



GSTIN/UIN: 08AAECM8357R1ZJ CIN No. U45201RJ2006PTC022881 TIN No. 08494752604

## DECLARATION

This is to certify that we had taken project loan from State Bank of India on our project **MOJIKA ULTIMA PHASE II** situated at Khasra No. 59 to 68, 69/213, 71 to 74, Village – Chak Saligrampura, Tehsil – Sanganer, Jaipur - 303905

Place: JAIPUR

Date: 27.09.2019

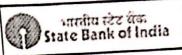
For MOJIKA REAL ESTATE AND DEVELOPERS PVT LTD

For Mojika Real Estate & Developers Pvt. Ltd.

Ganga Sanay Sharma

(Authorized Signatory)

Authorised Signatory



SME Church Road Branch [04080] Floor, Anukampa Tower, Church Road Jalpur- 302001.

Fax 0141-2367656 IP Ph.: 303301

## LETTER OF ARRANGEMENT

(To be issued in duplicate)

To, BORROWER:

Telephone

0141-2367278

GUARANTORS:-

M/s Mojika Real Estate and Developers **Private Limited** Address: 704, 705, 706 Kailash Complex , 7th Floor Lal Kothi Jaipur 302015

Sh Durga Prasad Agarwal s/o ShSohan Lat Address: D 76, Ghiya Marg Bani Park, Jaipur Pin: 302016

Sh Nagar Mal Agarwal s/o Sh Sohan Lal Agarwai Address: F No. 105 Usha Niketan-78 Ghiya Marg, Bani Park, Jaipur Pin: 302016

Letter No. SMECRJ 2017-18/ DOC/RE/05

Date: 28.09.2017

SME-1

Dear Sirs

M/S MOJIKA REAL ESTATE AND DEVELOPERS PRIVATE LIMITED SANCTION OF PROJECT SPECFIC TERM LOAN LIMIT OF RS. 22.00 CRORE FOR THE ULTIMA PROJECT

With reference to your application dated 14.07.2017 requesting us for sanction of Project Specific Term Loan for Residential Project named in style of "Ultima" located at Khasra No 59 to 68, 69/213, 71 to 74 Gram- Chak Saligrampura, Tehsil Sanganer and subsequent correspondence/discussions in this regard, we have pleasure in advising that the competent authority has Sanctioned Rs 22.00 Cr for the project, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexures A, B and C.

|   | Limit (Rs in Cr) |
|---|------------------|
| S no Facility                                     |                  |
| - I Deced Limite                                  | 22.00            |
| a Project Specific Term Loan (The Ollina project) | 22.00            |
| Total of Fund Based Limits                        |                  |
| B. Non-Fund Based Limits                          | Nil              |
| Nil   | 22.00            |
| Total Limits                                      |                  |

- The relative covenants and other terms and conditions governing the conduct of facilities mentioned above are contained in the Annexure A.B and C. We request you to return to us the duplicate copy of this letter along with the Annexure, duly signed by such authorized Official (s) / Partner(s) of the Company as are empowered to accept the said terms and conditions on behalf of the Company
- 3. The above limits have been sanctioned to M/s Mojika Real Estate and Developers Private Limited, in addition to the terms and conditions as contained in the Annexure A,B and C subject to the following conditions:
  - ECR for full banking exposure to be obtained
  - 2. Audited Balance Sheet as on 31.03.2017 to be submitted by 30.09.2017 other wise penal interest
  - TOL/TNW to be maintained at below 7 by March 2018 by the Company
  - Undertaking to be given by the promoters that the
    - a. Unsecured Loans taken by the Company will not be withdrawn during the currency of the

project loan. USL level of 31.03.2017 to be maintained by the Company

USL will not bear any interest and penal interest will be chargeable in case of any deterioration from March 2017 level.

For his Faa Real Estate & Developers (P) Ltd.

For Mojika Real Estate & Developers Pvt. Ltd.

Quanga **Authorised Signatory** 

- 5. All advance money/ customer receipts received by the Company for the project to be invariably credited to the ESCROW/RERA complied account with our Bank.
- 6. Disbursement will made as per the cash budget basis and after obtaining satisfactory report from approved valuer and CA certificate and the same will commence only after creation of mortgage and all other formalities to the satisfaction of bank.
- SBI will have the right of first refusal for Housing Loans to be sanctioned in the current project.
- 8. All the statutory approvals have to be submitted to the Bank before disbursement.
- 9. Equity infusion of Rs 0.65 Cr to be brought in by the promoter during the current year. The proposed equity to be brought in as per signed CMA submitted for sanction.
- 4. Please arrange to adopt a resolution for availing of credit facilities from the bank and forward to us a certified copy thereof for our record. We may add that resolution of the Company should Inter-alia contain the following particulars:-

Acceptance of terms and conditions of Credit Facilities sanctioned to the Company.

Authority in favour of Officials / Directors to execute the documents for availing of the facilities, arranging for filing of documents with Registrar of Companies for creating charge on assets of the

3.Affixation of Common Seal of the Company on documents and vesting of authority to witness the Common Seal.

We are forwarding this letter in duplicate along with Annexures 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 Annexures and retain the duplicate

Mour

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

at all times Assuring you of our best

Yours faithfully,

amajumo Chief Manager

Encls: Terms and Conditions of Annual Lures A , B & C.

Director

For Mojika Real Estate & Developers Pvt. Ltd.

