

Detailed Terms and Conditions of Sanction:
Account M/s Srishti Builders, BO Kota IE

Nature	Fresh Term Loan of Rs. 9.00 Cr																																								
Amount	Rs. 9.00 Cr (Rupees Nine Cr. only)																																								
Interest	BR+2.50%+0.50% (TP) -0.50% i.e.12.10% pa presently subject to change from time to time as per RBI/HO guideline and credit risk rating of the borrower.																																								
Security Primary	Equitable mortgaged of all the residential flats constructed and to be constructed on project Land situated at Building namely 'ROYAL ARTENA', Plot No 658,1/2, Pratap Nagar, Dadabari, Chambal Garden Road, Dist.- Kota, (Raj). - A first charge on all book debts, Escrow Account, operating cash flows, receivables, commissions, revenues of whatsoever nature and wherever arising, of the firm, present & future <table><tr><th>Security Description</th><th>Ownership</th><th>Built up Area</th><th>Value</th><th>Basis for valuation</th><th>Date</th><th>Whether existing / fresh</th></tr><tr><td rowspan="2">Plot No. 658.1/2, Pratap Nagar, Dadabari, Chambal Garden Road, Dist.- Kota</td><td rowspan="2">Mr. Sanjay Khatri and Mr. Ajay Khatri</td><td rowspan="2">13000 Sq Ft (area of Land)</td><td>MV 14.70 Cr RV 13.25 Cr</td><td>VR of Hariom Gupta</td><td>02.02.16</td><td>Fresh</td></tr><tr><td>MV 13.00 Cr RV 12.00 Cr</td><td>VR of Manoj Associates</td><td>05.02.16</td><td>Fresh</td></tr></table>							Security Description	Ownership	Built up Area	Value	Basis for valuation	Date	Whether existing / fresh	Plot No. 658.1/2, Pratap Nagar, Dadabari, Chambal Garden Road, Dist.- Kota	Mr. Sanjay Khatri and Mr. Ajay Khatri	13000 Sq Ft (area of Land)	MV 14.70 Cr RV 13.25 Cr	VR of Hariom Gupta	02.02.16	Fresh	MV 13.00 Cr RV 12.00 Cr	VR of Manoj Associates	05.02.16	Fresh																
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Collateral	Extension of EM on Residential house No. 659, Pratap Nagar, Dadabari, Chambal Garden Road, Dist- Kota in the name of Sh. Sanjay Khatri, Sh. Ajay Khatri & Smt Vijaya Khatri having realizable value Rs. 12.00 Cr. as per valuation report dated 04.09.2015 of Sh. Hariom Gupta (This property is already charged in the Existing HL account to the borrower O/s Rs. 2.01 Cr) Hence Value available for the Proposed exposure to Srishti Builders for TL of Rs 9.00 Cr is Rs. 9.83Crore																																								
Personal /Corporate Guarantee	<table><tr><th>Name of Guarantor</th><th>Relationship with borrower</th><th>Net Worth as on 10.02.16</th><th>Immovable Property 10.02.16</th><th>Date of CR</th></tr><tr><td>Mr. Sanjay Khatri</td><td>Partner</td><td>11.22</td><td>14.95</td><td>17.02.16</td></tr><tr><td>Mr. Ajay Khatri</td><td>Partner</td><td>5.62</td><td>9.25</td><td>17.02.16</td></tr><tr><td>Mr. Additya Khatri</td><td>Partner</td><td>0.08</td><td>0.00</td><td>17.02.16</td></tr><tr><td>Mr. Anirudh Khatri</td><td>Partner</td><td>0.10</td><td>0.00</td><td>17.02.16</td></tr><tr><td>M/s Royal Infra Vision Pvt. Ltd.</td><td>Partner</td><td>2.39</td><td>0.00</td><td>17.02.16</td></tr><tr><td>M/s. Srishti Buildhome Pvt. Ltd.</td><td>Partner</td><td>0.80</td><td>0.00</td><td>17.02.16</td></tr></table>	Name of Guarantor	Relationship with borrower	Net Worth as on 10.02.16	Immovable Property 10.02.16	Date of CR	Mr. Sanjay Khatri	Partner	11.22	14.95	17.02.16	Mr. Ajay Khatri	Partner	5.62	9.25	17.02.16	Mr. Additya Khatri	Partner	0.08	0.00	17.02.16	Mr. Anirudh Khatri	Partner	0.10	0.00	17.02.16	M/s Royal Infra Vision Pvt. Ltd.	Partner	2.39	0.00	17.02.16	M/s. Srishti Buildhome Pvt. Ltd.	Partner	0.80	0.00	17.02.16					
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Insurance	Comprehensive insurance of all IPs for full value with 'Agreed bank clause' at borrower's cost to be obtained. The policies/cover notes or duly attested copies thereof will be obtained and placed on the records of the Bank.																																								

