SME 1

LETTER OF ARRANGEMENT

Sr. No-2

No. SME/NSP/RMSME/08/2023-24/

To,

M/s Mapsko Builders Private Limited Date: 20.11.2023
6th Floor, Baani The Address No.1 Golf Course Road, Sector-56
Gurugram HR 122011
(Borrower's name & address)

Sh. Pankaj Singla S/o Sh. Prem Singla
A – 31, Rose Wood City, Sector 49, Gurgaon, Haryana 122018
Sh. Krishan Singla S/o Sh. Vilayati Ram
MG 219, The Mangolias, Golf Course, Sector – 42 Gurgaon Haryana – 122009
Sh. Sahil Singla S/o Sh. Om Prakash Singla
Ho. No 21, Birch Court, Nirvana Coutry, Sector 50, Gurgaon Haryana – 122018
Sh. Mohit Singla S/o Sh. Sohan Lal Singla
A – 42, Rose Wood City, Sector 49, Gurgaon, Haryana - 122018

(Guarantors)

Dear Sir,

ADVANCES TO SME SEGMENT
SANCTION OF CREDIT FACILITIES

With reference to your application dated requesting us for sanction / renewal of Working Capital Limits and / or Term Loan Limits at existing / enhanced levels and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfilment of the Terms and Conditions detailed in Annexures A to H:

SN	FACILITY	LIMIT (Rs in Crs)
A] FUND BASED LIMITS:		
A	Project Specific Term Loan of Rs.40.00 Crore with a door to door tenor of 48 months including a moratorium period of 24 months for project "Mapsko The ICON-79, Sector 79, Gurugram" under Builder Finance for Residential Housing Project Scheme.	40.00
B	Dropline OD limit under ABL scheme	8.50
C	Bank Guarantee	40.00
Total of Fund Based Limits		**88.50**
B] NON-FUND BASED LIMITS:		
A	Letter of Credit	0.00
B	Bank Guarantee	0.00
Total of Non-Fund Based Limits		**0.00**
TOTAL LIMITS		**88.50**

Above facility has been sanctioned to you subject to following terms & conditions:

1. DSRA equivalent to 3 months interest and instalment to be built up before full disbursement during moratorium period and before commencement of instalment.
2. RERA account for the project to be opened with SBI prior to disbursement as per extant guidelines.
3. Current Account(s) maintained with non-lender Bank(s), including that with ICICI Bank, to be closed prior to disbursement.
4. Fresh ECR from one of the Accredited Agencies to be obtained covering separately the long-term and short-term exposures from the Banking system on or before

MAPSKO BUILDERS PVT. LTD. GURUGRAM

5. The disbursement will be linked to the stage of construction as per cash budget submitted. Any shortfall to be brought in upfront by the promoters.
6. Company to undertake to route atleast 50% housing loan business to State Bank of India and State Bank of India will have "Right of first refusal" over housing loan business.
7. NOC will issued proportionately with respect to customer advance received in designated Escrow account.
8. Current account/RERA account with other banks to be closed.
9. No interest to be paid on Unsecured loans and unsecured loan not to be withdrawn during the currency of bank's term loan and to be subordinated to bank's loan.
10. Adequate insurance of the project (Contractors All Risk Policy) and constructed collateral securities to be ensured at all times during the currency of bank loan.
11. Builder company to ensure full compliance of State RERA guidelines and ensure to update periodical progress of the project with RERA
12. Any cost overrun in the project is to be borne by the promoters.
13. Quarterly cash budget along with CA and Architect's certificate to be submitted to the branch before 20th of the succeeding month. Also monthly progress report of the project to be submitted before 20th of succeeding month.
14. Payment to be received by the builder from buyers of flat in the project will be by way to cheque drawn in favour of "SBI SME Branch, Netaji Subhash Place A/C Mapsko Builders Private Limited of project Mapsko The ICON-79".
15. Company to provide bank with negative lien on the unsold inventory of the project "Mapsko The ICON-79".
16. Bank's shall have the right to Step-In or sell the stock(inventory) of the project at discounted prices at specified events (in case of default or overdue for maximum 60 days).
17. Inspection should be carried out at monthly intervals till completion of project and later on quarterly intervals.
18. Company shall deal under sole banking arrangement for the project and shall not raise any advance from other bank's/FI's without bank's knowledge.
19. Company shall not open operate any current account with any other bank. Opening of any current account will be treated as Wilful Default by the company.
20. RERA account to be opened with us and entire cash flow of the project to be routed through this account only.
21. The borrower shall not withdraw the capital without prior approval from the Bank.
22. Disbursement of the loan will be strictly in conformity with the Cash Budget/progress of the project and any shortfall in the expected advances from prospective clients is to be met by way of additional Promoters' contribution.
23. The Unit shall quarterly submit cash budget, monthly progress report along with Architects Certificate evidencing the stage of construction and Chartered Accountants certificate for cost of project and means of finance.
24. Interest to be paid as and when applied.
25. A board displaying Bank charges should be prominently affixed at the project site.
26. Company to publish name of bank and our bank's escrow account number maintained at SBI SME branch, Netaji Subhash Place, Delhi for receipt of funds from customers in form of advance or sale proceeds.

We are forwarding this letter in duplicate along with Annexures A to H and shall be glad if you return to us the originals duly signed by you and the guarantors in token of having accepted the Terms and Conditions, below the words "We Accept" appearing at the end of the Annexures and retain the duplicate thereof for your record.

Thereafter, you may call on us with the guarantors, preferably with prior appointment, to execute the documents in this regard.

Assuring you of our best services at all times.

