



Jaroda
Branch, Bareilly

ANNEXURE-B

Name and business experience of promoters

Following are the present directors on the board of company:

- a. Mr. Deepak Agarwal: He stands as mandate of M/s Agarwal Construction Company. Agarwal Construction Company is a proprietary concern of his mother Mrs. Abha Agarwal. Mr. Deepak is born & brought up in and around the construction business of his father & mother and also doing civil construction work in his own name. He also completed two projects of CDS Bareilly & CDS Rudrapur of his own. He is Young & dynamic person & competent enough to take the proposed project.
- b. Mrs. Deepali Agarwal: She is wife of Mr. Ajay Kumar Agarwal, who is a renowned construction of Railway & IFFCO and stands as Partner of M/s. Narendra Dev Railway. This firm undertaken big contract of railway and also completed Bareilly Luj Kuan Rail Track bridge contract which is just completed. The firm has a turnover of Rs. 19.85 Crore & also shows profit of Rs. 1.17 Crore in books of account.
- c. Mrs. Abha Agarwal: She is an owner of Agarwal construction Company & also registered as C class approved contractors with State Government. In the field of civil construction she earned good name & fame & has completed several contract of state Government, CDS, MFS etc.
- d. Mrs. Geeta Gupta: She is wife of Mr. Dhermerendra Gupta and Mr. Dhermerendra Gupta has also completed his service from BDA as assistant engineer.
Thereafter Mr. Dharmendra Gupta engaged in the business of construction & civil work and have completed successfully several projects in Bareilly & Noida. He is also very renowned personality of Bareilly in the field of Real Estate, Construction, and land bank.

ANNEXURE-C

D.A. Engineering & Developers Private Limited is incorporated on 26.03.2012 as a private limited company to undertake a multi storied residential complex project situated at one of the prime initial area i.e. Khosra No. 262, Village Kargaina, Badaun Road, Near South City, Bareilly wherein Mr. Deepak Agarwal, Mrs. Deepali Agarwal Mrs. Abha Agarwal & Mrs. Geeta Gupta stands as its directors. All the directors are having commendable experience in the line of activity.

At the inception of the Company, it is the first project that the Company is going to develop, though the promoters of the company are well experienced in the line of activity and have completed many other projects of construction in Bareilly city namely Gul Mohar, Narendra Vihar, Munshi Nagar & Akansha etc.

The Company start developing a multi storied residential complex situated at one of the dense populated area Kargaina, Badaun Road, Bareilly consisting 72-unit of 2BHK & 3 BHK specifications.



Bank of Baroda
Narayanaj Branch, Bareilly

ANNEXURE-D

Detailed terms and conditions: A/c- M/s D. A. Engineering & Developers Private Limited (Rs in Lac)

Limits	Purpose	Amount in Lacs
Term Loan	For Construction of Building	460.80
IB-Total		460.80
WB-Total		0.00
Total		460.80

Nature of facility	Term Loan
Amount	460.80 Lacs
Purpose	For construction of Building for new project.
Security	<ul style="list-style-type: none"> • DP Note • Letter of Installment (LDOC -57) • Letter of authority to make payment directly to dealer (LDOC-72) • Instrument of Hypothecation (LDOC -17B) • Undertaking by the Company (LDOC-134, 136, 138) • Letter of undertaking in respect of Book Debts (LDOC-51). • Irrevocable Power of Attorney (LDOC-86) • An undertaking not to withdraw deposit till the facility is liquidated (LDOC-64). • Any other document as per the Bank's requirement.
Margin	38%

Rate of Interest

Base Rate + 4.75%+0.20% tenure premium i.e. 15.20% p.a. with monthly rest for SME expended exposure.

Period

-60- Months, subject to annual review.

Repayment

TL of Rs. 460.80 lacs is now proposed to be repayable in will be repayable in -39- monthly installments fixed on ballooning basis as under commencing from January 2015 as per detail underneath:

Repayment Calculation	In Lacs	Months	Total Value
First -9- Installments of	1.50	9	13.50
Next -30- Installments of	14.91	30	447.30
Total		39	460.80

Door to door tenor is -60- months.

Interest and other charges will be paid as and when debited in the account.

Processing/Doc.

As per Bank norms.

Security

Primary Security

Term Loan

1. Equitable mortgage of residential plot of land situated at Khasra No. 262, Village Kargaina, Badliun Road, Near South City, Bareilly having area of 414.05 Sq. Mtrs. registered in name of Company M/s. D. A. Engineering and Developers Private limited vide registered sale deed dated 04.05.2012, registered at Bahi No. 1, Jild No. 5352, Page No. 81 to 156 at Sr No 5327 with Sub Registrar Second, Bareilly. The property is having boundaries as East Plot of Gurmeet Singh,



	Road, North House of Dharmendra Kumar Agrawal, South Prop of Ramesh Ji Both the properties having combined market value of Rs. 102.38 Lacs (Distress Sale Value of Rs. 81.90 Lacs) as per valuation report dated 19.12.2012 of M/s. Arcon, Er, Sumit Agrawal. Total collateral value Rs. 154.06 Lacs
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In addition to above personal guarantee of the following:

Name	Net Worth (Rs in lacs) as on 31.12.2012
1. Mr. Deepak Agrawal	41.70
2. Mrs. Deepali Agrawal	205.01
3. Mrs. Abha Agrawal	24.80
4. Mrs. Geeta Gupta	16.79
5. Mr. Dharmendra Kumar Gupta	110.00
6. Mrs. Neera Gupta	55.00
7. Mr. Pramod Kumar Gupta*	200.00 33.20
Total	653.30 486.50

Other Conditions

i. Assets charged to the Bank shall be evaluated at cost price/ market price/ realizable value controlled price or cost of production whichever is lower

ii. Inspection of Assets charged to the Bank as well as borrowers books/records shall be carried out at periodical interval by authorized officials of the bank. An independent CA shall also be done stock audit at regular interval. All inspection and other incidental charges shall be borne by the Company.

iii. The Bank shall be entitled to charge additional, penal or further interest at the rate as may be decided by the Bank for the Adhoc facility/facilities agreed to be extended or that may be extended by the Bank to the Borrower and such additional interest may be continued to be charged to us by the Bank as long as the Borrower continues to avail such ad hoc facility.

iv. In the event of Bank requiring any information for processing / review of the Borrower's account including furnishing statement of stocks / balance sheet (audited or otherwise), CMA Data, statement of other particulars as may be required by the Bank, within the stipulated period or at the time of processing / review of the Borrower's account and if for any reason, whatsoever, the Borrower is unable to furnish the same within a week or such other reasonable time as the Bank may upon specific request by the Borrower agree to in writing, then the Bank shall be entitled to charge to borrower account and / or claim additional interest at the rate of 2.00% per annum notwithstanding technical review of the Borrower's account as may be otherwise carried out by the Bank in the absence of such information, statements and particulars as required by the Bank.

v. Company to submit an irrevocable Power of Attorney empowering the bank to collect the book etc.

2) DOCUMENTATION

- a) Company to execute prescribed documents for each type of facility as detailed in the sanction.
- b) Documents for credit facilities to be executed and got verified from the Bank's legal officer prior to disbursement of the limits.

3) OPERATION IN THE ACCOUNT

- a) All statutory and/or Regulatory permissions or guidelines from local or other competent authorities be obtained by the branch/borrower (as applicable).



- b) The unsecured loan shall be subordinated to Bank dues, and shall not be paid during pendency of bank finance without specific permission from the Bank. Branch to obtain undertaking from the Company in this regard.
- c) The increase in limits is to be made effective only when other Bank's share is tied and all terms of sanction are complied with.

4) MORTGAGE:

- a. Branch to obtain title opinion/legal scrutiny report regard to the mortgaged property and NEC of the property.
- b. The NEC report should be for -30- years and should specify the period of search i.e. date/month/year to date/month/year.
- c. Agriculture land property should not be accepted for non agriculture finance. Conversion of such land from Agriculture to Non agriculture is to be obtained u/s 143 of UPZA & LR Act. Branch to insist for the latest tax payment receipt of the mortgage properties.
- d. During physical verification of properties, the Branch Manager should satisfy on the following:
 - i). Possession of the property.
 - ii). Age of building.
 - iii). Fair valuation of properties & valued by the valuer.
 - iv). Whether old tenants are residing etc.
 - v). Location of the property/boundaries / accessibility and verification with date, map etc.

5) CHARGES / COMMISSION/PENAL INTEREST

- a) Processing fee, Documentation charges, Lead Bank charges, Commitment fee, Advocate's fee and other charges shall be borne by the borrower as applicable as per the banks extant guidelines.
- b) Company to undertake that charging or non-charging of additional/penal interest in terms aforesaid shall not in any way be construed as waiver or acquiescence on the part of the Bank or satisfaction of any of the terms and conditions stipulated by the Bank for compliance in terms of this undertaking or otherwise howsoever.

6) INSPECTION OF SECURITIES

- a) Bank reserves the right to inspect, by its officers and / or its authorized representatives, at any time, the books of accounts, stock and other assets hypothecated / mortgaged to the bank and the expenses incurred by the bank in this regard will be borne by the Company. The bank also reserves the right to carry out valuation of the securities charged to the bank once in a three years and the cost thereof will have to be borne by the Company.
- b) The goods located in third party locations, the Company will submit a letter of "NO LIEN AND FREE ACCESS" as per the bank's prescribed format and make necessary arrangements for inspection of the assets without hindrance.
- c) An undertaking from the owners of the properties mortgaged to the Bank that there are no arrears of tax including interest leviable thereon under various provisions of Income Tax Act, against them.
- d) **Bank's Name Plate for lien should be displayed at the business premises of the borrower, on hypothecated machinery/vehicle and also at the place of storage of hypothecated/pledged goods.**

7) REVIEW OF FACILITIES

The Company to submit financial i.e. audited / provisional balance sheet of the Company CMA data, personal balance sheet of the guarantors etc. in -3- months advance from the due date of review of the credit facilities. Default / delay in submission of financial data for review of the



credit facilities will attract penal interest at the rate of 2% p.a. on credit facility and may compel the bank to discontinue the facility.

