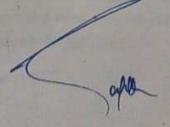


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FORM 'B'

[See rule3(4)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr./MsCLOVER PROB STOMOTER TO the proposed

project / duly authorized by the promoter of the proposed project, vide its/his/their
authorization dated 13/64/2
I, (THEN JAEN promoter of the proposed project / duly authorized by the
promoter of the
proposed project do hereby solemnly declare, undertake and state as under:
1. That I / promoter have / has a legal title to the land on which the development
of the project is proposed,
OR ,
the proposed project is to be social at the land on which the development of
the proposed project is to be carried out,
AND,
a legally valid authentication of title of such land along with an authenticated
copy of the agreement between such owner and promoter for development of the
real estate project is enclosed herewith.
2. That the said land is free from all encumbrances.
OR
That details of encumbrances Attached including details of any
rights, title, interest or name of any party in or over such land, along with details.
OT
The time period within which the project shall be completed by me/promoter
1 31 12 2026
That selenty per cent of the amounts realised by me/promoter for the real estate

from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction

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and the land cost and shall be used only for that purpose.

- 5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
- 6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
- 7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been incompliance with the proportion to the percentage of completion of the project.
- 8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
- 9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
- 10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from. Verified by me at hand on this day of 31 may 2021

Deponent



CIN: L74899DL1992PLC051462

Date: 27th October, 2020

To,

Clover ProBuild Private Limited, A-10, B-1, Mohan Co-Operative Industrial Estate, Badarpur New DELHI-110044

		Sanction Letter for Term Loan of Rs. 30 crores (Rupees Thirty Crore Only)			
S. No.	Particulars	Terms and conditions			
1.	Borrower	Clover ProBuild Private Limited			
2,	Loan Facility	Term Loan			
		Mr. Vipin Tyagi (Guarantor 1)			
		Mr. Ajay Chaudhary (Guarantor 2)			
		Mr. Akshay Tyagi (Guarantor 3)			
		Mr Vijay Singh (Guarantor 4)			
3	Guarantors	Mr. Ashish Tyagi (Guarantor 5)			
		Mr. Rakesh Kumar Agarwal (Guarantor 6)			
		Mr. Gajen Jain (Guarantor 7)			
		Mr. Gyanender Singh Nagar (Guarantor 8)			
		(collectively "Guarantors")			
	=	Part Financing of land cost payable to GNIDA and balance towards Completion of Construction			
4.	Purpose	of the project "Spring Homes' currently/formerly Known as "Aaradhyam Golf Homes" located			
	- 15	at Sport City, GH-08, Sector Adjoining Techzone IV, Greater Noida West			
		Loan facility would be of Rs. 30 Crore (Rupees Thirty crores) in the following manner:			
		Rs 10 Crore (Rs Ten Crores only) for land cost payable to GNIDA			
5,	Sanctioned	And			
5.	Amount	Rs 20 Crore (Rupees Twenty Crores) towards development and construction of project "Spring			
		Homes" currently/formerly Knowns as "Aaradhyam Golf Homes " (a Group Housing Project			
		owned by Company) located at Sports City, near Techzone-IV, Greater Noida.			
		Loan shall be disbursed in the following manner:			
		Up to Rs. 10,00,00,000/- (Rupees Ten Crores only) shall be disbursed towards land payment to			
		GNIDA and Processing fees, .			
C	Schedule of	Up to Rs 20,00,00,000 (Rupees Twenty Crore only) to be utilized towards development and			
6.	Disbursement	construction of Project "Spring Homes" currently/formerly knowns as Aaradhyam Homes.			
obuilo					
1	2	Any amount under this loan facility shall be disbursed upon execution of loan documents to the			
New Delhi);		satisfaction of the lender.			
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Loan facility shall be secured by way of the following securities: 1. Mortgage (including but not limited to all unsold units of project) in the form and manner acceptable to the Lender, over the project to be titled as "Spring Homes" currently/ formerly known as "Aaradhyam Golf Homes", located at Sports City GH-08, Sector Adjoining Techzone IV, Greater Noida West together with the buildings and structures constructed or to be constructed thereon and anything attached to the earth or permanently fastened to anything attached to the earth both present and future thereon and every part of both present and future. 2. Charge on existing and future receivables of Projects and the Escrow Account(s) together with all monies lying in the Escrow Account(s) from time to time. charge on all present and future current assets/movable assets (present & future) owned by Borrower. 4. Pledge of 100% shareholding of Clover Probuild Private Limited 5. In addition to the above the, the Loan Facility shall be secured by the following: A. Irrevocable and unconditional Personal Guarantee of all Guarantors **Demand Promissory Note** 6. any other/additional /documents as may be required by the Lender from time to time. 7. Security AND Other terms and conditions as provided in the loan documents to be executed in favour of Lender, to the satisfaction of Lender. All securities mentioned above shall be created in the form and manner acceptable to the Lender and to its satisfaction. The Borrower and/or Security Providers (means a person who creates security for the Term Loan and shall include a Mortgagor, Pledger and Guarantor), as the case may be, shall have filled the particulars of charges, as required under the law, with the concerned ROC and have submitted the certificate regarding registration of charge to the Lender. The Borrower and/or Mortgagor shall make the title of Mortgaged Properties, Project Approvals and/or the Project clear and marketable to the satisfaction of the Lender. The mortgage/charges and Security Interest referred to above shall be created in the form and manner acceptable to the Lender and to its satisfaction and the Borrower shall submit/arrange for all the permissions, wherever required, for creation and perfection of such mortgage, charges and Security Interest. The Lender may appoint advocate(a)/solicitor(s)/law firm(s) of its choice for carrying out the investigation of the title and the Borrowers shall bear all the fees/expenses/cost etc. of such advocate(s)/solicitor(s)/law firms(s). This loan facility would be advanced for a period of 60 Months from the date of the first disbursement (Tenure) and shall be repaid in 30 Installments of Equated Principal, beginning Tenure of Loan from 31st month (i.e. after end of moratorium period of 30 months). Facility The Tenure shall exclude broken period during which interest would be charged from Borrowers. Ashul Typy

