

Sanction Ref: AXISB/SME/MEG/2023-24/123 CAMU/CEG/FY 2023-24 / 445  
Date: 18.09.2023

M/s. MERLIN PROJECTS LIMITED  
MERLIN OXFORD, 2ND FLOOR, 22,  
PRINCE ANWAR SHAH ROAD, KOLKATA — 700033, WEST BENGAL

**Sub: Sanction of Credit Facility.**

With reference to your request and further discussion, we advise sanction of Credit Limit/s as detailed below subject to compliance of the terms and conditions as covered in Annexure/s herewith

Overall Limit: Rs.50.00 Crs

Details of Facilities / Breakup of Overall Limit:

Sr. No.	Facility	Main Facility amount	Facility Tenor	Rate of Interest/ Commission %
1.	Term Loan	50.00	12 months	As per Term Sheet

Yours Sincerely,

*Mohit Agarwal*  
Relationship Manager  
Mohit Agarwal



*Rupam Kirtaniya*  
Centre Head  
Rupam Kirtaniya

I/we authorize Axis Bank Ltd to debit our Operative account, if any for recovering the charges dues and payables





**TERMS FOR TERM LOAN**

Sl No.	Facility	Term Loan			
1	Limit	Rs.50.00 Crs (Rupees Fifty Crores Only)			
2	Purpose	Towards Construction and sole of commercial Mall at The Statesman House 4, Chowringhee Square, Esplanade, Chandni Chowk, Kolkola - 700001 .Total Land area 61709Sq.Ft			
3	Project Cost & Means of Finance	The total Debt: Equity ratio envisaged is 1.08:1			
		Particulars	Amount in Crs		
		Project Cost	96.49		
		Means of Finance			
		Promoter Contribution	46.49		
		Term Loan from our Bank	50.00		
	Total	96.49			
4	Borrower's Margin	48.18%			
5	Rate of Interest	REPO + 2.39% (presently 8.89% p.a.), payable at monthly intervals. The benchmark of REPO would be as prevalent on the date of the 1s' disbursement. The interest rate reset under REPO may be done once in three months or as decided by Bank, whichever is earlier, as per Bank's extant guidelines in force. The spread of 2.39% would remain unchanged during the tenor of the facility.			
6	Tenor/ Door to door tenor	16 quarterly instalments including Moratorium Period of 06 quarterly instalments			
7	Repayment	Principal repayable in 10 quarterly Instalments of Rs.5,00,00.000/- each commencing from June'2025 post completion of Moratorium of 18 Months. Interest shall be serviced as and when debited. The exact due dates for repayment of the principal/interest shall be in accordance with the letter issued by the Bank to the Borrower immediately upon first disbursement.			
8	Security	As per Security annexure			
9	Default Interest	In the event of non-payment of TL installment/interest on the due date, default interest at 4% p.a. above applicable rate on the amount of overdue installment/ interest will be charged.			
10	Availability Period / Last Date of Drawdown	Disbursement under the Facility shall not be permitted beyond 31.03.2025. Any disbursement request after this date shall be on such terms and conditions as acceptable to the Bank.			
			Term Loan (Rs. in Cr)	50.00	Amount
		FY'2024	Sep'2023	28.71	28.71
			Dec'2023	6.29	34.00
			Mar'2024	5.00	39.00
			Jun 2024	5.00	44.00
	Sep'2024	2.00	46.00		



			Dec'2024	2.00	48.00
			Mar'2025	2.00	50.00
11	<b>Conditions precedent to the initial disbursement.</b>	<ol style="list-style-type: none"> <li>1. The Borrower shall obtain all necessary Statutory Permissions as applicable to the business of the Borrower.</li> <li>2. The Borrower shall achieve complete financial closure as per the stipulated means of finance.</li> </ol>			
12	<b>Disbursement conditions</b>	<ol style="list-style-type: none"> <li>1. The disbursement to be done in D:E ratio as applicable.</li> <li>2. The disbursement of the facility would be made either directly to Suppliers /Creditors as permitted by the Bank.</li> <li>3. In cases of reimbursement of Capital expenditure already incurred in the past, a certificate of Capital expenditure should be obtained from the Statutory auditor of the borrower. The certificate should specifically state that the source of funds from which such capital expenditure was incurred by the borrower.</li> <li>4. Reimbursement allowed for expenses (Rs.28.71 crs) incurred in March 2019 (paid to SBI towards OTS of The Statesman Limited).</li> </ol>			
13	<b>Other Covenants</b>	<ol style="list-style-type: none"> <li>1. Borrower shall submit End use certificate for each disbursement from practicing Chartered Accountant within 30 days from the date of each disbursement.</li> <li>2. Project Progress report shall be submitted by LIE till one Quarter post DCCO. Quarterly / Half-yearly certificate from a Chartered Accountant, to be submitted in relation to the financial progress of the Project.</li> </ol>			





