

AKME BUILD ESTATE LTD.



ANN: V
~~CORPORATE OFFICE~~
Akme Business Centre (ABC)
4-5, Subcity Centre, Savina Circle,
Udaipur - 3130 02 (Rajasthan)
Ph. : (0294) 2489501 - 02
Email : akmebuild@gmail.com

DECLARATION

We hereby declare that Company had applied for Loan against AKME Paradise III situated at Plot No. 234-235, Dewali Goverdhan Vilas, Udaipur 313002 from Rajasthan Marudhara Gramin Bank, Goverdhan vilas Branch, Udaipur and the Bank has duly approved the Loan and accordingly the company has received the Sanction Letter for the said facility.

FOR, AKME BUILD ESTATE LIMITED

RAMESH KUMAR JAIN
DIRECTOR

Date: 15.12.2017

Place: Udaipur

For AKME BUILD ESTATE LTD.

DIRECTOR

Encl: Sanction Letter Copy

Registered Office: 39, 2nd Floor Laxmi Niwas, Panjrapole, 2nd Lane, Gulalwadi, Girgaon, Mumbai

Mumbai City MH 400004 IN

CIN: U45201MH1995PLC273481

RAJASTHAN MARUDHARA GRAMIN BANK

Head Office, Credit Department

Letter No:-199

Dated: 09.06.2017

To,

Branch Manager

Rajasthan Marudhara Gramin Bank

Goverdhan Vilas, Udaipur

Dear Sir

Sanction of Term Loan of Rs. 200.00 lacs and renewal of OD limit of Rs. 200.00 lacs in favor of Akme Build Estate Ltd.

As per the subject mentioned above and loan proposal sent by you and recommended by Regional office, Udaipur through letter no dated 01.02.2017, HOCC has given sanction of following:

A. Sanction of :	
i.	Term loan of Rs. 200 lacs for construction of residential Housing project Akme Paradise III at Plot No. 234-35, Opp. Technoy Motors Service Centre, Nr. Jeevantara Resorts, Revenue Village Dewali, Govardhan Vilas, Udaipur at an estimated cost of Rs. 541.43 lacs with a door to door tenor of 39 months.
ii	Renewal of Cash Credit limit of Rs. 200 lacs sanctioned under SIB Mortgage Loan Scheme on the existing terms and conditions.
B. Confirmation of:	
	Branch action in having permitted transactions in the OD limit account beyond 30.10.2016

Note: Concession of 50% in processing charges was not approved by competent authority.

The detail Terms & Conditions are as follows:-

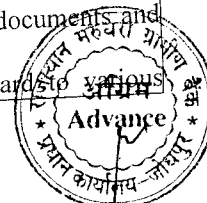
Region :- Udaipur	Branch :- Goverdhan Vilas
Name of the Scheme:	SME Saral Loan Scheme
Borrower's Name :	Akme Build estate Ltd
Constitution	Public Ltd.
Address of the Firm	Akme Business Centre (ABC), 4-5 Subcity Centre Savina Circle, Opp. Krishi Upaz Mandi Udaipur - 313002

Terms and conditions of Term Loan

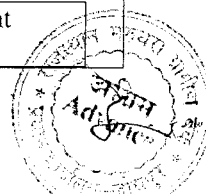
1.Facility	Term Loan of Rs. 200 lacs
2.Purpose	Construction and development of 30 residential flats Akme Paradise III at Plot no. 234-235 at Khasra no.654,660,663 to'669 village Dewali Goverdhan Vilas Udaipur.

2A. Pre-disbursement conditions: -

a.	Pre-disbursement inspection of the project site shall be conducted and adequacy of infrastructure facilities ensured.
b.	Credit opinion report from bankers of the Company, its promoters and other group companies shall be obtained before disbursement of the proposed loan. Resolution from the company to be obtained for obtaining loan, authority for execution of loan documents and authority for creation of mortgage etc. A copy of special resolution to be obtained from the company with regard to various Advance



