BO: Mid Corporate Branch, 10 Ashok Marg, Lucknow-226001
Ph No: 0522-2288687, Fax No: 0522-2288685; Email ID: bo7177@pnb.co.in

20, August, 2015

The Director,
M/s Ramsaai Real Estate Pvt. Ltd
404, Mukut Tower, Mama Chauraha
Sec2, Vikas Nagar,
Lucknow

Dear Sir,

Reg: Sanction of Term loan of Rs. 6.42 Crores

In reference to above, we are pleased to inform that competent authority has sanctioned the following limit in favour of M/s Ramsaai Real Estate Pvt. Ltd

(Rs. in crore)

Nature	Existing	Sanctioned	Rate of Interest
Term loan	0.00	6.42	BR+4.50% i.e 14.50 %
TOTAL COMMITMENT	0.00	6.42	

This sanction is subject to compliance of Terms and Conditions as per Appendix I (enclosed) along with following stipulations.

Additional stipulations:

I) The release of TL would be in proportion to promoter's contribution.
II) Company to apply with ROC on form V for increasing its authorized capital before the release of facilities.
III) Company to open an exclusive escrow/DSRA account with the branch for routing/crediting the advance bookings receipts from the allottees of the shops. Recovery and interest payment would be ensured through this account only.
IV) Company to disclose in the Pamphlets/Brochures etc., the name(s) of the bank to which the property is mortgaged.
V) Party to obtain NOC from bank for sale of property and sale proceeds to be deposited in the Escrow account. Amount so deposited to be utilized for repayment of Term loan.
VI) Borrower to adopt & comply the guidelines prepared by NDMA.
VII) Construction of the building/towers to be done as per approved plan/FAR and all the terms and conditions of building sanction plan to be complied with.
VIII) Funds of the project to be financed from our bank should not diverted for use in other projects.
IX) Party to undertake that all the rates given in the estimates are realistic and competitive and in no case detrimental to the interest of the bank.

X) Valid and enforceable EM of proposed entire project land of project and building constructed there on is created prior to release by deposit of title deeds

XI) Company to facilitate monitoring of project by bank officials and ensure timely completion.

XII) Building construction estimates would be verified by Bank's Approved Chartered Engineer / Architect to determine reasonableness.

XIII) Party to undertake that any escalation in cost of project would be borne by the promoters..

XIV) TL would be disbursed directly to manufacturer/ supplier/ authorized dealer along with requisite margin, as per bank guidelines as far as possible. Promoters' contribution to be deposited in the bank account & the transactions to be reflected in the bank statement of a/c.

XV) Company to submit risk rating from approved external agency within six months from the date of sanction failing which penal interest be invoked.

XVI) All prescribed statutory other approvals/ clearances/approved map for the project from competent authorities to be obtained by the company before release of facility.

XVII) Company to undertake that in the event of any shortfall in booking advance, the same will be made good by promoters inducting additional funds

XVIII) Party to undertake that they will induct long term funds as & when required to ensure regular repayment of term loan interest and instalments, in case cash flow falls short of requirement.

XIX) Term loan would be released in stages as per disbursement schedule approved , progress of project and verification of end use.

XX) Charge with ROC to be filed within 30 days .

XXI) Party to undertake that the unsecured loans raised by the company will remain in the business on continuous basis and these loans shall not be withdrawn during the currency of the loan and shall be subordinate to bank borrowings.

Detailed terms and conditions are as per Appendix I.

It is requested to send the acceptance of terms and conditions of the sanction at the earliest.

Asstt General Manager

Repayment Period	12 Quarters starting from qtr ended June 17.				
Fees/Charges	**Particulars**	**Facility**	**Existing**	**Proposed***	**Applicable rate**
	Rate of interest	TL	NA	BR +3.00%+TP+1.00% i.e. 14.50%	BR +3.00%+TP+1.00% i.e. 14.50%
	Upfront Fee		NA	1.25% of the loan amount+ ST	1.25% of the loan amount + ST
	Documentation Charges		NA	Rs. 400/- per lakh or part thereof, subject to a maximum of Rs. 25,000/-	Rs. 400/- per lakh or part thereof, subject to a maximum of Rs. 25,000/-
	Other Charges CIBIL CERSAI etc		NA	As applicable	As applicable

