

Date :

Ref No.

LETTER OF ARRANGEMENT

(To be issued in duplicate)

To
The Director/Partner
Rishinox Buildwell LLP
DLF Galleria Unit – 307,
3rd Floor, Premises No 02-0128
Newtown Rajarhat
Kolkata, Pin: 700156

Letter No.: BR/ADV/21-22/98

Date: 28.05.2021

Madam/Dear Sir,

ADVANCES TO SME SEGMENT

SANCTION OF CREDIT FACILITIES

With reference to your application dated 07/01/2021 requesting us for sanction / renewal of Working Capital Limits and/or Term Loan Limits at existing / enhanced/reduced levels and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities vide RCCC6 resolution no. RCCC6_2020_21_50_12530 dated 20/03/2021 which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexure A & B;

(Rs. In Crores)

SL	FACILITY	EXISTING LIMIT	NEW LIMIT
A)	FUND BASED LIMIT :		
	Term Loan	-	19.85
	Total of Fund Based Limits	-	19.85
B)	NON FUND BASED LIMIT :		
a	Not Applicable	Nil	Nil
	Total of Non-Fund Based Limits	Nil	Nil
	TOTAL LIMIT:	0.00	19.85

(Please furnish particulars of inter-changeability between limits, if any)

- 50% of the proposed equity/USL for the project to be brought up front and disbursements to be allowed on proportionate basis thereafter.
- WBHIRA approved ESCROW account to be shifted to SBI before disbursement of loan.
- Cash Budget to be worked out on monthly basis and the same to be approved by DGM(B&O) before disbursement of loan.
- USL to be interest free, subordinate to bank loan and shall not be withdrawn during the currency of loan.

We are forwarding this letter in duplicate along with Annexure A & B and shall be glad if you return to us the originals duly signed by you and the guarantors in token of having accepted the Terms and Conditions,

below the words "We Accept" appearing at the end of the Annexure and retain the duplicate thereof for your record.

Thereafter, you may call on us with the guarantors, preferably with prior appointment, to execute the documents in this regard.

Assuring you of our best services at all times.

Yours Faithfully,

A handwritten signature in blue ink, appearing to read "J. Uma", is written over a circular stamp. The stamp contains the text "THE BANK OF INDIA" around the perimeter and "12305" in the center.

BRANCH MANAGER

Encl.: Terms and Conditions – Annexure A & B

TERMS AND CONDITIONS

ANNEXURE A

1. Security		Amount in (Crores)	
Limit	Primary Security	Collateral Security	Third Party Guarantee
Fund Based : TL : Rs.19.85	i)Registered Mortgage of all piece & parcel of land measuring more or less than 4.94acre Commercial Residential Plot bearing Survey Number : JL-40, situated at Mouza Kalkapur,JI -No 40, PS : Rajarhat, North 24 Parganas, Kolkata,West Bengal, 700135. ii)Hypothecation of all the current and fixed assets (present and future) relating to construction of residential flats including car parking space of the project.	Nil	Personal Guarantees i)Shweta Jhunjunwala ii) Pankaj Kumar Jhunjunwala

2. PERIOD OF ADVANCE & REPAYMENT TERMS:

Working Capital : N/A. Repayable on demand. The facility which has been sanctioned on is available for 12 months from that date, subject to review every 6 months, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.

Working Capital Term Loan under Guaranteed Emergency Credit Line (GECL): N/A

Term Loan: To be availed within a period of 3 months from the date of sanction.

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

The term loan should be repaid within 61 months out of which There will be a Moratorium period of 44 months from Feb 2021 to Sep 2024. Then the repayment schedule will be as follows:

Quarter ending	Amount (In Crs)	Months
Feb 2021 to Sep 2024	Moratorium	44
Dec 2024	1.50	3
March 2025	3.00	3
June 2025	4.20	3
Sept 2025	4.20	3
Dec 2025	4.20	3
Feb 2026	2.75	2
TOTAL	19.85	61

Working Capital Term Loan (WCTL) : N/A. Repayable on demand. Principal Moratorium -12Months.

Funded Interest Term Loan (FITL) : N/A,

3. RATE OF INTEREST & OTHER SERVICE CHARGES:

Working Capital Term Loan under Guaranteed Emergency Credit Line (GECL) :

Working Capital Term Loan (WCTL) : N/A

Funded Interest Term Loan (FITL) : N/A

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.

