

18<sup>th</sup> December, 2017

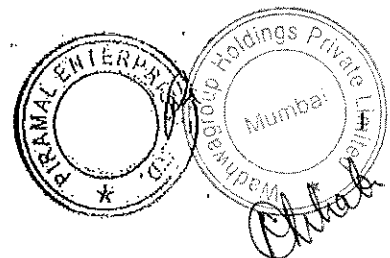
To,  
Mr. Navin Makhija  
The Wadhwa Group  
Mumbai

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

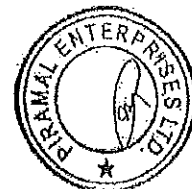
**Indicative Term Sheet**

<b>Issuer/Borrower</b>	Wadhwa Group Holdings Private Limited & Raghuleela Estates Pvt Ltd
<b>Key Promoters</b>	Mr. Vijay Wadhwa and Mr. Navin Makhija
<b>Partners</b>	Mr. Navin Makhija, Wadhwa Group Holdings Private Limited and Raghuleela Estates Private Limited
<b>Group</b>	Wadhwa Group
<b>Total Sanction</b>	<p>Upto Rs 1,550 Cr</p> <ul style="list-style-type: none"><li>Wadhwa Group Holdings Pvt Ltd Rs Rs 1,310 Cr as under:<ul style="list-style-type: none"><li>Facility I: Lease Rental Discounting (LRD) – Rs 1,130 Cr</li><li>Facility II: Loan Against Property (LAP) – Rs 180 Cr</li></ul></li><li>Raghuleela Estates Pvt Ltd Rs Rs 240 Cr as under:<ul style="list-style-type: none"><li>Facility I: Lease Rental Discounting (LRD) – Rs 240 Cr</li></ul></li></ul>
<b>Instrument</b>	Unlisted Non-Convertible Debentures
<b>Projects</b>	<ul style="list-style-type: none"><li><b>The Capital ('Asset 1'):</b><ul style="list-style-type: none"><li>The Capital Building is commercial space located at G Block, BKC, Mumbai</li><li>The project has chargeable(leaseable) area of 2.42 lac sft (Details mentioned in Annexure I), out of which 96% is leased out as on date</li><li>Average rent is ~Rs 252 per sft per month</li></ul></li><li><b>Trade Centre ('Asset 2'):</b><ul style="list-style-type: none"><li>Trade Centre is commercial space located at BKC CST Link Road, BKC, Mumbai</li><li>The project has total chargeable(leaseable) area of 2.38 lac sft</li><li>The chargeable(leaseable) area of 2.08 sft is considered (Details mentioned in Annexure I), out of which 100% is leased out as on date</li><li>Average rent is ~Rs 140 per sft per month</li></ul></li><li><b>Glenmark House ('Asset 3'):</b><ul style="list-style-type: none"><li>Glenmark House, B. D. Sawant Marg, Andheri East, Mumbai</li><li>The project has chargeable(leaseable) area of 1.03 sft (Details mentioned in Annexure I), out of which 100% is leased out as on date</li><li>Average rent is ~Rs 134 per sft per month</li></ul></li></ul> <p>Rentals will be first utilized towards interest payment of the loan amount and any excess rentals will be utilized towards principal pre-payments of facility I or II at the discretion of lender</p>




