

RADIUS INFRA HOLDINGS PRIVATE LIMITED

o/c

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

Tel.:- 022-3396 5700 E-mail: roc@radiusdevelopers.com Website: www.radiusdevelopers.com

CIN: - U45400MH2014PTC256382

Date: April 3, 2018

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

Sub.:- Submission of Documents for Corporate Action for 7500 Debentures of Rs.1,00,000/- each

Dear Sir,

We would like to inform you that we have allotted 7500 Debentures of Rs. 1,00,000/- each. For the same find enclosed with this letter the following:-

- a. Corporate Action Form
- b. Board Resolution for Issue and allot 8500 Debentures dated October 03, 2017.
- c. Board Resolution for Allotment of 7500 Debentures dated October 06, 2017
- d. Board Resolution for authorized Mr. Quaiser Parvez to file Corporate Action with NSDL dated February 17, 2018.
- e. Letter for Compliance of Section 42 of the Companies Act, 2013.
- f. Form PAS-3 with Challan.
- g. Cheque for Rs. 1180/- bearing no. 438036 dated 30.03.2018 drawn in favour of NSDL.
- h. Term Sheet issued by the company.

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

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

Kindly acknowledge the receipt of the same.

Thanking You,

Yours faithfully,

For Radius Infra Holdings Private Limited

Quaiser Parvez
Authorised Signatory



RADIUS INFRA HOLDINGS PRIVATE LIMITED

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CORPORATE ACTION INFORMATION FORM (For Debt instruments - Allotment)

Ref. No. : _____

Date: April 3, 2018


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

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

ISIN	INE937Z07019
Security Description	18% SECURED UNLISTED UNRATED REDEEMABLE NON CONVERTIBLE DEBENTURES.
Allotment Date	October 06, 2017
Face Value per security	Rs. 1,00,000/-
Distinctive Numbers	NCD - 1 To NCD - 7500

Allotment Details	No. of records	No. of Securities (Quantity)
Electronic Form – NSDL	1	7500
Electronic Form – CDSL	-	-
Physical Form	-	-
<i>Total Allotted</i>	1	7500

I, Mr. Quaiser Parvez, Authorised Signatory of Radius Infra Holdings Private Limited declare that the issuer has obtained all the necessary approvals for the aforesaid issue of securities. The allotment is in terms of Board Resolution dated October 06, 2017 (*copy enclosed / copy already submitted to NSDL on vide letter dated _____*.)

Signature : 
Quaiser Parvez
Authorised Signatory



Notes:

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

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Tel.: 022-3396 5700 E-mail: roc@radiusdevelopers.com Website: www.radiusdevelopers.com

CIN: - U45400MH2014PTC256382

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF RADIUS INFRA HOLDINGS PRIVATE LIMITED ("COMPANY") HELD ON OCTOBER 3, 2017 AT THE REGISTERED OFFICE OF THE COMPANY AT ONE BKC, A WING 1401, PLOT NO. C-66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI 400 051.

ISSUANCE THROUGH PRIVATE PLACEMENT OF UPTO 8,500 (EIGHT THOUSAND FIVE HUNDRED) SECURED UNLISTED UNRATED REDEEMABLE NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH ONLY) EACH, OF THE AGGREGATE NOMINAL VALUE OF UP TO RS. 85,00,00,000/- (RUPEES EIGHTY FIVE CRORES ONLY), TO BE ISSUED IN ONE OR MORE SERIES.

"RESOLVED THAT pursuant to the provisions of Memorandum of Association and Articles of Association of the Company and the provisions of Sections 42, 71 and 179 of the Companies Act, 2013, read with the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modification or re-enactment thereof for the time being in force) and other applicable laws, if any, and such other provisions as may be applicable, if any, including any conditions, approvals, consents, sanctions, permissions as may be prescribed by any statutory and / or regulatory authorities; the Company be and is hereby authorised to issue and allot up to 8,500 (Eight Thousand Five Hundred) secured unlisted unrated redeemable non-convertible debentures of the face value of Rs. 1,00,000/- (Rupees One Lakh only) each, of the aggregate nominal value of up to Rs. 85,00,00,000/- (Rupees Eighty Five Crores only) ("**Debentures**"), for cash, at par, to be issued in one or more series, on private placement basis ("**Issue**"), and to be secured by security in the nature of mortgage, hypothecation, pledge and / or other charge over certain specified assets of the Company and other security providers in favour of **IDBI TRUSTEESHIP SERVICES LIMITED**, a company incorporated and existing under the Companies Act, 1956, having its registered office at **ASIAN BUILDING, GROUND FLOOR, 17 R KAMANI MARG, BALLARD ESTATE, MUMBAI 400001** ("**Debenture Trustee**", acting for, on behalf of and for the benefit of the holders of the Debentures), to the prospective investors, whose details will be disclosed to the board of directors ("**Board**") at the time of allotment of the said Debentures, on such other terms and conditions contained in the draft of the Debenture Trust Deed which has been tabled before the Board of Directors of the Company and approved by the Board.

RESOLVED FURTHER THAT for *inter alia* securing the obligations of the Company in respect of the Debentures the Company be and is hereby authorised to *inter alia* request:

- (i) The shareholders of the Company to create and perfect security by way of a first ranking *exclusive* pledge over 100% (One Hundred Percent) of the total issued and paid-up capital of the Company (*calculated on fully diluted basis*) in favour of the Debenture Trustee (or any agent of the Debenture Trustee);
- (ii) Mr. Sanjay Chhabria and Mrs. Ritu Chhabria, the promoter(s) of the Company to provide sponsor support undertaking to provide certain financial and other support to the Company.

