

To,

The Partners,
Skyscraper Realtech Properties LLP
LLPIN- ABC-1878
Premises No-04-0583, Plot No-AAIIB/3296,
Action Area-IIB, PO-New Town, PS-Eco Park,
North 24 Parganas, Kolkata, WB-7000161.

Letter No. RMRE/SCRPLLP/SL/2023-24/1
Date: 15.09.2023

Dear Sirs,

ADVANCES TO SME SEGMENT : SANCTION OF CREDIT FACILITIES

With reference to your application dated 20.05.2023 requesting us for sanction of Term Loan Limit of Rs. 24.75 Cr (Rupees Twenty Four Crores and Seventy five Lacs) for your residential real estate project "ASTHA" at JL No-42, Mouza-Jamalpara, Block- Rajarhat PS-Rajarhat, City: Kolkata, Dist: North 24 Parganas, State: West Bengal, India, Pin: 700135 at existing / enhanced levels and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfilment of the Terms and Conditions detailed in Annexure A to C of this sanction letter.

SL	FACILITY	EXISTING LIMIT	PROPOSED LIMIT
(Rs in Crore)			
A] FUND BASED LIMITS:			
a)	Working Capital (Builder Finance)	0.00	0.00
b)	Term Loan for Project "Astha"	0.00	24.75
Total of Fund Based Limits		0.00	24.75
B] NON-FUND BASED LIMITS:			
a)	Import Letter of Credit	0.00	0.00
b)	Bank Guarantee	0.00	0.00
Total of Non-Fund Based Limits		0.00	0.00
TOTAL LIMITS		0.00	24.75

The Term Loan of Rs.24.75 crore has been sanctioned by CLCC vide Resolution no. CLCC_003970_2023-24_031-0447 dated 08.09.2023 subject to the following financial covenants:

- i) Project specific escrow account to be opened and cash flow to be monitored. All extant guidelines of the Bank in relation to Builder finance to be meticulously compiled with.
- ii) Branch to ensure that all requisite licenses /approvals are obtained before release of loan.
- iii) DSRA equivalent to one quarter & Interest to be built up during moratorium period and before commencement of repayment in ESCROW account.
- iv) Project to be monitored closely to ensure completion as per schedule accepted for sanction.
- v) Branch to ensure that contribution of promoters to be infused as proposed in Cash flow and any shortfall in advance from customer /Cost escalation is also to be funded from own source.
- vi) Branch to ensure maximum penetration in retail home loans and SBI to be preferred Banker.
- vii) Branch to explore CVE business from partners of the unit and family members.
- viii) During project construction, quarterly review of the project in prescribed format to be submitted to the appropriate authority.
- ix) Branch refer Circular No.: NBG/RE,H^HDBF/12/2023 - 24 Date: Fri 21 Jul 2023 for pricing.

Yours faithfully,



Manager (RMRE)

(i) Encl.: Terms and Conditions – Annexure A to D

ANNEXURE-A
TERMS AND CONDITIONS

1. SECURITY:

LIMIT	PRIMARY SECURITY	COLLATERAL SECURITY	
		IMMOVABLE PROPERTY	THIRD PARTY GUARANTEE
Builder Finance Term Loan of Rs.24.75crores for project Astha.	<p>1.Registered Mortgage of all those pieces and parcels of land containing an area of 110 Kottahs, 1 Chittack & 34 sq ft or 182 Decimal or 7365.19 Sq m situated at t JL No-42, Mouza-Jamalpara, Block- Rajarhat, PS-Rajarhat, Dist- North 24 Parganas, WB-700135and proposed Residential cum Commercial Housing Project namely “ASTHA” to be constructed upon the said land consisting of 4 blocks of G+4 Building comprising of 211 flats, 2 Commercial units and 136 car parkings</p> <p>The Project is comprised in :</p> <p>Mouza- Jamalpara,</p> <p>JL No-42,</p> <p>LR Dag Nos. 971, 972, 973, 1506, 1508 & 1503</p> <p>LR Khatian No. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045, 4056, 4053, 4036, 4054, 4042 & 4039</p> <p>Boundaries:</p> <p>North: By LR Dag No 975, 977.</p> <p>South :By 80 feet wide road.</p> <p>East :By LR Dag no. 978, 979, 1507, 1513, 1503.</p> <p>West :By LR Dag No 948, 968, 970, 1502.</p>	<p>Nil</p>	<p>Personal Guarantee of:</p> <p>1. Mr. Shishir Gupta S/o Bhagwan Gupta TNW as on 31.03.2022 is Rs.14.44 Cr.</p> <p>2. Mr. SK Nasir S/o Shaikh Rashid TNW as on 31.03.2022 isRs. 8.07 Cr.</p> <p>3. Rupsa Bibi</p> <p>D/o Shaikh Rashid TNW as on 31.03.2022 is Rs.3.33Cr.</p>

LIMIT	PRIMARY SECURITY	COLLATERAL SECURITY	
		IMMOVABLE PROPERTY	THIRD PARTY GUARANTEE
			Corporate Guarantee of 21 Landowning Firm: <ol style="list-style-type: none"> 1. IN Land Mark & Co 2. N R Construction Co 3. N R Developer Co 4. N R GrihaNirman Co 5. Neha GrihaNirman Co 6. Neha Homes & Co 7. R B Development Co 8. R B Groups & Co 9. R B Home Maker & Co 10. R B Udyog Co 11. R N Building & Co 12. S N Realcon& Co 13. Imran Emire Co 14. NR Properties & Co 15. RB Builders Co 16. SN Realestate Co 17. SN Udyog Co 18. Neha Dream Home Co 19. Imran GrihaNirman Co 20. IN Home Makers & Co 21. Neha Udyog Co
	2. Hypothecation of cash flow and receivables of the project "ASTHA" which consists of 211 flats, 2 Commercial units and 136 car parkings spaces in addition to movable assets/ stock/ work in progress existing and to be created in future of the Project "ASTHA".		

2. PERIOD OF ADVANCE & REPAYMENT TERMS:

Term Loan: To be availed within a period of 06 (Six) months from the date of sanction i.e. 08.09.2023.

MORATORIUM PERIOD FOR PAYMENT OF PRINCIPAL AND/OR INTEREST

Moratorium for	Moratorium Period	Start Date	End Date	Date of commencement of Repayment

Principal	44 months	Date of 1 st disbursement	31.03.2027	01.04.2027
Interest	No Moratorium	NIL	NIL	From the month end of the month of first drawdown.

