

Borrower: M/s Rajwada Developer

Guarantors:

1. Parveen Agarwal
2. Bikash Agarwal
3. M/s Rajwada Group

Date: 10. May, 2017

Address: Windsor Green Apartments,
 26, Mahamaya Mandir Road,
 Mahamayatala Tala,
 Garia, Kolkata,
 West Bengal – 700 084


Kind Attn.: Mr. Parveen Agarwal

Dear Sir,

Edelweiss Retail Finance Limited (ERFL) takes pleasure in sharing a sanction letter for extending a Project Construction Finance facility for your "Rajwada LakeBliss" project for an amount not exceeding Rs. 10 Crs. (Rupees Ten Crores only). This in-principle sanction is subject to fulfillment of the terms and conditions entailed herein in entirety to the complete satisfaction of ERFL.

TERMS AND CONDITIONS

Lender	Edelweiss Retail Finance Limited
Borrower & Guarantor	Borrower : M/s Rajwada Developer Guarantors : 1. Parveen Agarwal 2. Bikash Agarwal 3. M/s Rajwada Group
Loan Amount	Upto INR 10 Crs (Rupees Ten Crores only) by way of Term Loan
Tenure	18 months (excluding principal moratorium of 18 months)
Upfront Fees	0.75% of the Loan Amount + Applicable Service Tax, to be collected upfront
Type of Loan	Project Construction Finance
Loan Drawl Period	18 months
Principal Moratorium Period	18 months inclusive of loan drawl period (interest on disbursed amount to be paid during this period)
Details of Project	Project to be financed is a residential project known as 'Rajwada LakeBliss' along with the construction thereon on land admeasuring 76 cottahs, 11 Chittaks and 40



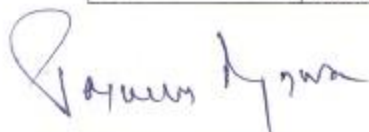


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 RAJWADA GROUP
 Partner



PARTNER

	<p>sq. ft. located at R.S. Dag nos.1751, 1752, 1806, 1807 & 1808 and L.R. Dag nos.1833, 1834, 1892, 1893 & 1894 under R.S. Khatian no.1097 and L.R. Khatian nos.1717 & 2438, J.L. no.50 in Mouza Kusumba under P.S. Sonarpur in the District South 24 Parganas presently known and numbered as municipal Holding nos.1491 & 1492, Kusumba under municipal Ward no.7 within the limits of Rajpur-Sonarpur Municipality.</p>
Type of Security	<p><u>Registered Mortgage of the following property:</u></p> <p>Primary Security: Project 'Rajwada LakeBliss' on land admeasuring 76 cottahs, 11 Chittaks and 40 sq. ft. located at R.S. Dag nos.1751, 1752, 1806, 1807 & 1808 and L.R. Dag nos.1833, 1834, 1892, 1893 & 1894 under R.S. Khatian no.1097 and L.R. Khatian nos.1717 & 2438, J.L. no.50 in Mouza Kusumba under P.S. Sonarpur in the District South 24 Parganas presently known and numbered as municipal Holding nos.1491 & 1492, Kusumba under municipal Ward no.7 within the limits of Rajpur-Sonarpur Municipality.</p> <p>Ownership – M/s Rajwada Group</p> <p>Hypothecation of all present and future receivables from the project 'Rajwada LakeBliss'</p> <ol style="list-style-type: none"> 1. Security value Equivalent to 1.5 times on land/2 times on land plus construction to be maintained (at any point of time within the tenor of the loan 2. addition security (additional security may be Cash/property to the satisfaction of ERFL) will be provided by the Borrower and all the cost of security creation will be borne by Borrower. 3. Escrow arrangement 4. Lien on unsold Units in the Project "Rajwada LakeBliss": ERFL 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 ERFL to this effect.
Escrow Account	<p>Borrower would open an Escrow account with ICICI/Kotak Mahindra Bank within 30 days of disbursement of TL & all the developer's share of receivables of the Project "Rajwada LakeBliss" would get deposited in this account. The repayment of the Loan would be by way of sweep in instructions from the Escrow Account.</p> <p>At any given time, the float available in the escrow account should be \geq One whole month's interest on total disbursed loan amount during the currency of the loan. Float may be maintained in the form of FD with ERFL's lien or in cash as mutually agreed.</p> <p>Mandatory prepayment from Escrow Account of all future sales receivables of the developer from the project to the extent of 15% during the Principal Moratorium of</p>





