

INDICATIVE TERM SHEET FOR DISCUSSION PURPOSE ONLY

Issuance of the draft indicative Term Sheet for discussion purpose shall not give rise to any binding obligation, whatsoever, on Reliance Nippon Life Asset Management Limited (RNAM) including but not limiting to enter into any contract and /or for extending any financial assistance. Terms of such assistance(s) shall be at the absolute discretion of RNAM and also subject to final internal approvals, due diligence by RNAM and execution of the definitive documentation in favor of RNAM.

Clause	Particulars
Issuer	Darvesh Properties Private Limited
Promoters / Guarantors	Promoters of Darvesh Properties Pvt Ltd holding 100% stake in the Issuer directly / indirectly including 1. Mr. Usman Darvesh; 2. Mr. Mahebub Darvesh; 3 Mr. Nadeem Darvesh
Co-obligor	Other group entities
Investor / Arrangers / Advisors	Reliance Nippon Life Asset Management Limited (RNAM), in its capacity as the Portfolio Manager on behalf of its Portfolio Management Services (PMS) clients. RNAM has right to nominate / assign Reliance Capital Ltd. and/or their affiliates including schemes of Reliance Yield Maximiser AIF for whole or part Investment herein
Project (as per Promoters representation)	<ol style="list-style-type: none"> Residential Project "Darvesh Horizon" located near Dahisar Check Naka, Mira Road, Thane on joint development basis with land area of 9867.58 square meters. The Project is being developed under MMRDA Rental Housing Scheme on 8270 sq mtrs plot area. All approvals, including Layout plan, IOD, Building plans, CC upto 6th typical floors for Wings A, B & C and upto 15 typical floors for Wings D & E, other applicable NOCs, etc, has been received. The Project will have total _____ units, admeasuring total Saleable area of ~4,53,502 sq ft., of which Issuer's share is 60%. The Issuer will have total saleable area of 2,72,101 sqft, of which 224 units, admeasuring 2,37,101 sqft is residential and approx. 26 units, admeasuring 35,000 sqft is commercial / retail. Out of this, the Issuer has sold 117 units admeasuring 117739 sqft of residential and 8 units admeasuring 6,099 sqft of commercial area and Rs. 36.10 cr is receivable from the sold units Residential Project "Darvesh Palms" located on CTS No 1255, Sherley Rajan Road, off Carter Road, Bandra, Mumbai. All approvals, including Layout plan, IOD, Building plans, CC upto 4th habitable floor, other applicable NOCs, etc has been received. The Project will have total usable carpet area of 10,709.63 sqft. (Project 3)
Investment	Up to Rs 80 crs by subscription to Senior, Secured, unrated, redeemable non convertible, unlisted debenture(s) (NCDs) in dematerialized form
Rate of Interest	<p>Additional Upfront Interest: Nil</p> <p>Regular Interest & Redemption Premium For first 23 months: 16.00% p.a. compounded monthly, payable quarterly; Thereafter: 18.00% p.a. compounded monthly, payable quarterly</p>