REPAYMENT: The Term Loan is to be repaid as per the following repayment schedule:

In **04 (Four) Quarterly installments** as per the following schedule, with the first installment commencing on **June 2027** and the last installment falling due on **March 2028**. **Interest to be paid as and when applied and also during Moratorium period.**

Repayment schedule is as under:

Quarter	June 2027	September 2027	December 2027	March 2028
Amt (Rs. in Cr)	6.00	6.25	6.25	6.25

In case the actual advances/revenues are more than the projections, then the excess booking advances/ sale proceeds shall be utilised towards accelerated repayment of Term Loan.

An Escrow account and 3 Realtor accounts under WBRERA will be opened to monitor the project. All the sale proceeds / advance payment from the customers related to the project will be routed through the Realtor-1 Account.

Example of SMA/NPA Classification:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit / overdraft	
SMA Sub Categories	Basis of classification- Principal or interest payment or any other amount wholly or partially overdue for a period of:	SMA Sub Categories	Basis of classification- Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA 0	Up to 30 days	SMA 0	Up to 30 days
SMA 1	More than 30 days and up to 60 days	SMA 1	More than 30 days and up to 60 days
SMA 2	More than 60 days and up to	SMA 2	More than 60 days and up to 90

	90 days		days
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Example:

If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

DISBURSEMENT

The Disbursement will be allowed as per projected Cash Budget and based on the actual progress of construction work as per Quarterly LIE report. The unit will submit stage wise actual cash flow statement and projected cash budget to facilitate need based disbursals and subsequent monitoring of the project. The disbursement would be made upon production of CA certificate for the Promoter's Contribution being brought upfront. The projected schedule of disbursement is:

Quarter	Sep-23	Dec-23	Mar-24	June-24	Sep-24
Amount (Rs in Cr)	5.00	1.50	1.50	1.50	1.50

Quarter	Dec-24	Mar-25	Jun-25	Sep-25	Dec-25
Amount (Rs in Cr)	1.50	1.50	1.50	1.50	1.50

Quarter	Mar-26	Jun-26	Sep-26	Dec-26	Mar-27
Amount (Rs in Cr)	1.50	1.50	1.50	1.00	0.75

Others:

Interest shall be payable on the outstanding in the loan accounts computed on daily balances basis duly compounded and debited to the accounts at monthly rests on the last working day of every month, in accordance with the accounting practices of the Bank from time to time. **The monthly interest to be paid as and when due.**

Commitment charges, as applicable, shall be payable in case of non-utilisation of sanctioned limits. However, in case the actual advances/revenues are more than the projections, then the excess booking advances/ sale proceeds shall be utilised towards accelerated repayment of Term Loan.

3. RATE OF INTEREST:

TERM LOAN: Interest at the rate of 4.10% above EBLR (which is presently 9.15% p.a.) is applicable. **Effective interest before concessions is 13.25%.**

	Concessions sanctioned by Sanctioning Authority	Percentage (%)
1	Builder Finance Housing Loan Concession	1.00
2	Interest concession of 0.25% has been provided for our Bank's Housing Loan penetration in excess of 30%. However, if the penetration of the Home Loan after sanction of our loan in the funded project is less than agreed / stipulated penetration level then	0.25

	<p>this concession will be withdrawn with immediate effect and the concession extended for the said period will be recovered.</p> <p><i>If the penetration of Home Loan is less than 30%, then it will be treated as non-compliance of our terms. All concessions linked to penetration will be withdrawn and also Penal interest @1% will be charged.</i></p>	
Total Concession		1.25

Effective interest rate after concessions (13.25% - 1.25%) = 12.00% calculated on daily products at monthly rests. Bank shall at any time and from time to time be entitled to vary the margin based on the Credit Risk Assessment of the borrower and the EBLR at its discretion.

Charges for Non Fund Based facility: Not Applicable

Enhanced/Penal Interest:

- i) Enhanced/penal rate of interest as applicable/decided by the bank from time to time will be charged for the period of delay in respect of:
- Delayed/non-submission of financial data required for review / renewal of limits.
 - Delayed/non-submission of annual financial statements/ FFR etc.
 - Delayed/non-submission of stock statements.
 - Non-renewal of insurance policy (ies).
 - Diversion of Funds.
 - Adverse deviation from stipulated level in respect of various parameters.
- ii) Enhanced / Penal rate will be charged on the excess drawings in case any irregularity / breach of the Bank's extant instructions /guidelines applicable from time to time. Enhanced / Penal interest will be compounded monthly.
- iii) The Bank shall also be entitled to charge at its discretion, enhanced interest rates on the accounts either on the entire outstanding or on a portion thereof, for any irregularity including non-observance or non-compliance of the Terms and Conditions of the advances, for such period as the Bank deems it necessary.

Details of other charges (exclusive of GST)

Loan Processing Charges	Not Applicable
Upfront Fee	Upfront Fee is 1.20% of the Loan Amount
Annual Review Charges	<p><u>During Implementation, i.e., till the date of achievement of DCCO:</u> 0.05% of the sanctioned loan amount or Rs. 6.00 Lac, whichever is lower.</p> <p><u>After Implementation, i.e., after achievement of DCCO (Covenant Testing Charges):</u> 0.05% of the outstanding loan amount or Rs. 3.00 Lac, whichever is lower</p>
Revalidation of Sanction	50% of the Upfront Fees applicable to Term Loan limits.
Commitment Charges	<p>i) If the average utilization is more than 75% then no charge.</p> <p>ii) If the average utilization is between 50-75% then, charge of 0.25% p.a to be recovered on entire unutilized portion on a quarterly basis.</p>

	iii) If the average utilization is less than 50% then charge of 0.50% p.a. on entire unutilized portion on a quarterly basis.
Pre-payment Charges	i) There will be no prepayment charges if the principal is prepaid from the sales proceeds of the secured / mortgaged projects / properties and from the promoters equity/contribution. ii) No prepayment charges if repaid at the time of reset of interest. iii) Amount prepaid from any other sources will attract charges of 2% on the principal prepaid
Facility Fee	Not Applicable

Application of Penal Interest (GST is not applicable)

Non payment of interest/ instalment	5.00% p.a. on the irregular portion for the period of irregularity.
Cross Default (Default in payment of instalment/interest to other Banks/ Institutions	1.00% p.a. on the entire outstanding for the period of non-adherence subject to a minimum period of 1 year.
Non Submission of Stock / Cash Budget statements in time	For limits of Rs 1 to Rs 50 Cr: Rs 1,000/- per day of delay
Non Submission of Data, including Audited Balance Sheet	Non submission of audited balance sheet within 6 months of the closure of the financial year of the borrowing entity: a) Delay of one month: NIL b) Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted.
Diversion of Funds (Mandatory Negative covenant)	2.00% p.a. on the entire outstanding (over and above the aggregate penal interest) till such time the position is rectified.
Non renewal of insurance policy(ies) in a timely manner or inadequate insurance cover	Flat penalty (penal interest) of Rs 200/- for each day of delay beyond due date.
Cross default (Default in payment of instalment / interest to other Institutions / Banks	1.00 % p.a. on the entire outstanding for the period of non-adherence subject to a minimum period of 1 year.