**Authorised Signatory** 

Garnga

## A. SECURITY:

|                                | Project Specific Term Loan under Banks Large and Private Builder Scheme   |
|--------------------------------|---|
| FACILITY                       | Project Specific 19111  |
| Tehsil Sanga<br>(ii) First and | curity  Exclusive Hypothecation Charge on Cash flow and the Complete Receivables of the na" project Tocated at Khasra No 59 to 68, 69/213, 71 to 74 Gram-Chak Saligrampura, aner.  Exclusive charge in the form of equitable mortgage of the Land and Building being Exclusive charge in the 59 to 68, 69/213, 71 to 74 Gram-Chak Saligrampura, Tehsil at located at Khasra No 59 to 68, 69/213, 71 to 74 Gram-Chak Saligrampura, Tehsil s a part of the project "Utilma" |

## (iii) GUARANTEE

| I) GUARANTEE               |   |
|----------------------------|---|
| FACILITY                   | GUARANTEE La Canada La  |
| Project Specific Term Loan | Sh Durga Prasad Agarwal s/o ShSohan Lal   |
| Project Specific Term 25   | Address: D 76, Grilya Mary  |
|                            | Bani Park, Jaipur   |
|                            | Pin: 302016 Sh Nagar Mai Agarwai s/o Sh Sohan Lai Agarwai Sh Nagar Mai Agarwai s/o Sh Sohan Lai Agarwai |
|                            | Sh Nagar Mal Agarwai 8/0 Sh Niketan-78  |
|                            | Address F No. 100 Usita Hindus  |
|                            | Ghiya Marg, Bani Park, Jaipur   |
|                            | Pin: 302016   |

| (IV) RATE OF INTEREST | 1 MCLR (1 year MCLR = 8.00%) with a  |
|-----------------------|--|
| Facility<br>Term Loan | Interest at 4.60% above 1 year MCLR (1 year MCLR = 8.00%) with a minimum of _12.60 %_p.a, subject to yearly reset. Interest will be applied in the account at monthly rests. Present effective rate: 12.60 %_plied in the account at monthly rests. Present effective rate: 12.60 %_plied in the account at monthly rests rate is directly linked to the Credit p.a, wherever expedient, interest rate is directly linked to the Credit p.a wherever expedient, interest rate is directly linked to the Credit p.a. Therefore effective rate proved concession of 0.60% on the card rate. Therefore effective rate will be 4.00% above 1 year MCLR i.e. actual effective 12.00% p.a. Presently.  Bank shall at any time and from time to time be entitled to vary the spread based on the Credit Risk Assessment of the borrower and the MCLR at its discretion. |
| Upfront Fees          | MCLR at its discretion.  Accrued but unapplied interest, if any, shall be governed by RBI's directives on IRAC norms.  1.10% of the loan amount. Rs 24,20,000/- plus GST. Competent authority has approved a concession of 20%. Therefore an amount of Rs 19,36,0000/- will be recovered.  |

#### B Margin:

| B. Margin:-   |  | Proposed Company as  |  |  |
|---------------|--|--|--|--|
| Term Loan     | Existing   | An amount of Rs 23.56 Cr is to be brought in by the Company as margin for the project in the form of Equity and USL. Any escalation margin for the project in the form by the promoter.  |  |  |
| Margin        |  | margin for the project in the form of Equity and of the project cost will be borne by the promoter.  |  |  |
|               |  | in the project cost will be borne by Nil   |  |  |
| Receivables   |  | 0.93   |  |  |
| DebV Equity   |  | 10 miles (10 mil |  |  |
| Basis of valu | ation:   | NA NA  |  |  |
| Stock         |  | NA NA  |  |  |
| Book Debts    | ECGC Cover   | Not applicable   |  |  |
| C.            | The second secon |  |  |  |
| D.            | Rate of Interest   | Ierm Loan. Interest at 4.60% above 1 year MCLR (1 year MCLR = 8.00%) with a minimum of 12.60 % p.a, subject to yearly reset. Interest will be  |  |  |
| in a Durkla   | real Estate & Developer  | STILL OF THE STATE |  |  |
|               | Word   | Mand Sutsons   |  |  |
|               | Marral   | Director   |  |  |
| 1             |  | И  |  |  |

