

19th May, 2016

To,
 Mr. Bachubhai Arethiya
 Akshar Group

This is with reference to our various discussions so far, find below Term Sheet for the Transaction contemplated.

Indicative Term Sheet

Issuer :	Akshar Space Pvt. Ltd.																						
Key Promoters :	Mr. Bachubhai Arethiya and Mr. Hari Mujat Patel																						
Total Sanction:	Upto Rs. 100 Crs																						
Instrument:	Secured Non-Convertible Debentures																						
Project :	<p>Green World, a residential cum retail project being developed at Thane Belapur Road, Airoli, Navi Mumbai in JDA with Mount Mary Builders (Land Owners), having land area of 40,468 sq.mtrs with Akshar Group's share of total saleable carpet area of 3,47,699 sq.ft. This includes area to be received from Mount Mary Builders (22,421 sq.ft.) in lieu of security deposit of Rs. 31.87 crs.</p> <table><tr><td></td><td>Residential</td><td>Retail</td><td>Total</td></tr><tr><td>Saleable Carpet Area (sq.ft.)</td><td>3,26,354</td><td>21,345</td><td>3,47,699</td></tr><tr><td>Area Sold (sq.ft.)</td><td>1,48,630</td><td>10,036</td><td>1,58,666</td></tr><tr><td>Total Sales Value (In Rs. Crs)</td><td>129.82</td><td>7.12</td><td>136.94</td></tr><tr><td>Amount received till date (in Rs. Crs)</td><td>93.96</td><td>5.18</td><td>99.14</td></tr></table>				Residential	Retail	Total	Saleable Carpet Area (sq.ft.)	3,26,354	21,345	3,47,699	Area Sold (sq.ft.)	1,48,630	10,036	1,58,666	Total Sales Value (In Rs. Crs)	129.82	7.12	136.94	Amount received till date (in Rs. Crs)	93.96	5.18	99.14
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Purpose:	Total Upto Rs. 35 crs – Takeover of ICICI Bank facility Upto Rs. 61.60 crs – Project Expense Upto Rs. 3.40 crs – Undrawn limit for 1 quarter coupon obligation																						
Approvals	<u>Sale Towers:</u> Full CC of all 10 towers																						
Total Tenure:	Door to Door Tenor 37 months																						
Coupon:	13.60% p.a. payable monthly																						
Processing Fees:	1.25% plus applicable taxes																						
Commitment Fees	Rs. 10 Lacs (plus service tax) at the time of signing the term sheet. This will be adjusted against Processing Fees																						
Repayment:	Principal moratorium of 15 months. Thereafter, repayment in 8 unequal quarterly installments from 16 th month onwards as mentioned in Annexure – I																						