Important Note: Service Charges and Interest rate are subject to change and will be advised through our website www.sbi.co.in or <https://bank.sbi>. Any charges not specifically mentioned will be as per charges displayed on the website or advised by Bank from time to time. In case of any discrepancy, in the charges and / or interest, the Branch shall clarify the same.

4. MARGINS:

Promoter margin of **Rs.10.65** crore is to be brought in proportionately (in line with the projected cash budget) at the time of each disbursement and at each stage during construction period. Capital is to be infused as projected.

Quarter	Loan Disbursed	Cumul Loan	Cumul Loan %	Promoter Contribution	Cumul. Promoter Contribution	Cumul. Promoter Contribution %	Debt: Equity
Q1 2023-24	0.00	0.00	0.00	3.72	3.75	35%	0
Q2 2023-24	5.00	5.00	20%	0.00	3.72	35%	1.34
Q3 2023-24	1.50	6.50	26%	0.50	4.22	40%	1.54
Q4 2023-24	1.50	8.00	32%	0.50	4.72	44%	1.69
Q1 2024-25	1.50	9.50	38%	0.50	5.22	49%	1.82
Q2 2024-25	1.50	11.00	44%	0.50	5.72	54%	1.92
Q3 2024-25	1.50	12.50	51%	0.50	6.22	58%	2.01
Q4 2024-25	1.50	14.00	57%	0.50	6.72	63%	2.08
Q1 2025-26	1.50	15.50	63%	0.50	7.22	68%	2.15
Q2 2025-26	1.50	17.00	69%	0.50	7.72	72%	2.20
Q3 2025-26	1.50	18.50	75%	0.50	8.22	77%	2.25
Q4 2025-26	1.50	20.00	81%	0.50	8.72	82%	2.29
Q1 2026-27	1.50	21.50	87%	0.50	9.22	87%	2.32

Q2 2026-27	1.50	23.00	93%	0.70	9.92	93%	2.32
Q3 2026-27	1.00	24.00	97%	0.40	10.32	97%	2.32
Q4 2026-27	0.75	24.75	100%	0.33	10.65	100%	2.32
Total	24.75	24.75		10.65	10.65		2.32

5. TENOR / RETENTION PERIOD OF BILLS: Not Applicable

~~___ days. The cover period of ___ days for Receivables would be extended only in respect of buyers other than associate / sister concerns. Receivables beyond ___ days will not be reckoned for computing Drawing Power. Drawing Power will also not be available on unpaid stocks.~~

6. INSURANCE:

All the assets charged to the Bank should always be fully insured by the Borrower against fire, lightning, riots, strikes, floods, cyclones, earthquakes, civil commotion, terrorism and other natural calamities, etc., **with a company approved by the Bank in the joint names of the Bank and yourselves**, at your cost for full market value or Bank's interest, whichever is higher. The policies / cover notes should be lodged with the Bank. The policies should be kept alive (current) during the currency of the advance. In the event of non-compliance, the Bank reserves the right (but not be bound to exercise) to take the insurance cover as required by the Bank by debit to your account. Likewise all the renewals of the policies should also be effected /done by the Borrower at all materials.

* **Contractors' All Risks (CAR) Insurance should be taken with Banks' name in the policy for the project being funded by us.**

* It is the borrower's responsibility to ensure that the mortgaged properties are duly insured at their own cost & expenses for all risks and Bank's interest to be incorporated in the Insurance Policy.

* **Insurance cover should be obtained from a company approved by the Bank, preferably from SBI General Insurance Company Limited.**

7. CREDIT GUARANTEE COVER: Not Applicable

a) ~~Pre-shipment Credit, if any, will be covered by the Bank under the Individual Packing Credit Guarantee (IPCG) of ECGC, with premium payable by debit to your account.~~

b) ~~Post-shipment policy of ECGC with buyer-wise limits for non-L/C exports to be obtained by you at your cost, if applicable.~~

c) ~~ECGC officials have the right to inspect the Unit, if considered necessary.~~

d) ~~Credit Guarantee under CGTSI Scheme to be covered, wherever applicable.~~

8. CASH BUDGET STATEMENTS:

The Drawing Power is to be arrived on monthly basis, based on the Cash Budget to be submitted monthly by the Company.

The monthly progress report on construction should be submitted every month within 20th of the following month, duly countersigned by the Company's engineer. Monthly progress report indicating number of flats booked / payments received in respect thereto and deposited into the Bank should be submitted.

LIE Report from Bank empanelled engineer for progress of construction and cost incurred in the project and CA certificate for the promoter's contribution in the project and on the sources and uses of funds in respect of amount incurred on the project to be submitted on quarterly basis by the Company.

Any delay in submission of Cash Budget, LIE Report and CA certificate shall attract penal charges @ 0.1% per month of the outstanding amount.

9. STOCK STATEMENTS / CASH FLOW / WORK IN PROGRESS / MIS:

Statements of Stocks / Receivables hypothecated / pledged to the Bank are to be submitted regularly at monthly intervals as on the last day of every month **before the 20th of the following month** / within 20 days from the date of stock statement and / or whenever there is a large variation in stocks / Book Debts and also as on the date of the Balance Sheet (31st March). The statement should not include stagnant / obsolete / rejected stocks. Bills / Sundry Debtors outstanding beyond cover period should be shown separately in the statement. Sales and purchases figures for the month are to be reported. The details of unpaid stock with value should be shown separately. The Stock Statement should be signed by the authorized signatory. Suitable books / registers of the stock position are to be maintained at the factory / business premises.

