	Indian Overseas Bank/इण्डियन ओवरसीज बैंक **Regional Office/क्षेत्रीय कार्यालय** **Lucknow/लखनऊ**	

Sanction Letter

(This sanction letter contains ten pages only. Any correction/alteration herein below requires authentication)

Sanction No: RO/ ADV/ 14 / 2015-16 Date: 04.06.2015

The Branch Manager/शाखा प्रबन्धक **Indian Overseas Bank/इण्डियन ओवरसीज बैंक** **Lucknow Main Branch (0207)/** Lucknow-Region/**लखनऊ क्षेत्र**	**Copy to:** 1) **Inspectorate Delhi** 2) **Master File** 3) **Credit File** 4) **CAF 1A**

Account: M/s Aashiyana Infra Promoters Private Limited

Fresh sanction

- **IRAC Status:** Standard/Performing
- **Sector :** Commercial Real Estate
- **Rating :** LT4 equivalent to IOB4
- **Activity:** Construction of Residential Housing Project named"Blue Monarch"
- **Financing Arrangement:** Sole Banking
- **Industrial Classification:** Commercial Real Estate-RH

We advise having sanctioned under RLCC discretion on 04.06.2015 the following credit facilities to the captioned borrower against the collateral security, personal guarantees and other terms and conditions as mentioned herein after. The sanction letter should be gone through carefully and in case any discrepancy is observed, the same should be brought to our notice immediately.

Nature of facility	Amount (Rs. in Crs.)	Margin	Interest	Prime security
Term Loan To finance the development of residential housing building consisting 108 units namely "Blue Monarch" to be developed at an estimated cost of Rs.51.70 Crores(Out of which construction cost is Rs 27.50 crores) at 11/GH 02 Vrindavan Yojna, Lucknow	12.00 (Rupees twelve Crores only)	56.36 % on construction cost	Base Rate + 5.00% i.e. 15.05% p.a. (Presently base rate is 10.05%)	E.M. of Land & residential complex to be constructed at 11/GH02, Vrindavan Yojna, Lucknow in the name of Blue Monarch Apartments allotted to M/s Aashiyana Infrapromoters Private Limited. Valuation as per U P HDB Rates Rs.13.32 crores(approx)

Collateral Security: Nil

Repayment terms: Term Loan of Rs 12.00 crores is to be repaid in 3 equal quarterly installements of Rs 4.00 crores each commencing from March 2017.Interest to be serviced separately as and when debited from the account including the holiday period.

Holiday period: Holiday period till Feb 2017 including disbursal period.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

Guarantee: (Rs. in Lacs)

Name	Age	Worth	As on
Mr.Ahsan Ayyub (PAN: AENPA6646P)	39 yrs	269.42	13.10.2014 As per F 347
Mrs Neelam Yadav (PAN:AARPY5832B)	42 yrs	287.25	13.10.2014

Corporate Guarantee: M/s S K C Builders and developers Pvt Ltd having TNW of Rs. 1.66 Lacs as on 31.03.2014.