Draw down schedule	Period of Draw Down	Amount (Rs. In crore)
	Sep 2015	1.50
	Dec 2015	1.63
	March 2016	1.29
	June 2016	2.00
	TOTAL	6.42

Security	Hypothecation of all the Company's movable assets including movable machinery, furniture and fixtures, machinery spares, tools and accessories, of whatsoever nature and wherever arising, present and future Equitable Mortgage on Land and Building constructed/ to be constructed thereon with minimum distress value of 8.36 crores as per valuation report of Er. Sanjay Jain dated 28.06.2015. 1st pari-passu charge on block assets of the company with minimum FACR of 1.30:1 detailed as under
Pre payment penalty	Penalty of 1% per annum is to be recovered from the company for the unexpired period on the total outstanding amount.
Repayment	The proposed term loan of Rs.6.42 crore is to be repaid in 12 Quarterly installments starting from quarter ended June'17.

DETAILED TERMS AND CONDITIONS

A/c Ramsaai Real Estate Pvt Ltd.

Nature	Term Loan (Fresh)
Amount	Rs.6.42 crore (Rs. Six Crores Forty Two Lakhs only)
Interest	BR+3.00%+0.50%+1.00% i.e., 14.50% p.a., to be charged at monthly rests and subject to change as per Bank/ RBI Guidelines from time to time and annual review.
Margin	As per project cost/ project DER subject to minimum of 25%.
Upfront Fee	As per Bank's extant guidelines.

Project Cost

S. No.	Particulars	Amount (Rs in crore)
A	Land	4.81
B	Construction Cost (Building including Civil Work, plumbing and electrical works)	8.65
C	Other Cost –Payment to LDA	1.65
	TOTAL COST OF PROJECT	15.11

Means of Finance

S. No	Particulars	Amount (Rs in crore)
A	Promoters Contribution	6.00
B	Term Loan from Bank	6.42
C	Customer Advance	2.69
	TOTAL	15.11
	DEBT EQUITY RATIO (including unsecured loans)	1.07:1
	PROMOTER'S CONTRIBUTION (inclusive of unsecured loans)	39.71%

Cost Escalations	The borrower shall meet such costs, if any, from its own sources and shall not ask for any additional term loan from the bank.
Debt Equity Ratio	1.07:1 (Inclusive of unsecured loan)
Construction Period	24 months (Sep 2015 to Sep 2017)
Moratorium	21 months (Sep 2015 to June 2017) .
COD	31.03.2018
Tenor	Door to Door Tenor will be 4 years 7 months from date of first withdrawal of Term Loan (Sept 2015 to Mar 2020)
Upfront Equity /Unsecured Loans	Promoter contribution shall be brought in proportion to TL.

	First 4 installments of Rs.25.00 lac each starting from qtr ended June'17 Next 4 installments of Rs 60.00 lac each starting from qtr ended June'18. Next 3 installments of Rs 75.00.00 lac each starting from qtr ended June'19 & last installment of Rs. 77.00 lac for QE March 20
Repayment Default	Penal interest of 2% above the normal rate to be recovered for the amount/ period of default.
Pre-disbursement Conditions	a) Upfront Fee and Documentation Charges to be recovered prior to disbursement.
	b) The company to execute necessary security documents duly supported by Board resolution and to get the charge registered within the time limit.
	c) All statutory approvals/ NOCs applicable/ related to the project/ business/ activity should be submitted before release of funds.
	d) Disbursement of Term Loan to be made subject to the promoters bringing in their contribution strictly as per terms of sanction.
Promoter Undertakings & covenants	(a) Undertaking towards equity contributions during the construction period. (b) Furnish undertaking to bridge any shortfall of equity. (c) Non disposal undertaking up to 100% of the paid up capital
Negative Convenants	e) An undertaking to be submitted in favour of the bank to the following effect that during the currency of bank's credit facilities, the company shall not without our permission in writing: i) Effect any adverse changes in company's capital structure. ii) Formulate any scheme of amalgamation or merger or reconstruction. iii) Implement any scheme of expansion on diversification or capital expenditure except normal replacements indicated in funds flow statement submitted to and approved by the bank. iv) Enter into any borrowing or non borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company, firm or otherwise or accept deposits in excess of the limits laid down by Reserve Bank of India. v) Invest by way of share capital or lent or advance funds to or place deposits with any other company/firm, concern including group companies/associates/persons. Normal trade credit or security deposit in the normal course of business or advance to employees can, however, be extended. vi) Undertake guarantee obligations on behalf of any other company/firm/person. vii) Declare dividend for any year except out of profits relating to that year after meeting all the financial commitments to the bank and making all due and necessary provisions. viii) Make any drastic change(s) in the management set up. ix) Approach capital market for mobilizing additional resources either in the form of debts or equity. x) Sell or dispose off or create security or encumbrances on the assets charged to the bank in favour of any other bank, Financial Institutions, company, firm, individual.