Project Loan/Infrastructure Loan/ Overseas/funding/Syndicated facilities specific additional conditions (To be stipulated as applicable)	
<b>DCCO</b>	April'2025 Any time overrun shall be brought to the notice of the Bank immediately. DCCO needs to be certified by an appropriate authority/official as acceptable to the bank
<b>Pre Commitment Conditions</b>	<p>The Borrower shall to the satisfaction of the Lenders provide the following:</p> <p>The borrower undertakes to appoint, (a) LLC for carrying out legal due diligence of the Project and the Project Documents (b) an independent insurance consultant in consultation with Lenders (c) Security Trustee (c) Lenders Engineer (LE) (d) Environment Consultant for carrying out Environment Due Diligence in compliance with applicable law as per concession agreement and Indian law. All costs and expenses for appointment of these consultants shall be borne by the Borrower.</p> <p>Undertake to make suitable arrangements for project management/ O&amp;M as required under the Concession Agreement which shall be reviewed by LE.</p> <p>Agree that the Borrower shall obtain adequate insurance cover both during construction phase and operation phase, as per advice given by Lenders' Insurance Advisor and required by the Lenders and agree to assign all insurance policies pertaining to the Project plan in favour of lenders/security trustee if allowed under the Concession Agreement.</p>
<b>Borrower's Undertaking</b>	<p>All cash flows related to the Project would be routed through designated account/s maintained with designated Bank, as per Cash Flow Waterfall mechanism stipulated (if applicable).</p> <p>Provide an undertaking that all the permissions/ approvals/ agreements/ deeds and other Project documents executed for the Project are valid and adequate and there is no dispute or default committed by any of the parties to such permissions/ approvals/ agreements/ deeds/documents. All these permissions/ approvals/ agreements/ deeds/ documents to be valid and subsisting during the currency of loan.</p> <p>Borrower shall undertake that NOC of the Lenders will be taken for any change in Project plan. <i>Below clauses are applicable only in case of Real Estate project - Project should be complied with applicable RERA guidelines.</i></p> <p>In event of the cancellation of any Sale in the Project, the Lenders shall have charge on the corresponding area from the Project already sold.</p> <p>The borrower to undertake to provide the declaration, as detailed in Annexure - C (Format given at the end of this term sheet), every quarter, within 10 days from the end of the quarter.</p> <p>Company to provide an undertaking that it agrees to:</p> <ul style="list-style-type: none"> <li>• Disclose in the Pamphlets / Brochures etc., the name(s) of the Lender to which the property is mortgaged.</li> <li>• Append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/magazines etc.</li> <li>• Indicate in their pamphlets / brochures, that they would provide No Objection Certificate (NOC) / permission of the mortgagee bank for sale of flats / property, if required.</li> <li>• Mention in demand notice (to end customers) that payments need to be made in favour of the Designated Account (to be opened with Axis bank).</li> <li>• Display boards indicating that the Project Assets/Property is mortgaged to Axis Bank/ Lenders.</li> </ul>
<b>Promoter's/ Sponsor's Undertaking</b>	<p>Promoter shall maintain existing shareholding (i.e. XXX) in the Borrower and Land Owning Companies at all times during the currency of the Facility. They shall not reduce their stake without prior written approval from the Bank beyond</p> <p>They shall bring in funds to meet debt servicing requirements</p> <p>They shall bring in funds for meeting cost overrun in the Project</p>
<b>Conditions precedent to</b>	The availability of the Facility shall be subject to satisfaction of the following conditions/submission of following documents:



<b>the initial disbursement</b>	<ul style="list-style-type: none"> <li>• Entire Debt for Project has been tied up.</li> <li>• All approvals for Construction/Renovation of building shall be in place. In terms of RBI guidelines on credit discipline, the payment is required to be made directly to the supplier where identifiable.</li> </ul> <p><u>Below clauses are applicable only in case of Real Estate project</u></p> <ul style="list-style-type: none"> <li>• Submit a practising CA certificate certifying the Project Cost and Means of Finance as per the format acceptable to the Lenders. Certificate to include the sales collected by individual Land owning entities also.</li> <li>• The borrower shall certify that Property is compliant with National Building Code (NBC-2005) and National Disaster Management Authority (NDMA) guidelines in line with Reserve Bank of India directives. The adherence to NBC-05 and NDMA shall be certified by an Architect / LIE acceptable to the Bank.</li> </ul>
<b>Conditions precedent to further disbursements</b>	<p>The subsequent disbursements shall be subject to the Borrower providing a certificate confirming the following:</p> <ul style="list-style-type: none"> <li>• No event of default/ material adverse effect/ breach of the terms and conditions of the financing documents has occurred or is likely to occur;</li> <li>• all approvals from government/local governments/other statutory authorities, permits, clearances and authorisations required by the Borrower/obligors till date have been obtained and are in full force and effect;</li> </ul>
<b>Cash Flow Waterfall</b>	<p>The cash flows to be used generally in following order:</p> <p>Statutory payments  O&amp;M Payments as per Base Case plan  Interest Payments  Principal payment  Penal Charges if any  DSRA  Cash Sweep (if any)  Surplus to Sponsor subject to compliance of Restricted Payment conditions</p>
<b>Other Covenants</b>	<ul style="list-style-type: none"> <li>• The drawdown should comply with the agreed construction budget and drawdown schedule.</li> <li>• The Borrower should provide MIS on the project at quarterly/ half yearly intervals providing information inter-alia, on physical progress, expenditure incurred on the project, source of financing.</li> <li>• Monthly / Quarterly/ Half-yearly reports to be submitted by the LIE in case of project loans upto 1 year post CoD. Quarterly / Half-yearly certificate from a Chartered Accountant, to be submitted in relation to the financial progress of the Project.</li> <li>• The Borrower shall not make any material changes in the project documents without the prior written permission of the Lenders.</li> <li>• The Bank reserves the right to appoint qualified accountants / technical experts /management consultants of its choice to examine the books of accounts, factories and operations of the borrower or to carry out a full concurrent/statutory audit. The cost of such inspection shall be borne by the Borrower.</li> </ul>
<b>Mandatory Prepayment</b>	<p>Upon occurrence of any of the following events, the Borrower shall mandatorily prepay the outstanding amount of the Facility in full or in part, without payment of prepayment premium:</p> <ul style="list-style-type: none"> <li>• The receipt of proceeds resulting from the expiration, termination or revocation of the Project contract</li> <li>• The receipt of any expropriation proceeds</li> <li>• Proceeds of any termination payments, buyout payments, breach of warranty or guarantee payable under the Project agreements.</li> <li>• The receipt of proceeds resulting from Liquidated Damages or an arbitral or judicial award in connection with any of the Project documents.</li> <li>• In the event of receipt of insurance proceeds for the Project (net of cost incurred for repair/ replacement of the asset) following a force majeure event.</li> <li>• The amount mandatorily prepaid shall be applied in the inverse order of maturity.</li> </ul>
<b>Upfront equity</b>	NA