The Stock Statement should invariably contain complete particulars of stocks, debtors (along with complete address), creditors, usance L/Cs opened, etc. It is essential that the outstanding borrowings at all times are fully covered by the value of security hypothecated, less the stipulated margins to be reckoned as per valuation of inventory given under Para 10 below. If at any time, the Drawing Power yielded by the stocks, debtors, etc., held by you falls below the amount borrowed; such excess drawings shall be adjusted forthwith. Partywise / agewise details for each bill raised shall be submitted on a monthly basis for computation of Drawing Power against Book Debts. Further, the level of Creditors / Acceptances over and above the accepted level will be deducted while computing Drawing Power.

10. STOCK AND RECEIVABLE AUDIT: (Applicable)

To be conducted at Half Yearly intervals for the loan of Rs. 5 Cr and above at company expenses:

- i. Verification of RERA Collection Account / Escrow Account.
- ii. Flats booked, Agreement copy, advance received from customers.
- iii. Sale deeds executed in the project.
- iv. Unsold Inventory in the project.
- v. Promoter's margin in the project.
- vi. Verification of the Drawing Power based on cash budget.

11. LIE REPORT: (Applicable)

LIE should be appointed in loans where total project cost is more than Rs. 25.00 Cr and above.

Bank empanelled Lenders Independent Engineer (LIE) will be appointed at company expenses, who will verify the cost of construction at various levels of construction and submit report to the Bank from time to time, preferably quarterly, whether the project implementation is in line with the estimates. The promoter's margin will be ensured at every stage. The company has to submit an undertaking that they will provide access to the bank officials and bank appointed LIE for verification of infrastructure activities to be done outside the land to be mortgaged.

12. INSPECTIONS:

Inspection is to be conducted on monthly basis. The Bank's officials/ inspectors are to be permitted in the project site and business premises as and when required to inspect the progress in construction and the stocks/books. **All assistance to be extended to the Bank's officials in conducting and completing such inspections smoothly.** Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. **The cost of such inspections shall be borne by company.** Inspection to be carried out before each disbursement.

13. SECURITY DOCUMENTS: The following security documents shall be executed by you and the Guarantors:

1. Agreement of Loan-cum-Hypothecation
2. Guarantee Agreement
3. Mortgage documents
4. Any other document(s) as may be required by the Bank.

14. OPEN TERM LOAN: Not Applicable

~~The following Terms and Conditions, amongst others, shall apply in respect of Open Term Loan Facility if any, sanctioned to you by the Bank:~~

- a) ~~The loan has been considered for the following genuine commercial purposes in line with the regular business activity of the Unit:~~
 - i) ~~The said facility is to be availed within ___ months from the date of sanction (currency of sanction). If the limits are not availed & utilized or only partially availed & utilized within ___ months from the date of sanction, the limit or unutilized portion of the limit, as the case may be, will lapse and shall, therefore, not be disbursed.~~
 - e) ~~The total amount that would be disbursed will not exceed the overall limit sanctioned under this facility and multiple withdrawals also may be permitted only within the currency of sanction.~~
 - d) ~~Every disbursement under this facility shall be made on receipt of a written request from you within the currency of sanction and release shall be subject to scrutiny of basic financial information.~~
 - e) ~~The Bank shall be free to treat each disbursement as an individual loan or limit for accounting or any other purposes.~~
 - f) ~~The period of repayment will commence from the date of the first drawdown for each sub-limit or loan in the facility.~~
 - g) ~~The Bank may club together the repayment of the instalments of different sub-limits or loan disbursed and may be done on a month end / calendar quarter end, etc.~~

- h) In the event of multiple disbursements, the Bank shall stipulate the repayment instalments for each purpose of drawal.
- i) At the end of the currency of sanction, the Bank may combine and constitute all sub-limits or loans as one limit or loan by re-arranging or re-scheduling the repayment schedules in such a manner that the maximum period of repayment shall not exceed ___ period.
- j) The letters exchanged between the Bank and you shall form an integral part of the security documents and shall be annexed to the General Agreement for Term Loan / Agreement of Loan-cum-Hypothecation.
- k) The primary security shall be hypothecation of the machinery purchased out of the Open Term Loan and the collateral security shall be
- i)

15. BUILDER FINANCE FOR RESIDENTIAL HOUSING PROJECTS:

- i) Drawing Power under the Term Loan will be as per projected Cash Budget. Loan will be released and disbursement will be made in proportion with the promoters margin and advance/ sale booking money received duly certified by CA. Promoters Contribution in each stage shall be brought in upfront before disbursement as per projected Cash Budget. **In this regard, CA certificates should be submitted by the company.**
- ii) During currency of the loan, the company will confine its entire borrowings related to the proposed project to SBI, SME Exim Branch.
- iii) The borrowing firm should not induct a person as a Partner of the LLP, who has been identified as a wilfull defaulter. In case such a person is found to be a Partner, expeditious and effective steps are to be taken for removal of the person.
- iv) Payment of all statutory dues should be routed through the account with us.
- v) **The credit facility to be fully repaid within a period of 56 months from the date of first disbursement irrespective of whether all the flats have been sold or not. Even if the apartments are not booked / sold as per schedule or the sale proceeds are not received as per estimated cash flow, the company will endeavour to liquidate the loan from its own resources within the stipulated repayment period.**
- vi) Major bills / invoices to be submitted to the branch on monthly basis evidencing expenditure toward the project.
- vii) The borrowing firm will not change its constitution without the approval of the bank. The borrowing firm should keep the Bank informed in advance of any subsequent amendment proposed in the Constitution. The borrowing firm should be keep the Branch informed of any subsequent changes brought about in name of the company, Registered Office, change in partners and Shareholding pattern.
- viii) In case any charge, lien/encumbrance is created on assets pertaining to the project "ASTHA" of the borrowing firm without consent of the Bank, the Bank shall have the right to recall entire outstanding in the loan account.
- ix) The borrowing firm will submit undertaking that it will obtain all necessary approvals / clearances etc. regarding the project as and when due in material time that are required for the successful completion of project.