Pre-disbursement Terms and conditions:-

1. Branch to obtain Valuation Report from two bank's panel valuers as the value of single property exceeds Rs 500 lacs and if the variation is more than 10% a third valuer will be engaged at the cost of borrower and of the three valuations, lowest value should be considered.
2. Branch to ensure that company to get the land registered in their name and ensure that valid equitable mortgage is created in favour of our bank.
3. Branch to ensure that CIBIL report of Director/Guarantor/Company/Associate are satisfactory, standard/ performing and necessary credit report from other bankers are obtained and satisfactory.
4. Branch to get the cost estimates vetted by our bank's panel valuer and take an undertaking from the Company that any escalation in the cost of construction of residential housing colony etc., will be borne by the subject Company.
5. Branch to obtain Due Diligence report of the company and ICRA Real Estate Project & Developer grading for The Company as per CSSD Circular No.ADV/155/2011-12 dated 14.03.12.
6. Branch to ensure that Company renews their share cum debenture agreement made between M/S Arthveda Star funds, M/S SKC builders and developer's private limited and M/s Aashiyana Infrapromoters Private Limited and submit a copy to us for our record.
7. Company to submit an undertaking letter duly signed by all its directors that "redemption of share capital and OFCD shares will not take place in the currency of Bank loan" as per their share cum debenture agreement signed with M/S Arthveda Star funds.
8. As per Share Cum debenture agreement M/S Arthveda Star funds can nominate at least 3 director in the subject company .Branch to ensure that all the loan document are to be executed by all the 3 nominee directors.
9. Branch in their note dated 28.05.2015 has reported that M/s Aashiyana Infrapromoters Private Limited is company formed as a special purpose vehicle for carrying out a residential housing project named "Blue Monarch". Branch to ensure that all the guidelines related to Special Purpose Vehicles (SPV) is complied as per our Bank's Loan Policy Document 2015.
10. Branch to ensure having obtained credit reports of all the associates from the respective bank (s) / FI (s) and report to RO if any adverse features found in the report .
11. Branch to ensure that the Company complies with the Section 180 (1) (c) of Companies Act 2013 regarding borrowing powers. The same should be backed by suitable Board resolution. Branch to ensure that the Company maintains the Capital structure in compliance with the Companies Act 2013.
12. Documentation and mortgage related formalities to be completed before release of the credit facility.
13. Creation of security to be ensured as advised in the legal opinion.
14. Creation of securities, in terms of sanction, is to be ensured before 1st disbursal. Registration of securities with CERSAI to be done within the stipulated time.
15. Branch to follow procedure with regard to credit disbursement as enumerated in CO circular of CSSD Adv/530/2010 – 11 dated 23.03.2011 and seek permission to release the loan from RO.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

16. The following declarations/ undertaking to be obtained from the company:
    a. Bureau of Indian Standards(BIS) has formulated a comprehensive building code namely national Building Code (NBC) of India 2005, providing guidelines for regulating the building construction activities across the country. Branch to obtain a suitable undertaking from the subjects in this regard towards compliance of the same.
    b. The firm will disclose in the Flat buyer's agreement the name of our Bank regarding mortgage of the property to the bank.
    c. The firm would disclose in the pamphlets/ Brochures etc. the name our bank regarding mortgage of the property to the bank.
    d. The firm would append the information relating to mortgage in favour of the Bank while publishing advertisement of a particular scheme in newspapers / magazines etc.
    e. The firm would indicate in their pamphlets / brochures etc. that they would provide No Objection Certificate (NOC) / permission of the mortgage bank for sale of flats / property, if required.
    f. Applicable National Disaster Management Authority (NDMA) guidelines to be followed in this regard.
    g. To arrange funds from their own sources in case of project cost escalation/over run etc.
    h. The promoter's to undertake to bring the contribution as per the project estimates and submit undertaking that they would repay the term loan as per the sanction terms , from their own sources, in case the project fails to generate income as per the project estimations.
    i. That Unsecured loans, as estimated/projected, will not be withdrawn during the currency of the loan.
    j. Shareholding pattern/change of shareholders of the borrowing company should not be changed during the currency of the loan, before prior permission of the bank.
    k. the loan amount/project related funds would not be diverted.
    l. That No investment will be made in associates/allied/group concerns/ other companies etc. without Bank's prior permission.
    m. That the firm will not induct on the board, a person, who has been identified as a "Wilful Defaulter "as per definition given as per RBI directions/guidelines or Bank's guidelines, as a director on the board . If any director who is ' willful defaulter ' as per the definition above referred , is on the board of the company , the Company has to undertake to remove him from the board . The Company also to agree to make necessary amendments in their Article of Association to make the above requirement as ground for removal of directors and furnish a copy of Articles of Association as amended to the bank.
    n. A declaration by directors regarding pending court cases/ disputes to be obtained
17. The disbursement of the credit facilities should be made only after the borrower has obtained requisite clearances from all govt. authorities/agencies/ local bodies / other statutory authorities of the project wherever required.
18. Branch to obtain up to date BPNEC & keep in record.
19. Documentation and mortgage related formalities to be completed before release of the credit facility.
20. In the legal opinion submitted by our panel lawyer M/s Tarun Prakash Srivastava vide report dated 16.10.2014 in respect of Plot No 11/GH-02 measuring 3663.20 sq.metre at sector 11 of Vrindavan Parishad owned by U.P Avas Evam Vikas Parishad which is to be purchased by M/s Aashiana Infrapromoters private limited. The name of the borrower is wrongly written i.e " Aashiana Infrasmotors Pvt Ltd". Branch to get the rectified legal opinion from the panel lawyer and mark a copy to us for our record.
21. Branch to obtain supplemental legal opinion from our panel lawyer duly incorporated with SARFESI clause.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