Accrued but unapplied interest, if any, shall be governed by RBI's directives on IRAC norms.

iii) Interest rates on facilities extended in foreign currency shall be linked to LIBOR rates.

Penal Rate of Interest applicable beyond Credit period in e-DFS accounts:

	Penal Rate
During Grace Period (15 days)	2.00%
After Grace Period, till the account becomes active	4.00%

Interest on Asset Backed Loans (ABL) : N/A

Term Loan:

Interest on Term Loan at 4.00 % above *EBLR , present effective rate being 10.40 % p.a. with monthly rests against the applicable pricing of 4.00 % above EBLR i.e. 10.65% p.a. for SB-6 rated borrower . Spread to be reset linked to credit rating of the unit on the second anniversary date. Interest to be served during the moratorium period as when applied.

(A concession of 25 bps extended based on the declaration from the company that the penetration of our Home Loan in the funded project would be >30% . In the event the home loan penetration is less than the minimum the concessions will be withdrawn retrospectively)

*External Benchmark Linked Rate (EBLR) will be reset at quarterly intervals.

Accrued but unapplied interest, if any, shall be governed by RBI's directives on IRAC norms.

Interest rates on facilities extended in foreign currency shall be linked to LIBOR rates.

Application of interest in respect of Agricultural Advances shall be in line with the harvesting seasons.

Charges for Non Fund Based facility: N/A

BG Issuance Charges	NA
LC Opening Charges	NA

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 :
 - a) Delayed/non-submission of financial data required for review / renewal of limits
 - b) Delayed/non-submission of annual financial statements / FFR etc.,
 - c) Delayed/non-submission of stock statements
 - d) Non-renewal of insurance policy(ies)
 - e) Diversion of Funds
 - f) 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 / penal 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.

iv)

Details of other charges:

Loan Processing Charges	As applicable Nil for GECL
Upfront Fee	As applicable
Annual review charges for Term Loans	As applicable
Revalidation of Sanction	As applicable
Commitment charges	As applicable
Pre-payment charges	2% of the pre-paid amount.
Facility Fee	As applicable
Inspection Charges	As applicable
Documentation Charges	As applicable
Other Charges, not mentioned above:	<p>Interchangeability between Limits ;0.01% of the limit , Min- Rs 2000/- and Max Rs 50000/- plus GST.</p> <p>Ceding of Charge of Assets : 0.01% of the limit, Min- Rs 2000/- and Max Rs 50000/- plus GST.</p> <p>Approval for Mergers & Acquisitions ; 0.05% of the limit, Min- Rs 5000/- and Max Rs 75000/- plus GST.</p> <p>Substitution of Collateral Security/ Personal</p>

	<p>Guarantees : 0.02% of the limit , Min- Rs 2000/- and Max Rs 50000/- plus GST</p> <p>Release of Personal Guarantee / Collateral Security : 0.03% of the limit , Min- Rs 5000/- and Max Rs 100000/- plus GST</p> <p>Issue of No Objection Certificate : 0.02% of the limit , Min- Rs 2000/- and Max Rs 50000/- plus GST</p> <p>Miscellaneous Approval not specified : 0.05% of the limit , Min- Rs 10,000/- and Max Rs 100000/- (to be recovered only in case of standalone cases for all Miscellaneous approvals together)</p> <p>Non Submission of Stock Statements in Time : Flat penal interest of Rs 1000/- per day of delay.</p> <p>Non Submission Renewal data : Flat Rs 50000/- upto the due date of renewal and flat Rs 100000/- per month thereafter till the date of submission.</p> <p>Non submission of Audted Balance Sheet within 6 months of the closure of Financial year : a. Delay of one month – NIL b. Delay of more than one month – Pricing to go up by 25bps till the Audited Balance Sheet is submitted.</p> <p>Non Submission / Delayed Submission of FFR on due date: Flat penalty of Rs 5000/- for each day of delay beyond due date of submission.</p> <p>Non renewal of insurance policy (ies) in a timely manner or Inadequate insurance cover: Flat penalty of Rs 200/- for each day of delay beyond due date.</p> <p>Diversion of fund : 2% p.a. on the entire outstanding till such time the position is rectified.</p> <p>Irregularity in cash credit account : 5 % p.a. on the irregular portion for the period of irregularity.</p> <p>Equitable Mortgage Charges : Rs 50000/- plus GST (Maximum of 5 recitals only. Beyond 5 recitals, Rs 5500/- per recital to be recovered)</p> <p>Registered Mortgage : Rs 10000/- flat charge.</p>
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1. **MARGINS:**

