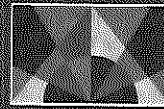


# Aditya Birla Finance Ltd.

(A subsidiary of Aditya Birla Capital Ltd.)



## ADITYA BIRLA CAPITAL

PROTECTING INVESTING FINANCING ADVISING

For R And R Consortium Pvt. Ltd.

For Finetech Parkcon India Pvt. Ltd.

Director

Date: 29-07-2022  
Director

08-08-2022

To,  
R AND R CONSORTIUM PRIVATE LIMITED  
Regd. Office: 306, Gaurav Tower - I,  
Malviya Nagar, Jaipur - 302 017

For RGV Innovations Private Limited

Director

Dear Sir,

Sub - LAP loan of Rs. 15 Cr

Ref - Loan Application dated 01.07.2022

This is with reference to your Loan Application on the captioned Subject. Aditya Birla Finance Limited, D-17, Sector 3, Noida - 201301 ("Lender/ ABFL") is pleased to convey its approval for credit facility of a sum aggregating to INR 15,00,00,000/- (INR Fifteen Crores only) ("Facility") to R AND R CONSORTIUM PRIVATE LIMITED ("Borrower") and Mr. Rajendra Kumar Bardiya and Mr. Gaurav Bardiya ("Personal Guarantors") and Finetech Parkcon India Private Limited and RGV Innovations Private Limited ("Corporate Guarantors") for Purpose (as detailed below) on the indicative terms and conditions as mentioned herein below ("Terms & Conditions"). Please note that this communication shall be construed as a binding obligation on part of you, once this letter is returned duly signed by you as a token of acceptance hereof & signed / executed the agreements / documents in connection with the Facility within a period of 10 (Ten) days or such further time as may be extended by ABFL in writing in its absolute discretion. The terms mentioned in this letter are not exhaustive and you will have to sign Transaction Documents in this regards which would be binding on you. Further acceptance of all the Terms and Conditions mentioned hereunder shall override all earlier oral or written communications between ABFL and the Borrower and/or Co-Borrower(s).

### TERMS & CONDITIONS

Particulars	Description
Borrower	R AND R CONSORTIUM PRIVATE LIMITED
Guarantor	Mr. Rajendra Kumar Bardiya Mr. Gaurav Bardiya Finetech Parkcon India Private Limited RGV Innovations Private Limited
Facility	The Facility, all interest thereon, costs, charges, expenses and all other monies in respect thereof shall be secured by Irrevocable & unconditional Guarantee provided by above mentioned Guarantor.
Amount	Loan Against Property (LAP)
Tenure	INR 15/- Cr.
Moratorium Period	6 year(s)
	12 months

R&R For R & R CONSORTIUM (P) LTD.	Finetech	For RGV Innovations Private Limited
Gaurav Bardiya	Rajendra Kumar Bardiya	ABFL

Aditya Birla Finance Ltd.

(A subsidiary of Aditya Birla Capital Ltd.)

K-14, International Business Centre, 4th Floor, Ashok Marg,

C - Scheme, Jaipur (Raj) - 302001.

Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com>

Registered Office:

Indian Rayon Compound, Veraval,

Gujarat - 362 266.

CIN: U65990GJ1991PLC064603






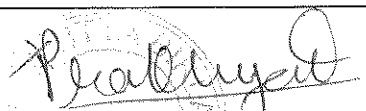


Account Bank	Federal Bank			
Rate of Interest & Interest Payment Date	13.00% p.a. linked to ABFL's long term reference rate ("LTRR"). Aforementioned Interest Rate shall be payable monthly, on the 15 <sup>th</sup> day of each subsequent month ("Interest Payment Date") or any other date as determined by ABFL.			
Repayment Schedule	As per Annexure I			
Purpose	The Facility shall be utilized for General Corporate purpose (Towards Ongoing Construction in group companies and development of Galleria 2) Further the Facility shall not be utilized for following: i. Subscription to or purchase of shares/debentures ii. Extending loans/advances to subsidiary companies/associates, iii. For making inter-corporate deposits. iv. Any speculative purposes v. Any other purpose except as defined above			
Interest rate validity	The Rate of Interest offered to you is valid for 30 (Thirty) days from the date of this Sanction Letter.			
Interest Reset	1. ABFL shall have a right to reset the Spread and/or Interest Rate (as applicable) ("Reset Interest Rate") on expiry of 12 (Twelve) months from the date of first disbursement of the Facility and every year thereafter. 2. The Borrower shall then pay interest at such Reset Interest Rate with effect from the date on which the revised Spread and/or Interest Rate is effective ("Spread/Interest Reset Date"). 3. Additionally, ABFL shall have a right to reset the Interest Rate/Spread at any time during the Tenure of the Facility upon occurrence of any of the following events: a) Adverse change in money market condition. b) RBI revising the standard provision on assets. c) RBI changing the risk weight for assets. d) The credit rating for the Facility (ies), wherever applicable, has been downgraded to non-investment grade by an accredited external credit rating agency (as approved by ABFL). e) LTRR/ STRR change f) Any other prevailing conditions.			
ISRA	1. Borrower shall maintain Interest Service Reserve Account (ISRA) equal to INR 50 lakhs (3 months' interest) with Aditya Birla AMC. 2. ISRA account should be operational within 30 days/ weeks of first disbursement, 3. Lien marking letter on ISRA should be executed within 15 days thereafter.			
Prepayment/Foreclosure of Facility	Prepayment/ Foreclosure of Facility(ies) shall be as per the terms and conditions of ABFL.			
Waterfall Mechanism	ABFL should receive the sold & unsold unit receivables and any other amounts payable by the Borrower in full in the designated Escrow Account and the same shall be appropriated as per the following waterfall mechanism: a) Replenishment/creation of DSRA/ISRA b) Additional Interest c) Past due interest and principal d) Current due of interest e) Current due of principal f) Balance credited to Borrower's/Co-borrower's current account Further ABFL reserves the right to change the above mentioned Waterfall Mechanism.			
Security	Type of Security Document	Ranking of Charge	Time for perfecting Security	Description of Security
	Registered Mortgage	Exclusive	Before disbursement	First and Exclusive charge by way of Registered Mortgage on land admeasuring area 1580 Sq. Yards, Opp. Jai Club,
R&R & R CONSORTIUM (P) LTD. Director		Finetech India Pvt. Ltd. Director		RGV Director
Gaurav Bardiya		Rajendra Kumar Bardiya		ABFL Director

