2</td><td>5</td><td>10</td><td>9%</td><td>12%</td></tr> <tr><td>3</td><td>5</td><td>15</td><td>15%</td><td>15%</td></tr> <tr><td>4</td><td>4</td><td>19</td><td>20%</td><td>20%</td></tr> <tr><td>5</td><td>3</td><td>22</td><td>25%</td><td>25%</td></tr> <tr><td>6</td><td>3</td><td>25</td><td>30%</td><td>30%</td></tr> <tr><td>7</td><td>3</td><td>28</td><td>35%</td><td>35%</td></tr> <tr><td>8</td><td>3</td><td>31</td><td>40%</td><td>40%</td></tr> <tr><td>9</td><td>2</td><td>33</td><td>45%</td><td>44%</td></tr> <tr><td>10</td><td>2</td><td>35</td><td>50%</td><td>48%</td></tr> <tr><td><b>Total</b></td><td><b>35</b></td><td><b>35</b></td><td><b>50%</b></td><td><b>48%</b></td></tr> </tbody> </table> <p>Any disbursement beyond initial Rs 5 crore to be subject to opening of escrow account, DSRA creation, and all pending compliances.<br/>Latest booking MIS, CA Certified cost statement to be submitted along with further tranche release request.</p> | Tranche#                              | Tranche Amount (Rs Cr) | Cumulative TCHFL disbursement (Rs Cr) | Construction stage, % | Booking stage, % | 1 | 5 | 5 | 3% | 8% | 2 | 5 | 10 | 9% | 12% | 3 | 5 | 15 | 15% | 15% | 4 | 4 | 19 | 20% | 20% | 5 | 3 | 22 | 25% | 25% | 6 | 3 | 25 | 30% | 30% | 7 | 3 | 28 | 35% | 35% | 8 | 3 | 31 | 40% | 40% | 9 | 2 | 33 | 45% | 44% | 10 | 2 | 35 | 50% | 48% | <b>Total</b> | <b>35</b> | <b>35</b> | <b>50%</b> | <b>48%</b> |
| Tranche#                 | Tranche Amount (Rs Cr)  | Cumulative TCHFL disbursement (Rs Cr) | Construction stage, %  | Booking stage, %                      |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 1                        | 5   | 5                                     | 3%                     | 8%                                    |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 2                        | 5   | 10                                    | 9%                     | 12%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 3                        | 5   | 15                                    | 15%                    | 15%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 4                        | 4   | 19                                    | 20%                    | 20%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 5                        | 3   | 22                                    | 25%                    | 25%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 6                        | 3   | 25                                    | 30%                    | 30%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 7                        | 3   | 28                                    | 35%                    | 35%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 8                        | 3   | 31                                    | 40%                    | 40%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 9                        | 2   | 33                                    | 45%                    | 44%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| 10                       | 2   | 35                                    | 50%                    | 48%                                   |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| <b>Total</b>             | <b>35</b>   | <b>35</b>                             | <b>50%</b>             | <b>48%</b>                            |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |
| Disclosure Norms         | Borrower would publish in all marketing material, the fact that the Project has been  |                                       |                        |                                       |                       |                  |   |   |   |    |    |   |   |    |    |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |   |   |    |     |     |    |   |    |     |     |              |           |           |            |            |