Yours faithfully,

Branch Manager

Encl.: Terms and Conditions – Annexures A to H

TERMS AND CONDITIONS

ANNEXURE A

1) **SECURITY:**

FACILITY, LIMIT & PURPOSE: Project Specific Term Loan of Rs.40.00 Crore with a door to door tenor of 48 months including a moratorium period of 24 for project "Mapsko The ICON-79" under Builder Finance for Residential Housing Project Scheme situated at 7

PRIMARY SECURITY FOR TERM LOAN OF RS 40 CRORE:

Details of Security	Type of Charge
i) All that piece and parcel of land and construction thereon situated at Mapsko The ICON-79, Land Measuring 130 kanal and 19 marla i.e. 16.369 acres comprised in rectangle No. 37, Killa Nos 7 Min(7-6), 8/1/1(0-16), 8/2(5-2), 11 min(1-7) 12 Min(4-1), 13/1(6-16), 13/2(0-16), 14/1(5-8), 18(7-4), 19(7-11), 20/1(3-16), 21/2(4-0), 22(8-0), 23/1(6-7), 23/2(1-5), 27(0-9), rectangle no. 48, Killa Nos. 1/1(6-3), ½(1-5), 1/3(0-12), 2(6-16), 3/1(0-17), 32(6-15), 8(7-12), 10/1(5-12), 10/2(2-8), 11(7-11), 13(7-12) situated in the revenues estate of village Naurangpur, Tehsil Manesar and District Gurugram, Haryana, which is bounded as under: North: road and 3.35 mts wide revenue rasta. South: 3.35 Mts. Wide revenue rasta East: Other's property West: 3.35 Mts wide revenue rasta standing in the name of Mapsko Builders Private Limited (project land and construction thereon).	**Equitable Mortgage**
ii) Hypothecation of entire goods movables and other assets, present and future, including documents of title to goods and other assets such as book-debts, outstanding moneys, receivables, claims, bills, invoices, documents, contracts, engagements, securities, investments and rights and all machinery, present and future, from project "**MAPSKO THE ICON-79**" situated at Sector 79, Gurugram, Haryana.	**Hypothecation**
iii) Negative lien on unsold flats of the project ""**MAPSKO THE ICON-79**"" situated at Sector 79, Gurugram, Haryana under Builder Finance for Residential Housing Project Scheme.	**Negative Lien**

SECURITY FOR DROPLINE OD OF RS 8.50 CR AND BG LIMIT OF RS 40 CR

LIMIT	PRIMARY SECURITY	COLLATERAL SECURITY- IMMOVABLE PROPERTY
FUND BASED: Dropline OD: Rs 8.50 cr	**Asset Backed Loan (Dropline Over Draft):** Nil	1 Equitable Mortgage of property Bearing Shop No.601-608, 6th Floor situated in commercial building known as Baani Sector 56, village Ghata, Tehsil Sohna District Gurgaon Haryana, area measuring 1086.96 Sq. Mtrs. In the name of M/s Mapsko Builders Private Limited.
Non Fund Based: BG Rs 40 cr	**Bank Guarantee:** 10% Cash margin	1. Equitable Mortgage of property Bearing Shop No. G-18, GF Situated as Krishna Apra Business Square, Plot No D-4,5&6, Wazirpur District centre, Netaji Subhash Place Pitampura Delhi 110034 area measuring 327.50 Sq. ft. in the name of M/s Mapsko Builders Private Limited. 2. Equitable Mortgage of property Bearing Shop No. G-21, GF Situated as Krishna Apra Business Square, Plot No D-4,5&6, Wazirpur District centre, Netaji Subhash Place Pitampura Delhi 110034 area measuring 670.50 Sq. ft. in the name of M/s Mapsko Builders Private Limited

MAPSKO BUILDERS PVT. LTD. GURUGRAM

		3 Equitable Mortgage of property Bearing Plot no. 31, Block A residential colony known as Rosewood city, village Ghasola, Badshahpur, Tehsil & District Gurgaon Haryana, area measuring 974.34 Sq. Yds. In the name of Sh. Pankaj Singla S/o Sh. Prem Singla. 4 Equitable Mortagage of property Bearing Plot no. 42, Block A residential colony known as Rosewood city, village Ghasola, Badshahpur, Tehsil & District Gurgaon Haryana, area measuring 964.83 Sq. Yds. In the name of Sh. Mohit Singla S/o Sh. Sohan Lal Singla and Smt. Shashi Singla W/o Sh. Sohan Lal Singla.

PERSONAL GUARANTEE FOR TOTAL CREDIT FACILITIES OF RS 88.50 CRORE:

1.Sh. Pankaj Singla S/o Sh. Prem Singla
2.Sh. Krishan Singla S/o Sh. Vilayati Ram
3.Sh. Sahil Singla S/o Sh. Om Prakash Singla
4.Sh. Mohit Singla S/o Sh. Sohan Lal Singla

CORPORATE GUARANTEE: N.A.

PERIOD OF ADVANCE & REPAYMENT TERMS:

Term Loan Limit: Repayment is due as per the repayment schedule on or before the last date of each quarter. The Limits of Rs. 40.00 Crores which has been sanctioned on 06.11.2023 is available for 48 months including a moratorium of 24 months from the date of first disbursement, subject to review, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.

