

BANK OF INDIA VIKAS MARG BRANCH

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email: VikasMarg.NewDelhi@bankofindia.co.in

Ref: VM:ADV:SNC:166

Date: 04-11-2015

SANCTION LETTER

To M/s IITL Nimbus - The Hyde Park GH-03, Sector -78, Noida, U.P,

Dear Sir(s),

Your request for Credit Facility-Sanction of Demand Loan Facility

We invite reference to your request for credit facilities and are pleased to offer you, the credit facilities as per terms and conditions mentioned in Annexure -(I) of this letter. Notwithstanding anything to the contrary stated or suggested herein, the outstanding indebtedness, whether actual or contingent, under these facilities is subject to liquidation by you, on first demand by us.

This letter is issued in duplicate. Please return duplicate copy duly signed by an authorized signatory & Guaranters' in token of having accepted the terms and conditions.

Thanking you,

Yours faithfully, For BANKOF INDIA

Chief Manager

ALL TERMS AND CONDITION OF SANCTION LETTER ARE ACCEPTED

Borrower

For HTL-Nimbus The Hyde Park, Noida

Guarantor

For Indo Green International

For IITL-Nimbus The Hyde Park, Noida

(Parkeur)

For IITL-Nimbus The Hyde Park, Noida

For Indo Green International Suvita Aganwal

For IITL PROJECTS LID.

ANNEXURE (I)

Account

: M/s IITL Nimbus - The Hyde Park

Operating Branch : Vikas Marg Branch

LIMITS PROPOSED

1,700,000	CILITIES:		(Rs in lak	
11	Limits	Proposed Limits	Pricing	Margin
	Fund Based			93.39%
A.	Demand Loan	4000.00	4.05% over Base Rate incl tenor premium of 0.50% presently 13.75% p.a. with monthly rests.	93.3976
B.	Total (A+B)	4000.00		

Securities:

Principal

Second Charge on proposed Project including land Measuring 60348.53 sqr.mtr located at Plot No GH-03, Sector-78, Noida, Distt-GautamBudh Nagar (U.P) owned by the firm i.e. M/s IITL Nimbus - The Hyde Park

Collateral: EQM of Golden Palm Hotel & SPA at Commercial Plot No 6-C, Community Centre at Mandawali Fazalpur, Delhi Owned by M/S INDO Green International (Partnership Firm)

charges to be recovered as under

i) [Processing Charges:	Rs. 40,00,000/-
ii)	TEV Charges(0.10% of limits)	
iii)	Documentation Charges	Rs 40,000.00
iv)	CIBIL Charges	Rs. 10,000/-
v)	Inspection Charges	Rs 11,500.00 (Rs 10,000.00 per quarter Plus Actu Expences)
\all	Mortgage Charges	Rs 40,000.00 (Rs 20,000.00 per per mortgage)
vii)		Rs. 2000/-
VIII	Total	Rs . 4103500.00 Plus Service tax as applicable

Repayment of term loan

Demand loan of RS. 4000.00 LAC IS TO BE REPAYABLE IN 7 Quarterly INSTALLMENTS Rs. 400.00 (Lac) upto 6 th instalments and Rs 1600.00 Lacs for 7 th Instalments commencing from December 2016 after initial moratorium period of 14 months . Door to door tenor is 33 motnhs. Interest is to be serviced monthly as and when charged.

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FOR LITTL PROJECTS LTD

Borrower

Borrower

Guarantor

(Parfuel)

For IITL-Nimbus The Hyde Park, Noida

For Indo Green International

For NIMBUS PROJECTS LT

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For IITL-Nimbus The Hyde Park, Noida

For Indo Green International

FOR LITTL PROJECTS LTD.