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|-------------------------------|---|---|---|
|                               | approved & financed by TCHFL. Borrower/developer to put up a board at the project site displaying that the project is approved and financed by TCHFL. The marketing materials / boards used by the Borrower for the Project would be subject to scrutiny by the TCHFL at any point of time.   |   |   |
| Pre – Disbursement Conditions | <ol style="list-style-type: none"> <li>1. List of Pre Disbursement Documents Required (As per Annexure IV)</li> <li>2. Bookings to be verified prior to the disbursement.</li> <li>3. Clear, Marketable &amp; Unencumbered title to the properties provided as security.</li> <li>4. Vetting Report from the empaneled lawyer.</li> <li>5. Compliances required under the <b>Companies Act 1956 and the Companies Act 2013 and LLP Act 2008</b> for the borrowings by the Public / Pvt. Ltd. Company/LLP.</li> <li>6. Affidavit cum undertaking from the promoters that <b>“M/s Sugam Diamond Abasan LLP”</b> shall not violate the sanction plan approved by the competent authority and that the construction shall be strictly as per sanction plan.</li> <li>7. CA certified Net Worth statement applicable for all borrowers.</li> <li>8. CA certified latest list of partners and directors to be documented for all the respective entities, if applicable.</li> </ol> |   |   |
| Covenants                     | <b>S. No.</b>   | <b>Covenant</b>   | <b>Timeline</b>   |
|                               | 1   | Creation of Security in favour of TCHFL in the form and manner acceptable to TCHFL (Applicable in case of Takeover) | Prior to disbursement   |
|                               | 2   | CA certified End Usage Letter   | Within 30 days of each disbursement tranche or before next tranche disbursement, whichever is earlier |
|                               | 3   | Registration of TCHFL charge on properties with ROC. (Applicable in case of Companies and LLPs).                    | Within 30 days from the date of creation of charge.   |
|                               | 4   | Monthly / Quarterly Report of Sales, Construction Progress & Collections of the project “Project Title”.            | Within 7 days from the end of month / Quarter.  |
|                               | 5   | Escrow account shall be opened with designated Escrow Bank.   | Within 30 days of the first disbursement.   |
|                               | 6   | CA Audit of Project Sales, Receivables, project Cost and Financials as per TCHFL policy.                            | Quarterly.  |
|                               | 7   | Audited Financials of Borrower.   | Within 180 days of the close of the financial year.   |
|                               | 8   | Quarterly TDS Certificate   | To be submitted within 30 days from the end of quarter.   |
|                               | Any non-compliance of above covenants will be treated as event of default.  |   |   |
| Other special conditions:     | <ol style="list-style-type: none"> <li>1. <b>Receivables/Equity takeout</b> is permitted up to Rs.5.00 Crs. once project reaches 20% stage of construction and minimum additional sales of 30 units (22% bookings), subject to TCHFL concurrence. Promoters’ equity not to fall below Rs 36.46 crore in Phase I during the currency of TCHFL facility.</li> </ol>   |   |   |



Sugam Diamond Abasan LLP

*[Signature]*  
Partner / Authorised Signatory

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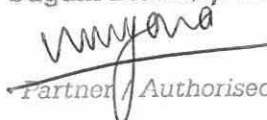




|          |   |
|----------|---|
|          | <ol style="list-style-type: none"><li>2. Further promoters' contribution (including Unsecured Loans), if required, to be brought in as per detailed in the cash flow prepared.</li><li>3. If any unit is being sold at price lower than the Minimum Sale Price (Rs.7600/Sq. ft. for residential 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 minimum Receivable Cover and Asset cover.</li><li>4. The Borrower shall pass on all leads / enquiries for home loan applications of individual purchasers to TCHFL, who shall have the first right to consider such applications as a Preferred Financier.</li><li>5. Borrower to obtain NOC for sale of units in the project. Issuance of NOC will be at the sole discretion of TCHFL and further subject to escrowing of future receivables in designated escrow account and maintaining requisite security cover of the total loan amount outstanding.</li><li>6. The Borrower will inform all the flat / unit purchasers sold/to be sold suitably that the amount towards demand raised has to be deposited in the designated Escrow account. The receivables from sold/unsold are to be deposited in designated escrow account.</li><li>7. Property insurance in favour of TCHFL to be done within 30 days of the disbursement of the 1st tranche.</li><li>8. TCHFL reserves the right to sell the unsold inventory at discount in the event of default.</li><li>9. TCHFL reserves the right to rearrange the payment schedule and to call upon the Borrower/ its Directors/ Promoters to accelerate the payments, if Borrower's financial position so warrants.</li><li>10. TCHFL reserves the right to inspect the work site and books of account of the Borrower by any of its officials; at the cost of borrower.</li><li>11. All legal and incidental expense including valuation/ legal search /ROC search/ Stamp Duty and Out of Pocket expenses in connection with proposed credit facility will have to be borne by the Borrower.</li><li>12. MI during repayment will be charged on the outstanding loan amount after satisfaction of capitalisation.</li><li>13. Independent validation of bookings to be done by TCHFL prior first release and prior to each tranche disbursement.</li><li>14. RERA/HIRA A/c &amp; Expense Escrow account shall be opened with TCHFL designated bank.</li><li>15. TCHFL reserves unconditional right to alter/cancel/modify the existing un-utilized credit limit/un-utilized sanctioned limit without any prior notice along with stipulated terms and conditions.</li></ol> |
| Validity | The sanction is valid for a period of 30 days from the date of issuance of this sanction letter.  |

