

ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

BO: SANJAY COMPLEX, AGRA-163900

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Date: 29.05.2015

The Managing Director,  
M/s Agra Infraland Developers Pvt. Ltd.  
17/2/4, Friends Wasan Plaza,  
Sanjay Place, Agra (UP)

Dear Sir

This has reference to your application dt. 20.09.2014 for sanction of fresh Term Loan of Rs. 35.00 crore for Construction of Commercial complex at Sanjay Place, Agra to cater the need for work place and offices of various business houses and professionals

Based on your recommendations FGMCAC in its meeting dated 26.05.2015 has approved sanction of fresh Term Loan of **Rs. 33.00 crore** for construction of commercial complex at Sanjay Place Agra, besides approval of other issues on the terms and conditions as per **Annexure I** and compliance of additional stipulations as under:

**Other issues :-**

- Issue of NOC to the prospective buyers of commercial space against advance payment and final NOC for releasing bank's charge on commercial space at the time of registration of commercial space against company's adjusting our loan proportionately at the time of final NOC for releasing our charge.
- Relaxation in ROI by 0.75% over CARD rate.

**Additional stipulations:**

1. The company to brought in Rs.10 crore as equity/preference paid up capital as proposed before disbursement of Term Loan. The supporting papers filed with ROC along with CA certificate be submitted for our record.
2. The company to deal exclusively with our bank for this project by opening ESCROW Account in our branch and all the proceeds of drawdowns, advance from customers, promoter's contribution and sale proceeds for the project should be routed through this account.
3. The Disbursement be made in stages only after verifying the fact whether the construction of building has proceeded as per the schedule (stage-wise progress) by carrying out periodic visits/inspection of the sites, verification of enduse and based on architect's certificate.
4. CH may appoint lenders engineer only in case of any need is felt during stages of construction from our approved list to monitor progress of the project.
5. It will be ensured that preliminary agreement with buyers will have clause that the project is financed by our Bank and final sale deed will be executed on issue of NOC by the Bank.
6. The additional unsecured loans of Rs.2 crore be inducted upfront before release of Term Loan facility. However, further, the term loan shall be released on induction of prorate contribution in the shape of unsecured loans/advance from customers.





7. The company shall obtain credit rating from any approved outside rating agency on completion of project i.e in June 2017, otherwise penal interest on applicable rate shall be recovered.
8. NEC cum legal opinion from Bank's approved counsel in respect of IP as primary security be obtained before release of TL facility.
9. Term Loan shall be released after valid & enforceable EM of lease hold land.
10. Second valuation of IP as primary security from Bank's approved valuer be got done and copy of the same be held on record.
11. Satisfactory CRs of associate/allied concerns from their concerned Banks regarding conduct of accounts shall be obtained and ensured that no adverse feature is observed.
12. The list of persons/corporate from whom unsecured loans are raised be obtained and held on record. The unsecured loan shall rank subordinate to our term loan. Unsecured loans and remuneration to directors shall only be paid after meeting the entire payment obligations towards our loan.
13. CRs of the proposed guarantors shall be renewed on due date and copy of the same be held on record.
14. Proper due diligence exercise as per extant HO guidelines, in respect of the borrower and its group concerns, should be done.
15. Limits sanctioned may be released/dispursed only after ensuring that borrower has obtained all requisite clearance from Government authorities.
16. The company to ensure that the FACR at the level of 2 is maintained by the party during issue of NOC as well as repayment of loan.
17. Term loan will be reviewed annually as per bank's extant guidelines
18. It will be ensured that the IPs held as primary security to be got insured comprehensively in the joint name of the company/Bank and the insurance policy to be held on record. The progressive policy for construction in stages be obtained from Oriental Insurance Co. Limited.
19. Upfront/documentation fee etc. to be recovered prior to disbursement.
20. The company to execute necessary security documents duly supported by resolution passed by the directors.
21. Vetting of security documents by the bank's approved advocate be got done the charges for vetting of documents by the bank's advocate are payable by the company.
22. The relaxation in ROI is for one year or till date of review whichever is earlier.
23. The company to undertake not to invest our TL into construction of Fire building and the same be monitored by CM (Br).
24. BM to impress upon the party to provide space on the ground floor for our Bank's ATM at token rent.
25. The guidelines for advances to Real Estate sector, as contained in L&A circular No.131 dated 31.12.2011 and issued from time to time, to be meticulously complied with.

Please send your acceptance of the terms & conditions of the sanction on the enclosed letter.

For AGRA INFRA LAND DEVELOPERS PVT. LTD.

*[Signature]*  
Director

For AGRA INFRA LAND DEVELOPERS PVT. LTD.