<p><b>Cash flow waterfall mechanism for Real Estate Projects</b></p>	<p>The entire cash flows of the Company including operating income, any subsidy, etc. will be pooled in the IRA/Escrow/designated account.</p> <p>The below changes are only for under construction loans wherein the area being developed is envisaged to be sold. The entire cash flows of the Borrower including operating income, promoter contribution, debt disbursement, sale proceeds, any subsidy, any other form of income etc. will be pooled in the Escrow account. The general priority for application of cash flows in the escrow accounts will be in the following order:</p> <p>The Company will have 3 separate accounts with cash flows to be routed as follows:</p> <ol style="list-style-type: none"> <li>100% Collection from Project sales shall be deposited in 'Collection Escrow account to be maintained with Axis Bank.</li> <li>Standing Instruction by the Borrower to run transfer of the 70% of the amount received (credits in Collection Escrow account) to the 'RERA Account' and balance 30% to 'Loan Designated Account' (funds which can be withdrawn by the Borrower as per applicable RERA regulations).</li> <li>Withdrawals from RERA Account will be done as per Certificate/ Declaration mechanism (CA+ Architect+ Engineer Certificate, etc. related declaration to be provided to the Lender every quarter) provided in RERA Act/ State RERA regulations. Amounts which can be withdrawn in accordance with the Regulations to be transferred to Loan Designated Account.</li> </ol> <p>Loan Designated Account (MA) (TRA Account) Money as per point b and c will be transferred into Loan Designated Account which would be utilised as below:</p> <ul style="list-style-type: none"> <li>The general priority for application of cash flows will be in the following order:</li> <li>Statutory Payments &amp; Taxes pertaining to the Project.</li> <li>O&amp;M expenses pertaining to the Project, including but not limited expenditure on manpower, repairs, spares, consumables, insurance and overheads.</li> <li>Interest and other payments in respect of the Working Capital and Senior Debt; LC, Bank Guarantee charges in respect of project imports.</li> <li>Scheduled principal amortization of the Senior Debt.</li> <li>Fees due to the Facility Agent, Security Agent and any taxes payable thereon.</li> <li>LDs/ Additional Interest, if any of the Senior Debt.</li> <li>Surplus available for distribution/ Mandatory prepayment</li> </ul>
<p><b>Cash Sweep</b></p>	<p>Not applicable</p>
<p><b>NOC For Sale/release of Lender's charge on Projects Units</b></p>	<p>The sale agreement with buyers of the units/area/premises in Project, should mention a clause to the effect that the payments for the property would be deposited in the separate designated account opened with Escrow Bank for this purpose. Additionally, the clause as given below is proposed to be added to the sale agreement:</p> <p>"The Purchaser understands and acknowledge that the said premises has been mortgaged by the «&lt;Developer&gt;» to Lenders for securing the Loan availed by the said «&lt;Developer&gt;» for the purpose of construction of the said premises and the Purchaser takes notice that he/she/they is/are required to obtain a No Objection Certificate from said Lender(s) for creation of any encumbrances on the said premises. The Purchaser agrees and undertakes that he/she/they shall not create any encumbrances over the said premises till such time an NOC in writing is received from Lenders."</p> <p>The Company shall obtain NOC from Agent/ Bank prior to sale of units in the Project Request for such NOC to contain an undertaking from Borrower confirming that the issuance of NOC would not lead to breach of the stipulated Financial Covenants, or any Event of Default. The format of the NOC would be as acceptable to the Bank. No amount will be payable to the Bank for issuance of such NOC.</p> <p>All Lender(s) to the Project to give their approval to the Facility Agent for issuance of the above mentioned NOC.</p>
<p><b>Key bank accounts</b></p>	<p>All cash flow projects shall be routed with our Bank and RERA accounts shall be opened with AXIS Bank only</p>
<p><b>Representations / Warranties</b></p>	<p>In addition to the representations and warranties which are customary to a facility of this nature, the following representations/warranties (repeating on each day) to be provided by the obligors:</p> <ul style="list-style-type: none"> <li>It has the power and authority to execute the Financing Document.</li> </ul>



	<ul style="list-style-type: none"> <li>• It is in compliance with all applicable laws and has obtained all clearances and authorisations.</li> <li>• The execution and performance of the financing documents do not conflict any other agreements / applicable laws/ its constitutional documents.</li> <li>• The assets over which Security is to be created are free of encumbrance other than as follows:</li> </ul> <p>Hypothecation on all cash flows and sales proceeds from the project on exclusive basis:</p> <p>EM on the commercial property located at The Statesman House at 4, Chowringhee Square, Esplanade, P.S-New Market, Kolkata-700001 Owned by The Statesman Limited <i>[insert details of existing encumbrances]</i></p> <ul style="list-style-type: none"> <li>• No event of default has occurred or will occur upon execution of / disbursement under the financing documents.</li> <li>• All information provided to the Bank is true and correct.</li> <li>• The financial statement delivered to the Bank are its most recent and prepared in accordance with applicable laws and generally acceptable accounting principles.</li> <li>• No litigation / arbitration proceedings exists which will have a material adverse effect.</li> <li>• It does not have any right of immunity from legal proceedings or under contract</li> <li>• No action has been taken (voluntary or involuntary) for its liquidation / insolvency, including under the Insolvency and Bankruptcy Code, 2016.</li> <li>• It has good and marketable title to its assets over which Security is to be created.</li> <li>• No material adverse effect exists.</li> <li>• It is not a wilful defaulter with any bank/financial institution.</li> <li>• All its arrangements with third parties are on arm length basis.</li> <li>• No director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary or holding company or other group companies of the Borrower or holds substantial interest, in the Borrower or a subsidiary or the holding company or any other group company of the Borrower.</li> <li>• No directors / relative of any other banks or financial institutions holds substantial interest or is interested as director or as a guarantor of the Borrower.</li> </ul> <p>"Material Adverse Effect" shall mean the effect or consequence of an event or circumstance which in the opinion of the Bank is or likely to have a material and adverse effect on:</p> <ul style="list-style-type: none"> <li>• its financial condition, business or operation;</li> <li>• its ability to perform its obligations or exercise its rights under the financing documents; or</li> <li>• the validity or enforceability of any of the financing documents.</li> </ul>
<p><b>Events of default</b></p>	<p>In addition to the events of default as are customary to a facility of this nature, the Default occurrence/likely occurrence of the following shall constitute and event of default:</p> <ul style="list-style-type: none"> <li>• The Borrower defaults in payment of any amount due (including principal and interest);</li> <li>• any obligor defaults payment of any amount to any person when due or any person demands repayment of dues of the obligors ahead of its agreed repayment terms or a moratorium is declared in respect of any indebtedness of the obligors;</li> <li>• the Borrower and/or any of the other obligors defaults in performing any of its obligations under this Agreement or any of the Financing Documents or breaches any of the terms or conditions of this Agreement or any other Financing Documents;</li> <li>• the obligors default under any other agreement between the obligors and the Bank (excluding the Financing Documents) or between obligors and any third party;</li> <li>• any notice / action in relation to actual or threatened liquidation/dissolution/bankruptcy/insolvency/ceasing to carry on business of any obligor (voluntary or involuntary);</li> <li>• any change or threat to change the general nature or scope of the business of any obligor;</li> </ul>