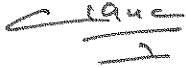

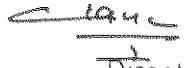



				Mahaveer Marg, C-Scheme, Jaipur owned by Borrower. Minimum FACR will be 2x
	Hypothecation	Exclusive	Before disbursement	First Ranking charge by way of assignment/hypothecation on Escrow of the all present and future sold unsold unit receivables arising out land admeasuring area 1580 Sq. Yards, Opp. Jai Club, Mahaveer Marg, C-Scheme, Jaipur owned by Borrower.
	Registered Mortgage	First and exclusive	Before disbursement	First ranking charge by way of Registered Mortgage on unsold units of Project "The LEGEND", A-3 Airport Enclave, Airport plaza Extension, located Near Marriott Hotel, Jaipur owned by Guarantor – RGV Innovations Private Limited.
	Hypothecation	First and exclusive	Before disbursement	First ranking charge by way of hypothecation on Escrow of the all present and future receivables arising out of all sold units and unsold units of Project "The LEGEND" located Near Marriott Hotel, Jaipur.
	Registered Mortgage	First and exclusive	Before disbursement	First and Exclusive charge by way of Registered Mortgage on land admeasuring area 33,300 Sq. ft for lease at GT Galleria - 1 and GT Downtown, Ashok Marg Nala, C-Scheme, Jaipur owned by Guarantor – Finetech Parkcon India Private Limited
	Hypothecation	First and exclusive	Before disbursement	First ranking charge by way of hypothecation on Escrow of the all present and future receivables arising out area admeasuring area 33,300 Sq. ft for lease at GT Galleria -1 and GT Downtown, Ashok Marg Nala, C-Scheme, Jaipur owned by Guarantor – Finetech Parkcon India Private Limited
Specific Conditions - Exclusive charge on ISRA.				
Conditions Precedent	<p>Following are the conditions that shall be fulfilled before the disbursement of the Facility:</p> <ol style="list-style-type: none"> <li>1. Transaction Document/s to be executed to the satisfaction of ABFL.</li> <li>2. ABFL to have first right of refusal for LRD facility once construction is complete</li> <li>3. Customer may use surplus funds from collections towards unsecured loan repayment after approval from ABFL</li> <li>4. Cross Collateralisation of RGV Innovations Pvt Ltd and Finetech Parkcon India Private Limited to be removed once Completion Certificate of the project is received and satisfactory review report from risk on project sales, project collections, leasing tie up ,project visit and overall account conduct &amp; compliance of covenants in all group exposures that are active.</li> <li>5. Security perfection to be done.</li> <li>6. ROC Charge creation to be done within 30 days of disbursement</li> </ol>			

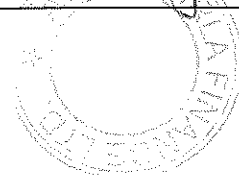
For Finetech Parkcon India Pvt. Ltd.

For RGV Innovations Private Limited


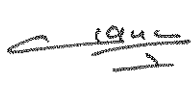
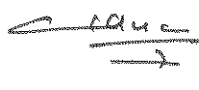
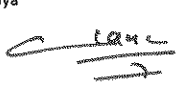


R&R For R & R CONSORTIUM (P) LTD.  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 