8) **UNDERTAKINGS**

a) The Company to undertake —

- i) To deal exclusively with our Bank (in case of sole banking) and shall not obtain any financial assistance from any other source without express approval of the bank in writing. Relative undertaking shall be obtained.
- ii) Not to invest in shares and debentures of other companies during the currency of the Bank's advance without the bank's prior written consent.
- iii) Not to effect/permit withdrawals of deposits or withdrawals by family members, friends or directors during the currency of the bank advance without the prior approval of the bank.
- iv) That Advance/Facility sanctioned shall be used for the specific purpose for which it is sanctioned and not for any other purpose
- v) The stocks shall be properly stored and packed in a godown with free access to the bank officials at all times.
- vi) To keep hypothecated security fully insured against fire and such other risks as may be required by the Bank and to submit the respective insurance policies to the Bank.
- vii) To allow Bank to carry out inspection of the hypothecated securities at periodical intervals and to bear the inspection charges and other incidental charges incurred by the Bank in connection therewith.
- viii) Unsecured loan shall remain subordinated to Bank finance and shall not be paid during pendency of Bank Finance.
- ix) To allow Bank to charge penal interest @ 2% above the rate applicable to Cash Credit Account on the entire outstanding in Working Capital facilities under the following circumstances:-
 - Non-submission/Delayed submission of monthly stock/book debts statements and other financial data.
 - Excess borrowing in the Cash Credit Account.
 - Default in borrowing covenants

b) Not to create without Bank's prior written consent, charges on all or any of the asset and properties of the Company, other than the existing /proposed charges in favour of other Financial Institution/Banks.

c) That all the moneys advanced or to be advanced by the Bank under the facilities mentioned herein above shall be utilised exclusively for the purpose set-forth in the proposal and for no other purpose and if the said loan/advance is utilised or attempted to be utilised for any other purpose or if the Bank apprehends or has reasons to believe that the said loan/advance is being utilised for any other purpose, the Bank shall have the right to forthwith recall the entire a any part of the loan/advance without assigning any reason therefore.

d) That notwithstanding anything to the contrary contained in any of the documents/agreements executed/to be executed by the Company as also in the Letter of Sanction by the Bank, the Bank shall be entitled to charge the contractual rate of interest at its own discretion without any information to the Company to bring it in conformity with the rate of interest prescribed by the Reserve Bank of India or any other eventuality such as reintroduction of Interest Tax, etc from time to time and the same shall be binding on the Company as if such change were already incorporated in the documents executed by the Company.



- e) That in the event of any irregularity, the Bank at its discretion shall be entitled to charge on the entire outstanding or any portion thereof interest at such enhanced rates as it may fix during the continuance of such irregularity.
- f) Company to undertake that they shall not transfer, dispose of alienate, encumber or deal with in any manner, without prior permission in writing of the Bank the assets, properties, tangible or intangible, moveable or immovable as are charged or mortgaged to the Bank save in the usual course of our business as provided for in documents executed in that behalf.
- g) Names of Borrower, or its Directors/Partners or Guarantors do not figure in any list of defaulters circulated by RBI or any Bank and Financial Institution nor the names of partners/directors appear in caution list issued by RBI/ECGC/DGFT etc.
- h) The borrowing Company as well as guaranteeing directors shall submit an undertaking to the effect that any consideration in whatever form would neither be paid by the Company nor received by the guaranteeing directors, either directly or indirectly (except without prior approval of the Bank) for the guaranteeing of credit limits sanctioned by the bank. (In case the borrower is a limited Company and facilities are guaranteed by directors).
- i) The Borrower shall ensure that the NOC/Clearance/permission of the Pollution control Board is got renewed from time to time.
- j) The Company to comply on an ongoing basis with all statutory obligations required under various acts applicable for Company's activities as per Govt. rules.
- k) The Company will not without the prior approval of the bank effect any major change in the share holding pattern, management control or make investments in fixed assets in associate/group companies except to the extent projected in the data submitted to the Bank.
- l) The bank reserves its right to withhold / stop / discontinue any of the credit limit or even recall the advance without any prior notice or without assigning any reason. The sanction does not vest in any one the right to claim by damage against the bank for any reason whatsoever.
- m) Branch to obtain CIBIL undertaking from the borrower as well as guarantors as per extant guidelines.
- n) Branch to carry out credit rating as per CRISIL model and ensure rating validation and charging of interest as per credit rating.
- The Company to convey acceptance of terms and conditions of sanction in writing before documentation and release of credit facility.**

Note : Branch to obtain usual documents as relevant to the facility as per extant guidelines