



CREDIT DEPARTMENT, KAMLA NAGAR, AGRA

Ref No: 8815/CR/SRSBL/2017-18

Date: 19.06.2017

SANCTION LETTER

M/s Shree Riddhi Siddhi Buildwell Limited
Hall H-1 II floor, Padam Plaza, Plot No. 5
Sector-16B, Sikandra
Agra

Dear Sir,

Sub: M/s Shree Riddhi Siddhi Buildwell Limited-Sanction of Credit Limit.

We have pleasure in sanctioning the following credit facility to the captioned Company subject the terms and conditions mentioned below. Any exceeding shall be as per discretionary powers permitted under guidelines. A fresh and complete set of credit proposal of the party shall be sent to us at least 45 days before expiry of the limits to enable us to consider renewing the limits: -

(A)

Facility-01	SODH (Secured overdraft against hypothecation)
Amount (Rs in lacs)	Rs 700.00 lacs (Fresh)
Purpose	The limit is for contract business only. It shall be used for completion of contract received. It shall not be used for real estate purpose.
Rating	Synd 05
Classification	MSE (Small)-Priority Sector
Rate of Interest	MCLR+3.00% p.a.
Margin	25%
Validity	The limit shall be valid for one year i.e. up to 30.06.2018 subject to satisfactory dealing of the party.
Primary Security	Hypothecation of stock of raw material, stock in process, finished goods, stock and spares (including stock in transit) and book debts. DP to be fixed on book debts up to 90 days only.
Release condition	The limit shall be released subject to availability of Drawing Power. DP shall be fixed as per stock statement duly incorporating details of raw material, WIP, Finished Goods, Book Debt up to 90 dyas, creditors etc, submitted by the party.
Processing charges	Processing charge as per Cir no 179/2014/BC.
Other charges	Documentation, mortgage, CIBIL, inspection charges as per Cir no 179/2014/BC.

Facility-02	Performance and Financial Bank Guarantee
Amount (Rs in lacs)	Rs 300.00 lacs (Enhancement of Rs 100.00 lac)
Purpose	The limit is for contract business only. It shall be used for

[2]

	contract received. It shall not be used for real estate purpose.
Rating	Synd 05
Classification	MSE (Small)-Priority Sector
Rate of Interest	Applicable commission
Margin	15% in form of VCC
Validity	The limit shall be valid for one year i.e. up to 30.06.2018 subject to satisfactory dealing of the party.
Primary Security	15% Cash Margin
Release condition	<ul style="list-style-type: none"> The PBG shall be issued in favour of confirmed orders only. Branch shall ensure genuineness of orders before issuing PBG. BG format shall be vetted by RO Law Cell.
Processing charges	Processing charge as per Cir no 179/2014/BC.
Other charges	Documentation, mortgage, CIBIL, inspection charges as per Cir no 179/2014/BC.

(B) Collateral Security: -

1. UREM of Unsold/Un-finished eight flats namely (1) A-703 measuring 232.25 sq. mt, (2) A-704 measuring 190.44 sq. mt, (3) A-904 measuring 232.25 sq. mt, (4) PH-A-12 &13-02 measuring 345.78 sq. mt, (5) PH-A-12 &13-03 measuring 375.88 sq. mt, (6) PH-A-12 & 13-04 measuring 337.04 sq. Mt (7) A-1101 measuring 190.44 sq. mtrs and (8) A-1102 measuring 190.44 sq. mtrs in the name of M/s Shree Riddhi Siddhi Buildwell Private Limited (Presently known as M/s Shree Riddhi Siddhi Buildwell Limited) located at khasra plots no 122m, 127m, 128m, & 129m (land measuring 2666.32 sq. meters) at Raj Nagar 'B', a part of village Basai Mustaqul, Tehsil & Distt. Agra in the project name of "Padam Eternity" Taj Nagari Phase-II.

The flats/ penthouses have been valued as under: Rs in lacs

Particular	Value and date	MV	RV
(1) A-703 measuring 232.25 sq. mt,	By Pradeep Potdar vide report dated 02 Feb	58.00	52.20
(2) A-704 measuring 190.44 sq. mt,	By Pradeep Potdar vide report dated 02 Feb	47.50	42.75
(3) A-904 measuring 232.25 sq. mt,	By Pradeep Potdar vide report dated 02 Feb	58.00	52.20
(4) PH-A-12 &13-02 measuring 345.78 sq. mt,	By Pradeep Potdar vide report dated 02 Feb	86.45	77.80
(5) PH-A-12 &13-03 measuring 375.88 sq. mt,	By Pradeep Potdar vide report dated 02 Feb	94.00	84.60
(6) PH-A-12 & 13-04 measuring 337.04 sq. Mt	By Pradeep Potdar vide report dated 02 Feb, 2017	84.25	75.82
(7) A-1101 measuring 190.44 sq. mtrs.	By M. C. Garg dated 14.06.2017	47.61	42.85
(8) A-1102 measuring 190.44 sq. mtrs.	By M. C. Garg dated 14.06.2017	47.61	42.85

