

RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45400MH2014PTC259272

Date: November 22, 2018

To,
Mr. Sagar Dharankar,
The Corporate Action Department.
National Securities Depository Limited,
4th Floor, Trade World, Kamala Mill Compound,
Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.

Sub.:- Submission of Documents for Corporate Action for 650 Debentures of Rs.10,00,000/- each

Dear Sir,

We would like to inform you that we have allotted 650 Debentures of Rs. 10,00,000/- each. For the same find enclosed with this letter the following:-

- Corporate Action Form alongwith Annexure.
- Board Resolution for Allotment of 650 Debentures dated October 30, 2018.
- Board Resolution for issue and allot Debenture dated August 4, 2018.
- Board Resolution for authorized Mr. Quaiser Parvez to file Corporate Action with NSDL dated October 30, 2018.
- Letter for Compliance of Section 42 of the Companies Act, 2013.
- Form PAS-3 with Challan.
- Cheque of Rs. 1475/- drawn in favour of NSDL as Corporate Action Fees.
- Term Sheet for issue of Debenture.

Kindly let us know if any other formalities are to be complied with.

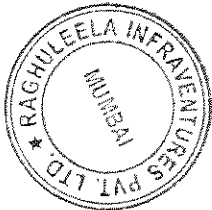
For any of your queries / requirements please feel free to speak to Mr. Mehul Parekh on 92232 31214 / 98925 61739 or mail him on mehul@mehulparekh.com.

Kindly acknowledge the receipt of the same.

Thanking You,

Yours faithfully,
For **Raghuleela Infraventures Private Limited**

Jiten Uttwani – Director
DIN:07087310



RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45400MH2014PTC259272

CORPORATE ACTION INFORMATION FORM

(For Debt instruments - Allotment)

Ref. No. : _____

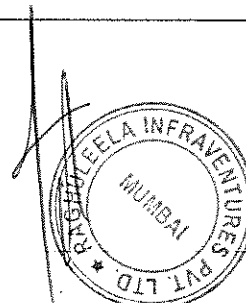
Date : November 22, 2018

To,
Vice President
National Securities Depository Limited
Trade World, A Wing
Kamala Mills Compound, Lower Parel
Mumbai – 400013.


We wish to execute corporate action to **credit** the following securities to the accounts in NSDL.
The details of the securities allotted are given below:

ISIN	INE02PL07017
Security Description	16.98% SECURED UNRATED UNLISTED NON CONVERTIBLE DEBENTURES.
Allotment Date	October 30, 2018
Face Value per security	Rs. 10,00,000/-
Distinctive Numbers	NCD-1 to NCD-650
Whether this issue is placed through Electronic Book Provider (EBP) Mechanism	(Yes/No)
If through EBP, name of Electronic Book Provider	NA
Funds Settlement (Tick any one as applicable)	<input type="checkbox"/> Through Clearing corporation <input type="checkbox"/> Through Issuer's Escrow Bank
If through Clearing Corporation, name of clearing corporation	NA

<i>Allotment Details</i>	<i>No. of records</i>	<i>No. of Securities (Quantity)</i>
Electronic Form – NSDL	2	650
Electronic Form – CDSL	-	-
Physical Form	-	-
<i>Total Allotted</i>	2	650



Signature



1. Enclose a copy of the Board Resolution for allotment of the above securities.
2. Ensure that the above details reach NSDL atleast two days before execution of corporate action.
3. The form should be signed by the Company Secretary or Compliance Officer or Managing Director.
4. After submitting the Corporate Action Information Form and payment of fees to NSDL, you may advise your R & T Agent / Registry Division to execute the corporate action.

RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45400MH2014PTC259272

Annexure A

Date: 22/11/2018

To,
The Managing Director,
National Securities Depository Limited.
Trade World, 4th floor, Kamala Mills Compound,
Senapati Bapat Marg, Lower Parel,
Mumbai - 400 013

Dear Sir,

We intend to issue securities under existing ISIN as per details given below. We hereby declare that there is no modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc. and are pari passu with the bonds / debentures under the following ISIN wherein the new securities being issued.

Details of current issue:

ISIN	INE02PL07017
Date of Allotment (in DD-MM-YYYY)	30-10-2018
Date of Maturity (in DD-MM-YYYY)	29-10-2022
Allotment Quantity	650
Issue Price (in Rs.)	Rs. 10,00,000/-
Face Value (in Rs.)	Rs. 10,00,000/-
Issue Size (in Rs. Crs.)	65
Certificate Nos./Distinctive Nos. (From – To)	NCD-1 to NCD-650

Issuance history under the aforesaid ISIN (including current issue):

Sr. No.	Date of Allotment	Allotment Quantity	Cumulative Quantity	Issue Price (in Rs.)	Issue Size (in Rs. Crs.)	Cumulative Issue Size (in Rs. Crs.)
1.	30-10-2018	650	650	10,00,000/-	65	65

Note: Add rows, if applicable

For Raghuleela Infraventures Private Limited

Jiten Uttwani – Director
DIN:07087310



RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45400MH2014PTC259272

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF RAGHULEELA INFRAVENTURES PRIVATE LIMITED ("COMPANY") HELD ON OCTOBER 30, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT ONE BKC, A WING 14 FLOOR, PLOT NO. C-66, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI 400 051

ALLOTMENT OF NON CONVERTIBLE DEBENTURES

"RESOLVED THAT pursuant to the approval of the Shareholders by way of Special Resolution at the Extra Ordinary General Meeting of the Company held on August 4, 2018 at its registered office, the Board of Directors of the Company be and is hereby authorized to allot 650 (Six Hundred Fifty) fully paid up Unlisted, Fully Secured, Redeemable, Non-Convertible Debenture(s) of face value of Rs. 10,00,000/- (Rupees Ten Lakhs) each in dematerialized/physical form, aggregating to Rs. 65,00,00,000 (Rupees Sixty Five Crores) to the following Subscribers, as details mentioned below:

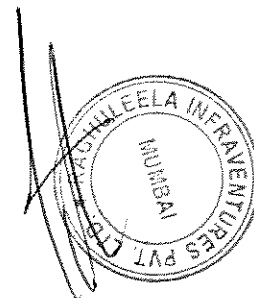
Sr. No.	Name of Debenture Holder	No. of Debenture	Face Value	Total Amount
1	Indiabulls High Yield Fund	480	10,00,000	48,00,00,000
2	Indiabulls India Opportunities Fund	170	10,00,000	17,00,00,000
	Total	650		65,00,00,000

"RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board of the Company be and is hereby authorized to finalize, settle and execute such documents/ deeds/ writings/ papers/ agreements and do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, proper or desirable in this regard, including making the requisite filings with the Registrar of Companies."

