



Date: 25 January 2020

To
The Deputy Registrar,
Real Estate Regulatory Authority
2nd & 3rd Floor, RSIC Building, Udyog Bhavan,
Tilak Marg, C-Scheme, Jaipur-302005

Respected Sir,

Ref: “JanakNandini Infrastructures Pvt. Ltd.” for its Real Estate Project “Shree Aashrya” situated at Khasra No 423, Goner, Salagrampura, Sanganer, Jaipur, Rajasthan having RERA Reg. No. RAJ/P/2017/135 .

Sub: Request to update Encumbrance of the project.

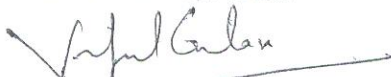
In this respect we wish to submit that we have availed project specific Overdraft Limit of Rs 14 Crore from State Bank Of India, Jaipur for “ Shree Aashrya” Project located at Khasara 423, Village -Saligrampura, Tehsil- Sanganer, Jaipur-302029. The said changes shall not damage the rights and interest of the allottees, who have taken or agreed to take Apartment, as the case maybe in the above stated real estate project, therefore *there is no requirement under the Real Estate (Regulation and Development) Act, 2016 to take consent of the allottees for the same.* We are enclosing herewith the following documents:-

1. Affidavit
2. Loan sanction letter
3. Statement showing payment of Rs 5000 through NEFT vide UTR No- 000081824890/HDFC0001842 made to RERA Authority for the desired change.

We request you to update the encumbrance details in your records and on the portal accordingly.

Thanking You,

For JanakNandini Infrastructures Pvt. Ltd.
For Janak Nandini Infrastructures Pvt. Ltd.


(Authorized Signatory) Signatory



राजस्थान RAJASTHAN

Affidavit cum undertaking to update Encumbrance of Project under RERA

AF 440232

I, Vipul Gilara Son of Shri Girraj Prasad Gilara aged 34 years, authorized signatory of "Janak Nandini Infrastructure Private Limited" Regd. Office situated at Office Number B-118, Mangal Marg, Bapu Nagar, Jaipur, Rajasthan, promoter of the project "Shree Aashrya" do hereby solemnly declare, undertake and state as under;

1. That our project "Shree Aashrya" situated at situated at Kharsa Ko 120, Goner, Sabgrampura, Sanganeer, Jaipur, Rajasthan is registered under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017 bearing registration number RAJ/P/2017/135.

2. That we have availed Drop Line Overdraft Limit of Rs 14 Crore for the project "Shree Aashrya" on 19 December 2019 from State Bank of India, Jaipur.

3. That the said charges shall not damage the rights and interest of the allottees, who have taken or agreed to take Plot/Apartment/Flat/Building, as the case maybe in the above stated real estate project. In case rights & interest of such allottees are still affected or any dispute arises the Deponent/Promoter shall be solely responsible & liable to resolve the same.

Vipul Gilara
Deponent

Verification

I, Vipul Gilara Son of Shri Girraj Prasad Gilara aged 34 years, authorized signatory of "Janak Nandini Infrastructure Private Limited" Regd. Office situated at Office Number B-118, Mangal Marg, Bapu Nagar, Jaipur, Rajasthan, promoter of the said project do hereby that the contents in para No.1 to 3 of my above Affidavit are true and correct.

Verified by me at Jaipur on this 25th day of January 2020.

ATTESTED

[Signature]

29 JAN 2020

Vipul Gilara
Deponent

राजि. नं. ८०९६ दिनांक २८-१-२०१०

मुद्रांक मूल्य ५०/-

नाम राजेश चंद्रिका ई.एस.एस. ऑफिसर ग.पि.

पिता का नाम

जि.टी. ६१८ कार नं. ३०२६६६६

वास्तु

हस्ताक्षर विवेक

प्रेम प्रकाश

राज्य विवेक

आदेश नं. ५१/२०१५-१६

मानवसंसाधन, रायपुर

राज्य	५०/-
मुद्रांक मूल्य	५०/-
नाम	राजेश चंद्रिका ई.एस.एस. ऑफिसर ग.पि.
पिता का नाम	
जि.टी. नं.	६१८
कार नं.	३०२६६६६
वास्तु	
हस्ताक्षर	
प्रेम प्रकाश	
राज्य विवेक	
आदेश नं.	५१/२०१५-१६
मानवसंसाधन	रायपुर

	SME Church Road Branch [04080] 2 nd Floor, Anukampa Tower, Church Road Jaipur- 302001.	
	Telephone: 0141-2367278	Fax: 0141-2367656

SME-1
LETTER OF ARRANGEMENT
 (To be issued in duplicate)

