

Non-Binding Term Sheet (the “Term Sheet”)

19th March 2021

This Term Sheet is being provided for discussion purposes only and is not binding except as stated herein at paragraph [20] of Part C hereof. The terms and conditions outlined below are not exhaustive and are subject to change. This Term Sheet does not constitute an offer to enter into any transaction or business relationship. Any agreement between the Parties (defined below) shall be subject to the receipt of necessary internal approvals (including without limitation credit, legal and compliance approvals), completion of satisfactory audit, financial, legal, tax and technical due diligence by the Investor (defined below), obtaining applicable regulatory approvals and execution of Transaction Documents (defined below). This Term Sheet is highly confidential and proprietary and shall not be disclosed to any third party, except as permitted hereunder.

PART A – GENERAL

1. The Parties	Issuers	a. Sai Srushti Infrastructure Pvt Ltd (Issuer 1) b. SSSN Projects Private Limited (Issuer 2) c. Saisrushti Kariyammana Agrahara Projects Private Limited (Issuer 3)
	Promoter	Mr Sumanth Reddy and Mr Sreenadha Reddy
	Investor	Asia Real Estate II India Opportunity Trust
	Current Lender	Piramal Capital & Housing Finance Ltd
2. Guarantor	Tranche 1: Promoters, SSDPL, SSG Property-Owners & Developers (Sarjapur), M/s SSDPL Property-Owners & Developers (Sarjapur), RR Hotels. On and from Tranche 2 – Issuer 2 and Issuer 3. Tranche 2: Sai Srushti Holding LLP, Issuer 1 and all guarantors of Tranche 1 (other than Issuer 2 for Issuance 2 and Issuer 3 for Issuance 3).	
3. Project	<ul style="list-style-type: none"> • Qube – owned 1.47 lac square feet of commercial property at finishing stage to be leased to We Works India. • E-DOME – owned ~0.7 acre land located off Marathahalli – ORR junction, S.E. Bangalore, to be developed as a commercial project under a development management agreement with Embassy. • County Address Phase II – ~7 acres 3 guntas land in Sarjapur to be developed as a plotted project by Address Makers under development management agreement. • SSNHPL – owned 5.2 acre land to be developed as a commercial project under JDA with Salarpuria Sattva. 	
4. Availability Period	<ul style="list-style-type: none"> • Tranche 1 – 15 days + 15 days 	

	<ul style="list-style-type: none"> • Tranche 2 – September 30, 2021
5. Additional Security	<ul style="list-style-type: none"> • 13 plots in Godrej Devanahalli project spread over ~45,000 square feet valued at ~Rs 15 crores • RFL Phase I – owned ~1.8 acre land located on ORR, S.E. Bangalore • RFL Phase II – owned ~3 acre land located on ORR, S.E. Bangalore
6. Proposed Transaction	<p>The Issuers proposes to obtain debt financing from the Investor by issuing INR denominated, unrated, transferable, redeemable, secured, unlisted, non-convertible debentures (NCDs). The proceeds of issuance and allotment of the said NCDs shall exclusively be utilised by the Issuers for the purposes set out under Clause 13 of Part B hereof.</p>
7. Investment Amount	<p>(a) The initial investment by the Investor in the NCDs shall be up to an amount of INR 419 crore (Investment Amount) to be done in 3 debenture Issuances (“NCDs”) as below:</p> <ol style="list-style-type: none"> I. Issuance 1 – INR 210 crore II. Issuance 2 – INR 160 crore III. Issuance 3 - INR 49 crore <p>(Issuance 1 shall also be referred to as “Tranche 1” and Issuance 2 and Issuance 3 are collectively referred to as “Tranche 2”)</p> <p>(b) The infusion of the Investment Amount in separate tranches will be based on timelines and conditions precedent agreed and set out in the Transaction Documents.</p>
8. Conditions Precedent	<p>The Proposed Transaction is subject to the completion of customary conditions precedent applicable for a transaction of this nature. These conditions precedent will include, without limitation:</p> <p>Tranche 1</p> <p>(a) legal, tax, financial, market and technical due diligence of the Issuer 1 (including the Tranche 1 – Security (<i>defined below</i>) proposed to be created) having been completed, and the issues arising from such due diligence having been resolved, to the Investor’s sole satisfaction;</p> <p>(b) the promoter infusion of INR 5 crore in the Existing Loan.</p> <p>(c) the Projects being compliant with Real Estate (Regulation and Development) Act, 2016 and the state specific amendments thereto, if applicable (RERA);</p> <p>(d) the Investor, Current Lender and Issuers agreeing on the terms of part refinancing of the loans availed by the Issuers from the Current Lender (Existing Loans);</p> <p>(e) the Investor and the Issuers agreeing on an initial Business Plan (<i>defined below</i>);</p> <p>(f) the Transaction Documents having been executed;</p>