This sanction letter is subject to satisfactory completion of comprehensive legal, financial, technical of security and other due diligence of the Borrower and Co-Borrower and execution of all such documents as may be required by TCHFL including

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documents required for valid security creation. The Borrower and Co-Borrowers 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 letter supersedes all other sanction letter issued for this facility, if any.

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

**General Terms and Conditions:**

1. Borrower will comply for adherence of National Building Code (NBC) Specifications, formulated by Bureau of Indian Standards.
2. Borrower to adopt National Disaster Management Authority (NDMA) guideline to ensure safety of building especially against natural disasters.
3. 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, borrower shall reimburse to TCHFL 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 in connection with the said loan facility.
4. All the assets to be charged to TCHFL have to be duly insured for all the risks (Construction at Risk-CAR) at borrower's cost, to be assigned in favor of TCHFL.
5. The borrower shall not raise any loans for the said project from any other source without prior written permission from TCHFL.
6. 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.
7. Borrower shall keep TCHFL informed of the happening of the event likely to have substantial affect on the profit / business or circumstances adversely affecting the financial position of borrower, its subsidiaries / group companies in which it has invested, including any action taken by creditors against the said companies, legally or otherwise.
8. TCHFL reserves 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.
9. This sanction shall stand revoked and cancelled if:
  - a) There are material changes in the proposal for which the assistance is considered and in the information provided by borrower on the basis of which the loan has been sanctioned.
  - b) There are material changes in the Borrower's financial performance.
  - c) 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.
  - d) Unsatisfactory track record in respect of any other finance facility availed by the borrower.
  - e) Any other reason which can have a detrimental impact on the Project, its timely completion and/or Bookings.
  - f) Any information as may be required by TCHFL from the Borrower, Co-Borrowers and guarantors, time to time pertaining to the Project / secured Property is not furnished in the form prescribed / approved by TCHFL within a period of 30 days.
  - g) Borrower fails to comply with any of the provisions of RERA/HIRA Act or any guidelines/notifications issued by regulators, and fails to comply with any request of TCHFL either with respect to any act to be done or not done under RERA/HIRA or otherwise.
  - h) If there is a revocation of registration by RERA/HIRA.

