

वाणिज्य शाखा (कर्ज), एन. जी. एन. वैद्य मार्ग, बैंक स्ट्रीट,  
हॉर्निमन सर्कल, पत्र पेटी क्र. 10141, मुंबई - 400 001.

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हॉर्निमन सर्वकल, पत्र पेटी क्र. 10141, मुंबई - 400 001.

Commercial Branch (Advances), N. G. N. Vaidya Marg, Bank Street,  
Horniman Circle, Post Box 10141, Mumbai - 400 001.

शाखा कूट क्र. / Branch Code No. 6070

Swift Code - SBININBB101

**Tel. : 022- 22662205**

**Fax : 022-22626474**

**E-mail : dgm06070@sbi.co.in**

ਸ. / No.

दिनांक / तारीख / Date

(ARRANGEMENT LETTER)

To

M/s Supreme Suyog Funicular Ropeways Private Limited (SSFRPL)

8, Bhawani Services Industrial Estate,

3rd floor, opp. IIT Main Gate,

Powai, Mumbai – 400072

No: CB/AMT-VIII/

Date: 10.03.2016

Dear Sir

## **COMMERCIAL ADVANCES** **SANCTION OF CREDIT FACILITIES**

With reference to your letter No. dated 05/01/2015 addressed to us, we are pleased to advise that you have been sanctioned the following credit facilities:

**A. Sanction for:**

A. Sanction for:		(Rs. in crores)		
Facility	Existing	Proposed	Change	Remarks
CC	--	--	--	
Term Loan-I	50.00	50.00	--	Restructured TL
Term Loan-II	--	10.00	+10.00	Additional TL
<b>Total FB</b>	<b>50.00</b>	<b>60.00</b>	<b>+10.00</b>	
NFBWC				
BG / LC	--	--	--	
<b>Total NFB</b>	<b>--</b>	<b>--</b>	<b>--</b>	
<b>Total Indebtedness</b>	<b>50.00</b>	<b>60.00</b>	<b>+10.00</b>	

2. We have examined your request and following approvals are accorded by the Bank.

(i) Shifting Commercial Operation Date by 30 month i.e. from original date of DCCO 22/02/2014 to 14/08/2016 as against existing approved DCCO of 14/02/2016
(ii) Lateral shift in corresponding repayment schedule of Rupee Term Loan of Rs 50.00 crores by 30 months (i.e. shift in repayment schedule ) assuming COD as 14/08/2016 .
(iii) Reset in pricing of existing Term Loan with residual tenor of 147 months at 2.75% above Base Rate i.e 12.05% p.a. (including tenor premium) against the applicable

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pricing at 8.00% above Base Rate i.e. 17.30% (including tenor premium) and existing pricing at 2.75% above Base Rate i.e 12.05% p.a.
(iv) Improved pricing at 2.75% above Base Rate i.e, 12.05% p.a. for the additional Term Loan of Rs 10.00 crores as against the applicable pricing of 8.00% above Base Rate, i.e, 17.30%.
(v) 50.00 % concession in upfront fee on TL against card rates i.e. to recover Rs. 0.08 Crore against applicable charges of Rs. 0.15 Crore.

3. Please arrange to complete all the formalities of documentation, including that of creation/extension of mortgage, and also arrange to fulfil the pre-disbursal conditions/stipulations at an early date to enable us to release the facilities.

4. The sanction/disbursal is subject to the following conditions/ observations :-

(i) The company to regularize / upgrade the account immediately.
(ii) ECR covering the enhanced exposure to be obtained prior to disbursement.
(iii) Promoters full contribution to be brought upfront. Company to bring equity of Rs.6.73 crore upfront before disbursement of additional term loan of Rs.10.00 crore. Company to submit Certificate for infusing Rs.6.73 crore fresh equity from the Statutory Auditors of the Company.
(iv) All approvals as assured to be in place prior to further disbursements in the project. A certificate from new LIE to be submitted to the bank confirming all the approvals are in place before disbursement of additional Term Loan..
(v) The company to remit the upfront equity contribution in the Escrow account and the company also has to submit Statutory Auditors certificate confirming the equity infusion and the sources of funds.
(vi) The company to ensure that all assets charged to the Bank are adequately insured.
(vii) The company to submit undertaking for utilization of the Bank's CMP services on implementation of the project.
(viii) New LIE shall be appointed and further disbursement of Term Loan shall be done only after new LIE certifying the materials to be purchased/expenses to be incurred.
(ix) DSRA equivalent to three month's installment and interest to be maintained.
(x) The Company to undertake payment of the outstanding Statutory Liabilities by 30.04.2016.
(xi) All the cash inflows to be deposited in the Escrow account opened with the Bank.
(xii) The Company to provide a letter/confirmation from the Competent Government Authority about their eligibility to collect revenues from the amenities like parking, restaurant and other facilities latest by September 2016.
(xiii) The amount accumulated in the DSRA shall not be used for any purpose other than for meeting the dues of the Banks. The company shall furnish quarterly Chartered Accountant Certificate as regards expenditure incurred and such other information as may be required.
(xiv) Our Additional debt of Rs 10.00 crores to be acknowledged by the PWD/ Concerned Authorities before disbursement.
(xv) No payment of dividend to equity shareholders, interest or repayments to the providers of subordinated debt, if any, shall be made until the required appropriations / replenishments are made to the DSRA to the satisfaction of the Bank and without the prior consent of the Banks.