	<p>Additionally, NCD shall be redeemed along with Redemption Premium / Additional Interest, in such a manner, that overall IRR on NCD shall be equivalent to coupon of 10.5% compounded monthly.</p> <p>18.4.1.</p> <p>Redemption Premium / Additional Interest shall be payable along with Principal payments for the last 3 quarterly installments.</p> <p>First interest would be due on 30 Sep 2018 then on 31st March, 2019. Thereafter, interest shall be payable on quarterly basis from 31th March, 2019.</p> <p>If there are sufficient cash flows from the Projects, then the interest due can be paid with prior written approval from the Debenture Holder on the last business day of the month even before completion of the respective quarter during the tenure of the facility, without any prepayment charges.</p> <p>Note: During moratorium period, Interest shall accrue on quarterly rest, however, payment thereof shall be made at the end of moratorium period. However, during Interest moratorium period the Issuer shall be obligated</p> <ul style="list-style-type: none"> - to provide for TDS, make payment of TDS to the credit of beneficial Interest holders under the Investor and make payment to Investor for payment of tax on accrued Income but not paid at maximum marginal rate of tax (Currently 33.99%) incase financial year ending falls during moratorium period
Maximum Tenure of Investment	Up to 52 months and not later than 30 th September, 2022 and / or Up to 40 months and not later than 30 th September, 2021 and / or Up to 28 months and not later than 30 th September, 2020
Repayment of Investment Amount / Principal	<p>Principal Repayment will be done in 9 (or 6 as the case may be) equal quarterly installments starting from 25th month from the date of first disbursement. Principal Repayment is subject to Mandatory Prepayment as explained below.</p> <p>If there are sufficient cash flows from the Projects, then Additional Interest / Principal can be paid with prior written approval from the Debenture Holder on the last business day of the month even before completion of the respective quarter during the tenure of the facility, without any pre-payment charge.</p> <p>Principal Repayment is subject to Mandatory Prepayment as explained below.</p>
Purpose of Investment	Up to Rs. 80 cr, by way of Non Convertible Debentures, to be disbursed in tranches linked to Milestone, as follows <ul style="list-style-type: none"> - Up to Rs 40 cr – For repayment of Debentures issued by Religare Credit Advisors LLP; - Rs 35 cr – meeting expenses towards Projects Costs for the Projects, to be disbursed directly to the vendors, linked to milestone; - Rs 5 cr – For meeting contingency requirement, to be disbursed at the sole



	<p>discretion of the Investor [Mechanism to be detailed in Definitive Agreements]</p> <p>Note: Number of Series of NCDs and allocation of amounts for Projects to be determined and detailed in Definitive Agreements</p>
Security	<ul style="list-style-type: none"> Exclusive First Charge by way of a Registered English mortgage (without possession of land/superstructure, with possession of original title agreement and in case of default, the Investor can take possession without intervention of the court) on development rights, leasehold rights, Issuer's share of unsold units and receivables of sold units of Darvesh Horizon Exclusive First Charge by way of a Registered English mortgage (without possession of land/superstructure, with possession of original title agreement and in case of default, the Investor can take possession without intervention of the court) on land, development rights, unsold units and receivables of Darvesh Palms Project Personal Guarantee from the Promoters Corporate Guarantee from the Issuer and Co-obligor Cheques as per Repayment schedule and one blank undated cheque, from the Issuer and Co-obligor. DPNs from the Issuer / Co-obligor 51% Pledge of shares of the Issuer [shares should be in Demat form] Special Power of Attorney pursuant to mortgage and MOFA Agreements for three triplex and one flat of Darvesh Palms Project (to be detailed in Definitive Agreements) <p>Such other security as may be required by the Investor, to meet shortfall in Loan-to-value ratio and / or as an alternate security in case of impairment of any of the security already provided.</p> <p>Cost of creating the security shall be borne by the Issuer / Co-obligor.</p> <p>Loan-to-value ratio of 2.25 to be maintained at any time during the tenure of the loan.</p> <p>Security to be released at the time of exit of the investor. (NCC mechanism for sale of units)</p>
Mandatory Prepayment	<ul style="list-style-type: none"> All cash inflow in the form of sales proceeds/ / any other cash flow etc directly / indirectly from the Projects charged to the Investor as mentioned under 'Security' would be routed through the Escrow Account from the First Closing Date and would be utilized to service the Investment on the Coupon and/or Principal Payment date. Escrow Mechanism to be detailed in Definitive Agreements and to be in compliance with RERA. <p><u>Working of Escrow Mechanism for Darvesh Horizon,:-</u></p> <p>On or before 18 months from the First Closing date</p>



- 100% of all the cash flow would be routed through Escrow Account and will be used towards meeting the project expenses, total project cost and to service interest on the Investment.