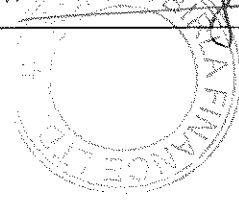
7. This Facility is subject to legal / technical/ commercial verification and valuation of the underlying property being positive and acceptable as per ABFL norms. Original property papers to be vetted by ABFL's empanelled lawyer and vetting report to be positive.
8. Latest date title search report and title opinion report of the subject properties to be obtained in favour of ABFL prior to disbursal of Facility, and same to be satisfactory.
9. That hypothecated receivables will not be escrowed to any other Bank/ Financial Institutions till the /tenure of ABFL Facility.
10. Letter confirmation from the Borrower & Co-Borrower(s) about payment of all statutory dues/taxes applicable on subject property for the financial year 2022 and thereafter till closure of Facility to be provided before disbursement condition.
11. Latest CA certificate for net-worth statement of Personal Guarantor/Corporate Guarantor.
12. Shortfall Undertaking from Promoters to fund any shortfall in cash flows for debt servicing of the Facility in a form and manner acceptable to ABFL before any disbursement.
13. End use certification to be taken before release of further tranches.
14. Collection and repayment details for all ongoing and completed projects for last 18 months and next 3 years to be submitted before disbursement.
15. Payment to be release in tranches as mentioned in disbursement pattern
16. Undertaking from Promoters/Borrower citing that until the escrow account is set up, they will transfer the collections from sale of unsold units to ABFL designated account.
17. All payments will be routed through Escrow account maintained with the Designated Bank.
18. Escrow account formalities/documentation to be compiled before disbursement.
19. Undertaking from borrower to be taken stated that rentals mortgage to ABFL, to be transfer to ABFL immediately till the escrow account not open.
20. Undertaking to be taken from customer stating that no advance has been received against unsold commercial units mortgaged to ABFL.
21. Land bank summary to be taken along with ownership proofs.
22. Security cover of 2x to be maintained throughout the loan tenure.
23. Undertaking from client to be taken stated that if any variations in RERA application and Construction completion stipulated norms, existing loan SI will increase to 100%.
24. Undertaking from client to be taken stated that If any shortfall in proposed loan to be recover from existing projects cash flow mortgage with ABFL.
25. Last 12 months bank statement to be mapped for borrowing entity.
26. Tenant NOCs to be taken before release of tranches as stipulated if any unit given to tenants in future.
27. Further requested tranches approval to be taken along with fresh NOCs from tenant.
28. Cross collateralized and cross linking with existing facilities in group through extension of mortgage.
29. Latest share holding pattern and director list to be documented.
30. Stipulated RERA start date 31-10-2024 and completion date 31-03-2024.
31. Stipulated OC Application date 15<sup>th</sup> Mar-2024 and OC receipt date 31<sup>st</sup> Mar-2024.
32. Any sale of unit in proposed funding project NOC from ABFL to be taken.
33. MSP (From 3<sup>rd</sup> Floor) of Rs. 6500 Per Sq. Ft. for release of NOC and
34. MSP for lower floors to be decide after the request from borrower group and security cover to be derive, same to be >2x.
35. Before release of every tranche valuation from internal technical team to be taken.
36. ABFL board on project stating that "Project is mortgage to ABFL" to be placed on project within 30 days of disbursement
37. Latest Commercial CIBIL Report of RGV Innovations Pvt Ltd.
38. Unit wise approved plan along with RERA certificate to be documented before release of 2<sup>nd</sup> release. For Finetech Parkcon India Pvt. Ltd. For RGV Innovations Private Limited

<b>R&amp;R &amp; R CONSORTIUM (P) LTD.</b> 	<b>Finetech</b>  <b>Director</b>	<b>RGV</b>  <b>Director</b>
<b>Gaurav Bardiya</b> 	<b>Rajendra Kumar Bardiya</b> 	<b>ABFL</b> 









	<p>39. Shortfall undertaking with BR from Bardiya Corporation Pvt. Ltd. and Vikas Buildestate Pvt. Ltd. to service interest/repayment of proposed facility from surplus rentals post LRD repayment</p> <p><b>General Undertaking:</b></p> <p>40. Letter confirmation from the Borrower &amp; Co-Borrower about payment of all statutory dues/taxes applicable on subject property for the financial year 2022 and thereafter till date to be provided pre-disbursement.</p> <p>41. Satisfactory account conduct and no adverse impact on creditworthiness of Promoter group.</p> <p>42. Undertaking from Promoters/ Borrower for non-withdrawal of unsecured loans pumped in / to be pumped in by Promoter group during the tenure of ABFL Facility. These existing unsecured loans/ future ICD's shall be subordinate to the proposed Facility.</p> <p>43. Undertaking from Promoters/ Borrower that any receivables towards the committed receivables shall not be received in cash after the disbursement from the proposed facilities and shall be routed through Escrow Account.</p>
<b>Conditions Subsequent</b>	<p>The following conditions are to be fulfilled post the disbursement of the Facility amount:</p> <ol style="list-style-type: none"> <li>1. Borrower to open an Escrow Account in a bank acceptable to ABFL and shall act in accordance with the clauses of the Tripartite Escrow Agreement signed among the Escrow Account Bank, Borrower and ABFL</li> <li>2. ABFL shall release the Security to the Borrower/Co-Borrower(s) subject to the condition that in case of liquidation of all the assets provided as Security, the payment of entire sale proceeds shall be made in Escrow Account/Designated Account and shall thereafter pre-close the proposed Facility Alternatively, property can be swapped as acceptable to ABFL with applicable charges.</li> <li>3. If in case the property (ies) provided as Security is liquidated during the currency of the proposed Facility, the Security shall be released subject to the Borrower/Co-Borrower(s) bringing in the entire sale proceeds into Escrow Account and pre-close the proposed Facility to the extent of sale proceeds.</li> <li>4. The Borrower(s) shall deliver to the ABFL a certificate issued by the relevant assessing officer under the provisions of Section 281(1) (ii) of the Income Tax Act, 1961.</li> <li>5. The Borrower and Co-Borrower(s) to arrange free access of official of ABFL or any other person agencies appointed by ABFL for the inspection time to time.</li> <li>6. Post disbursement any payment by Borrower towards loans and advances taken from friends/relatives/family members shall be after taking appropriate approval from ABFL.</li> <li>7. The Borrower/Co-Borrower shall forward to ABFL its provisional Balance Sheet and Profit and Loss Account within 3 months/ days of year end and audited accounts within 6 months of the year end. Quarterly financial results shall be submitted within 30 days from the end of each Quarter.</li> <li>8. Any unsecured loan as on 31.03.2022 from the Promoters, Directors, Partners, relatives of Promoters/ Directors/ Partners to remain in the business and any payment to be made as on 31.03.2022 to the Promoters, Directors, Partners to be subordinate to the Facility availed from ABFL.</li> <li>9. No Change in the equity and management of the Borrower without prior approval of ABFL.</li> <li>10. Minimum valuation cover of 2x for the total Facility has to be maintained throughout the Facility tenure. In case the cover falls below this, then Borrowers should provide additional security acceptable to ABFL or Facility to be repaid accordingly to maintain the cover.</li> <li>11. Updated loan track record of all existing loans in the individual name of Borrowers/Co-Borrower to be documented.</li> <li>12. Form CHG 1 to be filed with ROC within 30 days of Security creation and CHG 4 to be filed with ROC within 30 days of release.</li> <li>13. ABFL to add Security Interest with CERSAI within 30 days of Security creation.</li> </ol>

