



পশ্চিমবঙ্গ পশ্চিম ম বাংলা

WEST BENGAL  
LETTER OF ARRANGEMENT

14AB 692787 SME-1

To  
Devaloke Developers Ltd  
82, Garia Main Road, Mahamayatala  
Garia, Kolkata - 700 084

Letter No.: LPBF/1/2017-18

Date: 01 JAN 2018

Dear Sirs,

**ADVANCES TO SME SEGMENT**  
**SANCTION OF CREDIT FACILITIES**

With reference to your application dated 13.07.2017 requesting us for sanction / renewal of Working Capital Limits and / or Term Loan Limit of Rs 35.00 crore (Rupees Thirty Five Crore Only) for your "Sonar City" project at existing / enhanced levels and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexures A to C of this arrangement letter.

For DEVALOKE DEVELOPERS LTD,

Director

For DEVALOKE DEVELOPERS LTD,

Director

For DEVALOKE DEVELOPERS LTD,

Director

For DEVALOKE DEVELOPERS LTD,

Director

15972

19 DEC 2017

Rs. **10/-** Date.....

Name: Devin

Development

Address: 7200 Cleveland Avenue, Kansas

Vendor: Prokaryotes

Alipur Collectorate, 24 Poo (S)

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alameda Police Court K01-27

(Rs in crore)


SL	FACILITY	EXISTING LIMIT	PROPOSED LIMIT
<b>A) FUND BASED LIMITS:</b>			
a	Term Loan (Builder Finance)	0.00	35.00
<b>Total of Fund Based Limits</b>		<b>0.00</b>	<b>35.00</b>
<b>B) NON-FUND BASED LIMITS:</b>			
a		0.00	0.00
<b>Total of Non-Fund Based Limits</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL LIMITS</b>		<b>0.00</b>	<b>35.00</b>

We are forwarding this letter in duplicate along with Annexures A to C 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 thereof for your record.

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

Assuring you of our best services at all times.

Yours faithfully, OF INDIA

  
SMC Chairman, Kolkata  
**CHIEF MANAGER (RMRE)**

Encl.: Terms and Conditions – Annexures A to C (No. of pages: 16)

For DEVALOKE DEVELOPERS LTD.

  
Director

For DEVALOKE DEVELOPERS LTD.

  
Director

For DEVALOKE DEVELOPERS LTD.

  
Director

For DEVALOKE DEVELOPERS LTD.

