LETTER OF ARRANGEMENT

(To be issued in duplicate)

To

M/S Bholey Baba Infracon Pvt Ltd Block C-15/6 BGFS Opp. Nuova Hotel Near G.G.Nurshing Home Sanjay Place, Agra, UP 282002

(Borrower's name & address)

- Sh. Anshuman Bawari -305C Nehru Nagar Apartments Agra 282003
- Sh. Ashish Mangal, B-124 Kamla Nagar Dayal Bagh Agra, 282005
- Sh. Krishan Murari Goyal 201 Nehru Nagar Apartments Civil Line Agra 282003
- 4. Sh. Mohan Swaroop Jain- 69/A1, Surya Nagar , Civil Line Agra 282002
- Sh. Mohit Dadoo-301 Aparna Garden, Sultan Ganj Vijay Nagar Agra 282004
- Sh. Shiv Kumar Agarwal 10/268 F Yamuna Bridge Katra Wazir Khan, Agra 282006
- Sh.Upendra Chhabra- 72 Pandav Nagar, Shahganj Agra 282010 ,
- Smt. Asha Goyal 38/51 Moti Kunj Loha Mandil, Agra 282002
- Sh. Satya Prakash Dadoo 357 Naval Pura Vikas Nagar Laxman Ganj , Khurja 230131
- Smt. Veena Goyal 201 Nehru Nagar Apartments Nehru Nagar Agra 282003
- Sh. Nitin Goyal 201 Nehru Nagar Apartments Nehru Nagar Agra 282003
- Smt. Mridula Bawari, 305C Nehru Nagar Apartments Agra 282003
- Sri Ravi Kumar Goyal, Flat No. 401 4th Floor Aparna Garden, Viijay Nagar Colony Belan Ganj Agra 282004

14. Sh. Shanti Swaroop Jain Flat No. 108C Nehru Nagar Apartments Gandhi Nagar Agra 282003 In witness of Common seal of the Company is

(Guarantor's name & address)

Shri Walto Director of the Company

For Bholey Babo Infracon Pvt. Ltd.

Mad Director

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Letter No.: RmmE /17-18/4 .

Date: 8/11/17

Dear Sirs,

ADVANCES TO SME SEGMENT SANCTION OF SBI ASSET BACKED LOAN

Limit	Primary Security	Collateral Security		
		Immovable property	Personal Guarantee	
Rs 5.50 Cr	Charge on assets created out of Bank finance.	Khasra No. 2087 Old Corporation No. 21/3 Jatni Ka Bagh Agra -	Sh. Ashish Mangal,	

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Director

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6. Equitable Mortgage of Floor Space Bearing No. 6/B,6/G, 6/F, 6/S, Block No. C-15, Sanjay Place Agra — 80.28 7. Equitable Mortgage of Plot No. C-85/E-3 Taj Nagari Phase- II Agra - 351 Sqmt. 8. Equitable Mortgage of Khet No. 33 Village Wazld Pur Near Mandi Samiti Main G.T. Road, Khurja Tehsil & Distt-Bulandshahr - 1745.78 Sqmt. 9. Equitable Mortgage of House No. 6/25 Hing Ki Mandi Kotwali Ward Agra - 189 Sq Yards 10. Equitable Mortgage of 21/3 Jatni Ka Bagh Agra - 120.7 Sqmt	,
21/3 Jatni Ka Bagh	

** Sanction Conditions:

Entire Cash flow of the unit should be routed through our Bank's account only.

2. Unsecured Loans should not be withdrawn from the firm without Bank's permission during currency of the loan.

Unit will submit quarterly progress report of project along with cash flow statement.

Scheme specific terms and conditions are as under,

Facility: Dropline overdraft where limit is reduced every month so as to have the overdraft fully liquidated at the end of the period and there is flexibility of regular transaction both by way of credits and debits upto the limit marked for the month.

Repayment: The loan amount of Rs 5.50 Cr sanctioned is available for a period of 54 months inclusive of moratorium of 18 months as per repayment schedule from date of disbursement tentatively in the month of November 2017 with annual review when it may be reinstated/cancelled depending upon the conduct and utilization of advances.

Interest Rate: Rate of Interest:3.05 % above MCLR . Present effective rate is 11.00% p.a.(Present MCLR is 7.95 %)

Upfront fee; Upfront fee charged will be 1% of the limit(Max Rs 10.00 Lac)

Collateral: The loan is granted against maximum 60% of the realizable value of

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Director	अग्राह्माडीग्रह	De series	asgonal	
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immovable property. (Compliant under SARFAESI Act)

Penal rate: 2% above the applicable interest rate will be charged on the overdue amount beyond 07 days.