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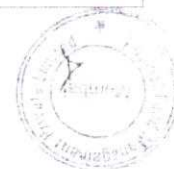
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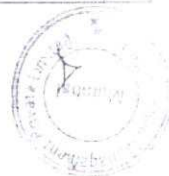
Undrawn Limit	One quarter coupon obligation i.e. Rs. 3.4 crs
Security Cover:	Cash flow Cover : Minimum 2x
	<ul style="list-style-type: none"> • First charge on Developer's share of development rights of 'Green World' project • Hypothecation of project receivables • Escrow of cash flows of the Project, including but not limited to deposits/ rentals/ sales proceeds/ any other receipts of any nature from the Project mentioned above till principal and accrued coupon is fully repaid • Personal guarantee of Mr. Bachubhai Arethiya and Mr. Hari Mujat Patel • 55% share pledge of Akshar Space Pvt. Ltd. held by the Promoters
Mandatory Prepayment Mechanism:	Depending on the cashflows, the subscriber can propose for a mandatory prepayment whereby certain percentage of cashflows in the Escrow Account would be used for principal prepayment. No prepayment charges will be levied under this mechanism. Initially, 20% of the cashflows would be retained in the Retention Account. The percentage of retention can be modified based on Subscribers discretion.
Prepayment charges:	<ul style="list-style-type: none"> • No prepayment is allowed for 15 months from the date of first disbursement except for project cashflows • The prepayment charges are 2% of amount prepaid. • There will be no prepayment charges if the Principal is prepaid from the Project cash flows
Coupon in case of Default	If coupon and/or principal payments due are defaulted/delayed, coupon @ 30% p.a., compounded quarterly, for defaulted/ delayed period on the amounts due (calculated from due date till date of payment) will become payable
Pre-disbursement conditions (CP):	<ul style="list-style-type: none"> • Upto Rs 35 crs (Takeover of ICIC Bank facility) <ul style="list-style-type: none"> ○ Satisfactory completion of legal and technical due-diligence of the project ○ Execution of security documents i.e. Debenture Trust Deed, Personal Guarantees and Share Pledge Agreement ○ Payment of processing fees ○ Undated cheques for the Principal and Coupon amount • Upto additional Rs. 50 crs (Project Expense) <ul style="list-style-type: none"> ○ As per project requirement • Upto additional Rs. 15 crs (Project Expense) <ul style="list-style-type: none"> ○ Sales of additional 10,000 sq.ft. of carpet area@15,500 psf
Additional Covenant	<ul style="list-style-type: none"> • After complete due diligence, certain covenants will be covered in the definitive agreement: <ul style="list-style-type: none"> ○ Sales and construction milestone ○ Escrow Retention Ratio (Initially 20%) ○ Minimum Selling price – Initially Rs. 15,500 per sq.ft. on carpet area. The minimum selling price will increase as per the Business Plan provided by the Issuer ○ Project Monitoring



	<ul style="list-style-type: none"> ○ Event of Default ○ Step-in or takeover rights in case of EoD 				
End use Certificate	The Issuer shall provide a certificate from an independent Chartered Accountant approved by Subscriber, certifying end use of Facility availed from the Subscriber within 30 days from the date of each disbursement.				
Other:	<ul style="list-style-type: none"> • In case the developer does not opt for option of purchasing 22,421 sq.ft. carpet area from Mount Mary Builders in lieu of Security Deposit; the Security Deposit received from Mount Mary Builders will have to be used for prepayment of proposed facility. • The Issuer shall ensure following approval timelines in respect of the Project: <table border="1"> <thead> <tr> <th>Timeline</th><th>Approvals</th></tr> </thead> <tbody> <tr> <td>18 months from date of first disbursement</td><td>Architect Certificate of Completion for 10 towers</td></tr> </tbody> </table> <p>In the event, the Issuer fails to adhere to any of the aforesaid Project approval milestone, the Issuer will have to pay additional interest on the principal amount of 4% p.a. over and above the applicable coupon rate from the expiry of the relevant timeline till the date the said milestone is achieved.