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		The Lender would reserve the right to demand/recall the loan amount along with interest				
		thereupon in the event of any default and/or in such circumstances as deemed fit by the Lender				
9.	Principal moratorium period	30 months from the date of first disbursement (excluding the BPI)				
10.	Rate of Interest	17.00 % p.a. cpmpounded and payable at monthly rests.				
11.	Penal Interest	In case of occurrence of event of default as provided in the transaction documents including the events of default as detailed below a Penal Interest at the rate of 6% p.a., (plus taxes applicable if any) on the outstanding balance of loan facility, shall be levied and payable by the borrowers to the Lender, for the period for which such default event continues. a. When any interest is payable by the borrowers to Lender for the said loan facility, is not paid on the due date as per the terms of payment of interest, b. When any installment of principal amount payable by the borrowers to lender for the said loan facility, is not paid on the due date as per the terms of re-payment of principal amount, c. On Contravention of any terms of sanction of loan facility, as mentioned in this Sanction Letter, or Loan Agreement or any document related to this term loan facility whether at the time of sanction of loan facility or in future, (without prejudice to any other rights/remedies of the Lender)				
12.	Availability Period	12 Months from date of execution of Loan Agreement. However, it can be extended as mutually agreed between Lender & Borrowers.				
13.	Processing Fees	One time non-refundable fees of 0.50 % on the sanctioned amount (Plus Applicable Taxes) to be paid at the time of First disbursement.				
14.	Project Cost Budget	Project Budget Cost shall be as follows: For Project (Spring Homes): Amount to be incurred from 31.10.2020 onwards to mee Construction, Land Cost, Approval Cost, Sales/Marketing, Admin Cost & Other Expenses, for the Project shall not exceed Rs.125 crores (excluding the finance cost for the project). Any increase in the Project Cost Budget shall be funded by the Promoters through their ow sources without any obligation of any nature whatsoever on the Lender.				
15.	Covenants	As per Annexure-1				
6.	Balance Transfer/ Pre-payment Charges	 In case of Pre-payment of loan facility, following charges shall be levied: One Time Balance Transfer/Pre-payment charge, of 2% (plus applicable taxes) on the outstanding amount receivable from borrowers, shall be levied & paid by the Borrower is the event, that, if Borrower get the said loan facility taken over (Balance transfer) by an other lender (including individual, institution, bank or any other corporate or nor corporate entity) or repay from any source of funds, within 12 months from the date of first disbursement, No Balance Transfer/Pre-Payment Charge shall be levied, in the event, that, if the said load facility has been taken over (Balance Transfer) or prepayment made after the expiry of period of 12 months from the date of first disbursement However, such prepayment charges are not applicable, on the amount appropriated towards the outstanding balance by way of capitalization of proceeds of Borrower in Escrow Account opened with Lender. 				