	<ul style="list-style-type: none"> (g) the relevant/applicable statutory and regulatory approvals having been procured for the Proposed Transaction a applicable; (h) no-objection certificates from the existing lenders of the Issuers having been obtained, including a no-objection certificate/conditional security release letter from the Current Lender for: (i) creation of Security in favour of the Investor; and (ii) release of security created in favour of the Current Lender upon part repayment of Existing Loans; (i) there being no material adverse effect on the Issuers or the Guarantors (collectively, Obligors); (j) the Investor and Issuers having obtained the necessary internal approvals for the Proposed Transaction; (k) the Issuers having opened Charged Accounts (<i>defined below</i>) as applicable; (l) the Issuers having paid the Costs (<i>defined below</i>) and Processing Fee (<i>defined below</i>) as applicable, required to be paid by it in terms of this Term Sheet and the Transaction Documents; (m) the Investor completing/receiving satisfactory background checks on the Obligors; (n) the Obligors and any holding company of the Issuer/Promoter not having defaulted on any loans or any payments obligations pertaining to any guarantee issued by them; (o) the Issuers having executed Transaction Documents for Tranche 1 – Security in favour of the Debenture Trustee (<i>defined below</i>); (p) Issuers providing satisfactory evidence to the Investor of its solvency and ability to achieve financial closure in relation to the Project; and (q) any other conditions, as set out in the Transaction Documents having been satisfied. <p><u>Tranche 2 –</u></p> <ul style="list-style-type: none"> (a) Completion of CPs of Tranche 1; (b) legal, tax, financial, market and technical due diligence of the Issuer 2 and Issuer 3 (including the Tranche 2 – Security (<i>defined below</i>) proposed to be created) having been completed, and the issues arising from such due diligence having been resolved, to the Investor's sole satisfaction; (c) Completion of CSs of Tranche 1 as defined below; (d) Receipt of KIADB NOC to the satisfaction of the debenture holders and lease extension letter for SSNHPL project; and (e) the Issuers having executed Transaction Documents for Tranche 2 – Security in favour of the Debenture Trustee (<i>defined below</i>).
9. Conditions Subsequent	<p><u>Tranche 1 –</u></p> <ul style="list-style-type: none"> (a) Issuer 1 having registered and perfected the charge over Tranche 1 – Security in favour of the Debenture Trustee (<i>defined below</i>) in terms of the Transaction Document within 5 days of disbursement; (b) Signing of DM Agreement with Embassy for EDOM by 30th June 2021; and