RESOLVED FURTHER THAT the Company be and is hereby authorised to appoint **IDBI Trusteeship Services Limited** as the Debenture Trustee for the Issue.

RESOLVED FURTHER THAT the Company be and is hereby authorised to execute and ratify the necessary or requisite agreement(s) with the National Securities Depository Limited ("**NSDL**") and

Anil Chhabria



/ or the Central Depository Services (India) Limited ("CDSL") for the issue of the Debentures in the dematerialised form and apply to NSDL and / or the CDSL for the issuance of the Debentures to the proposed allottees in dematerialized form.

RESOLVED FURTHER THAT the Company be and is hereby authorised to appoint such arranger for identifying the investors who shall subscribe to the Debentures and decide the terms and conditions of their appointment and such registrar and transfer agent, lead managers, brokers, legal advisors, depository participant, custodians, bankers to the Issue, printers, advertising agencies and such other persons / agencies / intermediaries and service providers to the Issue, and to remunerate all such persons / agencies, including by the payment of commission, brokerage, fees, etc., as may be deemed fit and as may be required to be appointed in connection with the issuance of the Debentures.

RESOLVED FURTHER THAT the Company be and is hereby authorised to create and perfect the security on the assets and properties, including immoveable, moveables, tangible and / or intangible assets and properties (both present or future) of the Company as specified in the draft Debenture Trust Deed which has been tabled before the Board of Directors of the Company and approved by the Board, including by way of a mortgage, hypothecation, pledge and / or other charge over such identified assets and properties of the Company, and such receivables and accounts of the Company (including all amounts deposited therein and / or investments made therefrom) as determined in consultation with the Company and the holders of the Debentures, in favour of the Debenture Trustee (or any agent of the Debenture Trustee), for securing the obligations of the Company in respect of the Debentures and the Issue.

RESOLVED FURTHER THAT Mr. Sanjay Chhabria and/or Mr. Anil N. Chhabria, Director of the Company and/or Mr. Quaiser Parvez, Authorised Signatory of the Company ("**Authorised Signatories**") be and are hereby severally authorised to negotiate, finalise and execute or ratify or issue, on behalf of the Company, all documents, deeds and agreements (including any amendments thereto) which may be required in relation to the Issue of the Debentures, including term sheet, information memorandum, letters of appointment of agents / intermediaries, including agreements to be entered into with NSDL and / or CDSL, the Debenture Trustee, any undertakings, debenture trust deed, the debenture trustee agreement, escrow agreement, mortgage deed, memorandum of entry, deed of hypothecation, pledge agreement, deeds of adherence, necessary powers of attorney, declarations, letters of allotment and such other documents, deeds, notices, letters, agreements, indentures, indemnities (including without limitation in respect of stamp duty), undertakings, debenture certificates, instruments as may be required in relation to or in connection with the Issue of the Debentures or for the creation of any security interest or pursuant to any other purpose mentioned in these resolutions or to give effect to any transactions contemplated in such documents for the benefit of the holder of the Debentures, that is required to be executed by the Company (such documents are hereinafter collectively referred to as the "**Transaction Documents**", drafts of which have been initialled by the Chairman and have been tabled before the Board) and the Authorised Signatories are hereby jointly and severally authorised to do all such acts, deeds, matters and things as he / she / they may, in his / her / their absolute discretion, deem necessary, proper or desirable for the purpose of giving effect to this resolution, including but not limited to the following:

- (i) execute all documents, file forms with, make applications to, receive approvals from, appear before, register all documents or agreements with any persons, authorised dealers, governmental / regulatory authorities, including but not limited to the Registrar of Companies, Sub-Registrar of Assurances and Income Tax authorities or any depository;
- (ii) settle all questions, remove any difficulties or doubts that may arise from time to time in regard to the Issue, or the offer or allotment of the Debentures pursuant to the Issue;
- (iii) take such actions or give such directions as may be necessary or desirable to obtain any requisite approvals, permissions, sanctions, including taking consent or waiver from the Company's existing lenders (if any), and / or parties with whom the Company has entered

Anil Chhabria



into various commercial and other agreements, and / or any / all concerned government and regulatory authorities in India, as it may deem fit in the best interests of the Company;

- (iv) sign and / or dispatch all documents and notices to be signed and / or dispatched by the Company under or in connection with the Transaction Documents;

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby severally authorised to negotiate, finalise and execute or ratify amendments, supplements, restatements, novations to such Transaction Documents and other documents as and when they become necessary and to sign letters of undertaking, declarations, agreements and other papers which may be required.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby severally authorised, to open one or more bank accounts in the name of the Company ("Accounts") required to be opened by the Company in accordance with the terms of the Debenture Trust Deed and / or other Transaction Documents, in Indian currency with such bank or banks in India as may be required in connection with the Issue and that any one of the aforementioned persons, be and are hereby authorised to sign and execute the application form and other documents required for opening the said Accounts, to operate the said Accounts, and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that the said bank(s) be and is / are hereby authorised to honour all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by the aforesaid Authorised Signatories on behalf of the Company.

