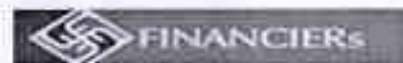


CIN No.U36911RJ1996PLC011381



Date: 9th Mar'15

To,
Mr. Suresh Upadhyay
8, Bhatt ji ki Badi, Bhupalpura Extension,
Udaipur - 313001

Subject: Sanction of Loan Facility of Rupees Four Crores only.

Dear Sir/Madam,

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.4,00,00,000/- (Rupees Four Crores Only)** subject to the following terms and conditions mentioned below :-

S. No.	Particulars	Description
1	Limit (Facility Amount)	Rs.4,00,00,000/- (Rupees Four Crores only)
2	Purpose of the Facility	For Construction of 45 Residential Units in Mangalmurti Residency in Udaipur
3	Nature of Facility	Revolving Term Loan Facility
4	Applicant	Suresh Upadhyay
5	Co-Applicant	Ram Suresh Yadav
6	Guarantors	Unique Buildtech Engineers (P) Ltd Drillers and Drillers
7	Lender/Subscriber	Au FINANCIERS (INDIA) Ltd. (AUFIL)
8	Rate of Interest	18.0% p.a. (Fixed). Interest to be paid on monthly basis on the last day of Each Month
9	Processing Fees (Upfront)	1.0% Plus Applicable Taxes (All Other Actual Charges to be borne by Customer)
10	Door to door Tenor	30 Months (Including Principal Moratorium period)
11	Principal Moratorium	15 Months from the date of First Disbursement
12	EMI Amount on Sanction Amount for 15 months	Rs.29,97,775/-

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19-A, Dhuleshwar Garden, Ajmer road, Jaipur-302001

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13	Repayment	1. Escrow Account for deposition of sale proceeds from the Project shall be opened. 2. Post completion of moratorium period from the date of first disbursement, outstanding amount at the end of such Moratorium period will be repayable in monthly installments for remaining 15 months. EMI for 15 Months on Sanction Amount is Rs.29,97,775/- which is subject to outstanding amount post completion of moratorium period. 3. Higher of EMI due or Principal Repayment Due as per Ratio through Escrow will be repayable after completion of Moratorium Period. 4. During the tenure of the Facility, Principal Repayment shall be through sale receipts in Escrow account pertaining to project in the ratio of 35:65 between lender and borrower respectively from the first date of Disbursement only. 5. All the Terms and Conditions to be decided by Lender i.e. AUFIL.
14	Escrow Account for deposition of sale proceeds of units in the Project	Yes
15	Disbursement Type	As per Construction Stages mentioned in Disbursement Schedule
16	Primary Security	The Applicant and Co-Applicant shall secure the Facility, all interest thereon, costs, charges, expenses and all other monies in respect thereof by creating Equitable Mortgage on the property situated at Plot No.17 and 18, Khasra No.1127 to 1131, 1134, 1135, Village Bhuwana, Girva, Udaipur admeasuring 1623.46 sq yards which is to be purchased in the Legal Ownership of Suresh Upadhyay and Ram Suresh Yadav
17	Required Security Margin	Primary Security to be maintained minimum 2.28 times of the Loan amount at the time of completion of the project. Receivables from the Project to be maintained minimum shall be 2.77 times throughout the tenure of the Loan Amount.
18	Prepayment Interest	Nil when payment made from Own Sources. Prepayment Interest of 3% on outstanding principal amount will be charged in the event the Applicant prepays the facility partially or fully by availing finance from other company's/financial institutions.
19	Additional Interest in case of default	If Interest and/or principal instalments due are defaulted/ delayed, additional interest @ 18% p.a. over and above the interest rate, compounded monthly, for defaulted/delayed period on the interest/Instalments due (calculated from due date till date of payment) will become payable.

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20	Pre-disbursement conditions	- Valuation Report by empanelled valuer of AUFIL; - Clear, Marketable, Unencumbered title of properties given as security for loan; - Clear Title Search report by empanelled Lawyer; - Upfront 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 AUFIL; - 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 AUFIL; - 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 all terms and conditions; - The Applicant(s)/co-applicant(s) shall submit consent letter for disclosing their name along with all the guarantors & directors in the 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
21	Sanction and Disbursement Conditions	- Equitable Mortgage Deed to be created executed in Favor of the AUFIL by deposition of Original Property papers with Complete Chain. - Escrow Account needs to get opened in which all the receivables from the project shall be transferred. All the T & C shall be decided by lender. - Builder will take NOC from us before selling a particular flat in the building - Initial Moratorium period shall be 15 months. Post completion of the same, we shall start EMI for remaining tenure of Facility - Borrower need to put a clause in its Agreement with its customer that Borrower has taken a loan on the project from AUFIL and all the consideration has to be transferred into Escrow account to be opened with AUFIL. - Signage of "Au Financiers India Ltd." is to be kept at the project of the Builder.