Branch is advised to comply following condition while mortgaging the property: -

Syndicate Bank, Regional Office, Agra

M/s Shree Riddhi Siddhi Buildwell Limited -A/c at Kamla Nagar Agra Branch

Sanction letter ref no: 1175/8813/CR/SGJ/2017-18 Date: 16.06.2017

[3]

- a. Branch shall obtain opinion from penal advocate how to create proper mortgage on said flats/ penthouses.
- b. Branch shall note our charge on said flats/penthouses in UREM registered maintained at branch level.
- c. The party shall undertake to obtain NOC from our Bank while selling the remaining unsold flats and at the time of executing sales deed of sold flats.
- d. Branch shall execute an agreement with the party to mortgage said flats / penthouses in favour of the bank as and when sell deed will be executed. However, the party shall undertake that entire property papers of land measuring 2666.32 sq. meters will remain with the branch till closure of the above facility.

2. UREM of property i.e. land lies over khasra Plots No. 122m, 127m, 128m, & 129, having an area of 2937.77 sq. mtrs. Part of village Basai Mustaqil, Tehsil & Distt., Agra in the name of M/s Shree Riddhi Siddhi Buildwell Private Limited (Presently known as M/s Shree Riddhi Siddhi Buildwell Limited). The property has been valued by Er MC Garg in report dated 28/03/2017 as Market value of Rs 763.82 lacs and realisable of Rs.687.44 lacs.

(C) Guarantors: -

S. No	Names of the Directors	Age	DIN No.	Designation	Net worth
1	Sh. Pramod Kumar Jain	62	00112805	Director	1009.10
2	Sh. Ankur Jain	34	00172356	Director	260.18
3	Sh. Anuj Jain	33	00041288	Director	246.19

(D) Pre-Release Conditions:

1. Party to Submit undertaking letter agreeing to comply with the post release terms and conditions within the time line stipulated shall be forwarded to RO. ***Only after obtaining permission to release the facilities from RO, the facilities shall be released to the party.***
2. The terms of sanction are to be communicated to the borrower separately in writing along with the schedule of charges and after acknowledgement and acceptance the facility shall be arranged. The "All Cost" Schedule shall be provided to the party along with the sanction letter. Necessary board resolutions shall be obtained accepting the terms of sanction and execution of documents and the same shall be kept with the loan documents as per guidelines.
3. Party to arrange unit visit for Branch officials of the site at construction work of contact business is going on. It shall be duly supported with photograph.
4. Party to Submit resolution u/s 180 of Company Act 2013 from the company to borrower money from our bank.
5. Party to obtain due diligence report from CRISIL and submit.
6. Party to provide an undertaking to prepare financial statement as per Segment/Division wise in the year 2017-18. Contract Segment/Division shall be clearly reported in the financial. The proposed SODH/PBG limit shall be used for contract business purpose only.
7. Party to execute power of attorney in the specified format duly notarized for the collection of the debtors.
8. The Company shall give consent to the bank that the bank may at its sole discretion disclose such information to other banks, financial institutions, and such other

institution with regard to credit facilities granted / to be granted to borrower as per extant guidelines of the bank.

9. The Company shall give undertaking that unsecured borrowings from the directors will not be withdrawn during the currency of the bank finance without prior written consent of the bank. A legally binding suitable letter/affidavit/agreement to be obtained from the borrower as per proforma (Annexure 10). The interest paid on such borrowings shall not be higher than the interest on bank borrowings.

10. Company to submit an undertaking letter agreeing that the bank will always be at liberty to stop making further advances or cancel the limits or such portion of the limits as bank deems fit at any time under intimation to the firm, without assigning any reason even though the said limits have not been fully availed and Bank's right to cancel unconditionally full or part of the limits also extend to limits which were fully utilized earlier and now remains unutilized / partially utilized. In this connection.