After 18 months till 33 months from the First Closing date

- 35% of all the cash flow would be retained in the Escrow Account and will be used to service interest and part prepay the Investment at the second last working day of the month.
- Balance 65% amount will be utilized by the Issuer / Co-obligor only towards meeting the project expenses, total project cost charged to Investors

After 33 months till 45 months from the First Closing date

- 60% of all the cash flow would be retained in the Escrow Account and will be used to service interest and part prepay the Investment at the second last working day of the month.
- Balance 40% amount will be utilized by the Issuer / Co-obligor only towards meeting the project expenses, total project cost charged to Investors

After 45 months from the First Closing date

- 80% of all the cash flow would be retained in the Escrow Account and will be used to service interest and part prepay the Investment at the second last working day of the month.
- Balance 20% amount will be utilized by the Issuer / Co-obligor only towards meeting the project expenses, total project costs charged to Investors

Cash flows in Escrow account should be utilized to meet Construction, Tenants Rent, Corpus, Approval & Premium Charges and total Project costs for the Projects only. (Project costs to be defined in the Definitive Agreements)

Working of Escrow Mechanism for Darvesh Palms Project :-

- 100% of all the cash flow would be retained in the Escrow Account and will be used to service interest and part prepay the Investment at the second last working day of the month and/or such amount to be determined at the sole discretion of the Debenture Holders, shall be permitted to be used for the Projects' expenses .

Escrow mechanism shall be further detailed in Definitive Agreements.

- In case if there is any delay in payment of Interest and / or Principal Repayment beyond due date or if there is any Event of Default, then 100% of the cash flows coming into the Escrow Accounts would be used to service the Investment and no overflows would be released to the Issuer / Co-obligors.
- Any such mandatory prepayment would be adjusted towards the immediate next principal installment's falling due. No prepayment penalty would be levied



	<p>in case of such mandatory prepayment.</p> <ul style="list-style-type: none"> Issuer can make Prepayments, over and above Mandatory Prepayment and schedule payments, from Projects cash flows without any Prepayment penalty. Additional Interest over and above the Regular Interest shall reduce the Redemption Premium accordingly. (to be detailed in Definitive Agreements)
Voluntary Prepayment	<ul style="list-style-type: none"> Prepayment shall be permitted in whole or in part, from any sources of funds, with prior written notice of 30 days, as follows: Up to 24 months from the First closing date, provided Investor's Absolute Returns for 24 months is protected and with Penal Interest of 2% by way of Additional Interest / Redemption Premium, on the Principal being repaid. To clarify no penal interest shall be charged if amount is prepaid from Project cash flows. Any time after 24 months from the First Closing date, without any Prepayment charges. Any amount prepaid shall be deemed cancelled and become unavailable for redrawing.
Cash Cover	<p>1 quarter's coupon payments from the end of 5th month and 1 quarter's principal installment payable, if due, during the next quarter, from the end of 24th month, in the form of bank FDR / Liquid fund, which will be lien-marked to the Debenture Trustee.</p> <p>Cash Cover for Principal payment to be maintained only in case where Principal Payment is falling due within next 1 quarter.</p> <p>It is clarified that if repayment of scheduled principal installment is ahead of 1 quarter by way of mandatory mechanism, then no such Cash Cover would be required to be maintained.</p>
Condition Precedents (Indicative and to be detailed in Definitive Agreements)	<p>Following Condition Precedents are indicative, not exhaustive and would be set-out more fully during the Due Diligence process. The Condition Precedents should be complied to the satisfaction of the Investor.</p> <ul style="list-style-type: none"> For Darvesh Horizon, Dahisar Project: <ul style="list-style-type: none"> All the approvals, as may be applicable, including revised final Building plans, environment approval, height approvals for entire project, receipt of demand notice for CC duly endorsed as per minimum 2 FSI (equivalent to 11 habitable floors for all 5 wings of free sale building, full CC upto 22 habitable floors for MMRDA building, and all other applicable NOCs, etc has been received and valid for the Project. MMRDA Agreement for Rental Housing Scheme should have been executed by the Company and MMRDA (as per 8270 sq mtrs) The Issuer shall obtain fresh NOC from MMRDA and the landowners in the format acceptable to the Investor. Certification of costs to complete for Dahisar Project by independent agencies, to be determined by the Investor Such other conditions as may be required based on Title, Technical,