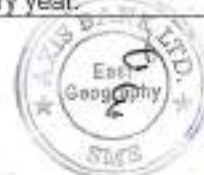


	<ul style="list-style-type: none"> <li>any information provided by any obligor is incorrect or untrue; failure by any obligors to create and perfect Security as stipulated;</li> <li>any security documents fails to create security / have priority as stipulated or ceases to be in full force and effect;</li> <li>occurrence of any event which is or is likely to be prejudicial to or impairs or imperils or jeopardizes or depreciates any security;</li> <li>the value of the any security depreciates entitling the Bank to call for further security and failure to provide such additional/alternate security; occurrence of any material adverse effect;</li> <li>the Borrower and/or any of the Security Provider fails to create the security as provided herein in accordance with the terms of this Agreement, appointment of a receiver in respect of any assets of the obligors;</li> <li>any attachment, distress, execution or other process against any obligor, or third party enforcement of Security created in favour of Bank;</li> <li>if the Facility is utilised for any purpose other than the purpose for which it sanctioned;</li> <li>any change in the control the obligors without the prior consent of the Bank; commencement of any litigation / arbitration against the obligors having material adverse effect.</li> <li>Termination of Concession Agreement</li> </ul>
<b>Consequences of events of default</b>	<p>In addition to the consequences of events of default as are customary to a facility of this nature, the Bank shall have the right to forthwith:</p> <ul style="list-style-type: none"> <li>declare outstanding amounts immediately due and payable;</li> <li>cancel the undrawn commitments under the Facility;</li> <li>suspend any withdrawal under the Facility;</li> <li>enforce the Security;</li> <li>exercise any other rights under the Financing Documents/ applicable law; to review/restructure the management and board of Borrower;</li> <li>to appoint [1 (one)] nominee director on the Borrower's Board;</li> <li>to appoint [1 (one)] observer on the Borrower's Board;</li> <li>convert the Facility (or any part thereof) into equity share capital of the Borrower;</li> <li>appoint any CA/cost accountants, as auditors, for carrying out any specific assignments or as concurrent or internal auditors, or for conducting a special audit of the Borrower.</li> </ul>
<b>Governing Law</b>	<p><b>Governing Law:</b> The financing documents shall be governed and construed in accordance with Indian law.</p> <p><b>Jurisdiction:</b> The Borrower agrees that the Courts / Tribunals of [Kolkata] shall have exclusive jurisdiction. The Bank shall have the right to proceed in any other court/ tribunal of competent jurisdiction.</p>