Pre-disbursement conditions

- The release of Limits will effect only after execution of security documents by the borrowers and Vetting of security documents by the bank's approved advocate and bank's internal procedure of Credit Process Audit formalities to be complied with as per Bank's extant guidelines. The charges for vetting of documents by the Bank's advocate are payable by firm/Company.
- Borrowers /Firm to provide all KYC documents to the branch and branch to ensure compliance with KYC/AML norms.
- Charges of Rs. 20000/- per flats as NOC charges at the time of release of lien on. Flat for sell.
- Firm/ Borrower/Guarantors to submit CBD-23 duly verified by Branch official to be kept on record (V) Prior to release of limits and also provide CA-certified personal B/s and copies of supporting documents and retains the same on record.
- supplementary title Search Report from banks approved advocate for property to be mortgaged V) to be obtain and ensure all conditions mentioned in the report to be complied with before release of enhanced limits.
- Second valuation of both properties to be obtained before release of limits. Any deviation in both vi) values (+/- 10%) to be reported to sanctioning authority before release of limits.
- vii) Borrower to submit certificate from statutory auditors of the company regarding the amount already spent and the means thereof.
- viii) inspection to be carried out by branch officials for properties of EQM to be created as well as firm's offices before release of limits.
- Firm to provide record of flats sold/ booked to the branch and also amount received per flat. ix)
- Branch to take online search of assets/property mortgaged with CERSAI in CERSAI website X) and be satisfied about the findings.
- Borrower to submit to bank copy of all required approvals like; Fire NOC, Height Clearance from Air force authority, Environmental NOC, Power, Water, Mutation of land, Change of land use, approval from town & country planning, NBC etc. and verify the same from original before release of any limits and keep the documents on record. Borrower to submit true copy of approved map from Noida Authority through bank's approved advocate. Branch to keep copy of Khata/ Khatoni (Fard)/ Aksara plan on record for identification of land.
- xii) Report from Lender Engineer from bank's approved panel to be obtained and disbursement to be made only after satisfactory LE report. LE to confirm that Adherence to National Building code of Bureau of Indian Standards (BIS) in the project.

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For UTL PROJECTS LTD

Borrower

Borrower

For Indo Green International Guarantor

For HTL-Numbus The Hyde Park, Noida

For IITL-Nimbus The Hyde Park, Noida FOR NIMBUS PROJECTS L

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For Indo Green International

For IITL PROJECTS LTD

Branch to ensure compliance with Bank's Policy Guidelines for Advance to Real Estate Sector The stipulated norms vis-a-vis compliance of the same with regard to the proposed exposure are as under:

1.	stipulated for routing draw downs/sale proceeds/ lease rentals.	To be Complied with. TRA/ Escrow account shall be stipulated in the proposal.
2.	after the borrower has obtained requisite clearances	Borrower / Firm to submit copy of all statutory approvals and copy of verified approvals by branch officials to kept on record before release of any limits.

Uncomplied/ To Be complied to be complied before disbursement.

- xiv) Enhancement in cost of Project, if any, upon sanction of the proposal, is to be met from the promoters' own funds/ contribution. Firm/ Borrower to submit Suitable stamped undertaking to this effect prior to disbursement.
- At the time of 1st & every subsequent disbursement, the firm to submit C.A. certificate confirming Progressive receipts/ advance booking amount along with TNW & USL which should be minimum 93.39% of the amount of disbursement of loan requested. In case of short-fall promoters to give an undertaking to bring the amount from their own sources before next disbursement is made.
- Borrower to submit the workmen compensation policy to the branch and it should be valid on the (ivx date of disbursement.
- Borrower to ensure to complied with RBI guidelines for various disclosures with regard to borrowings XVII) from lending institution.
- An Escrow current Account to be opened and firm to ensure that all proceeds from sale of flats/ xviii) booking advance received etc. to be routed through this account only and recoveries to be effected from this account only .
- Sanction letter for credit facilities giving details of credit facilities and various terms and conditions etc. XIX) issued in duplicate. Duplicate copy duly acknowledged by the borrower / firm to be retained on branch record.
- The firm to execute Stamped Undertaking to retain unsecured loans at level of Rs 41, 23 Crores in the business during the currency of bank's credit facilities & not to withdraw the same without Bank's prior written permission. The firm to submit Statutory auditors certificate to Branch confirming unsecured loans of Rs 41.23 crores as on 31.03.2016 . Borrower to submit stamped undertaking that USI of Rs

account

The firm to submit Resolution for the change in Name of the firm from NCJ international Limited to xxi) Nimbus projects Ltd on 13.10.2010 and M/S INDO Green Projects Ltd to IITL Projects Ltd on 18.10.2010 and respective registration certificate to be submitted to the Bank. For ITTL PROJECTS LTD

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For Indo Green International

Borrower

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Supplementary partnership deed duly register with Registrar of firms before release of Funds to be XXII) submitted by firm to bank upon resignation of M/S supertech Ltd (Earlier Sleeping Partner).

Post Disbursement Conditions:

i) Borrower / Firm to provide insurance of assets charged to the bank to be kept fully insured at all times as per extant guidelines and original insurance cover note/policy in the name of the bank a/c borrower with bank's hypothecation clause to be lodged with the bank.

