

Ref No: AFL/RE/SL/Aug-2021/16994

Date: 16th August, 2021

To:

JP Infra & Salasar Buildcon LLP
Salasar Business House,
Ground & 01st Floor Shreevallabh,
Behind D'mart,
Bhayandar West
Thane 401 101

Dear Sir,

Kind Attn: Mr. Shubham Jain

Sub – Secured Term Loan – INR 35 Crore.

This is with reference to your Loan Application on the captioned Subject. Arka Fincap Limited having registered office at One World Centre, 1202B, Tower 2B, Floor 12B, Jupiter Mills Compound, Senapati Bapat Marg, Mumbai 400013 ("Lender/ AFL") is pleased to convey its approval for credit facility of a sum aggregating to INR 35 Crores (Thirty Five Crore Rupees only) ("Facility") to JP Infra & Salasar Buildcon LLP ("Borrower") for Purpose (as detailed below) on the indicative terms and conditions as mentioned herein below ("Terms & Conditions").

Please note that this communication shall be construed as a binding obligation on part of you, once this letter is returned duly signed by you as a token of acceptance hereof & signed / executed the Agreement / documents in connection with the Facility within a period of 90 days or such further time as may be extended by AFL in writing in its absolute discretion.

The terms mentioned in this letter are not exhaustive and you will have to sign Facility Agreement in this regard which would be binding on you. Further acceptance of all the Terms and Conditions mentioned hereunder shall override all earlier oral or written communications between AFL and the Borrower. AFL and Borrower agree that in case of any inconsistency or conflict between the terms of this sanction letter and the financing documents, the financing documents shall prevail.

ARKA FINCAP LIMITED

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Yours faithfully,



Sonu Singh
Head - Real Estate & Allied Financing and Advisory





Manish Nagarsekar
Head – Operation and BSG

On behalf of JP Infra & Salasar Buildcon LLP
Agreed and Accepted,

(Authorized Signatory)

Name:

Designation:

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Description	Details																				
Borrower	JP Infra & Salasar Buildcon LLP																				
Group	JP Infra Group & Salasar Group																				
Corporate Guarantor	<ul style="list-style-type: none">JP Infra Realty Private LimitedSalasar North East Developers LLP																				
Promoters / Sponsors	Mr. Shubham Jain Mr. Anand Agrawal																				
Lender	Arka Fincap Limited (AFL)																				
Project	"Esquire" Project situated in Bhayandar East, having total saleable area of 2,89,728 (336 units).																				
Type of Facility	Term Loan – INR 30 Crs Line of Credit – INR 5 Crs																				
Facility Amount	Total Amount - INR 35 Crs																				
Security Trustee	Catalyst Trusteeship Services Limited																				
Tranches & Disbursement Milestones	<table><tr><th>Tranche</th><th>Type</th><th>INR Crs</th><th>Milestone</th></tr><tr><td>I</td><td>TL</td><td>20</td><td>Upfront</td></tr><tr><td>II</td><td>TL</td><td>10</td><td>On achieving sales & registration / sales & 10% of collections from the sold units in Project Esquire for 40 units.</td></tr><tr><td>III</td><td>LOC</td><td>5</td><td>On achieving sales & registration / sales & 10% of collections from the sold units in Project Esquire for 100 units.</td></tr><tr><td colspan="2">Total</td><td>35</td><td></td></tr></table>	Tranche	Type	INR Crs	Milestone	I	TL	20	Upfront	II	TL	10	On achieving sales & registration / sales & 10% of collections from the sold units in Project Esquire for 40 units.	III	LOC	5	On achieving sales & registration / sales & 10% of collections from the sold units in Project Esquire for 100 units.	Total		35	
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Total		35																			
Purpose of Facility	<p>The secured Term Loan shall be utilized as below:</p> <ul style="list-style-type: none">INR 10 Crs – Towards Esquire Project developmentINR 25 Crs - Towards reimbursement of identified project expenses incurred in last 12 months, repayment of identified obligations, working capital requirements of the entity / Partners or any other general corporate purposes.																				
Interest Rate	<p>13.50 % p.a. payable monthly</p> <p>The interest as above, shall be payable by the Borrower in arrears on the last day of each month (each an "Interest Payment Date"). Such interest shall become payable from the first Interest Payment Date falling after the date of first disbursement.</p>																				
Interest Rate Reset	Reset option shall be available every 12 months from the date of 1st disbursement.																				
Tenor	Door to Door of 48 Months from the date of first disbursement																				
Lock-in Period	6 months from the date of 1 st disbursement																				
Moratorium Period	8 months from the date of 1 st disbursement																				