- x) The Partners of the borrowing firm **will bring in Capital as projected. Borrowing firm shall not change its capital structure without prior written consent from the lender nor shall be permitted to withdraw capital before completion of project.**
- xi) The borrowing firm will submit undertaking that they will ensure compliance of all such conditions stipulated in statutory approvals received for the purpose of proposed project and also confirm all the compliance under WB Promoters Act / WBRERA thereby ensuring proper disclosure, timely completion of project and protection of buyer's interest.
- xii) **NOC for the apartments at the time of agreement to sell & NOC for release the Primary Security at the time of registration of the respective Apartments will be issued subject to credit of the entire sale proceeds of the respective flats.**
- xiii) **The bank will have the right to audit escrow account and company's books of accounts.**
- xiv) Borrower and the Borrower Group shall not raise any loan / funding for the project from any other source, without prior written consent from the existing lenders.
- xv) The Borrower will also undertake & confirm to complete the entire project under all circumstances including event of escalation of project cost beyond what is agreed in the Business plan.
- xvi) The lender will have right to form a Project Monitoring Committee (PMC).
- xvii) **Banks prior approval to be taken before execution of sale deed / issuing NOC for creation of charge on the units in the project in favour of the buyers / buyers financiers.**
- xviii) **The developer(s) have to upload the information of Banks charges on the project site in WBRERA website also. Hence, our charge will be visible to purchasers, at the time of their visit to the WBRERA website.**
- xix) The Bank will have the right to step in or sell the stock at discounted price at specified events (in case of default and overdue for maximum 60 days).
- xx) Disbursement to be made proportionately as per infusion of equity duly certified by CA based on cash budget.
- xxi) It is the borrower's responsibility to ensure that the mortgaged properties are duly insured at their own cost and expenses, for all risk. The insurance policy should be assigned in the name of the lender within 60 days of the draw down and copy of the same should be given to us for our record.
- xxii) **A valid Registered Mortgage on the land would be created.**
- xxiii) The borrowing firm to create negative lien on the said property.
- xxiv) **All moneys raised by way of unsecured loans from promoters / group companies/ their friends / relatives or from any other sources should not be withdrawn / repaid during the currency of Bank loans. USL would be interest free and subordinate to bank debts. Penal interest @2% will be charged in case of withdrawal (partial / whole) of the unsecured loan subordinated to Bank debt. Company has to submit an undertaking for the same.**
- xxv) **All the sale proceeds / advance payment from the customers and all expense related to the project will be routed through the Realtor/Escrow account to be opened with SBI SME EXIM Branch. The Promoters Contribution is also to be routed through Escrow account.**

- xxvi) All Current Accounts related with project with other Banks to be closed. Company has to submit an undertaking that they will not open any current account with other bank without prior permission from us.
- xxvii) Any cost overrun in respect of the proposed project will be met from the Promoters own sources and in the event of advance from the prospective customers falling short of the amount expected in the means of finance, the shortfall would be made good by promoters by contributing additional amount towards their contribution. Company has to submit an undertaking for the same.
- xxviii) Credit Information Reports (CIR) on associate concerns/ group companies to be obtained before disbursement of the loan / within 3 months from the date of disbursement.
- xxix) The company will disclose the name of SBI, to whom the property is mortgaged, in its Pamphlets / Brochures etc. or in any advertisement of the project in newspapers / magazines/TV channels.
- xxx) All publicity by the company to carry SBIs name as the preferred Banker.
- xxxi) SBI will be the preferred Banker of the Project and SBI will have the First Right of Refusal for sanction of Home Loans to retail buyers in the project. All retail home loan proposals will first move to SBI. In case of rejection of any retail home loan proposal by SBI due to non fulfilment of Bank's eligibility criteria, the file may be subsequently moved to other Bank/FIs. The reason for rejected for the file has to be mentioned in the NOC application letter.
- xxxii) A Notice Board shall be displayed prominently at the project site mentioning SBI as it's preferred Banker. Further, the Borrowing firm has to display a Board at the construction site mentioning "THE LAND AND THE PROJECT IS MORTGAGED WITH SBI SME EXIM BRANCH".
- xxxiii) The borrowing firm would indicate in their Pamphlets/ Brochures, that they would provide No Objection Certificate (NOC) / permission of mortgagee Bank for sale of flats / property, if required. NOC for the apartments at the time of agreement to sell & NOC for release the Primary Security at the time of registration of the respective Apartments will be issued subject to credit of the entire sale proceeds of the respective flats.
- xxxiv) The sale agreement between the Developer and prospective buyers should include a clause to the effect that advance booking money and any subsequent payment thereof made by the purchaser to the developer will be paid by A/C payee cheque / draft / RTGS / NEFT or any other means to the Realtor/Escrow account at SBI SME Exim Branch. On receipt of entire consideration price as per Agreement proportionate ownership rights to be transferred in favour of the buyers of the flats.
- xxxv) The Company will submit quarterly statement for amount received from receivables (advance for booking) charged to the bank and status of sale of unsold flats / spaces designated and amount received against such sale of flats/spaces.
- xxxvi) The company has to submit projected cash budget and actual cash flow statement on a monthly basis. Actual cash flow statement to be certified by CA of the company on a quarterly basis. The company to submit monthly progress report indicating number of units booked / sold in advance / full payment received along with cash budget.

xxxvii) Certificates from CA and architect are to be submitted by the company on quarterly basis in respect of amount incurred on the project on the basis of progress of construction of the project.

xxxviii) The borrower to give an undertaking that the cash flow from the proposed project should be routed through separate WBRERA compliant current account and thereafter through ESCROW account opened with the Branch and Bank will have first charge on the same.

xxxix) DSRA equivalent to 3 months Instalment & Interest to be built up before full disbursement during moratorium period and before commencement of instalments in ESCROW account / STDR.

xxxx) The Partners of LLP should hold their contribution in the company till the repayment of all dues of Loan. In case of breach of such terms by the partners and allowing any of the partners to withdraw his contribution, the Bank shall have the right to charge 1% penalty and also has right to recall the entire outstanding in the loan account. **LLP has to submit an undertaking for the same.**

xxxxi) **The promoter has to register the Project under the provisions of the Act with the RERA or any other legislation framed by the Central or State Government in this regard within 3 months of the functioning of such legislation. LLP has to submit Indemnity for the same.**

xxxixii) **The LLP has to use the Loan Amount for fresh Construction Activities only. Further, no reimbursement of the expenses incurred before sanction of loan will be allowed.**