Hypothecation /EQM to be registered with ROC/CERSAl within stipulated time ii)

period as per latest quidelines.

- Disbursements to be linked to the implementation of the project. Progress of the iii) project to be monitored on the basis of periodic inspection of the site by Branch's officials
- firm has to close CD account maintaining with Axis Bank and submit closure iv) certificate before second disbursement of Rs.20.00 crore to the Branch . Branch to also ensure that firm not to maintain CD account with any other Bank/ FIIs/NBFCs (except those permitted by bank in writing). The borrower to submit stamped declaration that it does not have any other a/c with other banks/ Fls / NBFCs and shall take prior permission from Bank before opening any a/c or availing any type of credit facilities with other banks/FIs/NBFCs.
- Details of our current account to be mentioned in all demands to be raised after first disbursement and amount to be received from such demand letter and to submit statement of account from Axis bank to verify that only these transaction is routed in Axis Bank Before Second disbursement of Rs 20.00 Crore.

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Borrower

Borrower For IITL-Nimbus The Hyde Park, Quakantor

For Indo Green International

For NIMBUS PROJECTS LT

For HTL-Nimbus The Hyde Park, Noida

For HTL-Nimbus The Hyde Park, Noida

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Other conditions

- 1) Without prejudice to the demand nature of the advance(s), the credit facility (ies) will remain in force for a period of one year and is/are subject to annual review.
- 2) All the sanctioned/enhanced credit limits are to be utilized within a period of 6 months from the date of sanction failing which these facilities will lapse and any revalidation of the same will be considered at the sole discretion of the Bank.
- The firm to execute necessary security documents/renewal documents for sanctioned/enhanced limit(s) duly supported by Board resolution and create and register stipulated charges with the authorities specified for the purpose within stipulated time limit before release of sanctioned/enhanced limits.
- 4) Firm to display bank's hypothecation plate/board at its Unit i.e on business premises indicating that stocks/assets are hypothecated to the Bank.
- 5) All the assets charged/ to be charged to the Bank to be kept fully insured at all times against all risks (FRSD, Burglary, comprehensive risks, Strike Riot and Civil Commotion (SRCC) clause etc.) and original Insurance cover note /policy in the name of the Bank a/c borrower firm/Company with Bank's Hypothecation clause to be lodged with the Bank.
- 6). Penal interest of 2% p.a. will be levied on the overdue amount for the period account remains overdrawn due to irregularities such as - non payment of interest immediately on application, non payment of installments within one month of their falling due, reduction in drawing power/limit, excess borrowings due to over limit, devolvement of L/C, invocation of Guarantee etc. If the account continues to be overdrawn for a period of 90 days, the bank may consider initiation of other action also as deemed fit by the bank.
- 7.) Any default in complying with terms of sanction within the stipulated time will attract penal interest of 1% p.a. from the date of expiry of such time.
- 8). Processing charges as applicable will be levied annually. Inspection charges as per applicable rate per visit. Out of pocket expenses incurred towards title verification and valuation of property/assets, inspections/ techno-economic appraisal of the project/unit will be recovered separately.
- In case of default either in the payment of interest, the repayment of the principal amounts as and when due and payable or reimbursement of all costs, charges and the expenses when demanded, you shall pay additional interest at the rate of 2% above the interest rate for the facilities on the overdue interest, costs, charges or expenses and/or from the respective due dates for payment and/or repayment,
- 10). CMA data to be submitted at least one month before the due date of review. Any delay without specific approval from the bank will attract penal rate @1% p.a. In case CMA data is not submitted for a continuous period of three months, the bank may take further action as deemed fit by the Bank.
- 11). The firm to ensure submission of statement of Assets & Liabilities in Bank's format CBD 23 (duly certified by a C.A.) along with copies of Income Tax and Wealth Tax returns/assessment orders of all the partners and guarantors every year.

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For Indo Green International

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Guarantor For UTL-Nimbus The Hyde Park, Nort

For Indo Green International

For IITL PROJECTS LTD.