RESOLVED FURTHER THAT the Authorised Signatories be and are hereby further authorised to delegate all or any of the powers herein conferred, including their power to execute and deliver or cause to be executed or delivered the Transaction Documents and any other documents in connection therewith as provided under these resolutions as may be deemed necessary or prudent by the Authorised Signatories, and / or any director(s) and / or any officer(s) of the Company so as to give effect to any / all of the aforesaid resolutions.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed to the Transaction Documents and such documents, deeds, evidences, writings and undertakings and / or other related papers, wherever necessary and if applicable, in the presence of any of the Authorised Signatories of the Company who shall sign the same in token thereof in terms of the Articles of Association of the Company.

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

//Certified as true copy//

For Radius Infra Holdings Private Limited

Anil N. Chhabria

Anil N. Chhabria – Director
DIN: - 07596939



RADIUS INFRA HOLDINGS PRIVATE LIMITED

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

Tel.: - 022-2653 5700 E-mail: roc@radiusdevelopers.com Website: www.radiusdevelopers.com

CIN: - U45209MH2014PTC256382

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF RADIUS INFRA HOLDINGS PRIVATE LIMITED HELD ON OCTOBER 6, 2017 AT ITS REGISTERED OFFICE AT ONE BKC, A WING 1401, PLOT NO. C-66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400 051

ALLOTMENT OF NON CONVERTIBLE DEBENTURES

"RESOLVED THAT pursuant to the approval of the shareholders by way of special resolution at the extra ordinary general meeting of the Company held on October 03, 2017 at its registered office, the board of directors of the Company be and is hereby authorized to allot to India Infoline Finance Limited ("**Subscriber**"), 7500 (Seven Thousand Five Hundred) fully paid up unlisted, unrated, secured, redeemable, non-convertible debentures of Rs. 1,00,000/- (Rupees One Lakh) each aggregating to Rs. 75,00,00,000 (Rupees Seventy Five Crores) ("**Debentures**") to the Subscriber, in accordance with the provisions contained in the Debenture Trust Deed."

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

//Certified as true copy//

For RADIUS INFRA HOLDINGS PRIVATE LIMITED

Anil Chhabria

ANIL N. CHHABRIA
DIRECTOR
DIN 07596939



RADIUS INFRA HOLDINGS PRIVATE LIMITED

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

Tel.:- 022-3396 5700 E-mail: roc@radiusdevelopers.com Website: www.radiusdevelopers.com

CIN: - U45400MH2014PTC256382

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF RADIUS INFRA HOLDINGS PRIVATE LIMITED HELD ON FEBRUARY 17, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT ONE BKC, A WING 1401, PLOT NO. C-66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400051

To authorise Mr. Quaiser Parvez, Authorised Signatory of the Company to sign and execute documentation for Corporate Action Formalities:-

“RESOLVED THAT Mr. Quaiser Parvez, Authorised Signatory of the Company, be and is hereby authorised for and on behalf of the company to sign and execute documentation for Corporate Action Formalities including Corporate Action Form, Letters, Forms, Papers, Documents, Undertakings and other related documentation for allotment of 8500 (Eight Thousand Five Hundred) Unlisted, Unrated, Secured, Redeemable, Non-Convertible Debentures (“NCDs”) of Rs. 1,00,000/- (Rupees One Lakh) each aggregating to Rs. 85,00,00,000 (Rupees Eighty Five Crores) to the Depository system of National Securities Depositories Limited (NSDL) to be issued in Electronic Form (Demat) in one or more tranches and is also authorised to handle all the matters relating to the same as may be required from time to time.”

Mr. Quaiser Parvez



// CERTIFIED TO BE TRUE //

For Radius Infra Holdings Private Limited



Anil N. Chhabria – Director

DIN: - 07596939



RADIUS INFRA HOLDINGS PRIVATE LIMITED

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Tel.:- 022-3396 5700 E-mail: roc@radiusdevelopers.com Website: www.radiusdevelopers.com

CIN: - U45400MH2014PTC256382

Date: April 3, 2018

To,

Mr. Sagar Dharankar,

The Corporate Action Department.

National Securities Depository Limited,

4th Floor, Trade World, Kamala Mill Compound,

Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.

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

Dear Sir,

We hereby state and confirm that Radius Infra Holdings Private Limited is in compliance with Section 42 of Companies Act, 2013 read with Rule 14 of Companies (Prospectus And Allotment of Securities) Rules, 2014 and we hereby confirm that the number of allottees from April 01, 2017 till March 31, 2018 have not exceeded 200 in aggregate.

Thanking You,

Yours faithfully,

For Radius Infra Holdings Private Limited



Quaiser Parvez
Authorised Signatory



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

SRN : G72933849

Service Request Date : 08/01/2018

Payment made into : ICICI Bank

Received From :

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

Entity on whose behalf money is paid

CIN: U45209MH2014PTC256382
Name : RADIUS INFRA HOLDINGS PRIVATE LIMITED
Address : ONE BKC, A Wing 1401, Plot No. C-66,
G Block, Bandra Kurla Complex, Bandra (E ast),
Mumbai, Maharashtra
India - 400051

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form PAS-3	Normal	300.00
	Additional	1800.00
	Total	2100.00

Mode of Payment: Credit Card- ICICI Bank

Received Payment Rupees: Two Thousand One Hundred Only

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



FORM NO. PAS-3



Return of Allotment

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

Form language English Hindi

Refer the instruction kit for filing the form.

