

27th March, 2017

To,
M/s Galaxy International Realtech Pvt. Ltd.
 26, LGF, Block -C, DDA Market,
 Surajmal Vihar, Delhi 92

Kind Attn.: Mr. Mukesh Jodhani/Mr. Rajesh Jodhani

Dear Sir,

We are pleased to inform you that Fedbank Financial Services has sanctioned a Term Loan facility at your request, the details and terms and conditions of which are given below.

Borrower	M/s Galaxy International Realtech Pvt. Ltd.
Co-Borrowers	<ul style="list-style-type: none"> Mr. Mukesh Jodhani Mr. Rajesh Jodhani Mr. Sajjan Goyal
Facility Type	Term Loan
Facility Amount	Up to Rs. 25.00 Crores (Rupees Twenty Five Crores only)
Purpose of Loan	<ul style="list-style-type: none"> Upto Rs. 0.64 Cr towards DSRA Balance amount towards acquisition of new land parcel and General Corporate Purpose
Rate of Interest	Fedfina FRR as publically notified from time to time minus margin of 2.75% = 15.25% p.a. or as applicable at the time of disbursement. Fedfina FRR as on date is 18.00%. (FRR: 18.00% minus Margin: 2.75%)
Interest payment frequency	Payable on monthly basis
Processing fee	1.25% of facility amount plus applicable taxes payable upfront
Period	42 calendar months from the date of first disbursement
Principal moratorium	15 calendar months from the date of first disbursement
Principal Repayment	In 27 monthly instalments starting from the end of 16 th month of ~Rs 92.59 lacs each.
Disbursement Mode	In Multiple Tranches
Security	<p>The Facility, all interests thereon, costs, charges, expenses and all other monies in respect thereof shall be secured by:</p> <ul style="list-style-type: none"> First and exclusive charge by way of Memorandum of Entry on 117 unsold units admeasuring ~147,365 sq.ft. along with their undivided share in land, in project "North Avenue" situated at Plot No-GC-03/GH-01, Sector 04, Greater Noida Hypothecation of receivables from developer's share (free sale area) of sold and unsold inventory in project "North Avenue" Charge on escrow account to be opened for deposit of receivables from sold and unsold units in project "North Avenue" to be hypothecated/ mortgaged to Fedbank.

For GALAXY INTERNATIONAL REALTECH PVT. LTD.



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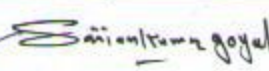


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Director

	<ul style="list-style-type: none"> • Fixed Deposit to be opened with Federal Bank with lien marking in favor of Fedbank equivalent to 2 (Two) months interest as Debt Service Reserve Account (DSRA) during the entire loan tenor • Post-dated cheques/ECS for service of interest during moratorium as well as EMI from operating account of Borrower • Post-dated cheques from partners and guarantors covering the facility. • 10 security cheques (with a maximum amount capped) • Adequate Insurance cover to be availed from Liberty Videocon against the project (proposed to be mortgaged) or an existing insurance to be assigned in favour of Fedbank throughout the loan tenor. • Any other document/NOC/undertakings as may be required by the lender.
<p>Stipulated minimum selling rate for Agreement</p>	<p>Rs. 3,300 psft on Saleable area (all-inclusive except statutory taxes e.g. Stamp Duty, Registration etc.) for future sales</p> <p>Note: In event of borrower selling any unit below the above stipulated floor price (agreement value), the difference amount shall be brought in upfront in designated Escrow Account</p>
<p>Security Cover</p>	<p>Security cover equivalent of minimum 1.75 times loan value throughout loan tenor. Valuation of the project to be done by empanelled technical and valuation agencies of Fedbank Financial Services Limited.</p> <p>If the valuation of the Security/Property drops below 1.75 times (based on the then existing market price) of the outstanding loan amount (margin call), then Borrower shall have 30 days to replenish the deficit or create security on additional assets in order to maintain the security cover specified above. In case the Borrower fails to replenish the deficit or create security on additional assets beyond the stipulated period of 30 days mentioned above in order to maintain the stipulated security cover of 1.75 times mentioned above, it will be considered as an Event of Default and the Lender will be free but not bound to sell Security/Property with a prior notice to the Borrower.</p>
<p>Other Conditions precedent to disbursement</p>	<ul style="list-style-type: none"> • Satisfactory completion of due diligence through empanelled legal and technical/valuation agencies. • Clear and marketable title of land/property offered as security to the satisfaction of the lender • Undertaking that no take-out of funds will be done from the project without the consent of Fedfina save & except for the amounts specified herein. • Undertaking to route receivables from the sold and unsold units in project "North Avenue" through escrow account as specified by the lender. • Execution of facility documents as per the terms of sanction and satisfaction of the lender's legal counsel. • Submission of requisite documents for carrying out necessary due diligence for proposed facility amount. • Borrower's and CA certification that there are no statutory dues overdue as on 28.02.2017. • Promoter's net-worth certificate from Chartered Accountant. • C.A. certificate carrying latest status of receivables, to confirm that the effective net security cover does not go below minimum stipulated norms. • Undertaking from borrower/ promoters that there shall be no dilution in stake of the firms/ companies without prior written consent of Fedfina.