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RAJWADA GROUP



	the loan																					
Mode of Repayment	<ol style="list-style-type: none"> 1. Interest/Monthly Installment serviced by sweep in mode from Escrow Account with ICICI Bank 2. Interest to be serviced on partly disbursed loan component on monthly basis 3. Monthly Installment to commence from the following month of the last Disbursement availed within stipulated loan drawl period 																					
Repayment Schedule	Interest 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 the Loan Drawl period. In case amount of drawdown 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 ERFL.																					
Monthly Installment	61,79,809/- (18 monthly installments) subject to variation in the MRR																					
Mandatory prepayment from Escrow Account	Mandatory prepayment from Escrow Account of all future sales receivables from the project belonging to the Developer's share to the extent of 15% during the principal moratorium period.																					
Rate of Interest	MRR of 19.50%* - 4.75 % = 13.75% per annum on monthly reducing & floating rate basis *Presently Mortgage Reference Rate (MRR) as on date is 19.50%. Interest rate on repayment would change based on the changes in MRR as announced by ERFL from time to time. This would lead to change in Interest payable to ERFL. The rate shall be applied by ERFL on the first date of following quarter as per English calendar year in which PLR is changed.																					
Prepayment Penalty	Prepayment penalty to be 4% on the amount prepaid. No Prepayment penalty on principal repaid through Sales receivable capitalization from the project																					
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	To be used towards the construction of the project "Rajwada LakeBliss"																					
Disbursement	Disbursement to be done in a single tranche as detailed below: <table border="1" data-bbox="480 1438 1388 1684"> <thead> <tr> <th>Disb Tranche</th> <th>Construction Stage</th> <th>Booking</th> </tr> </thead> <tbody> <tr> <td>300.00</td> <td>14%</td> <td>18%</td> </tr> <tr> <td>200.00</td> <td>20%</td> <td>27%</td> </tr> <tr> <td>200.00</td> <td>30%</td> <td>34%</td> </tr> <tr> <td>200.00</td> <td>40%</td> <td>40%</td> </tr> <tr> <td>100.00</td> <td>55%</td> <td>45%</td> </tr> <tr> <td>1000.00</td> <td></td> <td></td> </tr> </tbody> </table>	Disb Tranche	Construction Stage	Booking	300.00	14%	18%	200.00	20%	27%	200.00	30%	34%	200.00	40%	40%	100.00	55%	45%	1000.00		
Disb Tranche	Construction Stage	Booking																				
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1000.00																						
	1. Minimum Asset cover of 1.5X on land/ 2x on land plus construction to be																					

Power of Attorney

Bilal Agani

Bilal Agani

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RAJWADA LAKEBLISS

Bilal Agani

Edelweiss Retail Finance Limited

Corporate Identity Number: U67120MH1997PLC285490

Registered Office: Edelweiss House, Off. C.S.T Road, Kalina, Mumbai-400098, Maharashtra ☎ +91 22 4009 4400 ☎ +91 22 4019 4925

www.edelweissretailfin.com

	<p>maintained during the currency of the loan</p> <ol style="list-style-type: none"> 2. Mandatory prepayment out of sales proceeds of "Rajwada LakeBliss" project deposited in Escrow Account upto 15% during the principal moratorium period. 3. Float equivalent to 1 month's interest on disbursed loan amount to be maintained in the form of FD with lien marking by ERFL / cash in escrow account during the currency of both TLs. 4. Developer to intimate the existing customers of the project "Rajwada LakeBliss" (in writing) to route all the future receivables sold & unsold through the designated Escrow Account opened with ICICI Bank 5. Minimum rate of Rs. 2,900/- psf to be maintained for sale of balance units in the project <p>The Borrower needs to provide to ERFL a Registered Architect/Engineer certified Statement of Cost incurred prior to each disbursement demand. ERFL would have the statement validated through its panel Valuer and the same would be certified by the Valuer in his Project Technical report.</p>
Disclosure Norms	The Borrower would publish in all their marketing material, the fact that the Project has been financed by ERFL.
Status of Bookings	The Borrower would provide status of Bookings in the project as and when requested by ERFL by way of a declaration on his letter head. ERFL would be a preferred financier for retail Home Loans to the customers who have booked property in the Project.
Documents Required	<ol style="list-style-type: none"> 1. Accepted sanction letter 2. Facility Agreement and other legal formalities /documents are to be executed as necessary with the Borrower and Co-Borrower. 3. Board Resolution (in case of applicant being a company) 4. Resolution passed u/s.293(1)(a) and (d) at the AGM/EGM (in case of applicant being a public company or a private company which is a subsidiary of a public company) 5. Demand Promissory Note 6. Mortgage of the property / receivables 7. Hypothecation of receivables, if required 8. Declarations/ Undertakings/ Affidavits, etc, if required. 9. Escrow Account & documentation 10. Lien Letter on sale proceeds 11. Approved maps, plans, permissions etc. 12. Notarised Power of Attorney to be executed in favour of ERFL authorizing ERFL 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. 13. CA certificate for partner's capital a/c & unsecured loan a/c. balances 14. RTGS letter confirming payment of principal and interest on or before due date 15. Constitutional documents

for me

Bikal Agani

Bikal Agani

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 RAJWADA GROUP
Bikal Agani
 PARTNER