For R & R CONSORTIUM (P) LTD.	For Finetech Parkcon India Pvt. Ltd.	For RGV Innovations Private Limited
R&R  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 



	<p>14. Borrower shall submit end use certificate from statutory auditors within 30 (Thirty) days of each disbursement. The end use certificate shall certify that the Facility amount drawn down have been used for the purpose of as mentioned in the Sanction Letter.</p> <p>15. ABFL shall at its discretion obtain a confidential credit report on the Borrower from its other lenders.</p>
<b>Special Conditions</b>	<p>1. The Borrower shall obtain a No Objection Certificate (NOC) from the ABFL before entering into registered sale agreement with prospective buyers of the Project.</p> <p>2. ABFL will issue NOC subject to compliance of Capitalization rates on each credit in Escrow Account &amp; maintenance of Security and net receivable cover of 2x times and mentioned in <b>Repayment</b> Schedule [Add the annexure number]. In an event the Security or Receivable cover falls below above values, then the Borrower would repay such an amount to maintain the covers at above stipulated levels. The prepaid amount would be adjusted towards the principal outstanding and such amount would not attract any prepayment charges.</p> <p>3. Sales progress of OC MIS for area mortgaged to be shared with on quarterly basis with ABFL.</p> <p>4. Demand letters to the existing customers of the Project shall incorporate a condition that all the future payments pertaining to the Project would be made in favour of the Escrow Account opened by the Borrower with ABFL's specified Account Bank.</p> <p>5. Promoter's contribution shall not be withdrawn throughout the tenure of the Facility.</p> <p>6. The Borrower shall disclose the name(s) of ABFL as the mortgagee of the Properties being mortgaged, in every pamphlets/ brochures/ advertising materials or any other communications to the purchaser of the said Properties.</p> <p>7. ABFL will have right to appoint and carry out annual audit on sales receivables, stock cash flows, no. of Units sold. All documentation and Audit charges shall be borne by the Borrower. In case of default or delay in repayments, ABFL will have the right to carry audit as and when required and the cost of the same shall be borne by the Borrower.</p>
<b>Standard Conditions</b>	<p>1. The Facility mentioned overleaf will be available at ABFL's discretion and subject to compliance of all formalities and documentation as may be specified / required by ABFL.</p> <p>2. The Facility shall be utilized for the Purpose for which it is sanctioned and it should not be utilized for following:</p> <ol style="list-style-type: none"> <li>Subscription to or purchase of shares/debentures</li> <li>Extending loans to subsidiary companies/associates or for making inter-corporate deposits.</li> <li>Any speculative purposes</li> </ol> <p>3. The Facility mentioned overleaf will be available at ABFL's discretion and subject to compliance of all formalities and documentation as may be specified / required by ABFL.</p> <p>4. Borrower to ensure renewal of insurance of the collateral property during the currency of the Facility with ABFL,</p> <p>5. The Borrower shall broaden its Board of Directors and finalise and strengthen its management set up to the satisfaction of ABFL.</p> <p>6. In case any condition is stipulated by any other lender that is more favorable to them than the terms stipulated by ABFL, ABFL shall at its discretion, apply to this Facility such equivalent conditions to bring its Facility at par with those of the other lenders.</p> <p>7. ABFL will have right to appoint and carry out annual audit on sales receivables, stock cash flows, no. of Units sold. All documentation and Audit charges shall be borne by the Borrower. In case</p>

For R & R CONSORTIUM (P) LTD.	For Finetech Parkcon India Pvt. Ltd.	For RGV Innovations Private Limited
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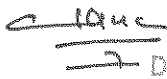

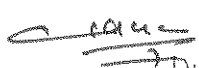


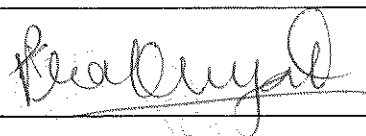
of default or delay in repayments, ABFL will have the right to carry audit as and when required and the cost of the same shall be borne by the Borrower.