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		Also, in case of Balance transfer/pre-payment of said loan facility, it is mandatory for borrower to serve an advance notice of atleast 1 Month, before the Balance Transfer/prepayment of the said loan facility, by way of official request, addressing the Lender, for Balance Transfer/prepayment of said loan facility.
	Cheque/ NACH	Rs.1,000/- (plus applicable taxes) for every bounce.
17.	Bouncing Charges	(plus applicable taxes) for every sources
18.	Mandatory Repayment	Borrower shall comply with the terms of Mandatory Repayment as per below mentioned manner: Project-: Spring Homes 50% of all Project Cash flows received by Borrower shall be compulsorily/mandatorily allocated towards repayment of loan facility.
		The Mandatory Prepayment percentage can be changed at any time at the discretion of the Lender. There will be no prepayment penalty charged from Mandatory Prepayment at any given time.
19.	Escrow Account	Escrow Accounts to be opened as per RERA within 30 (thirty) days of the date of Updating RERA Details and other documents and it is the responsibility of the Company to open and activate the escrow accounts. All the Project receivables must be transferred to the collection escrow account only and routed in the manner detailed in the Escrow Agreement to be executed with respect to the same. In case borrower sells the units and collect the proceeds from (already Sold und unsold units) projects, before opening of Escrow Account, then it shall be deposited in any current account and proportionate capitalization shall be transferred to Lender's Account within 5 days. Also, borrower shall inform all the flat buyers and other Lending institutions (form where individuals flat buyer has obtained the loan facility against the units sold by borrower), to deposit the future proceeds of the units, into that Escrow Account only. In case of any non-adherence, Additional interest @ 5% per month (for the period of delay) to be charged on any such amount not transferred (the additional interest should be charged post expiry of 5 days of receipt of monies in an account other than the said Escrow Accounts)
20.	Repayment	As per Annexure-2
21.	Receivable Cover	At least 2x of the outstanding of all loan facilities raised by Borrower group from the Lender.
22.	Minimum Sales Price for unsold inventory	Borrower shall maintain the minimum Selling rate of Rs. 3,400 per square feet for every residential unit. However, in the event any unit is sold below the above mentioned minimum sale price, then promoter shall infuse the funds from their own sources to provide the requisite capitalization to lender.
Vew Delhi	Pre-Disbursement Conditions	 Undertaking from borrower to change the name of the project from "Aaradhyam Golf Homes" to "Spring Homes" within 15 days from the date of disbursement. Submission of Audited Balance Sheet of Borrower(s) as on 31.03.2020 Submission of Provisional Balance Sheet of Borrower(s) as on 30.09.2020.