	xi) Repay moneys brought in by the promoters, partners, directors, share holders, their relatives and friends in the business of the company/firm by way of deposits/loans/share application money etc. xii) Avail credit facilities/loan from outside the bank/consortium arrangement without their knowledge and permission.
	f) The release of credit facilities is also subject to vetting of security documents by the bank's approved advocate. The charges for vetting of documents by the bank's advocate are payable by firm/company.
Insurance Undertakings	(a) Maintenance of insurance policies at all times in accordance with acceptable industry standards; (b) Insurance proceeds to be applied in accordance with the terms of the Project Documents and Financing Documents
Other Conditions	a) Payment shall be made directly to the suppliers as far as possible. b) Original bills/ cash memos in the joint names of bank and the company for all the fixed assets/ machinery financed by bank shall be submitted by the borrower and to be placed on bank's record. c) TL will be released in stages as per physical progress of the project. d) Disbursement of term loan to be in proportion to raising of promoters' contribution already invested and to be invested. e) The progress in implementation of the project will be monitored/ reviewed by the Bank on quarterly basis and necessary corrective steps will be got initiated, if required, from time to time specially in case of time and cost overruns. The borrower shall facilitate the bank for compliance of the above. f) Before disbursement of Term Loan, it should be ensured that all necessary statutory and other approvals/ permissions including approval of map from LDA, have been obtained by the company. g) End use verification of funds be ensured. Also a CA certificate showing investments / resources details regarding the progress of the project to be taken on quarterly basis.

SECURITY

Primary

For Term Loan

Hypothecation of all the Company's movable including movable machinery, furniture and fixtures, machinery spares, tools and accessories, of whatsoever nature and wherever arising, present and future

Equitable Mortgage of Land and Building constructed/ to be constructed thereon on following immovable property.

(Rs. in crore)

Security	Area in Sq	Ownership	Value	Basis for	Date	Whether existing/

Description	M or Sq Ft		Last sanction	Present book value	Realizable value	valuation*		fresh
Commercial plot of land bearing property No. CP-2/2 situated at Ratan Khand,Sharda Nagar Scheme, Lucknow	2656.95 sq mt	M/s Ramsaai Real Estate Private Ltd	NA	5.07	8.37	As per valuation report of Er Sanjay Gupta	16.07.15	Fresh
					7.68	As per valuation report of Er PP Singh	18.07.15	
					8.36	Incumbent Valuation certificate	15.07.15	
Total					8.36			

Fresh NEC/ search report of the IPs have been obtained from the bank's approved counsel Smt Madhu Pandey and as per her report dated 30.06.2015, the above property is free from mortgage, encumbrances, charges and lien and valid EM can be created in favor of bank.

AGM (Br) vide his incumbent valuation certificate dated 15.07.2015 has accepted realizable value of Rs. 8.36 crore in respect of the above mentioned IP.