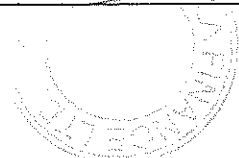
8. If there is any interest levied by the Government of India or any other authority under the Interest Tax Act, 1974 or under any other law, you shall reimburse to ABFL any such tax imposed or levied by the Government of India or any other authority on interest and/or Payments required to be paid by the Borrower to ABFL in connection with the said Facility.
9. ABFL may disclose any information regarding the Borrower/s and regarding the Facility to the competent Authority of Govt., Regulator, and Law enforcing Agency or to any Legal Authority or Courts.
10. The Borrower and Guarantor(s) shall be deemed to have given their express consent to ABFL to disclose the information and data furnished by them to ABFL and also those regarding the credit Facility/ies enjoyed by the Borrower, conduct of accounts and guarantee obligations undertaken by Guarantor to the Credit Information Bureau (India) Ltd. ("CIBIL"), or RBI or any other agencies specified by RBI who are authorized to seek and publish information.
11. Any default in respect of any other facilities availed by the Borrower or by any of its group concerns from Aditya Birla Finance Limited/ Aditya Birla Group shall be deemed to be an Event of Default in respect of the proposed Facility and vice versa and thus the Security shall be released subject to repayment of all the dues.
12. Facility to be renewed at the end of the tenure of the Facility and the renewal will be at the sole discretion of ABFL.
13. ABFL will have right to appoint and carry out annual audit on sales receivables, stock cash flows etc. Further ABFL will have the right to examine at all times the Borrower's books of accounts and to have the Borrower's factory (ies)/branches inspected from time to time by officer(s) of the ABFL and/or qualified auditors including stock audit and/or technical experts and/or management consultants of ABFL's choice and/or we can also get the stock audit conducted by other banker. In case of default or delay in repayments, ABFL will have the right to carry audit as and when required. The cost of such inspections and documentation will be borne by the Borrower.
14. The Borrower will keep ABFL informed of the happening of any event which is likely to have an impact on their profit or business and more particularly, if the monthly production or sale and profit are likely to be substantially lower than already indicated to ABFL. The Borrower and Co-Borrower will inform accordingly with reasons and the remedial steps proposed to be taken.
15. The Borrower should not pay any consideration by way of commission, brokerage and fees or in any other form to Guarantor/s directly or indirectly.
16. The Borrower shall procure a consent every year from the auditors appointed by the Borrower to comply with and give report / specific comments in respect of any query or requisition made by us as regards the audited accounts or balance sheet of the Borrower. We may provide information and documents to the Auditors in order to enable the Auditors to carry out the investigation requested for by us. In that event, we shall be entitled to make specific queries to the Auditors in the light of statements, particulars and other information submitted by the Borrower to us for the purpose of availing finance, and the Auditors shall give specific comments on the queries made by ABFL.
17. Conversion of LAP to LRD on further leasing will be at the sole discretion of ABFL, and will be basis ABFL lessee norms and internal approvals.
18. ABFL reserves the right to revoke this Sanction letter if there are any material changes in the proposal for which the said Facility is sanctioned. Any material fact concerning your profits etc., or ability to repay, or any other relevant aspect of your Loan applicant's application is withheld, suppressed, concealed or not made known to us. Any statement made in the Loan application is found to incorrect & untrue.

For R & R CONSORTIUM (P) LTD.

For Finetech Parkcon India Pvt. Ltd.

For RGV Innovations Private Limited

R&R  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 


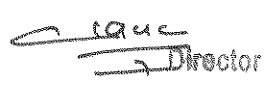
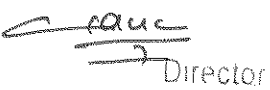
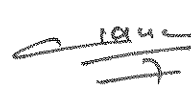
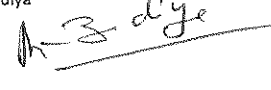



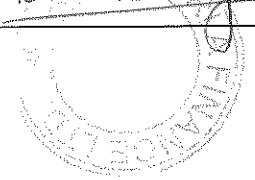
19. ABFL reserves the right to alter, amend any of the condition or withdraw the Facility, at any time without assigning any reason and also without giving any notice.
20. Provided further that notwithstanding anything to the contrary contained in this Agreement, ABFL may at its sole and absolute discretion at any time, terminate, cancel or withdraw the Facility or any part thereof (even if partial or no disbursement is made) without any liability and without any obligations provided such reason is capable of being cured/rectified by the Borrower and the same has not been cured/rectified within 30 days from the date the Borrower is called upon by ABFL to cure/rectify such reason. Upon such termination, all principal monies, interest thereon and all other costs, charges, expenses and other monies outstanding (if any) shall become due and payable to ABFL by the Borrower forthwith upon demand from ABFL.
21. Facility which is being offered to you is based on the understanding, that the property is located in India and within ABFL's approved city limits. Even if the property is within the specified limits, ABFL may refuse to disburse the Facility if the property does not meet ABFL's credit policies, guidelines and criteria as deemed fit by it in its sole discretion.
22. If an "Event of default" (as defined under the Facility Agreement) happens, you will be asked to pay Additional Interest or such other rate of interest as decided by ABFL.
23. ABFL/ Security Trustee will hold the documents and shall release the documents post the closure of the Facility.
24. ABFL reserves the right to revoke this Sanction letter if there are any material changes in the proposal for which the said Facility is sanctioned. Any material fact concerning your profits etc., or ability to repay, or any other relevant aspect and/or submission of Loan request is withheld, suppressed, concealed or not made known to ABFL or any statement is found to be incorrect & untrue.
25. If Borrower has not paid any charges, fees, premium which becomes due to ABFL or ABFL has made payment of same to any third party on Borrower's behalf, ABFL shall deduct such fees from Borrower's Facility being disbursed and Borrower shall be liable for the entire amount i.e. without the said deduction.
26. During the currency of the ABFL's Facility(ies), the Borrower will not without ABFL's prior written intimation in writing:
- conclude any fresh borrowing arrangement either secured or unsecured with any other Bank or Financial Institutions, borrower or otherwise, not create any further charge over their fixed assets without our prior approval in writing
  - Undertake any expansion/ fresh project or acquire fixed assets, while normal capital expenditure, eg. replacement of parts, can be incurred.
  - Undertake guarantee obligation on behalf of any other borrower or any third party.
  - Declare dividends for any year except out of profits relating to that year after making all the due and necessary provisions provided that no default had occurred in any repayment obligation and ABFL's permission is obtained.
  - Make any repayment of the loans and deposits and discharge any liabilities except those shown in the funds flow statement submitted from time to time.
  - If Borrower has not paid any charges, fees, premium which becomes due to ABFL or ABFL has made payment of same to any third party on Borrower's behalf, ABFL shall deduct such fees from Borrower's Facility being disbursed and Borrower shall be liable for the entire amount i.e. without the said deduction;
  - Formulates any scheme of amalgamation or reconstruction;
  - Enter into borrowing arrangement either on secured basis or unsecured basis with any other bank/ financial institutions for the said Project;
  - Sell, assign, mortgage, alienate or otherwise dispose any of the assets of the Borrowing Company charged to the ABFL.

