

SANCTION LETTER

Date :- September 25th, 2020

To

M/s Radha Govind Colonisers
Nirmal Kumar Kedia
Nitin Kedia,
10-11, Ganesh Nagar 6th A,
Near Nadi ka phatak,
Murlipura, Jaipur (Raj.)-302039

Dear Sir/s,

At your request, we are pleased to advise sanction of a Secured Loan facility("the facility") of **Rs. 10,00,00,000/- (Rupees Ten Crores Only)** bearing interest 14.50% per annum to you on the agreed terms and conditions as per this letter.

This letter shall form an integral part of the loan agreement to be executed by yourselves and shall be governed by the terms and conditions as contained in the annexure attached and the loan agreement. This offer is valid for a period of 30 days from the date of the sanction.

We reserves the right to withdraw and/or amend any of the terms and conditions hereof (including to reduce or cancel any of the facility) at its sole discretion, in the event of any change in circumstances & subject to legal and title clearance.

Kindly confirm your acceptance of the aforesaid terms and conditions by signing on this letter and the attached Schedule and returning the same to us.

Terms and Conditions of Facility :-

Facility Amount	Rs. 10,00,00,000/- (Rupees Ten Crores Only)
Applicable Rate of Interest	- 14.50 % (Fixed) +1% per annum Upfront for first year, 14.50 % (Fixed) for 2 nd and 3 rd Year
Tenor	- 36 months
Repayment	- Interest payable on 10 th of every month
Collateral Security	- 90 Flats on Plot No 1 to 6 (18 flats) , 49 to 60 (36 flats) , 61 to 72 (36 flats) at "The Oxygen" , Kanakpura, Near Rangoli Gardens, Vaishali Nagar Extn, Jaipur in name of M/s Radha Govind Colonisers measuring 3584.78 sq m

For RADHA GOVIND COLONISERS

N. K. Kedia
Partner

N. K. Kedia

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SRAJAN

Capital Limited

	<ul style="list-style-type: none"> - Group Housing Plot at "Kediaz Corridor ",Village - Chandlai, Tehsil-Chaksu Tonk Road, Jaipur in name of Nitin Kedia measuring 4264.89 sq yards - Plot No 237 to 248 , 405, 412 at "Kediaz Corridor ",Village - Chandlai, Tehsil-Chaksu Tonk Road, Jaipur in name of Nitin Kedia measuring 2410.37 sq yards - Plot No 124 , 417, 7,89 to 91,at "Kediaz Corridor ",Village - Chandlai, Tehsil-Chaksu Tonk Road, Jaipur in name of Nirmal Kumar Kedia measuring 1842.87 sq yards - Plot No B-116B, B-240,B-252,B-254, B-256, B-257,B-258, B-260,B-262, B-264,B-267,B-268,B-269,B-270,B-45,B-46, B-668,B-669,B-674,B-675,B-679,C-120,C-21A,C-25,C-291, E-107A to E-116A , E-116, E-117, E-117A,G-11B, G-11C, G-23A,G-24B at Ganesh Vihar Vistaar, Village - Chandlai, Tehsil-Chaksu Tonk Road, Jaipur in name of Nirmal Kumar Kedia measuring 9605.16 sq yards - Plot No B-241,B-244,B-245,B-247,B-248, B-263,B-265,B-266, B-296,B-671, B-672, B-673,B-680 to B-684, B-686 to B-689, C-14,C-27,E-105A, E-106 to E-112, E-142,E-143,E-50,E-69, E-70,E-73A,E-73B,E-93,G-102,G-146, G-93,G-96A,G-97A, G-97B,G-99 at Ganesh Vihar Vistaar, Village - Chandlai, Tehsil-Chaksu Tonk Road, Jaipur in name of Nitin Kedia measuring 9706.52 sq yards - Plot No 253,254,70,,80 at "Kediaz Kingdom " , Near Vatika , Tonk Road, Jaipur in name of Nirmal Kumar Kedia measuring 674.66 sq yards - Plot No 276 to 281 at "Kediaz Kingdom " , Near Vatika , Tonk Road, Jaipur in name of Nitin Kedia measuring 828.96 sq yards - Plot No A-1, E-1A ,E-1 ,G-10E , G-3A ,G-3 ,G-4A , G-8A, G-8B, G-8C,G-8D,G-8E at "Ganesh Vihar Vistaar, Village - Chandlai, Tehsil-Chaksu Tonk Road, Jaipur in name of Shiv Kumar Kedia measuring 2671.95 sq yards
Guarantor	<ul style="list-style-type: none"> - Shiv Kumar Kedia to be Guarantor in this case
Use of Funds	<ul style="list-style-type: none"> - Affidavit be obtained from Customer that funds to be used only for the purpose of Construction and Finishing for 90 flats mortgaged on Plot No 1 to 6, 49 to 72 at "The Oxygen" , Kanakpura, Near Rangoli Gardens, Vaishali Nagar Extn, Jaipur
NOC	<ul style="list-style-type: none"> - NOC to be obtained from Srajan Capital Ltd before Sale of Flats mortgaged under this loan on payment of Rs 12 lacs per flat
Possession of Flats	<ul style="list-style-type: none"> - Affidavit to be obtained from Customer that possession to flats to be given to Flat purchasers only after taking NOC of respective flat from Srajan Capital Ltd