SL.	ITEM	MARGIN (IN %)
A	FUND BASED LIMITS	
a	Raw Materials : Imported	0.00%
b	Raw Materials : Indigenous	0.00%
c	Semi-Finished Goods	0.00%
d	Finished Goods	0.00%
e	Components / Consumables / Spares (For CC Limit)	0.00%
f	Domestic Receivables	0.00%
g	Export Packing Credit	N/A
h	Term Loan	N/A
B	NON-FUND BASED LIMITS	
a	Letters of Credit	N/A
b	Bank Guarantees	N/A

2. **TENOR / RETENTION PERIOD OF BILLS:**

90 days. The cover period of 90 days for Receivables would be extended only in respect of buyers other than associate / sister concerns. Receivables beyond 90 days will not be reckoned for computing Drawing Power. Drawing Power will also not be available on unpaid stocks.

3. **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, 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. The machinery to be purchased out of the Term Loan, if any, to be insured for the full market value or original cost of the machinery, whichever is higher. Likewise all the renewals of the policies should also be effected /done by the Borrower at all materials.

The borrower shall always be responsible to ensure that the insurance policy in respect of the hypothecated assets remains valid till all the dues of the bank are repaid and to keep such insurance policy renewed each year.

The bank shall not be liable for any consequence arising from non-renewal of insurance in any year even if the bank has in any previous year renewed the insurance of the hypothecated assets by debiting the borrower's account for failure of the Borrower to renew such insurance policy.

4. **CREDIT GUARANTEE COVER:**

- 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.
- Post-shipment policy of ECGC with buyer-wise limits for non-L/C exports to be obtained by you at your cost, if applicable.
- ECGC officials have the right to inspect the Unit, if considered necessary.
- Credit Guarantee under CGTSI Scheme to be covered, wherever applicable.

5. **STOCK STATEMENTS:**

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.

6. INSPECTIONS:

The Bank's officials / inspectors are to be permitted in the factory / business premises as and when required to inspect the stocks / books / equipment. Where the premises are leased / hired, necessary approvals to the effect from the Lesser, if any required, are to be obtained. 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 you.

7. VALUATION OF INVENTORY:

ITEM	TO BE VALUED AT
Imported Raw Material	Landed cost (i.e., invoice value plus Customs Duty but excluding Sales Tax and demurrage, if any) or market price, whichever is lower
Indigenous Raw Material, packing materials, consumable stores and spares	Invoice price or market price or Govt. controlled price, whichever is the lowest
Semi-Finished Goods and Finished Goods	Cost of Production or Selling Price or market price or Govt. controlled rates, whichever is the lowest

8. SECURITY DOCUMENTS:

The following security documents shall be executed by you and the Guarantors:

- a. Agreement of Loan-cum-Hypothecation
- b. Guarantee Agreement
- c. Mortgage documents
- d. any other documents as may be required by the Bank

9 . OPEN TERM LOAN: NA

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)
 - ii)
- b) The said facility is to be availed within N/A 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.
- c) 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 draw down for each sub-limit or loan in the facility.
- g) The Bank may club together the repayment of the installment 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 installment for each purpose of drawl.
- 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) NA
 - ii) NA

TERMS & CONDITIONS

ANNEXURE B

- a) Disbursement will be made only after completion of security documentation and formalities in respect of mortgage creation / extension. In respect of companies, in addition to these two requirements, charge to be filed with the Registrar of Companies within the prescribed period for creating a charge in favor of the Bank.