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Repayment Schedule	The repayment shall be done on a quarterly basis starting from end of 9 th month. Detailed repayment schedule is as below:	
	Month from 1 st disbursement	Scheduled Repayment (INR Crs)
	9	1.50 Crs
	12	1.50 Crs
	15	2 Crs
	18	2 Crs
	21	2 Crs
	24	2 Crs
	27	2.5 Crs
	30	2.5 Crs
	33	2.5 Crs
	36	2.5 Crs
	39	3.5 Crs
	42	3.5 Crs
	45	3.5 Crs
	48	3.5 Crs
	Total	35 Crs
Voluntary Prepayment	(i) During Lock-in Period:	
	The Borrower shall not be entitled to voluntarily prepay (in part or full) the Facility during the Lock-in Period; save and except amount prepaid through Escrow Mechanism.	
	(ii) Post Lock-in Period:	
	(I) The Borrower may voluntarily prepay (in part or in full) the Facility post the expiry of the Lock-in Period, subject to the following conditions:	
	(1) Request for any such prepayment shall be made to the Lender at-least 15 (Fifteen) days prior to the proposed prepayment date;	
	(2) All prepayments shall be made together with accrued interest on the amount prepaid;	
	(3) Subject to sub-clause (II) below, no prepayment penalty shall be applicable;	
	(4) Any amount prepaid cannot be redrawn and shall be applied and will be applied in or towards repayment and satisfaction of the outstanding amounts that are immediately due and payable.	
	(II) If prepayment is made to the Lender by giving less than 15 (Fifteen) days prior to the proposed prepayment date, then such prepayment shall be subject to payment of prepayment penalty of 2% on the amounts prepaid under the Facility	
	Save and Except amount prepaid through Escrow Mechanism, NIL Charges on amount prepaid through Escrow Mechanism.	

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Security	<p>a) First ranking and exclusive mortgage on all Assets (land and building / structure(s) thereon), in Project "Esquire"</p> <p>b) Pari Passu charge on all Assets (land and building / structure(s) thereon), on 970 sq. mts. land parcel (Survey No. 30/7 Pt and 30/8 Pt) situated in Mira Road.</p> <p>(Combined collateral cover from a) & b) to be minimum of 2x)</p> <p>c) First and exclusive charge / hypothecation on receivables and escrow over 100% receivables, of/under project "Esquire", situated in Bhayandar east; with a minimum receivable cover of 1.75x, to demonstrate repayment.</p> <p>d) Corporate guarantee of JP Infra Realty Private Limited & Salasar North East Developers LLP.</p> <p>e) Personal guarantee of the promoters (Shubham Jain & Anand Agrawal).</p> <p>f) Demand Promissory Note from the Borrower(s).</p> <p>g) ISRA of 2 months interest to be maintained as a fixed deposit lien marked in favour of the Lender.</p> <p>h) PDC for principal repayment and One Month interest payment instalment.</p>		
Security Timeline	The timeline for security creation & perfection shall be as follows:		
	Security	Timeline for creation	Timeline for perfection
	First ranking and exclusive mortgage on all Assets (land and building / structure(s) thereon), in Project "Esquire"	30 days from the date of first disbursement	30 days from the date of first disbursement
	First and exclusive charge / hypothecation on receivables and escrow over 100% receivables, of/under project "Esquire".	30 days from the date of first disbursement	30 days from the date of first disbursement
	Pari Passu charge on all Assets (land and building / structure(s) thereon), on 970 sq. mts. land parcel (Survey No. 30/7 Pt and 30/8 Pt) situated in Mira Road.	30 days from the date of first disbursement	30 days from the date of first disbursement
	Escrow Agreement	30 days from the date of first disbursement	
	Personal Guarantees of Key Promoters	Upfront	
	Corporate Guarantee of JP Infra Realty Private Limited & Salasar North East Developers LLP	Upfront	
	Demand Promissory Note from borrower.	Upfront	
	ISRA	Upfront	
PDC for full principal repayment and 1-	Upfront		

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	<div>month Interest payment</div> <div>Non-disposal Undertaking (NDU) on their Partnership in the Borrowing entity from the Promoters</div>	Upfront
Escrow Mechanism	<div><ul style="list-style-type: none">• Separate Escrow account needs to be opened and maintained by AFL for the project(s)• All the future Receivables of the underlying project(s) shall be deposited in the Account• Cashflows received in the Escrow Account shall be utilised as follows:<ul style="list-style-type: none">○ 70% of the cashflow received shall be utilized towards Project costs and interest and principal due.○ Balance 30% shall be utilized towards repayment/prepayment of the facility, subject to below:<div>On achieving Sales & Registration / Sales & 10% of collections from the sold units in Project Esquire for 100 units, 20% of collections will be allowed as take out to the developer, to a maximum of INR 15 Crs.</div><ul style="list-style-type: none">○ In case 70% of the cashflow received is not utilized against the project costs and interest and principal due, any such residual amount shall be appropriated towards repayment/prepayment, over and above the stipulation of 30%. All such amounts appropriated before the instalment due date shall be adjusted from the immediately due instalment.• Each repayment from the escrow shall be done on a fortnightly basis and shall adjust the repayment on a FIFO basis.</div>	
Security Valuation	The underlying project(s) & underlying land parcel to be valued by two empaneled valuers upfront.	
Interest Step-up	For each notch downgrade in the credit rating of the facility by the rating agency, the Borrower shall pay to the Lender/ Investor additional interest at a rate of 0.50% p.a. over and above the relevant Interest Rate on the outstanding amount of the facility, accruing from the date of such downgrade in the credit rating of the facility, until such time as the downgrade subsists.	
Credit Rating / Mandatory Prepayment	In case of a credit rating downgrade of the Borrower from “BBB-”; during the tenure of the loan or in case any new rating is assigned by any accredited rating agency which is below “BBB-”, the Lender/ Investor shall have an option to ask for mandatory prepayment in full/part of the outstanding amounts together with accrued interest till the date of such prepayment. In case of mandatory prepayment, the Borrower will have to prepay the outstanding amounts under the facility in full or in part as the Lender/ Investor may decide within 30 days from the date of issue of notice to the	