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- Two Companies M/s Unique Buildtech Engineers Pvt. Ltd & Drillers and Drillers to provide the Corporate Guarantee. Positive CIBIL and ROC search Report should be there. Minimum 51% of the shareholding to come on loan structure
- Repayment To be taken from Joint Account of the Applicant and Co-Applicant
- Registered Sale Deed to get executed by Mamta Jain as herself and as guardian of Laxita and Vainkateshraj for their transferring complete share in the primary security in the name of Suresh Upadhyay and Ram Suresh Yadav respectively before disbursement
- SPDCs to be taken from both Applicant and Co-Applicant
- Residence Visit of Co-Applicant to be done by BM
- Copy of Sanction Letters/SOA of 3 Facilities running in the one of the Explosive Company SHIVA EXPLOSIVES INDIA PRIVATE LIMITED (7.25 Cr +4.07 Cr + 4.07 Cr)
- Details of Business Loan of Rs.10.20 Lacs and loan of Rs.6.20 Lacs of Applicant to be documented.
- NOC of 2 closed Loans (Business and Personal) of Ram Yadav Suresh to be documented
- Builder Undertaking with Rs.100 Franking and notary
- IFC Undertaking for Compliance of Laws Rs.100 Franking and notary
- Undertaking of Unsold and Sold Stock on Letterhead
- C.A. Certified Net Worth Statement of Both the Applicant and Co-Applicant.
- Internal Technical Report to be cleared by Technical Head Amit Dass
- Disbursement will be subject to Clear Legal Title of the Property
- Copy of construction plans passed in all phases (Specifically for 2 extra Floors), Applicable NOCs and Construction Permission Letter of the project.
- Certified Cash Flow Statement
- Certified updated Booking MIS as on date
- Disbursement Schedule:-

STAGE	AMOUNT
Current (40%)	150
After Roof Casting of Seventh Floor	50
After Roof Casting of Eighth Floor	50

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		After Completion of Brick Work	50
		After Completion of Inside and Outside Plaster (75%)	50
		After Completion of Flooring (85%)	25
		At 95% Stage	25
		TOTAL	400
22	Applicant's Covenants	- The funds to be used only for the purpose it is being disbursed and not to be used for any other purpose; - The Applicant and Co-applicants shall maintain Required Security Margin of 2.28 Times of outstanding facility amount during the entire tenure of the Facility. In case the value of the properties secured falls 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 receivables certified by statutory auditor of the Applicant as per annexure -1.	

Special Condition:-

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 defaulting companies and obtain written confirmation that the constituents referred to them are not their 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/dispensed 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.

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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.

Other Terms & Conditions:-

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing Guidelines for regulating the Building Construction Activities. Applicants have to agree for adherence to the above National Building Code Specifications or other applicable laws applicable in Gujarat State in such Projects.
2. All documentation charges (including stamp duty), legal and valuation charges shall be borne by the Applicant and will be deductible from the disbursal 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 AUFIL 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 AUFIL.
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 AUFIL is duly insured at their own cost & expenses for all risk & the same to be assigned in favour of AUFIL.
5. The title of the properties to be clear, marketable, unencumbered & the same to be satisfactory & acceptable to AUFIL. 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 particular 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:-
 - a) If there is any material change in the purpose/s for which the loan/facility has been sanctioned;
 - b) In the sole judgment of AUFIL any material fact has been concealed and/or become subsequently known;
 - c) Any statement made by or on behalf of the Applicant's application or otherwise is incorrect, incomplete or misleading;
 - d) 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-Applicant(s) / Guarantor(s);
 - e) 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;
 - f) 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;

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- g) 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
 - h) If AUFIL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.
8. AUFIL will have rights to scrutinize and audit the expenses, which are incurred in the project.

Standard Covenant forming part of Terms and Conditions:-

1. AUFIL will have the right to examine at all times, the Applicant's books of accounts and to have the Applicant's project sites inspected from time to time by officer(s) of and/or qualified auditors or concurrent 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.
2. During the currency of the credit facility, the Applicant will not, without the prior permission in writing –
 - a) Effect any changes in the Applicant's capital structure or share holding pattern;
 - b) Formulate any scheme of amalgamation or re-construction or restructuring of any kind;
 - c) 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);
 - d) Undertake guarantee obligations on behalf of any other Company or Person;
 - e) Monies brought in by principal shareholders/directors/depositors will not be allowed to be withdrawn without permission;
 - f) The Applicant should not make any major change in their management set up without the permission;
 - g) Create any further charge, Lien or encumbrance over the assets and properties of the Applicant charged to AUFIL in favor of any other company, financial institution, Banks, Company or any other Person.
 - h) Sell, assign mortgage or otherwise dispose off 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.

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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:-
- a) Non-payment of amounts due under the Facility on the relevant due date by the Applicant;
 - b) Breach of any terms & conditions of the term sheet & transaction documents;
 - c) Material adverse change to the Applicant;
 - d) Restructuring/winding up/sickness bankruptcy of the Applicant;
 - e) Compulsory acquisition, nationalization or expropriation of a substantial part of the assets of the Applicant;
 - f) 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:-
- a) To demand immediate payment of the default amount out of his own sources;
 - b) 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.
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 AUFIL to recall the Facility.
10. AUFIL 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 AUFIL.
12. The Applicant will keep AUFIL 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 AUFIL 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.

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14. The validity of sanction is Fifteen (15) days from the date of sanction to accept the same by the Applicant.

We here by request you to sign the attached duplicate copy of sanction letter as your acceptance of the terms and conditions of the above limit(s) and return it to us. We look forward to your acceptance of this 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 /stop financial assistance or to amend any of the terms of sanction including ROI at any stage without 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 AUFIL for any reasons whatsoever.

Thanking You,
Yours Faithfully

For Au Financiers (India) Limited

Authorized Signatory

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