<u>Prepayment Panelty</u>: In case of pre-payment / pre-closure from internal accruals pre-payment / pre-closure penalty will not be levied. Else 2% of the drawing power.

Commitment Charges:Nil (More then 75% utilization);0.50%(50% to 75 % utilization) and 1% (less than 50% utilization)

We are forwarding this letter in duplicate along with Annexures A & B and shall be glad if you return to us the originals duly signed by you and the guarantors in token of having accepted the Terms and Conditions, below the words "We Accept" appearing at the end of the Annexures and retain the duplicate 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,

RMME SALES HUB NUNHAI AGRA

Encl.: Terms and Conditions - Annexures A & B (No. of pages: 7)

In witness of Common seal of the Company is affix on. & 1/1/1/1 Pursuant to a Resolution of the board of Directors Passed on. & 1/1/1/1 In the Presence of Shri. 1/1/1/1 Director of the Company

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TERMS AND CONDITIONS

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For Bholey Baba Intracon PM. Ltd.

Director

And Director

ANNEXURE A

1. PERIOD OF ADVANCE & REPAYMENT TERMS:

Moratorium from Oct. 2017 to March 2019

Installment from April 2019 to January 2022- Rs. 15.00 Lacs per month.

Installment from February 2022 to March 2022- Rs. 20.00 Lacs per month.

Interest is payable every month from Oct 2017 to March 2022.

2. RATE OF INTEREST:

Rate of Interest: 3.05 % above MCLR. Present effective rate is 11.00 % p.a.(Present MCLR is 7.95%) .Interest shall be charged on the debit balances in the overdraft account 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 rate of interest is subject to revision from time to time and you shall be deemed to have notice of changes in the rate of interest whenever the changes in Base Rate are displayed/notified at the branch/published in newspapers/made through entry of interest charged in the statement of account sent to you.

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

Enhanced Interest:

 Enhanced rate of interest at 1% cumulatively subject to a maximum of 2% will be charged for the period of delay in respect of:

Delayed/non-submission of financial data required for review / renewal of limits

b) Delayed/non-submission of annual financial statements

Delayed/non-submission of stock statements

ii) Enhanced rate will be charged on the excess drawings in case any irregularity / breach is continuously less than 60 days, and if it exceeds beyond 60 days, on the entire outstandings from the date of irregularity / breach. Enhanced interest will be compounded monthly.

iii) 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.

3. INSURANCE:

All the assets charged to the Bank should always be fully insured by the Borrower against fire, lightning, riots, strikes, floods, cyclones, earthquakes, civil commotion, and other natural calamities, etc., with a company approved by the Bank in the joint names of the Bank and yourselves, at your cost for full market value or Bank's interest, whichever

For Bholey Baba Infracon Pr. Link

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is higher. The policies / cover notes should be lodged with the Bank. The policies should be kept alive (current) during the currency of the advance. In the event of non-compliance, the Bank reserves the right (but not be bound to exercise) to take the insurance cover as required by the Bank by debit to your account. The machinery to be purchased out of the Term Loan, if any, to be insured for the full market value or original cost of the machinery, whichever is higher. Likewise all the renewals of the policies should also be effected /done by the Borrower at all materials.

4. STOCK STATEMENTS:

Half yearly submission of statement of stock/receivable/fixed asset during second quarter and last quarter of financial year.

5. INSPECTIONS:

The Bank's officials / inspectors are to be permitted in the factory / business premises as and when required to inspect the stocks / books / equipment. Where the premises are leased / hired, necessary approvals to the effect from the Lessor, if any required, are to be obtained. All assistance to be extended to the Bank's officials in conducting and completing such inspections smoothly. Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. The cost of such inspections shall be borne by you.

6. VALUATION OF INVENTORY:

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

7. SECURITY DOCUMENTS:~

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

- a. Mortgage Document
- b. Guarantee Agreement
- c. Agreement of loan cum hypothecation
- d. DP Note and DP Note Delivery letter.
 - e. Any other documents as may be required by the Bank
- f. Yearly affidavit from the borrower that funds have been /will be utilised for the range of approved activities under MSMED Act 2006, wholesale/retail trade and not used for speculative purpose like investment in stock market, acquisition/development of land etc or for any activity not permitted by law.

TERMS & CONDITIONS

For Etholey Baira Intracon Prt. Ltd.