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	Borrower upon downgrade in the ratings.																														
Covenants	<ul style="list-style-type: none"> The minimum collateral cover (across mortgaged properties) to be maintained at minimum of 2x at all times during the tenor of the loan. Collateral cover shall be defined as the value of mortgaged security divided by the loan outstanding. This shall be monitored on an annual basis. In case the collateral cover at any time falls below the stipulated, then the Borrower shall immediately, create and perfect additional security as agreed by/acceptable to the Lender/ Investor. The minimum receivables cover to be maintained at 1.75x of loan outstanding at all times. This shall be monitored on an annual basis. JP Infra Group consolidated Secured Debt to be capped at INR 750 Crs (excluding loan against Thane project acquisition which is currently under process). For the purpose of the Group, all entities controlled by Promoters including JP Infra Mumbai Pvt Ltd, Four D Buildspace Pvt. Ltd., Four D Estates Pvt. Ltd., etc. to be considered. Undertaking to prepay INR 5 Crs from other group sources; as and when required from lender. Project timelines to be as below: <table border="1"> <thead> <tr> <th>Particulars</th><th>Dates</th></tr> </thead> <tbody> <tr> <td>Project Launch</td><td>Before 31st Aug 2021</td></tr> <tr> <td>Project Completion</td><td>Jul-25</td></tr> </tbody> </table> <ul style="list-style-type: none"> Sales Collections to be covenanted as below: <table border="1"> <thead> <tr> <th>Year end</th><th>Cumulative Sales Collections (INR Crs)</th></tr> </thead> <tbody> <tr> <td>March 2022</td><td>25</td></tr> <tr> <td>March 2023</td><td>70</td></tr> <tr> <td>March 2024</td><td>120</td></tr> <tr> <td>March 2025</td><td>200</td></tr> <tr> <td>July 2025</td><td>275</td></tr> </tbody> </table> <ul style="list-style-type: none"> Pending Project Cost is as below: <table border="1"> <thead> <tr> <th>Project Cost</th><th>Balance (INR Crs)</th></tr> </thead> <tbody> <tr> <td>Land & TDR Cost</td><td>10</td></tr> <tr> <td>Construction Cost</td><td>80</td></tr> <tr> <td>Sales & Marketing</td><td>14</td></tr> <tr> <td>Corporate Expenses (Admin & OH)</td><td>14</td></tr> <tr> <td>Total</td><td>118</td></tr> </tbody> </table> <p>The borrower undertakes that there are funds available from group equity / internal accruals to meet additional equity requirement in the project if any on account of cost overrun.</p> <ul style="list-style-type: none"> Selling price for residential units to be as below: 	Particulars	Dates	Project Launch	Before 31 st Aug 2021	Project Completion	Jul-25	Year end	Cumulative Sales Collections (INR Crs)	March 2022	25	March 2023	70	March 2024	120	March 2025	200	July 2025	275	Project Cost	Balance (INR Crs)	Land & TDR Cost	10	Construction Cost	80	Sales & Marketing	14	Corporate Expenses (Admin & OH)	14	Total	118
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	Particulars	Minimum Selling Price Amount
	Upto First 1/3 rd of Area	INR, 8,500/-
	Next 1/3 rd of Area	INR 9,500/-
	Balance Area	INR 10,500/-
	Average price per sqft will be maintained at INR 9,500/- per sqft; across overall project.	
	The Covenants will be tested as stated above and shall be submitted within 60 days from the testing date, both as a management certificate and certified by an independent CA.	
	In case of any breach in any covenant, the borrower will have 90 days to cure the breach during which the lender has the right to increase the interest rate by 50 bps. If at the end of such 90 days period, the breach continues beyond 10%, then remedies including partial repayment will be decided mutually within next 30 days; after which it would be an event of default	
Additional / Default Interest	2% over and above the contracted Interest Rate on the amounts outstanding under the Facility (till the subsistence of default)	
Conditions Precedent	<p>(a) The Borrowers shall have obtained necessary approvals/ NOCs from statutory and other authorities required to commence / implementation of the Project Esquire.</p> <p>(b) The Borrower shall have obtained all the consents and approvals and issued all notices to lawfully enter into the facility documents, create and perfect the security.</p> <p>(c) Security as per above mentioned timelines.</p> <p>(d) The Lender's officer(s)/representative(s) shall have carried out an inspection of the Project. The cost of such inspection shall be borne by the Borrower(s).</p> <p>(e) The Borrower shall provide evidence that all fees have been paid.</p> <p>(f) The Borrower shall have opened, established and funded the ISRA.</p> <p>(g) Delivery of the following items to the Lender in the form and substance satisfactory to the Lender:</p> <p>i. Post-dated cheques drawn in favour of the Lender for principal repayment and 1st interest payment instalment</p> <p>ii. Title search report and title clearance in respect of the properties to be mortgaged (clearing mentioning that the mortgaged properties are clear and marketable and free from all encumbrances) from the empaneled legal counsels of the Lender to the satisfaction of the Lender.</p> <p>iii. ROC and CERSAI report</p>	