  
Director




**TERMS AND CONDITIONS  
ANNEXURE - A**

**1. SECURITY:**

LIMIT	PRIMARY SECURITY	COLLATERAL SECURITY	
		IMMOVABLE PROPERTY	THIRD PARTY GUARANTEE
FUND BASED:	Term Loan (Builder Finance)	Registered Mortgage of 505.00 decimals of land and building being constructed or to be constructed thereon situated at Simultala, Sonarpur Station Road, P.O. & P.S.: Sonarpur, Rajpur Sonarpur Municipality.	
		Registered Mortgage of 529.60 decimals of land and building being constructed or to be constructed thereon situated at Simultala, Sonarpur Station Road, P.O. & P.S.: Sonarpur, Rajpur Sonarpur Municipality.	
		Deed No	R S Dag L R Dag
		Mouza - Jagannathpur (JL No 51)	
		2016/2008	449 490
		8832/2008	452, 455 493, 496
		8742/2008	454 495
		2033/2008	452, 455 493, 496
		3428/2010	450, 451 491, 492
		9355/2008	417 459
		2639/2008	460 501
		9252/2008	412 454
		1028/2009	458 499
		2549/2008	458 499
		5016/2010	412 454
		5017/2010	464 505
		2048/2008	450, 451 491, 492
		3194/2011	460 501
		8302/2011	460 501
		Mouza - Teghari (JL No 52)	
		4032/2009	417 448
		3058/2010	411 446
		1102/2011	417 448
		Mouza - Nishchintapur (JL No 53)	
		5017/2010	6, 14, 17 3, 10, 4
		11440/2008	17 4
		1354/2009	17 4
		1355/2009	17 4
		4028/2009	17 4
		Mouza - Jagannathpur (JL No 51)	
		2012/2008	440, 441, 482, 483, 443 485
		7118/2008	433/811 475
		2044/2008	434 476
		2015/2008	442 484
		1406/2008	421 463
		8721/2008	421 463
		3429/2010	435, 437 477, 479
		2021/2008	439 481
		7128/2008	433 473
		2030/2008	435-437 477-479
		12070/2008	445, 447 487, 488
		10937/2008	419 461
		2550/2008	416 458
		8644/2011	453 484
		946/2013	453 494
		7231/2010	459 500
		12071/2008	438, 448 480, 489
		2836/2008	418, 457 460, 498
		2637/2008	421 463
		Mouza - Teghari (JL No 52)	
		4033/2009	412 434
		10203/2012	413 435
		10204/2012	414, 416 436, 447
		4035/2009	400 431
		Mouza - Nishchintapur (JL No 53)	
		8248/2013	19 8
		8087/2013	18 6
		8088/2013	118/494 5
		4125/2014	16 7
		4934/2009	14 10
		7096/2013	14 10
		8085/2013	16 7
		8086/2013	6 3
		4034/2009	4 1
		4105/2015	16, 19 7, 8
		4031/2009	4, 5 1, 2
		3173/2015	16 7
		3286/2009	15 9
		Personal Guarantee of: 1. Sri Sankar Kundu 2. Sri Sukanta Kundu 3. Smt Antara Kundu 4. Sri Swarnap Kundu	
		For DEVALOKE DEVELOPERS LTD.	
		Director	
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		For DEVALOKE DEVELOPERS LTD.	
		Director	

## 2. PERIOD OF ADVANCE & REPAYMENT TERMS:

**WORKING CAPITAL:** Repayable on demand. The facility which has been sanctioned on \_\_\_\_\_ is available for \_\_\_\_\_ months from that date, subject to review every \_\_\_\_\_ months, when it may be cancelled / reduced depending upon the conduct and utilisation of the advance, or as per the Bank's

**TERM LOAN:** To be availed as per the projected cash budget.

The Term Loan is to be repaid according to the projected cash flow, as per the following repayment schedule:

Date	Instalment Amount
30.06.2020	Rs 3.50 crore
30.09.2020	Rs 4.50 crore
31.12.2020	Rs 5.00 crore
31.03.2021	Rs 6.50 crore
30.06.2021	Rs 7.50 crore
30.09.2021	Rs 8.00 crore

**Others:** Interest shall be payable on the outstandings in the loan accounts computed on daily balances basis duly compounded and debited to the accounts at monthly rests on the last working day of every month, in accordance with the accounting practices of the Bank from time to time. The monthly interest will be payable within 7 (seven) days of the next month.

Pre-payment charges, as applicable, shall be payable in case of pre-payment of Term Loan instalments.

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

## 3. RATE OF INTEREST:

**WORKING CAPITAL:** Interest at the rate of \_\_\_\_\_% above MCLR which is presently \_\_\_\_\_% p.a. Present Card Rate \_\_\_\_\_% p.a. calculated on daily products at monthly rests. Bank shall at any time and from time to time be entitled to vary the margin based on the Credit Risk Assessment of the borrower and the MCLR at its discretion.

**TERM LOAN:** Interest at the rate of 3.75% margin above the 1-year MCLR which is presently 7.95% p.a. Present effective rate being 11.70% p.a. calculated on daily products at monthly rests. Bank shall at any time and from time to time be entitled to vary the margin based on the Credit Risk Assessment of the borrower and the MCLR at its discretion.

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

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

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

## Charges for Non Fund Based facility:

BG Issuance Charges	Not Applicable
LC Opening Charges	Not Applicable

For DEVALOKE DEVELOPERS LTD.

*[Signature]*

Director

For DEVALOKE DEVELOPERS LTD.

*[Signature]*

Director

For DEVALOKE DEVELOPERS LTD.