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

U45209MH2014PTC256382

Pre-fill

(b) Global Location Number (GLN) of Company

2.(a) Name of the company

RADIUS INFRA HOLDINGS PRIVATE LIMITED

(b) Address of the Registered office of the company

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

(c) *Email Id of the company

roc@radiusdevelopers.com

3. Securities allotted payable in cash

*Number of allotments

1

1 (i)* Date of allotment

06/10/2017

(DD/MM/YYYY)

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

03/10/2017

(DD/MM/YYYY)

(b) SRN of Form No. MGT-14

G72796972

Particulars	<input type="checkbox"/> Preference shares	<input type="checkbox"/> Equity shares without Differential rights	<input type="checkbox"/> Equity Shares with differential rights	<input checked="" type="checkbox"/> Debentures
Brief particulars of terms and conditions				As per Debenture Documents
Number of securities allotted				7,500
Nominal amount per security (in Rs.)				100000.00
Total nominal amount (in Rs.)				750,000,000
Amount paid per security on application (excluding premium) (in Rs.)				100000.00
Total amount paid on application (excluding premium) (in Rs.)				750,000,000
Amount due and payable on per security on allotment(excluding premium) (in Rs.)				0.00
Total amount paid on allotment (excluding premium) (in Rs.)				0.00
Premium amount per security due and payable (if any) (in Rs.)				0.00
Total premium amount due and payable (if any) (in Rs.)				0.00
Premium amount paid per security (if any)				0.00
Total premium amount paid (if any) (in Rs.)				0.00
Amount of discount per security (if any) (in Rs.)				0.00
Total discount amount (if any) (in Rs.)				0.00
Amount to be paid on calls per security (if any) (excluding premium) (in Rs.)				0.00
Total amount to be paid on calls (if any) (excluding premium) (in Rs.)				0.00



4. Securities allotted for consideration other than cash

* Number of allotments

(i)* Date of allotment (DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution (DD/MM/YYYY)

(b) SRN of Form No. MGT-14

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

(iv)* Details of consideration

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

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

(vi) Whether valuation report of the Valuated person has been obtained. Yes No

5. Bonus shares issued

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

6. In respect of private placement

(a) Category to whom allotment is made:

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

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

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

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

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

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

Particulars	Total number of securities	Nominal value per unit of security	Total amount
Debentures	7,500	100000	750,000,000
Secured loans			0
Others, specify	0	0	0

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

Yes No

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

Attachments

List of attachments

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

Attach

RIHPL List of Allottee for 75 Cr 06102017.pdf
Board Resolution for Allotment 06102017 for
RIHPL PAS 5 for 85 Cr.pdf

2.* Copy of Board or shareholders' resolution.

Attach

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

Attach

Remove attachment

7. Optional attachment(s), if any.

Attach

Declaration

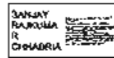
I am authorized by the Board of Directors of the Company vide resolution no * dated * to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever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

It is further declared and verified that:

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

* To be digitally signed by

* Designation



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

Certificate by practicing professional

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

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

* To be digitally signed by



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

* Whether associate or fellow Associate Fellow

* Membership number

* Certificate of practice number

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

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



A/c Payee Only



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



VALID FOR THREE MONTHS ONLY

30-03-2018
D D M M Y Y Y Y

Pay **NATIONAL SECURITIES DEPOSITORY LTD.**

OR ORDER

Rupees **ONE THOUSAND ONE HUNDRED EIGHTY ONLY**

₹ *****1180.00

A/c No.

003805006295

FOR RADIUS INFRA HOLDINGS PRIVATE LIMITED

21/2/18

CABUS CBS

BUSINESS BANKING : CURRENT ACCOUNT

438038X003805006295438036X003805006295438036X003805006295438036X003805006295
Payable at par at all branches of ICICI Bank Limited in India



SR Arunja

Authorised Signatories
Please sign above

⑈438036⑈ 400229012⑈ 006295⑈ 29

SESHAASAI (M) / CTS - 2010

C11 R





IIFL

Date : 28th September 2017

Radius Infra Holdings Private Limited

(hereinafter the "Borrower")

Kind Attention: Mr. Sanjay Chhabria

Subject: Sanction Letter

Dear Sir,

1. Please refer to your application for financial assistance from India Infoline Finance Limited ("Subscriber").
2. We are, at your request, agreeable to extend to you the below mentioned credit facilities, subject to the terms and conditions set out in the Annexure I hereto.
3. In case the above terms and conditions are acceptable to you, we request you to return the duplicate copy of this sanction letter duly signed in token of acceptance of the terms and conditions specified herein within 7 days from the date of this letter.
4. Please note that this communication should not be construed as giving rise to any binding obligation on the part of the trustee unless (a) you have returned the duplicate copy of this sanction letter duly signed by you in token of acceptance hereof and (b) execution of definitive agreement for the credit facilities.

Yours faithfully,

On behalf of the Subscriber




Name:

India Infoline Finance Ltd

(Authorized Signatory)

Agreed and accepted by the Borrower:



M/s Radius Infra Holdings Private Limited



MR. ANIL CHHABRIA, DIRECTOR

(Authorized Signatory)

Date: 03/Oct/2017

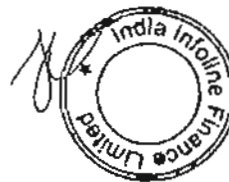





Annexure I

The following summary of terms and conditions (the "Term Sheet") provides indicative terms and conditions for the transaction contemplated herein. This Term Sheet is not meant to be, nor should it be construed as a commitment by India Infoline Finance Limited (the "Subscriber") for the transaction. The Term Sheet is intended to outline basic points of business understanding around which the transaction would be constructed. It does not attempt to describe all the terms and conditions that would relate to the transaction nor do the terms suggest specific documentation phrasing. The closing of any financial transaction would be subject to various conditions precedent, including without limitation, the conditions set forth in this Term Sheet and internal approvals. This Term Sheet contains a statement of present intention on the part of the parties and it is not intended to create a legal, binding obligation until the specific documentation has been duly executed and delivered.