For R & R CONSORTIUM (P) Ltd.

For Finetech Parkcon India Pvt. Ltd.

For RGV Innovations Private Limited

R&R  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 



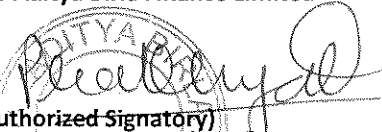


	<div>x. Enter in to any contractual obligation of a long term nature affecting the Borrower financially to a significant extent.</div> <div>xi. Permit any transfer of the controlling interest or make any drastic change in the managements set up.</div> <div>xii. Diverts funds to other sister/ associate /group concern of the Borrower.</div>	
Monitoring Conditions	<div>1. Borrower to submit monthly sales &amp; collection MIS to ABFL in the prescribed format by 10<sup>th</sup> of closing month.</div> <div>2. ABFL Standing Instruction ("SI") to be 30% till Rs. 12 Cr collection and 70% after Rs. 12 Cr collection.</div> <div>3. Borrower to submit ledgers of customer/Collection details as required for which NOC's are been issued by ABFL in previous month on monthly basis by 10<sup>th</sup> of closing month.</div> <div>4. The Borrower shall furnish to ABFL every year a copy of audited annual accounts of the Borrower within 6 months of the end of the financial year.</div> <div>5. Stipulated RERA start date 31-10-2024 and completion date 31-03-2024.</div> <div>6. Stipulated OC Application date 15th Mar-2024 and OC receipt date 31st Mar-2024.</div> <div>7. Any sale of unit in proposed funding project NOC from ABFL to be taken.</div> <div>8. MSP (From 3rd Floor) of Rs. 6500 Per Sq. Ft. for release of NOC and</div> <div>9. MSP for lower floors to be decide after the request from borrower group and security cover to be derive, same to be &gt;2x.</div> <div>10. Further tranche approval to be taken from CC members.</div> <div>11. Before release of every tranche valuation from internal technical team to be taken.</div> <div>12. ABFL board on project stating that "Project is mortgage to ABFL" to be placed on project within 30 days of disbursement</div> <div>13. ABFL reserves the right to conduct audit of the Escrow Account on Quarterly basis at its own cost.</div> <div>14. As &amp; when applicable Borrower to comply with requirements as specified in Real Estate (Regulation and Development) Act 2016 (RERA) &amp; copy of required compliance to be provided to ABFL.</div>	
Transaction Documents	<div>The Facility will be made available under "Transaction Document/s" which will include inter-alia, provisions, which are in form and substance satisfactory to ABFL and also in accordance with the terms hereof.</div> <div>Transaction Document shall be including but not limited to:</div> <div><div>i. Duly filled Loan application form along with necessary documentary proof for the Borrower, Co-Borrower(s), and Guarantor (s), if any. Sufficient proof for Authorised Signatories signing on their behalf.</div><div>ii. Accepted Sanction Letter by Borrower's, Co-Borrower's and Guarantor's Authorised Signatory.</div><div>iii. Request letter for disbursement from the Borrower mentioning the account details. Copy of Bank Statement or a cancelled cheque of the account in which funds needs to be transferred.</div><div>iv. Certified true copy of Constitutional Documents (MOA, AOA etc.)</div><div>v. Board Resolution of Borrower, Guarantor</div><div>vi. Certified true copy of the LLP Agreement (only if applicable)</div><div>vii. Demand Promissory Note along with Letter of Continuity</div><div>viii. 2 Cancelled Cheques, 1 Full Amount, 3 EMI and 1 PEMI cheques in favour of ABFL along with the undertaking.</div><div>ix. Net-worth statement of recent dated of the Guarantor(s) duly certified by CA.</div><div>x. CA Certified list of Directors, Shareholders of the Borrower (s), Guarantor(s).</div><div>xi. CS Certificate confirming the borrowing is within the borrowing power of the Borrower.</div><div>xii. NACH Mandate (in Duplicate) along with cancelled Cheque.</div><div>xiii. Self-certified copy of KYC's of Borrower, Guarantor/(s).</div><div>xiv. Self-certified KYCs of Authorised Signatories from the Borrower, Guarantor/(s).</div></div>	
For R & R Consortium (P) LTD.	For Finetech Parkkon India Pvt. Ltd.	For RGV Innovations Private Limited
<div><div><div></div><div></div></div><div>Director</div></div>	<div><div><div></div><div></div></div><div>Director</div></div>	<div><div><div></div><div></div></div><div>Director</div></div>
Gaurav Bardiya	Rajendra Kumar Bardiya	ABFL
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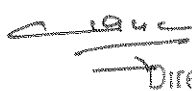
	<p>xv. Latest outstanding of all Loans running against all the Properties offered as Security and conditional NOC to be provided.</p> <p>xvi. Any other document as may be required by ABFL.</p> <p>xvii. Title Search, Title Opinion Report and Original Legal Vetting Report by ABFL's empanelled lawyers,</p> <p>xviii. Original Property papers as per Legal opinion,</p> <p>xix. Technical &amp; Valuation by ABFL's approved Valuer,</p> <p><b>Facility &amp; Security documents</b></p> <p>i. Execution of Facility Agreements,</p> <p>ii. Guarantee Deed with all Guarantors,</p> <p>iii. Deed of Hypothecation</p> <p>iv. Registered Mortgage Deed</p> <p>v. Letter of Acceptance for non-interest bearing ISRA,</p> <p>vi. Tripartite Escrow Agreement,</p> <p>vii. Confirmation from Payer to make payment in Escrow account.</p>
<b>Event of Default</b>	<p>1. In case of non-perfection of securities within due time limits ABFL will have a right to levy Additional Interest over and above the regular interest of the Facility.</p> <p>2. Delay in submission of requisite documents.</p> <p>3. Non-Adherence to any Terms and Conditions of this Sanction Letter. (Transaction Specific EOD to be added (if any) further)</p>
<b>Additional Charges</b>	<p>1. If you have not paid any charges, fees, premium which becomes due to ABFL or ABFL has made payment of same to any third party on your behalf, ABFL shall deduct such fees from your Facility being disbursed and you shall be liable for the entire amount i.e. without the said deduction.</p> <p>2. In case of any delay in the repayment of principal instalment or payment of interest, charges or other monies due on the Facility, Additional Interest shall be levied on monthly basis, from the due date till such time the overdue amount is paid.</p> <p>3. If an "Event of default" (as defined under the Transaction Document/s) happens, Borrower/Co-Borrower will be asked to pay Additional Interest or such other rate of interest as decided by ABFL.</p> <p>4. Non-Adherence to any Terms and Conditions of this Sanction Letter.</p>