To,

<u>BORROWER :-</u>	<u>GUARANTORS:-</u>
M/s JANAK NANDINI INFRASTRUCTURES PRIVATE LIMITED Address: B-118, Mangal Marg, Bapu Nagar, Jaipur, Rajasthan-302015	1. SH NITIN GILARA S/O SH GORDHAN DAS GILARA Address: B-199, Rajendra Marg, Bapu Nagar, Jaipur-302015
	2. SH VIPUL GILARA S/O SH GIRRAJ PRASAD GILARA Address: B-199, Rajendra Marg, Bapu Nagar, Jaipur-302015
	3. SH ABHISHEK GILARA S/O SH GIRRAJ PRASAD GILARA Address: B-199, Rajendra Marg, Bapu Nagar, Jaipur-302015
	4. SH PRATEEK GILARA S/O SH GORDHAN DAS GILARA Address: B-199, Rajendra Marg, Bapu Nagar, Jaipur-302015
	5. CORPORATE GUARANTEE OF M/S JANAK NANDINI BUILDWELL PRIVATE LIMITED Reg. Address: PEARL PREMIER ⁴ , Jamna Lal Bajaj Marg, Opp. To Hotel Raj Maham Palace, C Scheme, Jaipur-302001

Letter No. SMECR/ 2019-20/ DOC/RE/02

Date: 21-12-2019

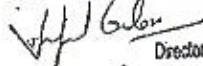
Dear Sirs,

M/s JANAK NANDINI INFRASTRUCTURES PRIVATE LIMITED
SANCTION OF PROJECT SPECIFIC DROP LINE OVERDRAFT LIMIT OF ₹14.00
CRORE FOR "SHREE AASHRYA" PROJECT:

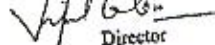
With reference to your application dated 16-11-2019 requesting us for sanction of Project Specific Drop Line Overdraft Limit under SBI Asset Back Scheme - for Residential Project named in style of "Shree Aashrya" located at Khasara 423, Village -Saligrampura, Tehsil-Sanganer, Jaipur-302029 and subsequent correspondence/discussions in this regard, we have pleasure in advising that the competent authority has Sanctioned ₹14.00 Cr for the project on 12-12-2019, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexures A, B, C & D.

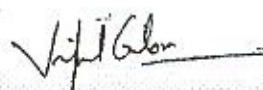
S no	Facility	Limit (₹ in Cr)
A.	Fund Based Limits	
a	Drop Line Overdraft Limit under SBI Asset Back Scheme - for Residential Project named in style of "Shree Aashrya" project	14.00
	Total of Fund Based Limits	14.00
B.	Non-Fund Based Limits	
	Nil	Nil
	Total Limits	14.00

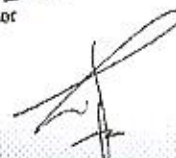
For Janak Nandini Infrastructures Pvt. Ltd.


 Director

For Janak Nandini Buildwell Pvt. Ltd.


 Director









2. The relative covenants and other terms and conditions governing the conduct of facilities mentioned above are contained in the Annexure A, B, C & D. We request you to return to us the duplicate copy of this letter along with the Annexure, duly signed by such authorized director/Official (s) / Partner(s) of the company as are empowered to accept the said terms and conditions on behalf of the company.

3. The above limits have been sanctioned to M/s JANAK NANDINI INFRASTRUCTURES PRIVATE LIMITED, in addition to the terms and conditions as contained in the Annexure A, B, C & D subject to the following conditions:

1. Opinion from Law officer to be obtained before disbursement of the credit facilities for creation of equitable mortgage and obtention of corporate guarantee.
2. No reimbursement to be allowed. Stage wise disbursement to be made in proportion of Promoters contribution and advance payment as envisaged with obtention of certificate of empaneled civil engineer in this regard.
3. Any shortfall in "Advance from customer" as envisaged to be brought in the form of promoters contribution.
4. Approval from Branch head to be recorded before each disbursement of term loan.

We are forwarding this letter in duplicate along with Annexures A, B, C & D 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,

For STATE BANK OF INDIA
Chief Manager-RMRE.

Encls: Terms and Conditions - Annexures A, B, C & D

For Janak Nandini Infrastructures Pvt. Ltd. For Janak Nandini Buildwell Pvt. Ltd.

Vij G. Director

Vij G. Director

Vij G.