22. All statutory approvals are to be obtained and a copy of the same should be submitted before release of the limits.
23. Branch to obtain a legal opinion regarding the above agreement by our penal advocate to make sure that this agreement contains no onerous clause or any such clause which may adversely affect the bank's during the currency of bank loan and more over until all the bank dues are fully repaid. Branch also to ensure and take an undertaking from the Company & ASF that Redemption of the OFCD will not be undertaken till the currency of IOB Loan."
24. Branch to ensure that Company M/s Aashiyana Infrapromoters Private Limited files its Audited Balance sheet for the FY 2014 with ROC.
25. Branch to ensure that borrower's and guarantors have accepted and acknowledged all the sanction terms and conditions.
26. Branch to comply all the pre disbursement condition and take up with Regional Office for pre release clearance with the copy of the following:

- Due Diligence Report
- Project Grading Report
- Two Valuation Report
- Vetted Construction estimate
- Registered Deed in Favour of the Company
- Renewed Share cum Debenture Agreement
- Detail of flats & buyers already booked the project's flat.
- Up to date BPNEC report
- Visit report as on date.
- Legal opinion with respect to Agreement
- Satisfactory credit report of all the associates
- Latest Search Report with audited B/s for the FY 2014 filled with ROC..

Other terms & conditions:

1. Applicable Upfront fee to be recovered and Rs 700/- each towards CIBIL charges to be recovered and remited to RO.
2. Branch is permitted to issue NOC as per request of the Company before execution of agreement to sale, subject to the condition that the charge on the property will be released only on receipt of full amount of sale consideration of the property.
3. Issue of NOC is subject to the compliance of the followings:-
   - The company should have disclosed in the Flat buyer's agreement the name of our bank regarding mortgage of the property to the bank.
   - The Company has appended the information relating to mortgage in favour of the Bank while publishing advertisement of a particular scheme in newspapers / magazines etc.
   - The Company has indicated in their pamphlets / brochures etc. that they would provide No Objection Certificate (NOC) / permission of the mortgage bank for sale of flats / property, if required.
   - NOC should be issued subject to receipt of full sale consideration for the particular flats
4. The construction of the building should be strictly as per approved plan. No deviation should exist.
5. Branch to bring to the notice of RO immediately if any deviation found occurred during any stage of the disbursement.
6. Unsecured loan to be pegged during the currency of our Bank finance. Branch to obtained appropriate pegging letters.
7. The company should not obtain any financial assistance from any other source without the prior approval of the Bank.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

8. Interest rate is subject to variation as per guidelines of the bank and Credit Rating of the borrower, from time to time without giving any notice in this regard.

9. Unit is subject to periodical inspection by Bank's officials and the all the charge to be borne by the firm.

10. Certificate from statutory auditor for cost incurred in the project so far indicating the means of the project i.e. margin, term loan and customer advance should be submitted.

11. Security Coverage/ Asset Coverage ratio of minimum of 2.96 times of term loan outstanding is to be maintained during the currency of the loan. Further, before release of each tranche of term loan, availability of stipulated security coverage is to be ensured.

12. The loan to be released in stages and ensure that margin of 56.36% is maintained at each and every stage.

13. The fact that the project land is mortgaged to the bank and NOC to be obtained at each stage release to be mentioned in the sale agreement.