For Mojika Real Estate & Developers Pvt. Ltd. Gonng9

|              |  |  |  |  |  | fective rate 12.60 linked to the opriate authority te. Therefore ef-                                 | ,                       |
|--------------|--|--|--|--|--|--|-------------------------|
|              |  | fective rate                                   | will be 4.0<br>a. Present  | 0% above 1 yearly.   | MCLR i.e.  | actual effective   |                         |
|              |  | enread ba                                      | sed on the   | Cledit trian y   | 44.  | f the borrower and   |                         |
|              |  | discostives.                                   | OR IKAL II   | Olliio.  | 41 4-  | time he entitled it  | , ,                     |
|              |  | b  | orrower an   | d the MCLR at if   | s discretion.<br>est, if any, s                  |  | 1                       |
| E.           | Period of  | F  | RBI's directi  | ives on in one   |  | ind of 64 months   | s                       |
|              | advance and<br>Repayment<br>Schedule/<br>Validity of<br>Sanction | Schedule<br>The fac<br>period for<br>date of s | e in Point Notifity has been accepting sanction i.e.   | to. F below<br>been sanctioned<br>g enhancement<br>up to 03.03.20  | on 04.09.  sanction is  sanction is  sanction is | 2017. The validity<br>s 6 months from the  | of<br>ne<br>ata         |
|              |  | & other physica submitted                      | data required at the second at | al progress of pompany. The aganks extant ins  | roject with e<br>annual review<br>tructions.     | estimation of same<br>ew charges will  | be                      |
| F.           | Disbursement<br>Schedule/  | The to   | entative di<br>ash budge   | sbursement / re<br>drawn out at th   |  | ent schedule as pe<br>anction is as  | "                       |
| 8            | Schedule.  | belov  | v:   | i i  | Y .  | Amount to be   |                         |
|              |  |  | uarters  |  | 1  | disbursed<br>Rs in Cr  |                         |
|              |  | ssi I In                                       | Ju - Sent  | ember 2017   |  | 5.00   | - 11                    |
|              |  | - 110  | ctoher-De  | cember 2011  |  | 3.00   |                         |
| * - X        |  | Ja   | anuary-Ma  | arch 2018  |  | 2.00   |                         |
|              |  | A  | pril-June  | mber 2018  | 1  | 1.00   |                         |
| 100          | w 12., with 1 19.  | 1115   | Jly-Septe  | ecember 201  | 8  | 1.00   |                         |
|              |  |  | Ctoper- L  | arch 2019  |  | 2.00   |                         |
| 14. 变形。      |  |  | anuary w<br>pril-June  | 2019   |  | 2.00   | 1                       |
| <b>克勒斯</b> 亚 |  |  | otal   | 20.0   |  | 22.00  | , 1                     |
|              |  | bud<br>pro<br>dis<br>sta<br>Va<br>Ho<br>co     | dget submogress in sbursemen atus of apluer along owever dispussements on the construction of the construc | implementation implementation implementation implementation improved improved implementation imp | on of the a port from I cate.                    | on the basis of one of sanction as project. The acctual progress madependent Engineral vary as per a | ctual<br>nade,<br>neer/ |
|              | nat  |  | torium   | o door tenor allowed for the onstruction.  | g loui, io                                       | n is 54 months.) months, which is  | s the                   |
|              | Repayment<br>Schedule  |  | S<br>No  | Quarters   |  | Repayment<br>Amount<br>( Rs in Cr)   | 2.75                    |
|              |  |  | 1  | April-June 2   | 020  |  | 2.75                    |
| 3.34         |  | X. 77  | 2  | July- Septer   | mber   |  | 2.10                    |
| re dejka Re  | eal Estate & Devoluce  | :(P)LU.  | 7  | World  | 1 -  | Sign   | )                       |
|              | 11/11/   |  | V  | Try f  | -  |  | 7                       |

Mill Director

For Mojika Real Estate & Developers Pvt. Ltd.

|                                       | The state of the s |            | 2020   | 2.75   |
|---------------------------------------|--|------------|--|--|
| HOLE 6 19 17                          | The said the said to   | 3          | October-December   | 2.13   |
| 1981                                  | Control of the Control   | 1          | 2020   | 2.75   |
| 38 2 30                               | 7,000  | 4          | January- March   | 2  |
|                                       |  | 17         | 2021   | 2.75   |
| 190                                   |  | 5          | April-June 2021  | 2.75   |
| 6                                     | 24 10 10 10 10 10 10 10 10 10 10 10 10 10  | 6          | July-September   |  |
|                                       | 200  |            | 2021   | 2.75   |
| 1 6 2 20                              | 3  | 7          | October-December   |  |
| 150                                   | Sant Company   |            | 2021   | 2.75   |
| 21 5 5 5                              | A 177 19 19 19 19 19 19 19 19 19 19 19 19 19   | 8          | January-March  |  |
| 44 7 7 1                              | 14 11 11 11 11 11 11   |            | 2022   | 22.00  |
| 76 1                                  | 14 10 1  |            | Total  |  |
| 1                                     | 200  |            | ents will fall due in the last   | day of the quarter.  |
| 7                                     | 21 4 35  |            |  |  |
| 4                                     | 1 1 2 1 2 1  |            |  |  |
| 24 4 4                                |  |            |  |  |
| 25                                    | 100  |            |  |  |
| Burn Barry                            | 3 /  |            |  |  |
|                                       |  |            |  |  |
| 44 W.                                 | 25   |            |  |  |
|                                       |  | 1          | Les etante winds   | - CO well be diveil at 11  |
|                                       |  | proceed    | an account itself and Bank   | shall have first right over sing   |
|                                       | 11/28 1/2  | FSCRO      | W account for servicing  | of interest and marking ent. Residual amount will be rower.  |
|                                       |  | necess     | ary DP marked for repayme  | ower.  |
|                                       |  | allowed    | ary DP marked to report<br>to be withdrawn by the Bon<br>he Banks extant instructions. |  |
|                                       | Release of limits  | As per ti  |  |  |
| G.                                    | 14   |            | - Imple  | ementation stage & quarterly   |
|                                       | Inspection   |            | Ouarterly at Imple   | t by Branch/ RMME Team or at and size of inspection may be   |
| н.                                    |  | 1          | thereafter for standard appro-   | y and size of inspection may be<br>Rank's discretion. At least one   |
| 4                                     | 1 4.5  | 1          | shooded any time at the  | A core out of four   |
| 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2  |            | asset verification from outsi  | de approved agencies out of four<br>by Branch during the financial   |
| £ 1 34 2                              |  | 1          | quarters will be allonged  | J)   |
| 4 6 7                                 | 1 200  |            | year.  | and by Bank Empanelled   |
| 34 - 37                               | 144 464  | 7          | o Inspection to be   | the Bank's extant instructions.  |
| 1 3 %                                 | 1 2 2 2 2 2 2 2 2 2  |            | The Bank's official  | s / inspectors are to be permitted   |
| 1 1000                                | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  |            | in the business premises   | as and when the premises are   |
| 8 1 3 a T                             |  |            | the stocks / books / but   | to the effect from the   |
| 4 17 3                                | 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2  | 3          | leased / hired, necessary  | applications All assistance to   |
|                                       |  |            | Lessor, if any requires, as  | nk's officials in conducting and   |
| 146                                   |  | Ä          | completing such inspection   | ons smoothly. Necessary remedial prectify any shortcomings, if any,  |
| 100                                   |  | 9          | steps also to be taken to  | or rectify any shortcomings, if any, or rectify any shortcomings, if any, or rectificals. The cost of such       |
| 3.4                                   |  | ii.        |  |  |
| 909. 2                                |  | 7          | inspections shall be bottle  | , 5) 105.  |
| 12 May 19                             | 11、美国、美国   | <i>[</i> ] | to the Ran   | ik should always be fully insured by ing, riots, strikes, floods, cyclones,                                      |
| -                                     | Insurance  | All the    | assets charged to the bar  | ing, riots, strikes, floods, cyclones, and other natural calamities, etc   |
| L.                                    | . 1 . 2 . 36   | the B      | makes, civil commotion,  | and other natural calamities, etc. a Insurance Co. approved by the   |
| 43/2                                  |  | avcer      | of theft and buildiary, will   | the design at your cost for  |
|                                       |  | Bank       | in the joint names of the  | higher The policies  |
| 3 77                                  | 193 A. J. Zee  | full m     | arket value or bank s inten  | " " Deale The policies should be   |
| A 4043                                | TO DO THE  | 1 1 cov    | er notes should be loaged .  | the advance in the event   |
| 1 9 9 9                               |  | Lant       | alive (current) during and   | the simble that not be bound to  |
| 1000                                  |  | of no      | n-compliance, and surance  | cover (including theft and burglary) it to your account. The machinery to  |
|                                       | 3 - 1 - 1 - 1  | 00 00      | reguired by the Bank by dec  | to be incured for the full   |
|                                       |  | han        | urchased out of the fermi  | whichever is higher.   |
| 79.73                                 | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  | mark       | et value or original cost o  | oan, if any, to be insuled to higher. I the machinery, whichever is higher. The policies should also be effected |
|                                       | 1 2 19   |            |  |  |
| 1 7 3 2 2                             | 1 1 3 W 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  | / Idon     | e by the Borrower at all ma  | iterials.  |
| 1.0057450                             | N 34 10,000  |            |  | 1  |
| 031                                   | cjila Real Estala & Cave   | Show his   | 01   | 1 -  |
| 100                                   | Mar  | 1          | Moul   | 11 July  |
|                                       | 11/-1/   | VI         | March  | 1  |
|                                       | Inn  | Dire       | ,101   |  |
|                                       |  | *          |  |  |