- b) Drawings in the account will be regulated on the basis of Drawing Power computed as per the latest Stock Statement.
- c) 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.
- d) 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.
- e) 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.
- f) The Unit should submit provisional financial statements within one month and audited financial statements within three months from the date of closure of the accounting year. The returns submitted to the Sales Tax and Income Tax authorities should also be submitted to the Bank.
- g) The Unit should confine their entire business including foreign exchange business to us.
- h) The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
- i) The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.
- j) 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.
- k) 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.
- l) 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.
- m) After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of installment under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
- n) The proprietor / partners / directors should not withdraw the profits earned in the business / capital invested in the business without meeting the installment(s) payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.

- o) 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.
- p) The Bank's name board(s) should be displayed prominently or painted on the machines pledged / hypothecated to the Bank and / or in the premises where the machines are installed and a list of such assets should also be displayed in the Unit.
- q) 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 favor 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.
- r) 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.
- s) In respect of Working Capital Limits of Rs. 10 crore and above, Financial Follow-up Report (FFR I) should be submitted at quarterly intervals within 52 days from the close of relative quarter. FFR II (Half-yearly Operating Statement) should be submitted at half-yearly intervals within 67 days from the close of the relative half-year. Non-submission of the statements will be construed as non-compliance of the covenants.
- t) A charge of Rs NA/- will be levied per branch allocation in respect of limits allocated to other branches of the Bank.
- u) In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs. 50000/- + GST@18% will be levied.
- v) Processing charges :
- a) Edfs Facility : N/A
 - b) Cash Credit Facility : N/A
 - c) Asset Backed Loan : N/A
- w) 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.
- x) Next renewal/review of the above facilities is due on 25/02/2022. The Unit is required to submit financial data one month before the due date.
- y) In respect of Term Loans, enhanced rate of interest is payable under the following circumstances:
- a) Non-payment of interest / installment
 - b) Cross default
 - c) In case of adverse deviation in respect of any of the following three financial parameters ,arrived at based on audited financial statements each year , from the estimated/projected levels accepted at the time of sanction /last review , will attract enhanced interest :

i) DSCR ii) Interest Coverage Ratio iii) FACR

z) In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be covered under the Group Insurance Scheme.

aa) In case of a 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:

- I. Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
- II. Authority in favour of Directors / Authorized Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
- III. Authority in favour of Directors / Authorized 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.
- IV. Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
- V. Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.
- VI. 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 Companies 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.

ab) During the currency of the Bank's credit facilities, the Unit / Guarantors will not, without the Bank's prior permission in writing:

1. Effect any change in the Unit's capital structure.
2. 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. Implement
3. any scheme of amalgamation or reconstruction. Formulate
4. 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. Invest by
5. borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person. Enter into
6. guarantee obligations on behalf of any other company, firm or person. Undertake

7. 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.
8. Effect any drastic change in their management setup.
9. Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.
10. Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.
11. 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, firm or person.
12. Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
13. Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.
14. Open any account with any other bank. If already opened, the details thereof is to be given immediately and a confirmation to this effect given to the Bank.

ac) The following particulars / documents are to be furnished / submitted to the Bank:

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

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

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

ae)

- I. 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.
- II. 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.

- af) During the currency of the credit facilities, if there is any change in the nationality of the Borrower(s)/ Guarantor(s) or any individual Borrower(s) /Directors(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.
- ag) Current account maintained with other than Lending Bank should be closed immediately . Penal interest @ 5% pa will be imposed for non closure of the same A/c.
- ah) The dealers will route the credit proceeds of the goods sold by them, if any ,through the loan account .The amount received on account of sales relating to any invoices shall be credited immediately (in the e-DFS account), without any delay, notwithstanding the availability of credit period and/ or grace period". In case dealer does not deposit invoice wise sales in the e-DFS account it may be treated as diversion of funds and penal interest of 0.50% p.a. will be charged to the e-DFS account
- ai) The Borrower will obtain No Objection Certificate from SBI Branch in respect of each residential flat, before issuing NOC on behalf of the Customer for availing Loan from other Bank, Financial Institution willing to sanction Housing Loan. Right of first refusal in retail housing loan will rest with us.
- aj) The borrower shall not withdraw the capital without prior approval from the Bank.
- ak) Negative Lien on the proposed unsold flats by bank.
- al) The Unit shall obtain all risk insurance policies during the period of construction, and assign the same to the bank. A copy of this insurance will be kept on Banks record.
- am) The bank will have the right to accelerate the repayment schedule based on actual cash flow of the project to be monitored through escrow account.
- an) The Unit has to arrange for tie-up of home loans for its prospective buyers and the Bank will have the right of first refusal towards home loans.
- ao) The Unit shall quarterly submit cash budget along with Architects Certificate evidencing the stage of construction and Chartered Accountants certificate for cost of project and means of finance.
- ap) The disbursement will be effected in stages as per cash budget. The Unit should not utilize the cash flow generated from this project for any other purpose till liquidation of our entire loan.
- aq) Any shortfall in estimated advance booking money from buyers should be brought in by promoters by way of unsecured loans to ensure that the ongoing construction work is carried out as per schedule. Similarly, any surplus/excess in advance from customer will be considered as a part of promoters contribution. A suitable undertaking to be submitted to that effect by the Unit.
- ar) All statutory compliances/ approval for construction to be produced before the release of the loan. The developer(s) have to upload the information of Banks charges on the project site in HIRA website also.
- as) Architects certificate evidencing stage of construction should be produced.
- at) The borrower has to submit a Chartered Accountants certificate for amount already spent on the project / infused.
- au) The Unit shall give an undertaking that the Fund flow from identified receivables of the proposed projects to be regulated through Escrow Account maintained with us for the project.