[Signature]

[Signature]

C

TERMS AND CONDITIONS

ANNEXURE -A

1. SECURITY:

FACILITY	Drop Line Overdraft Limit under SBI Asset Back Scheme - for Residential Project named in style of "Shree Aashrya" project
(i) Primary Security:	
a. First and Exclusive Hypothecation Charge on Cash flow, plant and machinery, movable assets, other current assets and the Complete Receivables of the project "Shree Aashrya" project located at Khasara 423, Village -Saligrampura, Tehsil- Sanganer, Jaipur-302029 and any other Book Debts, present and future.	
b. Equitable Mortgage by way of deposit of title deeds of property situated at Kh No. 423, Village -Saligrampura, Tehsil- Sanganer, Jaipur-302029, Area=22525.50 Sq mtrs	
(ii) Collateral Security:	
1. Equitable Mortgage by way of deposit of title deeds of Residential Plot situated at Plot No. 21, Nemi Nagar, Main Gautam Marg, Gandhi Path, Vaishali Nagar, Jaipur Area= 400 Sq yds Owner= Sh Nitin Gilara, Sh Vipul Gilara, Sh Abhishek Gilara and Sh Prateek Gilara	
2. Equitable Mortgage by way of deposit of title deeds of Residential Plot situated at KH No. 552/1, 552/1084 and 558 Jaisinghpura Bas Bhankrota, Teh-Sanagner, Ajmer Road, Jaipur Area= 19405.53 mtrs , Belongs to : Janak Nandini Buildwell P Ltd	
(iii) Guarantors	
SH NITIN GILARA S/O SH GORDHAN DAS GILARA	
SH VIPUL GILARA S/O SH GIRRAJ PRASAD GILARA	
SH ABHISHEK GILARA S/O SH GIRRAJ PRASAD GILARA	
SH PRATEEK GILARA S/O SH GORDHAN DAS GILARA	
CORPORATE GUARANTEE OF M/S JANAK NANDINI BUILDWELL PRIVATE LIMITED	

2.	RATE OF INTEREST	Interest shall be charged on the outstanding(s) in the accounts opened in respect of all MSME loans in our bank at the External Benchmark Based Lending Rate (EBLR) which comprises of External Benchmark Rate (i.e. RBI's Repo Rate plus Spread) and Credit Risk Premium. Presently the External Benchmark Rate being 8.05% p.a., the effective rate of interest shall be 11.10% p.a. calculated on daily balance of the loan amount at monthly rests, provided that the Bank shall at any time, and from time to time be entitled to vary the Credit Risk Premium and the External Benchmark Based Lending Rate at its discretion. Depending on variation of External Benchmark Rate and Credit Risk Premium, the effective rate of interest shall vary periodically, and the borrower shall be liable to pay interest at such External Benchmark Based Lending Rate. The Borrower agrees that upon the account of the Borrower being
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For Janak Nandini Infrastructures Pvt Ltd.

For Janak Nandini Buildwell Pvt Ltd.

[Signature]
Director

[Signature]

[Signature]
Director

[Signature]

[Signature]
Director

		categorized as Non-Performing Asset (NPA) as per the extant Income Recognition and Asset Classification (IRAC) norms of RBI, the Borrower shall pay interest at the default rate per month on the entire outstanding amount of the loan for the period that the account shall remain NPA. Default rate shall mean the rate of interest over and above the EBLR or others as shall be applicable in case the Credit Risk Assessment (CRA) for an account is the highest (presently interest rate applicable to SB-15) as per norms of CRA linked interest rate applicable in the Bank																				
3.	Margin	An amount of ₹14.04 Cr is to be brought in by the company as margin for the project in the form of Equity/ capital and USL. Any escalation in the project cost will be borne by the promoter. There shall be no dilution in the margin brought in by the promoter during the currency of the loan.																				
	Receivables	Nil																				
	Debt/ Equity	To be maintain as per Cash Budget.																				
4.	Validity of Sanction	The facility has been sanctioned on 12-12-2019. The validity of period for accepting enhancement/ sanction is 6 months from the date of sanction. Review of the TL A/C will fall due on 11-12-2020																				
5.	Disbursement Schedule/	The disbursement schedule is on the basis of cash budget submitted/ assumed at the time of sanction as per progress in implementation of the project. The actual disbursement will be based on the actual progress made, status of approvals and report from Independent Engineer/ Valuer along with CA certificate (if required). However disbursement / draw down may vary as per actual construction at project site. The disbursement will not be made at one go and in several tranches during the quarter subject proper utilization of funds.																				
6.	Repayment Schedule	The Tenor for the Drop-line OD Limit is 81 months from the date of the first disbursement of the loan. The repayment Schedule is as under: (₹ in crore) <table><tr><th></th><th>No. of Quarter</th><th>Instalment per Quarter</th><th>Total Repayment</th></tr><tr><td>From 01-01-2020 to 31-03-2022</td><td>9 Quarter (27 month)</td><td>Nil (Moratorium)</td><td>-</td></tr><tr><td>Q1 to Q17 (After moratorium, commenced from 30-06-2022 and ended on 30-06-2026)</td><td>17 Quarter (51 month)</td><td>0.78</td><td>13.26</td></tr><tr><td>Q22 ended on 30-09-2026</td><td>1 Quarter (3 month)</td><td>0.74</td><td>0.74</td></tr><tr><td>Total</td><td>27 (81 months)</td><td></td><td>14.00 cr</td></tr></table> Interest will be served as and when applied. Amount received from the NOCs will be adjusted from the repayment amount as above.		No. of Quarter	Instalment per Quarter	Total Repayment	From 01-01-2020 to 31-03-2022	9 Quarter (27 month)	Nil (Moratorium)	-	Q1 to Q17 (After moratorium, commenced from 30-06-2022 and ended on 30-06-2026)	17 Quarter (51 month)	0.78	13.26	Q22 ended on 30-09-2026	1 Quarter (3 month)	0.74	0.74	Total	27 (81 months)		14.00 cr
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Total	27 (81 months)		14.00 cr																			