	corporate Guarantees given by Akme Build Estate to group companies.	
c.	Prior to first disbursement, the promoters should have obtained prior permission from Govt./local Govt./other statutory authorities for the proposed project, wherever required.	
d.	An affidavit- cum- undertaking must be obtained from the borrower that they shall not violate the sanctioned plan, construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the executants to obtain completion certificate within three months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.	
e.	The borrower shall execute all necessary legally enforceable loan documents. Vetting of the same to be done as prescribed. Legal Title Search Report would be conducted for verifying that there are no prior charges (s) on the Company's assets in favour of Bank before disbursement of Loan and Valuation Report of the site / land, to the satisfaction of the Bank approved Empanelled lawyer/ Valuer to be submitted before disbursement and kept on record. A copy of the sanction plans of the building also to be obtained and kept on record before disbursement of the loan. It should be ensured before release of the facility that title deed of the project site/land is deposited with the bank for the purpose of creation of mortgage charge & valid mortgage/joint mortgage charge is created. Registration of the charge to be done with Registrar of Companies, within the stipulated time.	
f.	UIT approval for the entire project should be obtained before first disbursement.	
g.	The borrower shall open a current account at the branch. All transactions should be routed through this current account. The aforesaid account shall be operated and maintained by the borrower during the entire tenure of the facility. All costs, charges, and expenses in connection with aforesaid account shall be borne by the borrower. All the sale proceeds are to be deposited in this Current Account. This money shall be available to the Borrower for making expenses for their project and repayment of term loan and interest. In case of default by the Borrower in repayment of instalment and interest on the term loan, the bank shall have the right to debit the Account for realization of its dues. 40% of sale proceeds/advance booking money received from purchaser should be credited in loan amount. This amount should be set off against principle outstanding only. Recovery of processing charge and interest is to be done from borrower's margin/sources. Rest amount of sale proceeds will be available for use of borrower/builder. Advance booking money received till Rs. 50.00 lacs will not be treated for repayment purpose. All amount received from purchaser of flats above Rs. 50.00 lacs will be subject to 40% repayment in loan account. NOC will be issued for a flat only after 40% of sale deed value is received in loan account.	
h.	The Company will maintain equity (PUC and share premium) at the envisaged level before disbursement of TL.	
3. Rate of Interest	Currently 11.50% p.a. (Floating)	
4. Security- Primary	i. First exclusive charge by way of equitable mortgage of project land and all buildings thereon (present and future), standing in the name of the company admeasuring 10000 square feet, situated at at Khasra no.654,660,663 to 669 village Dewali Goverdhan Vilas Udaipur.	
	ii. First exclusive charge by way of hypothecation of current assets/fixed assets of the proposed project of the company, inclusive of all receivables, construction material, unsold constructed flats, etc. The constructed flats will be sold after obtaining NOC from Bank.	
	Equitable mortgage on this property to be registered at CERSAI within 30 days of creation of mortgage. Branch will ensure that the company files/modifies charge at ROC within 30 days of charge creation date.	
Guarantee	iii. Personal guarantee of promoter/ director of the company. Net worth as on 31.03.2016 has since been compiled on 01.02.2017.	
	S. No	Name of the Guarantor
	I	Shri Nirmal Kumar Jain
	ii	Shri Mohan Lal Nagda
	iii	Shri Ramesh Kumar Jain
	Net Worth (Rs. in lacs)	
	894.67	
	769.82	
	226.42	
5. Repayment	The Term Loan will be repaid as under in 8 quarterly instalments each of Rs. 25.00 lacs commencing from Dec2018 after a moratorium period of 17 months with a door-to-door tenor of 39 months. Interest is to be serviced as and when applied. Interest during moratorium period to be recovered. The details are as under: (Rs. in lacs)	
	Financial Year	Repayment (Per Quarter)
		Total Repayment (Per Annum)



