

Date : 22.01.2018

Ref: PNBHFL/CF/CCB-22/2017-18

M/s. Bankey Bihari Infrahomes Private Limited (BBIPL)
G-21/70-71, Sector-7, Rohini
Delhi- 110085

Construction Finance of INR 37.00 crore to M/s Bankey Bihari Infrahomes Private Limited (BBIPL)

This is in reference to the loan application of the captioned proposal. We are pleased to inform you that Construction Finance of INR 37.00 crore to M/s. Bankey Bihari Infrahomes Private Limited (BBIPL) in your favour has been sanctioned subject to following terms & conditions:

Borrowing Entity	M/s. Bankey Bihari Infrahomes Private Limited (BBIPL)
Project	'Aggarwal Heights'
Project Address	Plot no. 962, NH-58 Raj Nagar Extension, Ghaziabad
Loan Type	Construction Finance (CF)
Loan Amount	INR 37.00 crore
Purpose	<ul style="list-style-type: none"> Approximately INR 18.87 crore (including prepayment charges) towards repayment of existing facility availed from BOB. Balance to be utilized towards completion of construction and development of the project "Aggarwal Heights". (The amount of loan towards BT/repayment may vary as per the exact amount of outstanding and the difference, if any, may be adjusted for construction of the project, keeping the loan amount same).
Tenure	42 months including principal moratorium period of 18 months from the date of the first disbursement.
Rate of Interest	13% p.a. linked to PNBHFR, Floating
Fee	1.00% of loan amount sanctioned + service tax as applicable
Security	<p>Equitable Mortgage of the land admeasuring 8,379.39 square meters (7,869.72 square meters after acquisition for road widening) and structure thereon of the project "Aggarwal Heights" situated at Plot no. 962, NH-58 Raj Nagar Extension, Ghaziabad. (The security coverage to be maintained at least at 1.50 times of the outstanding loan at any point of time).</p> <p>Hypothecation of receivables from the project "Aggarwal Heights" of approximately INR 123.03 crore. (Receivable coverage net of expenses is 1.98 times; minimum 1.95 times of loan outstanding to be maintained during the currency of loan).</p>

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CIN: L65922DL1988PLCO33856

Page 1 of 8



	Personal Guarantee of Mr. Rajeev Aggarwal, Mr. Rakesh Aggarwal, Mrs. Ritu Aggarwal, Mrs. Rajini Aggarwal and Mr. Sanjeev Kumar Gupta.
Additional Interest	Additional Interest at 2% per month on delayed interest and principal instalments (calculated from due date till the date of payment).
Prepayment Charges	The minimum pre-payment charge will be 2% of the loan outstanding as on the date of pre-payment and shall be levied in case of migration of the loan to another institution. There will be no prepayment charges for repayment (fully or partially) of loan through receipt of project offered as security or through own sources.
Pre disbursement Conditions	<ul style="list-style-type: none"> • Clear, marketable, unencumbered title to the property provided as security(s) except for the charge of existing lender. • Enforceability certificate from the appointed law firm/internal legal counsel. • Deposit of security documents to the satisfaction of PNBHFL. • All loan documents shall be vetted by an empanelled advocate/internal legal counsel before release of loan amount at borrower's cost. • Requisite building plan approvals & all other statutory approvals required for commencement of the project "Aggarwal Heights" to be in place. • Verification by a Chartered Accountant on: <ul style="list-style-type: none"> ◦ The amount spent in the project 'Aggarwal Heights' till the date of disbursal; ◦ Means of Finance of the amount spent on the project; ◦ Bookings made in the project; • Board resolution of the company to avail the loan from PNBHFL and authorizing a full time executive to execute all the documents. • Compliances required under the Companies Act, 1956 and 2013 for the borrowings by a public/ private company. • Affidavit cum undertaking from the promoters that they will not violate the sanction plan approved by competent authority and that the construction shall be strictly as per the sanction plan. • Creditworthiness certificates from all the existing CF, LRD and term loan lenders. • 36 post-dated cheques from BBIPL towards debt obligation; to be replenished 3 months before these are exhausted; besides one cheque of total loan amount. • Revised approval plans for increased units shall be obtained before first disbursement.
Disbursement	<p>Disbursements of loan to be as per cash flows and based on:</p> <ul style="list-style-type: none"> • The progress of project "Aggarwal Heights". • In proportion to investment of Promoter's Contribution. Promoter Contribution in form of equity or interest free unsecured loans from related parties/promoters. • Project debt/ equity to be maintained at less than 2:1 times. • Security Coverage to be maintained at 1.50 times of outstanding loan.