Issuer / Borrower	M/s Radius Infra Holdings Pvt. Ltd.
Mortgagor	Radius Estates and Developers Private Limited / Radius Infra Holdings Pvt. Ltd.
Subscriber	India Infoline Finance Limited ("IIFL")
Trustee	IDBI Trusteeship Services Limited
Facility	NCD's (Non Convertible Debentures)
Purpose of the Facility	The proceeds of the proposed facility to be utilized towards acquisition, development, construction and other related expenses of the project.
Facility Amount	Up to INR 85 Crores. (subject to valuation and maintenance of 2.0 times of security cover of Facility amount during the entire tenure of Facility)
Coupon	18% p.a. payable on quarterly basis on the last day of such financial quarter.
Interest Moratorium	12 months from the date of first disbursement. (First Interest payment shall fall due on 12th month from the date of disbursement for first 12 months).
Tenure	Up to 36 months from the date of first disbursement
Principal Moratorium	24 months from the date of first disbursement
Principal Repayment	Repayment in 4 equal quarterly installments each payable from the end of 27th month.
Principal /Coupon payment frequency	Quarterly





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Security	<p>The Facility, all interest thereon, costs, charges, expenses and all other monies in respect thereof shall be secured by:</p> <ul style="list-style-type: none">a) First and exclusive charge by way of registered mortgage on the land and development rights of the proposed area admeasuring 1607 sq.m. bearing CTS no. 1064 of Village Versova, Darlya Mahal, Jay Prakash Road, Andheri (W), Mumbai 400061.b) Provisional Allotment Letter to be issued for the 16,968 sqft (saleable area) in Project "X BKC" located near MIG Cricket Club, Bandra Kalanagar Complex, Bandra East, Mumbai, Maharashtra 400051 (subject to additional conditions mentioned below).c) First and exclusive charge on the Scheduled Receivables, Additional Receivables, all insurance proceeds, both present and future from the above projects / unitsd) First & Exclusive charge along on the Escrow Account where receivables from sale/lease of units in the above projects will be deposited.e) Pledge of 100% equity shares of the Radius Infra Holdings Pvt. Ltd.f) Personal Guarantee of Mr. Sanjay Chhabria. <p>The aforesaid security shall be created and perfected within 30 days from the date of first disbursement in favour of the trustee, in a form and manner satisfactory to the trustee.</p> <p>The Borrower shall maintain security cover of 2.0 times of outstanding facility amount during the entire tenure of the facility, in addition to minimum 3 month Interest on the facility amount to be kept with the Escrow Banker.</p> <p>In case the value of the properties secured falls below the security cover specified above, the Borrower shall create security on additional assets in order to maintain the security cover specified above.</p>
Other Conditions for Additional Security within 12 months from first disbursement	<p>Provisional Allotment Letter of "X BKC" project shall be provided pre disbursement, in a form and manner required by the trustee.</p> <p>If the security cover falls below 2x times anytime within the 12 months from date of first disbursement, the borrower / mortgagor shall within 2 working days create charge in favour of the trustee by way of registered mortgage over the saleable area as identified in the Provisional Allotment Letter.</p> <p>At the time of creation of the above mortgage, all the approvals and consents required for mortgaging of the saleable area as identified in the Provisional Allotment Letter shall be procured by the borrower / mortgagor.</p> <p>Additionally, if the security cover falls below 2x times the trustee shall also have a right to purchase all or part of the saleable area as identified in the Provisional Allotment Letter at the purchase consideration specified therein.</p>





Security Margin Coverage	<p>If the valuation of the Security/Property drops below 2 times (based on the then existing market price) of the outstanding facility amount (margin call), then Borrower shall have 30 working days to replenish the deficit or create security on additional assets in order to maintain the security cover specified above.</p> <p>In case the Borrower fails to replenish the deficit or create security on additional assets beyond the stipulated period of 30 working days mentioned above in order to maintain the stipulated security cover of 2 times mentioned above, it will be considered as an Event of Default and the trustee will be free to sell Security/Property without any prior notice to the Borrower.</p>
Escrow Account Mechanism	<p>The Borrower shall open, establish and maintain an escrow account for deposit of receivables from sale of mortgaged units. The escrow account shall be maintained and operated by the Borrower during the entire tenure of the Facility and shall not be closed without the prior written approval of trustee. All costs, charges and expenses in connection with the aforesaid accounts shall be borne by the Borrower.</p> <p>The sales receivables to be apportioned between the trustee & Borrower in the ratio as mutually decided by the parties for onward adjustment against the principal outstanding. Standing Instruction to be given to escrow bank for apportioning the sales receivables in favor of IIFL as mutually decided.</p> <p>The apportioned sales receivable portion of trustee to be utilized for reducing the outstanding principal facility amount.</p>
Prepayment option & Charges	<p>No prepayment penalty will be applicable in the event the principal amount prepaid is out of the receivables received from sale of units and routed through the escrow account at any time during the loan tenure.</p> <p>However, in the event the Borrower prepays the facility by availing finance from other banks/financial institutions or out of funds received from any source other than in case of point (a) mentioned above, then prepayment penalty will be levied in the following manner:</p> <ul style="list-style-type: none"> • 2% of the prepayment amount within 12 months of disbursal; • 1% of the prepayment amount after 12 months from disbursal
Additional Interest in case of Default.	<p>Additional interest @ 18% p.a. over and above the Interest rate, compounded quarterly, for defaulted/delayed period on all the overdue amount in relation to the Facility granted (including but not limited to the interest/instalments due (calculated from due date till date of payment) will become payable.</p>