For Janak Nandini Infrastructures Pvt. Ltd.

[Signature]
Director

For Janak Nandini Buildwell Pvt. Ltd.
[Signature]
Director

[Signature]

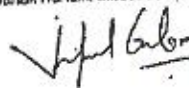
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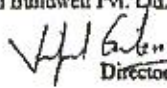
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		Mode of repayment: Repayment shall be made through the ESCROW account opened for the project which will be specially opened for stage wise disbursement and credit of all sale proceed & incentives of the company. The DP will be given in OD account itself and Bank shall have first right over the ESCROW account for servicing of interest and marking necessary DP marked for repayment. Residual amount will be allowed to be withdrawn by the Borrower.
7.	Inspection	Quarterly inspection of the project coinciding with receipt of the actual cash budget. During inspection, the Cash Flow Statement as obtained from the borrower shall be scrutinized with the level of activity/status of the project and end use of funds. The lender will appoint Lender's Independent Engineer (LIE) for Quarterly inspection during the implementation period and till repayment of entire loan, if necessary. The expenses of which shall be borne by the borrower. The Bank's officials / inspectors are to be permitted in the 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.
8.	Insurance	a. Contractors' All Risks (CAR) Insurance should be taken with Banks' name in the policy for the project being funded by us. b. It is your responsibility to ensure that the mortgaged properties are duly insured at their own cost & expenses for all risks and Bank's interest to be incorporated in the Insurance Policy. c. Insurance cover should be obtained from a company approved by the Bank. The Borrower shall always be responsible to ensure that the insurance policy in respect of the hypothecated assets remains valid till all the dues of the Bank are repaid and to keep such insurance policy renewed each year". The Bank shall not be liable for any consequence arising from non-renewal of insurance in any year even if the Bank has in any previous year renewed the insurance of the hypothecated assets by debiting the borrower's account for failure of the Borrower to renew such insurance policy. 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.
9.	Statutory approvals	The company will ensure that all Statutory approvals are complied with. All requisite statutory approvals required for undertaking the

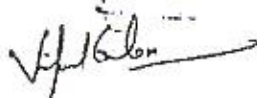
For Janak Nandini Infrastructures Pvt. Ltd.

For Janak Nandini Buildwell Pvt. Ltd.


Director


Director

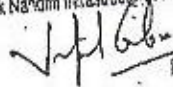




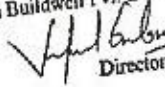


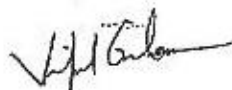
		project to be obtained from respective authorities & to be submitted to Bank.	
10.	Statements to be submitted	Borrowers need to submit a progress report along with a cash flow statement before 20th of subsequent quarter. The company will submit quarterly progress report containing details like amount received from customers, status of sale of flats indicating number of flats booked / sold in advance / full payment received and deposited in the bank, progress of the project vis-a-vis the estimated stage wise progress of the project, etc	
11.	Upfront fees and Charges	Upfront Fee	Rs10,000.00- + GST
		Inspection Charges	Rs12,000/- Yearly + GST
		Documentation Charges	Rs19,800/- + GST
		Equitable Mortgage Charges	Rs40,000/- + GST
		CERSAI charge	(Rs100 + GST) per security
		Commitment charges	Nil (more than 75% utilization) • 0.50% (50% to 75% utilization) • 1% (for <50% utilization)
12.	Pre-Payment Charges	• In case of pre-payment / pre-closure from internal accruals prepayment / pre-closure penalty will not be levied. • 2% of the drawing power. • As per RBI Circular no. RBI/2014-15/72, Floating rate term loans sanctioned to individual borrowers are exempted from levy of foreclosure charges.	
13.	NOC	Total Unit	994
		Unsold Unit	523
		Total Unsold Saleable Area of the Project in Sq Ft	246004
		Loan Amount in Cr	14.00
		NOC amount per Sq Ft	569.10 (Rs570 per Sq Ft)
		a. Provisional NOC will be issued to the buyer/ financiers as and when approached by the Builder with the clause to deposit all the amount in the Escrow account. 50% of the NOC amount as Rs285 per Sq ft will be deposited by the builder at the time of issuing provisional NOC and the drawing Power will be reduced at that extent.	
		b. Final NOC will be issued after deposit of remaining amount of Rs285per Sq Ft and DP of the limit will be reduced up to that extent. There will no amount will required to deposit for booked 471 units as we have not counted the area of booked units for calculating the NOC amount	
c. The NOC will carry the condition that the NOC is valid only when the proceeds of the sale are deposited in the designated/ escrow account of the project maintained with our branch and bank will first charge on this fund.			