14. Branch to ensure that the prime security are insured all the time, against all possible risks with bank's clause, for full value with bank clause. Following clause relating to insurance should be incorporated in the branch's credit sanction advice to the subject.
"You are requested to insure the assets financed by us. As a matter of information, we wish to add that we are Corporate Agent of Universal Sompo Insurance Company Limited. Therefore, you can utilize our services as agents of M/s Universal Sompo Insurance Company Limited to meet your insurance requirements including insurance of the assets financed by us in the instant case against your specific request. However, please note that the responsibility to keep the assets insured will be solely yours and the Bank shall not hold any responsibility whatsoever if the assets are not insured".

15. Disbursement in the term loan account will be permitted based on progress of the project after ensuring that the proportionate margin has been brought in by the company and submission of certificate from the Chartered Engineer and Statutory Auditor of the company.

16. The borrowing company/ Partners/ Guarantors should not be in RBI default list. Consent cum authorization letter for publishing the names of borrowers/ partners/Guarantors in the event of default as per CIBIL requirements should be obtained in the prescribed format. In case the firm commits default in the repayment of loan/ advances or in the repayment of interest thereon or any of the agreed installment of the loan on due dates, the Bank and/or Reserve Bank of India/ CIBIL will have an unqualified right to disclose or publish its name or the name of its partners/guarantors as defaulters in such manner and through such medium as the Bank or RBI/CIBIL in their absolute discretion may think fit.

(Anand Anal)
Senior Manager

(G D Solanki)
Chief Manager

17. Condition for subsequent drawdown:
   a) No Event of Default has occurred and is continuing;
   b) No event has happened which in the opinion of the Bank would result in having a Material Adverse Effect;
   c) Furnish, by the 15th of the first month of a quarter, a certificate from a Chartered Accountant certifying the expenditure incurred on the Project, the means of financing the same and utilization of the Loan previously disbursed to the firm for the Project till the end of the previous quarter (i.e. Drawdown requests for January – March quarter shall be accompanied by CA certificate till December 31st);
   d) Furnish by the 15th of the first month of a quarter, quarterly report from the Bank's Engineer regarding the physical and financial progress in the implementation of the Project for the previous quarter and expected requirement of funds for the coming quarter (i.e. Drawdown requests for January – March quarter shall be accompanied by a LIE report for October – December quarter).
18. Subjects to ensure that there are no overdues at any point of time.
19. Each of the following shall, inter alia, constitute an Event of Default(EoD) under the Financing Agreements:
   a) Payment Default;
   b) Breach of covenants;
   c) Breach of other obligations, including undertakings provided by the Borrower or the Promoter;
   d) Failure by the Sponsor to make any contribution, as scheduled or committed;
   e) Change in control of the Borrower;
   f) Misrepresentation;
   g) Insolvency;
   h) Any of the Facility Agreement becoming ineffective, unenforceable or invalid;
   i) Reorganisation (which is likely to have a Material Adverse Effect on the Company), liquidation or dissolution of the firm;
   j) Any Security ceasing to be effective;
   k) Expropriation or nationalisation;
   l) Revocation of any commercial agreement which, if terminated and not replaced, would be expected to have a material adverse effect;
   m) Material Adverse Effect.
   n) Delay in achieving COD beyond the scheduled COD.
   o) Cross default, payment default, other breaches of Facility agreement, misrepresentation, insolvency (and insolvency proceedings), cessation or material change of business, attachment or execution, changes in the constitution of the Borrower, and material adverse change, material litigation, revocation of operating licenses and other authorizations.

Upon the occurrence of the Events of Default mentioned above, that is capable of remedy, a cure period as customary to a facility of this nature would be available to the Borrower.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

20. Upon the occurrence and continuance of an EoD, Bank may exercise any one or more of the following actions, including but not limited to:
    a) Accelerate the maturity of the Facility and declare all amounts payable by the Borrower in respect of the Facility to be due and payable immediately;
    b) Suspend or terminate all undrawn commitments;
    c) Enforce Security;
    d) Declare the commitments to be cancelled or suspended;
    e) Call on Sponsors' undrawn equity commitment;
    f) Restructure management set-up of the Borrower;
    g) Sue for creditors' process and/or exercise all or any rights with respect to the Security in accordance with the Facility Agreements;
    h) Exercise one or more of the actions or rights available to secured creditors or their agents and trustees under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
    i) Exercise any other right that Lenders have under the Facility Agreements.
21. Subjects to deal exclusively with us. All transactions should be routed through the account maintained with us. Subjects to ensure that the funds are utilized for the purpose for which it is sanction without any diversion. Subject to give an undertaking in this respect.

