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Offer Letter

M/s Bhavyaa Green Builders,
A-405, Malviya Nagar,
Jaipur (Raj.)

Date: 16.06.2016

Dear Sir,

Subject: Rs.10,00,00,000/- (Rupees Ten Crore Only), Stand Alone Direct Loan.

With reference to your application and further to our recent discussions we set out below the terms of the proposed Construction Finance Non Corporate Housing Financial Facility. If this is acceptable please acknowledge and return a copy of this letter.

1	**Borrower**	M/s Bhavyaa Green Builders
2	**Amount**	Rs. 10,00,00,000/-
3	**Purpose**	Construction & Development of the Residential Project namely "Bhavyaa Green" situated at Khasra No. 101/1, Ram Nagariya, Tehsil Sanganer, Jaipur.
4	**Drawdown**	1. Loan to be drawdown within 30 days. Each drawing at least Rs 50,00,000/- (and an integral multiple of Rs 50,00,000/-) 2. If drawdown does not happen within 30 days all the terms of this letter is subject to review by HDFC.
5	**Term**	48 months from the date of first disbursement
6	**Repayment**	M/s Bhavyaa Green Builders will repay 25% of all the sale receipts of the project "Bhavyaa Green" towards principal repayment from the date of first disbursement or earlier at HDFC's option. This percentage receivables is subject to review on a quarterly basis based on HDFC's calculations. However M/s Bhavyaa Green Builders will ensure that the maximum principal outstanding from the date of 1st disbursement of the loan does not exceed as

		per the schedule below: At the end of 39th month: Rs.9 Crore At the end of 40th month: Rs.8 Crore At the end of 41st month: Rs.7 Crore At the end of 42nd month: Rs.6 Crore At the end of 43rd month: Rs.5 Crore At the end of 44th month: Rs.4 Crore At the end of 45th month: Rs.3 Crore At the end of 46th month: Rs.2 Crore At the end of 47th month: Rs.1 Crore At the end of 48th month : Nil Interest on the outstanding principal shall be paid monthly. M/s Bhavyaa Green Builders will open an Escrow Account and a Designated Account with HDFC Bank Ltd or with any other bank as acceptable to HDFC Limited. M/s Bhavyaa Green Builders will inform flat / unit purchasers to draw all cheques in favour of the Escrow Account and ensure that all receivables from the project are deposited in the Escrow account. 25% of all the moneys received in the Escrow account from the date of 1st disbursement, will be paid to HDFC towards principal repayment, this percentage is to be reviewed by HDFC on a quarterly basis based on HDFC's calculations. The balance funds will be transferred to the Designated Account and M/s Bhavyaa Green Builders will utilize it for construction of project financed and for interest payment to HDFC. Strict monitoring of the project will be done either by HDFC itself or may be outsourced.
7	**Security**	1. Mortgage of land measuring 2600 Sq Mts situated at Khasra No. 101/1, Ram Nagariya, Tehsil Sanganer, Jaipur along with construction thereon both present & future. 2. Exclusive charge on all receivables / cash flows / revenues including booking amounts arising out of or in connection with or relating to the project "Bhavyaa Green" situated at Khasra No. 101/1,

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		Ram Nagariya, Tehsil Sanganer, Jaipur under the documents entered into with the customers of the funded project by the Borrower and all insurance proceeds both present and future. 3. Extension of Charge of the project "Bhavyaa Glory" situated at Plot No D-32 & Plot No D-33, Shiv Officers Colony, Shri Govindpura, Ram Nagariya, Jagatpura, Jaipur along with construction thereon both present and future. 4. Personal Guarantee of Mr. Chander Mohan Arora, Mr. Anuj Arora, Mrs. Aruna Arora and Mrs. Shipra Arora. 5. Any/or other security of similar/higher value acceptable to HDFC.
8	**Security Cover**	Minimum 1.75 times
9	**Interest Rate**	As in the Facility Agreement, inter alia including but not limited to the following: 1. The rate of interest applicable on the said Financial Facility is linked to HDFC's Corporate Prime Lending Rate (HDFC CPLR). The HDFC CPLR as on date is 17.65% per annum and the Applicable Rate for the said Financial Facility will be 14% per annum. (HDFC CPLR – 365 bps). (a) You shall pay to HDFC interest on the said Financial Facility at the end of every month, i.e. on or before the last day of every month, at the Applicable Rate, plus tax or other statutory levy, if any. Provided the aforesaid Applicable Rate shall be reset at each "Reset Date" on the said Outstanding Financial Facility amount, based on the then prevailing HDFC CPLR rate and you shall thereafter pay interest at such reset rate. Provided the last interest installment shall be paid simultaneously with the last installment of the principal amount of the said Financial Facility. Interest shall be payable from the date of