TERMS & CONDITIONS
ANNEXURE - B

1. Disbursement will be made only after completion of security documentation and formalities in respect of mortgage creation / extension. In respect of LLP/Company, in addition to these two requirements, charge to be filed with the Registrar of Companies within the prescribed period for creating a charge in favour of the Bank.
2. Drawings in the account will be regulated on the basis of Drawing Power computed as per the latest projected Cash Budget to be submitted by the Borrower.
3. The Bank will have the right to examine at all times the Unit's books of account and to have the Unit's factories / offices / showrooms inspected from time to time by the officials of the Bank and / or qualified auditors and / or technical experts and / or management consultants or other persons of the Bank's choice.
4. **The Unit should not be dissolved / reconstituted without obtaining Bank's prior approval in writing. Post-facto approval of reconstitution / dissolution will not be accorded nor shall the existing guarantors be released if the dissolution / reconstitution is effected without prior approval in writing.**
5. The Unit should maintain adequate books and records which should correctly reflect their financial position and scope of operations and should submit at stipulated intervals such statements as may be prescribed by the Bank. The Unit should produce books of accounts for the inspection of Bank staff as and when called for.

6. The Unit should submit provisional financial statements within one month and audited financial statements within six months from the date of closure of the accounting year. The returns submitted to the GST and Income Tax authorities should also be submitted to the Bank.
7. The Unit should confine their entire business including foreign exchange business to us.
8. The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
9. **The Capital invested in the business by the proprietor/ partners /directors should not be withdrawn during the currency of our advance.**
10. **In case the Unit fails to complete the formalities with regard to creation of a charge in favour of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstanding or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.**
11. The Unit should keep the Bank informed of the happening of any event likely to have a substantial effect on their profits or business and the remedial measures taken in this regard.
12. The Unit should keep the Bank informed of any circumstances adversely affecting the financial position of their sister / associate / family / subsidiary / group concerns in which it has invested, including any action taken by any creditor against the said Units legally or otherwise.
13. After accounting for provision for taxation, the Bank will have the first charge on the profits of the Company towards repayment of instalments under Term Loans/WC loan sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Company to the Bank.
14. The proprietor/ partners / directors should not withdraw the profits earned in the business / capital invested in the business without meeting the instalment(s) payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.
15. All moneys raised by way of deposits from friends/ relatives and / or from any other source should not be withdrawn / repaid during the currency of the Bank's advance. Suitable stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank.
16. **The Bank's name board(s) should be displayed prominently at the project site. A notice Board shall be displayed prominently at the project site mentioning SBI as it's preferred Banker. The Company shall also display at board at the construction site mentioning "The land and the project is mortgaged to SBI SME EXIM Branch".**
17. The Unit and other depositors of title deeds should possess a clear, absolute and marketable title to the properties proposed to be legally / equitably mortgaged in favour of the Bank to the satisfaction of the Bank's solicitors / advocates. **Further, the said properties are to be revalued as and when required at your cost after every 3 year.**
18. **Any legal expenses such as a solicitor's / advocate's fees, stamp duty, registration charges and other incidental expenses incurred in connection with the advance should be borne by the Unit.**

19. If the Credit Rating awarded to the Unit is below SB-10, the risk rating will be reviewed half-yearly. The Unit should provide necessary information to facilitate such a review. In the absence of half-yearly review for want of such information, the risk rating will automatically slip by one step.

20. Next renewal/review of the above facilities is due on 08.09.2024. The Unit is required to submit financial data one month before the due date. The Audited Balance Sheet is to be submitted within 30th September every year.

21. In case of a LLP/Company being the borrower, the following terms are applicable:

A). A resolution to be passed in a meeting of the Board of Directors of the Company for availing the credit facilities sanctioned by the Bank and a duly certified extract to be submitted to the Bank. The resolution should contain, inter alia, the following particulars:

- Acceptance of the Terms & Conditions of the credit facilities sanctioned to the company.
- Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the company.
- Authority in favour of Directors / Authorised Signatory for filing the documents and Form 8 and 13 with the Registrar of Companies for creating a charge over the assets of the company in favour of the Bank.
- Affixation of the company Common Seal on the security documents and vesting of authority to authenticate such affixation.
- Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the company.
- Creation of first charge on the assets of the company in favour of the Bank for the credit facilities sanctioned to the company.

B) The charge over the assets of the company in respect of the limits sanctioned herein should be registered with the Registrar of company/company within 30 days from the date of execution of documents and filed copies of Form 8 and Form 13, together with receipt should be deposited with us. The Certificate of Registration is to be produced to the Bank within reasonable time for our records.

22. During the currency of the Bank's credit facilities, the Company / Guarantors will not, without the Bank's prior permission in writing:

- Effect any change in the Unit's capital structure.
- Implement any scheme of expansion / modernization / diversification / renovation or acquire any fixed assets during any accounting year, except such schemes which have already been approved by the Bank.
- Formulate any scheme of amalgamation or reconstruction.
- Invest by way of share capital or lend or advance funds to or place deposits with any other concern, including sister / associate / family / subsidiary/ group concerns. However, normal trade credit or security deposits in the normal course of business or advances to employees can be excluded.
- Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.
- Undertake guarantee obligations on behalf of any other company, company or person.
- Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default had occurred in any repayment obligations.
- Effect any drastic change in their management setup.

- Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.
- Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.
- Create any further charge, lien or encumbrance over the assets and properties of the Unit / Guarantors to be charged / charged to the Bank in favour of any other bank, Financial Institution, company or person.
- Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
- Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.
- Open any account with any other bank. If already opened, the details there of is to be given immediately and a confirmation to this effect given to the Bank.

23. The following particulars / documents are to be furnished / submitted to the Bank:

- i) Permanent Account Number (PAN) of each Borrower / Guarantor and Corporate Identity Number (CIN) in the case of companies.
- ii) Passport Number and other details including photocopies.
- iii) 3 self-attested photographs of the Borrower and Guarantors.
- iv) Location / site-map of immovable properties with important landmarks.
- v) Names and addresses / occupations of all the legal heirs of Borrower and Guarantors.
- vi) Details of properties not charged to the Bank

24. Notwithstanding anything contained hereinabove, we confirm having agreed that the bank reserves the absolute right to cancel limits (either fully or partially) unconditionally without prior notice

- In case the limits /part of the limits are not utilized by us, and/or
- In case of deterioration in the loan accounts in any manner whatsoever, and/or
- In case of non compliance of terms and conditions of sanction.