	<p>(c) Signing of Lease Agreement with We Work India for Qube by 30th June 2021.</p> <p><u>Tranche 2-</u></p> <p>(a) Issuer 2 and Issuer 3 having registered and perfected the charge over Tranche 2 – Security in favour of the Debenture Trustee (defined below) in terms of the Transaction Document within 5 days of disbursement;</p> <p>(b) Mortgage on RFL Phase I, RFL Phase II and Godrej Plots to be done by Dec 31, 21;</p> <p>(c) Signing of definitive documents with Salarpuria Sattva for SSNHPL by Oct 31, 21;</p> <p>(d) All approvals to commence construction to be in place for SSNHPL by Dec 31, 21; and</p> <p>(e) Construction of SSNHPL project to be completed by Dec'31, 2024. The same needs to be captured in the definitive agreements with Salarpuria Sattva.</p> <p>The Transaction Documents shall contain customary conditions subsequent as applicable to a transaction of this nature, including any conditions as may be required by the Investor pursuant to its due diligence, in its sole discretion.</p>
10. Transaction Documents	<p>The transaction documents for the Proposed Transaction shall include:</p> <p>(a) debenture trust deed;</p> <p>(b) deed of mortgage;</p> <p>(c) deed of hypothecation;</p> <p>(d) deed of guarantee;</p> <p>(e) share pledge agreement;</p> <p>(f) any other agreements/documents for creation and perfection of Security;</p> <p>(g) escrow agreement;</p> <p>(h) consents and undertakings required from the Current Lender to give effect to the Proposed Transaction or as required by the Investor; and</p> <p>(i) any other document as may be required in the sole opinion of the Investor.</p>
11. Development and Financial Covenants	<p>The Transaction Documents will contain such financial covenants with respect to the Issuers and development-related covenants in relation to the Project, as are customary for a transaction of this nature.</p>
PART B – TERMS OF INVESTMENT	
1. Instrument	INR denominated, unrated, transferable, redeemable, secured, unlisted, non-convertible debentures issued at par, on a private placement basis.
2. Face Value of NCDs	INR 10,00,000 (Indian Rupees ten lakhs only)

3. Tenor of the NCDs	Tranche 1 - 31 st Dec'23 Tranche 2 - 31 st Dec'24
4. Coupon	HDFC Ltd PLR currently at 16.1% <i>plus</i> 0.75% percent spread (i.e 16.85%) per annum payable on a quarterly basis. This coupon rate may be reset at quarterly intervals. Interest moratorium of 3 quarters for both Tranche 1 and Tranche 2 from the date of their respective disbursement. Accrued interest to be repaid by the end of loan tenor.
5. Repayment Schedule	The Investment Amount shall be repaid by the Issuers as per the amortization schedule agreed and set out in Schedule 1.
6. Penal Interest	An interest of 25% p.a. (including coupon rate) shall be payable quarterly by the Issuers on unpaid amounts. Such penal interest shall be calculated for the period from the day the Issuers has defaulted in meeting its payment obligation under the Transaction Documents up to the date of actual payment.
7. Prepayment	<p>(a) The Issuers shall be permitted to prepay the amounts due to the Investor:</p> <ul style="list-style-type: none"> (i) from the Project cash flows (sales receipts), without any prepayment penalty; (ii) from any source, other than the Project cash flows, only after obtaining the prior written approval of the Investor and with a prepayment penalty of 0% of the amount being prepaid. <p>(b) Any amount prepaid by the Issuers shall be applied in the following order:</p> <ul style="list-style-type: none"> (i) any costs and expenses due to the Investor; (ii) prepayment penalty, if any; (iii) unpaid Penal Interest; (iv) accrued Coupon; and (v) Investment Amount by redemption of NCDs. <p>(c) The Issuers shall, no later than 7 days from the date of prepayment, submit a certificate from a chartered accountant certifying the source of funds used for prepayment.</p>
8. Security – Tranche 1	Within the timeline specified in the conditions subsequent of Tranche 1: The security interest to be created in favour of the Debenture Trustee (<i>defined below</i>) for securing the obligations of Tranche1 under the Transaction Documents (including the obligation to pay the Investment Amount, Coupon, prepayment penalty, penal interest, costs, charges, expenses and any and all other amounts payable under the Transaction Documents), will include the following, amongst others:

	<ul style="list-style-type: none"> (a) first ranking exclusive charge by way of mortgage over the land underlying the Project – Qube, EDOM, County Address Phase II and all structures (whether present or future) thereon; (b) first ranking exclusive charge by way of hypothecation over receivables and moveable assets of the Projects specified in (a) above; (c) guarantees issued by the Tranche 1 Guarantors; (d) first ranking exclusive pledge of 100% of the issued and paid-up share capital of Issuer 1. (e) first ranking exclusive pledge of 100% of capital market securities– listed equity shares with a value of ~Rs 115crore (mostly Karnataka Bank and South Indian Bank); (f) demand promissory note; (g) post-dated cheques for principal and Coupon payments; and (h) any other security as stipulated by the Investor and/or as agreed and set out in the Transaction Documents. Provided that the Security package provided to the Investor will be on no less favourable terms than provided to the Current Lender. <p>Within the timeline specified in condition subsequent for Tranche 2, security interest over Security – Tranche 2.</p>
9. Security – Tranche 2	<p>The security interest to be created in favour of the Debenture Trustee (<i>defined below</i>) for securing the obligations of the Issuers under the Transaction Documents (including the obligation to pay the Investment Amount, Coupon, prepayment penalty, penal interest, costs, charges, expenses and any and all other amounts payable under the Transaction Documents), will include the following, amongst others:</p> <ul style="list-style-type: none"> (i) security over Security – Tranche 1 (j) first ranking exclusive charge by way of mortgage over the land underlying the Project – SSNHPL and Additional Security as defined above (RFL Phase I, RFL Phase II and Godrej Plots) and all structures (whether present or future) thereon; (k) first ranking exclusive charge by way of hypothecation over receivables and moveable assets of the above projects and Additional Security; (l) guarantees issued by all the Guarantors; (m) first ranking exclusive pledge of 100% of the issued and paid-up share capital of the Issuer 2 and Issuer 3; (n) demand promissory note; (o) post-dated cheques for principal and Coupon payments; and (p) any other security as stipulated by the Investor and/or as agreed and set out in the Transaction Documents. Provided that the Security package provided to the Investor will be on no less favourable terms than provided to the Current Lender.
10. Charged Accounts	Tranche 1

	<p>(a) RERA mechanism to be followed if applicable to the Projects which are part of Security – Tranche 1.</p> <p>(b) Issuer 1 shall, subject to RERA if applicable, deposit 70% of all its cash inflows from the Project in a separate bank account (RERA Account), if applicable, and 30% of all its cash inflows from the Project in the Project Collection Account.</p> <p>Any amounts that are withdrawn by Issuer 1 from the RERA Account, if applicable, shall be deposited by the Issuers in the Project Collection Account, and if RERA is not applicable, will be deposited directly in the Project Collection Account.</p> <p>(c) Any amounts received from other projects in Security – Tranche 1 will also be deposited in the Project Collection Account.</p> <p>(d) The amount collected in the Project Collection Account will be utilised as per the following waterfall mechanism:</p> <ul style="list-style-type: none"> (i) Project expenses, as per the Business Plan, subject to the written approval of the Investor. (ii) any costs and expenses due to the Investor; (iii) unpaid Penal Interest; (iv) Coupon due to the Investor; (v) funding of ISRA shortfall, if any; (vi) repayment of principal due to the Investor as per the Transaction Documents; and (vii) prepayment of the outstanding amounts due to the Investor as per the Transaction Documents. <p>(e) The above waterfall shall be subject to compliance with the conditions prescribed under RERA, if applicable.</p> <p>(f) The Investor shall have the right to be a signatory to the Charged Accounts and RERA Account, if applicable, jointly with the Issuers.</p> <p>(g) The Issuers shall give the following irrevocable instructions to the concerned bank(s) with reference to the Charged Accounts:</p> <ul style="list-style-type: none"> (i) that the bank(s) will be authorized to directly send to the Investor, statements pertaining to the Charged Accounts, at such frequency as the Investor may require. (ii) that in case of an Event of Default and notwithstanding sub-clause (e) above:
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	<p>A. the Investor shall have the right to cause the bank(s) to freeze the Charged Accounts, without having to obtain any confirmation or further instructions from the Issuers;</p> <p>B. the Investor shall have the right to cause the bank(s) to transfer the balance in the Charged Accounts to the Investor, without having to obtain any confirmation or further instructions from the Issuers; and</p> <p>C. the bank(s) will abide by any instruction that the Investor may give to the bank(s) in connection with the Charged Accounts, without any confirmation or further instructions from the Issuers.</p> <p>(h) The Issuers shall provide the Investor with a written confirmation of the receipt of the instructions under sub-clause (f) above from the relevant bank(s), prior to closing of Tranche 1.</p> <p>Tranche 2</p> <p>The Project Collection Account shall be the account opened by Issuer 2 and the receivables from the projects part of Tranche 2- Security shall be deposited in the Tranche 2 Project Collection Account.</p> <p>The other conditions including the waterfall will be same as for Tranche 1. For avoidance of doubt, the monies will be used for all the NCDs (and will be cross linked)</p>
11. Security Cover	<p>(a) On and from the date of closing of Tranche 1 and until such time as the NCDs are redeemed in full, the Issuers shall maintain a minimum security cover of 1.7 times of the NCDs (Security Cover).</p> <p>(b) The Security Cover shall be calculated semi-annually or at a frequency acceptable to the Investor. The Security Cover shall be determined based on computation of net asset value, undertaken by a valuation firm to be appointed by the Debenture Trustee at the cost of the Issuers.</p> <p>(c) A list of pre-approved firms to conduct such a valuation shall be identified and set out in Transaction Documents.</p> <p>(d) A detailed list of covenants in relation to creation and maintenance of Security shall be set out in the Transaction Documents.</p>
12. Shortfall	<p>In the event the cash flow in Charged Accounts is insufficient to service the principal repayment, Coupon, Penal Interest, ISRA shortfall if applicable and/or any costs and expenses due to the Investor, the shortfall will be met through the infusion of funds by the Issuers and/or the Promoter. The Issuers and /or</p>