*[Signature]*

Director

For DEVALOKE DEVELOPERS LTD.

*[Signature]*

Director



Enhanced Interest:

- i) Enhanced/ penal rate of interest as applicable/decided by the bank from time to time will be charged for the period of delay in respect of:
  - a) Delayed/non-submission of financial data required for review / renewal of limits
  - b) Delayed/non-submission of annual financial statements/ FFR etc.
  - c) Delayed/non-submission of stock statements
  - d) Non-renewal of insurance policy(ies)
  - e) Diversion of Funds
  - f) Adverse deviation from stipulated level in respect of various parameters
  - g) Non obtention of External Credit Rating
  - h) Enhanced / Penal rate will be charged on the excess drawings in case any irregularity / breach of the Bank's extant instructions /guidelines applicable from time to time. Enhanced / Penal interest will be compounded monthly.
  - ii) 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.

Details of other charges

Loan Processing Charges	Not Applicable
Upfront Fee	1.10% of the loan amount
Annual review charges for Term Loan	20% of the upfront fee as per applicable card rate (on the outstandings)
Revalidation of Sanction	50% of the loan processing charges applicable to Working Capital limits (0.30% of the loan amount)
Commitment Charges	Not Applicable
Pre-payment Charges	2.00% of the pre-paid amount <ol style="list-style-type: none"><li>i. No charges will be levied on floating rate term loans sanctioned to individual borrowers.</li><li>ii. In case of MSME borrowers, the charges will not be levied for (a) Fixed rate loans up to Rs 50 lakh and (b) Floating rate loans</li><li>iii. 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 and (c) Loans prepaid out of higher cash accruals from the project/ refinancing under 5/25 on the date of refinancing / equity infusion by promoters.</li></ol>
Facility Fee	Not Applicable
Inspection Charges	Actual expenses + Rs 10,000/- subject to a minimum of Rs 30,000/- p.a.
Documentation Charges	Rs 22,000/- – For loans above Rs 5 crore
Equitable Mortgage	Minimum of Rs 50,000.00 Charges are applicable for a maximum of 5 recitals only. Beyond 5 recitals, Rs 5,000/- per recital to be recovered.  The charges are applicable for extension of mortgage on enhancement and for substitution of title deeds also.  The charge specified is applicable per instance irrespective of the number of title deeds.  The charge is applicable for extension of equitable mortgage recorded in favour of other lenders also.
Registered Mortgage	Rs 5,000/-
Delayed Drawdown	1.25% p.a. for delayed draw down beyond 2 months from the due date. (Charged on the amount due for disbursement as per disbursement schedule but not disbursed, for the period of delay).

For DEVALOKE DEVELOPERS LTD.

Director

For DEVALOKE DEVELOPERS LTD.

Director

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Director

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For DEVALOKE DEVELOPERS LTD.

For DEVALOKE DEVELOPERS LTD.



**Application of Penal Interest (GST is not applicable)**

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

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

4. **MARGINS:** Promoters margin of Rs 15 crore is to be brought in proportionately (in line with the projected cash budget) at each stage during the construction period. 30% of the total margin of Rs 15 crore, i.e., Rs 4.50 crore is to be brought in the form of Capital and Reserves by 31.03.2018. Capital is to be infused as projected.

SL.	ITEM	MARGIN (IN %)
<b>A</b>	<b>FUND BASED LIMITS</b>	
a	Raw Materials: Imported	N.A.
b	Raw Materials: Indigenous	N.A.
c	Semi-Finished Goods	N.A.
d	Finished Goods	N.A.
e	Components / Consumables / Spares	N.A.
f	Domestic Receivables	N.A.
g	Export Packing Credit	N.A.
h	Term Loan	16.25%
<b>B</b>	<b>NON-FUND BASED LIMITS</b>	
a	Letters of Credit	N.A.
b	Bank Guarantees	N.A.

5.3 TENOR / RETENTION PERIOD OF BILLS: Not Applicable

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

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

For DEVALOKE should also be effective

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For DEVALOKE DEVELOPERS LTD.