FOR RADHA GOVIND COLONIZERS

N. Kedia
Partner

N. Kedia

W. Kedia

Default Interest	- 2 % per month on overdue amount
Pre payment and Foreclosure charges	- Nil
Personal Guarantee	- Personal Guarantee of Nirmal Kumar Kedia - Personal Guarantee of Nitin Kedia
Insurance	- The Borrower shall ensure that comprehensive insurance is in place to cover all risks in relation to the Security (for its full value), in the joint names of the Borrower and Srajan Capital Ltd or Srajan Capital Ltd's lien should be noted on the policies as first loss payee.
Mortgage Condition	- Affidavit be obtained from Customer mentioning that the property/collateral is not mortgaged/hypothecated/pledged/sold anywhere
Collateral Security Exchange	- In case of exchange of Plots provided as Collateral security , equivalent value of security should be provided . - Rs 2,000/- will be the exchange cost per Plot - Property exchange will be done at the sole discretion of Srajan Capital Ltd looking into valuation and location of property offered
Principal Repayment Condition	- Principal repayment of 50% i.e. Rs 5 Crores to be repaid within 24 months and remaining 50% (Rs 5 Crores) in third year
Any other Covenants	- A certificate from CA giving details of all the advances/ loans availed by the borrower (if any) from Bank/ Financial Institution as on date and certifying that there has been no delay/ default in the aforesaid advances. This certificate from CA is to be taken annually thereafter. - To forward annual audited accounts (Or Certified accounts by C.A.) , balance sheet and profit and loss account statements within date specified u/s 44AB and section 139(1) for the respective financial year and annually thereafter - Charges for creation of mortgage at CERSAI will have to be borne by customer - JDA lease deed of flat/unit for which amount of Rs 12 lacs deposited , Srajan Capital limited allow for endorsement and send JDA lease deed with their representative for endorsement and registry of that particular flat/unit
Pre – Disbursement Condition	- Loan to be disbursed after the name of Srajan Capital Ltd is displayed at RERA against the mortgaged security and updation

For RADHA GOVIND COLONIZATION

N. K. Kedia
Partner

N. K. Kedia

	in CERSAI
Stamp Charges if any	- 0.25% of loan amount + surcharge or as applicable

2. Interest will be debited to the Loan account on the last day of the month and will need to be serviced by 10th day of every month.

"Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower (you/Company) shall be liable to execute appropriate loan documents as required by the Company. Stamp duty, if any on the loan documents shall be borne and paid by the Borrower only and the Company shall not be responsible or liable for the same."

Yours faithfully,
For Srajan Capital Limited

For SRAJAN CAPITAL LIMITED
(Signature)
Authorised Signatory
(Authorised Signatory)

Pre Disbursement Conditions :-

1. All formalities to be complied with.
2. Duly filled customer application form.
3. Loan to be open in the name of **M/s Radha Govind Colonisers, Nirmal Kumar Kedia and Nitin Kedia**
4. Subject to positive Internal Checks.
5. Undated security cheque of Loan Amount to be provided.
6. PDC's of EMI Amount to be provided.