CERTIFIED TRUE COPY

For RAGHULEELA INFRAVENTURES PRIVATE LIMITED


DEEPAK BAJAJ
DIRECTOR
DIN: 06757265



RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

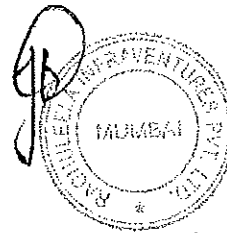
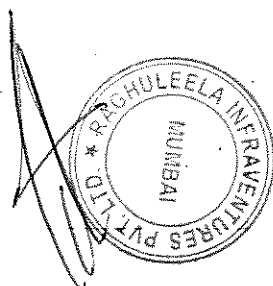
CIN: U45400MH2014PTC258272

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF RAGHULEELA INFRAVENTURES PRIVATE LIMITED (THE "COMPANY") HELD ON AUGUST 4, 2018 AT ITS REGISTERED OFFICE AT ONE BKC, A WING, 1401, PLOT NO. C-66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI- 400051 INDIA

Private placement of upto 650 (Six Hundred and Fifty only) Unlisted, Fully Secured, Redeemable, Non-Convertible Debenture(s) in dematerialised form, bearing a face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, to be issued and allotted in one or more series and tranches, aggregating upto Rs. 65,00,00,000 (Rupees Sixty Five Crores).

The Chairman informed the Board that:

1. In order for the Company to raise debt for (i) business activities of the Company; (ii) repayment of loans to Indiabulls Housing Finance Limited and (iii) general corporate purposes of the Company and such other purposes which will be more particularly identified in the documents to be executed in relation to such debt, the Company is planning to make a private placement of upto 650 (Six Hundred and Fifty only) Unlisted, Fully Secured, Redeemable, Non-Convertible Debenture(s), of Rs. 10,00,000/- (Rupees Ten Lakh only) each, to be issued and allotted in one or more series and tranches, aggregating upto Rs. 65,00,00,000 (Rupees Sixty Five Crores) (the "Debentures") to such persons as permitted under applicable law and that the Company will have to appoint a debenture trustee and other relevant intermediaries and counsels for the issue of such Debentures.
2. The Debentures are proposed to be secured by way of:
 - a) Exclusive *first ranking* mortgage by way of registered mortgage over residential apartments admeasuring in aggregate 90,597 square feet saleable area equivalent to 54,909 square feet carpet area in the first 2 (two) free sale building being Tower 2 and Tower 4 to be constructed by M/s Radius and Deserve Builders LLP from the free sale component to be undertaken on the immovable property bearing CTS No. 200 (pt) admeasuring 53,192.35 sq mts as per the letter of intent dated July 24, 2013 bearing reference number SRA/ENG/1694/ME/STGL/LOI issued by SRA of village Wadhavali, Taluka Kurla situated at RC Marg, Chembur, Mumbai 400074 together with all the common areas and facilities and all amenities and proportionate car parking spaces thereof ("Mortgaged Property").
 - b) Exclusive *first ranking* charge/hypothecation on the project receivables arising from the Mortgaged Property, the escrow accounts opened in relation to Mortgaged Property, the DSRA and all the movable properties on the Mortgaged Property
 - c) Demand Promissory Note;
 - d) Letter of Continuity in connection with Demand Promissory Note;
 - e) Personal Guarantee from Mr. Sanjay Chhabria;
 - f) Power of Attorney in relation to the Mortgage Property (in relation to the Mortgaged Property); and
 - g) Shortfall Undertaking.



3. In connection with the issuance of the Debentures and the creation of security in connection therewith, the relevant board resolutions have to be passed to authorise the relevant representatives of the Company to finalise and proceed with the issuance of Debentures.

The Board discussed the matter and thereafter passed the following resolutions:

RESOLVED THAT pursuant to the provisions of Memorandum and Articles of Association of the Company, Section 179(3) of the Companies Act, 2013 and all other applicable provisions of the the Companies Act, 2013 and rules & regulations made thereunder, if any, and other applicable laws, if any, and pursuant to the approval of the shareholders of the Company granted vide shareholders' resolution dated August 4, 2018 pursuant to section 42 of the Companies Act, 2013 and the rules & regulations made thereunder, the Board hereby approves the issuance of upto 650 (Six Hundred ad Fifty) Unlisted, Fully Secured, Redeemable, Non-Convertible Debenture(s), of Rs. 10,00,000/- (Rupees Ten Lakh only) each, to be issued and allotted in one or more series, aggregating upto Rs. 65,00,00,000 (Rupees Sixty Five Crores) ("Debentures") by way of private placement to such persons as identified by the Company in this regard.

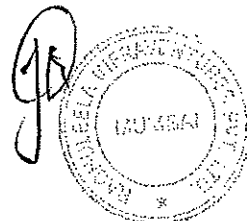
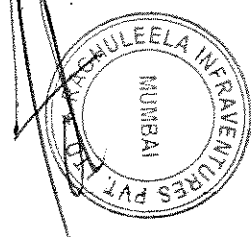
RESOLVED FURTHER THAT the Board hereby approves the appointment of IDBI Trusteeship Limited as the debenture trustee (the "Debenture Trustee") for the issue of the Debentures.

RESOLVED FURTHER THAT the Board hereby approves creation of the following security in favour of the Debenture Trustee:

1. Exclusive first ranking mortgage by way of registered mortgage over its rights, title and interest over the residential apartments admeasuring in aggregate 90,597 square feet saleable area equivalent to 54909square feet carpet area in the first 2 (two) free sale building being Tower 2 and Tower 4 to be constructed by M/s Radius and Deserve Builders LLP from the free sale component to be undertaken on the immovable property bearing CTS No. 200 (pt) admeasuring 53,192.35 sq mts as per the letter of intent dated July 24, 2013 bearing reference number SRA/ENG/1694/ME/STGL/LOI issued by SRA of village Wadhavali, Taluka Kurla situated at RC Marg, Chembur, Mumbai 400074 together with all the common areas and facilities and all amenities and proportionate car parking spaces thereof ("Mortgaged Property").
2. Exclusive first ranking charge/hypothecation over its rights, title and interest on the project receivables arising from the Mortgaged Property, the escrow accounts opened in relation to Mortgaged Property, the DSRA and all the movable properties on the Mortgaged Property
3. Demand Promissory Note;
4. Letter of Continuity in connection with Demand Promissory Note; and
5. Power of Attorney in relation to the Mortgage Property (in relation to the Mortgaged Property)

RESOLVED FURTHER THAT the Board hereby approves the execution or ratification of the necessary / requisite agreement(s) with the National Securities Depository Limited ("NSDL") / Central Depository Services Limited ("CDSL") for the dematerialization of Debentures and Mr. Jiten Uttwani and Mr. Deepak Bajaj, Directors of the Company and Mr. Sanjay Chhabria, Authorised Signatory of the Company, be and are hereby severally authorised to negotiate, finalise and execute or ratify the same.

RESOLVED FURTHER THAT the Board hereby approves such escrow mechanism to be entered into with the Debenture Trustee in relation to the Debentures, in respect of the receivables due to the Company in respect of the Mortgage Property or due to the third party security provider in relation to any units in the Mortgaged Property which will be offered as security and authorize the appointment of escrow bank for this



purpose as may be acceptable to the Lender, and/or such other intermediary(ies) as may be required by the Debenture Trustee or the investors in the Debentures.