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<p>Pre-disbursement conditions</p>	<ul style="list-style-type: none">• Clear, Marketable, Unencumbered title of all the properties given as security for Facility.• ROC Search Report of the Borrowers to be on record• Undertaking from Sanjay Chhabria the promoter of the issuer that contribution equivalent to 20% of the amount disbursed to be introduced and maintained throughout the facility tenure.• Undertaking from Mr. Sanjay Chhabria and Radius Estates and Developers Private Limited in relation to additional security.• 2 Valuation Reports by Panel Valuers• Title Search report by empanelled Lawyer.• Satisfactory CIBIL report In respect of the Borrower and Guarantors.• Signing of all the Facility documents as suggested by empanelled lawyers, to the satisfaction of trustee.• The receivables accrued from the Project to be routed through designated Escrow Account to be opened with bank and on the terms and conditions acceptable to the trustee• CA certificate required for promoters' contribution in the Project and cost incurred till date on the Project.• Creation and perfection of Security In favour of trustee in the form and manner satisfactory to the trustee• Certified true copies of the constitutional documents and necessary authorization of the Borrower and Security Providers (if applicable) to the satisfaction of the trustee• Payment of all fees and charges (including but not limiting to stamp duty and registration charges) by the Borrower• Receipt of Borrower's most recent audited accounts and auditor's report and un-audited accounts• A copy of provisional financials and audited financials of Borrower and Guarantors to be submitted
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[Handwritten signature]





IIFL

<p>Conditions Subsequent to Disbursal</p>	<ul style="list-style-type: none">• The funds to be used only for the purpose it is being disbursed and not to be used for any other purpose.• The Borrower shall maintain security cover of 2.0 times of outstanding Facility amount during the entire tenure of the Facility.• Compliance of any other pre-disbursement conditions as may be incorporated in the Facility Agreement• In case the value of the Security falls below the security cover specified above, the Borrowers shall create security on additional assets in order to maintain the security cover specified above.• The trustee reserves the right to stipulate any further condition precedents as it may consider necessary or desirable• A copy of provisional financials of Borrowers and Personal Guarantors will be submitted within 3 months from the end of each financial year & audited financials within 6 months from the end of each financial year.• The Project sale agreements with the prospective customers would incorporate a condition that the booking money / payments need to be made in favour of the Escrow Account to be opened by the Borrower in relation to the Facility.• Change in shareholding / partnership / ownership structure of the Borrowers will not be allowed without informing and written approval of IIFL.• The trustee shall have the option to call back the Facility or take suitable action in case the borrower defaults in repayment of any other dues outstanding with IIFL or its group companies.• Promoters' contribution in the Project to be maintained at all the time and should not be withdrawn during the entire tenure of the facility.• The Borrower to disclose in the pamphlets / brochures / advertisements etc. in relation to any allotment or sale of the Project or any part thereof, the name(s) of the trustee to whom the property is mortgaged and should indicate that No Objection Certificate (NOC) / permission of the mortgagee entity for sale of flats / property will be required.• CA certified End-use certificate of our Facility Amount to be provided within 3 months of disbursal.• ROC charge creation to be done within a period of 1 month of security creation, if applicable.
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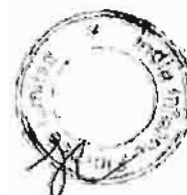




Events of Default and consequences	Customary to the financing of this nature and including without limitation: <ol style="list-style-type: none">1. payment default;2. breach of any terms or conditions of the transaction documents; <p>The trustee shall have the right to stipulate in the transaction documents such other event of default as they may deem fit.</p> Consequences of default: Customary to the financing of this nature and including without limitation: <ol style="list-style-type: none">1. accelerate and recall the Facility (or part thereof) prior to its due date;2. Enforcement of any other right available to the trustee in law or contract. <p>The trustee shall have the right to stipulate in the transaction documents such other event of default as they may deem fit</p>
Ranking	The obligations of the Borrower in respect of the Facility shall at all times rank at least pari-passu with all its other present and future obligations

Disbursement Conditions: -

1. Request letter for the Facility
2. Fully filled Application form with photographs duly affixed and signed &/or stamped wherever required by the Borrower.
3. Disbursement Request form duly signed by Borrowers.
4. Clearance of Processing fees cheque / Processing Fee debit Authority letter
5. Latest list of directors & shareholders of the Borrowers.
6. CA certified net worth statement of Guarantors.
7. PDCs towards Interest & Principal repayment
8. Signature verification of director / all the authorized signatory/ies, who will sign the facility documents & necessary authorizations (including but not limited to board resolutions) on behalf of the Borrowers.
9. Required authorizations from the Partners/board of directors of the Borrower and Security Providers (if applicable) for the Facility, containing following terms: -
 - a. Approving the terms and execution of, and the transactions contemplated by, this Sanction Letter and other transaction documents in relation to the Facility;
 - b. Authorizing the affixation of the common seal on transaction documents, and/or other authorized executives to execute this Sanction Letter and other transaction documents; and
 - c. Authorizing a person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with this Sanction Letter and other transaction documents.
10. A letter/ certificate regarding end use of funds and an undertaking stating that funds will not be used / diverted for any speculative purpose, except for the working capital needs of the company.
11. Demand Promissory Note.
12. Letter of Continuity for Demand Promissory Note.