	Promoter shall be obligated to fund such a shortfall until the full and final repayment of the entire Investment Amount, Coupon and all other outstanding dues payable to the Investor under the Transaction Documents.
13. Issue Objective/ Use of Proceeds	The Issuers shall use the Investment Amount only for the following purposes: (a) the Tranche 1 – Rs 195 crore towards refinancing and extinguishing of the Existing Loan and all other senior debt obligations, and balance Rs 15 crore towards completion of Qube project; and (b) Tranche 2 towards refinancing and extinguishing of the Existing Loan and all other senior debt obligations, if any in full.
14. Nominee Director(s)	The Investor shall have the right to appoint 1 director(s) on the board of the Issuers on and from the date of first Closing until such time as the NCDs are redeemed in full.
15. Debenture Trustee	(a) IDBI Trusteeship Services Limited or any other trustee acceptable to the Investor at its sole discretion shall be appointed as the debenture trustee. (b) Any action undertaken by the debenture trustee shall be in accordance with the instructions received from the Investor and in the manner set out in the Transaction Documents.
16. Closing	The Transaction Documents shall contain customary closing actions (Closing) applicable to a transaction of this nature. The actions at first Closing shall include, but not be limited to: (a) payment of Investment Amount (or a part thereof) by the Investor to the Escrow Account and/or the Issuers in accordance with the Transaction Documents; (b) issuance and allotment of the NCDs by the Issuers to the Investor in terms of the Transaction Documents; (c) the release of security held by the Current Lender against the Existing Loan in terms of the Transaction Documents.

PART C – CONTRACTUAL PROVISIONS

1. End Use Certificate	The Issuers shall provide a certificate from an independent chartered accountant, certifying end use of the Investment Amount, in a format acceptable to the Investor, within 30 days from the date of each investment.
2. Insurance (wherever applicable)	(a) The Issuers shall ensure that all the assets charged to the Debenture Trustee are duly insured against all risks, at its own cost and expenses, to the satisfaction of the Debenture Trustee. (b) The insurance policies shall be assigned in the name of the Debenture Trustee within 30 days from the date of the first Closing or creation of any new security after first Closing, as the case may be, and a copy of the same shall be submitted to the Debenture Trustee.