22. The documents have to be vetted by the Panel Advocate.

23. The borrower has to undertake that the term loan shall not be used for :
    a. Purchase of land
    b. Cost of acquisition of development rights from any existing holder of such rights.
    c. Tenancy settlement cost
    d. Investment in any group concern/other firm.
24. End use verification certificate should be certified by Statutory Auditor of the company.

25. Subjects to ensure that no part of the funds is used for any speculation in land.

26. Project Specific Separate Account to be maintained with the Branch.

27. The company to give an undertaking letter that no commission was paid / payable to guarantors for extending guarantee to the bank for the limits sanctioned to the firm. Similar undertaking should be obtained from the guarantors also for having not received any commission / fee from the firm.

28. The borrowal account of the party is subject to the applicability of KYC (Know Your Customer) Guidelines in terms of directives from RBI currently in force. Accordingly, subjects to furnish the required personal information / data under KYC requirement as and when the same is sought by the Bank

29. The Borrower/firm will submit undertakings to the followings effects in respect of the credit facility:
    a. Any saving in Project Cost will result in pro-rata reduction in debt and equity.
    b. Any overrun in the cost of project will be solely met by the borrower by raising equity and/or additional funds in the manner acceptable to the Bank.
    c. Not to take any additional senior debt for any cost over runs beyond the projected construction cost as per the financing Plan. The same will be funded by additional promoter's contribution.
    d. To obtain statutory permissions from regulatory, governmental, environmental and other agencies required necessary at respective stage.
    e. The unsecured loan brought in by promoters/directors etc. shall be interest free and sub-ordinate to our loan and shall not be withdrawn during the currency of our facility.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

30. The Promoters to provide the following undertakings to the Lenders in respect of the Facility:
    a) The Promoters shall agree and commit to bring in the entire Equity in the Project as required according to the Financing Plan;
    b) Undertaking by the Promoters to bring in additional funds in case there is shortfall in the means of finance;
    c) Undertaking by the Promoters to bring in additional funds in a manner acceptable to Bank, in case of cost overrun in the Project;
    d) The Promoters shall maintain management control and majority shareholding in the Borrower for the duration of the Facility
31. Bank/ Auditors will conduct inspection of the unit and books of the account at regular interval. Audit/Inspection charges and other incidental expenses shall be borne by the borrower.
32. The unit visit shall be conducted on a regular basis as per the guidelines in force.
33. TNW of the company should not be less than the projections submitted. Any short fall in profitability should be brought in by way of fresh capital induction / USL by the promoters.
34. The firm will not invest in its sister/Associate/ Group concern without consent from our Bank.
35. The firm, partners will undertake that they are neither defaulter to any bank/FI nor their names appear in caution list issued by RBI/ECGC/DGFT etc., Bank reserves the right to publicly disclose the names of the borrowers/ directors/ guarantors in case of default.
36. In case the subjects commit default in the repayment of loan/advances or in the repayment of interest thereon or any of the agreed installment of the loan on due dates, the bank/ and/or Reserve Bank of India/ CIBIL will have an unqualified right to disclose or publish its name or the name of its directors/ partners/guarantors as defaulters in such manner and through such medium as the bank or RBI/CIBIL in their absolute discretion may think fit.
37. Our bank's name board as financiers is to be displayed prominently at the project site.
38. Bank/ Auditors will conduct inspection of the unit and books of the account at regular interval. Audit / inspection charges and other incidental expenses shall be borne by the borrower.
39. Bank shall have the right to withdraw or modify all/any of the terms and conditions or stipulated fresh conditions, under intimation to the borrower.
40. A declaration from borrower/ directors/ partners regarding pending court cases/ disputes shall be obtained as per RBI circular no. DBOD/BCDL 104/20.16.002/99-2000 dated 23.10.99.
41. The borrower/company will submit quarterly progress report on implementation of the project (both physical and financial) along with a certificate issued by the Auditor's of the company for the end use of funds and also the breakup of the source of funds thereof.
42. The affairs of the firm, its financials are to be disclosed to refinance agency or any such other agencies if required.