For Janak Nandini Infrastructures Pvt. Ltd.


Director

For Janak Nandini Buildwell Pvt. Ltd.


Director

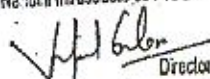




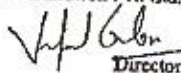


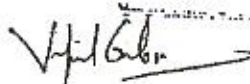
14.	Project Completion Date (DCCO)	31-03-2022
15.	DSRA (Debt Service Reserve Account)	DSRA equivalent to 3 months instalment & Interest to be built up before full disbursement during moratorium period and before commencement of instalments in ESCROW account / STDR. Outstanding in the ESCROW account / STDR should be 6 months' interest on the drawn outstanding at any point of time during the moratorium period.
16.	Delay in the project or irregularity in the account.	If the status of the project is not in conformity with Cash Flow statement or account becomes irregular, Branch will initiate the following actions immediately: -Charging penal interest @2% of outstanding amount if overdue by more than 7 days. -charging penal interest @0.50% of outstanding amount if there is delay in project implementation beyond 90 days as per the estimate / LIE report.
17.	Review of the Account	Drop line OD limit review will fall due on 11-12-2020. The company to provide all financial data & other data required by bank for carrying annual review to compare physical & financial progress of project with estimation of same as submitted by company. Review charges will be applicable as per norms at that time.
18.	Routing of Transaction/Escrow A/C	The borrowing company will maintain the account as mentioned below: Account 1 (Escrow A/C): Realtors Current Account for receipt of 100% Collections (Escrow Account-1) All the sales will be credited to this escrow account-1. Account 2 (Escrow A/C): This account will be registered with RERA Authority. 70% of Collections funds to be transferred from Account 1. Account 3 (Operational A/C): 30% of the Collections from buyers as well as funds after withdrawal from Account 2 (70% of Collections) will be credited to Operational account
19.	RERA Compliance	The company to follow the rules set RERA Authority. The sale proceeds should be credited to designated Escrow Account or separate account as per RERA Rules of the respective and every withdrawal from this RERA complied account should be credited to Escrow account maintained with us. Copy of Report duly certified by Architect, Engineer & chartered accountant submitted to RERA Authority for withdrawal from RERA separate account to be provided on Quarterly basis
20.	Fly ash declaration	The Borrower declares, affirms, confirms and covenants that the Borrower is not in default under any notification issued from time to time on the subject of utilization of fly ash and fly ash based products by the Government or Statutory or Regulatory Authorities and shall comply with all such notifications, more specifically, notification no. S.O. 2804 (E) dated 3rd November 2009 of Ministry of Environment and Forests, Government of India and amendments thereto. The term fly ash, in terms of the aforesaid notification of Ministry of Environment and Forests,

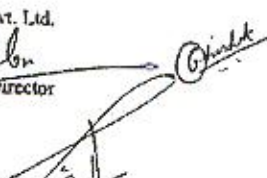
For Janak Nandini Infrastructures Pvt. Ltd.


Director

For Janak Nandini Buildwell Pvt. Ltd.


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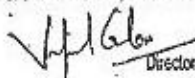