| J.          | Pollution<br>Control /<br>Statutory<br>approvals | The Company will ensure that all pollution control norms are complied with. Copy of all valid P.C.B. certificates / NOC of all its plants to be furnished to the Bank. Company will ensure to comply with all statutory norms & submit the approvals obtained thereof.  All requisite statutory approvals required for undertaking the project to be obtained from respective authorities & to be submitted to Bank.  Company to submit Quarterly Cash Flow Statement along with  |
|-------------|--|---|
| к.          | Statements to be submitted                       | Quarterly Progress Report on the Project for monitoring and ensuring regular repayment of debt obligations of Company Monthly report of sold/ unsold inventory/ flats to be provided.   |
| L.          | Commitment<br>Charges (FBWC<br>Limit)            | Not Applicable  |
| М.          | Commitment fees<br>(Term Loans)                  | As per Bank's extant instructions.  |
| O. (i).     | Prepayment charges  Processing fees              | 2.00 % of the pre-pald amount.  Exemptions:  i. No charges will be levied on floating rate term loans sanctioned to Individual borrowers.  ii. In case of MSME borrowers, the charges will not be levied in the following cases:  a. Fixed rate loans up to Rs 50 lacs.  b. Floating rate loans (MSME borrowers: Borrowers having bank loans up to Rs.5 crore per borrower / unit to Micro and Small Enterprises engaged in providing or rendering of services and defined in terms of investment in equipment under MSMED Act, 2006)  iii. In addition to above, Pre-payment charges will not be levied  a. In case payment has been made out of cash sweep/ Insurance proceeds  b. Payment at the instance of lenders.  c. Loans prepaid out of higher cash accruals from the project / refinancing under 5/25 on the date of refinancing / equity infusion by promoters. |
|             | Working Capital  Bank Guaranteel                 | As per Bank's extant instructions   |
| iii)<br>iv) | Letter of Credit<br>Fees & Charges               | a) Inspection charges- As per Bank's extant instructions     b) Other Exchange / Commission; As per Bank's extant instructions  |
| <b>v</b> )  | Documentation<br>Charges                         | Flat fee of Rs.22,000/+ GST = Rs 29,560/-   |
| P.          | Other Fees                                       | ➤ Equitable Mortgage Fee: Minimum of Rs.50,000/= + GST@18%= i.e Rs. 5900/= For 5 Recitals + Beyond 5 recitals, Rs 5000/- per recital + GST Total Rs. 50,000/- + GST Other charges have been mentioned later.  |
| Q.          | Enhanced / Penal rate of Interest                | As per standard covenant as per Annexures The Bank shall also be entitled to charge at its discretion, enhanced interest rates on the accounts either on the entire outstandings 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.  |
| R.          | Tenor/ Retention<br>Period of Bill               | Not applicable  |
| S.          | Financial Follow-<br>up / FSMTL<br>reports.      | FSMTL-1 at quarterly intervals, to be submitted by the Company. (A per Bank Format.) Cash Budget to be submitted on monthly basis along with list of sol and unsold flats.  The Company will submit an undertaking that unsecured   |
| Г.          | Other critical covenants                         | <ul> <li>The Company will submit an undertaking that shocked loans will not be repaid during the currency of the loan.</li> <li>The Company and the guarantors will submit an undertaking that shocked loans.</li> </ul>  |

