

May 7, 2014

The Managing Partner
 M/s.B & C Estates
 5-4-187/3, II Floor, Soham Mansion
 M G Road,
 Secunderabad – 500 003

Dear Sir,

Re : Modification in Loan offer letter dated 07.04.2014.

This has reference to your letter dated 22.04.2014. In this connection, we wish to inform you that the competent authority has approved the following modification(s) in the loan offer conditions.

PREVIOUS CONDITION	REVISED CONDITION
<p>Disbursement : The disbursement of loan to be based on:-</p> <ul style="list-style-type: none"> • The Progress of Construction and security value. • I Disbursement : Rs. 1 Crore • Subsequent Disbursements : Linked to Booking Money / Sale Receipts. <p>As per our norms for security i.e. at any point of time security of 2 times to be maintained.</p>	<p>Disbursement : The disbursement of loan to be based on:-</p> <ul style="list-style-type: none"> • The Progress of Construction and availability of security cover as per below for every disbursement. • Initial Disbursement : upto Rs. 2 Crores • Subsequent Disbursements over and above Rs.2 crores : Linked to receipt of satisfactory Booking Money / Sale Receipts. • As per our norms for security i.e. at any point of time security of 2 times to be maintained.

We also wish to inform you that except for the above modification, all other conditions as per the Loan Offer dated 07.04.2014, remain unaltered.

Thanking you.

Yours faithfully,


 REGIONAL MANAGER

Regional Office : 304 & 305, 3rd Floor, Maitrivanam (HUDA), Ameerpet, Hyderabad - 500 038.
 Ph: 040-6663 1991, 6674 7504, Fax : 040-66 25 25 35, Email : ro.southeastern@lichousing.com

Corporate Office : LIC Housing Finance Ltd., 131, Maker Tower, "F" Premises, 13th Floor, Cuffe Parade, Mumbai-400 005,
 Tel: +91 22 2217 8600, Fax : +91 22 2217 8777, Email : lichousing@lichousing.com

Registered Office : LIC Housing Finance Ltd., Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mumbai - 400 001.
 Tel : +91 22 2204 9682 / 9799 / 0006, Fax : +91 22 2204 9839, Email : lichousing@lichousing.com www.lichousing.com

Date: 07.04.2014



The Managing Partner
M/s.B & C Estates
5-4-187/ 3&4
Soham Mansion
2nd Floor, M G Road,
Secunderabad – 500 003

Dear Sir,

This has reference to the Loan application for Construction Finance for Rs. 5.00 Crores for their Project “**May Flower Grande**” situated at **Mallapur Village, Hyderabad**. The Competent Authority has sanctioned loan of Rs. 5.00 Crores on the following terms and conditions:-

Name of the Borrower	B & C Estates
Project Address	Sy. No. 183,184,190 & 191, Mallapur Village, Uppal Mandal, R R Dist
Purpose of Loan	Construction finance for residential apartments at their project Mayflower Grande
Loan Amount	Rs.5.00 Crores. (Rupees Five Crores)
Term of Loan	48 Months (including moratorium of 15 months from the date of first disbursement)
Rate of Interest	15.50 % p.a. Floating (payable monthly) linked to Project LHPLR with current Project LHPLR is 15.50% p.a.
Admin. Fees	0.5 % of loan sanctioned + Service Tax
Security	<ul style="list-style-type: none"> Registered Mortgage of the Project Land and Structure there on project “Mayflower Grande” coming up at Mallapur Village, RR Dist. Security cover at any point of time shall not be less than 2 times the loan amount during moratorium period. After moratorium period, the securities cover to be maintained at minimum 2 times. (For calculation of security cover area mortgaged to HMDA as per plan approval condition to be excluded). In case of any shortfall in security cover at any point of time during currency of the loan the Company to provide any other security acceptable to LICHFL. Negative lien on units to the extent of 1.50 times of the loan