</p> <ul style="list-style-type: none"> • Undated Cheques from Issuer for the entire obligation • Prior to signing of Definitive Agreement, a detailed business plan shall be agreed upon between the parties to include Minimum selling price as defined in this term sheet, construction milestones per quarter shall be agreed upon. • The subscriber shall retain the right to sell down its investment to a third party except to anyone in competitive business of the developer at any point in time and the same will be informed to the issuer. In the event of a sell down, the coupon reset clause as appearing in this term sheet, would not be applicable • <u>Office of Foreign Assets Control (OFAC) Clause:</u> The Issuer hereby agrees that (i) the Subscriber has a right to terminate the facility and to cancel all commitments under the facility, with immediate effect, in the event that the company, any of its Directors/ Promoters and / or its holding company become sanctioned (or listed as a Specially Designated National (SDN)), under the sanctions and related laws of India, The United States, United Nations and /or the European Union (the "Sanctions") and (ii) it shall not use the proceeds of the facility and/or any instrument issued hereunder by the subscriber, in any dealings with and/or for the benefit of any person/ entity which is subject to the sanctions. The subscriber shall further be entitled to refuse to process any transactions under the Facility that in its opinion violate/ may violate any sanctions or that could result in any sanctions being imposed on the Subscriber. 	Timeline	Approvals	18 months from date of first disbursement	Architect Certificate of Completion for 10 towers
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	<ul style="list-style-type: none"> • Coupon Reset Clause: The Subscriber shall have the option to reset the Coupon Rate at each Reset Date on the said outstanding Facility Amount, once it adopts a base rate coupon pricing model as per additional regulatory requirement, if arising in future. The same shall be communicated by the Investor to the Issuer. However, in the event of any change in applicable laws/regulatory requirements (including any pertaining to provisioning norms and/or risk weightage), the Subscriber may revise the Coupon Rate in accordance with and/or to ensure compliance with such law/regulatory requirement. (The clause will be detailed in the Definitive Agreements). If such coupon reset puts the issuer to disadvantage, the issuer would have rights to prepay the outstanding principal of the facility (ies) without any prepayment penalty within a period of 90 days of format intimation by the investor subscriber. • The coupon reset clause shall not be applicable in the event of partial/ complete sell down by the subscriber/ investor. • The Subscriber will have the following inter-alia rights (to be defined in detail in the binding documents) <ul style="list-style-type: none"> a. Under normal circumstances, right to information inter-alia right to monthly MIS in its standard format, right to enforce sale of units if they are not being met as per the covenants, and affirmative rights on key decisions like raising debt or other forms of capital / selling price / construction cost / changes to AOA/MOA, etc. b. In an event of default, the right to take board control, step into the project and control all aspects related to it include selling unsold stock at prices necessary to clear the stock and getting a new development manager to complete the construction etc.
Confidentiality	Save and except any disclosure requirements for Statutory Purposes, all Parties and/or their directors/officers hereto shall keep all negotiations confidential and maintain the contents of this Term Sheet in strictest confidence and shall make no announcement or disclosure without the prior written approval of the other Party save in respect of disclosures or announcements which may be required by any applicable law, and any disclosures to each Party's consultants, advisors, employees/directors (or by the Subscriber to its affiliates or their employees/ directors/ advisors/ consultants) on a need-to-know basis or those of its affiliates.
Governing Law and Arbitration	<ol style="list-style-type: none"> 1. Governing Law: Any disputes arising out of or in connection with the validity, interpretation or implementation of this Term Sheet and the Definitive Documentation shall be governed by the laws of India. 2. Arbitration: <ol style="list-style-type: none"> a. In the event of there being any dispute or difference between the parties as to any clause or provision of this Term Sheet or as to the validity or interpretation thereof or as to any account or valuation or as to the rights, liabilities, acts, omissions of any party hereto arising under or by virtue of these presents or otherwise in any way relating to this Term Sheet, such dispute will be referred to arbitration, by a