For Mojika Real Estate & Developers (P) LLA

Houry

Seiser

For Mojika Real Estate & Developers Pvt. Ltd.

|                           |                            | after completion of documents  2 TIR's & 2 Valuation reports of offered as primary/ collateral is Bank's empanelled Advocate/ the Company.  The Company to accept the Reform willful defaulters.  The Company will sign a CDF formatted under CDR scheme.  Future expansions, if any, wo Company only after meeting in Bank's loan and after the confundertaking will be obtained.  As per RBI Guidelines dated Unconditional Cancellability in this connection, we Company Bank reserves the absolute refully or partially) unconditions.  a. in case the limits / part of the Company, and / or in case of accounts in any manner what compliance of terms and compliance of terms and compliance.   | m would be paid by the directly or indirectly. Cessions will be extended only then and mortgage formalities of mortgaged properties ecurities will be obtained by Valuer& cost will be borne by  BI / CIBIL disclosure clause  It agreement with the Banks as a in case of need.  In case of need.  In the bank is suitable  27th June 2007 on Basel II  y Clause has been introduced. In the cancel the limits (either all without prior notice)  Ilmits are not utilized by the deterioration in the loan tase of non-dittons of sanction. |  |
|---------------------------|----------------------------|--|--|--|
|                           |                            | b. The Company will undertake<br>same to the bank  | ECR each year and submit the   |  |
| U.                        | Security<br>Documents      | M/s Mojika Real Estate and Develop<br>Guarantors shall execute the securit   | ers Private limited and<br>y documents as stipulated by  |  |
| v.                        | Registration of<br>Charges | the Bank.  Charges created in favour of the Bar Registrar of Companies within 30 da documents.   | lys from the date of execution of  |  |
| W.                        | Validity of pricing        | Term Loan: One month. The Compa  | ı  |  |
|                           |                            | (Acceptance of terms and conditions of processing charges shall be deer  | ned to be availment of saliction   |  |
| x.                        | NOC                        | I awayet has been worked out   | proportionately on per square  |  |
|                           | - X                        | feet basis. Depending upon the slze/ area of the apartments sold, the NOC amount has been worked out on per flat basis. The basis of   |  |  |
|                           |                            | calculation for the NOC is as below Total Saleable Area of the   | 455040 Square Feet   |  |
|                           |                            | Project Total Loan Amount for the  | Rs 22.00 Cr  |  |
|                           |                            | project   Loan Amount apportioned to per   | Rs 484/-   |  |
|                           |                            | square feet basis Therefore minimum amount to  | Rs 485/-   |  |
|                           |                            | be deposited per square feet for<br>release of final NOC ( rounded<br>off)   |  |  |
|                           |                            | The folloing will be modus operant  1. Provisional NOC will be is and when approached by deposit all the amount due account for NOC of any fix reduced immediately.  2. A flat wise list will be main the list of flats along with agreement, sale consider of sale consideration recementhy basis.  3. After receiving the update Drawing power will be received the sale value has been supposed to the sale value has a supposed to the sa | sti for the NOC. sued ti the buyer/ financiers as the Builder with the clause to to the Builder in the Escrow at. The drawing Power will not be stained at the branch containing selling rate, sale value as per ation already received, percentage dived. The list will be updated on a sel list at the end of the month, the duced as per the above calculation test for the flats where more than se been received and final NOC may  |  |
| For Mojis                 | a Reel Estate & Develop    | 1 Should   |  |  |
|                           | Mind                       | Director   |  |  |
| *                         |                            |  |  |  |
|                           |                            | and the second s | For Mojika Real Estata & Dougla  |  |
| william industrian or the |                            |  | THE MINING HOR! Eciate & D.  |  |

For Mejika Real Estate & Developers Pvt. Ltd.

be issued however with the condition that remaining Sales proceeds will be routed through the Escrow account maintained at our Bank for the project.

The security coverage is diluted in proportion to the amount received from the customer. Therefore receipt of 50% or more amount can be considered as reasonable amount for reduction of drawing power.

| npleme | ntation Schedule:-<br>mentation schedule for the property of the | COMMENCEMENT | COMPLETION |
|--------|--|--------------|------------|
| SR.    | NATURE OF WORK   |              | Done       |
| NO.    | - Idition  |              | Done       |
| 1      | Land Acquisition   | 5.5          | Done       |
| 2      | Plan Approvals   | (3)          | 15/09/2017 |
| 3      | Land Development   | 15/06/2017   | 15/03/2019 |
| 4      | PCC & Raft   | 15/09/2017   | 15/07/2019 |
| - 5    | Slabs/ RCC   | 15/1/2018    | 15/10/2019 |
| 6      | Brick work   | 03-05-2018   | 15/04/2020 |
| 7      | Internal plastering  | 15/03/2018   | 15/1/2020  |
| 8      | Sanitary   | 15/05/2018   | 15/04/2020 |
| 9      | Flooring   | 09-10-2017   | 15/05/2020 |
| 10     | Electrical   | 15/09/2018   | 15/02/2020 |
| 11     | Pop & Painting  External plastering  | 08-01-2019   | 01/07/20   |

DCCO/ Completion Date: 01/07/2020

COMPANY: M/S Mojika Real Estate Developers Private Limited Standard covenants forming part of terms and conditions:

- 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
- b) Drawings in the account will be regulated on the basis of Drawing Power computed as per
- 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
- 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
- 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
- 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
- g) The Unit should confine their entire business including foreign exchange business to us. The Bank will have the option of appointing its nominee on the Board of Directors of the

The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.