Tentative Disbursement Schedule: (Amt in Rs Crores)

Period	Disbursement	Cumulative Disbursement
Oct 2023 to March 2024	16.00	16.00
April-June 2024	4.00	20.00
July –Sept 2024	4.00	24.00
Oct-Dec' 2024	4.00	28.00
Jan-Mar'2025	4.00	32.00
Apr-June'2025	4.00	36.00
July-Sept'2025	4.00	40.00

***The disbursement will be made after taking on record CA certificate for cost incurred till date, cash budget for expenses to be incurred, upfront promoter's contribution and progress report/ architect certificate of the project.**

Loan Repayment schedule will be repaid as under:

Month from the date of first disbursement	Expected Month ending	Reduction of Drawing Power (Rs. Crs)	Drawing Power (Rs. Crs)
Upto Sep 2025	Upto Sep 2025	Moratorium	40.00
25th to 48th Month	Oct-2027	40.00	0.00

* Instalment to be due on or before the last date of each month. Monthly installment of Rs 1,66,66,667/- plus Interest applied therein.
Interest to be paid as and when applied

Others: Interest shall be payable on the outstanding in the loan accounts computed on daily balances basis duly compounded and debited to the accounts at monthly rests on the last working day of every month, in accordance with the accounting practices of the Bank from time to time.

2) RATE OF INTEREST:

Term Loan Limit: Interest at **3.75%** above 6 Months MCLR (**Present 6M MCLR = 8.45%**) **Present effective rate: 12.20% p.a.** wherever expedient, interest rate is directly linked to the Credit Risk Assessment of the borrower.(Presently SB-8 based on ABS 31.03.2023)

MCLR will be reset at as per RBI's direction.

Accrued but unapplied interest, if any, shall be governed by RBI's directives on IRAC norms.

Interest rates on facilities extended in foreign currency shall be linked to LIBOR rates.

Enhanced Interest:

i) Enhanced rate of interest at 1% cumulatively subject to a maximum of 2% will be charged for the period of delay in respect of:
   a) Delayed/non-submission of financial data required for review / renewal of limits.
   b) Delayed/non-submission of annual financial statements.
   c) Delayed/non-submission of stock statements/other quarterly data.

ii) Enhanced rate will be charged on the excess drawings in case any irregularity / breach is continuously less than 60 days, and if it exceeds beyond 60 days, on the entire outstanding's from the date of irregularity / breach. Enhanced interest will be compounded monthly.

iii) The Bank shall also be entitled to charge at its discretion, enhanced interest rates on the accounts either on the entire outstanding's or on a portion thereof, for any irregularity including non-observance or non-compliance of the Terms and Conditions of the advances, for such period as the Bank deems it necessary.

3) **MARGINS:** **42.74%** of Project Gap.

4) **TENOR / RETENTION PERIOD OF BILLS:** NA

5) **CREDIT GUARANTEE COVER:** NA

6) **INSURANCE:** All the assets charged to the bank should always be fully insured by the Borrower against fire, lightning, riots, strikes, floods, cyclones, earthquakes, civil commotion, and other natural calamities, etc., with a company approved by the Bank in the joint names of the Bank and yourselves, at your cost for full market value or Bank's interest, whichever is higher. The policies / cover notes should be lodged with the Bank. The policies should be kept alive (current) during the currency of the advance. In the event of non-compliance, the Bank reserves the right (but not be bound to exercise) to take the insurance cover as required by the Bank by debit to your account. The machinery to be purchased out of the Term Loan, if any, to be insured for the full market value or original cost of the machinery, whichever is higher. Likewise, all the renewals of the policies should also be effected /done by the Borrower at all materials. **Borrower to obtain CONTRACTOR ALL RISK POLICY mandatorily for project, from SBI General Insurance company.**

7) **STOCK STATEMENTS:** Quarterly cash budget supported with CA's certificate and Architect's certificate to be submitted and disbursements shall be made accordingly.

8) **INSPECTIONS:** The Bank's officials / inspectors are to be permitted in the factory / business premises as and when required to inspect the stocks / books / equipment. Where the premises are leased / hired, necessary approvals to the effect from the Lessor, if any required, are to be obtained. All assistance to be extended to the Bank's officials in conducting and completing such inspections smoothly. Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. The cost of such inspections shall be borne by you.

9) **VALUATION OF INVENTORY:** Construction Cost to be vetted by Bank's empanelled Valuer.

ITEM	TO BE VALUED AT
Imported Raw Material	Landed cost (i.e., invoice value plus Customs Duty but excluding Sales Tax

MAPSKO BUILDERS PVT. LTD. GURUGRAM

Indigenous Raw Material, packing materials, consumable stores and spares	Invoice price or market price or Govt. controlled price, whichever is the lowest
Semi-Finished Goods and Finished Goods	Cost of Production or Selling Price or market price or Govt. controlled rates, whichever is the lowest

10) **SECURITY DOCUMENTS:** The following security documents shall be executed by you and the Guarantors:

Letter of Arrangement – SME-1

Agreement of Loan-cum-Hypothecation – SME-2

Guarantee Agreement – SME-3

Negative Lien & any other documents as may be required by the Bank

TERMS & CONDITIONS

ANNEXURE B

1) Disbursement will be made only after completion of security documentation and formalities in respect of mortgage creation / extension. In respect of companies, in addition to these two requirements, charge to be filed with the Registrar of Companies within the prescribed period for creating a charge in favour of the Bank.
2) Drawings in the account will be regulated on the basis of Drawing Power computed as per the quarterly cash budget of the project supported by CA and architect's certificate.
3) The Bank will have the right to examine at all times the Unit's books of account and to have the Unit's factories / offices / showrooms inspected from time to time by the officials of the Bank and / or qualified auditors and / or technical experts and / or management consultants or other persons of the Bank's choice.
4) The Unit should not be dissolved / reconstituted without obtaining Bank's prior approval in writing. Post-facto approval of reconstitution / dissolution will not be accorded nor shall the existing guarantors be released if the dissolution / reconstitution is effected without prior approval in writing.
5) The Unit should maintain adequate books and records which should correctly reflect their financial position and scope of operations and should submit at stipulated intervals such statements as may be prescribed by the Bank. The Unit should produce books of accounts for the inspection of Bank staff as and when called for.
6) The Unit should submit provisional financial statements within three months and audited financial statements within six months from the date of closure of the accounting year. The returns submitted to the Goods & Sales Tax and Income Tax authorities should also be submitted to the Bank.
7) The Unit should confine their entire business including foreign exchange business to us.
8) The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
9) The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.
10) In case the Unit fails to complete the formalities with regard to creation of a charge in favour of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstanding's or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.
11) The Unit should keep the Bank informed of the happening of any event likely to have a substantial effect on their profits or business and the remedial measures taken in this regard.
12) The Unit should keep the Bank informed of any circumstances adversely affecting the financial position of their sister / associate / family / subsidiary / group concerns in which it has invested, including any action taken by any creditor against the said Units legally or otherwise.
13) After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of instalments under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
14) The proprietor / partners / directors should not withdraw the profits earned in the business / capital invested in the business without meeting the instalment(s) payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.
15) All moneys raised by way of deposits from friends, relatives and / or from any other source should not be withdrawn / repaid during the currency of the Bank's advance. Suitable stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank.
16) The Bank's name board(s) should be displayed prominently or painted on the machines pledged / hypothecated to the Bank and / or in the premises where the machines are installed and a list of such assets should also be displayed in the Unit.
17) The Unit and other depositors of title deeds should possess a clear, absolute and marketable title to the properties proposed to be legally / equitably mortgaged in favour of the Bank to the satisfaction of the Bank's solicitors / advocates. Further, the said properties are to be revalued as and when required at your cost.

MAPSKO INDUSTRIES LTD. GURUGRAM

the advance should be borne by the Unit.

19) A charge of Rs NA /- will be levied per branch allocation in respect of limits allocated to other branches of the Bank.

20) In respect of creation / extension of Registered Mortgage in respect of property offered as collateral security to the Bank, a flat charge of **NA** will be levied.

21) Details of other charges: Excluding GST

Sl	Item	Charges (Excluding GST)	Applicable Charges
1	Loan Processing Charges	**Above Rs. 10 lac** 1.CRA SB 1 to SB 4 / CUE 1 to CUE 4: 0.35% of the loan amount Maximum of Rs. 15 Lac 2.CRA SB 5 to SB 7 / CUE 5 to CUE 7: 0.45% of the loan amount. Maximum of Rs. 20 Lac 3. CRA SB 8 to SB 10 and CUE 8 to CUE 10: 0.55% of the loan Amount. Maximum of Rs. 25 Lac CRA SB 11 and below and unrated / CUE 11 and below: 0.65% of the loan Amount. Maximum of Rs. 30 Lac	Not Applicable
2	Upfront Fee	**For all term loans other than Micro units:** 1.CRA SB 1 to SB 4 / CUE 1 to 4 - 1.00 % of the Loan amount 2.CRA SB 5 to SB 7/ CUE 5 to 7 - 1.20% of the loan amount 3.CRA SB 8 to SB 10 / CUE 8 to CUE 10 : 1.40 % of loan amount 4. CRA SB 11 and below and unrated / CUE 11 and below : 1.50% of loan amount	1.05% of the loan amount
3	Annual review charges for Term Loans	• Annual Review charges shall be applicable to standalone Term Loan reviews only and not applicable in cases where TL Review is part of regular review/ renewal of other credit facilities.	As applicable
4	Revalidation of Sanctions (WC & TL)	50.00 % of the applicable Processing charges/ Upfront fee charges. i. For Project Loans – 30% of the applicable Project Appraisal Fee ii. For all other Term Loans – 50% of the loan processing charges applicable to Working Capital Limits	As applicable
5	Pre-payment charges	a. There will be no prepayment charges if the principal is prepaid from the sales proceeds of the secured / mortgaged projects / properties and/or from the promoter's equity/contribution/own sources. b. No prepayment charges if repaid at the time of reset of interest. c. Amount prepaid from any other sources including takeover of account will attract charges of 2% on the principal prepaid.	As applicable
6	Commitment Charges:	If the average utilization is more than 60%: No charges If the average utilization is between 50-60%: 0.15% p.a. to be recovered on entire unutilized portion on a quarterly basis If the average utilization is less than 50%: 0.40% p.a. on entire unutilized portion on a quarterly basis. In case of Standby Line of Credit (WC) - (To be levied half yearly). If SLC is sanctioned for multiple purpose, it may be released in multiple tranches Nil (as the SLC is sanctioned to meet	As applicable

		unforeseen working capital needs)	
7	Change in Terms and Conditions / Change in Project/Items of Machinery	0.05% of the limit, minimum Rs. 3,000/- and maximum Rs. 2,00,000/- (applicable to other than PF&S SBU Proposals) 0.05% of the limits, minimum Rs. 1,000/- and maximum Rs. 5,00,000/- per proposal (applicable to PF&S SBU Proposals).	As Applicable
8	Irregularity in Cash Credit/Term Loan Account	2% per annum on the irregular portion for the period of irregularity. 5% per annum on the outstanding for the period of irregularity.	As applicable for term loan
9	Non-compliance with Financial Covenants	1.00 % p.a. on the entire Outstandings for the period of non-compliance.	As applicable
10	Non submission of Renewal Data, including Audited Balance Sheet	a) All loans upto Rs 10.00 lacs: NIL b) For limits above Rs 10.00 lacs and upto Rs 1.00 cr i. Non-submission of renewal data 30 days before the due date for renewal of limits: Flat Rs 5,000/- upto the due date of renewal & flat Rs 10,000/- pm there after till the date of submission. ii. Non submission of audited balance sheet within 6 months of the closure of the FY of the borrowing entity: • Delay of one month: NIL. • Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted. c) For the limits above Rs 1.00 cr: No change	As applicable
11	Non submission of Stock statements/Cash Flow in stipulated period	For limits above Rs 1.00 crore and up to Rs.50.00 Cr: - Flat Penal Interest of Rs.1000/- per day of delay.	As applicable
12	Non-submission/ delayed submission of FFRs on due date (For AA & better rated borrowers: Nil for delay upto 30 days, if delay is beyond 30 days, penal interest will be levied as stipulated)	0.02%	As applicable
13	Diversion of Funds (in Mandatory Negative covenants)	2% per annum on the outstanding amount, till such time the position is rectified in case of Diversion of Funds.	As applicable
14	Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover	Flat penalty (penal interest) of Rs 200/- for each day of delay beyond due date.	As applicable
15	Non-renewal of insurance policy in a timely manner or inadequate insurance cover	0.05%	As applicable