Director

For MIMBUS PROJECTS LITE

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12). The company's/firm's entire banking business (including merchant banking, Dividend and interest payments) should be routed through us/ members of the consortium proportionate to the sharing of the working capital facilities.

firm/Company to declare/undertake to us:

- to supply to us, audited financial statements of the firm/company within 6 months from closure of financial year. Any delay in submitting these audited financial statements without our specific approval will attract penal interest @1%p.a. In case these statements are not received by us for a continuous period of 3 months, the bank may take further action as deemed fit by the bank.
- to provide to us promptly information (along with comments/explanation) about all material and adverse changes in your project/business, ownership, management, liquidity, financial position etc.
- that any liabilities or obligations under the facilities shall not, at any time, rank postponed in point and security to any other obligation or liabilities to other lending institutions or banks or creditors, unless expressly agreed or permitted by bank.
- not to create or permit to subsist any mortgage, charge (whether floating or specific), pledge, lien or other security interest on any of your undertakings, properties or assets, without our prior consent in writing.
- 13). A stamped undertaking to be submitted in favour of the Bank to the following effect that during the currency of bank's credit facilities, the company/firm shall not, without our permission in writing :
 - effect any adverse changes in company's/firm's capital structure.
 - formulate any scheme of amalgamation or merger or reconstruction.
 - implement any scheme of expansion or diversification or capital expenditure except normal replacements indicated in funds flow statement submitted to and approved by the Bank;
 - enter into any borrowing or non-borrowing arrangements either secured or unsecured with any other bank, financial institution, company, firm or otherwise or accept deposits in excess of the limits laid down by Reserve Bank of India.
 - invest by way of share capital in or lent or advance funds to or place deposits with any other company/firm/concern (including group companies/ associates)/persons. Normal trade credit or security deposit in the normal course of business or advance to employees can, however be extended.
 - undertake guarantee obligations on behalf of any other company/firm/person.
 - declare dividend for any year except out of profits relating to that year after meeting all the financial commitments to the bank and making all due and necessary provisions.
 - make any drastic change(s) in its management set -up.
 - approach capital market for mobilizing additional resources either in the form of Debts or equity,
 - sell or dispose off or create security or encumbrances on the assets charged to the bank in favour of any other bank, financial institution, company, firm, individual.
 - repay monies brought in by the promoters, partners, directors, share holders, their relatives and friends in the business of the company/firm by way of deposits/loans/share application money etc.

ALL TERMS AND CONDITION OF SANCTION LETTER ARE ACCEPTED

For Indo Green International Surita Aganwal

For HTL-Numbus The Hyde Park, Now.

Borrower

For IITL-Nimbus The Hyder Rawe Noida

Guarantor

For Indo Green International

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- 14). Declare the relationship, if any, of the directors of the company with the directors of the bank and senior officers of the bank.
- 15). The Bank reserves its right to appoint its nominee on Company's Board of Directors part time/full time to oversee the functioning of the company/to look after bank's interests.
- 16). The company/firm to take prior approval from bank for opening any account with any other bank/other branch of our bank.
- 17). The company/firm to submit a stamped declaration cum undertaking to the effect that:
 - the company/firm or its directors/partners/promoters/guarantors/associate concerns of the company/firm are not on ECGC Caution list/specific approval list, RBI's defaulters/caution list, COFEPOSA defaulters list or our bank's defaulters list, and that no director of the company is disqualified u/s 274 of the Companies Act.
 - No legal case of any nature has been filed against the company/its associates affecting the financial position substantially, and in case of any suit is/will be filed against the Company, the bank shall be kept informed;
 - The company shall not induct a person who is/was a director in a company, which has been identified as a 'Willful defaulter' by the Bank, RBI or any Bank/FI, on company's Board and if such a person is found to be on the Company's Board, the company shall take expeditious and effective steps for removal of such person/s from Company's Board. the artificial commence and the second control of the property of the second control of

shall not be 'diverted' or 'siphoned off' or used for any other purposes.

- 19.) In case of default in the repayment of loans/advances/above said facilities or in the repayment of interest thereon or any of the installment of Loan as per stipulated terms, or in the event of diversion or siphoning off or utilizing the said facilities for any other purpose other than for which it is granted, the Bank and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the name of the company/firm or its directors/partners as defaulters in such manner and through such medium as the Bank or RBI or such other agency authorized by them, in their absolute discretion may think fit.
- 20). Please note that the cheques drawn by firm/Company will not be honored by bank if in its view the payment is going towards a purpose for which the facilities are not sanctioned.
- 21.) Bank assumes no obligation whatsoever to meet your further (fund based or non fund based requirements on account of growth in business or otherwise without proper revision and sanction of credit limits decided at the sole discretion of the bank. Further, if sanction terms are not complied with by you or if your account is classified as Non-performing Asset (NPA), then bank may not allow further withdrawals in the account.
- a) Notwithstanding what is stated herein above, we shall at any time and from time to time, be entitled to notify you and charge interest/commission/charges at such notified rates and this letter shall be construed as if such revised rates were mentioned herein.