	2018-19	25.00	50.00																																																						
	2019-20	25.00	100.00																																																						
	2020-21	25.00	50.00																																																						
	Total		200.00																																																						
The entire loan should be liquidated by Sep. 2020.																																																									
6.Upfront Fee	As per Circular																																																								
7.Commitment Charges	As prescribed																																																								
8.Prepayment Penalty	2% of the amount pre-paid, in part or full shall be levied. No pre-payment charges, however, shall be payable if the pre-payment is effected in any of the following events: a) At the instance of the Bank; b) From surplus cash accruals generated by the project with an advance notice of at least 30 days to the Bank; c) The prepayment is made on the interest reset date with an advance notice of 30 days to the Bank, if interest rate is not acceptable;																																																								
9.Disbursement	Disbursement will be made by way of direct payment to suppliers or shall be on reimbursement basis as per work completion certified by the Architect/Chartered Engineer and a certificate from Chartered Accountant of the company as to sources and uses of funds is submitted by the company to the satisfaction of the Bank. The disbursement shall be made as per progress of the project and in proportion to the promoter's contribution. Project DE ratio shall be maintained at the envisaged level at the time of disbursement stage by stage, it shall be ensured that disbursement should not be disproportionate to the progress of the project. Tentative Disbursement Schedule as per detail submitted in proposal is as follows: <table><tr><th>Details</th><th>Till Jan 2017</th><th>Q1 Jun 17</th><th>Q2 Sep 17</th><th>Q3 Dec 17</th><th>Q4 Mar 18</th><th>Q5 Jun 18</th><th>Q6 Sep 18</th><th>Q7 Dec 18</th></tr><tr><td>Promoters Contribution</td><td>230.0</td><td>30.0</td><td>10.0</td><td>10.0</td><td>10.0</td><td>0.0</td><td>1.4</td><td>0.0</td></tr><tr><td>Term loan from Bank</td><td>0.0</td><td>30.0</td><td>45.0</td><td>25.0</td><td>35.0</td><td>35.0</td><td>30.0</td><td>0.0</td></tr><tr><td>Sales / Bookings</td><td>0.0</td><td>0.0</td><td>0.0</td><td>0.0</td><td>0.0</td><td>0.0</td><td>25.0</td><td>50.0</td></tr><tr><td>Total</td><td>230.0</td><td>60.0</td><td>55.0</td><td>35.0</td><td>45.0</td><td>35.0</td><td>56.4</td><td>50.0</td></tr><tr><td>Debt / Equity</td><td>0.00</td><td>3.00</td><td>4.50</td><td>2.50</td><td>3.50</td><td>2.50</td><td>3.89</td><td>0.00</td></tr></table> Bank finance not to exceed 50% of the Gap after deducting advance against sales, creditors, govt. dues etc.			Details	Till Jan 2017	Q1 Jun 17	Q2 Sep 17	Q3 Dec 17	Q4 Mar 18	Q5 Jun 18	Q6 Sep 18	Q7 Dec 18	Promoters Contribution	230.0	30.0	10.0	10.0	10.0	0.0	1.4	0.0	Term loan from Bank	0.0	30.0	45.0	25.0	35.0	35.0	30.0	0.0	Sales / Bookings	0.0	0.0	0.0	0.0	0.0	0.0	25.0	50.0	Total	230.0	60.0	55.0	35.0	45.0	35.0	56.4	50.0	Debt / Equity	0.00	3.00	4.50	2.50	3.50	2.50	3.89	0.00
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Debt / Equity	0.00	3.00	4.50	2.50	3.50	2.50	3.89	0.00																																																	
10.Security Documents	As prescribed.																																																								
11.Insurance	As per the circular instructions issued from time to time the insurance policy should be taken out in the joint names of the Lenders (bank clause) at the cost of the company and all the policies, cover notes, premium receipts etc. should be deposited with the Bank. The firm shall obtain adequate insurance cover both during construction phase and operation phase and assign all insurance policies pertaining to the project in favour of RMGB.																																																								
12.Inspection	At monthly Intervals by any official of the branch.																																																								
13.Validity Period of sanction	12 months from the date of sanction.																																																								
14. Review of account	The account to be reviewed at least annually incorporating therein the actual cash flow vis-à-vis budget, physical and financial status of project. Applicable fees should be payable by the company.																																																								
15. Issue of NOC for transfer of property title to the buyer	Branch will issue the NOC for transfer of title of the property share in favor of the buyers on deposit of sales proceeds in the Term loan account after maintaining DE ratio of 0.86:1. However, title deeds of the property will not be handed over till the currency of Term Loan. In case such NOC is issued prior to complete disbursement of the term loan, sanctioned limit will be reduced proportionately.																																																								
16. Covenants	The Borrower shall also have to comply with customary covenants as prescribed such as, Financial covenants, Affirmative covenants by Borrower.																																																								

Negative Covenants, Additional Covenants, Information Covenants, RBI disclosure norms, as applicable, etc.