- Undertaking from borrower/ promoters that there are no pending litigations on the firms/promoters/project.
- Undertaking from the borrower/promoters that no interest/profit shall be paid on unsecured loans/ quasi equity till the tenor of this facility. All other loans secured/ unsecured will be subordinated to this facility.
- Self-attested cash flow statement by the borrower.
- All expenses pertaining to due diligence including the financial, legal, documentation and valuation related expenses to be borne by the developer.
- Undertaking from the borrower for perfection of security creation
- Declaration from the company CA stating that there are no income tax or any other statutory proceedings pending against the Borrower or if there is, stating the details of such proceedings.
- Approve the draft letter to be sent to the existing customers notifying the change in bank/escrow account details.
- Submission of all original and/or photocopy (as applicable) of the property/title papers to the satisfaction of the lender.
- List of documents and NOC/No dues letter from Syndicate Bank
- Mortgage creation of the above mentioned security.
- NOC from GNIDA for mortgage creation

Other Covenants

- In the event, any Corporate Guarantee issued by the borrower is invoked then, the Borrower shall first fully repay Fedfina before honouring the same.




Disbursement Milestones	Tranches	Rs. In Cr.	Milestones	End Use
	Tranche I	15.00	Upfront	<ul style="list-style-type: none"> • Upto Rs. 0.64 Cr towards DSRA • Balance amount towards acquisition of new land parcel and General Corporate Purpose
	Tranche II	10.00	45 days from Tranche I	Towards acquisition of new land parcel and General Corporate Purpose (subject to the security cover being maintained)
	Total	25.00		

- Escrow mechanism**
- The Borrower shall open, establish and maintain an escrow account, for deposit of receivables from sold and unsold units.
 - The escrow account shall be maintained by the Borrower during the entire tenure of the Facility and shall not be closed without the prior written approval of Lender. All costs, charges and expenses in connection with the aforesaid accounts shall be borne by the Borrower.
 - The sales receivables to be apportioned between Fedfina and the Borrower in the ratio mentioned below; from the sales proceeds received from the units / receivables charged, subject to monitoring by lenders, adequate security cover and receivable cover being maintained and loan being regularly serviced.

Amount or Timelines	Fedfina	Borrower
Upto Rs. 33 Crores	50	50
Above Rs. 33 Crores or after Principal	70	30

For GALAXY INTERNATIONAL REALTECH PVT. LTD.