Director

Director

Director

Partners

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**7. CREDIT GUARANTEE COVER: Not Applicable**

- Pre-shipment Credit, if any, will be covered by the Bank under the Individual Packing Credit Guarantee (IPCG) of ECGC, with premium payable by debit to your account.
- Post-shipment policy of ECGC with buyer-wise limits for non-L/C exports to be obtained by you at your cost, if applicable.
- ECGC officials have the right to inspect the Unit, if considered necessary.
- Credit Guarantee under CGTSI Scheme to be covered, wherever applicable.

**8.**

**a) CASH BUDGET STATEMENTS:** The Drawing Power is to be arrived on monthly basis, based on the Cash Budget to be submitted monthly by the Firm. The monthly progress report on construction should be submitted every month, duly countersigned by the Firm's engineer. Monthly progress report indicating number of flats booked / payments received in respect thereto and deposited into the Bank should be submitted. LIE Report from Bank empanelled engineer for progress of construction and cost incurred in the project and CA certificate for the promoters contribution in the project and on the sources and uses of funds in respect of amount incurred on the project to be submitted on quarterly basis by the Firm. Any delay in submission of Cash Budget, LIE Report and CA certificate shall attract penal charges @ 0.1% per month of the outstanding amount.

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

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

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

**10. VALUATION OF INVENTORY:** Valuation of Work in Progress / Construction will be carried out on quarterly basis or at each disbursement by the Bank empanelled valuer.

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

For DEVALOKE DEVELOPERS LTD.

For DEVALOKE DEVELOPERS LTD. For DEVALOKE DEVELOPERS LTD. For DEVALOKE DEVELOPERS LTD.  
*[Signature]* *[Signature]* *[Signature]*  
 Director Director Director  
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**11. SECURITY DOCUMENTS:** The following security documents shall be executed by you and the

Guarantors:

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

**12. OPEN TERM LOAN: Not Applicable**

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

- a) The loan has been considered for the following genuine commercial purposes in line with the regular business activity of the Unit:

- i)
- ii)

- b) The said facility is to be availed within \_\_\_\_ months from the date of sanction (currency of sanction). If the limits are not availed & utilized or only partially availed & utilized within \_\_\_\_ months from the date of sanction, the limit or unutilized portion of the limit, as the case may be, will lapse and shall, therefore, not be disbursed.

- c) The total amount that would be disbursed will not exceed the overall limit sanctioned under this facility and multiple withdrawals also may be permitted only within the currency of sanction.

- d) Every disbursement under this facility shall be made on receipt of a written request from you within the currency of sanction and release shall be subject to scrutiny of basic financial information.

- e) The Bank shall be free to treat each disbursement as an individual loan or limit for accounting or any other purposes.

- f) The period of repayment will commence from the date of the first drawdown for each sub-limit or loan in the facility.

- g) The Bank may club together the repayment of the instalments of different sub-limits or loan disbursed and may be done on a month end / calendar quarter end, etc.

- h) In the event of multiple disbursements, the Bank shall stipulate the repayment instalments for each purpose of drawal.

- i) At the end of the currency of sanction, the Bank may combine and constitute all sub-limits or loans as one limit or loan by re-arranging or re-scheduling the repayment schedules in such a manner that the maximum period of repayment shall not exceed \_\_\_\_ period.

- j) The letters exchanged between the Bank and you shall form an integral part of the security documents and shall be annexed to the General Agreement for Term Loan / Agreement of Loan-cum-Hypothecation.

- k) The primary security shall be hypothecation of the machinery purchased out of the Open Term Loan and the collateral security shall be
  - i)
  - ii)

**13. LARGE PRIVATE BUILDERS:**

- Drawing under the Term Loan will be as per projected Cash Budget. DP will be released and disbursement will be made in proportion with the promoters margin and advance/ sale booking money received duly certified by LIE. Promoters Contribution in each stage shall come upfront before disbursement as per projected Cash Budget. In this regard, statutory auditor and architect

Certificates should be submitted by the firm  
For DEVALOKE DEVELOPERS LTD.