11. The Company shall submit suitable declaration / undertaking as follows :

- a) To deal with our Bank exclusively and shall not open accounts with any other Bank / FI, without our prior written consent and shall route all transactions / proportionate transactions through the accounts with our Bank.
- b) That the Company shall not induct a person who is/was a Director in a Company which has been identified as a "Wilful Defaulter" by the Bank, RBI or any Bank/FI, on the Company's Board and if such a person is found to be on the Company's Board, the Company shall take expeditious and effective steps for removal of such person/s from the Company's Board.
- c) That none of their associate/group concerns are classified as wilful defaulters by other Banks/Financial Institution
- d) Not to effect any change in promoter directors or in the core management team nor any merger/acquisition/amalgamation shall be done without express permission of the Bank in writing.
- e) That Company will not sell or dispose off or create security or encumbrances on the assets charged to the bank in favour of any other bank/ FI/ company/ firm/ individual or any other concern. Withdraw any funds brought in during the entire tenure of the loan.
- f) Not to 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 obligation.
- g) Not to undertake guarantee obligations on behalf of any other company, firm or person, other than in the ordinary course of business without Bank's written consent.
- h) Not to make any drastic changes in the capital structure, organisational and management set up without the bank's prior permission.
- i) Not to create any further charge, lien or encumbrance over the assets and properties of the Company to be charged to the Bank, in favour of any other bank, financial institution, company, firm or person, without prior consent of the Bank.
- j) Not to take up any expansion/diversification/modernization project, without obtaining prior permission from the Bank and without proper tie-up of funds. Similarly, no investment should be made in associate / allied / group concerns without the Bank's prior permission.
- k) it shall appraise to the bank immediately, of any adverse change in its business conditions/ market conditions or any govt. Policy / other conditions likely to have adverse effects on its business/ profit.
- l) The Bank reserves the right to periodically inspect their records and books of accounts to ensure the correctness of information furnished by them. The Borrower shall also undertake that the lenders shall have a right to appoint any

[5]

other independent consultants / agencies/ auditors etc as desired by them at any time during the tenor of the loan, the cost of which shall be borne by the Company.

- m) To issue appropriate undertaking/ affidavits/certificates as the Bank may require from time to time certifying that the funds comprising of entire amount of loan/facility/sum due/amount outstanding in the account have been used exclusively for the purpose for which they were obtained and the same have not been diverted/siphoned and no misrepresentation has been caused of any kind or accounts falsified/any fraudulent transaction have been carried out etc.
- n) And agree that the Bank may consider any legal proceeding, civil/criminal as may be necessary in case any false/wrong information is found to be furnished to the Bank.
- o) The Quasi capital/ unsecured loans from Directors / Associate concerns / family members / relatives / friends shall not be withdrawn during the currency of credit facilities with our Bank without our Bank's written consent.
- p) Undertaking to obtain yearly external rating from one of the approved rating agencies and submit copies of the same along with the rating rationale to the Bank. Branch to ensure the same and copies sent to RO.
- q) Consent letter for submission of information on borrower / guarantors to Credit Agencies / Credit Information Bureau (India) Ltd. (CIBIL) etc. shall be obtained as per guidelines.
- r) Declaration as per Annexure 6 (as per Credit Policy Cir. No 01/2013) from the borrowers regarding interest of any member of the Board of Directors of the Bank / other Banks or any Senior Officer of our Bank / other Banks in their borrowing accounts.
- s) Not to pay commission for guaranteeing the facilities from our Bank.

Note: - No disbursals of the sanctioned credit limit/project loan shall be permitted until or unless all pre release conditions are complied. If any amendments/modifications are required, prior approval of the sanctioning authority shall be obtained strictly.

(E) Post Release Conditions

1. Branch shall closely monitor the account and ensure that only business transactions are routed through the SOD account.
2. Enhanced charge shall be registered in ROC within 30 days from the date of mortgage of property.
3. Search Report/ Status Report shall be obtained from ROC subsequent to registration of our charge.
4. Branch shall obtain the Monthly Stock statement from the party and fix the DP after considering the margin as per the extend guideline. DP shall be based on the value of stock duly verified the branch and trade debtors duly certified by the CA.
5. Stocks, mortgaged securities to be fully insured against all risks with bank clause i.e., Fire Insurance including strike and riots etc. for the full value of the stock hypothecated to our Bank shall be arranged with bank clause and Plant & Machinery, mortgaged property shall be insured for the value of the super structure also.
6. Branch to obtain a certificate from the borrower's auditors on an annual basis to the effect that all statutory dues including EPF dues have been paid by the borrower in terms of cir. no. 001/2013/BC.
7. Fresh external rating shall be obtained including our exposure. The party shall submit external rating on yearly basis to us, other penal interest shall be charged as per guideline.