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	<p>iv. 2 (Two) valuation report from two independent valuers empaneled with the Lender for the properties to be mortgaged.</p> <p>v. A certified true copy of each insurance policy in respect of the properties to be mortgaged, if applicable.</p> <p>vi. A certified true copy of the consent from the income tax authorities under Section 281 of the Income-tax Act, 1961 for the creation of a security;</p> <p>Or</p> <p>A declaration/certificate from the independent Chartered Accountant confirming/certifying that the provisions of Section 281 of the Income- tax, Act 1961 are not applicable</p> <p>vii. A certificate from the authorized signatories of the Borrower certifying that no default/event of default has occurred and is continuing for / under any debt/ facilities of the Borrower.</p> <p>viii. Certified true copies of all applicable KYC documents of the Borrower and the Promoters.</p> <p>ix. A certified copy of constitutional documents of the Borrower.</p> <p>x. A certified copy of a resolution of the board or, if applicable, a committee of the board of directors of the Borrower.</p> <p>xi. A photo and specimen of the signature of each person authorised by the aforesaid board resolution / resolution by committee of directors.</p> <p>xii. A certified copy of the resolution of the shareholders of the Borrower passed in general meeting under and in accordance with Section 180(1)(c) of the Companies Act, 2013 approving the borrowing limit of the Borrower, if applicable.</p> <p>xiii. A certified copy of the resolution passed at a general meeting of the shareholders of Borrower, under, and in accordance with, Section 180(1)(a) of the Companies Act, 2013, if applicable, approving the security created or intended to be created by the Borrower, as the case may be.</p> <p>xiv. A certified copy of the special resolution passed at the meeting of the shareholders of the relevant Obligor in accordance with Section 185 and 186 of the Companies Act 2013 approving the providing of security and/or issuance of guarantee(s), as the case may be, by the Board of Directors; if applicable.</p> <p>xv. A certificate from the Chartered Accountant or Company Secretary for compliance or non-applicability of the requirements under</p>
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	<p>Section 180(1) (a) and (c) of Companies Act 2013, if applicable.</p> <p>xvi. A certificate from the Chartered Accountant or Company Secretary for compliance or non-applicability of the requirements under Section 185 and 186 of Companies Act 2013, if applicable.</p> <p>xvii. A copy of the most recent audited consolidated and unconsolidated annual financial statements of the Borrower.</p> <p>xviii. A copy of the most recent audited financial statements and net worth certificate of the Personal Guarantor(s).</p> <p>xix. Duly stamped and executed demand promissory note and facility documents.</p> <p>xx. Any other document / evidence / proof / certificate that the Lender may require.</p> <p>xxi. Borrower to undertake that all proceeds to be credited directly in Escrow account</p> <p>xxii. Lender/ Investor's officer(s)/representative(s) shall have carried out an inspection of the Project(s) of the Borrower(s). The cost of such inspection shall be borne by the Borrower(s).</p> <p>xxiii. The Borrower shall have furnished the detailed Sales MIS; as on date of proposed drawdown, duly signed off by itself and confirmed in the upfront Valuation report confirming the extent of security package. This shall be used to derive the extent of actual financing.</p> <p>xxiv. Any other conditions, as may be stipulated by AFL's approving authority.</p>
Conditions Subsequent	<p>(a) The Borrower to create mortgage/hypothecation, basis timelines mentioned in Security section.</p> <p>(b) Esquire Project launch before 31st August 2021.</p> <p>(c) The Borrower shall provide to the Lender, end use certificate (in the form, manner and substance acceptable to / prescribed by the Lender) within 30 (Thirty) days of each drawdown under the Facility. The certificate shall be issued by the MD/CEO/CFO/Director/Partner of the Borrower and a practicing & independent Chartered Accountant.</p> <p>(d) The Borrower shall furnish to the Lender with the position vis-à-vis the outstanding statutory obligations such as income tax, payment of provident fund, additional emoluments (compulsory deposit), gratuity, electricity dues etc. as and when demanded by the Lender(s) with reasons, if any, for increase from the earlier communicated month and the proposed plan of payments thereof annually, as part of the annual report.</p>