For DEVALOKE DEVELOPERS LTD.

Director

Director

Director

For DEVALOKE DEVELOPERS LTD.

Director



- During currency of the loan the unit will confine its entire borrowings related to the proposed project to SBI, SME Exim Branch.
- The Firm should not induct a person as a partner of the firm, who has been identified as a willful defaulter. In case such a person is found to be a partner, expeditious and effective steps are to be taken for removal of the person.
- Payment of all statutory dues should be routed through the account with us.
- The credit facility to be fully repaid within a period of 47 months from the date of first disbursement irrespective of whether all the flats have been sold or not. Even if the apartments are not booked / sold as per schedule or the sale proceeds are not received as per estimated cash flow, the Company will endeavour to liquidate the loan from its own resources within the stipulated repayment period.
- Major bills / invoice to be submitted to the branch on monthly basis evidencing expenditure toward the project.
- The Company will not change its constitution without the approval of the bank.
- In case any charge, lien/encumbrance is created on assets of the Company without consent of the Bank, the Bank shall have the right to recall entire outstanding in the loan account.
- Company will submit undertaking that it will obtain all necessary approvals / clearances etc. regarding the project as and when due in material time that are required for the successful completion of project.
- Company will submit undertaking that they will ensure compliance of all such conditions stipulated in statutory approvals received for the purpose of proposed project and also confirm all the compliance under WB Promoters Act thereby ensuring proper disclosure, timely completion of project and protection of buyers interest.
- Company to bring in Capital as projected.

**Pre Disbursement Conditions:**

- Disbursement would be made directly to the suppliers. Disbursement to be made proportionately as per infusion of equity duly certified by LIE based on cash budget.
- It is the borrowers responsibility to ensure that the mortgaged properties are duly insured at their own cost and expenses, for all risk. The insurance policy should be assigned in the name of the lender within 60 days of the draw down and copy of the same should be given to us for our record.
- A valid Registered Mortgage on the land would be created.
- The firm to create negative lien on the said property.
- All moneys raised by way of unsecured loans from promoters / their friends / relatives or from any other sources should not be withdrawn / repaid during the currency of Bank loans. Suitable stamped letters of undertaking to be obtained from the Company & such lenders to this effect.
- All the sale proceeds / advance payment from the customers and all expense related to the project will be routed through the Escrow account to be opened with SBI SME EXIM Branch. The Promoters contribution is also to be routed through Escrow account.
- All Current Accounts with other Banks to be closed before disbursement and a certificate from the statutory auditor of the company to be submitted in this effect. Company to submit an undertaking that they will not open any current account with other bank without prior permission from us. The Company has to submit us the copy of the closure of all Current Accounts maintained with other banks. The bank will have the right to audit escrow account and Company's books of accounts.
- Any cost overrun in respect of the proposed project will be met from the Promoters own sources and in the event of advance from the prospective customers falling short of the amount expected in the means of finance, the shortfall would be made good by promoters by contributing additional amount towards their contribution. An undertaking to be submitted in this regard.
- CIR from the existing banker to be obtained/received before disbursement of the loan.
- The firm will disclose the name of SBI, to whom the property is mortgaged, in its Pamphlets / Brochures etc. or in any advertisement of the project in newspapers / magazines/TV channels.
- All publicity by the Company to carry SBIs name as the preferred Banker.
- The Builder will appoint SBI as the preferred Banker and SBI will have the First Right of Refusal for sanction of Home Loans to retail buyers in the project.