5. The changes in the terms and conditions of earlier TL of Rs.50.00 cr are mentioned in Annexure-I. All other terms and conditions of existing TL of Rs.50.00 cr shall remain unchanged.
6. The terms and conditions of additional Term Loan of Rs.10.00 crores are mentioned in Annexure-II. The company to ensure strict compliance of the terms & conditions mentioned in this letter, including annexure and Banks standard covenants.
7. The Bank reserves the right to cancel the limits sanctioned/ sanctioned but not released at any stage, in case of adverse observations/ defaults.
8. Bank will recover following Charges:
- Rs.1,14,000/- will be recovered as other miscellaneous approvals
  - Rs. 1,14,000/- will be recovered as charges for rephasing of loans / deferment of loan instalment.
9. We request you to please return the duplicate copy of this letter duly signed by authorized signatory of the Company and the Guarantors of the advance in token of having accepted the terms and conditions of sanction.

Yours Faithfully

  
AGM & Relationship Manager

Accepted

For, Supreme Suyog Funicular Ropeways Private Limited

Director / Authorised Signatory

Mr. Vikram B. Sharma (Guarantor)

Mr. Vikas B. Sharma (Guarantor)

Accepted

For, Supreme Infrastructure India Ltd. (Corporate Guarantor)

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**ANNEXURE "I"**

**M/S SUPREME SUYOG FUNICULAR ROPEWAYS PRIVATE LIMITED**  
**TERMS AND CONDITIONS GOVERNING THE**  
**TERM LOAN-I**

1. Restructuring of the existing Term Loan of Rs 50.00 crores on account of proposed shift in DCCO to August 2016.

2. **Rate of Intt.:** 2.75% above Base Rate i.e 12.05% p.a. subject to reset every year.

**3. EXISTING REPAYMENT SCHEDULE FOR RS 50.00 CRORES TL:-**

<b>FY of Repayment</b>	<b>No. of monthly instalments</b>	<b>Monthly Loan Instalment repayable</b>	<b>Total Amount repayable</b>
2016-17	7	400000	2800000
2017-18	12	850000	10200000
2018-19	12	1250000	15000000
2019-20	12	1890000	22680000
2020-21	12	2080000	24960000
2021-22	12	3750000	45000000
2022-23	12	5000000	60000000
2023-24	12	6250000	75000000
2024-25	12	6670000	80040000
2025-26	12	8750000	105000000
2026-27	4	9887000	39548000
2026-27	2	9886000	19772000
	<b>121.00</b>		<b>500000000</b>

**4. PROPOSED REPAYMENT SCHEDULE FOR RS 50.00 CRORES TL**

<b>From</b>	<b>To</b>	<b>No of Installments</b>	<b>Installment Amount</b>	<b>Total</b>
31/03/2017	30/09/2017	7	400000	2800000
31/10/2017	30/09/2018	12	850000	10200000
31/10/2018	30/09/2019	12	1250000	15000000
31/10/2019	30/09/2020	12	1890000	22680000
31/10/2020	30/09/2021	12	2080000	24960000
31/10/2021	30/09/2022	12	3750000	45000000
31/10/2022	30/09/2023	12	5000000	60000000
31/10/2023	30/09/2024	12	6250000	75000000
31/10/2024	30/09/2025	12	6670000	80040000
31/10/2025	30/09/2026	12	8750000	105000000
31/10/2026	31/01/2027	4	9887000	39548000
28/02/2017	31/03/2027	2	9886000	19772000
				<b>500000000</b>