*[Handwritten signatures]*



<b>Purpose</b>	<b>Upto Rs 1,550 Cr</b> - Upto Rs 1,426 Cr for takeover of existing loans - Remaining Rs 124 Cr for General Corporate Purpose ('GCP')  • Wadhwa Group Holding Pvt Ltd Rs Rs 1,310 Cr as under: - Upto Rs 1,186 Cr for takeover of existing loans <i>i.e. LRD of Rs 1,130 Cr and LAP of Rs 56 Cr</i> - Remaining Rs 124 Cr for General Corporate Purpose ('GCP') <i>i.e. LAP of Rs 124 Cr</i>  • Raghuleela Estates Pvt Ltd Rs Rs 240 Cr as under: - Rs 240 Cr towards repayment of existing loans by way of LRD
<b>Investor/Lender</b>	Piramal Enterprises Limited
<b>Total Tenure</b>	<b>Facility I:</b> Upto 180 months <b>Facility II:</b> Upto 36 months
<b>Interest Rate</b>	<b>Facility I:</b> - Rate of Interest at the rate of 9.00% p.a. payable monthly; <b>Facility II:</b> - Redemption premium to be paid to achieve an IRR of 15.00%  <i>Rate of Interest rate (Floating linked to Piramal Lending Rate)</i>
<b>Processing fees</b>	0.25% plus applicable service taxes on the facility amount <i>(excluding the existing Facility of Rs 440 Cr from Piramal Enterprises Ltd)</i>
<b>Repayment</b>	<b>Facility I:</b> - Amortization of the total facility over the tenure of 180 months with a put option after every 3 years - Any amount received, excluding receipt towards Maintenance and electricity reimbursement and Property tax (except for 9 <sup>th</sup> and 10 <sup>th</sup> floor of Trade Centre leased to GIA India Laboratory Private Limited) in escrow account will be first utilized towards interest payment and the balance amount will be towards mandatory prepayment of the facility  <b>Facility II:</b> Redemption premium to be paid at the end of 3 years to achieve an IRR of 15.00%
<b><u>Security Structure:</u></b> Affirmative and veto rights on all important matters related to Project to be stipulated in definitive documents. The Facility, together with interest, liquidated damages, costs, charges, expenses and other monies whatsoever payable to the Lender shall be secured by: <b>Facility I:</b> - First charge over total area of ~5,54 lac sft (as per the annexure I below) of all the three projects along with undivided share of land under Facility I - First charge (hypothecation) on present and future receivables of all the three assets as mentioned above	

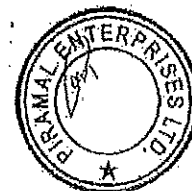


<b>Facility II:</b> <ul style="list-style-type: none"> <li>- Second charge over total area of ~5.54 lac sft (as per the annexure I below) of all the three projects along with undivided share of land under Facility I</li> <li>- Second charge (hypothecation) on present and future receivables of all the three assets as mentioned above</li> </ul> <b>Both the facilities:</b> <ul style="list-style-type: none"> <li>- Personal Guarantee of Mr. Navin Makhija</li> <li>- Non disposal undertaking to maintain Promoter's shareholding at least 51%</li> <li>- Demand Promissory Notes</li> </ul> <b>Affirmative and Negative Covenants on all important matters related to Projects &amp; Major Decisions in the case of an Event of Default to be stipulated in definitive documents.</b>	
<b>Security Cover</b>	Minimum 1.2x (Value of Property/ Facility amount i.e. {(Total chargeable area (lac sq ft)*Capital value (per sft)/ Total sanction amount (Rs Cr))})
<b>Facility wise disbursement schedule &amp; purpose</b>	Please refer <b>Annexure II</b> below
<b>Prepayment charges</b>	<ul style="list-style-type: none"> <li>• Lock-in period of 3 years from the date of each disbursement</li> <li>• There will be no prepayment charges if the Facility Amount is prepaid from the cash flows of the Project Including lease rental/ sale of area and/or Promoter contribution</li> <li>• There will be no prepayment charges if the Facility Amount is prepaid after the lock-in period if facility II cannot be entirely repaid from reworking of Facility I by the lender and borrower has to borrow from other sources in case if Piramal is not willing to participate in future borrowings (top-up of existing LRD).</li> <li>• Any amount prepaid from any other sources after the lock-in period will attract 2.00% prepayment charge on the principal prepaid</li> </ul>
<b>Mandatory Prepayment and Escrow Mechanism</b>	<ul style="list-style-type: none"> <li>• A no lien non-Interest bearing bank account will be opened wherein all amounts received with respect to the Project shall be deposited ("Escrow Account")</li> <li>• Remaining rentals {excluding receipt towards Maintenance and electricity reimbursement and Property tax (except for 9<sup>th</sup> and 10<sup>th</sup> floor of Trade Centre leased to GIA India Laboratory Private Limited)} to be utilized towards interest payments of Facility I and any excess rentals to be utilized towards pre-payment of Facility I or II at the discretion of lender</li> <li>• Non-payment of Installments as per the schedule would be termed as Default</li> </ul>