**TERMS COMMON FOR ALL THE FACILITIES**

1	Security	Sr. No.	Details	Facilities Covered
		1	EM on the commercial property located at The Statesman House at 4, Chowringhee Square, Esplanade, P.S-New Market, Kolkata-700001 Owned by The Statesman Limited	Term Loan
		2	Guarantor – Personal Guarantor/s: Sushil Kumar Mohta	Term Loan
2	Conditions precedent to the initial disbursement	<p>Borrower to maintain minimum Collateral coverage (IP+CM) of 150%. Short-fall, any, to be made good by way of additional cash collateral/additional/alternate Security. Any additional collateral security other than those mentioned herein above offered by borrower to other lenders shall also be available to the Bank.</p> <p>The availability of the Facility shall be subject to satisfaction of the following conditions/submission of following documents:</p> <ul style="list-style-type: none"> <li>• The borrower shall complete all Documentation to the satisfaction of the Bank including Borrower's/Promoter's undertakings, as stipulated.</li> <li>• Title report from Bank's empanelled advocate confirming Good and Marketable Title to the Property to be mortgaged in a form satisfactory to the Bank to be obtained.</li> <li>• Valuation report for Immovable Properties acceptable to the Bank (Land &amp; Building) from Bank's empanelled Valuer should be obtained.</li> <li>• Valuation report should be obtained from minimum of two independent Valuers if the Property is valued at Rs.10.00 Crs or above and Lower of the two Valuations will be considered. Valuation report shall be submitted once in every three years. Cost of valuation shall be borne by borrower.</li> <li>• In case Agricultural Land is offered as security, the application of conversion into NA Land to be submitted to the Bank and same shall not be considered for Security cover.</li> <li>• Confidential Credit report of the Borrower from its existing Lender/s to be obtained by the Bank as per extant guidelines of the Bank.</li> <li>• CA certified / Self-Certified Latest Network Statements of Guarantors to be submitted.</li> <li>• Satisfactory Unit &amp; Collateral Inspection reports to be held on record.</li> <li>• Positive RCU/CPV Reports to be held on record.</li> <li>• MBA Declaration, UHFC, Diligence report, connected lending should be obtained.</li> <li>• Minimum collateral cover of 150% shall be maintained.</li> <li>• All standard terms given in CRE policy to be adhered.</li> <li>• CA and 2 SB Accounts of promoter and family to be opened.</li> <li>• Mortgageability of primary security shall be taken up with Legal CO along with opinion of empaneled lawyer and Valid mortgage shall be created on primary security.</li> </ul>		
3.	Other Covenants	<ul style="list-style-type: none"> <li>• Salary account label should be activated immediately, if not done earlier.</li> <li>• Covenants Latest Network statement as on 31st March every year of all the Guarantors (with break-up of assets &amp; liabilities) along with ITRs to be submitted before 31<sup>st</sup> October every year.</li> </ul>		



		<ul style="list-style-type: none"> <li>All cash flow of project shall be exclusively routed with Axis Bank.</li> <li>Borrower to obtain NOC from Axis Bank before selling each unit format incorporated.</li> <li>RERA registration to be in place before start selling the units.</li> </ul>																																								
4	<b>Financial Covenants</b>	As stipulated by Bank from time to time based on Financials submitted.																																								
5.	<b>Disbursement Modality</b>	<ul style="list-style-type: none"> <li>Initially Limits up to Rs.28.71 Crs shall be disbursed towards reimbursement for Modality expenses incurred in March'2019 (paid 10 581 towards OTS of The Statesman Limited) Post Documentation, Pre-Disbursement Compliance and Security Perfection/Creation of collateral property in all aspects except mortgage of primary security.</li> <li>Mortgage of primary security shall be completed within 30 days from date of first disbursement.</li> <li>Balance limits shall be released post completion of security perfection of Primary Security in all aspects and as per the draw down schedule below.</li> </ul> <table border="1" data-bbox="548 683 1387 1075"> <thead> <tr> <th></th> <th>Term (Rs. in Cr)</th> <th>Loan</th> <th>50.00</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>FY'2024</td> <td>Sep'2023</td> <td>28.71</td> <td></td> <td>28.71</td> </tr> <tr> <td></td> <td>Dec'2023</td> <td>6.29</td> <td></td> <td>34.00</td> </tr> <tr> <td></td> <td>Mar'2024</td> <td>5.00</td> <td></td> <td>39.00</td> </tr> <tr> <td></td> <td>Jun 2024</td> <td>5.00</td> <td></td> <td>44.00</td> </tr> <tr> <td></td> <td>Sep'2024</td> <td>2.00</td> <td></td> <td>46.00</td> </tr> <tr> <td></td> <td>Dec'2024</td> <td>2.00</td> <td></td> <td>48.00</td> </tr> <tr> <td></td> <td>Mar'2025</td> <td>2.00</td> <td></td> <td>50.00</td> </tr> </tbody> </table>		Term (Rs. in Cr)	Loan	50.00	Amount	FY'2024	Sep'2023	28.71		28.71		Dec'2023	6.29		34.00		Mar'2024	5.00		39.00		Jun 2024	5.00		44.00		Sep'2024	2.00		46.00		Dec'2024	2.00		48.00		Mar'2025	2.00		50.00
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6	<b>Upfront/ Nonrefundable Processing Fee (PF):</b>	0.50% of the aggregate Limit plus applicable taxes Upfront.																																								
	<b>Other charges / fees.</b>	Rate reduction charges: One-time fee of 0.25% plus applicable taxes is applicable on every rate reduction on the sanctioned working capital limit/outstanding amount of Term loan as per the request. This is applicable on every request of ROI reduction at the time of renewal/review																																								
7.	<b>Commitment Fee</b>	Not applicable																																								
8.	<b>Validity of Sanction</b>	The sanction shall be valid for acceptance upto 90 days from the date of sanction. Similarly, in case the first disbursement is not completed within 6 months from the date of sanction, the proposal shall require re-validation.																																								
9.	<b>Expiry of working capital</b>	NA																																								
10		<p>The Bank reserves the right to alter the interest rate or the spread or the interest reset date upon occurrence of any of the following:</p> <ol style="list-style-type: none"> <li>RBI enhancing the standard provisioning requirements/risk weightage for banking assets; or</li> <li>downward revision in the credit rating of borrower/guarantor/security provider by a Credit Rating Agency and/or internal ratings; or occurrence of an Event of Default; or</li> <li>changes in externally prevailing directives of regulatory authorities/RBI.</li> </ol> <p>In the event the interest reset is not acceptable, the borrower shall have the option to prepay the entire amounts outstanding under the Facility within 30 days from the reset date without prepayment premium.</p>																																								
11	<b>Default Interest</b>	Default interest will be applicable in the instance of any one of the below mentioned points are met:-																																								