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

43. The subjects have to submit audited balance sheets as on 31st March every year within 6 months of closure of financial year. If the audited financials are not submitted after 31st October, a penalty of additional interest of 1% should be levied from 1st November, till date of submission, after informing the borrower.

44. As the total exposure to the unit is exceeding Rs.100.00 lacs as per C.O. instructions – contained in LRM Dept., CO Circular MASTER/58/2010-11 dated 09.10.2010 - for all the accounts where the fund based exposure is Rs.100.00 lacs and over, Loan Review Mechanism [LRM] format to be submitted to R.O. / C.O. within 90 days from the date of the sanction/renewal. In the LRM format – certificate with reg. to the following to be incorporated [self- contained].
   - Compliance of terms of sanction
   - Vetting of documents by approved advocate
   - Rectification of irregularities pointed out in the C.O.I.R. and
   - Rectification of irregularities pointed out in RBI I.R.

45. Bank reserves its right to alter/cancel/stipulate/modify the credit limits/loans sanctioned and/or terms and conditions stipulated without notice and without assigning any reason there for.

46. In accordance with the guidelines issued vide Circular Letter COMLET/17/2008-09 dated 22.09.2008 issued by CSSD, CO and reiterated vide CSSD Circular ADV/530/2010-11 dated 23.03.2011, complete vetting of documents to be done before release of funds under sanctions at various levels, as per details given below:
   - For limits over Rs.1 crore and upto Rs.10 crores, the documents have to be vetted by Lawyers and certified by II Line Officers at branches before release of limits.
   - For limits above Rs.10 crores and upto Rs.50 crores, the documents have to be vetted and certified by II Line Officers at branches. The same has to be sent to Regional Office who will permit release of limits. Only upon receipt of confirmation from Regional Office, the limits can be released.
   - For limits above Rs.50 crores, the documents have to be vetted by Lawyers and certified by II Line Officers of the branch and the same is to be sent to Credit Department at Central Office, who will permit release of the limits. Only upon receipt of confirmation, the limits can be released.

47. During the currency of the Bank's credit facilities, the borrowers shall not, without prior approval of this bank in writing
   - Effect any change in their capital structure which may affect bank's interest adversely.
   - Formulate any scheme of amalgamation or reconstruction.
   - Undertake any new project or expansion or modernization scheme or make any capital expenditure other than those estimated/projected in the CMA data, without obtaining the Bank's approval.
   - Enter into any new borrowing arrangement either on secured basis or unsecured basis with any other bank financial institution.
   - Undertake guarantee obligations on behalf of any other borrower/ organization.
   - Sell, assign, mortgage, alienate or otherwise dispose of any of the assets of the borrower charged to the bank.
   - Enter into any contractual obligation of a long term nature affecting the borrower financially to a significant extent.
   - Undertake any activity other than those indicated in the object clause of the rules & registration/by-laws of the society.
   - Permit any transfer of the controlling interest or make any drastic change in the management set up.
   - Divert/ utilize bank's funds to other sister/ associate/ group concern.

48. **The Bank shall** charge penal interest (presently 2.00%) under the following circumstances:
   - Irregularities/over drawings in loan account(s).

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

- Non/delayed submission of complete renewal proposal with audited Balance Sheet, CMA data, statement of assets and liabilities and other required papers by the end of 10 months from the date of sanction.
- Default in observance of borrowing covenants/terms and conditions of the sanction.
- Any other eventuality/situation to be decided by the bank.
- Non compliance of any of the terms & conditions stated above.

49. The subjects should bear all legal / documentation/ inspection / valuation charges as per the bank norms.

50. Commitment charges shall be levied at the rate of 0.50% per annum if the term loan is not drawn as per draw down schedule submitted by the company with a tolerance level of 20% of the drawdown schedule.

51. Branch to ensure that all the statutory dues have been paid by the borrower promptly. A certificate from the company/ borrower's auditors on annual basis to this effect to be obtained.