Director

	<p>Moratorium, whichever is earlier</p> <ul style="list-style-type: none"> • Standing instruction to be given to escrow bank for apportioning the sales receivables in favor of Fedbank as mutually decided. • Lender reserves the right to step up recoveries through bank account. • Borrower to instruct all the customers/financial institutions to transfer the future receivables in the above mentioned Escrow account lien marked to Fedfina within 10 days of the disbursement.
<p>Prepayment charges</p>	<ul style="list-style-type: none"> a) No prepayment penalty will be applicable in the event the principal amount prepaid is out of the project accruals / receivables received from sale of mortgaged units or receivables hypothecated. b) Refinance from other lender / institution / entities within the first 12 months of the Issue Date shall attract penalty of 3% of such prepaid amount c) Refinance from other lender / institution / entities after 12 months shall attract a penalty of 2% on such refinanced amount
<p>Event of default</p>	<p>Following Event of Default (EOD) situations are indicative, not exhaustive and would be set out fully during the definitive documentation.</p> <ul style="list-style-type: none"> • Non service of loan facility as per sanction terms. • Breach of representation, warranty or covenant under the documentation. • Cross default of any existing facility with Fedbank. • Any instance of receivables out of mortgaged units not being routed through escrow account. • Security cover dropping below stipulated norms. • Fedfina will have the right to recall all or part of the loan in case the schedule of construction and sales is not adhered to as mentioned in the application submitted to bank. • However, in the event, sales schedule as stipulated are not adhered to, by the firm resulting into event of default being triggered, Fedfina reserves its rights to enforce its security on such number of units by way of "SALE" or "AUCTION", as deemed fit. Borrower shall not raise any objections for the same. • Any other event as specified in the facility agreement, including events of default as is customary for such facilities and as may be specified in detail in the facility agreement and / or the security documents.
<p>Consequences of event of default</p>	<p>Any default including delay in making any payment under this facility would result in default interest being levied on outstanding amount overdue to the lender under the facility at a rate of 2% p.m. over and above the document interest rate.</p> <p>Upon the occurrence of an event of default, the Lender would have the unconditional and absolute right to enforce the security and take such other action that it deems fit for recovery.</p> <p>If event of default is not cured within 60 days, then the lender has the unconditional right but not obligation to auction the mortgaged assets to prepay/ repay part or all of the facility through auction and apply such proceeds towards repaying the facility amount and dues.</p>



Documentation	<ul style="list-style-type: none"> • Loan agreement with the borrower together with required exchange of letters and undertakings etc. • Security documents for creating mortgage and hypothecation of receivables. • Post-dated cheques covering the facility amount along with security cheques. • 10 security cheques (with a maximum amount capped) • POA and undertakings as per legal requirements. • Escrow account related documentation and documentation for opening of fixed deposits under lien mark and standing instructions. • All other documents as maybe required to execute the transaction and as per the terms of sanction
Documentation Cost	<p>All costs on account of documentation and any other costs incurred for purpose of said facility including post disbursement monitoring though empanelled agencies would be borne by the borrower (including applicable taxes)</p>
Conditions subsequent to disbursement	<p>Following Condition Subsequent (CS) should be complied to the satisfaction of the Lender:</p> <ul style="list-style-type: none"> • Providing Chartered Accountants certificate confirming end usage of funds within 45 days from the date of each disbursement. • Borrower, Co-borrower, promoter group to provide proof of payment within 45 days from each payment. This shall be a CP for the disbursement of next tranche. • Proof of payments towards the purchase of land parcel to be submitted within 30 days. • Providing periodic project sales and receivables statement. • Providing annual audited financials of borrowing entity on a timely basis. • Routing of sale proceeds/receivables from units mortgaged into escrow account. • NOC for sale of mortgaged units to be obtained before selling of the mortgaged units. • Allotment letters/Agreement for Sale /Sale Deed of mortgaged units to carry a mention of said unit mortgaged with Fedfina and requirement to route sale proceeds through specified escrow account. • Fortnightly monitoring of the escrow account and all the other bank accounts of the Borrower/Guarantor to track the routing of project receivables. • Quarterly / Monthly visit to the project by representative of Fedbank Financial Services Limited. • Display/Notice Board at Project Site mentioning Charge/Hypothecation of mortgaged units with Fedbank Financial Services Ltd • The brochures / pamphlets or any other media coverage with respect to the proposed project should clearly mention that the project is financed by Fedbank Financial Services Ltd. • The borrower should refer prospective buyers of the units in project for availing home loan from The Federal Bank Ltd. • Any change in the shareholding pattern of the borrowing entity will require NOC from Fedfina. • All expenses pertaining to due diligence including the legal and valuation related expenses to be borne by the developer.