	<p>cost and Financial Due Diligence of the Project.</p> <ul style="list-style-type: none"> • For Darvesh Palms Project: <ul style="list-style-type: none"> (i) Such other conditions as may be required based on Title and Technical Due Diligence of the Project. (ii) All the approvals, as may be applicable, including final Building plans, environment approval, height approvals for entire project, demand notice for full CC and all other applicable NOCs, etc has been received and valid for the Project. • NOC from Religare Credit Advisors LLP mentioning the amount payable to them and stating that they'll release the charge on Project upon payment of specified amount, in the format acceptable to the Investors. • Dahisar and Mumbai Central Projects should be registered with RERA. • Title DD including but not limited to title search report, public notice, ROC search report, Sub-registrar searches, litigations etc on properties being provided as security, absence of any litigation for the Projects. • Legal, Technical, Cost DD and Financial DD to the satisfaction of the Investor. • Independent Architect report on approvals received, FSI calculations and Valuation reports from Independent Valuer. Vetting of any Development Agreements, Shareholders' agreements, DSA/SHA / Partnership Deeds of Issuer / Co-obligor, Vetting of the existing loan documents, if any, MoA / AoA / Deeds of Issuer / Co-obligor. • Financial DD including vetting of sales done till date and consideration against same • Net Worth certificate of the Promoters duly certified by CA, for period ended March 31, 2017 • Obtaining of a legal opinion from Transaction counsel appointed by the Investor on the validity and enforceability of the Definitive Agreements and corporate authority of the Issuer / Co-obligor and other relevant parties to execute the Definitive Agreements, in form satisfactory to Investors • Satisfaction of all KYC requirements as may be required by the Investor • Valuation certificate for the Project by valuer appointed by the Investor. • Appointment of Auditor and PMC / Lender Engineer to the satisfaction of the Investor. PMC shall be responsible for vetting the Budgeting Project cost one-time and thereafter monitoring the schedule & cost on a monthly basis. The cost for such agencies shall be borne by the Company • A detailed Project Report and Business Plan is prepared to the satisfaction of the Investor • Creation and perfection of all Security backed by suitable legal opinion on the transaction per se and soundness of the Security structure • Investor shall appoint appropriate parties (finance firm, architect, legal counsel), for due diligence process which are acceptable to it and all costs for this purpose shall be borne by the Issuer / Co-obligor • Such other condition as may be required considering the security and nature of
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	transaction.				
Condition Subsequent (Indicative and to be detailed in Definitive Agreements)	<p>Following Condition Subsequent are indicative, not exhaustive and would be set-out more fully during the Due Diligence process. The Condition subsequent should be complied to the satisfaction of the Investor.</p> <ul style="list-style-type: none"> • Perfection of the charge in favor of Security Trustee and filing of forms within 30 days of First Closing date. • CA Certificate for utilization of the investment amount • The Issuer shall obtain full CC for all 5 wings of Darvesh Horizon, Dahisar Project within 18 months from the First Closing Date. • For Daversh Horizon, the Issuer shall enter into conveyance deed with MMRDA and shall obtain full OC for MMRDA Building within 15 months from the First Closing Date. • For Daversh Horizon, the Issuer shall obtain part OC for front shops within 18 months from the First Closing Date and should enter into lease agreements for shops within 18 months from the First Closing Date. • The Issuer shall sell as below: <table border="1"> <tr> <td>Within 24 months from the First Closing Date</td><td>Either (i) sell Darvesh Palms Project in full at or above minimum selling price and collect 100% collection; OR (ii) sell all commercial shops and collect 100% collections OR any combination thereof to generate minimum collection of Rs. 25 Cr</td></tr> <tr> <td>Within 36 months from the First Closing Date</td><td>Remaining of either (i) sell Darvesh Palms Project in full at or above minimum selling price and collect 100% collection; OR (ii) sell all commercial shops and collect 100% collections OR any combination thereof to generate cumulative minimum collection of Rs. 50 Cr</td></tr> </table> <p>The collection shall be used for pre-payment of the facility and towards construction related expenses of the Projects, to be determined at the sole discretion of the Debenture Holders. Failure to comply with this clause shall result in an Automatic Trigger Event.</p> <ul style="list-style-type: none"> • The Issuer / Co-obligor to sell units as per agreed Sales schedule with the Investor (Note: Quarterly sales milestones to be agreed and incorporated in agreements). Issuer / Co-obligor to provide Sales schedule and Reliance to confirm. • The construction activity should adhere to the milestone and should be as per approved municipal plans for the respective Projects as fully detailed in the Definitive Agreement 	Within 24 months from the First Closing Date	Either (i) sell Darvesh Palms Project in full at or above minimum selling price and collect 100% collection; OR (ii) sell all commercial shops and collect 100% collections OR any combination thereof to generate minimum collection of Rs. 25 Cr	Within 36 months from the First Closing Date	Remaining of either (i) sell Darvesh Palms Project in full at or above minimum selling price and collect 100% collection; OR (ii) sell all commercial shops and collect 100% collections OR any combination thereof to generate cumulative minimum collection of Rs. 50 Cr
Within 24 months from the First Closing Date	Either (i) sell Darvesh Palms Project in full at or above minimum selling price and collect 100% collection; OR (ii) sell all commercial shops and collect 100% collections OR any combination thereof to generate minimum collection of Rs. 25 Cr				
Within 36 months from the First Closing Date	Remaining of either (i) sell Darvesh Palms Project in full at or above minimum selling price and collect 100% collection; OR (ii) sell all commercial shops and collect 100% collections OR any combination thereof to generate cumulative minimum collection of Rs. 50 Cr				