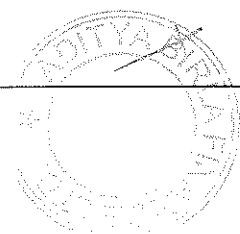
Yours sincerely,

For Aditya Birla Finance Limited

  
 (Authorized Signatory)  
 (Please affix the stamp) 54372693

*[A long diagonal line is drawn across the page, likely indicating a signature or a mark.]*

For R & R CONSORTIUM (P) LTD.	For Finetech Parkcon India Pvt. Ltd.	For RGV Innovations Private Limited
R&R  Director Gaurav Bardiya	Finetech  Director Rajendra Kumar Bardiya	RGV  Director ABFL



**ACKNOWLEDGEMENT, APPROVAL AND ACCEPTANCE:**

We hereby acknowledge, approve and accept the terms and conditions detailed in this letter and agree, undertake and confirm to comply with the aforesaid terms and conditions in connection with the Loan Facility.

Its Director(s) pursuant to the authority granted by Board Resolution to sign the Transaction Documents]

Approved and accepted by:

**M/s. R AND R CONSORTIUM PRIVATE LIMITED (Borrower)**

For R & R CONSORTIUM (P) LTD.

  
Director

**(Authorized Signatories)**

(Please affix the stamp)

Mrs./Mr. \_\_\_\_\_

Date: \_\_\_\_\_

Its Director(s) pursuant to the authority granted by Board Resolution to sign the Transaction Documents]

**M/s. RGV Innovations Private Limited (Guarantor)**

For RGV Innovations Private Limited

**(Authorized Signatories)**

(Please affix the stamp)


Mrs./Mr. \_\_\_\_\_

Date: \_\_\_\_\_

Its Director(s) pursuant to the authority granted by Board Resolution to sign the Transaction Documents]

**M/s. Finetech Parkcon India Private Limited (Guarantor)**

For Finetech Parkcon India Pvt. Ltd.

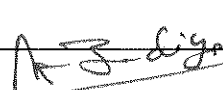
  
Director

**(Authorized Signatories)**

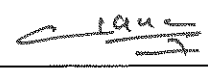
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Mrs./Mr. \_\_\_\_\_

Date: \_\_\_\_\_

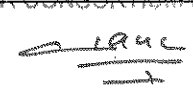


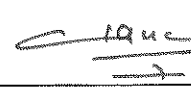


  
Name: Mr. Rajendra Kumar Bardiya (Guarantor)

Date: \_\_\_\_\_

  
Name: Mr. Gaurav Bardiya (Guarantor)

For Finetech Parkcon India Pvt. Ltd.

For RGV Innovations Private Limited

R&R  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 



Date:

For Finetech Parkcon India Pvt. Ltd.

Director

For R & R Consortium Pvt. Ltd.

Director

For Finetech Parkcon India Pvt. Ltd.