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	<p>amount.</p> <ul style="list-style-type: none"> • Personal guarantee of Soham Modi • Corporate Guantee by Modi Properties & Investments Pvt Ltd • LICHFL can review the cash flows and accelerate/change the repayment schedule. • Assignment of entire Receivables of project - “Mayflower Grande” • Our Charge on the property to be registered with the ROC. • Land owner companie to join loan agreement and mortgage.
Other Terms of Security	<p>a. The Builder / developer/company would disclose in the pamphlets/Brochures etc. the name of LIC Housing Finance Ltd to which the property is mortgaged.</p> <p>b. The Builder/developer/company would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/magazines etc.</p> <p>c. The Builder/developer/company would indicate in their pamphlets/brochures, that they would provide No Objection Certificate (NOC) / Permissions of the mortgagee LIC Housing Finance Ltd for sale of flats/property, if required.</p> <p>To ensure the compliance of the above terms and conditions and funds to be released only after the builder /developer company fulfils the above requirements.</p> <p>Copy of Such disclosure in Pamphlets / Brochures / Advertisements etc. should be kept as a record along with Original Documents.</p>
Security trustee	Security trustee to be appointed on mutual consent if necessary.
Utilisation of Funds	Construction of Residential Apartments “ Mayfloer Grande” (Proposed) ”
Pre Commitment Conditions	<ol style="list-style-type: none"> 1. Net worth certificate of all the partners (latest) duly certified by the Chartered Accountant to be obtained and found satisfactory. 2. Net worth certificate of Mr.Soham Modi (latest) duly certified by the Chartered Accountant to be obtained and found satisfactory.




	<ol style="list-style-type: none"> 3. Individual ITR of partners / Directors for last three years to be obtained and found satisfactory. 4. Individual ITR of Mr.Soham Modi for last three years to be obtained and found satisfactory. 5. Repayment of existing loans are upto date. 6. Provisional ITRs of all for 2013-14 (Fin year)
<p>Pre-Disbursement Conditions</p>	<ul style="list-style-type: none"> • Clear, marketable, unencumbered, title to land in respect of project to be mortgaged & receivables to be assigned. • Building plan approval as stated by Panel Valuer & all other approvals (including environment clearance, if any) for construction and completion of the Project based on the stage of the construction to be in place before making any disbursement for the construction finance • Enforceability certificate to be obtained from our panel law firm for creation of mortgage, Escrow Mechanism & assignment of receivables. • Report for stage of construction of project will be obtained from our Panel Valuers. • Due Diligence of investment of promoter's contribution by an Auditor referred by us. • Amount Spent and means of Finance to be confirmed by the auditor. • Specific Verification by our law firm & our panel valuers in respect of clearances applicable on the project which is given as security for our loan. • Undertaking from the promoters that any increase in the project cost would be met by the borrower in manner acceptable to LICHFL / consortium members. • Undertaking by the Company that the funds brought in by the promoters in the form of Equity / Unsecured loan and invested in the project not to be withdrawn during currency of our loan. Nor Interest on the same will be paid till repayment of our loan.



- Till repayment of our Loan there should not be any change in capital structure and / or shareholding pattern of the Applicant Company / Guarantor companies without previous written permission of LICHFL. Undertaking that the promoter's will not dilute their stake in the applicant company during the currency of loan without prior written approval from LICHFL / consortium lenders.
- Undertaking from the Applicant Company that any Shortfall in Payment of Loan Installment / interest shall be made good from the other sources / promoters contribution.
- No alienation / dilution / pledge of shares without LICHFL' consent.
- Affidavit cum undertaking from the promoter's of the company that the Company shall not violate the sanction plan approved by competent authority and that the construction shall be strictly as per sanction plan – NHB requirement.
- Promoter's contribution invested in the project and amount spent so far to be certified by Auditor referred by LICHFL
- Due diligence of Closing Work in Progress.
- Declaration to the effect that the loan availed will be utilized solely for the construction / development of the project "Mayflower Grande at Mallapur Village" RR Dist and shall not be deployed either directly or indirectly for any Loan repayment, investment in stock exchange and / or in capital market / for land purchase.
- Satisfactory track record with other lenders to be obtained and found satisfactory.
- Copy of Development agreement and POA between the Applicant Company and landowning companies to be obtained, examined and found satisfactory.
- Strengthening of Internal Audit system to the satisfaction of LICHFL.