RESOLVED FURTHER THAT the Board hereby approves the appointment of Mr. Sanjay Chhabria and Mrs. Ritu Chhabria, Authorised Signatory of the Company for the operation of escrow accounts to be opened in relation to the Issue;

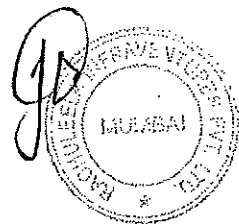
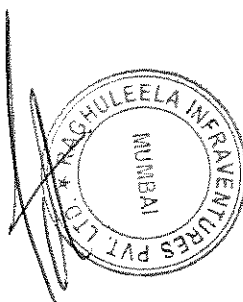
RESOLVED FURTHER THAT the Board hereby approves requesting and causing the following third party security to be created in favour of the Debenture Trustee, for securing the obligations of the Company in relation to the Debentures:

1. M/S Radius and Deserve Builders LLP to create the following:
 - (i) Exclusive *first ranking* mortgage by way of registered mortgage over its rights, title and interest over the Mortgage Property.
 - (ii) Exclusive *first ranking* charge/hypothecation over its rights, title and interest on the project receivables arising from the Mortgaged Property, the escrow accounts opened in relation to Mortgaged Property, and all the movable properties on the Mortgaged Property.
 - (iii) Power of attorney in relation to the Mortgaged Property.
2. Mr. Sanjay Chhabria to give personal guarantee and a shortfall undertaking.

RESOLVED FURTHER THAT the Authorised Signatories, be and are hereby severally authorized to:

1. Approve and finalise the terms of engagement of IDBI Trusteeship Limited as the debenture trustee for the issuance of the Debentures;
2. Execute all such documents as is necessary to appoint IDBI Trusteeship Limited as the debenture trustee for the issuance of the Debentures;
3. To determine and finalise the terms of issuance of the Debentures as well as determine the number of series in which the Debentures are to be issued by the Company;
4. To determine ranking of charges being created as security for the Debentures, in consultation with the holders of the Debentures;
5. Engage such intermediaries and advisors as may be required in relation to the issuance of the Debentures, including arrangers and legal counsels;
6. Prepare, finalise and execute all such documents as may be necessary for the issuance of the Debentures as well as the creation of the security in relation thereto, which documents shall include but not be limited to the private placement offer letter/ pricing supplement, the debenture trust deed, mortgage deed, demand promissory note, escrow agreement, appropriate declarations, deeds of guarantees, and powers of attorney;
7. Execute a demand promissory note for an amount equivalent to the principal and interest of the Debentures in favour of the Debenture Trustee;
8. Execute any other deed or document as may be required for the purposes of giving effect to the resolutions set out above.

RESOLVED FURTHER THAT Mr. Jiten Uttwani and Mr. Deepak Bajaj, Directors of the Company and Mr. Sanjay Chhabria, Authorised Signatory of the Company, be and are hereby severally authorized to negotiate, finalize and execute or ratify amendments to such executed documents and other documents as and when they become necessary and to sign letters of undertaking, declarations, agreements and other papers which may be required;



RESOLVED FURTHER THAT Mr. Jiten Uttwani and Mr. Deepak Bajaj, Directors of the Company and Mr. Sanjay Chhabria, Authorised Signatory of the Company, be and are hereby severally authorized to do all such acts, deeds, things and execute or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation the opening of bank accounts, opening of demat accounts, appointment of legal counsel, the Registrar to the issue and other advisors as may be required and making payment of their fees.

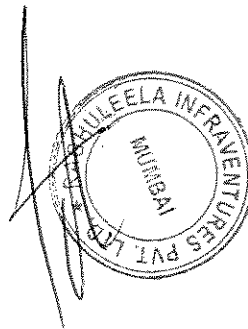
RESOLVED FURTHER THAT Mr. Jiten Uttwani and Mr. Deepak Bajaj, Directors of the Company and Mr. Sanjay Chhabria, Authorised Signatory of the Company, be and are hereby severally authorized to do all such acts, deeds and things as are necessary for registering any of the documents, being executed by the Company, with the relevant sub-registrar of assurances or any other authority and for filing of the charges being created thereunder and any other returns as may be required to be filed with the relevant registrar of companies or any other authority.

RESOLVED FURTHER THAT the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolutions certified to be a true copy by any of the Directors of the Company be furnished to such parties concerned with respect to the issue of the Debentures."

Certified True Copy

For **RAGHULEELA INFRAVENTURES PRIVATE LIMITED**


DEEPAK BAJAJ
DIRECTOR
DIN: 06757265



RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

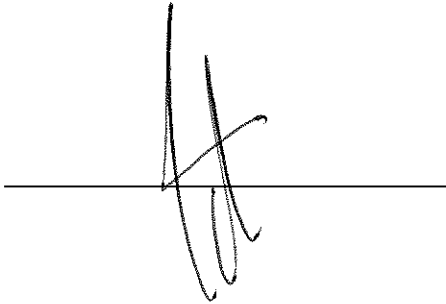
CIN: U45400MH2014PTC259272

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF RAGHULEELA INFRAVENTURES PRIVATE LIMITED HELD ON OCTOBER 30, 2018 AT ITS REGISTERED OFFICE AT ONE BKC, A-WING 1401, PLOT NO. C - 66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400051

To authorise Mr. Jiten Uttwani, Director of the Company to sign and execute documentation for Corporate Action Formalities:-


"RESOLVED THAT Mr. Jiten Uttwani, Director of the Company, be and is hereby authorised for and on behalf of the company to sign and execute documentation for Corporate Action Formalities including Corporate Action Form, Letters, Forms, Papers, Documents, Undertakings and other related documentation for allotment of 650 (Six Hundred Fifty) Fully Secured, Redeemable and Non-Convertible Debentures ("NCDs") of Rs. 10,00,000/- (Rupees Ten Lakhs) each aggregating to Rs. 65,00,00,000 (Rupees Sixty Five Crores) to the Depository system of National Securities Depositories Limited (NSDL) to be issued in Electronic Form (Demat) in one or more tranches and is also authorised to handle all the matters relating to the same as may be required from time to time."

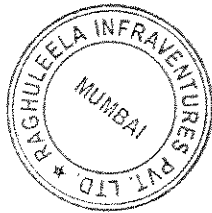
Mr. Jiten Uttwani



// CERTIFIED TO BE TRUE //

For Raghuleela Infraventures Private Limited


Deepak Bajaj – Director
DIN: - 06757265



RAGHULEELA INFRAVENTURES PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45400MH2014PTC259272

Date: November 22, 2018

To,
Mr. Sagar Dharankar,
The Corporate Action Department.
National Securities Depository Limited,
4th Floor, Trade World, Kamala Mill Compound,
Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.

