HDFC
HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
www.hdfc.com

Impressa Ventures
301, Laxmi Keshav Complex,
Abhyankar Road, Dhantoli
Nagpur

17 April, 2017

Dear Sirs,

Ref: Construction Finance Facility, Loan Account No. 6280240549

With reference to your application dated 1st January 2017, and further to our recent discussions we set out below the terms of the proposed Financial Facility. If this is acceptable please acknowledge and return a copy of this letter.

1	**Borrower**	Impressa Ventures(IV)
2	**Amount**	Rs. 2.50 crores (Rupees Two Crores and Fifty Lacs only), hereinafter referred to as the **said loan**.
3	**Purpose**	Construction Finance Facility For Construction & Development of Residential Project "Impressa Glory Homes", Gorewada, Nagpur", Kh.No. 87/8,87/7, Mouza: Gorewada, City Survey No. 251, Tehsil & District – Nagpur hereinafter referred to as the **said project**
4	**Drawdown**	1. Loan to be drawn in multiple disbursements or such suitable disbursements as decided by HDFC/depending on progress of construction/valuation. 2. Impressa Ventures will request for a disbursement at least 3 days prior to the drawal of an installment. 3. If drawdown does not commence within 30 days from the date of this letter, all the terms of this letter are subject to review by HDFC. 4. Disbursement will be subject to full operationalisation of the Escrow account opened with HDFC bank. 5. The disbursement of the said Loan

		shall be subject to the title documents in relation to the project having been scrutinized and are valid and enforceable in law.
5	**Term**	18 months from the date of first disbursement.
6	**Repayment**	Impressa Ventures will repay a certain percentage of all sales receipts from sold and unsold flats/units in the said project towards principal repayment from the 1st month from date of 1st disbursement or earlier at HDFC's option, this %age receivables is subject to review on a quarterly basis based on HDFC's formula. However, Impressa Ventures will ensure that the maximum principal outstanding from the date of first disbursement of the Loan does not exceed as per the schedule below:

Monthend	Prin O/S (Rs in Lacs)
14	200.00
15	150.00
16	100.00
17	50.00
18	0

Or earlier at HDFC's option.

7	**Security**	Mortgage of land bearing Kh. No. 87/8, 87/7, Mouza: Gorewada, City Survey No. 251, Tehsil & District – Nagpur admeasuring plotable area of 13796 sq.ft together with the building and structure standing thereon both present and future. 2. 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/Cashflows/Revenues including booking amounts arising out of or in connection with or relating to the project.

		Personal Guarantees Personal guarantee of the Mr.Abhay Joshi,Mr.Amir Vali, Mr.Shabbir Vali and Mr.Akash Ramteke Other Security Any/or other security of similar / higher value acceptable to HDFC
8	**Security Cover**	As determined by HDFC from time to time.
9	**Interest Rate**	As in the Facility Agreement, inter alia including but not limited to the following: 1 (a) The rate of interest applicable will be linked to HDFC Corporate Prime Lending Rate (HDFC CPLR). The HDFC CPLR as on date is 17.50% per annum and the Applicable Rate will be 14.00% per annum (Spread minus 350 bps). You shall pay interest on the outstanding principal amount of the said Loan at the end of each 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 outstanding Loan amount, based on the then prevailing HDFC CPLR rate, and that you shall thereafter pay interest at such reset rate. Provided HDFC in its sole discretion may call upon you to pay the interest on such other dates, as HDFC may deem fit. Provided further, the last interest installment shall be paid simultaneously with the last installment of the principal amount of the said Loan. 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 Loan. (c) "Reset Date" shall mean 1st of every calendar month from which the Applicable Rate is calculated and becomes Applicable on the Borrower. (d) HDFC may, at its sole discretion, charge interest on the Said Loan at the weighted average Rate of interest on the disbursements made out of the Said Loan

		For the purpose of this clause "weighted average rate" means the weighted mean of the Rates of interest Applicable to the Said Loan
	Discount in ROI	<table><tr><th>Criteria</th><th>Discount on ROI (%)</th></tr><tr><td>Retail individual Loans in the Project upto 25% of the CF Loan Amount</td><td>0.10%</td></tr><tr><td>Retail individual Loans in the Project upto 50% of the CF Loan Amount</td><td>0.15%</td></tr><tr><td>Retail individual Loans in the Project upto 100% of the CF Loan Amount</td><td>0.25%</td></tr><tr><td>Retail individual Loans in the Project upto 125% of the CF Loan Amount</td><td>0.75%</td></tr></table>
10	**Fees**	
	Administrative Fee	1.00% of the loan amount after signing Facility Agreement + service tax and education cess.
11	**Other Conditions**	1.The said Loan will be disbursed in suitable installments to be determined by us in consultation with you and after you have complied with all requirements of HDFC. 2.You shall also execute a Facility Agreement; Demand Promissory Note and/or such other documents as may be required by HDFC in the format laid down by HDFC. 3. 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, you shall reimburse to HDFC 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 you to HDFC in connection with the said Loan. 4.The said Loan is subject to approval