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Other Conditions	<ul style="list-style-type: none"> • Quarterly progress report along with sales, collection and inventory reports to be submitted as per PNBHFL format within 30 days from the close of quarter. • Property insurance of adequate value assigned in favour of PNBHFL. • PNBHFL reserves the right to appoint Security Trustee and the expenses have to be borne by BBIPL. • PNBHFL's name should be displayed at conspicuous parts of the site mentioning that the project is financed by PNBHFL. • CA Certificate to be submitted within a period of 45 days for utilization of funds at each stage of disbursement. • Quarterly report on cost & means of finance deployed on the project 'Aggarwal Heights', certified by an independent Chartered Accountant to be submitted within 30 days from the end of quarter. • Submission of the revised approved plans (if any) to PNBHFL within 30 days from the date of approval. • HFC / Bankers are to be informed about PNBHFL's charge on the said project in case any TPA has been already signed/ to be signed by the developer for individual housing finance availed by the prospective buyers. BBIPL to ensure that all the cases, which have been financed by other lending institutions, the remaining considerations, are to be routed through PNBHFLs Escrow Account only. BBIPL to maintain proper records of the same and submit report on quarterly basis within 30 days from the end of quarters. • BBIPL will inform all the buyers of units sold/to be sold suitably that the amount towards demand raised has to be deposited in the designated PNB Escrow account. • Credit for principal monthly obligation shall be given for amount received. Credit in the loan account/refund for amount of TDS shall be given only when TDS certificates are received. • Project receipts will be utilized for project completion and repayment to PNBHFL. <p>The repayment of proposed loan of INR 37.00 crore will be made through receivables from sold and unsold units of the project "Aggarwal Heights" estimated at INR 123.03 crore. The receivables will be deposited in to master escrow account. From escrow account 70% receivables shall be transferred into RERA account and 30% into designated PNB escrow account. The receivables from the project "Aggarwal Heights" deposited in the escrow account shall be shared in the following ratio between the BBIPL and PNBHFL.</p>
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Distribution of cash receivables	Up to 18 months from the date of the first disbursement	After 18 months from the date of the first disbursement.	To be utilized for
PNB HFL	35%	45%	Towards debt servicing (Principal + Interest) of PNBHFL Loan of INR 40 crore.
BBIPL	65%	55%	Towards project implementation costs for the project "Aggarwal Heights"

Receivables remitted to the current account of BBIPL shall be utilized only for completion of the project. The receivables remitted to PNBHFL's current account shall be utilized towards repayment/prepayment of the proposed loan. End use shall be monitored by way of CA firm certificate.

Interest benefit for the principal repaid shall be given on monthly basis. Equal monthly principal instalment due will be recalculated on the basis of loan outstanding at the commencement of repayment as per schedule. Principal repaid by way of receivable sharing mechanism will be adjusted towards scheduled principal instalment for the month.

NOC for sold and unsold units of the project shall be issued subject to deposit of receivables in the designated PNB Escrow Account and maintaining requisite security cover of 1.50 times of the total loan amount outstanding. Principal repaid by way of receivable sharing mechanism / regular repayment schedule will qualify for NOC charge. PNBHFL may charge towards NOC issuance to be adjusted towards principal repayment in order to maintain security coverage.

Threshold limit for the developer for withdrawal from escrow account of the project "Aggarwal Heights" will be INR 95 crore (including PNBHFL loan funds of INR 37 crore towards the project). End use shall be monitored by way of CA certificate and technical valuations from time to time.

CF of INR 37 crore will be repaid in 24 equal monthly principal instalments of approximately INR 1,54,16,666/- each after a moratorium period of 18 months from the first disbursement.