## ANNEXURE "II"

### M/S SUPREME SUYOG FUNICULAR ROPEWAYS PRIVATE LIMITED TERMS AND CONDITIONS GOVERNING THE TERM LOAN-II

1. Limit : Rs.10.00 crores

2. Security

Details of Security	
<b>Primary</b>	<p><b>Extension of</b></p> <ul style="list-style-type: none"> <li>First charge by way of hypothecation of all the movables, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movables assets, present &amp; future;</li> <li>First charge of all the cash flows, revenues and receivables of the Company, of whatsoever nature and wheresoever arising, present &amp; future;</li> <li>First charge on all intangibles, present &amp; future;</li> <li>First charge by way of assignment or creation of security interest in all the rights, title, interest, benefits, claims and demands whatsoever of the Company</li> <li>(i.) In the project documents (including but not limited to the Concession agreement, EPC Contracts, etc);</li> <li>(ii.) Permits, approvals and clearances pertaining to the Project;</li> <li>(iii.) Any L/C, guarantee, performance bond provided by any party to the Project Documents;</li> <li>(iv.) All Insurance Contracts / Insurance Proceeds pertaining to the Project.</li> <li>First charge on the Trust &amp; Retention Account and other reserves and any other bank accounts of the Company, wherever maintained;</li> </ul>
<b>Collateral</b>	Extension of charge by way of Pledge of 51% of the shares of the company (SSFRPL)
<b>Guarantee</b>	<b>Name of Guarantor</b>
	Mr. Vikram B. Sharma
	Mr. Vikas B. Sharma
	<b>Corporate Guaranteee of</b> Supreme Infrastructure India Ltd.

5. Margins : Rs.6.73 crores

6. Rate of Intt. : 2.75% above Base Rate, present effective rate 12.05% p.a. with monthly rests. (reset annually)

7. Penal Rate of Interest : As applicable for each irregularity mentioned in item 11 of Standard Covenants (Annexure 'III') with a maximum ceiling of 3% p.a.



8. **Documents:** As per Bank's extant instructions
9. **Insurance:** As per Bank's extant instructions
10. **Upfront Fees:** 0.62% of loan amount i.e. recovery of Rs.6.20 lacs
11. **Inspection:** Quarterly.  
Inspection charges as under will be borne by the Company:
12. **Commitment Charges:** 1.20%p.a. for designed drawn down beyond 2 months.
13. **Repayment period:**

**REPAYMENT SCHEDULE OF ADDITIONAL TERM LOAN OF RS 10.00 CRORES**

From	To	No of Installments	Installment Amount	Total
30/04/2017	31/03/2018	12	51375	616500
30/04/2018	31/03/2027	108	205500	22194000
30/04/2027	28/02/2028	11	6307318	69380498
31/03/2028	31/03/2028	1	78090002	78090002
				<b>1000000000</b>

14. **Registration of charges:** Charges created in favour of the Bank to be registered with the Registrar of Companies within 30 days from the date of creation.
15. **Pre-Payment Charges:** 2% of the pre-paid amount (loans prepaid from own resources will not attract prepayment/ pre-closure charges).

**ANNEXURE “III”**

**STANDARD COVENANTS FOR THE CREDIT FACILITIES GRANTED TO  
M/S SUPREME SUYOG FUNICULAR ROPEWAYS PRIVATE LIMITED**

**BASIC COVENANTS**

1. Bank will have the right to examine at all times the Company's books of account and to have the Company's factories, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and/or management consultants of the Bank's choice. Cost of such inspection shall be borne by the Company.
2. The Company should maintain adequate books of accounts, which should correctly reflect its financials position and scale of operations and should not radically change its accounting system without notice of the Bank.
3. The Company should submit to the Bank such financials statements as may be required by the Bank from time to time, apart from the set of such statements to be furnished by the Company to the Bank as on the date of publication of the Company's annual accounts.
4. The Bank will have a first charge on the profits of the Company, after provision for taxation and dividend where applicable, for repayment of instalments under Term Loans granted/deferred payment guarantees executed by the Bank or other repayment obligation, if any, due from the Company to the Bank.
5. The Bank shall have the right to securitise the secured assets and in the event of such securitization the Bank is not bound to send an individual intimation as to the said securitization to the borrower and/or guarantor(s).
6. In case of default in repayment of the loan/advances or in the payment of the interest thereon or any of the agreed instalments of the loan on due date/s by the borrower, the Bank and/or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower's Company/unit and its directors/partners/proprietors as defaulter in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
7. The Bank will have the right to share credit information as deemed appropriate with CIBIL or any other institution as approved by RBI from time to time.