For Mojika Real Estate & Developers (17) L.M.

For Mojika Real Estate & Developers Pvt. Ltd.

- 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 outstandings 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
- 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
- m) After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of instalments under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the
- n) 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
- 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 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.
- 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
- s) In respect of Working Capital Limits of Rs. 5 crore and above, Financial Follow-up Report (FFR I) should be submitted at quarterly intervals within six weeks (42 days) from the close of relative quarter. FFR II (Half-yearly Operating Statement) should be submitted at halfyearly intervals within 8 weeks (56 days) from the close of the relative half-year. Nonsubmission of the statements will be construed as non-compliance of the covenants.
- A charge of Rs.--- will be levied per branch allocation in respect of limits allocated to other branches of the Bank. (PI refer schedule of charges)
- u) In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs. per lakh will be levied. (Pl refer schedule of
- v) Processing charges as applicable (presently Rs. per lac or part thereof) on the Working Capital limits sanctioned will be charged annually or at the time of renewal, whichever is earlier. Upfront fee at the rate of \_% of limits sanctioned will be charged in respect of Term
- w) If the Credit Rating awarded to the Unit is below SB-10, the risk rating will be reviewed halfyearly. 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
- x) Next renewal / review of the above facilities is due on 30.09.2018. 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: Real Estate à Develope y(P) Ltd.

- a) Non-payment of interest / instalments
- c) Adverse deviation by more than 20% from stipulated level in respect of any two of the following items: (i) Current Ratio, (ii) TOL / TNW and (iii) Interest Coverage Ratio
- z) In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be
- aa) In case of a Company being the borrower, the following terms are applicable: covered under the Group Insurance Scheme.
- 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
  - Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
  - 3. 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
  - 4. Affixation of the Company's Common Seal on the security documents and vesting of
  - 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
  - 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
    - ab) During the currency of the Bank's credit facilities, the Unit / Guarantors will not, without Bank's prior permission in writing:

    - Implement any scheme of expansion / modernization / diversification / renovation or acquire any fixed assets during any accounting year, except such schemes which 1. 2. 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 3. 4. 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, firm or person. 5. 6.
    - 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 7. 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. 8. either in the form of sitting fees or otherwise. 9.
    - Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank. 10.
    - 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 11.
    - Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to bank, Financial Institution, firm or person. 12.

For Mejika Real Estate & Developers Pvt. Ltd.

- Undertake any trading activity other than the sale of produce arising out of its own 13. manufacturing / trading operations.
- 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. 14.

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

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

Calling up the Advances in case of frequent dishonor of cheques and falled ECS: "During the currency of the credit facility the bank will have the option of calling up the advances and also withdraw Cheque facility in terms of the Bank's policy on dishonor of Cheque, in case incidence of frequent dishonor of Cheque/failed ECS (Debit) due to insufficient funds is observed in the account. For details, please refer to the policy on dishonor of Cheque displayed at www.sbi.co.in".

"Notwithstanding anything contained hereinabove, we confirm having agreed that the Bank reserves the absolute right to cancel the 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

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(c) in case of non-compliance of terms and conditions of sanction".

For Mojika Real Estate & Developers Pvt. Ltd.

**Authorised Signatory** 

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#### Annexure C STANDARD COVENANTS

1. The borrower should maintain adequate books of accounts, as per applicable aca. Mandatory Covenants counting practices and standards, which should correctly reflect its financial position and scale of operations and should not radically change its accounting system

2. 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

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/wilful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

4. 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

5. The borrower should not induct into its Board a person whose name appears in the willful 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.

6. 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.

7. In stressed situation 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

8. 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.

9. After provision for tax and other statutory liabilities, unless expressly permitted otherwise, the Bank will have a first right on the profits of the borrower for repayment of amounts due to the Bank. (Unless expressly permitted otherwise).

10. 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

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11. 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 For Mojka Real Es

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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 part-

12. 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.

13. Promoter's shares in the borrowing entity should not be pledged to any

Bank/NBFC/Institution without our prior consent.

14. Only 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.

| The details are as<br>Parameters | Benchmark for annual testing of financial | Penalty for advers |             |
|----------------------------------|---|--------------------|-------------|
|                                  | covenants                                 | i) Upto 5%         | NIL         |
| DSCR                             | To be mentioned as per sanction           | ii) > 5% & upto 10 | 25 bps p.a. |
| Interest<br>Coverage Ratio       | note                                      | %<br>iii) >10%     | 50 bps p.a. |

- 15. 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 ac
  - a. For the period of overdue interest/instalment in respect of Term Loans and overdrawings above the drawing power/limit in Fund Based Working Capital accounts on account of interest/devolvement of letters of credit/bank guarantee, insufficient

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
- d. Non submission/delayed submission of FFRs/ FSMTL-1, wherever stipulated,
- 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 in-
- 16. In the event of default, or where signs of inherent weakness are apparent, the Bank shall have the right to securitise the assets charged and in the event of such securitisation, 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.
- 17. 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.

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

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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.

1. Formulate any scheme of amalgamation or reconstruction or merger or de-

2. 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 cap-

3. Investment by way of share capital in or lend or advance funds to or place deposits with any other concern (including group companies); normal trade credit or security deposits in the ordinary course of business or advances to employees can, however, be extended. Such investment should not result in breach of financial covenants relating to TOL/Adj. TNW and current ratio agreed upon at the time of

4. 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). 5. Issuing any guarantee or Letter of Comfort in the nature of guarantee on behalf

6. 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.