Sub.:- Compliance of Section 42 of Companies Act, 2013

Dear Sir,

We hereby state and confirm that Raghuleela Infraventures Private Limited is in compliance with Section 42 of Companies Act, 2013 read with Rule 14 of Companies (Prospectus And Allotment of Securities) Rules, 2014 and we hereby confirm that the number of allottees from April 01, 2018 till November 22, 2018 have not exceeded 200 in aggregate.

Thanking You,

Yours faithfully,

For Raghuleela Infraventures Private Limited

Jiten Uttwani – Director
DIN:07087310



MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : H25923848

Service Request Date : 30/10/2018

Payment made into : ICICI Bank

Received From :

Name : The Radius Group
Address : 14th Floor, ONE BKC, Plot C-66,
G Block, Bandra Kurla Complex, Bandra (East)
Mumbai, Maharashtra
India - 400051

Entity on whose behalf money is paid

CIN: U45400MH2014PTC259272
Name : RAGHULEELA INFRAVENTURES PRIVATE LIMITED
Address : ONE BKC, A Wing 1401, Plot No. C-66,
G Block, Bandra Kurla Complex, Bandra (East),
Mumbai, Maharashtra
India - 400051

Full Particulars of Remittance

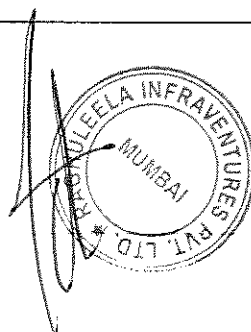
Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form PAS-3	Normal	300.00
Total		300.00

Mode of Payment: Credit Card- ICICI Bank

Received Payment Rupees: Three Hundred Only

Note --The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014)



FORM NO. PAS-3



Return of Allotment

[Pursuant to section 39(4) and 42 (9) of the Companies Act, 2013 and rule 12 and 14 Companies (Prospectus and Allotment of Securities) Rules, 2014]

Form language ☒ English ☐ Hindi

Refer the instruction kit for filing the form.

1.(a) *Corporate Identity Number (CIN) of company

U45400MH2014PTC259272

Pre-fill

(b) Global Location Number (GLN) of Company

2.(a) Name of the company

RAGHULEELA INFRAVENTURES PRIVATE LIMITED

(b) Address of the Registered office of the company

ONE BKC, A Wing 1401, Plot No. C-66,
G Block, Bandra Kurla Complex, Bandra (East),
Mumbai
Bandra Suburban
Maharashtra
400051

(c) *Email Id of the company

roc@radiusdevelopers.com

3. Securities allotted payable in cash

*Number of allotments

1

1 (i)* Date of allotment

30/10/2018

(DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution

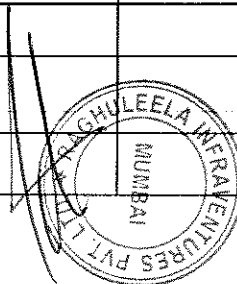
04/08/2018

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

H24544553

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input checked="" type="checkbox"/> Debentures
Brief particulars of terms and conditions				As per Debenture Documents
Number of securities allotted				650
Nominal amount per security (in Rs.)				1000000.00
Total nominal amount (in Rs.)				650,000,000
Amount paid per security on application (excluding premium) (in Rs.)				1000000.00
Total amount paid on application (excluding premium) (in Rs.)				650,000,000
Amount due and payable on per security on allotment(excluding premium) (in Rs.)				0.00
Total amount paid on allotment (excluding premium) (in Rs.)				0.00
Premium amount per security due and payable (if any) (in Rs.)				0.00
Total premium amount due and payable (if any) (in Rs.)				0.00
Premium amount paid per security (if any)				0.00
Total premium amount paid (if any) (in Rs.)				0.00
Amount of discount per security (if any) (in Rs.)				0.00
Total discount amount (if any) (in Rs.)				0.00
Amount to be paid on calls per security (if any) (excluding premium) (in Rs.)				0.00
Total amount to be paid on calls (if any) (excluding premium) (in Rs.)				0.00



4. Securities allotted for consideration other than cash

* Number of allotments

(i)* Date of allotment

(DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input type="checkbox"/> Debentures
Number of securities allotted				
Nominal amount per security (in Rs.)				
Total nominal amount (in Rs.)				
Amount to be treated as paid up on each security (in Rs.)				
Premium amount per security (if any) (in Rs.)				
Total premium amount (if any) (in Rs.)				
Amount of discount per security (if any) (in Rs.)				
Total discount amount (if any) (in Rs.)				

(iv)* Details of consideration

Consideration for which such securities have been allotted	Description of the consideration	Value (amount in Rs.)
(a) Property and assets acquired		
(b) Goodwill		
(c) Services (give nature of services)		
(d) Conversion of Debentures		
(e) Conversion of Loans		
(f) Other items (to be specified)		

(v)* Whether an agreement or contract is executed in writing for allotting securities for consideration other than cash (if yes, attach a copy of such agreement or contract). ☐ Yes ☐ No

(vi) Whether valuation report of the Valuated person has been obtained.

☐ Yes ☐ No

5. Bonus shares issued

(a) Date of allotment	<input type="text"/>	(DD/MM/YYYY)
(b) Number of bonus shares	<input type="text"/>	
(c) Nominal amount per share (in Rs.)	<input type="text"/>	
(d) Amount to be treated as paid up per share (in Rs.)	<input type="text"/>	
(e) * Date of passing shareholders' resolution	<input type="text"/>	(DD/MM/YYYY)
(f) * SRN of Form No MGT-14	<input type="text"/>	

6. In respect of private placement

(a) Category to whom allotment is made:

- ☐ Existing shareholders
☐ Employee
☐ Directors
☐ Qualified Institutional Buyers
☒ Others

(b) Declaration that in respect of preferential allotment or private placement the company has:

- ☒ allotted securities to less than two hundred persons in aggregate in a financial year excluding exempted categories;
☒ not allotted securities with an application size of less than twenty thousand per person;
☒ offered such securities through private placement offer letter and no prospectus or any other public advertisement has been issued for the same;
☒ completed allotment in respect of earlier private placement offers;
☒ received money payable on subscription of such securities through cheque or demand draft or other banking channels but not in cash;
☒ made such offers only to the persons whose names were recorded by the company prior to such invitation and such persons have received such offer by name;
☒ Maintained a complete record of such offers and acceptances in Form No. PAS-5.

7.* Capital structure of the company after taking into consideration the above allotment(s) of shares:

Particulars	Authorized capital of the company	Issued capital of the company	Subscribed capital	Paid up capital
Number of equity shares	10,000	10,000	10,000	10,000
Nominal amount per equity share	10	10	10	10
Total amount of equity shares	100,000.00	100,000.00	100,000.00	100,000.00
Number of preference shares	0	0	0	0
Nominal value per preference share				
Total amount of preference shares				
Unclassified shares				
Total amount of unclassified shares (in Rs.)				
Total	100,000.00	100,000.00	100,000.00	100,000.00

8.* Debt Structure of the company after taking into consideration the above allotment(s) of debentures/ other security:

Particulars	Total number of securities	Nominal value per unit of security	Total amount
Debentures	650	1000000	6,500,000,000
Secured loans			2,672,500,000
Others, specify	0	0	0

9.* Whether complete list of allottees has been enclosed as an attachment.