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	<ul style="list-style-type: none"> • The saleable area and all other aspect as mentioned in project details – Annexure enclosed herewith to match with construction at the site. • No space of the project proposed to be financed will be sold without permission from LICHFL. • Up to date repayment of existing Loans and Satisfactory credit worthiness certificate from previous lenders. • Auditor referred by us should comment on the following:- <ul style="list-style-type: none"> a) Number and quality of employees and contract labour engaged. Timeliness of payment of Employees' State Insurance Corporation (ESIC) and Employees' Provident Fund (EPF) dues. b) Insurance details for workmen and the assets at the site. • Deposit of All Original Title Deeds.
Other Conditions	<ol style="list-style-type: none"> 1. Monthly progress report along with sales report has to be submitted. 2. Quarterly end use certificate of funds disbursed to be provided. 3. Borrower to submit quarterly un-audited financials. 4. Borrowers to submit audited financials within 6 months from the end of relevant financial year. 5. Bi-monthly / quarterly audit of the project and cost for the same to be reimbursed by the applicant company.
Disbursement	<p>The disbursement of loan to be based on:-</p> <ul style="list-style-type: none"> • The Progress of Construction and security value. • I Disbursement : Rs. 1 Crore • Subsequent Disbursements : Linked to Booking Money / Sale Receipts. • As per our norms for security i.e. at any point of time security of 2 times to be maintained.
Payment of Interest / Repayment of Loan	<p>After Moratorium period of 15 months, repayment of Principal in equal 33 monthly instalments.</p> <ul style="list-style-type: none"> • The entire receivables of the Project to be routed through Escrow Account. The Interest and Principal repayment to be made from Escrow Account. The receipts should include future

	<p>sales to be made.</p> <ul style="list-style-type: none"> • The company to route all receivables from the project including sale proceeds, security deposits, any other payments and termination repayments into a designated account. • LICHFL can review the cash flows and accelerate/change the repayment schedule. • Repayment Sources from Project accruals, if necessary from own sources.
Additional Interest in case of default.	<p>If interest installments due are defaulted / delayed, Additional Interest @ 6% p.a. compounding monthly, on the installment due (Calculated from due date till date of payment) will become payable, in addition to the regular Interest mentioned in this letter above. If Principal installments are defaulted, Additional Interest @ 6% p.a. from the due date till the date of payment will become payable in addition to the regular interest mentioned in this letter above.</p>
Prepayment Charges	<p>Prepayment charges will be levied @ 2% of the Principal amount prepaid a head of the repayment schedule. However, prepayment charges will not be levied in respect of the Principal amount being adjusted / repaid out of the individual loans received from the same Project.</p>

Other Conditions to be incorporated in LOL:-

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing guidelines for regulating the building construction activities. The Builder has to agree for adherence to the above National Building Code specifications in the Project.
2. All documentation charges and Quarterly Audit charges shall be borne by the Applicant Company / Firm. The Audit fees will be paid by LICHFL and the same to be reimbursed by the Applicant Company / Firm.
3. The said loan will be used for construction of housing project “**Mayflower Grande**” situated at **Mallapur Village RR Dist** and it is clearly understood that the said loan or any part thereof shall not be utilized for any other purpose whatsoever.
4. LICHFL’s individual Loan Schemes will be given wide publicity in the Builder’s brochure and literature. Builder should ensure that maximum numbers of intending borrowers are sent to LICHFL for individual loans.



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5. A clause to be incorporated in the Loan Agreement for referring individual loan applications to LICHFL and the right for first denial of individual loan application in the above Project should lie with LICHFL
6. Appropriate hoardings of LICHFL will be displayed on all projects of the builder.
7. 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, Applicant Company / Firm shall reimburse to LICHFL any such tax imposed or levied by the Government of India or any other authority on interest and/or other payments required to be paid by borrower to LICHFL in connection with the said loan facility.
8. It is the responsibility of the Applicant Firm to ensure that the "Property" for which the loan is availed / and / or the "Property" taken as security for loan to be duly insured at the Applicant Company's/ Firms cost and expenses for all risk and the same to be assigned in favour of LICHFL.
9. The title of the property to be clear, marketable, unencumbered and the same to be satisfactory and acceptable to LICHFL. The search in the ROC and in the Sub-Registrar's Office to be done and the same should be satisfactory.
10. Approved Building Plan along with all other approvals from various authorities relating to the Project to be obtained for commencement and completion of the project. The details of the project are enclosed herewith.
11. Post dated cheques for the entire Interest and Principal amount covering the full tenure of loan to be taken.
12. NOC from other Financial Institutions and / or Banks from where the Builder might have taken loans for any other Projects if such an approval is stipulated in the agreement / arrangement with them.
13. The Applicant Company/Firm or any of their group Companies should not have defaulted with any of the lenders in the past. A declaration from the Applicant Company / Firm and a Confirmation from their auditors to be obtained in this regard.
14. The borrower shall not raise any loans from any other source without prior written permission from LICHFL.