7. Create any charge, lien or encumbrance over its undertaking or any part thereof

in favour of any financial institution, bank, company, firm or persons.

8. 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

9. 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

10. Change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees etc. except where man-

11. 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).

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

13. 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.

14. Opening of Current Account with another bank or a bank which is not a

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, nonfund 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 Short

Product, Vehicle Loan etc.

For Mojika Real Estate & Developers Pvt. Ltd. Ganga

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

Annexure for Some Common Specified Process related Charges (inclusive of service tax, wherever applicable)

(The existing GST is at 18% for Banking Services. In case of any change in GST or Education Coss by Government of India or any other taxes that may become applicable, the revised Service Charges accordingly will be recovered):

# Processing fee for working capital Limits ( Not Applicable)

- ✓ Term Loans Above Rs.5 Crs but Up-to Rs.25 Crs-1.10% of loan Amount Plus GST Upfront fee for term loan: (Concessionary charges for units with external rating of 'AAA', 'AA' and 'A').
  - 'AAA', 'AA' rated borrowers--0.60% of the loan amount. Plus GST Min. Rs.3 lacs
  - 'A' rated borrowers-notations to the rating (+ or -) to be ignored--0.70% of the loan amount.

| Annual review charges for Term Loans Revalidation of sanctions  Allocation of limits Commitment Charges Working Capital (WC) For all fund based limit irrespective of size of the loan. | 0.25% p.a. on entire unutilized portion of a quarterly basis.  |
|---|--|
| Commitment Charges for TL   | <ul> <li>(Waived for NBG accounts above 13 ft the average utilization is less than 50%- 0.50% p.a. on entire unutilized portion on a quarterly basis</li> <li>(Waived for NBG accounts above Rs 1 crore.).</li> <li>1.25% p.a for delayed draw down beyond 2 months from the due date on the amount due for disbursement as per disbursement schedule but not disbursed, for the period of delay.</li> </ul> |

For Loan above Rs 5.00 Cr For units within same Municipal Limits and Outstation: Actual expenses + Rs 10,000/- subject to a minimum of Rs. 30,000/- p.a.+ GST

Actual expenses Plus Rs 10,000/- plus GST subject to a minimum of Rs. 25,000/- p.a. Actual expenses Plus Rs 10,000/- plus GST subject to a minimum of Rs. 30,000/- p.a.

- **Equitable Mortgage Charges:** (i) Per borrowing entity with FB limits of Up to Rs.10 lacs - Rs. 5000/-+GST.
- (ii) Above Rs.10 lac but up to Rs. 5 cr Rs. 20000/-+ GST.

(iii) Above Rs 5 cr: 50000/- + GST

- (Beyond 5 recitals, Rs 5500/-+GST per recital will be charged.) The charges are applicable for extension of mortgage for enhancement and for substitu-
  - The charge is applicable for extensions of equitable mortgage recorded in favour of other lenders.

## **Documentation Charges:**

Loan above Rs.1 crore & up to Rs.5 crore: Flat fee of Rs.11,000/-+ GST

Loan above Rs.5 crore: Flat fee of Rs.22,000/-+ GST

**CERSAl Charges** 

For loans above 5.00 lacs: CERSAI charges (Actuals) are recoverable from the customer (Rs 500 + GST)

For loans below 5 lacs: Rs 250 + GST

**Facility Fee** 

Applicable in case of NBG accounts only

On FB + NFB limits ( excluding TLs) above Rs 1.00 crore

For Loan Limits (FB + NFB excluding Term Loans) of up to Rs 5 crore;

Rs 20,000/- per Rs 1 crore plus GST or part thereof to be recovered annually on 1\* April every year (Maximum Rs 1,00,000/-+GST).

For Loan Limits (FB + NFB excluding Term Loans ) above Rs 5 crore: Rs 10,000/- per crore plus GST or part thereof to be recovered annually on 1st April every year

(Minimum – Rs 1 lacMaximum- Rs 10,00,000/+GST).

| Penal | Interest/c | :harges: |
|-------|------------|----------|
|       |            |          |

credit limit ii) Non submission of stock statement Stock statements not submitted within 20 tho of days succeeding month to be treated as nonexcept submission period is where extended / specified by the sanctioning or in the authority scheme.

i) Irregularity in cash 5.00 % per annum +GST per annum on the irregular portion for the period of irregularity, in other cases.

For limits above Rs.1.00 Crore to Rs 50.00 Cr: Rs 1000/- + GST for each day of delay beyond due date for submission

iii) Non-submission of Renewal data, including audited balance sheet

- a) Non-submission of renewal data 30 days before the due date for renewal of limits:Flat Rs 50,000/-+GST upto the due date of renewal & flat Rs 1,00,000/per month thereafter till the date of +GST submission.
- b) Non submission of audited balance sheet within 6 months of the closure of the financial year of the borrowing entity:
  - 1. Delay of one month :NIL
  - 2. Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted.
- c) For listed companies, the above penal provision would be applicable, if the audited financials are not filed with the stock exchange as per SEBI requirements/listing agreement.
- Iv) Non compliance with financial covenants
- v) Term Loans
- 1. Non-payment interest/installment
- b) Cross default (Default in payment of installment/ interest to Institutions/ other Banks
- 1.00 % p.a. on the entire Outstanding for the period of noncompliance.
- 5.00 % per annum on the irregular portion for the period of irregularity.
- 1.00% p.a. on the entire outstandings for the period of default.