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	<p>(e) The Borrower shall submit (annual basis) one (1) valuation report for the properties to be mortgaged from the valuer(s) empaneled with the Lender at the end of each year or such other frequency as the Lender may require from time to time at the cost of the Borrower. The Lender reserves the right for more frequent valuations/valuation reports at the cost of the Borrower.</p> <p>(f) The Borrower shall have furnished a certificate issued by a Chartered Accountant certifying that there are no pending demands/claims issued by the Income Tax Authorities on the Borrower(s), to the satisfaction of AFL - within 60 days of first disbursement</p> <p>or</p> <p>or consent from Income Tax authorities, if applicable - within 60 days of first disbursement</p> <p>(g) The Borrower shall have furnished, a certified true copy of each insurance policy with regard to the Property in form and substance satisfactory to the Lender, if applicable.</p> <p>(h) The Borrower should inform the Lender in case of time overrun of more than three months or cost overrun of more than 10%, whichever is lower, together with the action plan for correction the Project</p>
Information Undertaking	<p>The Borrower shall supply each of the following to the Lender:</p> <p>(a) Provisional financials for (each financial year) within 120 days from the year- end and audited financials of the Borrower within 180 days from the end of each financial year.</p> <p>(b) Unhedged Foreign Currency Exposure self-certified on a quarterly basis and certified by a Chartered Accountant on an annual basis.</p> <p>(c) Statement of loans and advances availed by the Borrower(s) to be provided on an annual basis, within 60 days after the end of the financial year.</p> <p>(d) All material documents dispatched by the Borrower to its partners generally (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched.</p> <p>(e) Promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current or pending against the Borrower, and which might, if adversely determined, have an Adverse Effect.</p> <p>(f) Promptly, such further information regarding the financial condition, business and operations of the Borrower as the Lender may reasonably request.</p>

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	<p>(g) Promptly, notice of any change in authorized signatories of the Borrower signed by a director/Partner or company secretary of the Borrower accompanied by specimen signatures of any new authorized signatories.</p> <p>(i) Notification of default.</p> <p>(j) Such other information regarding the financial condition, business and operations of the [Borrower/ relevant Obligor].</p> <p>(k) Notice of change in authorized signatories.</p> <p>(l) All documents and other evidence reasonably requested by the Lender to carry out and be satisfied with all necessary "know your customer" or other checks.</p>
Promoter / Partner Undertaking	<p>Promoter(s) to provide an undertaking as follows:</p> <p>(a) Non-disposal Undertaking (NDU) on their partnership in the Borrowing entity from the Promoters/entities.</p> <p>(b) Shortfall undertaking from promoters/ entity to infuse funds into the borrowing entity to the extent of shortfall related to debt payments and amount required for project completion. All such infusion shall be subordinated to the exposure of the lender.</p> <p>(c) The Promoters shall directly or indirectly continue to hold, retain and exercise control (including management control) in/over the Borrower at all times during the tenor/currency of the Facility;</p> <p>(d) There shall be no change in the present or future partnership of the Promoters in the Borrower, except with prior written consent of the Lender.</p> <p>(e) The Promoters shall not pledge or create any Security Interest over any partnership held by the Promoters in the Borrower, except with prior written consent of the Lender.</p> <p>(f) All Promoters' / Shareholders' / group companies' / associate companies' present and future contribution, loan, advances, debentures, redeemable preference shares and equity (present and future and including principal, dividend and interest) to/in the Borrower shall be subordinated to the Facility in all respects (including but not limited to repayment, redemption, principal, dividend, interest and security) and shall not be paid, repaid, redeemed, enforced without prior written consent of the Lender.</p>
Covenants and Undertakings	<p>(a) Except with prior written consent of the Lender, the Borrower shall not:</p> <p>(i) deal with or dispose of any interest in the assets/properties provided as a security for the Facility;</p> <p>(ii) create or permit to exist directly or indirectly, any security interest, mortgage, charge, lien, pledge, hypothecation or any</p>