8. In case of defaults, the bank will resort to recovery measures/ repossession of security by following all procedures as required under law and as per bank's code of collection of dues and repossession of security by giving due notice in writing".
9. The borrower to keep the bank informed of the happening of any event likely to have a substantial effect on their profits or business with the reasons thereof and the remedial steps taken.
10. The rate of interest stipulated is subject to change as and when there is change in Bank's MCLR or as per RBI Directives or when there is change in credit rating allotted to the borrower by the Bank.
11. The account shall be subject to annual stock audit. The charges in this connection shall be borne by the Borrower.
12. A Board stating **HYPOTHECATED TO SYNDICATE BANK** should be displayed at Factory/ Business Premises.
13. Penal Interest shall be charged under the following circumstances:
 - a) Default/ irregularity / overdues in the accounts.
 - b) Default in observance of borrowing terms and conditions of sanction.
 - c) Any other eventuality/situation to be decided by bank.
 - d) Non submission of external rating
14. Audited financial statement shall be submitted within seven months from the date of closure of financial year for assigning CRC failing which penal rate of interest shall be levied. Branch to get the AFS for all the associate concerns and ensure that there is no interlocking of funds between the associates.
15. CCR I to be submitted quarterly within 6 weeks from the quarter end and CCR II to be submitted half yearly within 8 weeks of the close of each half year. 1% on entire out standings for delayed submission of CCR-I beyond 6 weeks and for CCR-II beyond 8 weeks. Branch to submit the CCR reports with their review to RO on the stipulated period.
16. The delayed submission of the following would attract panel rate of interest:
 - a) Stock Statements
 - b) Renewal application
 - c) CCR forms.
 - d) Audited balance sheet.
 - e) Default/irregularly in cash credit account
 - f) Any other eventuality/situation to be decided by bank.
17. Inspection to be made by the officials for verification of securities charged to the bank as per norms and visit report / stock verification report / ADV -84 /ADV 81 to be kept on record. Actual inspection charges to be borne by firm.
18. The borrower shall be advised to –
 - Make payments to staff, vendors and clients electronically except for office petty cash requirement.
 - Receive all payments electronically except when the cheques are drawn on banks which are not on NEFT/ RTGS.
 - Permit access to officials of the bank / authorized persons of Banks / auditors to the books of accounts of the borrower to verify compliance of the requirements under (a) & (b) above.
19. Commitment Charges will be levied on unutilized portion of WC limits as under:

Commitment charges on unutilized portion of sanctioned fund based working capital limit on quarterly basis.	Undrawn balance as % of total fund based working capital limit	Commitment charges (% p.a. on undrawn balance)
	Up to & inclusive of 25%	NIL
	Above 25% to 50%	0.50% p.a.
	Above 50% to 75%	0.75% p.a.
	Above 75%	1.00% p.a.

Syndicate Bank, Regional Office, Agra
M/s Shree Riddhi Siddhi Buildwell Limited -A/c at Kamla Nagar Agra Branch
Sanction letter ref no: 1175/8813/CR/SGJ/2017-18 Date: 16.06.2017

[7]

20. Renewal application shall be submitted to us before 45 days of expiry of the credit limit with all required information. Branch is advised to submit the renewal proposal in time as per the guidelines and desist from allowing operations in expired limits without permission/ concurrence from competent authority.
21. The Sanctioned Credit Facilities shall be utilized for the purpose for which it is sanctioned and not for any speculative or prohibitive purposes and that they will not make any investment outside the business of the company without bank's permission.
22. Credit limits sanctioned shall be availed by the borrower within a maximum period of 3 months from the date of sanction failing which the facilities will lapse and any revalidation of the same will be considered at the sole discretion of the bank subject to applicable fees / charges. No charges recovered by the bank / branch will be refunded in case the lapsed facilities are not revalidated. In respect of any genuine delay, revalidation of the sanction from the competent authority to be obtained.
23. All service charges such as inspection charges, processing charges, documentation charges, incidental charges etc, except wherever concessions are permitted, and all out of pocket expenses will be recovered as per Bank norms from time to time.
24. All other terms and conditions as applicable to such advances shall be strictly adhered to as per MOI/HO/ CO: Circulars / RBI/ECGC/GEMA Guidelines issued from time to time.

Yours faithfully

कृते सिंडिकेट बैंक
For SYNDICATE BANK

Sr. Branch Manager
वरिष्ठ अधिकारी/Sr. Manager
शाला नगर/Br. Kamla Nagar, Agra