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15. The Borrower will at all times maintain/open:

- a Open a separate account with a bank acceptable to LICHFL, which account shall be used for the purpose of all disbursements of the said Loan made to borrower, which will be deposited by borrower in this account.
- b Inform all the flat purchasers in the project, to draw all cheques in favour of this account and also undertake that all receivables in connection with this project are deposited only in this account.
- c Utilize the funds from this account for the specific purpose of completion of this project and make repayments to LICHFL and not to any other purpose whatsoever; and
- d LICHFL shall have full authority to monitor, including auditing all transactions through this account in such manner as it may deem necessary.

16. In the event Borrower sells any space in the project financed, borrower will deposit all the sale proceeds in the designated account opened and maintained as conveyed above. LICHFL will have the first option to adjust the sale proceeds against the principal outstanding/ other dues.

17. The Borrower will give the following irrevocable instructions to the concerned Bank with reference to the said account:

- a That the Bank will be authorized to send to LICHFL statements pertaining to this account directly to LICHFL at such frequency as LICHFL may required at anytime.
- b That LICHFL has a right to cause the Bank to freeze the account at any time without borrower's confirmation and that on the request of LICHFL, the Bank will on freezing the account or otherwise transfer the outstanding credit in the account to LICHFL, as instructed by LICHFL, without having to obtain any further instruction from borrower;
- c That the Bank will abide by any instruction that LICHFL may give to the Bank in connection with the said account without any reference to borrower.

Borrower shall procure and produce to LICHFL a written confirmation of the above from the Bank prior to execution of the loan agreement.

18. The Borrower will also undertake and confirm that in the event the cash flow in the account is not sufficient to service the said Loan, interest or other dues, the shortfall

will be met through inflow of fresh funds therein by borrower in a manner and form as mutually acceptable to borrower and LICHFL. The support shall be kept valid until repayment of the entire loan with interest and all other dues.

19. The Borrower will not withdrawn any funds to repay the principal to the providers of subordinate debt, if any, until repayment of the entire said Loan to LICHFL with interest and all other dues is made to LICHFL.
20. This letter of offer shall stand revoked and cancelled and shall be absolutely null and void if:
- Any information as may be required by LICHFL from time to time pertaining to the project is not furnished in the form prescribed/ approved by LICHFL.
 - There are any material changes in the proposal for which the said loan is sanctioned.
 - Any material fact concerning borrower's profits, etc., or ability to repay, or any other relevant aspect of borrower's application of loan is withheld, suppressed, or concealed or not made known to us.
 - Any statement made in the loan application is found to be incorrect or untrue.
 - The loan agreement and other documents, as required by us are not executed within a period of 30 days from the date hereof or during any further extension of the period mutually agreed upon.
21. C. A. Certificate has to be submitted within a period of 30 days for the utilization of funds at each stage of disbursements.

Kindly give us in writing the loan repayment schedule along with the acceptance of the loan offer within 30 days of issuance of Loan Offer Letter. Administrative fees to be paid simultaneously with the execution of acceptance of Loan offer. If the first disbursement of loan is not availed within 6 months from the date of issuance of Loan Offer Letter, the offer gets cancelled.

Thanking you,

Yours faithfully,


REGIONAL MANAGER

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FUTURE GENERALI INDIA Insurance Company Limited

RiskHeldCoverLetter

Date:12.05.14

To

B AND C Estates
#5-4-187/3&4, Soham Mansion,
2nd floor ,M.G.Road ,Secunderabad-500003.

Ref : Contractor All Risk insurance .Sum insured enhancement -policy no:E0024271.

Dear Sir,

We acknowledge for your payment of Rs.82059/- through Chq No:000401, Dated 12/05/2014 drawn on HDFC Bank, towards Contractor All Risk insurance coverage for above said policy.