Repayment	Project Loan shall be repaid in 5 quarterly installments starting from December 2018. Interest to be recovered as and when levied. Installments shall be paid as follows:	
	Quarter	Amount (Rs in Cr)
	Quarter Ending December, 2018	1.50
	Quarter Ending March, 2019	1.50
	Quarter Ending June, 2019	2.00
	Quarter Ending September, 2019	2.00
	Quarter Ending December, 2019	2.00
	Total	9.00
Disbursement	Period of Draw Down	Amount (Rs In Cr)
	Quarter Ending March, 2016	1.80
	Quarter Ending June, 2016	1.25
	Quarter Ending September, 2016	0.75
	Quarter Ending December, 2016	0.60
	Quarter Ending March, 2017	0.60
	Quarter Ending June, 2017	0.50
	Quarter Ending September, 2017	0.50
	Quarter Ending December, 2017	0.50
	Quarter Ending March, 2018	0.70
	Quarter Ending June, 2018	0.90
	Quarter Ending September, 2018	0.90
	Total	9.00
	➤ The disbursement will be made in stages as per progress of the project. ➤ Before release of further installment end use of funds will to be verified by the branch officials and firm will submit CA certificate in this regard	
Penal Interest	2.00% above the normal rate to be recovered for the amount/default period of default.	
Name Plate	Bank's name plate to be prominently, displayed where the securities charged to the bank is kept.	
Escalations	The borrower shall meet such costs, if any, from its own sources and shall not ask for any additional term loan from the bank.	
Other Terms & Condition	The party should bring its contribution in proportionate to release of Term Loan.	
	An undertaking to be submitted by the Party not to off load/disinvest/dilute its capital below the margin amount during currency of our term loan facility.	
	Party to undertake to maintain level of capital/ unsecured loans of Rs.6.00 crore during currency of the loan.	

Additional Conditions:

1. All A/cs of the partners/Associate firms should remain regular all the time. Financial discipline be maintained
2. No concession in Rate of interest and bank charges will be allowed and all to be recovered as per bank extant guidelines.
3. Borrower to ensure timely completion of the project by the Group concerns without any cost overrun and any adverse features.
4. Borrower to ensure that approval for land conversion & utilization and the entire Project related necessary statutory approvals and clearances should be obtained.
5. Company/firm to undertake that interest free unsecured loans raised from friends, family members, relatives and Directors etc. will remain in the business on continuous basis and shall not be withdrawn during the currency of the loan and shall be subordinate to bank borrowings.
6. IPs mortgaged as collateral, got insured against the probable risk and copy of the insurance be held on record.
7. All banks' guidelines relating to such type of advances to be meticulously complied with.

8. CA Certified Balance sheet and statements of account will be submitted at regular intervals to verify the promoter's contribution.
9. Borrower to ensure that all the flats in the Project will be sold and the advance from customers as envisaged in the Project cost will be received during the construction period so that the Project will not require any additional funding from the bank at the later stage.
10. Since Promoters of the firm and of Developer companies of the Project are same, it should be ensured that there is no diversion of funds in the Promoter companies and other allied concerns of the firm.
11. The company to open an escrow account with PNB and ensure to route all its revenues, debtor realizations and other operating cash flows through the said escrow account. Further, if possession of flats is given to customers prior to the projected date, the sales proceeds of the same should be adjusted with the Term Loan account.
12. Firm should ensure that 60% share of the firm in the Revenue from sale of Flats is adequate to meet the entire cost and at the same time generate reasonable profit for servicing of bank dues.
13. The bank's Board should be displayed at the site and the bank should have the right of first refusal in respect of sale of the flats for housing loans.
14. Borrower to submit construction cost estimate from our bank's approved architect and shall ensure that same is in order with the estimates provided by M/s Prime Art Architects (P) Ltd. and also to ensure that no adverse features found therein. In case of any adverse feature found, the matter shall be brought to the notice of sanctioning authority and corrective steps initiated.
15. The funds of promoters and advance from customers to be ensured as per the estimations.
16. Company to bring 46% promoters contribution upfront and to submit CA Certificate to this effect. The balance of contribution will be brought in proportionately along with the disbursement of the term loan to maintain the projected Debt-Equity Ratio
17. Borrower should satisfy itself about the viability and marketability of the project.
18. Borrower to ensure that Bank/ RBI's all guidelines pertaining to residential real estate are meticulously complied with.
19. Borrower to obtain all the statutory approvals applicable for such type of project, including Consent of pollution Board in case of Residential Real Estate, NOC from Fire Department ,Approval of Water testing report and Power connection Load, required for project.
20. IPs mortgaged as primary shall be got insured against the probable risk and copy of the insurance be held on record.
21. CR on Associate & Allied concerns shall be obtained which should be satisfactory and accounts should be in standard category.
22. Promoters shall meet the shortfall in booking advance if any, from their own sources for timely completion of project

OVERALL TERMS AND CONDITIONS:

1. The builder/developer/Firm would disclose in the Pamphlets/ Brochures etc., the name(s) of the bank(s) for which the proposed property has been mortgaged.
2. The builder/developer/Firm would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers / magazines etc.
3. The builder/developer/Firm would indicate in their pamphlets/ brochures, that they would provide No Objection Certificate (NOC)/ permission of the mortgage bank for sale of shops/property, if required.
4. The unsecured loan shall be subordinated to the bank's term loan.
5. All necessary statutory and other approvals are to be obtained by the firm from time to time
6. The Firm will buy misc. fixed assets and there accessories only from reputed suppliers at competitive prices
7. The borrower shall deal with our bank exclusively, shall not open current account/s with any other bank without our prior permission and shall route all sale transactions through accounts with our bank. The borrower's entire business relating to their activity including deposit, bills, foreign exchange, merchant banking etc. should be restricted only to our bank.
8. No commission to be paid by the borrowers to the guarantors for guaranteeing the credit facilities sanctioned by the Bank to the borrowers. An undertaking to this effect is to be obtained from the borrowers as well as guarantors.