*[Signature]*  
Director

Yours faithfully,  
For Punjab National Bank

*[Signature]*  
CHIEF MANAGER





**APPENDIX – I****Detailed Terms and Conditions of Sanction  
Account M/s Agra Infra Developers Pvt. Ltd.****Facility No. 1 : Term Loan:**

Facility	Term Loan –Fresh																			
Facility Amount	Rs. 33.00 cr (Rupees Thirty Three Crore only)																			
Purpose	Construction of Commercial complex at Sanjay Place, Agra to cater the need for work place and offices of various business houses and professionals																			
Funding Mix (For the proposed development only)		Source				Amount (Rs. in cr)														
		Share Capital				10.00														
		Unsecured Loans				19.74														
		Advance from customers				29.63														
		TL – PNB				33.00														
		Total Means				92.37														
		Overall DER				2.14														
Pricing	BR+1.75%+0.50 TP+1.00% (CRE) i.e. 13.25% (After 0.75% relaxation) as per LA circular no. 48/14 dated 23.04.14 as per internal rating B1 and externally unrated account. The Company to service interest on the TL on monthly basis, as and when charged in its account.																			
Upfront Fee	1.25% of loan + ST																			
Security	<b>Primary</b> <ul style="list-style-type: none"><li>Exclusive charge by way of Equitable Mortgage of the Project Land and construction there on in the name of M/s. Agra Infraland Developers Pvt. Ltd. on 75% of Land Area measuring 2622.32 sq mtrs, (being only 75% of land area is to be used for Construction of Commercial Complex and on remaining 25% measuring 874.10 sq mtrs. there is a obligation to construct building for fire department as per commitment to ADA, thus the said 25% area is neither finance by us nor there charge to be created by us. Land details are as under:  *Pro rata cost of land as per sale deed</li></ul>																			
<table><tr><th rowspan="2">Security Description (Sale deed nos.)</th><th rowspan="2">Area in acres</th><th rowspan="2">Owner-ship</th><th colspan="3">Value</th><th rowspan="2">Basis for valuation</th><th rowspan="2">Date</th><th rowspan="2">Whether existing/fresh</th></tr><tr><th>Last sanction R.V.</th><th>Present book value</th><th>Realizable value</th></tr></table>									Security Description (Sale deed nos.)	Area in acres	Owner-ship	Value			Basis for valuation	Date	Whether existing/fresh	Last sanction R.V.	Present book value	Realizable value
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			Last sanction R.V.	Present book value	Realizable value															
*Total payment Rs.29.83 crore paid to ADA.																				





	Block No. 109, Sanjay Place, Agra	2622.3 2 Sq. Mtrs.	M/s. Agra Infra Land Develop ers Pvt. Ltd.	NA	*29. 61 crore	22.20 crore*	As per agreeme nt to Lease)	20.02 .14	Fresh
						55.85	M/s Nirman (MV- Rs.62.06 crore)	19.03 .15	
						55.85	BM	19.03 .15	
	<ul style="list-style-type: none"><li>Assignment of Lease Hold Rights as per Lease deed dated 01.04.2015 of project land and building registered vide Bahi No.1, Zild 9285, pages 99 to 120 at Sl. No.2072 registered on 13.05.2015 with Sub Registrar(First), Agra Sadar (UP)</li><li>Exclusive charge by way of hypothecation of the materials at site &amp; receivables of the project.</li></ul>								
	<b>Collateral</b>				Nil				
Mode of Disbursement	The facility Amount shall be released as per the following draw down schedule (to the extent possible) and based on the progress at the project site, along with the pro rata equity contribution brought in by the company,								
	<b>Period of Draw Down</b>						<b>(Rs. cr)</b>		
	Quarter Ending June 2015						7.50		
	Quarter Ending Sept 2015						2.40		
	Quarter Ending December 2015						2.40		
	Quarter Ending March 2016						2.65		
	Quarter Ending June 2016						3.90		
	Quarter Ending Sept 2016						3.90		
	Quarter Ending December 2016						3.90		
	Quarter Ending March 2017						4.55		
	Quarter Ending June 2017						1.80		
	Total						33.00		
Repayment	12 quarterly instalments from April 2018 to January 2021 with a moratorium of 42 months as under:- i) First 4 quarterly instalment of Rs. 2.25 Cr. each ii) Next 4 quarterly instalment of Rs. 2.75 Cr. each iii) Next 4 quarterly instalment of Rs. 3.25 Cr. each								
Insurance	During the tenure of loan all the project assets of the company shall be insured fully for all kind of risk with agreeable bank clause at company's cost.								

- The bank reserves the right to discontinue the facilities/advances/loan and to withhold/stop any disbursement, without giving any notice, in case of non-compliance/breach of any information/particulars furnished to the bank found to be incorrect or in case of any development or situations wherein, in the opinion of bank, its interest will be/likely to be prejudicially effected by such continuation or disbursements.