In case of adverse deviation in respect of any of the following three financials 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 penal interest:

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c) Adverse deviation by r in Alloy sa Real Estate & Devoluti

For Mojika Real Estate & Developers Pvt. Ltd.

| more than 20 % from stipulated level in respect of any two of the  |   | from the acceptable level for beyond which penal provisions (per parameter)   |  |
|--|---|---|--|
| following parameters:  I. Current Ratio  II. TOL / TNW  III. Interest Coverage  Ratio  | Up to 5 %   | NIL   |  |
|  | More than 5 % and up to 10 %  | 25 bps p.a.   |  |
|  | More than 10 %  |   |  |
|  | Penal interest would be charged retrospectively from the date of audited Balance Sheet on the basis of which, covenants have been tested, for the period of breach. |   |  |
| vi) EPC advances<br>where exports do not<br>materialize.   | 2% over applicable CC rate from the date of advances.   |   |  |
| vii) Diversion of Funds (in<br>Mandatory Negative<br>covenants)  |   |   |  |
| viii) Non Submission of<br>NOC under section 281<br>of IT act 1961.  | 1 % Penal inter<br>not produced with  | est will be charged If such NOC is thin 2 months.   |  |
| ix) Borrowing from other Banks without prior approval.  x) Pre payment Charges  2.00 % of the pre-paid amount. Exemptions: i. No charges will be levied on floating rate term sanctioned to Individual borrowers. ii. In case of MSME borrowers, the charges wilevied in the following cases:  a. Fixed rate loans up to Rs 50 lacs. b. Floating rate loans (MSME borrowers having bank loans up to Rs.5 crore per borrower Micro and Small Enterprises engaged in rendering of services and defined in term investment in equipment under MSMED. iii. In addition to above, Pre-payment charbe levied |   | d by charging penal interest at the aid amount.  e levied on floating rate term loans  s. E borrowers, the charges will not be wing cases: loans up to Rs 50 lacs, te loans (MSME borrowers: Borrowers to to Rs.5 crore per borrower! unit to all Enterprises engaged in providing or services and defined in terms of equipment under MSMED Act, 2006) to above, Pre-payment charges will not ment has been made out of cash sweep! occeds the instance of lenders.  ut of higher cash accruals from the project / 5/25 on the date of refinancing / equity ers.  worse rated borrowers: Flat penalty reach day of delay beyond due date |  |
| xii) SERVICE CHARGES FOR PROVIDING CREDITINFORMATION REPORTS   | For Non-Individu  | stomers (All Segments):Rs.50/- al Customers (All Segments):Rs.500/-   |  |
| Xiii) Non-renewal o<br>insurance policy(ies) in a<br>timely manner o<br>inadequate insurance   | delay beyond du   | nal interest) of Rs 200/- for each day of ue date.  |  |

For Mojika Real Estate & Developers Pvt. Ltd.

| cover | DC/I C eneming | charge |
|-------|----------------|--------|

charges are other than BG/LC opening charges, The above discounting/purchasing charges, ledger folio, CBS transaction charges, etc. customer is requested to understand the charges of such requests before making any application in

Service Charges for Services Other Than Sanction of Credit Facilities:

(Charges are recoverable in addition to processing fee even if approval is permitted in

| the regular proposal)  | Charges to be levied  |
|--|---|
| Requests  1. Interchangeability between limits                                       | 0.01% of the limit, min. Rs.2000/-  |
| 2. Ceding of charges on assets   | 0.01% of the limit, min. Rs.2000/-<br>max. Rs.50000/-(plus GST)   |
| 3. Approval for mergers & acquisitions   | 0.05% of the limit, minimum Rs.5,000/-<br>max. Rs.75,000/-(plus GST)  |
| <ol> <li>Rephasement of loans / deferment in loan installments</li> </ol>            |   |
| Substitution of collateral security / personal guarantees                            | 0.02% of the limit, minimum Rs.2,000/<br>max. Rs.57,000/-(plus GST)   |
| Release of personal guarantee / collateral security                                  | 0.03% of the limit, minimum Rs.5,000/<br>max Rs.1,00,000/-(plus GST)  |
| 7. Change in terms and conditions of sanction change in project / items of machinery |   |
| 8. Other miscellaneous approvals   | 0.05% of the limit, minimum Rs.3,000/<br>max. Rs.1,00,000/-(plus Service Tax)  Veontinuation charges will be recovered. |

The charges are recoverable upfront. Renewal/continuation charges will be recovered for sanctioned period/one year in advance. Customer is requested to get updates of all charges/penalty etc before making any requests to Bank.

Note: The above charges are subject to revision from time to time and will be levied as per Bank's instruction at the material time. With a view to comply with the Fair banking Practices Code adopted by the Bank, the schedule of Service Charges are also uploaded/updated on our website www.sbi.co.in. For any further clarification, please call Month Abut

> For Mojika Real Estate & Developers Pvt. Ltd. Ganga

We accept

Borrower/s

| M/s Mojika Real Estate and<br>Developers Private limited |       |
|--|-------|
| Guarantors:-   |       |
| Sh. Durga Prasad Agarwal                                 |       |
| Sh Nagar Mal Agarwal                                     | Mount |

THE COMMON SEAL OF M/s Mojika Real Estate and Developers Private Limited was hereunto affixed pursuant to the resolution of the Board of Directors passed in that behalf on the 28th day of September 2017, in the presence of Mr Durga Prasad Agarwal

PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S)

PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)

For Mojika Real Estate & Developers Pvt. Ltd.

**Authorised Signatory** 

..... Anojika Real Estate & Developers (P) Ltd.

| Market | Market