MAPSKO BUILDERS PVT. LTD. GURUGRAM

such a review. In the absence of half-yearly review for want of such information, the risk rating will automatically slip by one step.

2) Next Renewal / Review of the above facilities is due on 05.11.2024. The Unit is required to submit financial data one month before the due date.

3) In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be covered under the Group Insurance Scheme.

4) In case of a Company being the borrower, the following terms are applicable:
A resolution to be passed in a meeting of the Board of Directors of the Company for availing the credit facilities sanctioned by the Bank and a duly certified extract to be submitted to the Bank. The resolution should contain, *inter alia*, the following particulars:
   a) Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
   b) Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
   c) Authority in favour of Directors / Authorised Signatory for filing the documents and Form 8 and 13 with the Registrar of Companies for creating a charge over the assets of the Company in favour of the Bank.
   d) Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
   e) Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.
   f) Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.
   g) The charge over the assets of the Company in respect of the limits sanctioned herein should be registered with the Registrar of Companies within 30 days from the date of execution of documents and filed copies of CHG1, together with receipt should be deposited with us. The Certificate of Registration is to be produced to the Bank within reasonable time for our records.

5) During the currency of the Bank's credit facilities, the Unit / Guarantors will not, without the Bank's prior permission in writing:
   a) Effect any change in the Unit's capital structure.
   b) Implement any scheme of expansion / modernization / diversification / renovation or acquire any fixed assets during any accounting year, except such schemes which have already been approved by the Bank.
   c) Formulate any scheme of amalgamation or reconstruction.
   d) Invest by way of share capital or lend or advance funds to or place deposits with any other concern, including sister / associate / family / subsidiary/ group concerns. However, normal trade credit or security deposits in the normal course of business or advances to employees can be excluded.
   e) Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.
   f) Undertake guarantee obligations on behalf of any other company, firm or person.
   g) Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default had occurred in any repayment obligations.
   h) Effect any drastic change in their management setup.
   i) Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.
   j) Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.
   k) Create any further charge, lien or encumbrance over the assets and properties of the Unit / Guarantors to be charged / charged to the Bank in favour of any other bank, Financial Institution, firm or person.
   l) Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
   m) Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.
   n) Open any account with any other bank. If already opened, the details thereof are to be given immediately and a confirmation to this effect given to the Bank.

6) The following particulars / documents are to be furnished / submitted to the Bank:
   a) Permanent Account Number (PAN) of each Borrower / Guarantor and Corporate Identity Number (CIN) in the case of companies.
   b) Passport Number and other details including photocopies.
   c) 3 self-attested photographs of the Borrower and Guarantors.
   d) Location / site-map of immovable properties with important landmarks.
   e) Names and addresses / occupations of all the legal heirs of Borrower and Guarantors.
   f) Details of properties not charged to the Bank

Other Critical Covenants:

1. The amount of disbursement for the project will be restricted to 43.47% of the project gap after reducing from the total requirement of funds, the advance received from buyers of flats, statutory dues, etc.
2. Stage wise cash budget indicating inter alia the total requirement of funds for completing each stage of construction and total inflows e.g. advances received from buyers of flats duly certified by Firm's auditors as also by architect/civil engineers, will be obtained from the borrower.
3. Sworn affidavit to be taken from all guarantors before disbursement.
4. **Indemnity Clause:**

"The Borrower shall indemnify the Bank against all losses, costs, damages expenses whatsoever that the Bank may incur or sustain by reason of any fraud detected in or in respect of any loan or any other financial assistance granted or to be granted to a group company or group establishment of the Borrower or in respect of any security offered or documents executed in respect of such loan or other financial assistance. For the purpose of this clause, Group Company or group establishment means a subsidiary company or holding company or associate company or a joint venture or any other similar establishment in which the Borrower is having control, influence or substantial interest."

5. **Disclosure of Nationality:**

No	Name	Status (Borrower/ Director/ Partner/ Guarantor)	Nationality / Citizenship
1	Pankaj Singla	Guarantor/Director	Indian
2	Krishan Singla	Guarantor/Director	Indian
3	Sahil Singla	Guarantor/Director	Indian
4	Mohit Singla	Guarantor	Indian

6. Any change in Citizenship /Nationality during the currency of credit facilities will have to be advised in writing to the Bank Immediately. During the currency of credit facilities if there is any change in the nationality of the Borrowers/ Guarantors/ or any individual borrowers/Directors/Guarantors/ Partners loses the citizenship of India or acquire citizenship of any other country, the same has to be advised in writing to the Bank Immediately.
7. All documentation and mortgage formalities to be completed in all respects before disbursement.
8. The Firm shall submit suitable undertaking that in the event of advances from prospective clients falling short of the amount expected in the means of finance the shortfall would be made good by the promoters by contributing additional amount towards their contribution and that any cost overrun will be borne by the promoters from their own source before disbursement.
9. The Firm to submit a Chartered Accountants certificate for amount already spent on the project / infused before disbursement.
10. The Firm not to withdraw unsecured loan brought in for the proposed project during the currency of the term. The Firm to give an undertaking to that effect before disbursement.
11. Construction Cost to be vetted from empanelled agency before disbursement.