☒ Yes ☐ No

In case No, then submit the details of all the allottees in a CD separately.

Attachments

List of attachments

1.* List of allottees. Attach separate list for each allotment (refer instruction kit for format). If not attached, then it shall be submitted separately in a CD.

Attach

2.* Copy of Board or shareholders' resolution.

Attach

RIVPL_List of Allottee for 65 Cr 30102018.pdf
RIVPL_Board Resolution for Allotment 30102
RIVPL_PAS 5 for 65 Cr.pdf

6. Complete record of private placement offers and acceptances in Form PAS-5.

Attach

Remove attachment

7. Optional attachment(s), if any.

Attach

Declaration

I am authorized by the Board of Directors of the Company vide resolution no * dated * to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that:

1. All the required attachments have been completely, correctly and legibly attached to this form.
2. The list of allottees is correct and complete as per records of the company.
3. Where the securities are issued other than cash, the contract as well as list of allottees and any other contract of sale, or a contract for services or other consideration in respect of which that allotment is made is attached herewith. If not, then an attachment has been attached by the company mentioning all the particulars of the contract in writing.

* To be digitally signed by

* Designation



* Director identification number of the director; OR
DIN or PAN of the manager or CEO or CFO; or
Membership number of the Company Secretary

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- i. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
- ii. All the required attachments have been completely and legibly attached to this form.

* To be digitally signed by



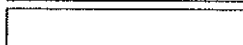
* ☐ Chartered accountant (in whole-time practice) or ☐ Cost accountant (in whole-time practice) or
☐ Company secretary (in whole-time practice)

* Whether associate or fellow ☐ Associate ☐ Fellow

* Membership number

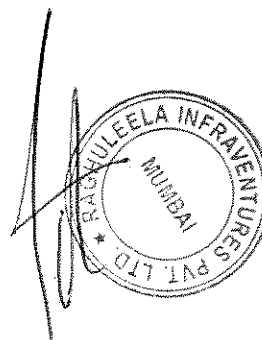


* Certificate of practice number



Note: Attention is drawn to provisions of Section 448 of the Companies Act, 2013 which provide for punishment for false statement and certification.

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.





Bandra Branch
Krystal Bldg. Waterfield Rd., Bandra (West), Mumbai - 400050.
RTGS / NEFT IFSC Code : ICIC0000038

A/C Payee Only

VALID FOR THREE MONTHS ONLY

22/11/2018
D D M M Y Y Y Y

Pay National Securities Depository Ltd.

OR ORDER

Rupees One Thousand Four Hundred Seventy Five Only

₹

1,475.00

A/c No.

003805006348

FOR RAGHU LEEA INFRAVENTURES PRIVATE LTD

CABUS CBS
BUSINESS BANKING : CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

CLUB

Elite

SRAGHAYA

Authorised Signatories
Please sign above

1181132011 4002290121 00634811 29

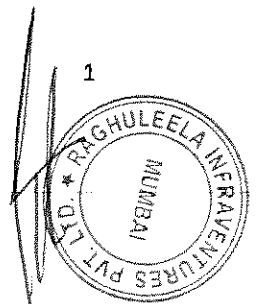
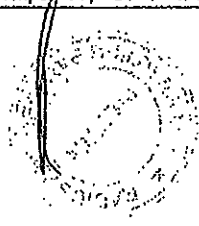
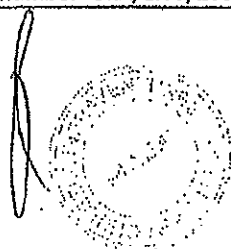
SESHAASA (M) / CTS - 2010

14/3/16

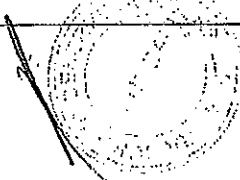
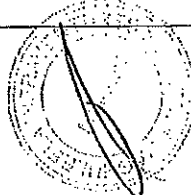
C11 R

Indicative Term Sheet

S. No.	HEADS	DESCRIPTION
1.	Issuer	Raghuleela Infraventures Pvt Ltd SPV ("Issuer"), (PAN AAHCR1068B and CIN - U45400MH2014PTC259272) a company incorporated under the Companies Act, 1956 having its registered office at ONE BKC, A WING, 1401, Plot No C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051.
2.	Confirming Party	M/s Radius and Deserve Builders LLP (PAN AAUFA0128K), a LLP duly registered under the provision of Limited Liability Partnership Act 2008, having its registered office at ONE BKC, A WING, 1401, Plot No C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051.
3.	Investors/Subscribers	<p>Indiabulls High Yield Fund ("IBHYF"), a trust settled in accordance with the Indian Trusts Act, 1882 and registered under the Securities and Exchange Board of India Act (Alternative Investment Funds) Regulations, 2012 as a category II alternative investment fund, acting through its Investment Manager, Indiabulls Asset Management Company Limited, having its registered office at M-62 & 63, 1st Floor, Connaught Place, New Delhi - 110001 and corporate office at Indiabulls Finance Centre Tower-1, 11th Floor, Senapati Bapat Marg, Elphinstone West, Mumbai - 400013</p> <p>And</p> <p>Indiabulls India Opportunities Fund ("IBIOF"), a trust settled in accordance with the Indian Trusts Act, 1882 and registered under the Securities and Exchange Board of India Act (Alternative Investment Funds) Regulations, 2012 as a category II alternative investment fund, acting through its Investment Manager, Indiabulls Alternate Investments Limited, having its registered office at M-62 & 63, 1st Floor, Connaught Place, New Delhi - 110001 and corporate office at Indiabulls Finance Centre Tower-1, 11th Floor, Senapati Bapat Marg, Elphinstone West, Mumbai - 400013</p>
4.	Party or Parties	The investors, The Confirming Party and the Issuer will individually be referred to as 'Party' and collectively the 'Parties'.
5.	Promoter(s)	Mr Sanjay Chhabria
6.	Type of Instrument	Secured Redeemable Non-Convertible Debentures
7.	Project	Real Estate Project named 'Anantya' being constructed on piece and parcel of land and ground bearing CTS No 200 (pt) admeasuring 53,192.35 sqmt as per the letter of Intent dated 24 th July 2013 bearing reference number SRA/ENG/1694/ME/STGL/LOI issued by SRA of