For RGV Innovations Private Limited

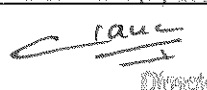




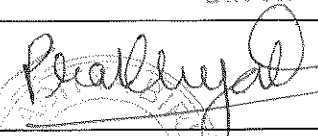
For R & R Consortium (P) LTD.	Finetech	RGV
Director	Director	Director
Gaurav Bardiya	Rajendra Kumar Bardiya	ABFL

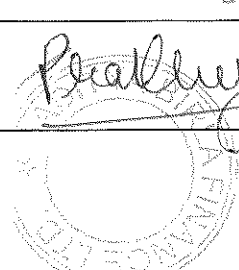
**Schedule- I**

**(Schedule of Charges)**

The charges mentioned below are subject to change from time to time on discretion of ABFL. Please refer website <http://adityabirlafinance.com>

Transaction	Charges
Processing Fees	Total fees is 1.25% + GST of the total loan amount. Breakup of the above is under: 1. PF: 0.45% + GST 2. Syndication/Advisory fees: 0.80% + GST Legal Technical DD fees is part of syndication/advisory fees
Additional Interest Rate on default / Non Conformance with any covenants / stipulated conditions	24% p.a., applicable on daily basis
Prepayment Charges	Loan lock in for first 18 months from 1 <sup>st</sup> tranche of disbursement. After lock in, from 19 <sup>th</sup> to 36 <sup>th</sup> month, foreclosure/part pre-payment charges of 2% + taxes will be applicable and from 37 <sup>th</sup> month onwards, foreclosure/part pre-payment charges of 1.50% + taxes will be applicable.  Nil prepayment/foreclosure charges if loan is repaid from sale proceeds/collections from the mortgaged/hypothecated security.
Cheque Return Charges/ECS failure charges	INR 1000/- per instance
Accrued Interest	As applicable based on actual delayed status or as communicated by the lender from time to time
Charges for Facility cancellation after acceptance of Sanction Letter, including by e-mail	4% of loan amount sanctioned
Request for copies of any Security held with ABFL	INR 2500/- per instance
Duplicate Statement/ Repayment Schedule / any other document held with ABFL	FC Statement: Rs 1,500/- per instance RTR: Rs 1,000/- per instance Other Statements: Rs 200/- per instance GST extra as applicable
Charge For Exchanging PDCs, Security Cheques (Per Set) / NACH	INR 1000/- per instance
CIBIL report retrieval fee	INR 50/- per instance for Consumer and INR 500/- per instance for Commercial CIBIL/Credit Report
Loan Re-schedule Ent (on request from applicants, approval to be at sole discretion of ABFL) charges per instance	2% of prevailing loan outstanding
Swap/ Conversion Charges (Fixed rate to floating and vice-versa, at sole discretion of ABFL) (on request from applicants, approval to be at sole discretion of ABFL) per instance	3% of prevailing loan outstanding
Property Swap charges (on request from applicants, approval to be at sole discretion of ABFL)	3% of prevailing loan outstanding
Stamp duty, Registration charges, Legal and other statutory charges, Insurance premium, other Fees, Creation of charge with ROC and any other cost and expenses.	Stamp duties and registration charges on the Transaction Documents, both present & future, including any Additional Interest /charges thereon shall be borne by the Borrower.

For R & R CONSORTIUM (P) LTD.	For Finetech Parkcon India Pvt. Ltd.	For RGV Innovations Private Limited
R&R  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 



	<p>Any other fees, including but not limited to, the fees payable to Security Trustee, Loan agent, other external service providers/ vendors/ consultants shall be borne by the Borrower.</p> <p>Other cost and expenses including but not limited to legal fees, technical &amp; credit assessment fees, fees of consultants, fees of Security Trustee, Lender's Agent fee, and any other statutory or regulatory fees/costs as determined by the ABFL and all applicable tax thereon, shall be paid promptly by the Borrower on demand by ABFL, failing which, ABFL will be at liberty (but shall not be obliged) to incur the same &amp; the Borrower shall reimburse the same to ABFL along with an interest as communicated by ABFL. ABFL shall have a right to recover all such costs from the Escrow Account.</p>
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**Annexure 1: Repayment Schedule (Amt. in INR) [As per the transaction]**

Months	Structure
1-12 Months	Interest Payment Only (Moratorium) Period
13-72 Months	Equated Monthly Instalments.

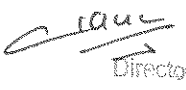
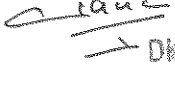

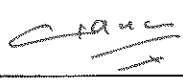

**Annexure 2: Draw Down Schedule and Drawdown Notice for all Facilities.**

Tranche	Amount (Rs. in cr.)	Remarks
1 <sup>st</sup>	4	After security perfection towards JDA approval fee and transaction cost.
2 <sup>nd</sup>	2.50	After receipt of RERA no. and approved plan from JDA. For construction of basement.
3 <sup>rd</sup>	2.50	Construction stage of 40% and LOI/booking of atleast 3 units and collection of atleast Rs. 1 cr.
4 <sup>th</sup>	2.50	Construction stage of 60% and incremental LOI/booking of atleast more 3 units and collection of further Rs. 1 cr.
5 <sup>th</sup>	2.50	Construction stage of 80% and incremental LOI/booking of atleast more 3 units and collection of further Rs. 1 cr.
6 <sup>th</sup>	1.00	On receipt of CC as per Jaipur market practice
Total	15.00	

For R & R CONSORTIUM (P) LTD.

For Finetech Parkcon India Pvt. Ltd.

For RGV Innovations Private Limited

R&R  Director	Finetech  Director	RGV  Director
Gaurav Bardiya 	Rajendra Kumar Bardiya 	ABFL 