MAPSKO BUILDERS PVT. LTD. GURUGRAM

13. The proposal for sanction of Housing Loan, etc. will be considered as per Bank's policy guidelines depending upon merit of the case.
14. Disbursement of the Loan will be made as per Work in Progress as certified by Architect supported by Chartered Accountants Certificate for the cost incurred.
15. Before disbursement, the promoters of the Firm shall produce Certificate from Chartered Accountants about infusion of promoters' capital.
16. The Firm on a monthly basis will pay interest on the Loan A/c as & when applied by the Bank.
17. Firm will undertake to insure cost of the primary and collateral security.
18. The Firm will obtain No Objection Certificate from SBI Branch in respect of each residential flat, before issuing NOC on behalf of the Customer for availing Loan from other Bank, Financial Institution willing to sanction Housing Loan.
19. Firm will not withdraw capital during currency of Bank Finance.
20. Firm shall submit Cash Flow statement supported by CA's certificate and Architect's certificate on a quarterly basis.
21. The Firm will bring in additional funds to the tune of shortfall in Booking Advance as per Cash flow statement.
22. The borrower will confine all their banking arrangements pertaining to this project with us and will strictly adhere to the terms of sanction.
23. The Firm to undertake to advise the names of buyers to a branch to be specified for housing loan business.
24. Payment to be received by the builder from buyer of flats of the captioned project will be by cheque drawn in favour of **SBI, SME Branch, Netaji Subhash Place, Delhi, A/C Mapsko Builders Pvt Ltd project Mapsko The ICON-79.** This legend should be incorporated in the Agreement for Sale.
25. Negative Lien on the proposed unsold flats, will be agreed upon.
26. The following additional terms and conditions are to be stipulated as a part of the terms and conditions:
    a) The builder/developer/Company would disclose in the Pamphlets/Brochures etc, the name (s) of the Bank(s) to whom the property is mortgaged along with details of mortgaged property.
    b) The builder/developer/Company would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/ magazines / electronic media etc.
    c) The builder/developer/Company would indicate in their Pamphlets/Brochures, that they would provide No Objection Certificate (NOC)/permission of mortgagee Bank for sale of flats/property, if required.
    d) A notice Board needs to be displayed at the site denoting the Bank's charge on the property.
    e) **Frequent Dishonour of Cheques and failed ECS:** During the currency of the Credit facilities the bank will have the option of calling up the advance and also withdraw cheque facility in terms of the Bank's policy on dishonor of cheque, in case of frequent incidences of dishonour of cheque/failed ECS (debit) due to insufficient funds is observed in the account.
    f) As per the Bank's extant instructions, for the loans above Rs.1.00 crore, **two valuation** reports from two different empanelled valuers to be done as per stipulated periodicity i.e. once in **3 years** and **two Search Report** from two different empanelled advocates will have to be submitted as per prescribed periodicity i.e. **3 Years**.

    g) **Submission of follow up Returns/ Information:** In the Bank's standard/ prescribed format and the prescribed periodicity, as under:

Sr No	Name	Periodicity	To be submitted within
1.	Monthly Progress Report.	Monthly	By the 20th of the following month.
2.	Quarterly CA certified Cash Flow along with Architect Progress Report	Quarterly	By the 20th of the following month.
3.	Copy of Report duly certified by Architect Engineer & chartered	Quarterly	By the 20th of the following month.

	accountant submitted to RERA Authority.		
4.	Unhedged Foreign Currency Exposure data, Declaration (Details of accounts opened by them with other Banks and details of investments in stock markets, mutual funds, NBFCs, ICDs, Associate companies, Subsidiaries, real estate etc.) and End use certificate	Quarterly	By the 20th of the following month.
5.	FSMTL-1 FSMTL-3 (In case of term loan facility)	Quarterly Half Yearly	Not applicable
6	Lender's Independent Engineer(LIE) Certificate	Quarterly	By the 20th of the following month.
7.	Audited Annual Statement of Account	Yearly	Within 6 months of close of financial year.
8.	Renewal Data along with CMA	Yearly	1 month before the due date of renewal, i.e. 1 month before the expiry of validity of the existing sanction.
9.	Any other information as may be desired by the Bank from time to time.	As may be required by the bank.	

h) **Stock & Receivables Audit:** As per the banks extant instructions Stock and Receivables Audit will be conducted on all units with credit limit of **Rs. 5.00 Crore** and above at **yearly intervals, the expenses of which shall be borne by the borrower.** The following parameters will be included in the stock audit.
   a. Verification of RERA Collection Account / Escrow Account.
   b. Flats booked, Agreement copy, advance received from the customers from the Books of the company.
   c. Sale deeds executed in the project.
   d. Unsold Inventory in the project.
   e. Promoter's margin in the project.
   f. Verification of the Drawing Power based on cash budget

i) **External Rating: Not Applicable** As per the banks extant instructions External Rating will be conducted on all units with credit limit of **Rs.50.00 crore** and above at **yearly intervals**.

Cancelability Clause:

"Notwithstanding anything contained hereinabove, you confirm having agreed that the Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice

a. In case the limits / part of the limits is not utilized by us, and/or
b. In case of deterioration in the loan accounts in any manner whatsoever, and/or
c. In case of non-compliance of terms and conditions of sanction".