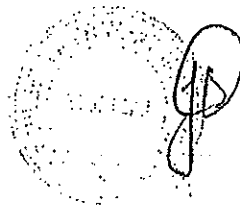
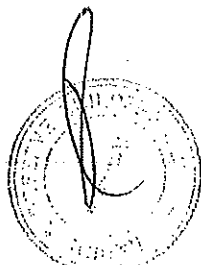
		village Wadhavali, Taluka Kurla situated at RC Marg, Chembur, Mumbai – 400 074.										
8.	Tenor	48 months										
9.	Coupon	<p>The Issuer will, until the Debentures are redeemed or paid off, pay to the Investor interest on the Debentures or such part thereof, as will remain unpaid for the time being, at an interest rate of 16.98% p.a.p.m., payable quarterly ("Interest").</p> <p>Interest will be computed on 'actual/365' basis, on the face value of Issue Amount, outstanding on the Debentures at the respective coupon rate, rounded off to the nearest Rupee.</p>										
10.	Redemption Premium	<p>Redemption Premium –</p> <p>Redemption premium shall be calculated as follows on sale realisation of 90,597 sqft saleable area of residential units (Redemption Premium Stock) -</p> <table><tr><th>Sale realisation</th><th>Redemption Premium</th></tr><tr><td>Any sale realisation upto average sale price of INR 20,000 on saleable area</td><td>0%</td></tr><tr><td>Any incremental sale realisation between average sale price of INR 20,000 on saleable area to INR 21,000 on saleable area</td><td>50%</td></tr><tr><td>Any incremental sale realisation between average sale price of INR 21,000 on saleable area to INR 22,000 on saleable area</td><td>40%</td></tr><tr><td>Any incremental sale realisation above average sale price of INR 22,000 on saleable area</td><td>30%</td></tr></table> <p>The sale price shall include all charges paid by the buyer excluding pass through charges like One time maintenance security (IFMS), taxes like stamp duty, registration charges, service tax, GST, VAT etc.</p>	Sale realisation	Redemption Premium	Any sale realisation upto average sale price of INR 20,000 on saleable area	0%	Any incremental sale realisation between average sale price of INR 20,000 on saleable area to INR 21,000 on saleable area	50%	Any incremental sale realisation between average sale price of INR 21,000 on saleable area to INR 22,000 on saleable area	40%	Any incremental sale realisation above average sale price of INR 22,000 on saleable area	30%
Sale realisation	Redemption Premium											
Any sale realisation upto average sale price of INR 20,000 on saleable area	0%											
Any incremental sale realisation between average sale price of INR 20,000 on saleable area to INR 21,000 on saleable area	50%											
Any incremental sale realisation between average sale price of INR 21,000 on saleable area to INR 22,000 on saleable area	40%											
Any incremental sale realisation above average sale price of INR 22,000 on saleable area	30%											
11.	Use of the issue amount	To meet the Issuer's on-going requirement of funds for business activities and general corporate purposes.										
12.	Issue Size	<p>The Issuer will issue 650 fully Secured, Redeemable and Non-Convertible debentures, which will be interest bearing and rupee denominated with par value of INR 10,00,000 (Rupees Ten Lakhs) and will be issued through private placement basis to the Investor on the Allotment Date ("Debentures").</p> <p>The Issuer will offer subscription of Debentures for a total amount aggregating INR 65 Crore (Rupees Sixty Five crore) as denominated above ("Issue Amount").</p>										



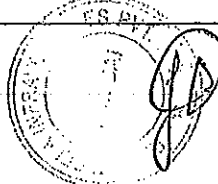
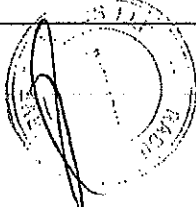
		<p>The Issue shall be subscribed jointly by investors at the discretion of its investment manager.</p> <p>The term of the Debentures will be 48 (Forty Eight) months from the Allotment Date <i>(as defined in clause 26 (Conditions Precedent to Subscription) below)</i>.</p> <p>The debentures will be issued in individual co-terminus series, each debenture having par value of INR 10,00,000 to the extent of the disbursement to Issuer based on various conditions precedent, conditions subsequent, development/ approval milestones and FSI scenarios outlined in the definitive agreements.</p>
13.	Issuance and Trading mode of the Instrument	Debentures shall be issued in dematerialised Form (Issue on private placement basis) and shall be unlisted.
14.	Disbursement	The Issue Amount by Investor will be disbursed into the Escrow Account in one tranche on fulfillment of CP conditions as mentioned in clause 26
15.	Identified Security	Residential development (90,597 sqft of saleable area). (Detailed in Annexure I)
16.	Security	<p>The Debenture outstanding shall be secured by the following security (collectively "Security") in favour of the Debenture Trustee for the benefit of the Investor in the following manner:</p> <ul style="list-style-type: none"> (a) First exclusive charge and registered mortgage of Residential development (90,597 sqft of saleable area) on Project Anantya. ("Identified Security" – detailed in Annexure I); (b) First charge on all the movable and immovable assets of the Identified Security, both present and future in favour of Debenture Trustee; (c) Hypothecation of receivables from the Identified Security (sold and unsold both) in favour of the Debenture Trustee; (d) Creation of Escrow Account for the Identified Security (sold and unsold both) with a first charge in favour of the Debenture Trustee (to be operated as discussed hereinafter) wherein all cash flows from the Identified Security shall be deposited; (e) Charge/lien over debt service reserve account ("DSRA"). (f) Irrevocable and Unconditional personal guarantee of Promoters against the total amount outstanding to the Investor ("Personal Guarantee"); (g) Corporate Guarantee (h) Shortfall Undertaking as per details given in clause 18 of this Term Sheet. (i) Demand Promissory Note by Issuer. (j) Post Dated Cheques (k) The Issuer will also maintain a debenture redemption reserve account pursuant to prevailing Companies Act/ applicable law.

(A)

B

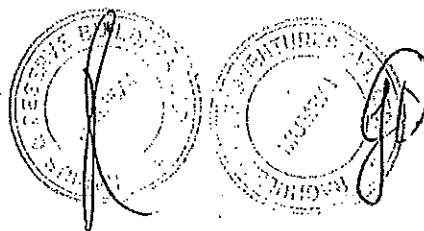


		<p>The Issuer will be required to maintain a security cover equivalent to twice the borrowed amount ("Minimum Cover") during the entire tenor of the Debentures. If the value falls below the Minimum Cover, then Issuer and the Promoter shall offer any other security to the satisfaction of the Investor pursuant to the findings of advisors appointed by the Investor in their due diligence.</p> <p>In case (a) the Minimum Cover is not maintained during the tenor of the Debentures; and/or (b) the Promoters fail to provide a security top up contemplated above, then without prejudice to the other rights and remedies available to the Investor, the Investor will have the right to enforce any of the Security.</p> <p>The Issuer would be required to maintain minimum DSRA equivalent to immediate 1 (one) quarter of coupon payment obligation on the Debentures, to be maintained at all times during the tenor of the Debentures. Such DSRA would be created within 1 (one) business day from the Allotment Date.</p>
17.	Shortfall Undertaking Provider/s	the Promoters
18.	Shortfall Undertaking	<p>All obligations of the Issuer, under the Identified Security (including payments towards the Debentures) shall be supported by a shortfall undertaking from the Shortfall Undertaking Provider/s. During the tenor of the issue, the Shortfall Undertaking Provider shall ensure that there is no shortfall in cash flows for the Identified Security (including debt service for the Identified Security under the issue and other loans)</p> <ul style="list-style-type: none"> • In the event of a shortfall in cash flows for the Identified Security, either the Shortfall Undertaking Provider or Issuer shall immediately provide/arrange additional funds to meet the shortfall • Shortfall Undertaking Provider shall provide an undertaking for any cost overrun • The Shortfall Undertaking shall be valid for the tenor of the issue <p>At the option of the holder of the Debentures / upon receiving notice from the Debenture Trustee (who shall be instructed by the Debenture holders), Shortfall Undertaking Providers will undertake to infuse any additional amount either through Equity or in a form and manner acceptable to the holders of the Debentures into the Issuer as and when required by the Issuer to continue its operations and/or fulfil its financial obligations. There will be no interest, dividend, fees etc. payable by the Issuer on such amounts infused by the Shortfall Undertaking Providers without the prior written approvals of the Debenture holders.</p>
19.	Escrow Account for the Identified Security	Entire cash flow from the Identified Security shall be deposited in designated escrow account ("Escrow Account").