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	<p>other encumbrances on / over the assets/properties provided as a security for the Facility;</p> <p>(iii) sell, transfer, lease, sub-lease, license, hypothecate, charge, assign, mortgage or otherwise dispose, encumber, transfer or create any security interest, third party right, title or interest (including but not limited to any transfer of development rights, TDR, floor space index and / or other right, title or interest in respect of / relation to the secured assets) over assets/properties provided as a security for the Facility or any part thereof, and shall ensure that the same are free from all encumbrances;</p> <p>(iv) dispose of all or any part of its assets or make any acquisition or investment except where made in the ordinary course and if it takes any outside borrowings for the same;</p> <p>(v) formulate or enter into any scheme of expansion, acquisition, merger, de-merger, amalgamation, compromise, consolidation, reconstruction, re-organisation, winding up, insolvency/bankruptcy;</p> <p>(vi) make or permit any change in its constitution or ownership or partnership or the management or directors or control;</p> <p>(vii) make any change to the general nature of its business from that carried on at the date hereof;</p> <p>(viii) make any change / amendments to / in its constitutional documents;</p> <p>(ix) undertake any expansion or fresh project or acquire fixed assets, while normal (regular & major maintenance) capital expenditure, e.g., replacement or refurbishment can be incurred/undertaken and if it takes any outside borrowings for the same, save and except as may be required in normal course of business;</p> <p>(x) undertake any guarantee obligations on behalf of any of its subsidiaries / any person;</p> <p>(xi) invest by way of share capital in or lend or advance to or place deposits with any other concern, save and except as may be required in normal course of business;</p> <p>(xii) enter into transactions between/with related parties/affiliates except when conducted at arm's length and/or in normal course of business.</p> <p>(b) All Promoter's / Sponsor's shareholders' / group companies' / associate companies' present and future contribution, loan, advances, debentures, redeemable preference shares and equity (present and future and including principal, dividend and interest) to/in the Borrower shall be subordinated to the Facility in all respects (including but not limited to repayment, redemption, principal, dividend, interest and security) and shall not be paid, repaid, redeemed, enforced without prior written consent of the Lender.</p> <p>(c) The Borrower shall allow the representative(s) and/or nominee(s) and/or agent(s) / advisors of the Lender to enter into the premises of</p>
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	<p>the Borrower in order to inspect the assets/properties provided as security, property, books of account and other relevant accounts, documents and records of the assets/properties provided as security. The Borrower shall promptly repay the Lender all costs and expenses incurred in respect of such inspection. The inspection of the assets/properties provided as security shall be carried out at such frequency / intervals as decided by the Lender.</p> <p>(d) The Borrower shall at its own cost and expense keep all the assets/properties provided as security which have been provided to the Lender as security fully insured against such risks, and for such amount(s) and for such period and in such form(s) as the Lender may from time to time require, either in the joint names of the Lender and the Borrower /Security Provider or with the Lender named as first loss payee therein, with such reputable insurer(s) as the Lender shall approve in writing. The Borrower / Security Provider shall deposit with the Lender all such insurances along with any cover notes and receipts evidencing payment of premia, etc.</p> <p>(e) The Lender shall have the right to appoint qualified accountants / technical experts / management consultants of its choice to examine at any time, the books of accounts, facilities and operations of the Borrower or to carry out a full concurrent/audit. The cost of such inspection shall be borne by the Borrower.</p> <p>(f) The Lender may, at its discretion, obtain a confidential credit report on the Borrower from its other lenders.</p>
Regulatory declarations and Undertakings	<p>(a) The Facility shall be utilised for the purpose for which it is sanctioned and it should not be utilised for:</p> <ul style="list-style-type: none"> (i) Purchase of Land (ii) Any speculative purposes or (iii) Other activities/end use prohibited by RBI or any other regulator of the Lender/ Investor. <p>(b) The Borrower(s) should not, in its Partnership, induct a person who is a Director on the Board of a company which has been identified as a wilful defaulter.</p> <p>(c) The Borrower has complied with and shall continue to comply with all applicable laws and regulations, including without limitation, rules and regulations under the National Building Code of India of Bureau of Indian Standards and the National Disaster Management Act (NDMA) guidelines (as may be amended, modified, supplemented or substituted from time to time).</p> <p>(d) The Borrower(s) shall be deemed to have given its express consent to the Lender/ Investor(s) to when specifically and legally required disclose the information and data furnished by them to the Lender/ Investor(s) and also those regarding the credit facility/ies enjoyed by the Borrower(s), and conduct of accounts the TransUnion CIBIL Limited ("CIBIL"), or Reserve Bank</p>

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	<p>of India (RBI) or any other agencies specified by RBI who are authorised to seek and publish information.</p> <p>During the continuation of the Facility, the Borrower shall not without the prior consent of the Lender:</p> <ul style="list-style-type: none"> • Restriction on transactions between related parties/affiliates except when conducted at arm's length and/or in normal course of business • No disposal of assets by the Borrower provided as security for the Facility
Events of Default	<p>The facility agreement will contain events of default in respect of the Borrower, which are customary for the facility and transactions of this nature including but not limited to:</p> <p>(a) Non-payment The Borrower fails to pay any amounts due under/in relation to the Facility as and when it becomes due.</p> <p>(b) Misrepresentation Any representation, warranty, statement, information or covenants made or given by Borrower in any of the facility documents or in any notice or other document, certificate or statement delivered or to be delivered by it / them pursuant to the facility documents or in connection herewith is or proves to have been incorrect or misleading in any respect when made.</p> <p>(c) Breach (i) The Borrower fails to observe or comply with or does not comply with any of its obligations or undertakings or covenants, or any of the terms, conditions, provisions, etc, of the Facility / any facility documents. (ii) The Borrower commits any breach of any covenant, warranty, representation, undertakings or other obligation under the Facility /any facility documents.</p> <p>(d) Modification or revocation of Authorisations (i) Any of the authorizations referred to as a requirement for the drawdown of the Facility or for the ability of the Borrower to perform its / their obligations under the facility documents is modified in a manner unacceptable to the Lender or is not granted or shall be wholly or partly revoked, withdrawn, suspended or terminated or shall expire and not be renewed or shall otherwise fail to remain in full force and effect. (ii) Invalidation/ revocation of the operating licenses/regulatory/statutory clearances and/or authorisations in relation to the Project (or part thereof) and/or the Borrower.</p> <p>(e) Insolvency (i) The Borrower is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.</p>