9. The borrower to furnish to the branch the required financial information, on the prescribed Performa, within 10 days/ or within the specified period, as specifically permitted, to enable the branch to submit quarterly review sheet or PMS (wherever applicable) to the Bank's higher office.
10. Borrower shall pay upfront fee, documentation charges, TL review charges, Inspection charges and other charges as per Bank's Scheduled Charges.
11. The borrower shall not undertake expansion/diversification/modernization (except those investments accepted in CMA data) without obtaining prior permission of the bank and without proper tie-up of funds. Similarly, no investment shall be made in associate/allied/ group concerns without prior bank permission.
12. Corpus fund brought in by principal shareholders/directors will not be allowed to be withdrawn without the Bank's permission.
13. The Bank shall have the right to withdraw or modify all/any of the sanctioned conditions or stipulate fresh conditions, under intimation to the borrower. Borrower shall undertake to give their acceptance to these stipulations.
14. In case the borrower commits default in the repayment of loan/advance or in the payment of interest thereon or any of the agreed installments of the loan on due date, the bank, CIBIL and/or Reserve Bank of India will have an unqualified right to disclose or publish the names of the society and its members as well as guarantor on defaulters in such manner and through such medium as the bank/RBI/CIBIL in their absolute discretion may think fit.
15. Margins/rates of Interest are subject to revision from time to time at the sole discretion of the Bank.
16. **TL is to be reviewed annually and review charges shall be recovered as per bank guidelines.**
17. The Bank or its authorized officials or other representatives will have the right to carry out periodical inspection or examine the books of accounts of the borrower and to have their factories/offices/assets inspected from time to time by officers of the Bank and/or outside consultants and the expenses incurred by the Bank in this regard will be borne by the borrower.
18. During the currency of bank's credit facilities, the borrower shall not, without the prior approval of the Bank in writing :
 - a. Create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, borrower, firm or persons.
 - b. permit any transfer of the controlling interest or make any drastic change in the management set up;
 - c. Divert/ utilize Bank's funds to other sister/ associate/ group concerns or for purposes other than those for which the credit facilities have been sanctioned;
 - d. Raise any loan from any other financial institution/ bank without bank's prior written permission.
 - e. Give guarantee to any other bank/ financial institution.
19. The Bank shall charge penal interest under the following circumstances :
 - a. Default in repayment of Term Loans installments/ interest.
 - b. Non-submission/delayed submission of financial information as per discretion of the bank.
 - c. Non-submission of information under the Quarterly Information System/ Quarterly Monitoring System (QIS/QMS) after 10 days from the close of the quarter concerned.
 - d. Non/delayed submission of review proposal with audited Balance Sheet, CMA data and statement of assets and liabilities of the guarantors after 10 months from the date of sanction.
 - e. Default in observance of borrowing covenants/terms and conditions of the sanction.
 - f. Any other eventuality/situation to be decided by the bank.
20. The borrower shall execute all necessary legally enforceable loan documents, as per bank's guidelines. Documents will be drafted/vetted by banks' counsels at borrower's cost. In case of Corporate/society borrower, necessary resolution will require to be passed by the Board/shareholders. All the loan documents are to be get vetted from the local approved advocate/solicitor, **first before their execution and again after execution** but disbursement of the loans may be effected.
(Certificate from bank's approved counsel confirming proper and valid execution of documents/ securities to be obtained by the bank to be kept on record)

21. Any third party liability coming on the bank due to wrong information/detail given by the borrower will be his/her responsibility.
22. The valuation of IP shall be got done once in three years to be ensure that valuation of IPs is realistic and IPs are marketable.
23. The borrower should also undertake that in case of takeover of the account by other bank, pre-payment charges @ 2% shall be paid by the firm.
24. Declaration must be obtained from the borrower to the effect that all statutory dues including PF, ESI, sales tax etc. have been fully paid and firm to ensure that no such dues are in arrears, the proof of payment of dues as aforesaid, duly verified from the original receipts, be submitted and placed on record.
25. All the primary and collateral securities shall be insured in joint names with bank clause as per bank guidelines at borrower's cost.
26. Bank's name plate, evidencing hypothecation of security/assets to be prominently displayed where the securities charged to the bank are kept.
27. Borrower shall give acceptance of terms & conditions as per letter of sanction which will form part of documentation and be placed on bank records.

For Punjab National Bank



Auth Signatory

I accept all the T&C and undertake as per above

Borrower
31.03.2016