ALL TERMS AND CONDITION OF SANCTION LETTER ARE ACCEPTED

For HIL-Numbus The Hyde Paix, No.

Borrower

Borrower

For IITL-Nimbus The Hyde Park, Noida

Guarantor

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For Indo Green International

For IITL-Nimbus The Hyde Park, Noida

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b) You shall pay to or reimburse all costs, charges, expenses (including charges between the attorney or counsel and bank and those of our internal legal adviser/officer and other experts, consultants or professionals), disbursements, taxes, fees, stamp duties etc. whatsoever, incidental or to arising out of the facilities, their negotiation, the preparation, execution, registration and stamping of the documents relating thereto, the preservation or

protection of our rights and interests of the enforcement or realization of any security or any demand or any attempted recovery of the amounts due from you.

- 22) We shall be entitled to debit the amounts of all costs, charges and expenses to your account and such amounts shall stand secured by all securities given to or created in our favour in connection with the facilities. You indemnify and keep us fully and completely indemnified from time to time against the liabilities including all costs, charges and expenses stipulated herein whether debited to your account or
- 23). Any failure to exercise or delay in exercising any of our rights hereunder or under any other documents will not act as a waiver of that or any other right nor shall any single or partial exercise preclude any future exercise of that right.
- 24). So long as any monies are due to us from you under any of the facilities, we shall have a lien/charge for such amounts on all your credit balances, deposits, securities or other assets with, any of the branches of Bank of India or of its subsidiaries anywhere in the world and upon the happening of any of the events of default referred herein, we shall be entitled to exercise a right of set off between the amounts due and an while to the and the said credit belonger deposite assurition and other appells
- 25) You shall not, except after prior written permission from us, make any alterations in your constitution, controlling ownership or any documents relating to its constitution or any other material change in your management or in the nature of your business or operations during the period of the subsistence of facilities.
- 26). The bank reserves the right to discontinue any/all the credit facilities granted without giving you any prior notice in case of non-compliance and/or breach of any of the terms and conditions based on which the facilities have been sanctioned to you and/or if any information/particulars/documents furnished by you are found to be incorrect.
- 27). The Bank carries out the credit rating exercise every year when the facilities are reviewed. However, it reserves the right to carry out the credit rating exercise of the facilities at frequencies considered necessary and the rate of interest chargeable to the facilities would depend upon the rating obtained by the borrowing firm/ Company.
- 28). Bank shall have the right to sell, transfer, assign or securitize the advance and disbursed to the
- 29). The company shall not undertake derivative transaction without approval of the bank. Firm to provide details of derivatives transactions, if any,undertaken along with other financial data for discussion with bank and confirm that transactions are undertaken purely for hedging purpose and within the board approved policy.
- 30). The Bank reserves the right to add, amend, alter, cancel and modify any of the terms and conditions stipulated herein above with or without any prior reference to you. Further, the bank's general rules governing advances shall also apply. The company/firm to abide by such terms and conditions as the bank may stipulate from time to time.

ALL TERMS AND CONDITION OF SANCTION LETTER ARE ACCEPTED Indo Green International

For HTL-Numbus The Hyde Park, Isone Rain Kenn Stelling

For Indo Green International

Surita Aganwal

Partner Borrowelle Hyde Park, Noid uarantor FOR IITL PROJECTS LTD. OF NIMBUS PROJECTS LTD.

Ryin Kuur Director

- Prepayment charges in respect of Term Loan shall be charged @ 2% p.a. simple for unexpired period.
- 32) Company to provide insurance of assets charged to the bank to be kept fully insured at all times as per extant guidelines and original insurance cover note/policy in the name of the bank a/c borrower with bank's hypothecation clause to be lodged with the bank.
- 33) Borrower / firm to ensure that First Right of refusal of housing loan rests with Bank Of India .

CHIEF MANAGER

ALL TERMS AND CONDITION OF SANCTION LETTER ARE ACCEPTED

For Indo Green International

Symita Aganwal

Guarantor

For Indo Green International

For NIMBUS PROJECT

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Borrower

Partner For IITL-Nimbus The Hyde Park, Noide

For MIMBUS PROJECTS LTD

For IITL-Nimbus The Hyde Park, Noida

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