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- 4. Submission of Calculation, along with Letter & Challan for Dues outstanding towards Authority, including the Pratikar Charges, Annual Lease Rent, One Time Lease Rent and FAR Charges on the letterhead of the Borrower(s), duly self-attested by borrowers/Guarantors.
- 5. Submission of **Cost of project & Means of Finance** of the Project as on 30.09.2020, certified by Chartered Accountant.
- 6. Borrower shall obtain the all required NOC/Approvals from GNIDA, RERA & Other authorities, as applicable and ensure renewal of same from time to time.
- 7. Undertaking from Statutory Auditor of the Borrowers, stating that, borrowers have complied with all the compliances for creation of mortgage of land and availing of loan facilities, as per law under Income Tax Act & Companies Act, 2013.
- 8. Undertaking from Borrowers, that no fresh equity shares can be issued without prior written permission of the Lender.
- 9. Undertaking from borrower(s) & guarantor(s) that, no sale/transfer/dispose of equity shares held by the shareholders in the concerned company and its holding companies shall be effected, without prior permission of lender.
- 10. Undertaking from borrowers, that no fresh loan can be raised without prior written permission of Lender.
- 11. Undertaking from borrowers, that they shall obtain the NOC from the lender before raising any loan facility either as corporate or individual capacity.
- 12. Undertaking from borrowers, that they shall obtain the prior written NOC from the Lender before proposing any kind of dividend or buy-back of shares or change of shareholding among the existing members of Companies.
- 13. Undertaking from Borrower that in case **GNIDA** ask for additional payment to release the PTM, then Borrower/Guarantors shall pay the same from their own sources.
- 14. Undertaking from borrowers, that they obtain the prior written NOC from the Lender before repayment of any Unsecured Loan, outstanding as on current date or in future in books of the Companies.
- 15. Undertaking for proposed shareholders for Non-disposal of shares.
- 16. Submission from of original copy of Share certificate with the Lender
- 17. Undertaking from borrowers, that No Unit (flats) has been sold under any arrangement of Buy-Back/Assured Return/Bulk Sale in respect of the project i.e. "Spring Homes" currently/formerly Knowns as "Aaradhyam Golf Homes", Greater Noida West".
- 18. Execution of documents for opening/addendum of Escrow Agreement and related documents.
- 19. Submission of share purchase agreement for Acquisition of shares of M/s Clover Probuild Private Limited.
- 20. Latest CA Certified List of Shareholders & Directors of Borrowers.
- 21. CA Certified Net Worth of borrower & guarantors.
- 22. Borrower Shall Provide the payment plans of the project.
- 23. Perfection of all the security interest.
- 24. PDCs from the obligors/guarantors/Borrower, in favour of Lender, for the security of repayment of Principal & Interest.

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		Any subsequent disbursement shall be disbursed subject to following conditions:
		 Dematerialization and Pledge of shares within 30 days. Borrower shall submit the PTM in favor of CSL Finance Limited within 15 days from the date of first disbursement.
		 Borrower shall submit the revised Building plan to CSL Finance Limited by 15th Nov 2020. Submission of Revised BBA and NOC from the 61 Flat Buyers which are retained as
		 the customer within 60 days from date of disbursement. Cancellation Letter/Adjustment Letter along with the NOC/No Due from the Flat buyers which are cancelled.
		 Borrower Shall submit Revised Sanction Building Plan approved by GNIDA for the project by 28th Feb-2021.
		Borrower Shall get the project approved under APF. The state of the project approved under APF.
		Borrower Shall submit RERA Completion Timelines for the project by 15 th Apr 2021. The project of the borrower with the project of the borrower with
		Registration of Charge over receivables of project, assets of the borrower, with Pariety of Companies, within 20 days from the date of greation of charge.
		Registrar of Companies, within 30 days from the date of creation of charge. Opening and Operationalization of the Escrow Account(s).
		 Opening and Operationalization of the Escrow Account(s). Borrower shall obtain prior written NOC from lender, before entering into agreement for sale of units with buyer.
24.	Post- Disbursement Conditions	 Borrower shall mention in BBA that Project is mortgaged with CSL Finance Limited. Borrower shall comply with all the conditions of RERA and shall register the flat-buyer
		 agreement/builder-buyer agreement with the Registrar as per RERA Condition. Borrower shall disclose in the pamplets/brochures/advertisements materials
		pertaining to the project that the properties belonging to project has been mortgaged
		with the Lender(s). The Borrower shall also mention/indicate in the
		pamphlets/brochures, that the borrower and the security provider(s) shall obtain and provide NOC/permission from lender for sale of flats/units in the project.
		 Submission of Audited Financials and other documents to lender, as and when called by lender or filed by borrower with any authority/department on Annual basis.
		 Submission of the copy of Bills/Purchase order, with the lender for the construction work done or reconciliation of construction expenses done, if any.
		 Submission of Sales MIS & Unsold Inventory on monthly basis, by the 7th from the end of the month, certified by borrower.
		 Submission of Cost of Project & Means of Finance, on monthly basis, by the 7th from the end of the month, certified by borrower.
6 bullo		 Submission of Trial Balance and Statement of Current accounts, on monthly basis, by the 7th from the end of the month, certified by borrower.
9 No.		 Activity-wise construction completion and money spend on each activity. Any other information desired by Lender Finance Limited, for the security of repayment of loan outstanding.
	Post Dated	- The Borrower shall deliver post-dated cheques/ NACH Mandate to the Lender for the du
25	Cheques/ NACH mandate(PDCs)	repayment of the loan amount and monthly interest thereon. Such cheques shall be deemed to have been given for adequate consideration already received by the Borrowe
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		and shall not absolve the Borrower from their liability to pay the said sums hereunder until
		the cheques are duly encashed & realized.
		The Guarantors shall also deliver their respective post-dated cheques to the Lender for the
		due repayment of the loan amount.
	Execution of	The loan facility shall be sanctioned and all the requisite documents to be executed on the acceptance
26.	Documents	of the aforesaid sanction letter by the Borrowers as required by the Lender and necessary to
	Documents	concretize the transaction.

