

S. No.	Particulars	Description
1	Limit (Facility Amount)	Rs.8,00,00,000/- (Rupees Eight Crores only)
2	Purpose of the Facility	Working Capital Requirement
3	Nature of Facility	Revolving Credit Facility
4	Applicant	M/s Regalia Builders
5	Co-Applicants	Mr. Anil Kumar Gupta Mr. Ashok Kumar Jain Mr. Shabbir Khan
6	Guarantor	NA
7	Lender/Subscriber	Au Financiers (India) Ltd. (AUFIL)
8	Rate of Interest	16% p.a. on monthly basis (Fixed). Interest to be paid on monthly basis as and when debited.
9	Processing Fees (Upfront)	Nil
10	Door to door Tenor	12 Months (Limit to be reviewed on Annual Basis)
11	Moratorium	Nil
12	EMI Amount on Sanction Amount	Nil
13	Repayment	Interest to be served for First 12 months. Post that, Limit will be reviewed.

Dear Sir/Madam,
Subject: Sanction of Loan Facility of Rupees Eight Crores only/-
With reference to above cited subject & your application for sanction of the loan and the subsequent discussions, We are pleased to communicate the sanction of an amount of Rs.8,00,00,000/- (Rupees Eight Crores only) subject to the following terms and conditions mentioned below :-

CIN No.U36911RJ1996PLC011381
Date: 11th March '17
To,
M/s Regalia Builders,
6-D CORPORATE TOWER-A,
2, JLN MARG, JAIPUR - 302015





CIN No.U36911RJ1996PLC011381

19-A, Dhureshwar Garden, Ajmer Road, Jaipur-302001
Phone: +91-141-3910000 Fax: +91-141-4210090
E-Mail: customercare@aufin.in

For M/s REGALIA BUILDERS
Partner

14	Escrow Account for deposit of sale proceeds of units in the Project	No	Transfer to LAN No LSJMA03013-140216969
15	Disbursement Type		The Applicant and Co-applicants shall secure the Facility, all interest thereon, costs, charges, expenses and all other monies in respect thereof by creating Equitable Mortgage on property Situated at Plot No.GH-01, Scheme, Village, Jirota, Tehsil Sanganeer, Jaipur admeasuring 23887.39 sq mtrs.
16	Primary Security		Primary Security to be maintained minimum 2 times of the Loan amount and during currency of facility. Receivables to be maintained minimum 3 times.
17	Required Security Margin		Prepayment interest of 3% on outstanding principal amount will be charged in the event the Applicant prepays the facility partial or full by availing finance from other company's / financial institutions(Balance Transfer from other Company's/Financial Institution).
18	Prepayment Interest		If interest and/or principal instalments due are defaulted/ delayed, compounded monthly, for defaulted/delayed period on the interest rate, additional interest @ 36% p.a. over and above the interest rate, interest/instalments due (calculated from due date till date of payment) will become payable.
19	Additional Interest in case of default		• Clear, Marketable, Unencumbered title of property at Plot No.GH-01, Scheme, Village, Jirota, Tehsil Sanganeer, Jaipur admeasuring 23887.39 sq mtrs.coming as security for loan; • Upright creation of above mentioned security before first disbursement/ allotment; • Satisfactory CIBIL report in respect of Applicants/Partners/AOP/Directors of the companies / guarantors; Signing of all the facility documents as suggested by empanelled lawyers, to the satisfaction of AUFL; • Compliance of any other pre-disbursement conditions as may be incorporated in the Loan Agreement / Sanction letter; • Facilities shall be released only after the loan documents executed by the Applicant got verified by empanelled lawyer of AUFL; • Payment of processing fees & all other applicable charges; • The limits will be released only after the terms and conditions of the sanction are accepted/ acknowledged by the Applicant/Guarantor. The Applicant and guarantor(s) shall furnish a letter for having accepted.
20	Pre-disbursement conditions		

