

"Acceptance Copy"

Date : 16 November 2015

The Director,
 M/s Solitaire Realinfra Private Limited
 D-835, New Friends Colony,
 New Delhi-110025

Dear Sir,

Re: Loan Application for Rs 100.00 crore from for Construction Finance of the project – "Solitairian City" coming up at Jaypee Greens Sports City ,SDZ ,Sector-25 , YEIDA, Noida (U.P)

This has reference to your loan application for Construction Finance for Rs 100.00 crore for the residential project **"Solitairian City"** coming up at Sector-25, Yamuna Expressway, YEIDA, Gautam Buddha Nagar, Uttar Pradesh. We are pleased to inform you that the Competent Authority has sanctioned a construction finance loan of Rs 100.00 Crore on the following terms and conditions:-

Application No.	30000000039
Name of Borrower	M/s. Solitaire Realinfra Private Limited
Name of the Co-borrower	M/s. SSG Infratech Private Limited
Project Name & Address	"Solitairian City", Plot No. GH-B-1 & GH B-2, Jaypee Sports City, SDZ, Sector-25, Yamuna Expressway, YEIDA, Gautam Buddha Nagar, Uttar Pradesh.
Purpose/ Utilization	Construction of the Residential Project "Solitairian City" except for towers S1, S2, S5, T2 & T3 i.e. FSI given to M/s. PARY Developers Pvt. Ltd.
Loan Amount	Rs.100.00 Crs. (Rupees Hundred Crores Only)
Term of Loan	Term of 55 months (including moratorium period of 31 months from first disbursement). LICHFL reserves the right to accelerate the repayment based on review of cash flows.
Rate of Interest	13.70 % p.a. Floating Payable Monthly & linked to Project LHPLR. Current Project LHPLR is 15.20% p.a.
Administrative Fees	0.25% of the loan amount sanctioned + Applicable Service Tax.
Security	1. Equitable Mortgage of entire project land, admeasuring 67011.60 sqm situated at Plot no. GH-B-1 & GH B-2, Jaypee Sports City, SDZ, Sector-25, Yamuna Expressway, YEIDA, Gautam Buddha Nagar, Uttar Pradesh with construction thereon. The mortgage on the land will be on 2 nd charge basis as first charge remains with YEIDA. (The FSI portion given to PARY Developers Pvt. Ltd. will be under mortgage for towers S1, S2, S5, T2 & T3)

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	2. Whenever 1st Charge will be released from YEIDA, LICHFL will have 1st charge over the property. 3. M/s. PARY Developers Pvt. Ltd. will join in the mortgage deed. 4. After disbursement and after creation of mortgage, letter of intimation should be send to YEIDA and copy of the same is to be kept for record purpose. 5. NOC from M/s. Yamuna Expressway Industrial Development Authority for creating mortgage over plot Nos. GH-B-1 & GH B-2. 6. Assignment / Hypothecation of receivables from the project – “Solitairian City” 7. Security Cover at any point of time to be at least 1.50 times of the loan amount - considering the share of Applicant Company only. 8. Negative Lien on the property to the extent of 1.50 times of the loan amount based on market value - considering the share of Applicant Company only. 9. Personal Guarantee of all Directors namely: <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Name</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Harjeet Singh Sahni</td></tr> <tr> <td>2.</td><td>Pummy Sahni</td></tr> <tr> <td>3.</td><td>Arjunpreet Singh Sahni</td></tr> </tbody> </table> 10. Registration of our charge with ROC and Central Registry in the name of borrower company & co-borrower company at the cost of the borrower. 11. Enforceability Certificate to be obtained from Law Firm.	Sr. No.	Name	1.	Harjeet Singh Sahni	2.	Pummy Sahni	3.	Arjunpreet Singh Sahni
Sr. No.	Name								
1.	Harjeet Singh Sahni								
2.	Pummy Sahni								
3.	Arjunpreet Singh Sahni								
Other terms of Main security	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. b. The Builder/ Developer/ Company (Borrower) would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/magazines etc. 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.								
Additional Interest in case of default.	a. If Interest Installment/s due/s are defaulted / delayed, Additional Interest @ Rate of Interest as applicable + 6 % p.a., compounded monthly on the interest Installment Due (Calculated from Due Date till Date of Payment) will become payable. b. If Principal Installment/s are defaulted, Additional Interest @ 6% p.a. compounded monthly from the Due Date till the Date of Payment will become payable in addition to the regular Interest mentioned in this Letter above.								
Prepayment Charges	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 “Solitairian City” and/or from								