8. The Company should not induct into its Board a person whose name appears in the willful defaulters list of RBI/CIBIL (other than as Nominee/Professional/Honorary director). In case such a person is already on the Board of the borrowing Company, it would take expeditious and effective steps for removal of that person from its Board.
9. The Company shall keep the Bank informed of the happening of any event likely to have substantial effect on their profit or business; if, for instance, monthly production or sales are substantially less than what had been indicated to the Bank, the Company will inform the Bank accordingly, with explanations and the remedial steps proposed to be taken.
10. For all Term Loans, borrower shall pay penal interest at applicable rate as indicated on the total outstandings in the event of any one or more of the following defaults during the currency of the loan for the relevant period as mentioned there against :
- a. Any adverse deviation by more than 20% from the levels stipulated as below in respect of any two of the following items for a minimum period of one year (at 1% p.a.)
    - o Current ratio of 0.16 for the year 2016-17.
    - o Total Debt Gearing i.e. total Outside Liabilities divided by Tangible Net Worth (TOL/TNW) of 1.72 for the year 2016-17.
    - o Gross DSCR of 1.03 for the year 2016-17.
    - o Interest Coverage Ratio 1.04 for the year 2016-17.
  - b. Default in payment of interest or instalment to the Bank for the period of such default (at 1% p.a.)
  - c. Default in payment of interest and/or installment on due dates to any other lender for the period such default (at 1% p.a.)
11. Each of following events will attract penal interest at applicable rate as indicated, over and above the normal interest applicable in the account.
- o Non- submission of renewal data beyond three months from the due date renewal (at 1%)
  - o Non-compliance with covenants (at 1% p.a.)
- However, the total penal interest charged on a borrower due to various non-compliances will not exceed 3% p.a.



## **NEGATIVE COVENANTS:**

### **THE COMPANY SHALL NOT:**

1. Effect any change in the Company's capital structure; in all cases of Term Loan, where a condition prohibiting disinvestments by promoters of their quota in the equity of the borrower Company, without the prior approval of the Bank, all the promoters of the Company should furnish an undertaking on the lines specified for this purpose. On the basis of the letter of undertaking, promoters should also furnish each year in the first week of April, the latter's confirmation together with the Auditor's Certificate as on 31<sup>st</sup> March every year for record of the Bank.
2. Formulate any Scheme of amalgamation or reconstruction.
3. Undertake any new project, implement any scheme of expansion or acquire fixed assets except those indicated in the funds flow statement submitted to the Bank from time to time and approved by the Bank.
4. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group Companies); normal trade credit or security deposits in the normal course of business or advances to employees can, however, be extended.
5. Enter into borrowing arrangement either secured or unsecured with any other Bank, financial institution, Company or otherwise or accept deposits apart from the arrangement indicated in the funds flow statements submitted to the Bank from time to time and approved by the Bank.
6. Undertake any guarantee obligation on behalf of any other Company (including group Companies).
7. Declare dividends for any year out of the profits relating to that year or of the previous years. It is however, necessary for the borrower to ensure first that provisions are made and that no repayment obligations remain unmet at the time of making the request for Bank's approval for the declaration of dividend.
8. Create any charge, lien or encumbrances over its undertaking or any part thereof in favour of any financial institution, Bank, Company, firm or persons.
9. Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
10. Enter into any contractual obligation of a long-term nature or affecting the Company financially to a significant extent.

11. Change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees, etc.
12. Undertake any trading activity other than the sale of products arising out of its own manufacturing operations.
13. Permit any transfer of the controlling interest or make any drastic change in the management operations.
14. Repay monies brought in by the promoters/directors/principal shareholders and their friends and relatives by way of deposits/loans/advances. Further, the rate of interest, if any, payable on such deposits/loans/advances should be lower than the rate of interest charged by the Bank on its Term Loan and payment of such interest will be subject to regular repayment of instalments under Term Loans granted/deferred payment guarantees executed by the Bank or other repayment obligation, if any, due from the Company to the Bank.

All unsecured loans/deposits raised by the Company for financing a project are always subordinate to the loans of the Bank/Financial Institutions and should be permitted to be repaid only with the prior approval of all the Banks and the financial institutions concerned.

#### **OPTIONAL COVENANTS**

1. The Company shall keep the Bank advised of any circumstance adversely affecting the financial position of their subsidiaries/group Companies or Companies in which it has invested, including any action taken by any creditor against the said Companies legally or otherwise.
2. The Bank will have the option of appointing its nominee on the Board of Directors of the Company to look after its interest. The Director's normal fees and expenses will be defrayed by the Company. Such director shall not be required to hold qualification shares and shall not be liable to retirement so long as the credit facilities granted by the Bank to the Company are outstanding. When the option is exercised by the Bank, the Company shall submit sufficiently in advance agenda papers relating to meetings of the Board of Directors of any committees thereof and forward duly certified copies of the proceedings of such meetings. The Bank will have the right to appoint a nominee to attend any meeting of shareholders, where the right is exercised, the agenda papers and proceedings should be sent to the Bank sufficiently in advance.
3. The Company agrees to offer the Bank, on a right to first refusal basis atleast prorate business relating to remittances, bills/cheque purchase, non-fund based



transactions including LCs and BGs, forex transactions and any Interest rate or currency hedging business contemplated (additional clause incorporated).

4. The Bank will have the right to convert the debt into equity, at a time felt appropriate by the Bank, at a mutually acceptable formula.

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