For M/s REGALIA BUILDERS
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22	Applicant's Covenants	• The Applicant and Co-applicants shall maintain Required Security Margin of 2 of outstanding facility amount during the entire tenure of the Facility. In case the value of the properties secured below the Required Security Margin specified above, the Applicant shall create security on additional assets or deposit the amount in order to maintain the Required Security Margin specified above. • In case of default AUFIL has the right to recall the Facility. • Copy of provisional financials of Applicant and personal guarantor(s) will be submitted within 3 months from the end of each financial year & audited financials within 6 months from the end of each financial year. • Applicant will submit quarterly certificate about status of project construction/completion from approved architecture/technical firm. • Applicant will submit monthly statement of inventory or unit sold and unsold, proceed received and
21	Disbursement Conditions	• All terms and conditions; • The Applicant(s)/co-applicant(s) shall submit consent letter for defaulters' list of RBI, CIBIL Data or otherwise in the event of default on the part of the Applicant. • Insurance: - The underlying property to be insured for full value for any damage/destruction etc. • Any other document require for disbursement • New Loan agreements to be executed for the New LAN's of Rs 8 Cr in the name of Regalia Builders. • Stamp Duty would be charged on Rs 8 Cr in the name of Regalia Builders • Authority Letter of M/s Regalia Builders • KYC of Applicant and all the Co-applicants • Sanction Letter of Rs 8 Cr • Supplementary loan agreement for reduction the limit of Reverence Enterprises LLP from 23 Cr to 15 Cr. • Cross collateralized Indemnity • IFC Undertaking • Builder Undertaking • Letter of Continuity of DPN • Partnership Deed of Regalia Builder

CIN No.U36911RJ1996PLC011381



FOR M/S REGALIA BUILDERS

Partner

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Other Terms & Conditions:-

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing the above National Building Code Specifications in the Projects.
2. All documentation charges (including stamp duty), legal and valuation charges shall be borne by the Applicant and will be deductible from the disbursement amount.
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, the Applicant shall reimburse to AUFL 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 the Applicant to AUFL.
4. It is the responsibility of the Applicant to ensure that the properties in respect of which equitable mortgage shall be created by the Applicant in favour of AUFL be duly insured at their own cost & expenses for all risk & the same to be assigned in favour of AUFL.
5. The title of the properties to be clear, marketable, unencumbered & the same to be satisfactory & acceptable to AUFL. The search in the ROC & in the Sub-Registrar's Office to be done & the same should be satisfactory.
6. An undertaking is to be obtained from the Applicant that in the event of default for any payment made by the Applicant, group companies/entities.

Other Terms & Conditions:-

1. Applicant will submit notarized affidavit from the directors whose names appeared in any defaulters list stating that they are not connected with those defaulter companies/firms either as partners/directors or guarantors. The Applicant will enquire with the bankers of the defaulters. AUFIL will verify with ROC and also verify their DIN numbers and ensure that the names in the above list are different and in no way linked to the directors of the Applicant Company and that it is only name similarity. AUFIL will confirm the same before the release of the limit.
2. The Applicant shall undertake that they will abide by the regulatory guidelines so as to deploy funds sanctioned/dispursed by AUFIL to them, only in the permissible areas and in conformity with the guidelines laid down by the regulatory authority/development authority.
3. The Applicant shall undertake that credit facility shall be utilized for the specific purpose for which the same has been sanctioned.
4. The Applicant shall undertake that the facility shall not be utilized for making investments both of current and long-term nature, in any company / entity by way of shares, debentures, etc.
5. The funds shall not be utilized for granting unsecured loans / inter-corporate deposits to/in any company and for granting all types of loans and advances to subsidiaries, group companies/entities.

Special Condition:-

statutory auditor of the Applicant as per annexure -1.

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month or there is any shortfall in payment of instalment, they shall pay the due amount of instalments from their own sources.

7. AUFIL shall be entitled to revoke the sanction of the facility, inter-alia in any of the following circumstances:-

- If there is any material change in the purpose/s for which the loan/facility has been sanctioned;
- In the sole judgment of AUFIL any material fact has been concealed and/or become subsequently known;
- Any statement made by or on behalf of the Applicant's application or otherwise is incorrect, incomplete or misleading;
- There is default under or a breach of the terms and conditions of the facility or any other loan/facility offered by AUFIL to the Applicant(s) and/or Co-Aplicant(s) / Guarantor(s);
- The legal / technical report on the property or any other verification report on the Applicant / Co-applicant / guarantor is not to the satisfaction of AUFIL in its sole & absolute discretion;
- Any information as may be required by AUFIL from time to time pertaining to the Property is not furnished in the form prescribed / approved by AUFIL;
- Any material fact concerning the Applicant's profits, etc., or ability to repay, or any other relevant aspect of it is withheld, suppressed, or concealed or not made known to us; and
- If AUFIL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.