		<p>The Debenture Trustee shall have first exclusive charge on the cash flows of the Identified Security.</p> <p>The Escrow Account shall be operated by the Investor and the Issuer in a manner more specifically provided for in the Definitive Agreements.</p> <p>30 (thirty) days prior to redemption, the Issuer shall demonstrate its/their ability to redeem the Debenture to the satisfaction of the Investor and shall furnish documentary proof supporting the same.</p>
20.	Proposed Trustee	IDBI Trusteeship Services Ltd as mutually decided between the Parties (referred to as "Debenture Trustee"). The cost and expense for the appointment and any ongoing fees of the Debenture Trustee shall be borne by the Issuer.
21.	Scheduled Redemption	<p>Subject to the provisions of Clause 19 (<i>Escrow Account</i>) the Issuer will be required to repay the principal amount as per repayment schedule described in Clause 8 and in accordance with the manner provided for in the Definitive Agreements.</p> <p>For avoidance of doubt, it is clarified that the Debentures will not be deemed to be redeemed by the Issuer until the Repayment Amount, as specified under the Definitive Agreements, is received by the Investor, to its satisfaction.</p>
22.	Repayment Amount	The Repayment Amount will include (a) the Issue Amount; (b) Interest and (c) redemption premium.
23.	Prepayment Penalty	The Issuer will be permitted to redeem the Debentures before the scheduled maturity only after 24 months from allotment date. In case, the Issuer desires to redeem the Debenture in part or full, on or before 24 months from the date of allotment, then a prepayment penalty of 3% shall be payable on such prepayment amount to the Investors, over and above the amount due. Prepayment Penalty shall not be levied if such prepayment is done from sale proceeds of Identified Security.
24.	Mandatory Redemption	<p>The Issuer will mandatorily redeem all outstanding Debentures in full, by payment of the Repayment Amount on all such outstanding Debentures, on the date falling on the Redemption date.</p> <p>If the Issuer fails to redeem any Debentures on redemption, the Trustee will have such rights as set forth in the Definitive Agreements.</p>
25.	Representations by the Issuer/ Guarantor	Issuer will provide all standard representations and warranties related to the transaction which will be further detailed in the Definitive Agreements.
26.	Conditions Precedent to Subscription	The Definitive Agreements will contain conditions precedent that are customary in transactions of this nature and that would need to be completed by the Parties prior to or on the date on which the Investor

128 2



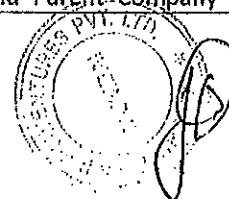
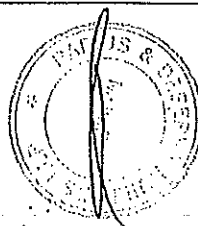
		<p>subscribes to and is allotted the Debentures ("Allotment Date"). Such conditions will include but not be limited to:</p> <ul style="list-style-type: none"> (a) Execution of all Definitive Agreements/ Documents as listed in Clause 32; (b) Appointment of Debenture Trustee & execution of Debenture Trust Deed; (c) Obtaining ISIN for Debentures of Issuer from NSDL & CDSL; (d) Opening of the Escrow Account; (e) Provision of a detailed cost budget which will specify all costs incurred and the incremental costs to be incurred by the Issuer with regard to Identified Security; (f) Provision of a certificate from a recognized architect and certified copies of the final master plan confirming the FSI area and saleable area of the Identified Security; (g) Completion of a physical site survey done certifying the land area and providing a survey plan and all major establishments on the project land, marking the site contours and buildings on the project land; (h) Obtaining of all approvals, permissions and corporate authorizations required by the Parties with respect to the transaction contemplated; (i) Completion of financial, legal, tax and technical due diligence to the satisfaction of the Investor on the Issuer and the project land; (j) Modification of existing mortgage, escrow and charge documents to the effect that existing lender shall have no charge on all the receivables/cash flows, movable and immovable assets of the Identified Security, both present and future. (k) Obtaining no-objection certificate from the existing lenders or any other person for the creation of a first charge by way of a mortgage/hypothecation of cashflow on the Identified Security in favour of the Investor; (l) provision of certificate of net worth from the Promoters; (m) creation and perfection of security by the Issuer and the Promoter in favour of the Debenture Trustee and in accordance with the Definitive Agreements; (n) any other condition precedent recommended by the advisors of the Investor pursuant to the due diligence conducted by them; and (o) the Investor should be satisfied that there has been no, nor is there likely to be an event or events which, individually or in the aggregate, have had, have, or could reasonably be expected to have a material adverse effect on the Issuer and /or the Promoter/s, to meet any obligations under this Term Sheet. (p) If the Definitive Documents require the Issuer to incorporate alterations to the articles of association and memorandum of association of the Issuer, the Issuer shall, and the parties shall cause the Issuer to, forthwith cause such changes to be
--	--	--