	<p>sole arbitrator to be appointed mutually by the parties, failing which, by three arbitrators, one each to be appointed by the two parties and the two arbitrators so appointed will appoint the third arbitrator. For the purpose of this clause, the Companies and the Promoter shall always be referred to as one party.</p> <p>b. The seat of arbitration shall be at Mumbai, India.</p> <p>c. The arbitration proceedings shall be held in accordance with Indian Arbitration and Conciliation Act 1996.</p> <p>d. The award given by the arbitrator shall be final and binding on the Parties hereto.</p>
Legally Binding Understanding	<p>It is hereby expressly agreed between the Parties that the terms and conditions set forth in this Term Sheet are not legally binding on the Parties, save and except to the extent specifically stated herein. Notwithstanding anything contained herein, the clauses pertaining to Upfront Fees, confidentiality, exclusivity, expenses, governing law and arbitration set out in this Term Sheet, shall be legally binding on the Parties. Further, this Term Sheet is an expression of desire to work together for investment subject to the clearance of the proposal by the Investment Committee of the Investor within 30 (thirty) days of execution of the Term Sheet and subject to finalization of Definitive Documentation.</p>



Other Terms & Conditions:

1. All expenses such as documentation charges (including stamp duty), legal, valuation, due diligence and other charges shall be borne by the Issuer.
2. It is the Issuer's responsibility to ensure that the mortgaged properties (except land) be duly insured at their own cost and expense, for all risks and the same to be extended in favor of the Subscriber. The insurance policy should be assigned in the name of the Trustee within 60 days of the drawdown and a copy of the same should be given to us for our record. The right to first refusal for the insurance policy will rest with Shriram General Insurance Co. Ltd.
3. The title of the properties to be clear, marketable, unencumbered & the same to be satisfactory and acceptable to the Subscriber. The Search in the ROC and in the Sub-Registrar's Office to be done & the same should be satisfactory.
4. Currently, the Issuer and its Group concerns / companies are not in default with any subscribers.
5. The Issuer will also undertake and confirm that in the event the cash flow in the escrow account is not sufficient to service the principal repayment, coupon or other dues, the shortfall will be met through inflow of fresh funds therein by the Issuer in a manner & form as mutually acceptable to the Subscriber. The support shall be kept valid until full repayment of the entire loan amount with coupon and all other dues.
6. This Term Sheet shall stand revoked and cancelled and shall be absolutely null and void if:
 - a. There are any material changes in the proposal;
 - b. Any material fact concerning the Issuer's profits, etc., or ability to repay, or any other relevant aspect of it is withheld, suppressed, or concealed or not made known to us;
 - c. Any Statement made by the Issuer is found to be incorrect or untrue;
 - d. Any Information as may be required by the Subscriber from Issuer, time to time, pertaining to the Property is not furnished in the form prescribed / approved by the Subscriber over a period of 30 days; and
7. The Subscriber shall do a quarterly inspection by visiting the project site the expense towards which shall be borne by the Issuer. The Subscriber shall have the right to appoint a PMC and/or Subscriber's Engineer during the implementation period and till the repayment of entire outstanding loan at the cost of the Issuer. The modalities to be defined in the Definitive Agreement.
8. The Subscriber will have the option to scrutinize and audit the expenses, which are incurred for the project.
9. The Subscriber will have exclusivity of 60 days from issue of this Term Sheet for the transaction during which period the Issuer will not approach any other Subscriber for the same.
10. The validity of this sanction is for a period of 60 days within which the drawdown has to be effected – a drawdown schedule will be shared along with the business plan
11. The entire principal amount should be availed within eighteen months of the date of

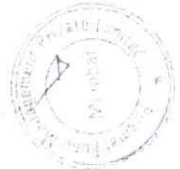


Definitive Agreement.

12. This Term Sheet is subject to due diligence, completion of comprehensive legal, financial, technical and other due diligence (of the Issuer and the guarantors) to the satisfaction of Subscriber. The Issuer shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of subscribers for undertaking the due diligence.
13. This Term Sheet shall not be final and binding (in any manner) on Subscriber & they reserve their right to cancel, add, modify or alter the entire or any terms and conditions including facility amount and coupon rate mentioned herein. In case Subscriber decides not to go ahead with the proposal on account of issues in financial, technical or legal due-diligence, the processing fees received will not be refunded.

Your signature on the acknowledgement of this letter signifies your acceptance of the terms and the proposal as set out in this Term Sheet.

<p>For Piramal Fund Management Pvt. Ltd.</p> <p><i>S.P. Prodhur</i></p> <p>Authorized Signatory :</p> <p>Date:</p> <p>Place:</p>	<p>For Akshar Space Pvt. Ltd.</p> <p><i>Harish</i></p> <p>(Director)</p> <p>Authorized Signatory: <i>Harish B. Mujat</i></p> <p>Date: <i>23/05/2016</i></p> <p>Place: <i>Navi Mumbai.</i></p>
<p>Mr. Hari Mujat Patel</p> <p><i>Harish</i></p> <p>Date: <i>23/05/2016</i></p> <p>Place: <i>Navi Mumbai.</i></p>	<p>Mr. Bachubhai Arethiya</p> <p><i>Harish</i></p> <p>(Mr. Hari. Mujat - P.O.A.)</p> <p>Date: <i>23/05/2016</i></p> <p>Place: <i>Navi Mumbai</i></p>



Annexure I – Repayment Schedule

(Amount in Rs. crs)

End of Month	Opening Balance	Repayment	Closing Balance
16th Month	100	5	95
19th Month	95	5	90
22nd Month	90	8	82
25th Month	82	15	67
28th Month	67	15	52
31st Month	52	15	37
34th Month	37	15	22
37th Month	22	22	0