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(ii) The Borrower commits any act of bankruptcy, insolvency, liquidation, suspends payment to any of its creditors, or if any petition of or application or process of/for bankruptcy or insolvency (including corporate insolvency resolution) or liquidation or winding up is filed / initiated by or against or in respect of Borrower (as applicable).

(f) Insolvency Proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, insolvency resolution process, liquidation provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of Borrower;
- (ii) a composition, assignment or arrangement with any creditor of any Obligor or an assignment for the benefit of creditors generally of the Borrower or a class of such creditors;
- (iii) the appointment of a liquidator, insolvency professional under the insolvency laws, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or custodian any other similar officer in respect of Borrower or any of its / their assets has been appointed or allowed to be appointed of all or any part of the assets of Borrower or if an attachment, distress, charging order, garnishee order, execution distress or other process has been levied on the assets of Borrower or any part thereof or proceedings have been taken or commenced for recovery of any dues from Borrower or if one or more judgements or decrees have been rendered or entered against Borrower; or
- (iv) enforcement of any security over any assets of any Borrower, or any analogous procedure or step is taken in any jurisdiction.

(g) Adverse Effect

There occurs any event or situation which has or might have an Adverse Effect.

(h) Cross Default

- (i) Any financial indebtedness of Borrower and/or any of the Borrower's Subsidiaries is not paid when due nor within any originally applicable grace period;
- (ii) Any financial indebtedness of Borrower and/or any of the Borrower's Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default, any actual default or any similar event (however described);
- (iii) Any commitment for any financial indebtedness of Borrower and/or any of Borrower's Subsidiaries is cancelled or suspended by a creditor of the Borrower or of any of the Borrower's Subsidiaries as a result of an event of default, any actual default or any similar event (however described);
- (iv) Any creditor of Borrower and/or any of the Borrower's Subsidiaries become entitled to declare any financial indebtedness of Borrower

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	<p>and/or any of the Borrower's Subsidiaries due and payable prior to its specified maturity as a result of an event of default (however described);</p> <p>(v) A moratorium/suspension is declared in respect of any financial indebtedness of Borrower.</p> <p>(vi) If there is any event of default or a potential event of default (however described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments (i) relating to any debt; (ii) entered between (a) the Lender and Borrower, or (b) the Lender and Borrower or any of its Affiliates; or (c) Borrower and any of its lenders; or (d) Borrower or its Affiliates with any of their lenders.</p> <p>(i) Creditors' process Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of Borrower.</p> <p>(j) Unlawfulness / Repudiation</p> <p>(i) It is or becomes unlawful for Borrower to perform any of its obligations under the facility documents; or</p> <p>(ii) The facility documents or any provision thereof are required by any law to be amended, waived or repudiated; or</p> <p>(iii) Any obligation under the finance documents is not or ceases to be a valid and binding obligation of any person party to it or becomes void, illegal, unenforceable or is repudiated by such person (other than the Lender); or</p> <p>(iv) If Borrower repudiates any facility document or evidences an intention to repudiate any facility document.</p> <p>(k) Security</p> <p>(i) If any Borrower fails or neglects to create or perfect the security in accordance with the facility documents.</p> <p>(ii) Any security document/security ceases to be in full force and effect or does not (once entered into) create in favour of the Lender, the Security which it is expressed to create, with the ranking and priority it is expressed to have.</p> <p>(l) Security in Jeopardy</p> <p>(i) If, in the opinion of the Lender, the security/any secured asset is in jeopardy, under threat or ceases to have effect.</p> <p>(ii) If there is any seizure, compulsory acquisition, nationalization, intervention, restriction or expropriation of/on any of the secured assets.</p> <p>(iii) If there is any deterioration or impairment of any securities / secured assets or any part thereof or any decline or depreciation in the value thereof (whether actual or reasonably anticipated), which causes the securities / Secured Assets or any part thereof, in the judgment of the Lender to become unsatisfactory as to character or value.</p> <p>(m) Change of Control If there is any change of Control (including the management control) or ownership or partnership of Borrower.</p>
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	<p>(n) Expropriation/Compulsory Acquisition Any Authority takes any step to expropriate, nationalise or compulsorily acquire all or a substantial part of assets or share capital of Borrower.</p> <p>(o) Litigations If any litigation, arbitration, process, investigative, regulatory or administrative proceeding / action or insolvency process is current, pending or any other event occurs, which the Lender determines in its absolute discretion has (or might, if adversely determined, have) an Adverse Effect.</p> <p>(p) Cessation of Business / Abandonment (i) Borrower ceases or threatens to cease carrying on its business. (ii) Abandonment of the Project or any part thereof by the Borrower.</p> <p>(q) Analogous Events If any other events comparable or analogous to any events specified above shall happen in relation to Borrower in any jurisdiction in which Borrower is incorporated, organised, domiciled or resident (as the case may be) or carries on business or has assets or liabilities.</p> <p>(r) If Borrower commits any default in honouring its financing obligations under any other facility granted by Lender or by any other bank/financial institution to Borrower.</p> <p>(s) Borrower fails to comply with or pay any sum due under any final judgment or any final order made or given by a court of competent jurisdiction.</p> <p>(t) Any other act or omission or event, which in the reasonable opinion of the Lender jeopardises the interest, rights, remedies of the Lender under the facility documents.</p> <p>(u) To the extent that security / guarantee / indemnity / declaration / undertaking has been/is provided by any person other than Borrower in connection with the Facility, any of the events set out above occur in relation to such third party.</p>
Consequences of Event of Default	<p>Without prejudice to or affecting or diluting the rights of the Lender under the facility documents, if any Event of Default occurs or is outstanding, the Lender may at any time with immediate effect:</p> <ul style="list-style-type: none"> (a) cancel the Facility, whereupon no further utilisation may be made of the Facility; and/or (b) declare all outstanding amounts / monies / amounts due, owing or outstanding (whether or not then otherwise due) under the Facility as being immediately due and payable or otherwise payable on demand; and/or (c) enforce the security / security interest; and/or (d) exercise all rights and remedies available to the Lender under facility documents /law.