<p>3. Information & Monitoring Rights</p>	<p>(a) The Issuers shall provide the following reports/notifications/information to the Investor (where applicable, in a format approved by the Investor):</p> <ul style="list-style-type: none"> (i) monthly management accounts pertaining to the Project, including reports related to sales collections and construction disbursements, within 7 days from the end of each month; (ii) cash flow statements for the Project for each quarter, within 15 days from close of such quarter; (iii) projected cash flow statements for the Project for each quarter, 15 days prior to the beginning of such quarter; (iv) annual audited financial statements of the Obligors, within 3 months from the end of each fiscal year; (v) annual operating budget for the Project, not later than 3 months prior to the commencement of each fiscal year; (vi) written notice of legal proceedings, inquiries/investigations by governmental authorities and other events specified in the Transaction Documents, within 7 days of such proceeding, inquiry/investigation or event coming to the knowledge of the Issuers; and (vii) any information as is required by the Investor from time to time. <p>(b) The Investor shall be entitled to:</p> <ul style="list-style-type: none"> (i) visit the Project site for inspection from time to time; (ii) appoint an independent engineer for monitoring the progress of the Project on a quarterly basis. The scope of work of the engineer shall be decided by the Investor; (iii) appoint an internal auditor and/or accountant to review/audit the books of the Issuers, Promoter and their affiliates and the expenses incurred in connection with the Project; and (iv) appoint a project management consultant(s) for the Project. <p>(c) The information and monitoring rights set out above are not exhaustive. Any additional information and monitoring rights of the Investor shall be agreed and set out in detail in the Transaction Documents.</p>
<p>4. Auditor</p>	<p>The Investor shall have the right to appoint auditors to peer review existing auditors until the NCDs (issued by the Issuers) have been redeemed in full.</p>
<p>5. Business Monitoring Committee</p>	<p>The Investor shall have a right to: (i) appoint 1 member of the business monitoring committee; (ii) require the Issuers to appoint 1 member of such committee. The committee shall review and monitor the overall Project performance against the Business Plan on a quarterly basis or as may be mutually agreed.</p>

6. NOC for Sale of Units	The Issuers shall obtain a no-objection certificate from the Investor for registering sale agreement for each unit of the Project.
7. Other Terms and Conditions	<p>(a) The Issuers shall disclose on all its pamphlets, brochures and other promotional materials (whether physical or electronic) etc. in relation to the Project that the Project is being financed by the Investor and the property being developed under the Project has been mortgaged in favour of the Debenture Trustee. Further, the Issuers shall display on a notice board at the Project site that the Project has been mortgaged in favour of the Debenture Trustee. The Investor and the Debenture Trustee shall have the right to ensure that such disclosures are made by the Issuers in the manner acceptable to the Investor/Debenture Trustee, if applicable.</p> <p>(b) The Investor shall be entitled to post its security personnel at the Project site.</p> <p>(c) The Investor shall, at its discretion, be entitled to obtain a confidential credit report on the Issuers from its existing lenders, and to receive quarterly credit reports and related covenant compliance certifications from the Issuers vis-à-vis its existing lenders' requirements.</p> <p>(d) The Issuers shall exclusively be liable to complete the entire Project even in case of Project cost overrun.</p>
8. Negative Covenants	<p>(a) Until such time as the NCDs are redeemed in full, each Obligor (as applicable) shall not, without the prior written consent of the Investor:</p> <ul style="list-style-type: none"> (i) undertake or permit any merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; (ii) change the nature of its current business or enter into any new business line or in any way undertake any new business initiative or diversify or expand its business or acquire any assets or projects or business including capital expenditure other than in accordance with the the Business Plan or undertake any new project; (iii) increase the authorized share capital or alter the share capital structure, including by issuance of securities or repurchase or cancellation or redemption or buy back of any of its share capital or issuance of any convertible instruments or creation of new classes of securities or reduction of share capital; (iv) issue or furnish any guarantee(s), counter-guarantee(s) or indemnities or undertake any other liability in connection with any obligation of any person; (v) incur any indebtedness in any manner;