Documentation for the secured loan facility :-

1. Loan Agreement duly executed.
2. KYC documents
3. Demand Promissory Note
4. Letter of Continuity
5. End Use Undertaking
6. Personal Guarantee
7. Original Title Documents (Chain Documents)
8. Original Land Conversion Letter
9. Approved Map Highlighting the land mentioned above
10. Letter of Mortgage
11. Special Permission (if any)

I accept

Name : **M/s Radha Govind Colonisers, Nirmal Kumar Kedia and Nitin Kedia**

Date and Signature

General Terms and Conditions

1. This letter should not be construed as giving rise to any binding obligation on the part of Srajan Capital to provide the financial assistance/s/facilities, unless you have submitted the duly completed application forms to the Company and have executed all other relevant facility documentation as required by the Company and, in a form and manner as may be required by Srajan Capital Limited (the Company) in connection with the Facilities (hereinafter referred to as the "Transaction Documents").
2. The Transaction Documents may/will contain terms and in addition to or in modification of those set out in this letter.
3. Notwithstanding anything stated elsewhere in this letter or otherwise, the facilities mentioned herein will be available solely at the Company's discretion and subject to compliance of all formalities and documentation as may be specified / required by the Company. The continuance of the Facilities is subject to cancellation and/or repayment to the Company on demand without assigning any reason for the same.
4. The Company shall be entitled to revoke the sanction of the Facilities, inter alia, in any of the following circumstances :
 - a) There is any material change in purpose(s) for which the Facilities has been sanctioned (the purpose(s));
 - b) In the sole judgement of the Company, any material fact has been cancelled and / or become subsequently known;
 - c) Any statement made by or on your behalf in your application or otherwise, is incorrect, incomplete or misleading;
 - d) The accepted copy of this letter duly signed by you is not received by the company within the specified validity period;
 - e) There is a default under or a breach of the terms and conditions of this letter and other Transaction Documents, or any other facility offered by the Company to you / any of you;
 - f) The legal / technical / valuation report on the property is not satisfactory to the Company;
5. The purpose for which the facility has been sanctioned shall not be illegal/speculative/nefarious activities.
6. The property described above shall not be rented out/alienated/or possession thereof parted with by the applicant in any manner whatsoever either partly or wholly during the said tenure.
7. The facility may be recalled at any time if Company in its discretion feels that the current market trends of the real estate market are prejudicial to the business interest of the Company.
8. The Company is entitled to add to, delete or modify all or any of the terms and conditions for the Facilities and / or the Standard Terms applicable to the Facilities.
9. The borrower/s shall immediately intimate the Company in the event of any change in the repayment capacity of the Borrower/s. Without limitation, this shall include a loss / change in job / profession etc. as also any change in any information stated in your application for Facilities.
10. The rate of interest applicable to the Facilities shall be permitted until and unless the borrower/s has made its contribution towards purpose(s) as mentioned overleaf, executed the required agreements, documents and writing and perform such other

acts and deeds and created such security as may be required by the Company.

11. No disbursements/drawals under the Facilities shall be permitted until and unless the borrower/s has made its contribution towards purpose(s) as mentioned overleaf, executed the required agreements, documents and writings and perform such other acts and deeds and created such security as may be required by the Company.
12. The Borrower to obtain prior written permission of the Company before raising any further loans / availing any facilities against the assets offered as security for facilities of the Company.
13. The Borrower shall obtain and keep alive all statutory approvals required for the Business and ensured that there are no pending /over dues/arrears in this regards.
14. The Borrower to intimate the Company at the time of raising any further loans / availing any facilities from other Bank or Institution.
15. Any change in shareholding / directorship / partnership / ownership shall be undertaken with prior written permission of the Company /firm.
16. The Borrower shall provide all such permission and approval as may require under any law for the time being in force or pursuant to any provision of any agreement and / or documents as may required for the purpose of creation of security as mentioned hereinabove.
17. All the facilities sanctioned shall be subject to the Company's rules as well as the directives issues by RBI from time to time.


Special Terms and Conditions (as applicable)

I accept

For RADHA GOVIND COLONIZERS

Partner

Date and Signature


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