- Selling price to be at least following for unsold units:

Project	Rate Per Sqft
Darvesh Horizon, Dahisar: <ul style="list-style-type: none"> - Residential - For first 20,000 sqft salable area; - Commercial 	<ul style="list-style-type: none"> - Rs. 16,500/- per sqft on carpet; - Rs. 30,000/- per sqft on carpet
Darvesh Palms, Bandra	Rs. 72,500/- per sqft on carpet

This Selling prices are on all inclusive basis, including PLC, Club membership, Parking charge, etc. but excluding Pass Through Charges.

If sold at a lower price, the Issuer and / or Co-obligor shall deposit the shortfall by way of unsecured subordinated loan in the Escrow Account

- NOC to be obtained for Sale of all units of the Projects.
- Sales value for the Units sold shall be collected as per the Payment Milestone
- Total Project cost (excluding land cost), including Tenants/ Owners Compensation/ Rent, Approval, Construction, Development, Admin, Selling, Marketing, Overheads, HR, Brokerage and other costs (Excluding Finance cost) to be incurred henceforth for completion of the Project shall be capped as below:

Project	Cost to complete (Rs. Cr.)
Darvesh Horizon, Dahisar	Rs. 75 cr
Darvesh Palms, Bandra	Rs. 11 cr

- Any cost overrun above these amounts shall be borne by the Promoters from sources of funds other than Project cash flows.
- In case of any deficit in cash flows from the project for meeting working capital requirement / construction costs for the Projects and / or make repayment hereof to the Investor, the same shall be funded by Promoters from their own sources.
- The Projects should be completed in all-respect, sold and handed-over for possession within following months from the First Closing date:

Project	Completion timeline
Darvesh Horizon, Dahisar	Within 42 months
Darvesh Palms, Bandra	Within 18 months

- Auditors/ CA certificate for Project costs and Means of Finance of the Project, to be provided on a quarterly basis.



