HDFC
HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
www.hdfc.com

Park Life

Partners,
M/s Prime Properties,
17-A, Model Town,
Bareilly - 243001

Ref: H/Lko/PP/Mar/17

Date: March 24, 2017

Dear Sir,

Sub: Construction Finance (Rs. 06.00 crores) Stand Alone Direct Loan, Multiple Drawdown, Indian Currency

With reference to your application and further to our recent discussions, we set out below the terms of the proposed Construction Finance Financial Facility:

1	**Borrower**	Prime Properties (PP)
2	**Amount**	Rs.06.00 crores
3	**Purpose**	Construction of Row Houses in the project "Park Life" situated in South City, Budaun Road, Bareilly.
4	**Term**	48 months
5	**Repayment** Aug-19.	PP will repay 15 % of all sales receipts to HDFC towards principal repayment from first date of disbursement or earlier at HDFC's option, this percentage receivables is subject to review on a quarterly basis based on HDFC's formula. However, PP will ensure that the maximum principal outstanding from the date of subsequent month of first disbursement of the Loan does not exceed as per the schedule below: At the end of 29th month : Rs. 5.7 Crore At the end of 30th month : Rs. 5.4 Crore At the end of 31st month : Rs. 5.1 Crore At the end of 32nd month : Rs. 4.8 Crore At the end of 33rd month : Rs. 4.5 Crore At the end of 34th month : Rs. 4.2 Crore At the end of 35th month : Rs. 3.9 Crore At the end of 36th month : Rs. 3.6 Crore At the end of 37th month : Rs. 3.3 Crore At the end of 38th month : Rs. 3.0 Crore At the end of 39th month : Rs. 2.7 Crore At the end of 40th month : Rs. 2.4 crore At the end of 41st month : Rs. 2.1 Crore At the end of 42nd month : Rs. 1.8 Crore At the end of 43rd month : Rs. 1.5 Crore At the end of 44th month : Rs. 1.2 Crore At the end of 45th month: Rs. 0.9 Crore

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		At the end of 46th month : Rs. 0.6 Crore At the end of 47th month : Rs. 0.3 Crore At the end of 48th month : Nil
6	**Security**	1. Mortgage of property financed i.e. Part of Khasra Nos. 273,274,275,276 at Gram Kargaina, Bareilly excluding sold units & Type B Units no. 1 to 17, 20,21,23,25,30,31,33 to 36 & commercial plot (total plot area 2984.95 sq.m.) which are mortgaged with Bareilly Development Authority (BDA) against development charges & internal development work. **The units which are mortgaged with BDA shall be part of security of loan after release of NOC from BDA.** ***2. Extension of mortgage on the property: owned by Mr. Gurpreet Singh: House No. 17-A Village, Brahmapura Purvi, Colony Model Town, Bareilly already funded vide file no. 619454192 & 619453995.*** 3. Personal Guarantee of Mr. Gurpreet Singh, & Mr. Harpreet Singh having networth of Rs. 2.83 crore & Rs. 6.34 crore respectively as on 31st March , 2016. 4. An exclusive charge on the scheduled receivables under the documents entered into with the customers of the funded project by the Borrower, and all insurance proceeds, both present and future. Scheduled Receivables: Receivables/cash flows/revenues including booking amounts arising out of or in connection with or relating to the project 5. Smt Indrajeet Kaur, Mr. Pratipal Singh & Mr. Harpreet Singh will join the agreement as confirming party. 6. An undertaking will be collected from the firm not to pay off the unsecured loan before CF loan is repaid.
7	**Security Cover**	2.03 times of loan amount. Security cover of 1.5 times to be maintained.
8	**Interest Rate**	As in the Facility Agreement, inter alia including but not limited to the following: 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

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		17.50% per annum and the Applicable Rate for the said Financial Facility will be 13.25% per annum. **(HDFC CPLR minus 4.25%)**. (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 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 day of every calendar month** from which the Applicable Rate is calculated and becomes Applicable on the Borrower. 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. HDFC at its option and discretion may change the interest rate spreads as on the date of the signing of the Facility Agreement.
9	**Fees**	Rs.6,90,000/-(Rupees Six lacs Ninety thousand only) front ended fee @1.00 % of the loan amount sanctioned including applicable taxes. Advance Fee of Rs. **2,00,000**/- already received ,remaining amount to be paid by cheque along with acceptance of this offer letter.
10	**Representations, Warranties and Covenants**	1. The Borrower is aware that under the NHB Regulations, the Lender has considered the immovable property in the Secured Property as primary security. As such the Borrower agrees to preserve the value of the security to the extent of such value as would not expose the Lender to release other collaterals on account of exceeding the limit on Capital Market Exposure Norms. Under any circumstances, if an eventuality so arises, on

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		account of permissible sale during the ordinary course of business, the Lender shall not issue any release to the extent it is required to be retained so as to maintain the minimum value for primary security. Any such release would be conditional upon Borrower offering the Lender conditional primary security by nature of immovable property as acceptable to the Lender. 2. That the construction in the Project will be carried out in accordance to the highest standards as prevalent in the industry in accordance to the best practices in the industry. 3. That he has obtained all environments related clearances applicable to the Project. 4. HDFC's Financial Facility will not be subordinate to any other borrowing by the Borrower.
11	**Events of Default**	An Event of Default would have deemed to have occurred if any default is committed by the Borrower or any of its subsidiary or related parties under any other loan agreement, credit facility agreement or arrangement with the Lender or its subsidiaries and affiliates or any other bank / Financial Institution / Non Banking Financial Company / Housing Finance Company and other Lender / Creditors and in respect of any credit it facility agreement or arrangement with the Lender or its subsidiaries and affiliates and any amount is not paid when due or becomes due and payable prior to the date when it would otherwise have become due, or any creditor of the Borrower, the Guarantor or the subsidiary becomes entitled to declare any borrowed money of thee Borrower due and payable, or any facility or commitment available to the Borrower, or Guarantor or any of its subsidiaries relating to borrowed money is withdrawn, suspended or cancelled on account of occurrence of Event of Default in accordance to their respective terms.
12	**Legal Costs**	For the account of the Borrower whether or not the Financial Facility or any part is drawn.
13	**Law and Jurisdiction**	Any dispute shall be subject to jurisdiction of courts at Lucknow only.
14	**Remarks**	1. **Prime Properties has to inform HDFC when mortgaged units are released from BDA .** 2. All sales leads to be shared with HDFC regularly, first right of refusal of retail loans in the project will be with HDFC. 3. Monitoring Sheet to be shared with HDFC on monthly basis in the format attached as Annexure 1.

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The Financial Facility availability is subject to documentation. 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.

(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 form 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 alongwith a cheque of balance administrative fee.

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 CORPN. LTD

(Sanjeev Chaube)

Business Head-U.P.

Accepted,

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Partner Partner

(Name & signature of Authorised Signatory)