Collateral Security: Nil

Personal /Corporate Guarantee

(Rs. in crore)

Name of Guarantor	Relationship with borrower	Net Worth		Immovable property		Date of confidential report	
		Prev. As at 31.03.14	Present As at 31.03.15	Prev. As at 31.03.14	Present As at 31.03.15	Previous	Present
Mr Mayank Aggarwal	Director	NA	1.92	NA	0.00	NA	23.07.15
Mrs Arti Aggarwal	Director	NA	0.62	NA	0.00	NA	23.07.15

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Mrs. Seema Yadav	Director	NA	1.87	NA	1.39	NA	23.07.15
Total			4.41		1.39		

OVERALL TERMS AND CONDITIONS

1. The borrower shall deal with us exclusively and shall route all sale transactions through accounts with us. The borrower's entire business relating to their activity including deposit, bills, foreign exchange merchant banking etc. should be restricted only to the financing banks and routed proportionately.
2. 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.
3. The Bank or its authorized officials or other representatives will have the right to carry out periodical inspection or examine the books of accounts of the borrower and to have their factories/ offices/ assets inspected from time to time by officers of the Bank and/ or outside consultants and the expenses incurred by the Bank in this regard will be borne by the borrower.
4. Borrower shall pay upfront fee, processing fee, documentation charges, inspection charges, commitment charges and other charges as per Bank's Scheduled Charges.
5. Friends/relatives from whom the unsecured long term loans have been raised shall provide an undertaking that they shall not withdraw these loans during the currency of the bank loan and the borrower shall undertake not to allow their withdrawal without prior permission of the bank.
6. Monies brought in by principal shareholders/directors will not be allowed to be withdrawn without the Bank's permission.
7. The Bank shall have the right to withdraw or modify all/ any of the sanctioned conditions or stipulate fresh conditions, under intimation to the borrower. Borrower shall undertake to give their acceptance to these stipulations.
8. 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.
9. 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.
10. 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.
11. During the currency of bank's credit facilities, the borrower shall not, without the prior approval of the Bank in writing:

    a Declare dividends for any year, if the account(s) of the borrower with the Bank is/ are running irregular or if any of the terms and conditions of the sanction remain un-complied with by the borrower;

    b Permit any transfer of the controlling interest or make any drastic change in the management set up;

c. Divert/ utilize Bank's funds to other sister/ associate/ group concerns or for purposes other than those for which the credit facilities have been sanctioned.

d. Issue Bonus shares and dispose of share holding of promoters wherever specifically stipulated.

12. Margins, rates of Interest and service charges are subject to revision from time to time at the sole discretion of the Bank.
13. The Bank shall charge penal interest under the following circumstances:

    a. Default in repayment of Term Loans.
    b. Default in observance of borrowing covenants/terms and conditions of the sanction.
    c. Any other eventuality/ situation to be decided by the bank
14. The borrower shall execute all necessary legally enforceable loan documents as per bank's guidelines. Documents will be drafted/vetted by banks' counsels at borrower's cost.
15. In case of Corporate borrower, necessary resolution will require to be passed by the Board/shareholders, as per Company's Act and as per Memorandum & Article of Association of the company.
    (Certificate from bank's approved counsel confirming proper and valid execution of documents/securities to be obtained by the bank to be kept on record)
16. 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.
17. Borrower shall give acceptance of terms & conditions as per letter of sanction, which will form part of documentation and be placed on bank records.
18. Certificate from bank's approved counsel confirming proper and valid execution of documents/securities shall be obtained by the bank and cost to be borne by the borrower and held on record in terms of LA Cir. No.85/2002.
19. Term Loans and Corporate Loans to be collaterally secured by way of 2nd charge on all the current assets of the company.
20. Legal Compliance/PMS be submitted by the branch in terms of extant guidelines
21. All guidelines to be complied with in respect of mortgage of IPs in terms of L&A Circular No. 100 dated 18.10.2003 and/or further circulars issued from time to time.
22. The information obtained from the borrower by way of certificate by the Chartered Accountant should be duly verified from the books of the party/other sources by the BM to ensure its correctness beyond doubt. Branch to ensure end-use of funds are also verified from the books and should not depend entirely on the end-use certificates issued by the Chartered Accountants.
23. The bank will always be at liberty to stop making further advance or cancel the credit facility at any time without previous notice and without assigning any reason even though the said limit/ credit facility has not been fully availed of.

Asstt. General Manager

For Ramsaai Real Estate Pvt Ltd.

Director