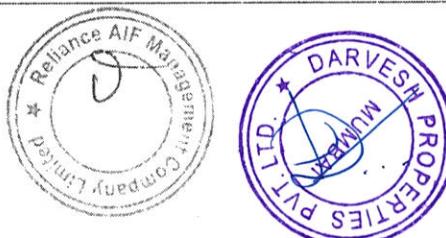
	<ul style="list-style-type: none"> Such other conditions as may be required considering the security and nature of transaction.
Key Covenants (Indicative and to be detailed in Definitive Agreements)	<ul style="list-style-type: none"> All obligations of the Promoters, Issuer, Co-obligor and Guarantors hereof, would be on joint & several basis Promoters not to dilute its stake in the Issuer and Co-obligor till Investment is repaid in full To provide progress reports containing details of progress in construction, on a monthly basis Right to appoint nominee director on Company and Co-obligor with affirmative rights. To provide on line view access of the escrow account and to provide copy of escrow account for the Project, within 7 days of end of every month To provide audited financials within 150 days from the end of each financial year. Issuer will provide TDS certificates for TDS done on a quarterly basis, within 60 days at the end of each quarter Issuer / Co-obligor to provide monthly data on the sales status of the Project with details of area sold, buyer, price at which transaction has been undertaken, etc., amounts collected, Right to assign/ transfer/ sell down the Investment without any approval from or intimation requirement to the Issuer / Co-obligor Non-compete clause to be discussed and elaborated in the Definitive Agreement No further debt, secured or unsecured to be taken by Issuer / Co-obligor on the Projects without the consent of Investor. In case of any proceedings against Issuer and / or Co-obligor by any government agency or government ministry or court, and such proceedings culminating in a decision against the Issuer and / or Co-obligor, which in the sole opinion of the Investor is of a serious nature and detrimental to its interest, Investor will have the right to seek mandatory prepayment of the Investment in whole. All risks with respect to leverage, realization, reputation, strategic, extra-financial risk, including environmental, social, corporate governance risk shall be disclosed to Investors on time to time. Issuer shall be liable to carry out the valuation on half yearly basis by an independent valuer, to the satisfaction of Investors. If there is any interest tax levied by the Government of India or any other authority under the Interest Act, 1974 or any other law, Issuer shall pay such tax on behalf of the Investor Take prior approval of Investors for following: <ul style="list-style-type: none"> Merge, de-merge with or into or acquire any other entity ;



	<ul style="list-style-type: none"> - Transfer full or part of the rights of the Issuer and / or Co-obligor accruing from the Project to any other entity - For raising any further debt beyond a threshold level (to be provided in the Definitive Agreement) / equity - Liquidate or dissolve any petition for voluntary winding-up, reorganization proceeding under section 391 to 394 of the Act - Amend its Memorandum and Articles of Association in any manner which will adversely affect the Project and/or the interest of the Investor
Additional Interest	<p>Without prejudice to any other rights and remedies available to Investors pursuant to the terms of Transaction Documents, if any of the Automatic Trigger Event (defined below) occurs (irrespective of whether the Investor has or has not called any Event of Default) the Issuer shall be liable to pay additional interest which will be 2 % per month higher than applicable Interest Rate on the entire outstanding amounts under the Investment whether the same has become due or not (the "Additional Interest").</p> <p>Additional Interest shall be payable from the date of occurrence of the Automatic Trigger Events and/or from date of occurrence of any Event of Default and will be applicable till the date the Automatic Trigger Event or Event of Default is cured to the satisfaction of the Investor (the "Additional Interest Period"). This shall be applicable to the amount of default only</p> <p>"Automatic Trigger Event" shall include the following :-</p> <ul style="list-style-type: none"> • failure to comply with RERA requirement or non-compliances of RERA provisions • failure to pay amount when due • failure to create security within stipulated timelines • borrowing beyond limits permitted under transaction documents • any deviation in operation of the Escrow Account • If required Cash Cover is not reinstated / replenished in time • Any Litigation on any of the Projects or any claims made with respect to the terms and conditions specified under the MMRDA Agreement and / or BMC Lease Deed and/or Development Agreement for any of the Projects • The construction of any of the Projects is stopped due to any issues raised or any claims made by any Person in relation to legal permissions or other permissions or approvals required for the construction of the Projects; • failure to pay TDS on interest on a quarterly basis and file TDS return within time limits under Income Act or rules there under • failure to adhere to sales milestone for, Darvesh Palms Project and commercial / shops of Darvesh Horizon Project • failure to obtain CC, OC for Darvesh Horizon within stipulated timelines