Consent to disclose credit/security information to Information Utilities (Ms) by Borrower

The Borrower hereby agrees and gives consent for the disclosure/ sharing by the Bank of all or any such (a) information and data relating to it/him (b) information or data relating to his obligation in any credit facility granted / to be granted by the Bank and availed/enjoyed/guaranteed by it/ him as Borrower (c) Information relating to assets in relation to which any security interest has been created in favour of the Bank and (d)) default, if any, committed by it/ him in discharge of such obligation as the Bank may deem appropriate and necessary to disclose and furnish to any of the Information Utilities (Ills) registered with Insolvency and Bankruptcy Board of India (IBBL), Credit Information Companies ("CIC") registered with Reserve Bank of India (RBI) and any other agency authorised in this behalf by the IBBI, RBI, and/or any such agency that may be constituted or require such information at any time under any of the statutory provisions/ Regulations. The Borrower declares that the information and data furnished by it/him is true and correct. The Borrower further undertakes that (a) the IU/CICs and / or any other agency so authorised may use, process the said information and data disclosed by the Bank in the matter as deemed fit by them and

Financial Institutions or other Credit Grantors or Registered Users/ Insolvency Professionals, as may be specified by the IBBI/RBI or such other Regulators/ Statutory Authorities in this behalf. Notwithstanding any right available to the Bank under any law for the time-being in force, the Borrower hereby further agrees and undertakes that the furnishing of information to IUs and any default as reported by IU is sufficient to record the default for the purpose of filing/ initiating any proceedings including but not limited to filing application before the Adjudicating Authority under Insolvency and Bankruptcy Code (IBC) for Insolvency Resolution Process. The Borrower further agrees and undertakes to authenticate the information furnished by it/ him to the Bank/IUs/CICs or such Institutions ("Credit Information Institutions") in such manner as may be prescribed by the respective Credit Information Institutions or the Regulators/Authorities governing such Credit Information Institutions.

Consent to disclose credit/security information to Information utilities (Ws) by Guarantor

The Guarantor hereby agrees and gives consent for the disclosure/ sharing by the Bank of all or any such (a) information and data relating to it/him (b) information or data relating to his obligation in any credit facility granted / to be granted by the Bank and availed/enjoyed/guaranteed by it/ him as Guarantor (c) Information relating to assets in relation to which any security interest has been created in favour of the Bank and (d)) default, if any, committed by it/ him in discharge of such obligation as the Bank may deem appropriate and necessary to disclose and furnish to any of the Information Utilities (Ills) registered with Insolvency and Bankruptcy Board of India (IBBI), Credit Information Companies ("CIC") registered with Reserve Bank of India (RBI) and any other agency authorised in this behalf by the IBBI, RBI, and/or any such agency that may be constituted or require such information at any time under any of the statutory provisions/ Regulations. The Guarantor declares that the information and data furnished by it/him is true and correct. The Guarantor further undertakes that (a) the IU/CICs and / or any other agency so authorised may use, process the said information and data disclosed by the Bank in the matter as deemed fit by them and (b) the IU/CICs and / any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks / Financial Institutions or other Credit Grantors or Registered Users/ Insolvency Professionals, as may be specified by the IBBI/RBI or such other Regulators/ Statutory Authorities in this behalf. Notwithstanding any right available to the Bank under any law for the time-being in force, the Guarantor hereby further agrees and undertakes that the furnishing of information to [Us and any default as reported by IU is sufficient to record the default for the purpose of filing/ initiating any proceedings including but not limited to filing application before the Adjudicating Authority under Insolvency and Bankruptcy Code (IBC) for Insolvency Resolution Process.

The Guarantor further agrees and undertakes to authenticate the information furnished by it/ him to the Bank/IUs/CICs or such Institutions ("Credit Information Institutions") in such manner as may be prescribed by the respective Credit Information Institutions or the Regulators/Authorities governing such Credit Information Institutions.

ANNEXURE C

MANDATORY COVENANTS AND MANDATORY NEGATIVE COVENANTS

I. MANDATORY COVENANTS:

M1	The borrower should maintain adequate books of accounts, as per applicable accounting practices and standards, which should correctly reflect its financial position and scale of operations and should not radically change its accounting system without notice to the Bank.
M2	The borrower should submit to the Bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the Bank as on the date of publication of the borrower's annual accounts.
M3	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/unit and its directors/partners/proprietors as defaulters/wilful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
M4	The Bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time.
M5	The borrower should not induct into its Board a person whose name appears in the wilful defaulters list of RBI/ CICs. 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. Nominee directors are excluded for this purpose.
M6	In the event of default in repayment to our Bank or if cross default has occurred, the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests. **Cross default will be defined as:** **(a) Default by the borrower to any other bank under Consortium/MBA OR** **(b) Default by the borrower's associate/sister concern/subsidiary to our Bank OR** **(c) Default by the borrower's associate/sister concern to any other bank.** **Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 30 days.**
M7	In stressed situation or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The Bank shall have the right to convert loan to equity or other capital in accordance with the regulatory guidelines. **Further, in such a scenario, the borrower agrees to facilitate the process of conversion of loan to equity or other capital.**
M8	Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, 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 borrower.
M9	After provision for tax and other statutory liabilities, the Bank will have a first right on the profits of the borrower for repayment of amounts due to the Bank **(unless expressly permitted otherwise).**
M10	The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if, the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and/or proposed to be taken. **Further, for listed corporates, the borrower will inform the Bank simultaneously along with Stock Exchange(s). For the purpose of this covenant, "substantial effect on their profit or business" would mean adverse variance of 5% or more.**
M11	Effect any change in the borrower's capital structure where the shareholding of the existing promoter(s) **(a) gets diluted below current level or (b) leads to dilution in controlling stake for any reason** (whichever is lower), without prior permission of the Bank - for which 60 days' prior notice shall be required. In case of Limited Liability partnerships and partnership firms, "promoters" would mean managing partners for the purposes of this covenant.
M12	The borrower will utilise the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines **and terms of sanction.**

MAGNO BUILDERS PVT. LTD. GURUGRAM

Bank/ABFC/institution without our prior consent.