av) The Unit should give an undertaking that if advance booking is less than as projected in cash flow, the promoters will infuse the additional funds to the extent advance bookings are short.

aw) 50% of the proposed equity/USL for the project to be brought up front and disbursements to be allowed on proportionate basis thereafter.

ax) USL to be interest free, subordinate to bank loan and shall not be withdrawn during the currency of loan.

ay) The lender shall have the right to appoint Lenders Independent Engineer (LIE) for Quarterly inspection during the implementation period and till repayment of entire outstanding loan, the expenses of which shall be borne by the borrower.

az) DSRA equivalent to 3 months instalment & Interest to be built up before full disbursement during moratorium period.

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 and scale of operations and should not radically change its accounting system 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 installments 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/wilful 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/MBAOR

(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 30 days.

M7. In case of default not corrected within 60 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.

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 of the Bank's choice. Cost of such inspection 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 on the profits of the borrower for repayment of amounts due to the secured lenders, in case of payment default to the lenders is not cured within 30 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.

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

M13. Promoter's shares in the borrowing entity should not be pledged to any Bank/NBFC/Institution without our prior consent.

M14. For Term Loans (> Rs 50 crores) - 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 three parameters vis-a-vis values as approved by the sanctioning authority in the sanction note at the following rates. The penal interest will apply from the day after the date of ABS, and shall continue till the breach is cured. (Not Applicable)

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:

a. For the period of overdue interest/installment 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.

b. Non-submission of stock statements within 20 days of the succeeding month.

c. Non submission of Audited Balance Sheet within 8 months of closure of financial year.

d. Non submission/delayed submission of FFRs, wherever stipulated, within due date

e. Non-submission of review/renewal data at least one month prior to due date.

f. Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover.

M16. In the event of default, or where signs of inherent weakness are apparent, 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 10% 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.

M 20. Security to be created as per the approved schedule. / Banks. Approval for delay in creation and perfection of securities is required. (Maximum period 12 months).

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 call up the facilities sanctioned.

MN1. Formulation 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, firm 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.

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.

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.

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

MN13. Repay monies brought in by the promoters/directors/principal shareholders and their friends and relatives by way of deposits/loans /advances. Further, the rate of interest, if any, payable on such deposits/loans/advances should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of instalments to term loans granted/deferred payment guarantees executed by the Bank or other repayment obligations, if any, due from the borrower to the Bank.

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

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

OTHERS:-

1. "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.

2. "The borrower unit hereby agrees that it shall not induct on its board a person whose name appears in the list of willful defaulters and in case such person is found to be on its board, it would take expeditious and effective steps for removal of such person from its board. It is further agreed that in the event of failure of the borrower unit to remove a person whose name is found in the list of willful defaulters from the board, the Bank may at its sole discretion treat the same as an event of default and may call up the advance or the facilities as granted by the Bank."

We accept

Borrower(s)

Guarantor(s)

PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S)

PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)

Note: Self attested passport size photographs of the Borrowers and the Guarantors to be affixed.