B E



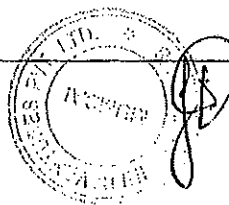
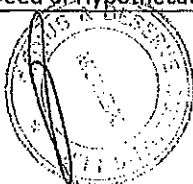
		incorporated thereto in a manner satisfactory to the Subscriber.
27.	Conditions Subsequent	<p>The Issuer shall within:</p> <ul style="list-style-type: none"> (a) 15 (Fifteen) days from the Allotment Date or the actual date of booking/sale of the units mentioned in Identified Security, inform all such allottees of units of Identified Security, that the cash flows have been maintained in the Escrow Account in favour of the Debenture Trustee and all payments have to be made to be deposited to the Escrow Account only; (b) 30 (Thirty) days from the Allotment Date, complete all other matters as specified in the Definitive Agreements. <p>Further, the Issuer shall, during the tenor of the Debentures, ensure and cause the entire sale proceeds and buyback/ cancellation proceeds from the Identified Security to be deposited into the Escrow Account only or any other arrangement which shall ensure that security cover is not less than 2 times of outstanding debentures.</p>
28.	Covenants	<p>The Definitive Agreements will contain general covenants that are customary in transactions of this nature and will include but not be limited to:</p> <ul style="list-style-type: none"> (a) sharing of the business plans of the Issuer with the Investor; (b) restrictions on transfer or otherwise dealing with the immovable properties, except with the prior written consent of the Investor the procedure for which will be set out in the Definitive Agreements; (c) restrictions on any change in the shareholding of the Issuer; (d) provision of declaration to the effect that in case the actual total development cost exceeds the amount as per the approved business plan, without the corresponding increase in the sale price, then the excess amount will be borne by the Promoters instead of the Issuer, unless otherwise approved by the Investor; (e) Timely renewal of license after expiry of same (f) Project to get RERA registration before any sale (g) Issuer will intimate the Investor if there is a possibility of expenses towards the Identified Security exceeding the amount identified in the business plan, as agreed between the parties; (h) No objection certificate from the Investor would be required for any booking of units, as mentioned in Identified Security Identified Security; (i) Issuer will not change the name of the Issuer or its corporate status without approval of the Investor except where the Issuer has informed that it is in the process of getting converted into private limited company; (j) Issuer confirming and undertaking to adhere to the entire business plan. The business plan shall be shared with the Subscriber and detailed in the Definitive Agreements (k) Confirmation from the Issuer and Parent Company that all

(A) 8



		liabilities and/or obligations of the Issuer and Parent Company in relation to the Identified Security (whether accrued, absolute, contingent or otherwise, known to the Issuer and Parent Company, and whether due or to become due) have been disclosed to the Subscriber and there are no undisclosed liabilities of any nature.
29.	Additional Rights:	<p>The Investor will have :</p> <ul style="list-style-type: none"> (a) such Information and at such frequency as mentioned in the Definitive Agreements; (b) the right to access the books of accounts and records of the Issuer and visit the Identified Security at regular intervals at the cost of the Investor; and (c) all other rights as may be specified in the Definitive Agreements.
30.	Event(s) of Default	<p>The Definitive Agreements will set out the 'events of default', which are customary for a transaction of this nature.</p> <p>The consequences of an event of default shall be as detailed in the definitive agreements and shall include without limitation rights to the Investor to enforce Security, sell Inventory at an Investor determined price, Investor step in rights etc.</p> <p>Without prejudice to the other rights available to the Subscriber under the Definitive Documents, upon the occurrence of any event of default (as may be set out under the Definitive Documents), the Issuer shall pay a default interest in relation to the Debentures at the rate of 2% (two percent) per annum over the Coupon Rate, compounded on monthly basis, for the period commencing from the date on which the event of default has occurred and expiring on the date on which such event of default is cured.</p>
31.	Term and Termination	<p>Unless extended by the Parties, the Term Sheet has to be signed by 10th August 2018 ("Relevant Date"), otherwise it will be deemed invalid.</p> <p>Subject to approval of the Parties, if the Definitive Agreements are not executed within 30 (Thirty) days from the Relevant Date, the Term Sheet will stand terminated.</p> <p>The Issuer agrees to bear all the issue, due diligence and transaction related expenses</p>
32.	Definitive Agreements/Documents (or Transaction Documents)	<ol style="list-style-type: none"> 1. Debenture Trust cum Mortgage Deed 2. Personal Guarantee 3. Corporate Guarantee 4. Shortfall undertaking 5. Escrow Agreement 6. Deed of Hypothecation

Handwritten initials/signature



		<p>7. Power of Attorneys</p> <p>8. Demand Promissory Note</p> <p>9. Private Placement Offer Letter by Issuer</p> <p>10. Application form by Investor to subscribe the Offer</p> <p>11. Compliance Certificate</p> <p>12. Any other ancillary document which the Debenture Trustee may deem fit to be included as a Definitive Agreement in relation to the Debentures.</p>
33.	Exclusivity	For 30 (Thirty) business days from the signing of this Term Sheet, neither the Issuer nor any of its shareholders, Promoter, directors, officers, employees or agents will solicit or participate in negotiations or discussions with respect to any proposals or financial offers or regarding the purchase of or investment in any securities or assets of the Issuer, without the prior written consent of the Investor. The Issuer will notify the Investor immediately if it receives any such inquiry or offer. The Parties may mutually decide to extend this time period by an additional 15 (Fifteen) days.
34.	Confidentiality	The Parties acknowledge and agree that the existence and contents of this Term Sheet and all discussions pursuant to it will constitute confidential information and will not be disclosed to any third party without the consent of the other Party, other than to each Party's professional advisors or as required by law. In all such cases each Party will within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.
35.	Amendment	The Parties may amend the terms of this Term Sheet by mutual consent in writing.
36.	Governing Law and Jurisdiction	This Term Sheet will be governed by and construed in accordance with laws of India and each Party agrees to submit to the exclusive jurisdiction of the courts of Mumbai, India.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS TERM SHEET AS OF THE 3 DAY OF AUGUST 2018

For Indiabulls High Yield
Fund

For Indiabulls India
Opportunities Fund

For Raghuleela Infra ventures Pvt
Ltd

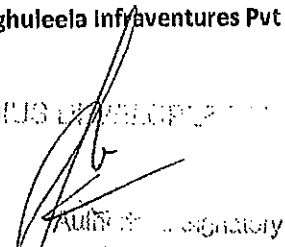
For RAGHULEELA INFRA VENTURES PVT. LTD.



Name: Amit Thakkar
Designation: SVP,
Investments

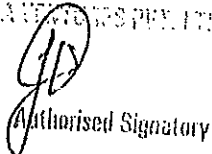


Name: Swapnil Chikne
Designation: AVP, Investments



Name: Mr Sanjay Chhabria
Designation: Authorised Signatory

For RAGHULEELA INFRA VENTURES PVT. LTD.



Authorised Signatory

Annexure I

List of Identified Security

Tower / Floor no	2 BHK		2.5 BHK		3 BHK		Total No of Units.	Total Carpet Area
	No of Units	Carpet Area	No of Units	Carpet Area	No of Units	Carpet Area		
Tower 2			9	7,884	19	21,869	28	29,753
1			1	876	1	1,161	2	2,027
2			2	1,752	2	2,302	4	4,054
3			2	1,752	2	2,302	4	4,054
4			2	1,752	2	2,302	4	4,054
5			2	1,752	2	2,302	4	4,054
P2					2	2,302	2	2,302
P3					2	2,302	2	2,302
P4					2	2,302	2	2,302
P5					2	2,302	2	2,302
Podium top floor					2	2,302	2	2,302
Tower 4	19	13,624			12	11,532	31	25,156
6	4	2,844			2	1,922	6	4,766
7	4	2,844			2	1,922	6	4,766
8	3	2,164			2	1,922	5	4,086
9	3	2,164			2	1,922	5	4,086
10	2	1,464			2	1,922	4	3,386
11	2	1,464					2	1,464
Podium top floor	1	680			2	1,922	3	2,602
Grand Total	19	13,624	9	7,884	31	33,401	59	54,909

(A) B