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- A Notice Board shall be displayed prominently at the project site mentioning SBI as it's preferred Banker. The Company has to submit an undertaking that the they would facilitate prospective buyers to avail Housing Loan from SBI branches under a tie-up arrangement.
- The Company would indicate in their Pamphlets/ Brochures, that they would provide No Objection Certificate (NOC) / permission of mortgagee Bank for sale of flats / property, if required. NOC for the apartments at the time of agreement to sell & NOC for release the Primary Security at the time of registration of the respective Apartments will be issued subject to credit of the entire sale proceeds of the respective flats..
- The sale agreement between the Developer and prospective buyers should include a clause to the effect that advance booking money and any subsequent payment thereof made by the purchaser to the developer will be paid by A/C payee cheque / draft / RTGS / NEFT or any other means to the Escrow account at SBI SME Exim Branch. On receipt of entire consideration price as per Agreement proportionate ownership rights to be transferred in favour of the buyers of the flats.
- Company will submit quarterly statement for amount received from receivables (advance for booking) charged to the bank and status of sale of unsold flats / spaces designated and amount received against such sale of flats/spaces.
- The Company to submit projected cash budget and actual cash flow statement on a monthly basis. Actual cash flow statement to be certified by Statutory Auditor of the company on a quarterly basis. The Company also to submit monthly progress report indicating number of units booked / sold in advance / full payment received along with cash budget.
- Certificates from statutory auditor and architect are to be submitted by the Company on quarterly basis in respect of amount incurred on the project on the basis of progress of construction of the project.
- Bank empanelled Lenders Independent Engineer (LIE) to be appointed at Company expenses, who will verify the cost of construction at various levels of construction and submit report to the Bank from time to time, preferably quarterly, whether the project implementation is in line with the estimates. The promoters margin will be ensured at every stage.
- The Company has to submit an undertaking that they will provide access to the bank officials and bank appointed LIE for verification of Infrastructure activities to be done outside the land to be mortgaged.

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TERMS & CONDITIONS  
ANNEXURE - B

- a) Disbursement will be made only after completion of security documentation and formalities in respect of mortgage creation / extension. In respect of companies, in addition to these two requirements, charge to be filed with the Registrar of Companies within the prescribed period for creating a charge in favour of the Bank.
- b) Drawings in the account will be regulated on the basis of Drawing Power computed as per the latest projected Cash Budget to be submitted by the Borrower.
- c) The Bank will have the right to examine at all times the Unit's books of account and to have the Unit's factories / offices / showrooms inspected from time to time by the officials of the Bank and / or qualified auditors and / or technical experts and / or management consultants or other persons of the Bank's choice.
- d) The Unit should not be dissolved / reconstituted without obtaining Bank's prior approval in writing. Post-facto approval of reconstitution / dissolution will not be accorded nor the existing guarantors shall be released if the dissolution / reconstitution is effected without prior approval in writing.
- e) The Unit should maintain adequate books and records which should correctly reflect their financial position and scope of operations and should submit at stipulated intervals such statements as may be prescribed by the Bank. The Unit should produce books of accounts for the inspection of Bank staff as and when called for.
- f) The Unit should submit provisional financial statements within one month and audited financial statements within three months from the date of closure of the accounting year. The returns submitted to the GST and Income Tax authorities should also be submitted to the Bank.
- g) The Unit should confine their entire business including foreign exchange business to us.
- h) The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
- i) The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.
- j) In case the Unit fails to complete the formalities with regard to creation of a charge in favour of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstanding or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.
- k) The Unit should keep the Bank informed of the happening of any event likely to have a substantial effect on their profits or business and the remedial measures taken in this regard.
- l) The Unit should keep the Bank informed of any circumstances adversely affecting the financial position of their sister / associate / family / subsidiary / group concerns in which it has invested, including any action taken by any creditor against the said Units legally or otherwise.
- m) After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of instalments under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
- n) The proprietor / partners / directors should not withdraw the profits earned in the business / capital invested in the business without meeting the instalment(s) payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.
- o) All moneys raised by way of deposits from friends, relatives and / or from any other source should not be withdrawn / repaid during the currency of the Bank's advance. Suitable stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank.