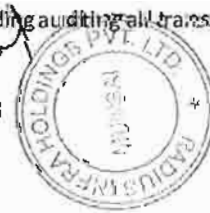




13. Facility/transaction documents as provided.
14. Self attested copy of latest annual return of Borrowers along with ROC acknowledgement receipt.
15. Self attestation of all the photocopies (incl. KYC documents) by Borrowers, Guarantor & authorized signatory/ies.
16. Submission of audited financials within 6 months from the end of latest financial year by the Borrowers.
17. Notwithstanding anything stated elsewhere in this letter or otherwise, IIFL reserves the right to cancel the Facility in part or full and demand repayment of all monies due there under without assigning any reason whatsoever.
18. The Facility and Interest shall be paid as stated above. However, IIFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.
19. IIFL is entitled to add to, delete or modify all or any of the aforesaid terms and conditions by mutual consent.
20. IIFL reserves the right, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe permit prepayment / acceleration in payment of instalments at the request of the Borrower.
21. Further, kindly note that the trustee reserves its right to appropriate the amounts received from you towards payment/repayment of the amounts due under the facility/transaction documents in the following order of priority
 - a. Firstly, towards costs and expenses, if any, incurred/to be incurred by the trustee;
 - b. Secondly, towards additional interest, default interest, interest and/or other amounts (other than outstanding Facility Amount) payable by you under the transaction documents; and
 - c. Thirdly, towards the outstanding Facility Amount payable by you under the transaction documents.

Other Terms & Conditions:-

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing Guidelines for regulating the Building Construction Activities. Borrowers agree for adherence to the above National Building Code Specifications in the Project.
2. All documentation charges (including stamp duty), legal and valuation charges shall be borne by the Borrower.
3. If there is any Interest Tax levied by the Government of India or any other Authority under the Interest Tax Act 1974 or under any other Law, the Borrower shall reimburse to the trustee any such Tax imposed or levied by the Government of India or any other Authority on the trustee on Interest and / or other Payments .
4. It is the Borrower's responsibility to ensure that the mortgaged properties be duly insured at their own cost & expenses, for all risk & the same to be assigned in favour of the trustee.
5. The title of the properties to be clear, marketable, unencumbered & the same to be satisfactory & acceptable to the trustee. The Search in the ROC & In the Sub-Registrar's Office to be done & the same should be satisfactory.
6. NOC to be obtained from other Financial Institutions and / or Banks from where / whom the Borrower might have taken loans for any other projects in the borrowing company, if such an approval is stipulated in the agreement / arrangement with them.
7. The Borrowers and its group concerns / companies should not have defaulted with any of the lenders in the past. The Borrowers has to give a Declaration and a Confirmation from their Auditors / Independently practicing CA in this regard.
8. The Borrowers shall not raise any loans/funding from any other source for the Project without prior written consent from the trustee. Necessary declaration to be provided to the trustee that there is no litigation pending or being process against the Borrowers.
9. The trustee shall have full authority to monitor, including auditing all transactions through such Escrow Account in such manner as it may deem necessary.





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10. The Borrower shall provide irrevocable instructions to the Escrow Account bank, prior to the disbursement (and at any other time as may be required by the trustee) for giving the absolute right to operate the Escrow Account in a manner as the trustee may deem fit. Such right shall without limitation include::
- That the bank(s) will be authorised to send to the trustee statements pertaining to the Escrow Account directly at such frequency as the trustee may require at anytime.
 - That the trustee shall have the right to cause the bank to freeze the Escrow Account at any time without Borrowers confirmation & that on the request of the trustee the bank shall after freezing the Escrow Account or otherwise transfer the balance in the Escrow Account in the account of the trustee, as instructed by the trustee, without having to obtain any further Instruction from the Borrower in case of event of default.
 - That the bank will abide by any instruction that the trustee may give to the bank in connection with the escrow account without any reference to the Borrower.

The Borrower shall procure & produce to the trustee a written confirmation of the above from the bank prior to execution of the Facility agreement.