Edelweiss Retail Finance Limited

Corporate Identity Number: U67120MH1997PLC285490

Registered Office: Edelweiss House, Off. C.S.T Road, Kalina, Mumbai-400098, Maharashtra ©+91 22 4009 4400 ©+91 22 4019 4925

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	<ol style="list-style-type: none"> 16. Signature Verification of the signatories to the Facility Agreement 17. Self attested KYC documents, ITR & Financials of Borrower and Co-Borrowers, KYC documents of authorized signatory/ies to this loan 18. Latest Form 32 / list of Directors (in case of applicant being a company) 19. ROC Search Report (in case of applicant being a company) 20. NOC from Banks / Financial Institutions for to ERFL facility, if applicable. 21. Copy of Permanent Account Number (PAN) card of Borrower and Co-Borrowers and Authorised Signatory/ies. 22. Title search Report (by ERFL approved lawyers). 23. Chartered Accountant/empanelled lawyers/ empanelled valuers certified that the land has all the statutory approval of local authority or Municipal body as required. 24. 8 Security PDC's to be collected. 25. Certificate from Architects and Engineers / Structural Engineers, to the effect that the properties being mortgaged have been constructed as per National Building Code and that there are provisions to ensure safety of building against natural disasters (in terms of RBI Master Circular dated 1st July, 2011) 26. Any other documents as may be required by ERFL
<p>Undertakings by Borrower and Co-Borrower</p>	<p>The following Undertakings to be given by the Borrower and Co-Borrower/s:</p> <ol style="list-style-type: none"> a) All legal and incidental expense including 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 ERFL immediately. In case this information is found to be incorrect at a later stage or non-reporting of any subsequent proceedings, ERFL 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.

Signature of Borrower

Signature of Borrower

Signature of Borrower

RAJWADA GROUP
Signature of Partner

	<p>h) Undertaking that the proposed loan will be utilized only for the Construction Projects only and not for any capital expenditure.</p> <p>i) The firm/Borrower/Borrower shall undertake that during the currency of our loan, it shall not without ERFL's permission in writing –</p> <ul style="list-style-type: none"> - Implement any scheme of major expansion and acquire fixed assets. - Make investments/advances or deposit amounts with any other concern from ERFL fund. - Undertake guarantee or obligations on behalf of any other firm/company. <p>An affidavit shall be submitted by the Borrower/property owner with regard to the property that:-</p> <ul style="list-style-type: none"> • 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.
<p>Other special conditions:</p>	<ul style="list-style-type: none"> - Creation of mortgage on immovable property in the form of Residential / commercial property or converted vacant plots / sites and mortgage / hypothecation of receivables. - The security provided by the Borrower should be acceptable to ERFL and ERFL'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 ERFL approved valuer. The valuation of the property should be equal to or more than 1.5 times on land/2 times on land plus construction cost of the facility loan amount. In case the value of the property falls below 1.5 times on land/ 2 times on land plus construction cost of the facility loan amount the facility amount will be proportionately reduced so that the appropriate collateral margin will be maintained. - Disbursement shall be subject to receipt of satisfactory legal opinion on the property and Title Clearance Report by ERFL from its empanelled lawyer. - ERFL reserves its right to alter/ cancel and / or modify the credit limits / loan sanctioned and / or terms and payment conditions stipulated without notice

Signature

Signature

Signature

	<p>to the Borrower and without assigning any reason thereof in case of default in repayment of installment and /or interest/ Financial performance.</p> <ul style="list-style-type: none"> - ERFL 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 ERFL and as per the guidelines of RBI, GOI and any other regulatory authority. - ERFL 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. - ROC charge to be filled. (if applicable) - All stamp duties, other present and future duties to be paid by the Borrower all other cost to be borne by Borrower. - Charges on form 8 & 17 to be borne by Borrower - TDS deduction- Interest would be paid on gross amount without deducting the TDS. The Borrower has to provide the TDS certificates within 90 days that is end of the quarter or end of the financial year. TDS amount would be funded post receiving the TDS certificate.
POST DISBURSEMENT DOCUMENTS	ROC charge to be created within 30 days (if applicable)
PERIODICAL REVIEW REQUIREMENTS	The account to be reviewed on quarterly basis.

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 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 ERFL from the Borrower and Co-Borrowers, time to time pertaining to the Project / secured property is not furnished in the form prescribed / approved by ERFL over a period of 30 days.

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

Praveen Kumar

Bikash Agan

Bikash Agan

RAJWADA GROUP Partner

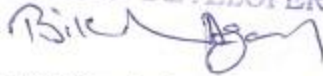
Bikash Agan
PARTNER

Yours truly,
For Edelweiss Retail Finance Limited



Name: _____
Designation: ANP-SALES-CF

Accepted
RAJWADA DEVELOPER



M/s Rajwada Developer

Guarantors:

1. Parveen Agarwal



2. Bikash Agarwal



3. Rajwada Group

RAJWADA GROUP

PARTNER