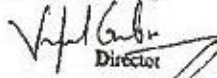


		means and includes all ash generated such as Electrostatic Precipitator (ESP) ash, dry fly ash, bottom ash, pond ash and mound ash. The said notification inter alia provides for use of fly ash, bottom ash or pond ash in manufacture of bricks and in other construction activities including fly ash based products in construction activities and specifications for use of fly ash and fly ash based products.
21.	Registration of Charges	Charges created in favour of the Bank will be registered with the Registrar of Companies within 30 days from the date of execution of documents.
22.	Penal Interest	> Penal Interest @2% of outstanding amount, if overdue by >7 days > Penal interest @0.50% of outstanding amount if there is delay in project implementation beyond 90 days as per the estimate / LIReport.
23.	Citizenship clause	During the currency of credit facilities, if there is any change in the nationality of the Borrower(s)/Guarantor(s) or any individual Borrower(s)/Director(s)/ Guarantor(s)/ Partner(s) lose(s) the citizenship of India or acquire(s) the citizenship of any other country, the same has to be advised in writing to the Bank, immediately
24.	Account with other Banks for project "Shree Aashrya"	The company will close the all account with other Banks i.e. RERA A/C, Escrow A/C and operational account and deal exclusively with our Bank for the "Shree Aashrya" project. The company will provide the periodical declaration in this regard.
25.	Other Conditions	i) All charges [e.g. Valuation, Title, Technical, Trustee fees, documentation charges, Stock Audit Charges, RoC charges, Legal Audit charges, Charter Engineer report charges, mortgage creation (including stamp duty) payable on all documents as per state stamp act and any other charges] shall be borne by borrower. ii) Borrower and the Borrower Group shall not raise any loan / funding for the project from any other source, without prior written consent from the existing lenders. iii) Borrower shall not change its capital structure without prior written consent from the lender nor shall be permitted to withdraw capital before completion of project. iv) The Borrower will also undertake and concompany to complete the entire project under all circumstances including event of escalation of project cost beyond what is agreed in the Business plan. v) The lender will have right to form a Project Monitoring Committee (PMC). vi) The lender shall have the right to scrutinize and audit the expenses, which are incurred for the project at the borrower's cost. vii) Builder has to sign MOU for Tie up of the financed project. viii) The Bank will have the first right of refusal for Home loans taken by the buyers for purchase of units in the project.

For Janak Nandini Infrastructures Pvt. Ltd.

For Janak Nandini Buildwell Pvt. Ltd.


Director


Director





ix) Bank's prior approval will be taken before execution of sale deed / issuing NOC for creation of charge on the units in the project in favour of the buyers / buyers' financiers.

xi) The project will be considered as Infrastructure if the funding is for Affordable Housing Project.

xiii) The developer(s) have to upload the information of Bank's charges on the project site in RERA website also. Hence, our charge will be visible to purchasers, at the time of their visit to the RERA website.

XIV) The borrower will provide Yearly affidavit stating that funds have been / will be utilised for the project for which loan has been sanctioned

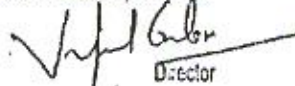
XV) The Builder has to incorporate the name of SBI in all its pamphlets, brochures and mention the same at the website as well. A suitable board displaying Banks name and Logo to be put up at the site of the project and should be clearly visible.

26. Implementation Schedule

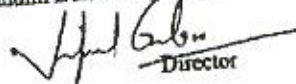
Particulars	Tower A	Tower B	Tower C	Tower D	Tower E	Tower F	Tower G	Tower H
Excavation	Jan-20	Aug-17	Sep-20	Jun-20	May-20	Apr-20	Jun-17	Nov-17
Foundation	Apr-20	Jan-19	Sep-20	Jun-20	May-20	May-20	Aug-17	Jan-18
Basement (Ground)	May-20	Apr-19	Oct-20	Jul-20	Jun-20	May-20	Sep-17	Sep-18
First Floor	May-20	Jun-19	Nov-20	Jul-20	Jun-20	Jun-20	Nov-17	Oct-18
Second Floor	Jul-20	Jan-20	Dec-20	Aug-20	Jul-20	Jun-20	Dec-17	Dec-18
Third Floor	Aug-20	Mar-20	Mar-21	Aug-20	Aug-20	Jul-20	Feb-18	Jan-19
Fourth Floor	Sep-20	Apr-20	Jun-21	Sep-20	Oct-20	Aug-20	Mar-18	Mar-19
Brick Work	Feb-21	May-20	Oct-21	Feb-21	Feb-21	Dec-20	Sep-18	Nov-19
Plumbing and Sanitary	Apr-21	Jul-20	Nov-21	Apr-21	Apr-21	Jan-21	Aug-19	Jan-20
Electrical Work	Apr-21	Jul-20	Nov-21	Apr-21	Apr-21	Jan-21	Aug-19	Jan-20
Door and Window Shutter	Apr-21	Jul-20	Nov-21	Apr-21	Apr-21	Jan-21	Aug-19	Jan-20
Internal Plaster	May-21	Sep-20	Dec-21	May-21	May-21	Mar-21	Sep-19	Feb-20
External Plaster	Jul-21	Nov-20	Feb-22	Jul-21	Jul-21	May-21	Jan-20	Apr-20
Flooring, Skirting and Dado	Aug-21	Feb-21	Feb-22	Aug-21	Sep-21	Aug-21	Feb-20	Jun-20
External Plumbing and Sanitary	Oct-21	Apr-21	Oct-21	Oct-21	Oct-21	Oct-21	Mar-20	Aug-20
Paint	Dec-21	May-21	Feb-22	Dec-21	Dec-21	Nov-21	Apr-20	Nov-20
External Development	Dec-21	Jul-21	Dec-21	Dec-21	Dec-21	Dec-21	Sep-20	Sep-20
STP	Sep-20	Sep-20	Sep-20	Sep-20	Sep-20	Sep-20	Sep-20	Sep-20
Lift	Dec-21	Oct-20	Dec-21	Dec-21	Dec-21	Dec-21	Oct-20	Oct-20
Handing over of Flat	Feb-22	Sep-21	Feb-22	Feb-22	Feb-22	Feb-22	Nov-20	Dec-20
Completion of the Project	Mar-22	Mar-22	Mar-22	Mar-22	Mar-22	Mar-22	Mar-22	Mar-22