<b>Additional Interest in case of Default</b>	2.00% per month compounded monthly on the delayed/defaulted interest/principal payment
<b>Pre-disbursement conditions (CP)</b>	<ul style="list-style-type: none"> <li>• Title, financial and technical due diligence and valuation report of all the Assets</li> <li>• Clear and marketable title of all the Assets</li> <li>• Execution of all the documents and creation of security mentioned in Annexure II in form and substance satisfactory to the Lender</li> <li>• Conditional NOC from existing lenders for release of their respective securities post repayment of their loans</li> <li>• Cross collateralization of all the units mortgaged</li> </ul>
<b>Condition subsequent</b>	<ul style="list-style-type: none"> <li>• Undated/Post-dated cheques for entire principal and coupon</li> <li>• Create and perfect security, including registered mortgage on the area post takeover of existing LRD facilities</li> <li>• CA certificate certifying end use for the amount disbursed</li> </ul>
<b>Other Covenants</b>	<ul style="list-style-type: none"> <li>• The Borrower will obtain NOC for each unit before entering into an Agreement to Lease going forward</li> <li>• Any amount received in escrow account ((excluding receipt towards Maintenance and electricity reimbursement and Property tax (except for 9<sup>th</sup> and 10<sup>th</sup> floor of Trade Centre leased to GIA India Laboratory Private Limited))) will be first utilized towards interest payment of Facility I and the balance amount will be towards mandatory prepayment of the Facility II</li> <li>• Borrower would disclose Escrow Account details in Lease agreement/deed with customers. Instruction letters/demand notices to customers (both existing and new) as well as the Lease Agreements must mention account number of Lender Escrow Account and deposit of entire unit rent/consideration therein</li> <li>• Financial covenants and Event Of Default clauses to be set out in definitive documents</li> </ul>
<b>ISRA</b>	<ul style="list-style-type: none"> <li>• Minimum 1 quarter's interest to be maintained as undrawn limits</li> <li>• If in case, if the limits of 1 quarter's interest is released then the Borrower shall within 30 days of such release shall create an Interest Service Reserve Account (ISRA) in the form of Fixed Deposit of an amount equivalent of ensuing one quarter's interest payment on the principal outstanding</li> </ul>
<b>Rating</b>	Facility to be Rated.
<b>Assignment</b>	In case of assignment of part of the Facility by existing lender to new lender, the new lender will have the right to link the interest rate to its own internal benchmark. In such a case, Spread will be recalculated on date of assignment and will remain constant thereafter. The interest rate will be reset at such frequency as the tenor of the benchmark to which the Spread is linked.



<b>Other conditions</b>	<ul style="list-style-type: none"> <li>Any change in the capital structure of the company will require our prior consent.</li> <li>The Borrower shall provide a certificate from an Independent Chartered Accountant, to the satisfaction of the Lenders, certifying end use of Facility availed from the Lender within 30 days from the date of each disbursement.</li> <li>Escrow mechanism, financial covenants and EOD clauses to be set out in term sheet/definitive documents</li> <li>In an event of default the right to take control, step into the project and control all aspects related to it include selling the asset</li> </ul>
<b>Others</b>	<ul style="list-style-type: none"> <li>Prior to signing of Definitive Agreement, a detailed business plan shall be agreed upon between the parties and shall be agreed upon completion of due diligence. Any deviation in Business Plan will lead to an event of default</li> <li>The lender shall retain the right to sell down its investment to a third party at any point in time with mutual consent with the developer</li> <li>The lender will have the following inter-alia rights (to be defined in detail in the binding documents)</li> </ul>
<b>Confidentiality</b>	<p>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 Lender to its affiliates or their employees/ directors/ advisors/ consultants) on a need-to-know basis or those of its affiliates.</p>
<b>Governing Law and Arbitration</b>	<ol style="list-style-type: none"> <li><b>Governing Law:</b> 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.</li> <li><b>Arbitration:</b> <ol style="list-style-type: none"> <li>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 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.</li> <li>The seat of arbitration shall be at Mumbai, India.</li> <li>The arbitration proceedings shall be held in accordance with Indian</li> </ol> </li> </ol>







	<p>Arbitration and Conciliation Act 1996.</p> <p>d. The award given by the arbitrator shall be final and binding on the Parties hereto.</p>
<p><b>Legally Binding Understanding</b></p>	<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 60 (sixty) days of execution of the Term Sheet and subject to finalization of Definitive Documentation.</p>