Name : **B AND C Estates.**
Sum Insured : **Rs.500,000,00/-**
Subject Matter insured is : **Construction of Residential Building**
Risk Address : **B AND C Estates**
Sy no 2/1/1, 183, 184, 190 & 191,
Mallapur, GHMC,
Kapra Circle,
Hyderabad
Terms of Coverage : **As per our Contractor All Risk insurance policy**
Financier of the project : **LIC Housing finance limited.**
Policy Period : **10/08/2013 to 09/08/2016.**

We hereby confirm holding the risk covered as shown above:
The policy documents is under preparation and shall be sent to you shortly.
Thanking and assuring you of best services at all times.

Yours faithfully,


Authorized Signatory

Future Generali India Insurance Co. Ltd



FUTURE GENERALI INDIA

Insurance Company Limited



Workmen s Compensation - Policy Schedule

Policy Servicing Office : Future Generali India Insurance Company Limited, 2nd Floor, Municipal No. 16-10-1/S/44, Plot No.44, Sri Krupa Market, Mahboob Mansion, Malakpet, Hyderabad, Andhra Pradesh, 500016, Tel_No:040-40272500

Policy No : 2014-L0042593-FWC	Period of Insurance : From 00:00 12/05/2014 To midnight of 11/05/2015.
Insured : B And C Estates	Intermediary Name/Code : Chalapala Sekhar / 60029290
Address : 5-4-187/3 and 4, Soham Mansion, 2nd Floor, M G Road, Secunderabad, Andhra Pradesh, 500003	Telephone (Hom) : 9052238911
	Email Id : hanu.kone@gmail.com

In consideration of the Policyholder named herein paying to the Future Generali India Insurance Company Limited (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

Co-insurance Details

Insurer	Share (%)
Future Generali India Insurance Company Limited	100%

Risk Details

Nature of Business : Building Construction
Project Name :
Location : Survey no:2/1/1 (P)184,(P)190,(P)191, Mallapur,Nacharam Hyderabad - 500 076
Contractor/Sub-Contractor Name : BandC Estates

No of Employees	Particulars	Estimated Annual Wages
3	Skilled Workers	360,000.00
3	Semiskilled Workers	288,000.00
10	Unskilled Workers	780,000.00
Total		1,428,000.00

Schedule Of Premium

Gross Premium	14,287.98
Add Service Tax including Cess	1,766.00
Total Premium	16,053.98

Subject to adjustment in the terms of Conditions 6 The estimated amount of wages salaries and other earnings on which premium is based

Additional Clauses, Conditions, Warranties & Exclusions

Terrorism is excluded from coverage.
The Insured shall disclose details of wages to all the employees covered under the Policy and any change in actual wages should be intimated to the company in writing in advance and would be covered at the option of the company subject to payment of additional premium.
If the wages declared by the insured which is mentioned on this policy is less than the actual wages earned, the maximum liability of the company will be limited to the wages as mentioned on this policy.
Policy excludes workman having been under the influence of liquor or drugs or any other toxics.
Policy excludes willful disobedience by the workman of orders and rules expressly given to secure the safety of workman, or
Policy excludes willful removal or disregard by the workman of any safety device provided for the safety of workman.
No Cover for Medical Expenses
No Cover for occupational Diseases
Jurisdiction / Territory : India
Excluding Blasting, Tunneling and Handling of Explosives
Excluding loss arising out of installation/erecting of live wiring.
It is a condition that unless specifically declared by the proposer at the time of placement, the cover shall be available only in respect of the proposers workmen and does not include Contractors/ subcontractors workmen.

Law(s)

WC Act 1923 and subsequent amendment of the said Act prior to the date of issue of the policy provided that the insurance granted hereunder is not extended to include

- Any interest and/or penalty imposed on the insured on account of his/their failure to comply with the requirements laid down under WC Act 1923
- Occupational disease of any kind.

Important- 1. All other Terms, Conditions and Exclusions as per attached Policy Wordings. 2. In case of payment by cheque, in the event of dishonour of cheque for any reason whatsoever, insurance provided under this document automatically stands cancelled from the inception irrespective of whether a separate communication is sent or not.

For Future Generali India Insurance Co. Ltd.

Receipt No : Z4183652
Date of Issue : 14/05/2014
Place of Issuance : Mumbai*

*Address as mentioned below.
This policy is not valid unless it is countersigned by an authorised signatory