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Material Adverse Effect	<p>(i) An adverse effect in the sole opinion of the Lender on:</p> <ul style="list-style-type: none"> (a) the condition (financial or otherwise), assets, properties, operations, credit rating, prospects or business of Borrower; (b) the condition (financial or otherwise), constructions, completion, operation, sale, leasing, business, revenues, prospects, etc. of the Project in any manner whatsoever; (c) the ability of Borrower to perform its / their respective obligations under the respective facility documents; (d) the validity, legality or enforceability of, or the rights or remedies of the Lender under any facility documents; or (e) the validity, legality or enforceability of any facility documents or any security interest created / to be created in respect of the Facility / under any facility documents or on the priority or ranking of such security interest. <p>(ii) Any pending litigation, investigation or proceeding that may have an adverse effect on the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower/Project or that purports to affect the Facility or the transactions contemplated thereby.</p>
Representation and Warranties	<p>The Borrower will make representations and warranties customary for a facility of this nature. The obligations of the Lender in relation to each drawing will be subject to those representations and warranties, which are repeated, remaining true and accurate as at the date of the disbursement request and on the first day of each interest period. Representations and warranties will include, but will not be limited to:</p> <ul style="list-style-type: none"> • Status • Binding Obligations • Non-conflict with other obligations • Power and Authority • Validity and admissibility in evidence • Governing law and enforcement • No filing or stamp taxes • Deduction of Tax • No default • Security • No proceeding pending or threatened having Adverse Effect • No Insolvency • Legal and beneficial ownership of Secured Asset • Compliance with laws • Correct Information • Regulatory representations/declarations • Additional Representations and Warranties <p>If there is any change in the above representation/warranties during the tenor of the facility, Borrower to inform the Lender immediately upon occurrence of such a change.</p>

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Costs & Expenses	All costs and expenses (including legal fees and stamp duty costs) incurred by the Lender in connection with the preparation, execution, performance and enforcement of the finance documents and any other document as may be required, and all taxes thereon, shall be paid by the Borrower(s).
Assignment and Transfers	<p>The Borrower is not entitled to assign, transfer or novate any of its rights and obligations under the Facility or any facility documents without the prior written consent of the Lender.</p> <p>The Lender may at any time, with prior intimation to the borrower, assign or transfer or novate any of its rights and obligations (in full or in part) under the Facility or any facility documents to any other person (including its subsidiary, holding or associate company), without any consent of or notice to the Borrower. Further, the Lender may change its lending office without any consent of or any notice to the Borrower.</p>
Governing Law and Jurisdiction	The finance documents shall be governed by Indian law with exclusive jurisdiction to courts and tribunals in Maharashtra.
Miscellaneous Provisions	The facility agreement and other financing / security documents (to the extent applicable) will contain provisions relating to, among other things, representations and warranties, default interest, tax gross-up, indemnities, increased costs, set-off, disclosure, consequences of events of default.

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