Please further note that all the terms of the loan facility shall be governed by the Loan Deed and its related documents and terms of such documents shall always supersede the terms of this Sanction Letter.





Acceptance by Guarantor No 1:

Mr Vipin Kumar Tyagi

Acceptance by Guarantor No2:

Mr Ajay Chaudhary

Acceptance by Guarantor No 3:



Acceptance by Guarantor No 4:
Mr Vijay Singh
Acceptance by Guarantor No 5:
Mr Ashish Tyagi
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A
Acceptance by Guarantor No 6: Mr Rakesh Kumar Agarwal
Rekagn Aggress
Acceptance by Guarantor No 7:
Mr Gajen Jain
Acceptance by Guarantor No 8:
Mr Gyanender Singh Nagar
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Annexure-1:- COVENANTS

A. Sales (Net of Cancellation) & Collection Milestones:

	Spring Ho	mes (Currently/Form	nerly Aaradhyam Go	olf Homes")	
Timelines	Fresh Area(In Sq Ft) to be sold	Cumulative Fresh Area to be sold	Collection from Fresh Sold Area	Collection from the already Sold area	Cumulative Collection from the project
Oct-2020 to Dec-2020					
Jan-2021 to Mar-2021			Holiday Period		
Apr-2021 to Jun-2021					
Jul-2021 to Sep-2021	67623	67623	3.73	1021	3.73
Oct-2021 to Dec-2021	67623	135247	6.32	4	6.32
Jan-2022 to Mar-2022	67623	202870	6.67	0.86	7.53
Apr-2022 to Jun-2022	67623	270494	13.89	3.31	17.21
Jul-2022 to Sep-2022	45082	315576	8.30	1.09	9.39
Oct-2022 to Dec-2022	36066	351642	9.26	1.47	10.73
Jan-2023 to Mar-2023	27049	378691	12.09	2.39	14.48
Apr-2023 to Jun-2023	22541	401232	15.76	3.27	19.03
Jul-2023 to Sep-2023	18033	419265	11.44	2.06	13.50
Oct-2023 to Dec-2023	9016	428282	10.62	2.20	12.82
Jan-2024 to Mar-2024	4508	432790	9.86	2.20	12.06
Apr-2024 to Jun-2024	4508	437298	3.56	0.60	4.16
Jul-2024 to Sep-2024	4508	441807	7.78	1.62	9.39
Oct-2024 to Dec-2024	4508	446315	7.91	1.62	9.53
Jan-2024 to Mar-2025	4508	450823	8.05	1.62	9.66
	450823		135.25	24.30	159.55