- The Borrowers will also undertake & confirm that in the event the cash flow in the Escrow Account is not sufficient to service the principal repayment of the Facility, Interest or other dues, the shortfall will be met through Inflow of fresh funds therein by the Borrowers in a manner & form acceptable to the trustee. The support shall be kept valid until full repayment of the entire Facility amount with interest & all other dues.
- The Borrowers undertake / confirm that Borrowers that in the event of default for any particular month or there is any shortfall in payment of instalment; they shall pay the due amount of instalments from their own sources.
- The Borrowers undertake / confirm that none of its partners/director of its group companies is a director or specified near relation of a director of IIFL and none of its directors or its group companies is a specified near relation of a senior employee of IIFL.
- Borrowers to give a stamped affidavit cum undertaking from the directors that their name are not appearing in the RBI defaulter list or any other financial institution
- The trustee will have the option to appoint their nominee as a member / observer to the partnership of the Borrower.
- With respect to the Project, the Borrower shall not raise any debt or equity without the prior written consent of the trustee
- The trustee will have rights to scrutinize and audit the expenses, which are incurred in the Project.
- The trustee will have exclusivity of 3 months from issue of this Term Sheet for the transaction during which period the Borrowers will not approach any other trustee for the same.
- Trustee shall be entitled to revoke the sanction of the Facility, inter-alia in any of the following circumstances:
 - If there is any material change in the Purpose/s for which the loan/Facility has been sanctioned.
 - In the sole judgment of IIFL any material fact has been concealed by the Borrowers and/or become subsequently known.
 - Any statement made by or on behalf of the Borrower's application or otherwise is incorrect, incomplete or misleading.
 - There is default under or a breach of the terms and conditions of the Facility or any other loan/Facility offered by IIFL Group to the Borrower(s) and/or Co-Borrower(s) / Guarantor(s).
 - The legal / technical report on the property or any other verification report on the Borrower / Guarantor is not to the satisfaction of IIFL in its sole & absolute discretion.

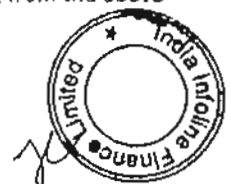




20. The trustee shall have the absolute right to revoke or cancel this Term Sheet if:
- There are any material changes in the proposal;
 - Any material fact concerning the Borrower's profits, etc., or ability to repay, or any other relevant aspect of it is withheld, suppressed, or concealed or not made known to us;
 - Any Statement made by the Borrowers is found to be incorrect or untrue;
 - Any Information as may be required by the trustee from time to time pertaining to the Property is not furnished in the form prescribed / approved by the trustee; and
 - For any reasons as the trustee deems fit.

Standard Covenant forming part of Terms and Conditions:

- Trustee will have the right to examine at all times, the Borrowers books of accounts and to have the Borrower's Project sites inspected from time to time by officer(s) of IIFL Group and/or qualified auditors or concurrent auditors and/or technical experts and/or management consultants or other persons of IIFL's choice. Cost of such inspections will be borne by the Borrower
- During the currency of the IIFL's credit Facility, the Borrowers will not, without the prior permission in writing
—
 - Effect any changes in the Borrower's capital structure
 - Formulate any scheme of amalgamation or re-construction or restructuring of any kind
 - Invest by any way of share capital in, or lend or advance funds to, or place deposits with any other concern : (normal trade credit or security deposits in the normal course of business or advance to employees, can, however, be extended)
 - Undertake guarantee obligations on behalf of any other Company or Person
 - Monies brought in by partners/principal share holders/directors/depositors of the Borrower will not be allowed to be withdrawn without permission of trustee.
 - The Borrowers should not make any major change in their management set up without the permission of trustee.
 - Create any further charge, lien or encumbrance over the assets and properties of the Borrowers charged to trustee in favour of any other banks, financial institution company, Company or Person.
 - Sell, assign mortgage or otherwise dispose off any of the fixed assets charged to trustee.
- The Facility should be utilized for the Purpose for which the same has been sanctioned and If trustee has reason to believe that the Borrower has violated or apprehends that the Borrower are about to violate the said condition, trustee will have the option to exercise its right to recall the entire facility or any part thereof at once.
- Trustee reserves the right to modify/add any other terms and conditions as it may deem fit under mutual consent.
- The Borrower/s should undertake that they should not induct a person who is a director on the Board of a company which has been identified as a wilful defaulter and that in case, such person is found to be on the board of the either of the Borrowers Company, the Borrower/s would take expeditious and effective steps for removal of the person from its Board. The aforesaid undertaking may be obtained by way of separate letter/ duly executed by Borrower/s on non-judicial stamp paper
- Guarantor will submit an undertaking: "I / We have stood as guarantor(s) in respect of the Facility in the name of Borrower. I/We undertake that I/We shall remain liable for all the out standings in the above said accounts till the dues are repaid in full along with interest, cost etc. or till IIFL releases me/us in writing from the above said liability".





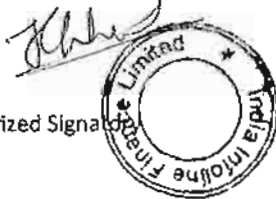
Special Covenants

1. Borrowers to furnish undertaking to the effect that none of their directors and promoters are appearing ECGC SAL, RBI caution list, RBI defaulters list & none of its directors including promoter director has defaulted in the payment dues of any bank. A director with identical name appearing in the defaulter's list should submit an affidavit (to be signed before the executive magistrate) conforming that he is not the same person whose name is appearing in the defaulter's list.
2. IIFL shall have the right to down sell their facilities to any other bank / financial institutions operating in India
3. Borrower(s) and/or Guarantor should give their consent for disclosure of credit information to CIBIL/RBI in terms of directions issued by RBI.

If this Terms & conditions are accepted to you, kindly sign the Acceptance Copy thereof in token of your acceptance and return to us immediately. We look forward to your acceptance of this sheet to expedite the conclusion of this transaction and the disbursement hereunder.

For India Infoline Finance Ltd

Authorized Signatory



Radius Infra Holdings Private Limited

Authorized Signatory



Anil Chhabria
MR. ANIL CHHABRIA
DIRECTOR