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	<p>interest there-on at an applicable rate of interest calculated at monthly rest.</p> <p>The borrower will undertake to inform the flat buyers of units sold or to be sold while raising the demand about the PNB escrow account where the funds have to be deposited.</p> <ul style="list-style-type: none"> • Builder buyer agreement shall capture mortgage of project by PNBHFL. • PNBHFL reserves the right to sell units individually & severally in the event of default. • BBIPL to disclose in the Pamphlets/ Brochures/ Buyer Agreement/ to publish in advertisement that the project(s) land are mortgaged to PNBHFL. • BBIPL will actively promote individual home loans of PNBHFL for its customers. • End use will be monitored by way of CA certificate and technical valuation from time to time. • All the assets charged to PNBHFL have to be fully insured against all risks during the currency of PNBHFL's loan. At BBIPL's instructions, PNBHFL agrees to release part of disbursement towards insurance premium towards Construction All Risk (CAR), as a part of the cost of the project from the loan amount sanctioned. <p><u>Undertaking from the Borrower:</u></p> <ul style="list-style-type: none"> • Borrower shall comply with necessary guidelines of RERA at all times during the currency of loan (as and when the act is notified). • Undertaking that BBIPL shall provide sold and unsold data certified by CA of the project "Aggarwal Heights" on quarterly basis. • That any time & cost overrun / shortfall in the project "Aggarwal Heights" to be borne by the promoters. • That the funds brought in by promoters in the form of Capital / Unsecured loans in the project "Aggarwal Heights" will not be withdrawn during the currency of PNBHFL loan. • Current level of unsecured loans of approximately INR 21.43 crore shall be maintained in the books and no interest shall be paid on these unsecured loans during the currency of the proposed loans.
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	<ul style="list-style-type: none"> That during the currency of PNBHFL loan neither any liability nor any third party interest would be created by them in respect of the property where the PNBHFL funds are to be utilized. That PNBHFL's loan will not be used for any unauthorized construction / development on the project "Aggarwal Heights" site. Project Receipts of "Aggarwal Heights" shall be utilized only for the project "Aggarwal Heights" and PNBHFL loan repayment. BBIPL will not undertake buyback/assured return scheme for sale of any unit of the project "Aggarwal Heights" without prior permission from PNBHFL. That all the assets charges to PNBHFL have to be fully insured against all risks during the currency of PNBHFL Loan.
Payment of Interest / Repayment of Loan	<p>CF of INR 37 crore will be repaid in 24 equal monthly principal instalments of INR 1.54 crore after a principal moratorium period of 18 months from the first disbursement, plus interest there-on at an applicable rate of interest calculated at monthly rest.</p> <p>The entire receivables from sold/ to be sold units from the project "Aggarwal Heights" will be routed through escrow account(s).</p> <p>The Interest and Principal repayment to be made from Escrow Account(s). The receipts should include balance payments receivable from sold units prior to the proposed loan with PNBHFL.</p> <p>PNBHFL can review the cash flows PNBHFL may accelerate/modify the repayment schedule.</p>
Validity of the offer	90 days from issue of sanction letter.

General Terms & Conditions:

- Debt to Equity Ratio of M/s. Bankey Bihari Infrahomes Private Limited (BBIPL) to be maintained at 2:1 during the tenure of loan.
- Cross Default Clause: In case the borrowers / allied concerns default in respect of any other loan availed from PNBHFL, then the account shall be considered in default and same is to be placed on alert/caution by doing close monitoring.
- Material/Adverse Change Clause: If there is any material/adverse change with regard to diversification by the borrowers in to some other business/unrelated activity or diversion of fund/change in management etc. prior permission to be obtained from PNBHFL.
- Suitable undertaking from the borrowers / guarantor / holding company that no suit has been filed by any bank/financial institution against them or any of firm/companies in which they are partners/directors/guarantors. Further, no account of the Borrowers / group companies has been declared NPA/settled by giving rebate/OTS by any bank/FI. It is also to be ensured that none of the above persons are in the caution/defaulter list.