25. A) I/We hereby agree and give consent for the disclosure by the bank of all or any such information and data relating to me /us information relating to my/our obligation in any banking facility granted/to be granted to me/us by the bank as borrower /guarantors and in case of default ,if any, committed by me/us, in discharge of my /our obligations ,as the State Bank of India may deem appropriate and necessary ,to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL) and any other agency authorized in this behalf by RBI.

B) I/We undertake that CIBIL and any other agency so authorized may use and process the said information and data, disclosed by the bank, in the manner as deemed fit by them .They may also furnish for consideration the proposed information and data or products thereof prepared by them, to banks or financial institutions and other credit guarantors or registered users, as may be specified by the RBI in this behalf.

26. It is confirmed that all the Partners and Guarantors are on Indian origin and are Indian nationals. During the currency of credit facilities, if there is any change in the nationality of the Borrower(s)/ Guarantor(s) or any individual Borrower(s)/Director(s)/ Guarantor(s)/ Partner(s) lose(s) the citizenship of India or acquire(s) the citizenship of any other country, the same has to be advised in writing to the Bank, immediately.

27. Notwithstanding anything contained in the document hereto, the borrower(s) agree(s) and covenant(s)

- To make all payments to its staff, vendors, clients and other persons having dealing with the borrowers electronically except for office petty cash requirements;
- To receive all payments electronically except when cheques drawn on banks which are not on NEFT/RTGS and
- SBI/Creditor can inspect the Books of Accounts and records of the borrowers for verifying the compliance of the aforesaid conditions.

28. The Borrower shall indemnify the Bank against all losses, costs, damages expenses whatsoever that the Bank may incur or sustain by reason of any fraud detected in or in respect of any loan or any other financial assistance granted or to be granted to a group company or group establishment of the Borrower or in respect of any security offered or documents executed in respect of such loan or other financial assistance. For the purpose of this clause, group company or group establishment means a subsidiary company or holding company or associate company or a joint venture or any other similar establishment in which the Borrower is having control, influence or substantial interest.

29. The Borrower agrees that upon the account of the Borrower being categorized as Non Performing Asset (NPA) as per the extant Income Recognition and Asset Classification (IRAC) norms of RBI, the Borrower shall pay interest at the default rate per month on the entire outstanding amount of the loan for the period that the account shall remain NPA. Default rate shall mean the rate of interest over and above the MCLR or others as shall be applicable in case the Credit Risk Assessment (CRA) for an account is the highest (presently interest rate applicable to SB-15) as per norms of CRA linked interest rate applicable in the Bank”.

ANNEXURE - C **REVISED STANDARD COVENANTS**

I. Mandatory Covenants:

M1. The borrower should maintain adequate books of accounts, as per applicable accounting practices and standards, which should correctly reflect its financial position along with scale of operations and should not radically change its accounting system except for the changes mandated by ICAI/Statutory bodies, without notice to the bank.

M2. The borrower should submit to the Bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the Bank as on the date of publication of the borrower's annual accounts.

M3. In case of default in repayment of the loan/advances or in the payment of the interest thereon or any of the agreed instalments of the loan on due date(s) by the borrower, the Bank and/or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower/unit and its directors / partners / proprietors as defaulters/ willful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

M4. The Bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time.

M5. The borrower should not induct into its Board a person whose name appears in the wilful defaulters list of RBI/ CICs. In case such a person is already on the Board of the borrowing company,

it would take expeditious and effective steps for removal of that person from its Board. Nominee directors are excluded for this purpose.

M6. In the event of default in repayment to our Bank or if cross default has occurred, the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests. Cross default will be defined as:

- (a) Default by the borrower to any other bank under Consortium/MBA or
- (b) Default by the borrower's associate/sister concern/subsidiary to our Bank or
- (c) Default by the borrower's associate/sister concern to any other bank.

Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 60 days.

M7. In case of default not corrected within 90 days or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The Bank shall have the right to convert loan to equity or other capital in accordance with the regulatory guidelines. Further, in such a scenario, the borrower agrees to facilitate the process of conversion of loan to equity or other capital. In case of listed company approval of shareholders to be obtained.

M8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and/or management consultants / appoint ASM of the Bank's choice and conduct Stock and Receivable Audits at the prescribed periodicity as per Banks laid down guidelines. Cost of such inspections/ Audits shall be borne by the borrower.

M9. After provision for tax and other statutory liabilities, the Bank will have first right along with other secured lenders as per arrangement of security sharing of the cash flows of the borrower for repayment of amounts due to the secured lenders, in case of payment default to the lenders is not cured within 90 days. (Unless expressly permitted otherwise by any law for the time being in force).

M10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if, the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and/or proposed to be taken. Further, for listed corporates, the borrower will inform the Bank simultaneously along with Stock Exchange(s). For the purpose of this covenant, "substantial effect on their profit or business" would mean adverse variance of 5% or more. In respect of "AA" (includes + and -) and better rated corporates along with PSUs and Central/State Government owned entities, adverse variance of 10% or more shall be applicable.

M11. Effect any change in the borrower's capital structure where the shareholding of the existing promoter(s) (a) gets diluted below current level or (b) leads to dilution in controlling stake for any reason (whichever is lower), without prior permission of the Bank - for which 60 days' prior notice shall be required. In case of Limited Liability partnerships and partnership firms, "promoters" would mean managing partners for the purposes of this covenant.

M12. The borrower will utilise the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines and terms of sanction.

M13. The borrower shall take approval from the bank for any pledge of shares if cumulative pledged shares by the promoter along with Persons acting in concert with the promoter equals or exceeds:
a) 50% of their shareholding in the company; or
b) 20% of the total share capital of the company

M14. I. For non-NBFC Term Loan exposures (> Rs. 50 crores) -

a. Covenants (in relation to the undernoted parameters) (i.e., DSCR, Int. Coverage, FACR, Debt/EBIDTA etc.) are to be stipulated for all term loans and these are required to be tested annually on the basis of Audited Balance Sheet (ABS). Penal interest will be charged in case of breach of any two of the four parameters vis-à-vis values as approved by the sanctioning authority in the sanction note. The penal interest will apply from the day after the date of ABS and shall continue till the breach is cured. Details as under:

Parameters	Benchmark for annual testing of financial covenants	Penalty for adverse deviation:	
DSCR	To be mentioned as per sanction note	Upto 10%	NIL
Interest Coverage Ratio			
FACR		>10%	50 bps p.a.
Debt/EBIDTA			

(b) DSRA to be created as per the Banks terms of sanction, wherever applicable.