	<p>(Above Automatic Trigger Event is indicative and would be detailed in Definitive Agreements)</p> <p>"Event of Default" is as defined in this "Indicative Term sheet".</p> <p>The Issuer shall irrevocably agree and confirm that the Investor shall not be required to give any notice or intimation before charging any Additional Interest on occurrence of the Automatic Trigger Events, irrespective of whether the Investor has or has not called any Event of Default.</p>
Event of Default (Indicative and would be fully defined in the Transaction documents)	<p>Breach of covenants by Issuer and/or Co-obligor and/or Promoters and other such conditions customary for Investment of this nature, including: -</p> <ul style="list-style-type: none"> • Failure to comply with RERA requirement or non-compliances of RERA provisions Defect in Security /Title of the Project • Non-payment of principal or interest on pre-agreed dates • Non-maintenance of Security Cover • Sales Schedule is not met for two consecutive quartersDefault on any secured obligation by Issuer / Co-obligor or Promoter Group company • Cross-default on any other group loan will be treated as an EOD. • Draw down of Cash cover and failure to reinstate the same within 5 days thereof • Any instance of Issuer's and / or Co-obligor' share of cash flows from Project not being routed through the Escrow Account • Insolvency, liquidation, suspension of payment of debts, winding up, illegality, cessation of business by the Issuer/Guarantors/ Co-obligor; • Bankruptcy, CDR proceedings filed with respect to the Issuer /Guarantors/ Co-obligor • Breach of representation, warranty or covenant under the Documentation; • Illegality, cessation of business of the Issuer / Co-obligor • Any risk/threat to Security or any dilution in security • Breach of any of the terms of the Transaction Documents by the Issuer or Co-obligor or Guarantors • Change in control of the Issuer / Co-obligor without prior approval • Any instance of Project cash flows not being routed through the Escrow Account • Any such event elaborated in the documents as regards compliance submissions etc. • Any related-party transactions affecting the rights of the Investor adversely; or • Issuer / Co-obligor not maintaining Business Plan as covenanted
Consequences of Event of Default (Indicative and	<p>The consequences of Event of Default will include but not be limited to the following:</p> <ul style="list-style-type: none"> • Enforcement of Security and any other recourse under law against Issuer, Co-



would be fully defined in the Transaction documents)	<p>obligor and Promoters.</p> <ul style="list-style-type: none"> Investors will have the right to replace and/or appoint majority directors on board of Issuer and Co-obligor with affirmative rights on all matters of the Issuer and the management rights of the Promoters to cease in the Issuer and investor to step in the place of the Promoters and other shareholders of the Issuer. Right to sell without any restrictions and/or right to purchase at highly discounted price under Purchase Option Agreement (Such price to be discussed and agreed at the time of documentation) Right to appoint Selling & Marketing agent at the Cost of the Issuer / Co-obligor Right to replace Statutory Auditor of the Issuer / Co-obligor 100% of inflows into Escrow Account to come to Investors. Promoters would not withdraw funds from the Issuer / Co-obligor, by buyback of shares, dividend payment or in any other manner till the repayment of Investor.
Documentation	<ul style="list-style-type: none"> Security Documents including Debenture Trust Deed. Unconditional and irrevocable personal guarantee of Promoters and Corporate Guarantee of Issuer and Co-obligors. Cheques as per the Repayment Schedule and one undated cheque. Demand Promissory Notes Purchase Option Agreement Any other documents specified by the Investor.
Representations and Warranties	<p>Standard representations & warranties for financings of this nature include the following:</p> <ul style="list-style-type: none"> Completeness and accuracy of financial statements and all other information furnished; Full disclosure and no misleading information; All required approvals related to the Project have been or will be obtained by the Borrower No defaults under other agreements by any of the parties related to the transaction; No events of default in subsistence by any of the parties related to the transaction; No material violation of law or material agreements by any of the parties related to the transaction; Compliance with laws and regulations and there is no conflict with any other obligations, except as disclosed by the borrower; Compliance with taxation laws in all material respects, except as disclosed by the borrower
	Promoters to Indemnify and keep the Investor indemnified against any liability, loss,



Indemnification	expense whatsoever, at any stage during the transaction
Default Interest	<p>In case of any default, default interest shall be levied on entire Outstanding Facility Amount due to the Investors under the Facility at a rate of 2% per month over and above the agreed return on the entire outstanding amount.</p> <p>This additional interest will be levied from the date of default to the date of cure of any such default.</p>
Transaction Expenses	Relevant taxes, duties, levies, Due diligence, costs are to be borne by the Issuer / Co-obligor. Title, limited Legal, Technical, Financial Due diligence, and Investment documentation cost would be borne by the Issuer / Promoters
Validity & Exclusivity	Till August 31, 2017
Governing Law	To be governed by laws of India and courts of Mumbai to have non-exclusive jurisdiction, at the discretion of Investors.