		<ol style="list-style-type: none"> <li>1. In the event of non-creation of security within stipulated timelines,</li> <li>2. Delay/failure to obtain external credit risk rating from the agency approved by RBI, within stipulated time period and/or if the rating deteriorates or suspended, or delay/failure to submit the yearly certificate to confirm compliance with the stipulation pertaining to ownership/control/management,</li> <li>3. In the event of breach of Financial covenants/Non-financial covenant, if any as stipulated.</li> <li>4. Non-submission/ delay in submission of Audited balance sheet by 31<sup>st</sup> December every year.</li> <li>5. Delay/Non submission of statement of accounts on the due date as stipulated in the sanction wherever applicable.</li> <li>6. Delay/Non submission of Stock and Property Insurance policy including renewal policy within 15 days from the renewal due date of the policy wherever applicable.</li> <li>7. Delay/Non submission of end use certificate &amp; net worth statement at the time of renewal wherever applicable.</li> <li>8. Maintaining Current account with the other Bank/s without prior approval from our Bank subject to RBI regulations.</li> <li>9. Non adherence in General/Other Covenants of Sanction.</li> </ol> <p>For Fund-Based Facilities: Default interest of 4% p.a. above the applicable rate on the outstanding amount of Fund-Based credit facilities shall be levied [Note: Aggregate default interest in case of multiple breaches shall not exceed 4.00% aggregate for financial and non-financial irregularities].</p>										
12	Pre- Payment	<p><b>A. Prepayment without any Prepayment Premium in the following circumstances.</b></p> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 50px;">a.</td> <td>In case of MSE borrower, pre-paying the loan amount from internal accruals/Own sources and is able to produce sufficient evidence of the same.</td> </tr> </table> <p><b>B. Prepayment Premium shall be applicable as detailed below in all circumstances (excluding A above) including prepayment out of own sources/Takeover of Loans by other Bank/FIs:</b></p> <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th>Facility Type</th> <th>Prepayment with 12 months</th> <th>&gt; 12 — 24 months</th> <th>&gt; 24 months</th> </tr> </thead> <tbody> <tr> <td>Term Loan (On Principal Outstanding)</td> <td>4%+ applicable taxes*</td> <td>3%+ applicable taxes</td> <td>2%+ applicable taxes</td> </tr> </tbody> </table> <p><b>C. Notice for Prepayment</b> Notice period of 30 Business Days</p> <p><b>D. Failed Takeover</b> In case of a failed takeover, Bank reserves the right to charge the Borrower 1.00% plus applicable taxes on the total limits sanctioned as failed takeover charges.</p>	a.	In case of MSE borrower, pre-paying the loan amount from internal accruals/Own sources and is able to produce sufficient evidence of the same.	Facility Type	Prepayment with 12 months	> 12 — 24 months	> 24 months	Term Loan (On Principal Outstanding)	4%+ applicable taxes*	3%+ applicable taxes	2%+ applicable taxes
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Term Loan (On Principal Outstanding)	4%+ applicable taxes*	3%+ applicable taxes	2%+ applicable taxes									
13	Interest Calculation	The interest to be calculated for 360 days (for USD denominated loans) and 365 days (for other currency loans), irrespective of leap year.										
14	<p>Borrower shall undertake that in case of LC/BG opened, bills accepted:</p> <ol style="list-style-type: none"> <li>1. It would meet the commitments on due dates out of its own sources.</li> <li>2. The Bank will not be called upon to grant any loans/ advances to meet the liabilities consequent upon invocation of BG.</li> <li>3. No liabilities would devolve on the Bank on account of LC/ acceptances</li> </ol> <p>(Note: ii &amp; iii to be stipulated in case of Connected lending case involving our Bank's Director(s))</p>											
15	<p>Insurance: All the assets secured to the Bank shall be insured for full value covering all risks* with Bank's interest noted therein and a copy of the Insurance Policie(s) is to be submitted to the Bank. *Stock of Goods Charged to the Bank shall be insured with Standard Fire &amp; Perils cover only.</p>											
16	<p>Inspection/ Stock Audit: As per internal policy of the Bank, Stock audit will be applicable and the Borrower shall permit the Bank/its authorized representative to:</p> <ol style="list-style-type: none"> <li>1. Inspect the Borrower's Premises, assets, documents in the possession of the Borrower minimum</li> </ol>											