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	sale proceeds of units in the project "Solitairian City".
Pre commitment Conditions	1. Satisfactory creditworthiness letter from existing lenders. 2. Latest CA certified net worth statements of those providing personal guarantee.
Pre-Disbursement Conditions	1. Clear, Unencumbered, Enforceable & Marketable Title of Property to be given as Security and Assignment/ Hypothecation of Receivables. 2. Specific Verification by our law firm & our panel valuer in respect of clearances applicable on the project given as security for our loan. 3. 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. 4. MOEF Clearance – if applicable. 5. Board resolution from M/s. SSG Infratech Pvt. Limited for borrowing money from LICHFL. 6. Due diligence by an Auditor referred by LICHFL on the following : a. Amount Spent and Means of Finance. b. Promoters Contribution invested in the project. c. Source of Promoter's Contribution to be verified and found satisfactory by an auditor referred by LICHFL. d. Sales, Advances received and Bookings made in the project. e. WIP/ Advances/ Sales schedule. f. All the charges payable including Lease premium and lease rentals etc. 7. Undertaking/ Affidavit from the Borrower / Company/ Promoters that : 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 charges are to be borne by the promoters. e. Neither Payment of Interest nor repayment of Unsecured Loans will be made from the receivables of the "Solitairian City " during the currency of our Loan. 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 nor interest on them will

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	be paid. g. Till repayment of our loan there should not be any change in capital structure and/ or shareholding pattern of the Borrower Company & Co-borrower Company without previous written permission of LICHFL. 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. 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 "Solitairian City". j. Undertaking that all the assets charged to LICHFL have to be fully insured against all risks during the currency of LICHFL loan. 8. Saleable area and all other aspects as mentioned in Project Details to match with Construction at site. 9. No space in the project to be sold without previous written permission of LICHFL. Similarly no space for the towers S1, S2, S5, T2 & T3 to be sold/transferred/mortgaged/lien in respect of M/s PARY Developers Pvt. Ltd. share without previous written permission of LICHFL. 10. Following points to be ensured : 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. b. Insurance details of workmen and the assets at the site. 11. Satisfaction of charge by the applicant company for the loan amount of Rs. 3.00 Crs. from M/s. Consolidated Securities Ltd. in MCA site.
Disbursement Schedule	Disbursements of the loan will be based on :- 1. In proportion to investment of Promoters Contribution in the project. 2. Stage of Construction of Project. 3. Security cover of 1.50 times of outstanding loan to be maintained.
Other Conditions	1. Monthly progress report along with sales report has 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 reserves the right to appoint Security Trustee and the expenses has to be borne by the applicant company. 6. C.A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursement. 7. Intimation to existing buyers to deposit the balance receivables in the escrow account opened for this loan.

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Payment of Interest & Repayment of Loan	Interest : Interest to be paid monthly. Principal: After completion of moratorium period of 31 months from the first disbursement repayment in 23 monthly installments of Rs. 4.16 Crs each and the last installment of Rs. 4.32 Crs. 1. a) The receivables from the applicant company's share in the project "Solitafrican City" would be routed through 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 our loan. The Interest and Principal repayment to be made from Escrow Account. b) However separate Escrow Account will be maintained for the share of M/s PARY Developers Pvt. Ltd. for the towers S1,S2,S5,T2 & T3. 2. The Borrower to route all receivables from the project including sale proceeds, security deposits, any other payments and termination repayments into respective designated account. LICHFL can review the cash flows and accelerate/ change the repayment schedule. In that case pre-payment charges will not be applicable.
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Other Conditions:-

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 "**Solitafrican City**" coming up at Plot no. GH-B-1 & GH B-2, Jaypee Sports City, SDZ, Sector-25, Yamuna Expressway, YEIDA, Gautam Buddha Nagar, Uttar Pradesh 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.

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6. A clause to be incorporated in the Loan Agreement for referring individual loan applications to LICHFL.
7. No alienation / dilution / pledge of promoter's shares in the company without LICHFL consent.
8. Appropriate hoardings of LICHFL will be displayed on the project financed by LICHFL.
9. 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.
10. It is the responsibility of the Applicant Firm 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.
11. 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.
12. 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.
13. Post dated cheques for the entire Principal amount covering the full tenure of loan to be taken.
14. 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.
15. 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.
16. The borrower shall not raise any loans for this project from any other source without prior written permission from LICHFL.
17. 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.

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- 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.

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- 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.
23. C. A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursements

Loan agreement and other necessary documents /conditions will be executed / incorporated as required by our approved law firm and as per our internal drafts, circulars and guidelines after your acceptance of this loan offer letter.

Please submit in writing the loan repayment schedule separately along with the acceptance of loan offer letter by signing the copy marked "Acceptance Copy" within 30 days of issuance of this loan offer letter. Administrative fees is 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.

Yours faithfully,


Regional Manager


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