	<ul style="list-style-type: none"> (vi) effect any change in the composition of the board or the management set-up, except in accordance with the Transaction Documents; (vii) amend or alter the constitutional document in any manner; (viii) transfer or abandon or agree to transfer or abandon the Project; (ix) enter into any related party transactions (<i>to be defined in the Transaction Documents</i>) which are not on an arm's length basis, including entering into or engaging directly or indirectly in any transactions or arrangements (contractual or otherwise) with any of the group companies (<i>to be defined in the Transaction Documents</i>) and/or affiliates (<i>to be defined in the Transaction Documents</i>); (x) commence proceedings for dissolution or insolvency; (xi) accept any consideration for sale of any of the residential/ commercial units/ plots/ flats/ built-up space in the Project in any manner other than through cash payment through commonly accepted banking channels; or (xii) take any actions in contravention of the rights of the Investor. <p>(b) The above list is indicative in nature. The detailed negative covenants shall be agreed and set out in the Transaction Documents. Provided that the negative covenants under the Transaction Documents will be on no less favourable terms than provided to the Current Lender.</p>
<p>9. Events of Default</p>	<p>Events of default shall be agreed and set out in the Transaction Documents (Events of Default). Such Events of Default shall include but not be limited to:</p> <ul style="list-style-type: none"> (a) breach of the Transaction Documents (including any obligation or covenant) by any Obligor; (b) default by the Issuers in payment of principal, Coupon, costs, charges, expenses and all other amounts payable under the Transaction Documents; (c) any governmental authority having condemned, nationalized, seized, or otherwise expropriated all or any part of the Project; (d) any execution, attachment or restraint having been levied on all or any material part of the Project; (e) material deviation from the Business Plan for the Project; (f) failure to comply with covenants relating to Security Cover; (g) breach of any financial covenants in relation to the Issuers; (h) breach of any development-related covenants in relation to the Project; (i) invalidity or challenge to the validity of any Security; (j) occurrence of a Cross Default; (k) any Obligor admitting to being generally unable to pay its debts when due; (l) institution of any insolvency or liquidation proceedings against any Obligor unless withdrawn or dismissed within 10 days from filing of the same; (m) any Obligor or any of its directors or affiliates become sanctioned (or listed as a Specially Designated National), under the sanctions and related laws on India, the United States of America, the United Nations and/or the European Union (Sanctions); and/or (n) the Investment Amount being used for any dealings with and/or for a

	<p>person which is subject to the Sanctions.</p> <p>The consequences of an Event of Default, including the manner and priority in which payments shall be made and enforcement of Security shall be agreed and set out in the Transaction Documents. Such consequences shall include but not be limited to the right to step into the Project and control all aspects related to it, including selling unsold stock at prices necessary to clear the stock and getting a new development manager to complete the construction.</p>
10. Cross Default	Any default by any of the Obligors under one Transaction Document shall be considered as a default of all the Obligors under all the Transaction Documents. The detailed provisions pertaining to cross default shall be agreed and set out in the Transaction Documents.
11. Business Plan	The Issuers and the Investor shall agree on a detailed annual business plan (“ Business Plan ”). The Business Plan shall include minimum selling price, sales and collection milestones etc. as mutually agreed between the Issuers and the Investor. The Issuers shall develop the Project as per the Business Plan.
12. Representations and Warranties	<p>The Transaction Documents will contain customary representations and warranties from the Obligors, as applicable to a transaction of this nature, including but not limited to the representations and warranties relating to:</p> <ul style="list-style-type: none"> (a) requisite power and authority; (b) no conflict with other obligations; (c) no material adverse change; (d) absence of material litigation; (e) solvency; (f) compliance with laws; (g) full disclosure and no misleading information; (h) financial statements; and (i) anti-money laundering, anti-corruption.
13. Assignment & Transfer	<ul style="list-style-type: none"> (a) The Investor may assign any of its rights or transfer by novation any of its rights and obligations in whole or in part without the Issuers' consent. The Obligors shall not be allowed to assign any of their rights or transfer by novation any of their rights and obligations in whole or in part without the Investor's consent. (b) The Investor shall be entitled to transfer all or part of the NCDs to any affiliate or third party at any time without any restriction, provided that such affiliate or third party shall execute a deed of adherence on or before such transfer.
14. Costs & Expenses	<p>The Issuers shall bear / pay the following costs and expenses:</p> <ul style="list-style-type: none"> (a) all costs associated with the sanction and disbursement of the Investment Amount and the issuance and allotment of the NCDs, including cost of