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- E. The borrowers would keep PNBHFL informed of the happening of the event likely to have substantial effect on the profit/business or circumstances adversely affecting the financial position of the company, its subsidiaries/ group companies/companies in which it has invested, including any action taken by creditors against the said companies, legally or otherwise.
- F. Billboard/ Hoarding shall be put up on the site that the project is financed by PNBHFL. PNBHFL's Logo and Housing loan schemes shall be marketed in all publicity material of the proposed project, so that prospective purchasers can avail individual housing loan facility from PNBHFL.
- G. PNBHFL's official or other authorized person of PNBHFL shall be permitted to visit the sites of the projects and carry out any inspection / or examine the books of accounts of the projects till the currency of the loan.
- H. PNBHFL has the right to alter or modify any condition or stipulate fresh condition under intimation to the party as mutually agreed.
- I. BBIPL will comply for adherence of National Building Code (NBC) specifications; formulated by Bureau of Indian Standards.
- J. PNBHFL may at its sole discretion disclose any information to any institution(s) including CIBIL, NHB and RBI but not limited to, in connection with the credit facilities granted to the borrowers.
- K. During the currency of the loan, the borrowers shall not, without the prior permission in writing:
 - a) Effect any change in their capital structure, which may affect PNBHFL's interest adversely.
 - b) Formulate any scheme of amalgamation or reconstruction.
 - c) Undertake any guarantee/ obligations on behalf of any other borrowers/organization except subsidiaries/ associates/JVs.
 - d) Declare dividends for any year, if the accounts of the borrowing company with PNBHFL are running irregular.
 - e) Sell, assign, mortgage, alienate or otherwise dispose or any of the assets of the borrowing company charged to PNBHFL.
 - f) Enter into any contractual obligation of a long-term nature materially affecting BBIPL financially.
 - g) Undertake any activity other than those indicated in the object clause of the memorandum of association of the company.
 - h) Permit any transfer of the controlling interest or make any drastic change in the

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managements set up.

- i) Divert / utilize our funds to other sister /associate /group concerns.
- L. In case the borrowers commit default in the repayment of loan/advance or in the payment of Interest thereon or any of the agreed installments of the loan on due date; PNBHFL, CIBIL and/or NHB/Reserve Bank of India will have an unqualified right to disclose or publish the names of the borrowing entity and its directors as defaulters in such manner and through such medium as the company/RBI/NHB in their absolute discretion may think fit.
- M. Audited financials of M/s. Bankey Bihari Infrahomes Private Limited (BBIPL) has to be submitted within six months of completion for each financial year.
- N. The sanction is valid for 90 days from the date of offer.

Kindly sign the duplicate copy of this letter in token of your acceptance and return the same along with demand draft towards the upfront fee. Any other terms and conditions not included in this sanction letter but contained in the loan agreement shall be treated as part of this sanction.

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

For PNB Housing Finance Limited



We, M/s. Bankey Bihari Infrahomes Private Limited, hereby confirm and accept the terms & conditions herein written:

Authorized Signatory

Annexures Enclosed:

Annexure 1: Cash Flow of the Project "Aggarwal Heights".

Annexure 2: Sale Plan of the Project "Aggarwal Heights".

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Cash Flows of the Project "Aggarwal Heights"