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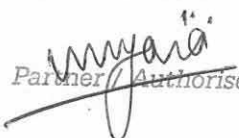
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10. An affidavit shall be submitted by the Borrower and/or property owner with regard to the Property that:
- No proceedings under Income Tax Act and any taxation laws are pending or going on and no arrears of tax, including the interest in the respect of the security are pending.
  - The security is not attached by any Government/ Tax Authorities.
  - All the obligations/payments to Municipal Authorities etc. shall be made by Borrower/property owner in time.
  - The Property is in the possession of the Borrower/ Security provider.
  - No third party interest, including license/tenancy rights have been created or will be created without TCHFL prior written permission.
  - The Security is free from any court/municipal proceedings, attachments etc.
  - That the said security is free from all dispute, charges, taxes, litigation, attachment anywhere in India.
11. Undertaking from the Borrower and Co – Borrower that:
- No suit / case has been filed by any banks or any Financial Institutions against borrowers or any of firms / companies in which they are partners / directors / guarantors. Further no account of the borrowing companies / firm / LLP or group companies / firms / LLPs has been declared NPA by any banks / Financial Institutions.
  - All legal and incidental expense including stamp duty and out of Pocket Expenses in connection with the proposed credit facility will be borne by the Borrower.
  - The transactions with the associate/ group concerns/ if any will be genuine trade transactions and on commercial terms.
  - Borrower should not embark upon any expansion/ diversification/ restructuring/ alliance/ mergers/ acquisitions without prior permission in writing from us.
  - Till repayment of TCHFL loan there should not be any change in capital structure / shareholding pattern / partnership of the Borrower / Firm without prior written permission of TCHFL.
  - No case/proceedings are pending against them on account of any default/violations under FEMA, Customs, and Taxation and Exchange control Regulations.
  - 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.
  - No person shall be inducted as Director / Partner of borrower entity whose name appears in the list of Willful Defaulters of RBI / NHB and if such a person is found as a Director in borrowing entity the applicant company / partner in the firm, the other Directors' / partners' would take expeditious and effective steps for removal of such person from the Board of the borrowing entity.
  - All the assets charged to TCHFL has to be fully insured against all risks during the currency of TCHFL loan.
  - The unsecured loans raised from friends, relatives and directors etc. for this project shall remain in this project business on continuous basis and these loans shall not be withdrawn during the currency of the loan without prior written permission from TCHFL and such loans shall be subordinated to TCHFL loan.
  - Borrower will notify TCHFL of impacts on its financial position/ performance periodically. The Borrower will keep TCHFL informed of any circumstances adversely affecting its financial position.
  - Periodic information as required by TCHFL will be submitted whenever required.
  - Borrower shall in addition to any other data, books and accounts maintained in the ordinary course of business furnish / provide within 30 days from the date of requisition. In case of as non-compliance, it will be treated as default and penalty may be charged. **Sugam Diamond Abasan LLP**



  
Partner / Authorised Signatory

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- n) Borrower shall not create any further charge on the security offered to TCHFL, without written approval from TCHFL.
- o) The proposed loan will be utilized only for the intended purpose.
- p) During the currency of our loan, borrower 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 funds.
  - Undertake guarantee or obligations on behalf of any other firm/company.
12. The Sanction is subject to following Real Estate Regulatory Authority (RERA) Compliances, if RERA is in effect within the state:
- a) The project to be compliant with RERA guidelines;
- b) Borrower and Project at the time of execution of this Sanction Letter, have been in compliance and shall continue to comply with the provisions of RERA Act. The Borrower shall execute all such documents, get all such approvals and make all such representations as may be required by TCHFL from time to time in order to ensure that the Project and Borrower are in compliance with all the provisions of RERA Act;
- c) Borrower shall forthwith disclose the details of the loan provided by TCHFL on the website of the RERA;
- d) Borrower shall forthwith intimate TCHFL about any claims, notices, intimations etc. as may be received from any of the allottees, RERA or any other person in relation to the Project;
- e) Borrower shall obtain the written consent of TCHFL prior to proposing any change in the sanctioned/proposed plan of the Project, which may change the projected cash flows of the Project as disclosed to RERA and TCHFL;
- f) Without prejudice to the other rights of TCHFL and/or the provisions of this Sanction Letter and/or the other documents in relation to the Loan, the Borrower shall provide forthwith a copy of certificates, information, documents and updates as may be provided/required to be provided to RERA under the RERA Act and/or the rules and regulations there under;
- g) Borrower shall ensure that the stage wise time schedule of the Project as disclosed to RERA and the allottees at the time of allotment are adhered to;
- h) Borrower shall do all such acts as may be required to ensure that the completion/ occupancy certificate (as defined under the RERA Act) for the Project is obtained on or before the date of completion as disclosed to the allottees and RERA;
- i) Borrower shall not make any false/incorrect representations/disclosures to RERA or any of the allottees or TCHFL;
- j) In the event any interest or penalty is required to be paid by the Borrower to any person pursuant to the provisions of RERA Act, the Borrower shall pay such interest and/or penalty from its own sources (without creating any encumbrance over the Project or any part thereof);
- k) Without prejudice to the other rights of TCHFL and/or the terms and conditions of the documents in relation to the amount sanctioned hereunder, in the event the non-registration by RERA, the same shall be treated as an event of default;