52. Whenever the borrower is advised to produce auditor's certificate by the Bank, during the course of dealing with the borrower in respect of finance made to them such auditor's certificate should be obtained from the auditor who has originally audited and certified the books of accounts of the firm.

53. Branch is advised to adhere to the guidelines and operational instructions provided in CO Circular-PER / MISC / 2005-06 dt. 31.12.2005 relating to KYC norms and AML procedures.

54. Branch to comply the procedures and guidelines given in MSD/ CO Circular 316/2008-09 dated 19.12.2008 regarding systems and procedures under the caption "Amendment to Book of Instructions"-"Joint responsibility for Loans & Advances".

55. The Branch should ensure that the borrower has no tax dues to the government. A certificate to this effect [as per Law Dept. CO Circular No.2 of 2008-09 dated 13.03.2009- Transient Series- File E] should be obtained every year from the statutory auditor of the firm that they had remitted the sales tax dues and there are no arrears of tax dues.

56. Branch should implement such of those latest instructions as approved by the Board/MCB and duly circulated by the Central Office and the new guidelines introduced with respect to loan documentation, between the Date of Sanction and the Date of availment.

57. All other terms and conditions applicable to such type of advances as advised vide Book of Instruction, Manual on Documentation and circulars issued by RO/Co and are in force should be strictly adhered to.

58. Branch should submit point war compliance report within 30 days from the date of disbursement of the loan

(Anand Anal)
Senior Manager

(G.D Solanki)
Chief Manager

----------END----------

Account-M/s Aashiyana Infrapromoters Private Limited
Branch:Lucknow Main(0207)

Annexure to our Sanction letter RO/ADV/14/2015-16 dated 04.06.2015

Process to issue No objection Certificate by the Branch

- Being a residential building the company to take NOC from the branch for a particular flat.
- Company, should give an stamped undertaking that they will Sale the flats strictly after getting the NOC from the Bank and it is their responsibility to obtain the NOC from the Bank for each flat before "Agreement to sale" & before "execution of sale deed"(Twice). They will keep the purchaser informed about the property being mortgaged to IOB and sufficient disclosure will be incorporated in sale brochure, leaflet etc as below :

  I. The Company will disclose in the Flat buyer's agreement the name of the Banks regarding mortgage of the property to the bank.
  II. The Company would append the information relating to mortgage in favour of the Bank while publishing advertisement of a particular scheme in newspapers / magazines etc.
  III. The Company would indicate in their pamphlets / brochures etc. that they would provide No Objection Certificate (NOC) / permission of the mortgage bank for sale of flats / property, if required.
- Company to take 1st NOC from the branch for a particular flat before entering into agreement to sale with the purchaser for sale of the flat. Branch to evolve a method to handover the NOC on the same date without any delay for operational convenience of the Company keeping in mind the good customer service. Branch also to keep proper record of all such NOC to arrive the detail of unsold flats at any point of time.
- Company to take second NOC at the time of execution of Sale Deed in favour of purchaser. Branch to issue the NOC only after ensuring that the value of remaining flat is 3.2 times of term loan. No waiver is permitted in this regard.
- Company to submit a monthly statement clearly showing the flat details already booked and flats details, where sale agreement or sale deed is executed. The detail should contain the actual flat no., date of the booking, date of the execution of agreement to sale, date of execution of sale deed etc.
- Company to open an Escrow account with the branch for the purpose of depositing sale receipts of the flats. Our bank will have lien on the account. Company to keep provision for at least 3 months of interest servicing in the escrow account, the remaining amount will be utilised by transferring the amount to the Company normal account for their utilisation as per the written request of the Company. Branch to keep all such request in their record.
- Company also to ensure that sufficient amount is started accumulating in the escrow account for TL repayment as per Repayment schedule. Branch to ensure the repayment before transferring any amount to normal account for company utilisation.
- Branch not to issue separate NOC to any other Bank/Financial institution for the purpose of Housing Loan by the prospective buyer of the flats.

The above conditions forms integral part of our sanction.

(ANAND ANAL)
SENIOR MANAGER 1st LINE

(G D SOLANKI)
CHIEF MANAGER