		from the financial institution and/or banks from which your Company might have taken loans so far, if such an approval is stipulated in your agreement/arrangement with them. 5. You shall not raise any loans from any other source, for this project without prior written permission from HDFC. 6.You shall at all times during the pendency of the said Loan take such steps as may be required and keep the property financed/ property/ies offered as security, insured with such insurance agency as approved by HDFC, first of such preferences be HDFC ERGO General Insurance Company. The said insurance policy/ies shall be endorsed in favour of HDFC and shall be deposited with HDFC at the time of execution of the Facility Agreement and other related documents unless expressly permitted by HDFC in writing; 7. This letter has been issued subject to HDFC being satisfied, that the project financed and the securities for the said Loan and all the documents of title relating thereto, the legal validity of undertaking the project/s by you and other ancillary documents in relation thereto have been scrutinized and are valid and enforceable in law. 8. You shall take a written No Objection Certificate (NOC) from HDFC for sale of each unit, in the Said Project. The NOC shall be taken from HDFC as and when each unit is sold, failing which HDFC will have a right to treat this as an event of default and call back the Said Loan. The borrower shall also ensure that all intending customers are referred to HDFC for Individual Loans and the right of first refusal of Individual Loan applications in the above project shall lie with HDFC. 9.(a) You shall maintain an Escrow Account and a No Lien Account (Designated Account) with a Bank

		acceptable to HDFC. All disbursements of the said Loan made to you will be in the No Lien Account only. You will ensure that the said Receivables shall be deposited in the Escrow Account only. From the 1st month from the date of 1st disbursement of the loan a certain percentage of the funds received in the escrow account will be transferred to the account of HDFC Limited towards principal repayment and the balance to be transferred to the No Lien Account. You will primarily utilise the funds from the No Lien Account for the specific purpose of your working capital requirements, payment of interest and other dues to HDFC. HDFC shall have full authority to monitor all transaction in these accounts in such manner, as it may deem necessary. HDFC may appoint such external agencies or individuals for the above purpose. Any fees/charges that may be payable for the above shall be borne by you without any demur. HDFC's decision on this shall be final and binding on you. (b)HDFC will have the first option to adjust the sale proceeds against the principal outstanding/ other dues. 10.You will give the following irrevocable instructions to the concerned Bank with reference to the said accounts: a)that the Bank will be authorised to send to HDFC statements pertaining to these accounts directly to HDFC at such frequency as HDFC may require at anytime. b)that HDFC has a right to cause the Bank to freeze the accounts at any time without your confirmation and that on the request of HDFC. c)the Bank will on freezing the accounts or otherwise transfer the outstanding credit in the accounts to HDFC, as instructed by HDFC, without having to obtain any further instructions from you.

		d)that the Bank will abide by any instruction that HDFC may give to the Bank in connection with the said accounts without any reference to you. e)You shall procure and produce to HDFC a written confirmation of the above from the Bank prior to execution of the Facility agreement. 11. You 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 infusion of fresh funds therein by you in a manner and form as mutually acceptable to you and HDFC. The support shall be kept valid until repayment of the entire loan with interest and all other dues. It is also understood that you 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 HDFC with interest and all other dues is made to HDFC. 12.All project and financial audit charges if required shall be borne by the Borrower. 13.Disbursement of the loan will be as per progress of construction / project valuation. Any shortfall in project funding and/or any increase in project cost would be met by the Borrower by way of promoter contribution. 14.HDFC to have first right of refusal for all retail loans to prospective purchasers
12	**Representations, Warranties and Covenants**	1. Those usually found in Financial Facility of this kind (including environmental covenants, covenants regarding any approval/s in terms of NHB Guidelines and compliance of Building Code). 2. As prescribed under the Facility agreement of HDFC to be executed by you. 3. HDFC's Financial Facility will not be subordinate to any other borrowing by

		the Borrower. 4. That Borrower shall not offer any terms better than that offered to HDFC to any other lender.
13	**Events of Default**	Those usually found in Financial Facilities of this kind (including cross default and material adverse change). It will be an event of default if there is any change in ownership of the Borrower.
14	**Legal Costs**	For the account of the Borrower whether or not the Financial Facility or any part is drawn.
15	**Law and Jurisdiction**	Any dispute under the facility agreement will be under jurisdiction at Nagpur.

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 from 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. Along with the Acceptance Copy, you are requested to send us a cheque/ demand draft of Rs. 2,87,250/- (Rupees Four Lacs thirty One thousand, two hundred and fifty only) in favour of HDFC Limited payable at Nagpur on account of Fees of Rs. 2,50,000/- ,taxes of Rs. 37,500/-, failing which the offer is liable to be withdrawn.

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 CORPORATION LIMITED

AUTHORISED SIGNATORY

Enclosed: Disbursement Schedule