Standard Covenant forming part of Terms and Conditions:-

- AUFIL will have the right to examine at all times, the Applicant's books of accounts and to have the auditors and/or technical experts and/or management consultants or other persons of the choice of AUFIL. Cost of such inspections will be borne by the Applicant.
- During the currency of the credit facility, the Applicant will not, without the prior permission in writing -
 - Effect any changes in the Applicant's capital structure or share holding pattern;
 - Formulate any scheme of amalgamation or re-construction or restructuring of any kind;
 - Invest by any way of share capital in, or lend or advance funds to, or place deposits with any other concern (normal trade credit or security deposits in the normal course of business or advance to employees, can, however, be extended);
 - Undertake obligations on behalf of any other Company or Person;
 - Monies brought in by principal shareholders/depositors will not be allowed to be withdrawn without permission;
 - The Applicant should not make any major change in their management set up, without the permission.

For M/s REGALIA BUILDERS

Partner

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(g) Create any further charge, Lien or encumbrance over the assets and properties of the Applicant charged to AUFIL in favour of any other company, financial institution, Banks, Company or any other Person.

h) Sell, assign mortgage or otherwise dispose of any of the assets mortgaged/charged to AUFIL.

3. The credit facility should be utilized for the specific purpose for which the same has been sanctioned and if AUFIL has reason to believe that the Applicant has violated or apprehends that the Applicant are about to violate the said condition, AUFIL will have the option to exercise its right to recall the entire Facility or any part thereof at once.

4. AUFIL reserves the right to alter/cancel and or/modify the credit limits/loans sanctioned and/ or any other terms and conditions as it may deem fit absolutely at its discretion without notice and without assigning any reason thereof.

5. AUFIL will have the option of appointing its nominee on the Board of directors of the Applicant company to look after its interests. The director's normal fees and expenses will be defrayed by the Applicant. Such director shall not be required to hold qualification shares and shall not be liable to retirement so long as the credit facilities granted by AUFIL to the Applicant company are outstanding

6. The Applicant should undertake that they should not induct a person who is a director on the Board of a company which has been identified as a wilful defaulter and that in case, such person is found to be on the board of the Applicant company, the Applicant would take expeditious and effective steps for removal of the person from its Board. The aforesaid undertaking may be obtained by way of separate letter/ duly executed by Applicant on non-judicial stamp paper.

7. Event of Default by the Applicant & Consequences:- Following circumstances shall construed the event of default:-

- Non-payment of amounts due under the Facility on the relevant due date by the Applicant;
- Breach of any terms & conditions of the term sheet & transaction documents;
- Material adverse change to the Applicant;
- Restructuring/winding up/sickness bankruptcy of the Applicant;
- Compulsory acquisition, nationalization or expropriation of a substantial part of the assets of the Applicant;
- Cancellation of approval by any developing authority or material delay in receiving the approval which can substantially delay or discard the project,
- In the above circumstances of default, AUFIL shall be entitled to rights, including but not limited to:-
 - To demand immediate payment of the default amount out of his own sources;
 - To nominate a director on the board of the Applicant

8. AUFIL reserves the right to rearrange the repayment schedule and to call upon the Applicant to accelerate the payments, if the Applicant's financial position so warrants as per the opinion of AUFIL.

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9. Any Default, Fraud, Legal incompetence during the currency of the limits, Non Compliance of agreed terms and conditions, Non-submission of required papers, over dues in the working capital loan, any other irregularities by the Applicant will enable AU FIL to recall the Facility.

10. AU FIL reserves the right to stop further disbursements without assigning any reason at its sole discretion.

11. The rate of interest and margins stipulated are subject to changes from time to time at the sole discretion of AU FIL.

12. The Applicant will keep AU FIL informed of the happening of any event likely to have substantial effect on their profit or business, with explanations and the remedial steps proposed to be taken.

13. The Applicant shall keep AU FIL advised of any circumstances adversely affecting the financial position of their subsidiaries/group companies or companies in which it has invested, including any action taken creditor against the said companies legally or otherwise.

14. The validity of sanction is Fifteen (15) days from the date of sanction to accept the same by the Applicant. We hereby request you to sign the attached duplicate copy of sanction letter as your acceptance of this terms and conditions of the above limit(s) and return it to us. We look forward to your acceptance of the sheet to expedite the conclusion of this transaction and the disbursement hereunder. We, however, reserve the right to revoke in part or in full or withdraw any notice or giving any reasons for any purpose whatsoever, at our absolute discretion. Further, this sanction does not vest in any one; the right to claim any damage against AU FIL for any reasons whatsoever.

Thanking You,

Yours Faithfully
For Au Financials (India) Limited
Authorized Signatory

For M/s REGALIA BUILDERS
Partner
Amulya

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