Quarters >>	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total									
Quarter End >>	upto 31-12-2015	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec-18	Mar-19	Jun-19	Sept-19	Dec-19	Mar-20	Jun-20	Sept-20	Dec-20	Mar-21	Jun-21		
Fiscal Year End >>	2018	2019	2019	2019	2019	2019	2019	2019	2020	2020	2020	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2022	2022		
Quarter Number in FY >>	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2		
Fund In Flows																									
Revenue From Unsold Units/ud)																									
Revenue from Sold	25.40	1.61	0.65	0.58	0.97	1.42	2.22	3.16	5.24	7.38	9.84	11.35	12.91	14.68	16.31	17.71	24.57	102.96							
Promoters Contributions	28.82																							45.47	
Existing Loan (net of repayment)	18.50																							26.82	
Loan from PNBHFL	-																							18.50	
Total In Flows (A)	72.72	25.16	5.39	5.47	6.02	6.33	7.15	7.45	9.58	11.85	13.36	14.31	14.68	15.21	16.31	17.71	24.57	232.75							
Fund Out Flows																									
Land Cost	6.91	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6.91	
Approval Cost	12.06	1.29	1.48	-	0.92	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16.65	
Construction Cost and Development Cost	38.35	3.01	2.85	3.01	3.17	2.85	2.06	2.14	2.53	3.17	4.04	4.04	-	-	-	-	-	-	-	-	-	-	-	70.00	
Interest on unsecured loans	4.69	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.69	
Marketing & Administrative Cost	4.87	0.23	0.16	0.13	0.14	0.16	0.19	0.13	0.16	0.16	0.16	0.16	0.22	0.22	0.29	0.35	0.38	0.39	0.39	0.39	0.39	0.39	8.00		
Contingencies	-	0.08	0.05	0.04	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.07	0.07	0.09	0.11	0.12	0.13	0.13	0.13	0.13	0.13	0.13		
Total (Operational Outflow)	67.73	4.61	4.53	3.01	4.12	3.37	3.10	2.22	2.34	2.82	3.45	4.42	4.66	4.91	5.22	5.24	5.62	6.22	6.52	7.22	7.44	10.22	12.22	125.50	
Debt Servicing																									
Finance Charges (including proposed loan)	3.80	0.70	0.83	0.93	1.02	1.08	1.18	1.10	0.95	0.80	0.65	0.65	0.50	0.50	0.35	0.20	0.05	0.05	0.05	0.05	0.05	0.05	14.15		
Repayment of Term loan (including prepayment charges)																									
PNBHFL's repayment																									
Total (Debt Servicing Outflow)	3.80	19.57	6.83	6.93	7.02	7.03	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	7.10	18.87	
Total Out Flows (B)	71.58	24.18	5.36	3.94	5.14	4.45	4.28	7.95	7.92	8.25	8.73	9.54	9.54	9.54	9.54	9.54	9.54	177.27							
Opening Balance																									
Surplus (A-B)		1.14	0.98	0.03	1.53	0.89	1.87	2.87	1.66	3.60	4.63	4.77	5.24	5.24	5.24	5.24	5.24	5.24	5.24	5.24	5.24	5.24	5.24	5.24	55.48
Closing Cash Balance		1.14	2.12	2.15	3.68	4.57	9.31	10.47	10.47	10.47	10.47	10.47	10.47	55.48											
Debt/Equity Ratio	0.64	0.80	0.91	1.01	1.11	1.20	1.27	1.11	0.95	0.79	0.63	0.47	0.31	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15		
DSCR (on Periodic CFS)	1.30	1.11	3.59	4.97	5.46	6.94	8.89	2.54	3.59	3.59	4.54	6.77	8.48	1.79											



Quarters >>	Cumulative Till upto 31-12-2017	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Quarter End >>	Mar-18	Jun-18	Sep-18	Dec-18	Mar-19	Jun-19	Sep-19	Dec-19	Mar-20	Jun-20	Sep-20	Dec-20	Mar-21	Jun-21	
Fiscal Year End >>	2018	2019	2019	2019	2019	2020	2020	2020	2020	2021	2021	2021	2021	2022	
Quarter Number in FY >>	Quarter-4	Quarter-1	Quarter-2	Quarter-3	Quarter-4	Quarter-1	Quarter-2	Quarter-3	Quarter-4	Quarter-1	Quarter-2	Quarter-3	Quarter-4	Quarter 1 Total	
Payment Plan	9%	20%	7.00%	8.00%	8.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	100%	
Percentage of sale (unsold units)	1%	2%	2%	3%	4%	6%	8%	9%	9%	10%	10%	12%	22%	100%	
Area Sold (square meters)	14,702	223	557	669	892	1,115	1,338	2,006	2,452	2,898	3,019	3,121	3,232	7,022	
Cumulative area sold (Square meters)	14,702	14,925	15,482	16,151	17,053	18,157	19,495	21,501	23,953	26,351	29,860	32,981	36,214	47,737	
No of units sold	126	2	5	6	8	10	12	18	22	26	27	28	29	35	
Avg. Selling Price Per Sq. Mt.	30,928	30,139	30,139	30,139	30,139	30,139	30,139	30,139	30,139	30,139	30,139	30,139	32,217	32,217	
Sale Value - Sold and Unsold (INR in crore)	45.47	0.60	1.58	1.98	2.62	3.29	3.96	5.85	7.26	8.60	9.64	10.22	10.68	12.71	
Collection -sold and unsold (INR in crore)	25.49	1.66	2.39	2.47	3.02	3.83	5.15	7.45	9.58	11.85	13.36	14.31	10.63	12.71	
														148.43	