17. Other Conditions: -

i.	Branch should explore possibility of financing flats by our branches.
ii.	The cost of construction would be as curtailed /verified on the basis of a certificate from a Firm of Architects/CE empanelled with our Bank. Actual expenses incurred would be verified on the basis of a certificate from a Firm of C.A.
iii.	In the construction phase, monthly progress report will be submitted by the borrower which would have information, inter-alia, regarding number of units booked/ sold and advance/ full payment received there against.
iv.	The costs recorded in various agreements with the builder and the property/ flat/ owners will form the main basis for the validation of the cost of the project. Reasonableness of the cost will be ascertained from chartered engineer on the panel of the Bank/SBI.
v.	The total amount of Bank finance (as estimated from the projected cash flow/cash budget for the overall project) as well as the cumulative disbursement up to each stage of construction will be restricted to 50% of the gap after reducing from the total requirement of funds, the advance received from the buyers of flats, credit from suppliers, statutory dues, etc. The balance will be met by the promoters.
vi.	The Company would disclose in the Pamphlets /Brochures, Board at site etc. our Bank's name as lender to the project.
vii.	The Company would append the information relating to mortgage while publishing advertisement in newspapers / magazines etc.
viii.	The Company would indicate in their pamphlets / brochures, that it would be required No Objection Certificate (NOC) / permission of the mortgage bank for sale of flats / property, if required.
ix.	The bank shall have the power to engage the services of any other building contractors to complete the project in case the borrower does not take steps to get it completed.
x.	The promoter builder/developer is mandatorily required to adhere to National Building Code of India 2005 (NBC) formulated by The Bureau of Indian Standards on ongoing basis.
xi.	All other terms & conditions as set out in Bank's Policy on Commercial Real Estate will also be complied with.
xii.	The Company will execute consent clause for disclosure of information and data to "Credit Information Bureau India Ltd" (CIBIL) and any other agency/ institution..
xiii.	The branch will ensure registration in respect of mortgage of security(s) with CERSAI.
Xiv.	Branch will obtain opinion report from bankers' of group companies with regard to conduct of group companies or alternatively branch can obtain certificate from CA of group companies with regard to regularity of all loan accounts of group companies.
Xv.	Branch will obtain certificate from the borrower that level of unsecured loan will be maintained at level as projected and the unsecured loan will be subordinated to bank loan.
Xvi.	Branch should recover equitable mortgage charge as per guidelines issued.
Xvii.	Branch should ensure to recover CIBIL/Highmark charges of Rs. 2000 from borrower.

Terms and Conditions for OD:

1. Security:

Facility	Limits	Primary Security	(Rs. In lacs)
OD (Hyp)	200.00	Hyp. Of stocks, book debts and current assets	

2. Details of the Immovable property (Collateral Security):

Details of the property	Owned by	Relation with Unit / Borrower
I Residential resort/Farm house situated at Kh. No.1597, 1598, 1600/1159 1600m, 1602 village Chanbora Distt. Udaipur.	Coronation Castles Pvt Ltd.	Group Company



ii Residential resort/Farm house situated at Kh. No.7149/5376, 7150 5376, 5379, 5378, 7151/5377, 5376m, 7148/5376 village Chanbora Distt. Udaipur. Size 6850 Sq. Meters	Coronation Castles Pvt Ltd.	
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3. Personal / Third Party Guarantees: (Rs. In lacs)

Sl. No.	Name	PAN No.	Net Means	Opinion as on	Compiled on
I	Nirmal Kumar Jain	ADJPJ1116G	894.67	31.03.2016	01.02.2017
ii	Mohan lal Nagda	AAOPN7420K	769.82	31.03.2016	01.02.2017
iii	Ramesh Kumar Jain	ACAPJ1125D	226.42	31.03.2016	01.02.2017
iv	Kamlesh Jain	ADDPJ3356N	218.26	31.03.2016	01.02.2017
v	Praveen Kumar Jain	AASPJ5344A	263.57	31.03.2016	01.02.2017
vi	Bhupendra Kumar Jain	AACPJ5430F	371.15	31.03.2016	01.02.2017
vii	Ashish Kumar Jain	AEZPJ5899R			
viii	Anil Kothari				

Corporate Guarantee:

S. No.	Name.	PAN No.	TNW	As on	Compiled on
3.	Coronation Castles Pvt Ltd.	AACT1660Q		31.03.2016	
4. Interest Rate :	Effective 12.25% p.a., 2% relaxation was given in original sanction. Current applicable interest rate in scheme is 14.25.				
5. Margin (%)	40% of realizable value of the property				
6. Repayment :	NA				
7. Validity	12 months from the date of sanction.				
8. Inspection	Quarterly				
9. Stock Statement	Quarterly				
10. Insurance	As per circular no. ADV/88/2014 dated 11.09.2014				
11. Processing fee	As per circular no. Yozana/28/2014-15 dated 20.06.2014. Branch should recover processing charges from anniversary date of OD limit.				
12. EM Charges	As prescribed				
Penal Interest	2% in case of periodical interest is not served or limit expired or outstanding balance exceeds the limit or non compliance of Terms& Conditions of sanction..				
14. Documents	As per SIB Bandhak documentation.				
15. Others :	As per SIB Bandhak Loan Scheme of the bank.				

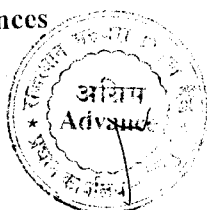
Yours faithfully,

Chief Manager, Advances

Letter No : Adv./200 Date: - 09.06.2017

Copy to: - Regional Manager, Regional Office, Udaipur, for information & necessary action

Chief Manager, Advances



[Handwritten signature]