B:- Construction Time Line

Timelines	Tower A	Tower B	Tower C	Tower D
On or before June-21	Completion of 4th floor slab	Completion of 7th floor slab	Completion of Raft Work	Completion of Raft Work
On or before Sep-21	Completion of 7th floor slab	Completion of 10th floor slab	Completion of 3th floor slab	Completion of 3th floor slab
On or before Dec-21	Completion of 10th floor slab	Completion of 13th floor slab	Completion of 6th floor slab	Completion of 6th floor slab
On or before Mar-22	Completion of 13th floor slab	Completion of 16th floor slab	Completion of 9th floor slab	Completion of 9th floor slab
On or before June-22	Completion of 16th floor slab	Completion of Structure and completion of Brickwork till 5th floor	Completion of 9th floor slab	Completion of 9th floor slab
On or before Sep-22	Completion of 19th floor slab	Completion of Brickwork till 15th floor	Completion of 12th floor slab	Completion of 12th floor slab
On or before Dec-22	Completion of Structure and Completion brickwork till 5th floor	Completion of brick work	Completion of 15th floor slab	Completion of Structure
Op or before Mar-23	Completion brickwork till 15th floor	Internal and external plaster under progress	Completion of Structure and	Completion of brick work till 10th floor

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			brickwork till 5th floor	
On or before June-23	Completion of brick work	Completion of Internal and External Plaster work	Brick work till 12th floor	Completion of brick work
On or before Sep-23	Internal and external plaster under progress	Internal and external Paint under progress	Completion of brick work	Internal and external plaster under progress
On or before Dec-23	Completion of Internal and External Plaster work	Completion of Internal and external Paint	Internal and external plaster under progress	Completion of Internal and External Plaster work
On or before Mar-24	Internal and external Paint under progress	Other finishing work under progress	Completion of Internal and External Plaster work	Internal and external Paint under progress
On or before June-24	Completion of Internal and external Paint	Completion of Finishing work	Internal and external Paint under progress	Completion of Internal and external Paint
On or before Sep-24	Other finishing work under progress		Completion of Internal and external Paint	Other finishing work under progress
On or before Dec-24	Completion of Other finishing work	1,227	Completion of Other finishing work	Completion of Other finishing work
On or before Mar-25	Getting OC for Entire project			

C:- Approval Timelines

	Project Approval Timelines				
-	Timelines	Project Approval			
1	On or before 15-Nov-2020	Submission of Proposed Building Plan to GNIDA for approval			
	On or before 28-Feb-2021	Submission of Revised Building sanctioned Plan approved by GNIDA to CSL			
	On or before 15-Apr-2021	Updating project details in RERA			

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Annexure 2:- Repayment Schedule

S.No	Month	Amount
1	31-May-23	10,000,000.00
2	30-Jun-23	10,000,000.00
3	31-Jul-23	10,000,000.00
4	31-Aug-23	10,000,000.00
5	30-Sep-23	10,000,000.00
6	31-Oct-23	10,000,000.00
7	30-Nov-23	10,000,000.00
8	31-Dec-23	10,000,000.00
9	31-Jan-24	10,000,000.00
10	29-Feb-24	10,000,000.00
11	31-Mar-24	10,000,000.00
12	30-Apr-24	10,000,000.00
13	31-May-24	10,000,000.00
14	30-Jun-24	10,000,000.00
15	31-Jul-24	10,000,000.00
16	31-Aug-24	10,000,000.00
17	30-Sep-24	10,000,000.00
18	31-Oct-24	10,000,000.00
19	30-Nov-24	10,000,000.00
20	31-Dec-24	10,000,000.00
21	31-Jan-25	10,000,000.00
22	28-Feb-25	10,000,000.00
23	31-Mar-25	10,000,000.00
24	30-Apr-25	10,000,000.00
25	31-May-25	10,000,000.00
26	30-Jun-25	10,000,000.00
27	31-Jul-25	10,000,000.00
28	31-Aug-25	10,000,000.00
29	30-Sep-25	10,000,000.00
30	31-Oct-25	10,000,000.00
	Total	300,000,000.00

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