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Director

- Adequate Insurance cover to be availed against the project (proposed to be mortgaged) assigned in favour of Fedbank throughout the loan tenor. Any renewal fees/charges etc. of such insurance to be borne by the borrower directly or in case borrower fails to do so within 30 days of due date of renewal of such insurance, lender will get the project insured and any charges/fees will be debited to the borrower's loan account.
- Borrower to send via registered post, intimation to all buyers and financial institutions (committed receivables), within 10 days, to route designated receivables through designated escrow account. The format of the same to be approved by Fedfina prior to disbursement.
- The borrower should provide any other information as required by Fedfina from time to time
- Any other document or additional condition subsequent documents to the satisfaction of lender
- Any existing escrow account for collections of sales receivables to be closed within 7 days of disbursement and proof of closure to be submitted within 15 days.
- Additionally 30 units to be sold within next 12 months.
- Financial Due Diligence to be complete within 10 days and adverse remarks, if any, to be resolved by the borrower within the stipulated time as specified by the lender.
- Project cost, to be incurred from the monies transferred from the escrow account to the operating account, shall be capped at Rs. 14.62 Cr, any cost overrun over and above the stipulated amount shall be funded by the promoter's equity maintaining the security cover.

Indemnity

- 1) Indemnity against any defect in the clear and marketable title of the Project which may relate to the acquisition of the Project by the Borrower or otherwise, and any claims arising therefrom instituted by erstwhile owners of the Project or a jurisdictional Governmental Authority for any reason whatsoever, and/ or the Security
- 2) Indemnity against any enquiry, show cause notice, notification or order of any Governmental Authority in respect of the Security or the Projects in any manner which could affect the ability of the Borrower to undertake the development and sale of the Residential Apartments/ Villas;
- 3) Indemnity against any Tax liability that is current, pending, threatened or payable by the Borrower in respect of any Taxes including but not limited to any: (i) TDS; (ii) income tax; (iii) sales tax; (iv) service tax; or (v) value added tax, save and except any Taxes that may be attributable solely and entirely to the Projects and all costs, charges and expenses that may be incurred by Lender in this regard from: (i) out of their own funds and Resources; and/or (ii) other projects (in whatever stage of construction) being undertaken by the Borrower, but excluding and without any recourse to: (a) the Projects; or (b) the Project Receivables;

Termination and Survival

This sanction letter shall be valid and subsisting till 15 days from the date of this letter or till the execution of the documents in relation to the transaction, whichever is earlier.

We look forward to a long lasting relationship with yourselves.

It is clarified that this sanction letter is merely a recording of the understanding between the parties and will not take effect unless and until all the documentation for the transaction is executed. This

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Director

Sanction Letter supersedes any earlier letter/s issued by Fedfina or all our earlier correspondence in this regard.

Please sign the duplicate copy of this letter as a token of acceptance of our offer.

Thanking you
Yours truly,
For Fedbank Financial Services Ltd.



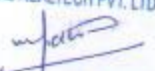

Authorized Signatory

I/We confirm and accept the above terms, conditions and contents and agree to execute the relevant documentation for the transaction as set out above.

For M/s Galaxy International Realtech Pvt. Ltd.

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory


Director