II. For NBFCs irrespective of the exposure

Covenants (in relation to the undernoted parameters) (i.e. CRAR, Tier 1 ratio, Net NPA %, TOL/NOF, Liquid assets/Total loan assets, Gross NPA %, Asset Coverage Ratio) are to be stipulated for all loan exposures and these are required to be tested at annually on the basis of Audited Balance Sheet (ABS). The penal interest if applicable, will apply from the day after the date of ABS and shall continue till the breach is cured. Penal interest to a maximum of 50 bps will be charged in case of breach in:

- i. any one of a, b & c
OR/ AND
- ii. any two of d, e, f & g

Details as under:

Sl	Parameters	Prescribed level of financial covenants	Benchmark testing of ratios	Penalty for adverse deviation
a	CRAR	16%	Below the prescribed level or 10% below the approved level	50 bps p.a.
b	Tier 1 Ratio	12%		
c	Net NPA %	5.5%		
d	TOL/NOF		10% below the approved level	
e	Liquid Assets/Total Loan Assets			
f	Gross NPA %			
g	Asset Coverage Ratio			

M15. Each of the following events will attract penal interest/ charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account:

- For the period of overdue interest/instalment in respect of Term Loans and over drawings above the Drawing Power/limit in Fund Based Working Capital accounts on account of interest/devolvement of Letters of Credit/Bank Guarantee, insufficient stocks and receivables etc.
- Non-submission of stock statements within 20 days of the succeeding month on the approved format.
- Non-submission of Audited Balance Sheet within 6 months/9 months in respect of all Central/State Government owned entities after closure of financial year.
- Non-submission/delayed submission of FFRs, QRRs (for listed entities) and QIS (wherein SBI is not the consortium leader), QMRs/Regulatory returns in respects of NBFCs/HFCs, within due date.
- Non-renewal of insurance policy (ies) in a timely manner or inadequate insurance cover.

Non-creation of DSRA at the stipulated time, wherever applicable.

M16. In the event of default, not corrected in 90 days, the Bank shall have the right to securitize the assets charged and in the event of such securitization, the Bank will suitably inform the borrower (s) and guarantor(s). In addition, the Bank shall have the right to novate/assign the assets charged.

M17. The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise. Further, for the purpose of this covenant, "adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested" would mean impact on TNW of the particular entity by 20% or more.

M18. Borrowers to submit Certificate on quarterly basis furnishing details of accounts opened with other banks and Details of investments made in Stock Markets, Mutual Funds, NBFCs, ICDs, Associate Companies, Subsidiaries, Real Estate etc., Due Diligence Report etc.

M19. Borrowers to obtain ECGC coverage on Foreign Bank Guarantee issued, wherever applicable.

M20. Security to be created as per the approved schedule / Banks Approval for delay in creation and perfection of securities is required.

II. Mandatory Negative Covenants :

The Borrower(s) shall give 60 day's prior notice to the Bank for undertaking any of the following activities to enable the Bank to take a view. If, in the opinion of the Bank, the move contemplated by the borrower is not in the interest of the Bank, the Bank will have the right of veto for the activity. Should the borrower still go ahead, despite the veto, the Bank shall have the right to call up the facilities sanctioned.

MN1. Approval of any scheme of amalgamation or reconstruction or merger or demerger.

MN2. Any New project or Scheme of expansion or Acquisition of fixed assets if such investment results in breach of financial covenant(s) or diversion of working capital funds for financing long-term assets.

MN3. Investment by way of share capital or Loan or Advance funds to or Place deposits with any other concern (including group companies). Further, such investment should not result in breach of financial covenants relating to TOL/Adj. TNW and Current Ratio agreed upon at the time of sanction.

MN4. Entering into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction. (This covenant will not be applicable for NBFCs).

MN5. Issuing any guarantee or Letter of Comfort in the nature of guarantee on behalf of any other company (including group companies).

MN6. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default is subsisting in any repayment obligations to the Bank.

MN7. Create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, company, company or persons.

MN8. Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5% of Gross Block may be sold in any financial year provided such sale does not dilute FACR below minimum stipulated level.
(Not applicable for unsecured loans).

MN9. Entering into any contractual obligation of a long-term nature (i.e. 2 years or more) or which, in the reasonable assessment of the Bank, is an unrelated activity and is detrimental to lender's interest. NBFCs shall not enter any contractual obligation except for activities permitted by RBI.

MN10.Change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees etc. except where mandated by any legal or regulatory provisions.

MN11.Any trading activity other than the sale of products arising out of its own manufacturing operations. (Not applicable in case finance is for trading activity only).

MN12.Transfer of controlling interest or making any drastic change in the management set-up including resignation of promoter directors (includes key managerial personnel).

MN13. Opening of Current Account with another bank or a bank which is not a member of consortium/MBA. For credit facility (ies) under sole banking arrangement, borrower shall confine entire business with financing bank. Further, in respect of credit facilities under consortium/MBA, the borrower agrees to offer to the Bank (on a right of first refusal basis) at least pro rata business relating to remittances, non-fund-based transactions including LCs/BGs, bills/cheque purchase, Forex transactions and any interest rate or currency hedging business, Merchant Banking, IPO/FPO, Capital market transactions, Cash Management Product, Vehicle Loan etc.

MN14. Opening of Current Account with another bank or a bank which is not a member of consortium/MBA. For credit facility (ies) under sole banking arrangement, borrower shall confine entire business with financing bank. Further, in respect of credit facilities under consortium/MBA, the borrower agrees to offer to the Bank (on a right of first refusal basis) at least pro rata business relating to remittances, non-fund-based transactions including LCs/BGs, bills/cheque purchase, Forex transactions and any interest rate or currency hedging business, Merchant Banking, IPO/FPO, Capital market transactions, Cash Management Product, Vehicle Loan etc.

MN15. Payment of commission to the guarantor(s) for guaranteeing the credit facilities sanctioned by the Bank.

MN16. Wherever applicable

(a) Change in Machinery/ manufacturer/ cost of machinery

(b) Modification in repayment period of term loans whose weighted average maturity is not extended.

Disbursement of term loan by way of reimbursement of expenditure incurred within one year of date of sanction

MN17. Issuance of BGs with auto renewal clause. (Except in favour of Govt Departments for business purposes)