Yours truly,  
For Tata Capital Housing Finance Limited,

Name: Suman Ghosal;  
Designation: Regional Manager, Developer Finance Business – East.



Sugam Diamond Abasan LLP

Partner / Authorised Signatory

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**Accepted by:**

|                              |   |
|------------------------------|---|
| M/s SUGAM DIAMOND ABASAN LLP | <p>Sugam Diamond Abasan LLP</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p> |
| Mr Vivek Kumar Kajaria       | <p><i>[Signature]</i></p>   |
| Mr Navin Kumar Bhartia       |   |
| Mr Ashok Saraf               |   |
| Mr Suyash Saraf              |   |
| Mr Suhel Saraf               |   |
| Mr Shreyans Kajaria          | <p><i>[Signature]</i></p>   |
| Mrs Vineeta Bhartia          |   |
| M/s Sugam Griha Nirmaan Ltd. |   |



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|                                       |  |
|---------------------------------------|--|
|                                       |  |
| M/s Goodluck Infradevelopers Pvt Ltd. |  |
| M/s Super Diamond Nirman Pvt Ltd.     |  |

**Annexure:**

Annexure I - Cash Flows for the Project

Annexure II- List of unsold Units

Annexure III - Details of Landowners and Leaseholder:

Name of Land owner: **1) M/s. Orbit Towers Pvt. Ltd., 2) M/s. Sugam Griha Nirmaan Ltd., 3) M/s. Goodluck Infradevelopers Pvt. Ltd., 4) M/s. Super Diamond Nirman Pvt. Ltd.**

Name of Developer of Land: **M/s. Sugam Diamond Abasan LLP.**

Annexure IV – List of Pre Disbursement Documents Required:

- Accepted sanction letter,
- Duly Executed Facility Agreement and other legal security documents with the Borrower and Guarantor,
- Partnership Authority Letter,
- Demand Promissory Note,
- Declarations / Undertakings / Affidavits, etc., if required;
- Escrow Account & documentation,
- Lien Letter on sale proceeds,
- Registered mortgage on security and hypothecation of Receivables,
- Extension of charge on Existing Security, if any;
- Approved maps, permissions etc.,
- Notarized Power of Attorney to be executed in favor of TCHFL authorizing TCHFL to recover and realize all present and future book debts / receivables, etc. to the extent of loan amount and interest (including interest on default) due,
- Constitutional documents,
- Signature Verification of the signatories to the Facility Agreement,
- Self-attested KYC documents, ITR & Financials of Borrower, Co-borrower, Promoters, Guarantors / Authorized Signatories.

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- o) Title search Report (by TCHFL Empanelled lawyers),
- p) Valuation report from two Empanelled Technical Valuer/s on TCHFL format with comments on availability of all statutory approvals required for the project.
- q) Security PDC's as per TCHFL policy to be collected,
- r) CA certified latest list of partners with profit sharing ratio.
- s) CA certified Net Worth statement applicable for all borrowers.
- t) The cash flows duly signed by the borrower/ developer.
- u) Approved plans and all permissions applicable for the project.
- v) Any other documents, information, certificates etc. as may be required by TCHFL.



  
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