	<p>once in a Year  Stock audit: Not applicable  conduct forensic audit, in case of irregularities/ default.  In case the goods are stored in rented premises, letter of no lien and free access to be submitted from the owner of premises.  The cost of inspection/audit is to be borne by the Borrower.</p>
17	Agency for Specialised Monitoring (ASM): The Bank shall have right to appoint an External Agency for specialized monitoring for borrowers with aggregate Banking exposure above Rs.250 Crs.
18	Documentation: Bank's Standard Documents lobe executed
19	<p><b>Related party transaction:</b>  The borrower to take specific prior permission of the Bank if the related party transaction exceeds 1.00% of the total turnover (excluding Managerial remuneration) as per last audited financials by using the Credit line sanctioned by our Bank.</p>
20	<p><b>Regulatory Conditions</b></p> <ol style="list-style-type: none"> <li>In case of standalone BG/ LC facilities sanctioned by the Bank, if any, the customer should submit an undertaking to the effect that it has not availed any FB facility from any other Bank.</li> <li>Undertaking to be submitted in case of limits outside Consortium/Multiple banking: * We undertake that the total short term borrowings under banking system during any financial year shall not exceed limits assessed under MPBF/Cash Budget for that financial year or DP whichever is lower.*</li> <li>The Borrower shall submit information as required vide RBI circular DBOD.No.BP. BC. 94/08. 12.001/2008-09 dated December 8, 2008 in Annexure I and Annexure III.</li> <li><b>Willful Defaulter:</b> The Borrower shall not induct a person identified as willful defaulter by RBI or CIBIL or any other authorized agency as its director/senior officer/partner / member/trustee and shall take expeditious and effective steps for removal of such person if so inducted.</li> <li><b>Auditor:</b> The Borrower shall co-operate with such auditors as may be appointed by the Bank with a view to obtain specific certificate regarding utilization/diversion/siphoning of funds, provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of obtaining the said certificate.</li> <li><b>Legal Entity Identifier Code (Mandatory submission for borrower having total banking exposure of Rs.25.00 Crs &amp; above):</b> This sanction is subject to submission of Legal Entity Identifier Code and to be renewed periodically as per Global Legal Entity Identifier Foundation (GLEIF) guidelines.</li> </ol> <p>Further, as LEI is made mandatory for all customers enjoying exposure of Rs.5.00 Crs, it is suggested that the Firm/Company takes necessary steps to arrange for obtaining LEI and submit to the Bank at its earliest (Note: LEI should be submitted at the time of Sanction. In exceptional circumstances it should be submitted before disbursement)  NOTE: Beneficial Ownership Declaration &amp; Connected Lending Undertaking will be collected separately before disbursement.  NOTE: Terms given in Sanction Letter are not exhaustive and Financing Documents to be referred to for detailed terms.</p>