	<p>conducting the due diligences, title verification, drafting and execution of documents, payment of stamp duty, registration charges, cost of rating, cost of issuance of NCDs, cost of legal counsels, etc.</p> <p>(b) all costs related to the escrow agreement and the escrow arrangement, including the fee payable to the Escrow Agent.</p> <p>(c) future monitoring cost, including cost towards periodic inspection, valuation, project monitoring and fee payable to auditor, accountant, project management consultant, independent engineer, security personnel, etc.</p> <p>(d) all broker costs and any stamp duty payments on redemption of the NCDs. Notwithstanding anything to the contrary, the Issuers shall be liable to bear all the costs and expenses set out in this Clause, irrespective of the consummation of the Proposed Transaction.</p>
<p>15. Exclusivity</p>	<p>In consideration of the execution of this Term Sheet by the Investor, the Issuers and the Promoter agree that they and their respective affiliates, shareholders, directors, officers, employees, or agents will not, directly or indirectly, for a period of 60 days from the date of execution of the Term Sheet (Exclusivity Period):</p> <p>(a) solicit, initiate, or encourage any discussions with, or the submission of bids, offers, or proposals by, any person or entity with respect any possible investment or financing/refinancing transaction with respect to the Project (Competing Transaction);</p> <p>(b) engage in any discussions or negotiations, or enter into any agreement relating to, any such Competing Transaction with, or provide any information for the purposes of entering into a Competing Transaction, to any person other than the Investor; or</p> <p>(c) accept any offer or proposal for a Competing Transaction.</p> <p>In addition, and if applicable, the Obligors shall promptly terminate all current discussions with any other person in relation to a Competing Transaction.</p> <p>The Exclusivity Period may be extended by 30 days or such longer period as may be mutually agreed in writing by the Parties.</p>
<p>16. Confidentiality</p>	<p>The Parties agree to keep this Term Sheet and the ongoing discussions confidential, as contemplated by the Parties, provided that each Party may disclose information, as necessary, to their respective affiliates, advisors (including without limitation attorneys, accountants, consultants, bankers and financial advisors) and potential financing sources in each case in connection with the Proposed Transaction, provided that such persons are subject to similar confidentiality restrictions as stated in this Term Sheet; provided further that the Parties may disclose such information as required by applicable law or applicable rules and regulations of the relevant stock exchanges or regulatory authorities or in connection with seeking consents for the Proposed Transaction.</p>

17. Governing Law and Dispute Resolution	<p>The binding provisions of this Term Sheet shall be governed by and construed in accordance with the laws of India. The Transaction Documents will be governed by the laws of India.</p> <p>The courts at Mumbai shall have exclusive jurisdiction in relation to any dispute, controversy or claim arising out of or relating to this Term Sheet, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it.</p>
18. Binding Effect	<p>Other than the Clauses of Part C set out herein below, this Term Sheet is not intended to be legally binding and remains subject to due diligence by the Investor, and the relevant Parties entering into the Transaction Documents:</p> <ul style="list-style-type: none"> (a) Costs & Expenses (Clause 14); (b) Exclusivity (Clause 15); (c) Confidentiality (Clause 16); (d) Governing Law and Dispute Resolution (Clause 17); and (e) Binding Effect (Clause 18). <p>The investment structure and other structure-related matters described herein shall remain subject to the Investor's tax, legal, regulatory, compliance and other review.</p>

Signature Page Follows

Please countersign and deliver the signed Term Sheet to the Investor and the Current Lender on or before 11:59 p.m. IST on [●] 2020, after which this offer shall automatically stand withdrawn.

SSSN Projects Private Limited	Saisrushti Kariyammana Agrahara Projects Private Limited
_____	_____
Name:	Name:
Designation:	Designation:

Sai Srushti Infrastructure Pvt Ltd	Mr Sreenadha Reddy
_____	_____
Name:	Name:
Designation:	Designation:

Asia Real Estate II India Opportunity Trust

Name: Nipun Sahni
Designation:

SCHEDULE 1

REPAYMENT SCHEDULE - Tranche 1

Revised Due Date	Amt (Rs. In Cr)
31-Mar-22	20
30-Jun-22	20
30-Sep-22	25
31-Dec-22	25
31-Mar-23	25
30-Jun-23	25
30-Sep-23	35
31-Dec-23	35
Total	210

REPAYMENT SCHEDULE – Tranche 2

(Assuming disbursement in Sep'21 quarter)

Revised Due Date	Amt (Rs. In Cr)
30-Sep-24	104
31-Dec-24	105
Total	209