M14	Only for Term Loans **(> Rs 50 crores)** – Covenants (in relation to the undernoted parameters) (i.e. DSCR, Int. Coverage, FACR, **Debt/EBIDTA** etc.) are to be stipulated for all term loans and these are required to be tested annually on the basis of Audited Balance Sheet (ABS). Penal interest will be charged in case of breach of any two of the four parameters vis-à-vis values as approved by the sanctioning authority in the sanction note. The penal interest will apply from the day after the date of ABS, and shall continue till the breach is cured. The details are as under:

Parameters	**Benchmark for annual testing of financial covenants**	**Penalty for adverse deviation:**	
DSCR	NA	Upto 5%	NIL
Interest Coverage Ratio		> 5% & upto 10 %	25 bps p.a.
FACR		>10%	50 bps p.a.
Debt/EBIDTA			

M15	Each of the following events will attract penal interest/ charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account: For the period of overdue interest/instalment in respect of Term Loans and overdrawing's above the Drawing Power/limit in Fund Based Working Capital accounts on account of interest/devolvement of Letters of Credit/Bank Guarantee, insufficient stocks and receivables etc. Non-submission of stock statements/Cash Flow within 20 days of the succeeding month. Non-submission of Audited Balance Sheet within 8 months of closure of financial year. Non-submission/delayed submission of FFRs, wherever stipulated, within due date. Non-submission of review/renewal data at least one month prior to due date. **Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover.**
M16	In the event of default, or where signs of inherent weakness are apparent, the Bank shall have the right to securitise the assets charged and in the event of such securitisation, the Bank will suitably inform the borrower (s) and guarantor(s). **In addition, the Bank shall have the right to novate/assign the assets charged.**
M17	The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise. **Further, for the purpose of this covenant, "adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested" would mean impact on TNW of the particular entity by 10% or more.**
M18	The Borrower shall indemnify the Bank against all losses, costs, damages expenses whatsoever that the Bank may incur or sustain by reason of any fraud detected in or in respect of any loan or any other financial assistance granted or to be granted to a group company or group establishment of the Borrower or in respect of any security offered or documents executed in respect of such loan or other financial assistance. For the purpose of this clause, group company or group establishment means a subsidiary company or holding company or associate company or a joint venture or any other similar establishment in which the Borrower is having control, influence or substantial interest.

II. MANDATORY NEGATIVE COVENANTS:

The Borrower(s) shall give 60 day's prior notice to the Bank for undertaking any of the following activities to enable the Bank to take a view. If, in the opinion of the Bank, the move contemplated by the borrower is not in the interest of the Bank, the Bank will have the right of veto for the activity. Should the borrower still go ahead, despite the veto, the Bank shall have the right to call up the facilities sanctioned.

MN 1	**Formulation** of any scheme of amalgamation or reconstruction **or merger or demerger.**
MN 2	Any New project **or** Scheme of expansion or **Acquisition** of fixed assets if such investment results **in** breach of financial covenant(s) or diversion of working capital funds for financing long-term assets.
MN 3	**Investment** by way of share capital or **Loan** or Advance funds to or Place deposits with any other concern (including group companies). **Further,** such investment should not result in breach of financial covenants relating to TOL/Adj. TNW and Current Ratio agreed upon at the time of sanction.
MN 4	**Entering** into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction. **(This covenant will not be applicable for NBFCs).**
MN 5	**Issuing any** guarantee or Letter of Comfort in the nature of guarantee on behalf of any other company (including group companies).
MN 6	Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default is subsisting in any repayment obligations to the Bank.
MN 7	Create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, company, firm or persons.
MN 8	Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5% of Gross Block may be sold in any financial year provided such sale does not dilute FACR below minimum stipulated level. (Not applicable for unsecured loans).
MN 9	**Entering** into any contractual obligation of a long-term nature **(i.e. 2 years or more)** or which, in the reasonable assessment of the Bank, **is an unrelated activity and** is detrimental to lender's interest.
MN 10	Change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees etc. except where mandated by any legal or regulatory provisions.
MN 11	Any trading activity other than the sale of products arising out of its own manufacturing operations. (Not applicable in case finance is for trading activity only).
MN 12	Transfer of controlling interest or **making** any drastic change in the management set-up **including resignation of promoter directors (includes key managerial personnel).**
MN 13	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 to term loans granted/deferred payment guarantees executed by the Bank or other repayment obligations, if any, due from the borrower to the Bank.
MN 14	**Opening of Current Account with another bank or a bank which is not a member of consortium/MBA.** **For credit facility (ies) under sole banking arrangement, borrower shall confine entire business with financing bank. Further, in respect of credit facilities under consortium/MBA,** the borrower agrees to offer to the Bank (on a right of first refusal basis) at least pro rata business relating to remittances, non-fund based transactions including LCs/BGs, bills/cheque purchase, Forex transactions and any interest rate or currency hedging business, **Merchant Banking, IPO/FPO, Capital market transactions, Cash Management Product, Vehicle Loan etc.**
MN 15	**Payment of commission to the guarantor(s) for guaranteeing the credit facilities sanctioned by the Bank.**

MAPSKO BUILDERS PVT. LTD. GURUGRAM

M/S Mapsko Builder Private Limited

PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S)

For M/S Mapsko Builder Private Limited	

PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)