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		first disbursement and shall be calculated on the basis of a year of 365 days (b) "Applicable Rate" shall mean HDFC Corporate Prime Lending Rate (CPLR) plus/ minus Spread that will be applicable from time to time on each disbursement of the said Financial Facility. (c) "Reset Date" shall mean 1st of every calendar month from which the Applicable Rate is calculated and becomes Applicable on the Borrower. (d) HDFC may, at its sole discretion, charge interest on the said Financial Facility at the weighted average Rate of interest on the disbursements made out of the said Financial Facility. For the purpose of this clause "weighted average rate" means the weighted mean of the Rates of interest Applicable to the said Financial Facility. 2. HDFC at its option and discretion may change the interest rate spreads as on the date of the signing of the Facility Agreement
10	Fees	
	(i) Commitment Fee	Nil
	(ii)Documentation Fee	Nil
	(iii)Administrative Fee	1.00% of the sanctioned amount+ Applicable Taxes and Stamp Duty
11	Representations, Warranties and Covenants	1. Those usually found in Financial Facility of this kind (including environmental covenants, covenants regarding any approval/s in terms of NHB Guidelines and compliance of Building Code). 2. Financial Ratios for _____ to be included at levels to be discussed. Negative pledge and further borrowing restriction to be included. 3. HDFC's Financial Facility will not be subordinate to any other borrowing by the

		Borrower. 4. That Borrower shall not offer any terms better than that offered to HDFC to any other lender.
12	Events of Default	Those usually found in Financial Facilities of this kind (including cross default and material adverse change). It will be an event of default if there is any change in ownership of the Borrower.
13	Legal Costs	For the account of the Borrower whether or not the Financial Facility or any part is drawn.
14	Law and Jurisdiction	Court of Judicature at Jaipur
15	Others Remarks	1. HDFC will collect Post Dated Cheques for the interest and principal repayment of the loan. 2. Loan will be disbursed strictly as per the progress of the construction and depending on project cash flows including project sales and M/s Bhavyaa Green Builders contribution towards project cost. 3. That Extension of charge on property of project "Bhavyaa Glory" situated at Plot No D-32 & D-33, Shiv Officers Colony, Shri Govindpura, Ram Nagariya, Jagatpura, Jaipur is being taken in addition to the main security. That the said charge on the project "Bhavyaa Glory" situated at Plot No D-32 & D-33, Shiv Officers Colony, Shri Govindpura, Ram Nagariya, Jagatpura, Jaipur may be released once the Construction Finance Loan on the project Bhavyaa Glory gets repaid subject to security cover of 1.75 times in the current loan.

This letter of offer shall stand unilaterally revoked and cancelled and shall be absolutely null and void even after acceptance by you, if:

(a) There are any material changes in the proposal for which the said Financial Facility is, in principle, sanctioned.

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(b) Any material fact concerning your profits or ability to pay, or any other relevant aspect of your application of Financial Facility is withheld, suppressed, or concealed or not made known to us.

(c) Any statement made in the application is found to be incorrect or untrue.

(d) The Facility Agreement and other documents, as required by us are not executed within a period of 30 days from the date hereof or during any further extension of the period mutually agreed upon.

(e) Any information as may be required by HDFC from time to time pertaining to the project is not furnished in the form prescribed/approved by HDFC.

(f) As an outcome of legal due diligence, HDFC is of the view that it is unviable to proceed further with the offer as made hereinabove.

If the offer is acceptable to you, kindly sign the copy marked "Acceptance Copy" in token of your acceptance and return it within 15 days from the date of this letter. Along with the Acceptance Copy, you are requested to send us a cheque/ demand draft of **Rs. 11,50,575/- (Rupees Eleven Lac Fifty Thousand Five Hundred and Seventy Five Only)** in favour of HDFC Limited payable at Jaipur on account of Fees of Rs 10,00,000/-, Service Tax of Rs 1,50,000/- and CERSAI Fees of Rs 575/- payable to Govt. of Rajasthan. Applicable Stamp Duty charges has to be paid separately, failing which the offer is liable to be withdrawn.

We look forward to your acceptance of this offer in order to expedite the conclusion of this transaction and the disbursement hereunder.

Yours faithfully,

For HOUSING DEVELOPMENT FINANCE CORPORATION LTD.

AUTHORISED SIGNATORY