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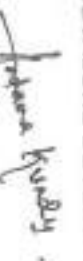
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- p) The Bank's name board(s) should be displayed prominently or painted on the machines pledged / hypothecated to the Bank and/or in the premises where the machines are installed and a list of such assets should also be displayed in the Unit. The Bank's name board(s) should be displayed prominently at the project site. A notice Board shall be displayed prominently at the project site mentioning SBI as its preferred Banker.
- 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 the Unit.
- s) In respect of Working Capital Limits of Rs. 10 crore and above, Financial Follow-up Report (FFR I) should be submitted at quarterly intervals within 52 days from the close of relative quarter. FFR II (Half-yearly Operating Statement) should be submitted at half-yearly intervals within 67 days from the close of the relative half-year. Non-submission of the statements will be construed as non-compliance of the covenants.
- t) A charge of Rs Nil/- will be levied per branch allocation in respect of limits allocated to other branches of the Bank.
- u) In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs 50,000/- (excluding GST) will be levied. A flat charge of Rs 5,000/- will be charged for Registered Mortgage.
- 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 1.10% of limits sanctioned will be charged in respect of Term Loan.~~
- w) If the Credit Rating awarded to the Unit is below SB-10, the risk rating will be reviewed half-yearly. The Unit should provide necessary information to facilitate such a review. In the absence of half-yearly review for want of such information, the risk rating will automatically slip by one step.
- x) Next renewal/review of the above facilities is due on 18.12.2018. The Unit is required to submit financial data one month before the due date. The Audited Balance Sheet is to be submitted within 30<sup>th</sup> September every year.
- y) In respect of Term Loans, enhanced rate of interest is payable under the following circumstances:
- Non-payment of interest / instalments
  - Cross default
  - In case of adverse deviation in respect of any of the following three financial parameters arrived at based on audited financial statements each year, from the estimated/projected levels accepted at the time of sanction /last review, will attract enhanced interest:
    - DSCR, (ii) Interest Coverage Ratio, (iii) FACR
- z) In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be covered under the Group Insurance Scheme.
- aa) In case of a Company being the borrower, the following terms are applicable:
- a) A resolution to be passed in a meeting of the Board of Directors of the Company for availing the credit facilities sanctioned by the Bank and a duly certified extract to be submitted to the Bank. The resolution should contain, *inter alia*, the following particulars:
- Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
  - Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
  - Authority in favour of Directors / Authorised Signatory for filing the documents and Form 8 and 13 with the Registrar of Companies for creating a charge over the assets of the Company in favour of the Bank.

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4. Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
5. Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.
6. Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.
- b) The charge over the assets of the Company in respect of the limits sanctioned herein should be registered with the Registrar of Companies within 30 days from the date of execution of documents and filed copies of Form 8 and Form 13, together with receipt should be deposited with us. The Certificate of Registration is to be produced to the Bank within reasonable time for our records.

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

1. Effect any change in the Unit's capital structure.
2. Implement any scheme of expansion / modernization / diversification / renovation or acquire any fixed assets during any accounting year, except such schemes which have already been approved by the Bank.
3. Formulate any scheme of amalgamation or reconstruction.
4. Invest by way of share capital or lend or advance funds to or place deposits with any other concern, including sister / associate / family / subsidiary/ group concerns. However, normal trade credit or security deposits in the normal course of business or advances to employees can be excluded.
5. Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.
6. Undertake guarantee obligations on behalf of any other company, firm or person.
7. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default had occurred in any repayment obligations.
8. Effect any drastic change in their management setup.
9. Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.
10. Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.
11. Create any further charge, lien or encumbrance over the assets and properties of the Unit / Guarantors to be charged / charged to the Bank in favour of any other bank, Financial Institution, firm or person.
12. Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
13. Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.
14. Open any account with any other bank. If already opened, the details thereof is to be given immediately and a confirmation to this effect given to the Bank.


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

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

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

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

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- ae) I, /We hereby agree and give consent for the disclosure by the bank of all or any such information and data relating to me /us information relating to my/our obligation in any banking facility granted/to be granted to me/us by the bank as borrower /guarantors and in case of default, if any, committed by me/us, in discharge of my /our obligations, as the State Bank of India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL) and any other agency authorized in this behalf by RBI.
- ii. /We undertake that CIBIL and any other agency so authorized may use and process the said information and data, disclosed by the bank, in the manner as deemed fit by them. They may also furnish for consideration the proposed information and data or products thereof prepared by them, to banks or financial institutions and other credit guarantors or registered users, as may be specified by the RBI in this behalf.