The company is to be adhered with above implementation schedule.

For Janak Nandini Infrastructures Pvt. Ltd.


Director

For Janak Nandini Buildwell Pvt. Ltd.


Director





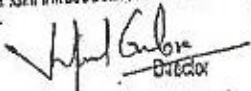




TERMS & CONDITIONS

- a) 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.
- b) Drawings in the account will be regulated on the basis of Drawing Power computed as per the latest Stock Statement.
- c) 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.
- d) 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.
- e) 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.
- f) The Unit should submit provisional financial statements within one month and audited financial statements within three months from the date of closure of the accounting year. The returns submitted to the Sales Tax and Income Tax authorities should also be submitted to the Bank.
- g) The Unit should confine their entire business including foreign exchange business to us.
- h) The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
- i) The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.
- j) 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 outstandings or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.
- k) 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.
- l) 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.
- m) 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.
- n) 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.
- o) 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 for the project till the currency of the loan.
- p) The Bank's name board(s) should be displayed prominently on project site.

For Janak Nandini Infrastructures Pvt. Ltd.



Director

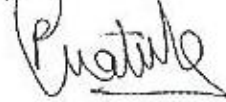


For Janak Nandini Buildwell Pvt. Ltd.



Director





- q) 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.
- r) Any legal expenses such as a solicitor's / advocate's fees, stamp duty, registration charges and other incidental expenses incurred in connection with the advance should be borne by the Unit.
- s) A charge of Rs __NA__/- will be levied per branch allocation in respect of limits allocated to other branches of the Bank.
- t) In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of ...(as given above) will be levied.
- u) Processing charges as applicable (NA) on the Working Capital limits sanctioned will be charged annually or at the time of renewal, whichever is earlier. Upfront fee at the rate of (as given above) of limits sanctioned will be charged in respect of Term Loan.
- v) If the Credit Rating awarded to the Unit is below SB-10, the risk rating will be reviewed half-yearly. The Unit should provide necessary information to facilitate such a review. In the absence of half-yearly review for want of such information, the risk rating will automatically slip by one step.
- w) Next renewal / review of the above facilities is due on 11-12-2020. The Unit is required to submit financial data one month before the due date.
- x) In respect of Term Loans, enhanced rate of interest is payable under the following circumstances:
- Non-payment of interest / instalments
 - Cross default
 - In case of adverse deviation in respect of any of the following three financial parameters arrived at based on audited financial statements each year, from the estimated/projected levels accepted at the time of sanction /last review, will attract enhanced interest :
 - DSCR
 - Interest Coverage Ratio
 - FACR
- y) In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be covered under the Group Insurance Scheme.
- z1) The Borrower indemnifies 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
- z2) 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:
 - Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
 - Authority in favour of Directors / Authorized Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
 - Authority in favour of Directors / Authorized 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.
 - Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
 - Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.

For Janak Nandini Infrastructures Pvt. Ltd. For Janak Nandini Buildwell Pvt. Ltd.

[Signature]
Director

[Signature]
Director

[Signature]
Pratibha

Annexure C
STANDARD COVENANTS

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 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.

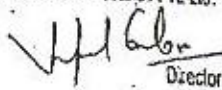
Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 30 days.

M7. In case of default not corrected within 60 days 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.

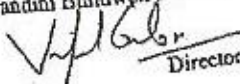
M8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and or management consultants of the Bank's choice. Cost of such inspection shall be borne by the borrower.

M9. After provision for tax and other statutory liabilities, the Bank will have first right along with other secured lenders as per arrangement of security sharing on the profits of the borrower for repayment of amounts due to the secured lenders, in case of payment default to the lenders is not cured within 30 days. (unless expressly permitted otherwise by any law for the time being in force).

Janak Nandini Infrastructures Pvt. Ltd.


Director

For Janak Nandini Buildwell Pvt. Ltd.