**Lease Rentals Annexure I:**

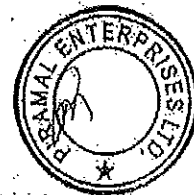
**Asset 1: The Capital:**

Tenant	Floor	Units	Area Leased (Saleable sft)
Pebblestreet Hospitality Pvt. Ltd.	Ground	G-4	4,056
Shree Balaji Landmark Hotels Pvt. Ltd.	Ground	G-5	5,138
Gbc Mega Motels Pvt. Ltd.	Ground	G-6	3,791
Tata Star Bucks Limited	Ground	G-7	3,234
Corporate Collars	Ground	G-7-A	817
Theobroma Foods Pvt Ltd	Ground	G-8	1,419
Olive Bar And Kitchen Pvt Ltd	Ground	G-2	2,859
Shivas Hair Designer Private Limited	01st Floor	'115	429
Shivas Hair Designer Private Limited	01st Floor	'116	329
Rak Free Trade Zone Authority	02nd Floor	202	5,389
R & A Foods Private Limited	02nd Floor	218	893
Zone8 Tea World Pvt Ltd	03rd Floor	308-A	1,172
Vacant	03rd Floor	308-B	225
Aryan Foods	03rd Floor	308-C	509
Gbc Mega Motels Pvt. Ltd.	03rd Floor	308-D	674
Infineum India Additives Pvt. Ltd	05th Floor	514	1,577
Nexus Flight Operations India Pvt Ltd	08th Floor	805 - A	4,549
Vacant	15th Floor	1504	8,492
Deutsche Equities India Private Limited	14th Floor	1401	32,168
Deutsche Bank Ag	14th Floor	1402	37,702
Deutsche Bank Ag	15th Floor	1501	19,763
Asahi Kasei India Private Limited	15th Floor	1502-B	4,191
Bee Fintech	15th Floor	1502-A	3,427
Symantec Software Solutions Private Limited	18th Floor	1801	12,931
Pfizer Ltd	18th Floor	1802	60,872
Pfizer Ltd	19th Floor	1901	25,174
<b>Total</b>			<b>241,779</b>

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**Asset 2: Trade Centre**

Tenant	Floor	Units	Area Leased (Saleable sft)
Vasco Worldwide India Private Limited	Ground	G-3	2,688
Gujarat Pipava	3rd	301	4,200
GIA India Laboratory Private Limited	3rd	306/307	6,645
GIA India Laboratory Private Limited	3rd	308	3,300
VFS Global Services Private Limited	3rd	310/311	9,738
Gemological Science International Private Limited	06th	601 - A	6,520
Gemological Science International Private Limited	06th	601 - B	6,961
Forbes Bumi Armada Offshore Ltd & Forbes Bumi Armada Ltd	06th	602	6,908
GIA India Laboratory Private Limited	9th	-	48,834
GIA India Laboratory Private Limited	10th	-	40,465
1 Above Restaurant	Ground	G4	11,166
Regus	Ground/1st	002/001/101/102	61,352
<b>Total</b>			<b>208,777</b>

**Asset 3: Glenmark House**

Tenant	Floor	Units	Area Leased (Saleable sft)
Glenmark Pharma	2nd to 6th floor	G - 1	65,796
Glenmark Pharma	1st floor	G - 3	12,000
Glenmark Pharma	2nd & 3rd Floor	G - 2 B	10,115
Glenmark Pharma	4th & 5th Floor	G - 2 A	10,115
Glenmark Pharma	1st floor	4 - A	5,000
Tea Post Pvt Ltd	Kiosks	101	250
<b>Total</b>			<b>1,03,276</b>





Annexure II:

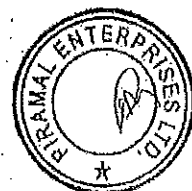
Asset/tenant	Existing Lender	Area (sqft)	Existing Debt (Rs Cr)	Facility I	Facility II	Total (Facility I & II)	Purpose
<b>The Capital</b>							
Deutsche & Others	Piramal Group	1,42,501	434	464	77	541	Rs 50 Cr towards repayment of balance third party lender loan and Rs 27 Cr towards General Corporate Purpose ('GCP')
	Third Party Lender	-	80				
Others	Aditya Birla	13,232	30	39*	3	42	Towards General Corporate Purpose
Pfizer	ICICI Bank	86,046	285	261	30	291	Rs 24 Cr towards repayment of ICICI Bank loan and Rs 6 Cr towards GCP
<b>Trade Centre</b>							
GIA	Bank of Baroda	89,299	223	250	35	285	Towards General Corporate Purpose
GSI, Forbes Buri	Laxmi Vilas	20,389	41	39*	3	42	Rs 2 Cr towards repayment of Laxmi Vilas loan and Rs 1 Cr towards GCP
VFS Global, Gujrat Pipav	Aditya Birla	23,883	52	47	6	53	Rs 5 Cr towards repayment of Aditya Birla and Rs 1 Cr towards GCP
Vasco Worldwide	No Lender	2688	-	6	-	6	NA
1 Above Restaurant & Regus	PNB Housing	72,518	100	102	4	106	Towards General Corporate Purpose
<b>Glenmark House</b>							
Glenmark Pharma	PNB Housing	1,03,276	182	162*	22	184	Rs 20 Cr towards repayment of PNB Housing and Rs 2 Cr towards GCP
Grand Total		5,53,831	1,426	1,370	180	1,550	

\*LRD Facilities to Raguleela Estates Pvt Ltd - (Rs 240 Cr); rest of the facilities to Wadhwa Group Holdings Pvt Ltd - (Rs 1,150)



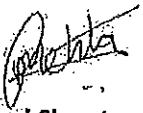
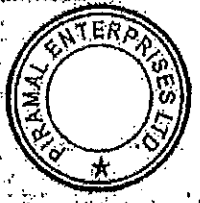
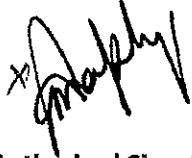
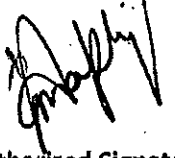
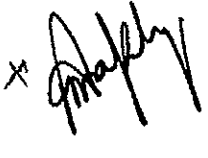
**Other Terms & Conditions:**

1. All expenses such as documentation charges (including stamp duty), legal, valuation, due diligences and fees of security trustees other charges shall be borne by the Borrower.
2. It is the Borrower'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 Lender. 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.
3. The title of the properties to be clear, marketable, unencumbered & the same to be satisfactory and acceptable to the Lender. The Search in the ROC and in the Sub-Registrar's office to be done & the same should be satisfactory.
4. Currently, the Borrower and its Group concerns / companies are not in default with any lenders.
5. The Borrower will also undertake and confirm that in the event the cash flow in the escrow account is not sufficient to service the principal repayment, interest or other dues, the shortfall will be met through inflow of fresh funds therein by the Borrower in a manner & form as mutually acceptable to the Lender. The support shall be kept valid until full repayment of the entire loan amount with interest 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 Borrower'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 Borrower is found to be incorrect or untrue;
  - d. Any Information as may be required by the Lender from Borrower, time to time, pertaining to the Property is not furnished in the form prescribed / approved by the Lender over a period of 30 days; and
7. The Lender shall do a quarterly inspection by visiting the project site the expense towards which shall be borne by the Borrower. The Lender shall have the right to appoint a PMC at the cost of the Borrower. The modalities to be defined in the Definitive Agreement.
8. The Lender will have the option to scrutinize and audit the expenses, which are incurred for the project.
9. The Lender will have exclusivity of 60 days from issue of this Term Sheet for the transaction during which period the Borrower will not approach any other Lender 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. This Term Sheet is subject to due diligence, completion of comprehensive legal, financial, technical and other due diligence (of the Borrower and the guarantors) to the satisfaction of Lender. The Borrower shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of lenders for undertaking the due diligence.
12. This Term Sheet shall not be final and binding (in any manner) on Lender & 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.

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 Enterprises Limited</p> <p></p> <p>Authorized Signatory</p> <p></p>	<p>For Wadhwa Group Holdings Pvt. Ltd.</p> <p></p> <p>Authorized Signatory</p>
<p>For Raghuleela Estates Pvt. Ltd.</p> <p></p> <p>Authorized Signatory</p>	<p>For Mr. Navin Makhija</p> <p></p> <p>Authorized Signatory</p>