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

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

a) To make all payments to its staff, vendors, clients and other persons having dealing with the borrowers electronically except for office petty cash requirements;

b) To receive all payments electronically except when cheques drawn on banks which are not on NEFT/RTGS and

c) SBI/Creditor can inspect the Books of Accounts and records of the borrowers for verifying the compliance of the aforesaid conditions.

ah) The Bank will have the right to step in or sell the stock at discounted price at specified events (in case of default and overdue for maximum 60 days).

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

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**ANNEXURE - C**  
**REVISED STANDARD COVENANTS**

**I. Mandatory Covenants:**

M1. The borrower should maintain adequate books of accounts, as per applicable accounting practices and standards, which should correctly reflect its financial position and scale of operations and should not radically change its accounting system without notice to the Bank.

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

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

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

M5. The borrower should not induct into its Board a person whose name appears in the 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.

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

Cross default will be defined as:

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

Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 30 days.

M7. 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 equity or other capital.

M8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and or management consultants of the Bank's choice. Cost of such inspection shall be borne by the borrower.

M9. After provision for tax and other statutory liabilities, 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).

M10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business; for instance, if, the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and/or proposed to be taken. Further, for listed corporate, the borrower will inform the Bank simultaneously along with Stock Exchange(s).

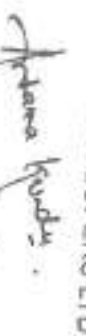
For the purpose of this covenant, "substantial effect on their profit or business" would mean adverse variance of 5% or more.

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

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

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

M14. Each of the following events will attract penal interest/ charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account:

- a. For the period of overdue interest/instalment in respect of Term Loans and overdrafts above the drawing power/limit in Fund Based Working Capital accounts on account of interest/devolvement of letters of credit/bank guarantee, insufficient stocks and receivables etc.
- b. Non-submission of stock statements within 20 days of the succeeding month.
- c. Non submission of Audited Balance Sheet within 8 months of closure of financial year.
- d. Non submission/delayed submission of FFRs, wherever stipulated, within due date.
- e. Non-submission of review/renewal data at least one month prior to due date.
- f. Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover.

M15. 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 suitable inform the borrower(s) and guarantor(s). In addition, the Bank shall have the right to novate/ assign the assets charged.

M16. 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 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 opinion of the Bank, the move contemplated by the borrower is not in the interest of the Bank, the Bank will have the right of veto for the activity. Should the borrower still go ahead, despite the veto, the Bank shall have the right to call up the facilities sanctioned.

MN1. Formulation of any scheme of amalgamation or reconstruction or merger or de-merger.

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

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

MN4. Entering into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction.

MN5. Issue any guarantee or letter of comfort in the nature of guarantee on behalf of any other For DEVALOKE DEVELOPERS LTD. For DEVALOKE DEVELOPERS LTD.

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

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

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

MN9. Entering into any contractual obligation of a long term nature (i.e. 2 years or more) or which, in the reasonable assessment of the Bank, is an unrelated activity and is detrimental to lender's interest.

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

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

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

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

MN14. Opening of Current Account with another bank or a bank which is not a member of Consortium/ M&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/ M&A, the borrower agrees to offer to the Bank (on a right of first refusal basis) at least pro rata business relating to remittances, non – fund based transactions including LCs/ BGs, bill / cheque purchase, Forex transactions and any interest rate or currency hedging business, Merchant Banking, IPO/ FPO, Capital market transactions, Cash Management Product, Vehicle Loan, etc.

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

#### We accept

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Director

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Director

Director

Borrower/s

Guarantor/s

*Seetab Kumar*  
*Seetab Kumar*  
*Seetab Kumar*



PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S)



PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)



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

For DEVALOKE DEVELOPERS LTD.

*[Signature]*

Director

For DEVALOKE DEVELOPERS LTD.

*[Signature]*

Director

For DEVALOKE DEVELOPERS LTD.

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Director

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For DEVALOKE DEVELOPERS LTD.

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Director

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