Director



Annexure D

Penal Interest/ other charges:

i) Non Submission of Cash Budget in time: Cash Budget not submitted within 20 days of the succeeding quarter to be treated as non-submission except where period is extended / specified by the sanctioning authority or in the scheme.	<table border="1"> <thead> <tr> <th>Limit</th><th>Flat Penal Interest per day of delay</th></tr> </thead> <tbody> <tr> <td>Rs 1.00 to Rs 50 Crore</td><td>Rs1000</td></tr> <tr> <td>Above Rs 50 crore to Rs 500 crore</td><td>Rs 2000</td></tr> <tr> <td>Above Rs 500 crore</td><td>Rs 5000</td></tr> </tbody> </table>	Limit	Flat Penal Interest per day of delay	Rs 1.00 to Rs 50 Crore	Rs1000	Above Rs 50 crore to Rs 500 crore	Rs 2000	Above Rs 500 crore	Rs 5000
Limit	Flat Penal Interest per day of delay								
Rs 1.00 to Rs 50 Crore	Rs1000								
Above Rs 50 crore to Rs 500 crore	Rs 2000								
Above Rs 500 crore	Rs 5000								
iii) Non submission of Renewal Data, including Audited Balance Sheet	Non-submission of renewal data 30 days before the due date for renewal of limits: Flat Rs 50,000/- upto the due date of renewal & flat Rs 1,00,000/- per month thereafter till the date of submission. Non submission of audited balance sheet within 6 months of the closure of the financial year of the borrowing entity: (a) Delay of one month :NIL (b) Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted. For listed companies, the above penal provision would be applicable, if the audited financials are not filed with the stock exchange as per SEBI requirements/listing agreement.								
v) 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.								
vi) Diversion of Funds (Mandatory Negative covenant)	2.00 % p.a. on the entire outstandings (over and above the aggregate penal interest of 3 % p.a) till such time the position is rectified.								
vii) Term Loans (a) Non-payment of interest/ installment b) Cross default (Default in payment of installment/ interest to other Institutions/ Banks c) Adverse deviation from stipulated level in respect of any two of the following parameters: I. DSCR II. FACR III. Interest Coverage Ratio IV. Deb/EBIDTA	5.00 % per annum on the irregular portion for the period of irregularity. 1.00 % p.a. on the entire outstandings for the period of non-adherence subject to a minimum period of 1 year. Adverse deviation in respect of any two of the following four financial parameters, arrived at based on audited financial statements each year, from the estimated / projected levels accepted at the time of sanction / last review, will attract penal interest : For Term Loans: <table border="1"> <thead> <tr> <th>Parameter</th><th>Acceptable level for covenant testing</th></tr> </thead> <tbody> <tr> <td>DSCR</td><td>As</td></tr> </tbody> </table>	Parameter	Acceptable level for covenant testing	DSCR	As				
Parameter	Acceptable level for covenant testing								
DSCR	As								

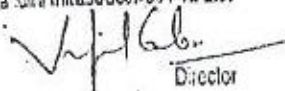
Interest Ratio	Coverage	per sanction note
FACR		
Debt/EBIDTA		
Adverse deviation from the acceptable level for covenant testing beyond which penal provisions would be invoked (per parameter)		
Up to 5 %		NIL
More than 5 % and up to 10 %		25 bps p.a.
More than 10 %		50 bps p.a.
Penal interest would be charged retrospectively from the date of audited Balance Sheet on the basis of which, covenants have been tested, for the period of breach.		

Note: The above charges are subject to revision from time to time and will be levied as per Bank's instruction at the material time. With a view to comply with the Fair banking Practices Code adopted by the Bank, the schedule of Service Charges are also uploaded/updated on our website www.sbi.co.in. For any further clarification, please call on us.

We accept

For Janak Nandini Infrastructures Pvt. Ltd.

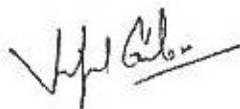
Borrower/s


Director

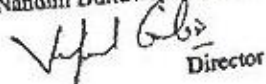
The common seal of the company M/s JANAK NANDINI INFRASTRUCTURES PRIVATE LIMITED was hereunto affixed pursuant to the resolution of the Board of Directors passed in that behalf on the...21st... day of December 2019, in the presence of Sh Nitin Gilara

Guarantor/s

The common seal of the company M/S JANAK NANDINI BUILDWELL PRIVATE LIMITED was hereunto affixed pursuant to the resolution of the Board of Directors passed in that behalf on ...21st... day of December 2019, in the presence of Sh Nitin Gilara.



For Janak Nandini Buildwell Pvt. Ltd.


Director

21 DEC 2019

PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S)

		
		
		PA Ltd. <i>Gulav</i> Director

PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)

Note: Self attested passport size photographs of th

Guarantors to be affixed.

For Janak Nandini Building

Director