2. The company to obtain insurance policies of all the collateral securities as per bank guidelines at its own cost with agreed bank clause. The policies to remain with the bank, if applicable.
3. No commission to be paid by the borrowers to the guarantors for guaranteeing the credit facilities sanctioned by the bank to the borrowers. An undertaking to this effect to be obtained from the borrowers as well as guarantors.
4. Borrowers shall pay processing fee, documentation charges and other charges as per Bank's guidelines.

**Personal /Corporate Guarantee:**

(Rs. in cr)

Name of Guarantor	Relationship with borrower	Net Worth		Immovable property		Date of confidential report	
		Prev.	Present As at 31.03.14	Prev.	Present As at 31.03.14	Prev.	Present
Sh. P.L.Sharma	Director	NA	19.24	NA	13.80	NA	14.11.14
Smt. Kamla Sharma	Director	NA	1.84	NA	1.15	NA	14.11.14
Sh. Dinesh Rathore	Major share holder in the borrowing company at present	3.61	5.74	3.42	4.59	20.10.12	21.06.14

5. The Bank shall have the right to withdraw or modify all/any of the sanctioned conditions or stipulate fresh conditions, under intimation to the borrowers. Borrowers shall undertake to give their acceptance to these stipulations.
6. Bank's charge over primary/collateral securities wherever applicable. to be got registered/modified with ROC within the stipulated period of 30 days, as per requirements of Companies Act and certificate of registration of charge to be obtained and kept on record. Search report be obtained and ensure that our charge is registered with ROC.
7. Search Report shall be obtained every year and/or on each registration/modification of charge and cost in this respect to be borne by the Company.
8. In case the company commits default in the repayment of loan/advance or in the payment of interest thereon or any of the agreed installments of the loan on due date, the bank, CIBIL and /OR reserve Bank of India will have an unqualified right to disclose or publish the names of the company and its directors as defaulters in such manner and through such medium as the bank/RBI in their absolute discretion may think fit.





9. The borrowers shall execute all necessary legally enforceable loan documents, as per bank's guidelines. The documents will be vetted by the bank's approved advocate at company's cost.
10. Common seal of the company shall require to be affixed on the documents to be executed in terms of the provisions of the Memorandum and Articles of Association of the Company.
11. Borrowers to give acceptance of terms and conditions as per letter of sanction which will form part of documentation and be placed on bank records.
12. The Company to establish to the satisfaction of the bank that the facilities sanctioned by the bank in its favour are within its maximum permissible borrowings in terms of Section 293 (i)(d) of the Companies Act, 1956. If not, a copy of the resolution passed at the Company's General Body Meeting authorizing the above borrowing is to be submitted to the bank.
13. In respect of the verification/inspection of securities charged, the Banks' inspection and other incidental expenses are to be borne by the borrower.
14. During the currency of the Bank's credit facilities, the company shall not, without the Bank's prior permission in writing,
  - a. Effect any change which will decrease your company's capital structure.
  - b. Formulate any scheme of amalgamation or reconstruction.
  - c. Implement any scheme of expansion or acquire fixed assets.
  - d. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern. But normal trade credit or security deposits in the normal course of business or advances to employees can however be extended.
15. In case the Company and/or guarantor(s) commits default in repayment of the loan/advance or in repayment of interest thereon or any of the agreed instalment of the loan on due date, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the name of the Company and its directors as defaulters in such manner and through such medium as the bank or RBI in their absolute direction may think fit. A suitable clause in this regard shall be incorporated in the loan document.
16. Bank's Charge on the assets of the Company to be registered/modified with ROC within the prescribed time limit and certificate thereof to be submitted.
17. The documents will be drafted & vetted by bank's approved advocate at the cost of company.
18. The Bank shall charge penal interest under the following circumstances
  - o Default in the payment of interest / or installment on due dates @ 2% PA on the amount of default charged for the period of default;
  - o Failure or non-submission of ABS and other Financial data within the time schedule prescribed by the Bank (@1%PA on the entire TL outstanding);
  - o Default in observance of borrowing covenants/terms and conditions of sanction (@ 1%PA on the entire TL outstanding);





- Any other eventuality/situation to be decided by the Bank.
  - However, the total penal interest charged on the borrower due to various non-compliances cited above, shall not exceed 3%PA.
19. The bank will always be at liberty to stop making further advances or cancel the credit facilities at any time without previous notice and without assigning any reason even though the said limit/credit facility has not been fully availed of. Suitable undertaking to be obtained from the promoters/company.
20. The company to deal exclusively with our bank for this project by opening ESCROW Account.
21. All terms & conditions in respect of LA Cir. No. 113 dated 31-12-2011(Advances to Real Estate Sector) will be complied.
22. CH may appoint lenders engineer in case of need during stages of construction from our approved list to monitor progress of the project.
23. In case of prepayment of term loan by takeover/loan from FIs, 2% penal interest will be levied. If prepayment from their own source, no penal interest will be levied.

  
Chief Manager  