Director

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ANNEXURE B

 a) i)You (The builder/developer/company) would disclose in the Pamphlets/Brochures etc,the name(s) of the Bank to whom the property is mortgaged.

ii)You would append the information relating to mortgage while publishing advertisement of a particular scheme in newspaper/magazines etc

iii)You would indicate in your Pamphlets/Brochures that they would provide No Objection Certificate (NOC)/permission of mortgagee Bank for sale of flats/property, if required iv)You shall not raise any fund from any Bank/FI on said project during the currency of our Loan as per the terms of ABL scheme under which the facility has been extended. v)No Parri-passu charge shall be shared with any other FI/Banks over the collateral

v) The sale proceeds shall be deposited in the SBI account opened under the said ABL CRE account and the Demand letter of the instalments raised shall invariably carry the details of the said account with the Bank where the payment is to be made.

- Disbursement will be done only after completion of security document and formalities in respect of mortgage creation. 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
- 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 nor the existing guarantors shall be released if the dissolution/reconstitution is effected without prior approval in writing.

e) The Unit should submit provisional financial statements within one month and audited financial statements within three months from the date of closure of the accounting year. The returns submitted to the Sales Tax and Income Tax authorities should also be submitted to the Bank,

The Unit should confine their entire business including foreign exchange business to

The Bank will have the option of appointing its nomines on the Board of Directors of the Unit to look after its interests.

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

- 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 % on the outstandings or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.
- 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.

For Bholey Baba Infracon Pvt. Ltd.

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- k) 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 as invested, including any action taken by any creditor against the said Units legally or otherwise.
- After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of instalments or other repayment obligations, interest and any other dues from the Unit to the Bank
- m) 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
- n) 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 tamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank
- o) 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
- p) 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.
- q) 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.
- r) Inspection charges of Rs 3,000/- per inspection+GST.
- In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs.40000/- plus GST will be levied.
- t) Documentation charges of Rs 22,000/- plus GST.
- Upfront fee at the rate of 1.00 % of limits sanctioned (Max Rs 10.00 Lac) will be charged in respect of dropline overdraft.
- Penal rate at 2% above the applicable rate will be charged on the overdue amount beyond 07 days. The Bank shall also be entitled to charge at its discretion, enhanced interest rates on the account, either on the entire outstandings or on a portion thereof, for any irregularity / non-observance / non-compliance of the Terms and Conditions of the overdraft.
- v) In case of a Company being the borrower, the following terms are applicable:
- I) 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:

For Bholey Babe Infracon Prt. Ltd.

Director

Director

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i) Acceptance of the Terms & Conditions of the credit facilities sanctioned to the

ii) Authority in favour of Directors / Authorised Signatory to execute the security

documents for availing the credit facilities sanctioned to the Company.

iii) Authority in favour of Directors / Authorised Signatory for filing the document and Form 8 and 13 with the Registrar of Companies for creating a charge over the assets of the Company in favour of the Bank.

iv) Affixation of the Company's Common Seal on the security documents and vesting of

authority to authenticate such affixation.

v) Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.

vi) Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.

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

Effect any change in the Unit's capital structure.

ii) 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.

iii) Formulate any scheme of amalgamation or reconstruction.

iv) 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.

v) Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.

vi) Undertake guarantee obligations on behalf of any other company, firm or person. vii) 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.

viii) Effect any drastic change in their management setup.

(x) Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.

x) Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.

xi) 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.

xii) Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.

xiii) Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.

xiv) 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.

For Bholey Baba Infracon Pvt. Ltd.

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- y) Unconditional Cancellability. Notwithstanding anything contained herein above, the Bank reserves the absolute right to cancel the limits unconditionally without prior
- a) In case the limits/part of the limits are not utilized
- b) In case of deterioration in the loan account in any manner whatsoever and/or
- c) In case of non -compliance of term and conditional of sanction, and/ or
- d) For any other reason which the bank considers appropriate to cancel the facility,
- z) (a). In the event of default in repayment of any monies or in the performance or breach of any terms or obligations, the Bank and / or the Reserve Bank of India or any other authorized agency will have an absolute discretion or unqualified right, power and authority to disclose or publish your name(s) and other details in such manner as they deem fit;
- (b) The authorized agencies e.g. CIBIL, etc., may use, process, publish or furnish for consideration or otherwise the information disclosed and /or data or products prepared by them to any person, any to other credit granters and that you shall not raise any dispute whatsoever in that behalf in all respects and to all intents.

We accept

Barrower/s

Guarantor/s

PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S) For Eholey Baba Infra For Bholey Baba Infracon Pvt. Ltd. Director PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)

For Bholey Baba Infracon Pvt. Ltd.

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In witness of Common seal of the Company in affix on the land Pursuant to a Resolution of the board of Direction Passed on 3 12222 in the Presence of Shri. That All Shring Director of the Company

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For Bholey Baba Infraom Pvt. Ltd. Director 3-11 PHISTIZE