

LETTER OF ARRANGEMENT

[To be issued in Duplicate] [To be stamped as an Agreement]

M/s UNITED BIOENERGY PRIVATE LIMITED

Registered Office Address: 1701 A-Wing Sai Tirth Tower Siddharth Nagar Kopri, Thane East, Thane 400603.

Administrative Office: Plot No. M-32 MIDC Area Nagapur, Ahmednagar 414111.

Factory Address: Gat No.177, Nivrutti Nagar, Dhalewadi P.O. Shirol BK, Tal. Junnar, Dist. Pune 410406.

Mobile No.: 9921740574; 9921394008; 9820715865

E-Mail ID: cbg@unitedbioenergy.co.in

SBI/MIDC-ANGR/RMSME-2/2022-23/115

Date: 23.09.2022

Dear Sir,

COMMERCIAL ADVANCES: SANCTION OF CREDIT FACILITIES

With reference to your application dated **15.07.2022** for requesting us for **sanction of fund based working capital and term loan limit** and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in **Annexures A, B, C, D & Annexure-1:**

		[Rs. in Crores]	
SL	FACILITY	LIMIT	
A] FUND BASED LIMITS :		Existing	Proposed
a	Cash Credit	0.00	0.70 @
b.	Term Loan	0.00	16.57 #
Total of Fund Based Limits		0.00	17.27
B] NON-FUND BASED LIMITS:			
a.	--	--	--
b.	--	--	--
Total of Non-Fund Based Limits		--	--
TOTAL LIMITS		0.00	17.27

[Please furnish particulars of inter-changeability between limits, if any]



bank.sbi
0241-2775850
0241-2775851

एम.आय.डी.सी. शाखा,
पी - ११, एम.आय.डी.सी.,
ता. नागर जि. अहमदनगर

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MIDC Branch,
P - 11, M.I.D.C., Tal. Nagar,

@ Cash Credit facility has been sanctioned as working capital limit for manufacturing of compressed biogas.

Term Loan of Rs. 16.57 crores including Foreign LC limit of Rs. 1.21 crores for setting up of compressed biogas plant.

Conditions / Stipulation:

1. Execution of Registered Supply Agreement between United Bioenergy Private Limited and Shri Vighnagar Sahakari Karkhana Ltd with 60 days from the date of sanction.
2. Agreement / Arrangement for shortfall in procuring raw materials press mud to the tune of 14500 tones to be made by way of agreement.
3. Commercial Agreement for procurement of CBG by IOCL to be executed before documentation.
4. Equity of Rs. 4.75 crores (i.e. 50% of total promoters contribution) should be brought upfront before first disbursement of Term Loan.
5. Unsecured Loan of Rs. 4.68 crores should be maintained in the business till the currency of loan. The USL should be non-interest bearing and to be subordinated to Bank's debt.
6. Pledge of Shares will be done within 75 days from the date of documentation through Security Trustee.
7. Suppliers' Opinion Report will be obtained by the Bank in respect of plant and machineries before documentation.
8. Lenders Independent Engineer (LIE) will be appointed to oversee the project and LIE will submit quarterly report on the project.
9. Change in machineries has to be vetted by the TEV Consultant for efficacy and sufficiency before documentation.
10. Cash Credit limit will be released after commencement of commercial operations only.
11. Verifications of the Quotations from the Suppliers will be done before documentation.
12. Current Accounts with other Banks to be closed before disbursement of the loan. Opening new current or other accounts, with Banks' outside the lending arrangement without obtaining Bank's NOC, would amount to an event of default and will be dealt with accordingly.
13. All sales to be routed through the Escrow Account.
14. Debt Service Reserve Account (DSRA) equivalent to 3 months instalments and interest to be created before commencement of repayment of term loan.
15. Asset and liability statement as on 31st March to be submitted annually to the Bank.
16. All other conditions applicable for SATAT scheme including Bank's instructions to the complied with.



We are forwarding this letter in duplicate along with Annexure A, B, C, D & Annexure-1 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 Annexure 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,


CHIEF MANAGER

Encl.: Terms and Conditions - Annexure A, B, C & D.



TERMS AND CONDITIONS
ANNEXURE - A

(1) SECURITY:

LIMIT	PRIMARY SECURITY	COLLATERAL SECURITY	
		DETAILS	PERSONAL / THIRD PARTY GUARANTEE
Cash Credit of Rs. 0.70 crores	First charge & hypothecation of all current assets of the unit / firm created out of bank finance.	Pledge of 51% of Equity Shares of United Bioenergy Pvt. Ltd. i.e. 2550 shares having face value of Rs. 100/- each amounting to Rs. 2,55,000/-	i. Mr. Vikas Dashrath Pansambal ii. Mr. Ramesh Houshinath Pokharkar
Term Loan of Rs. 17.00 crores including import LC of Rs. 1.21 crores	Registered Mortgage of all that piece and parcel of factory land & construction thereon at Gat No.177, Nivrutti Nagar, Dhalewadi P.O. Shirol BK, Tal. Junnar, Dist. Pune 410406 in the name of United Bioenergy Pvt. Ltd. having adm area of 12,300 sqm. Boundaries: North: Gat No.200, 202 & 203 South: Gat No.179 East: Gat No.176 West: Gat No.182 & Canal & Hypothecation of Plant and Machineries purchased out of bank finance.		iii. Mr. Uday Sampat Patil

(2) PERIOD OF ADVANCE & REPAYMENT TERMS:

Cash Credit: Repayable on demand. The facility which has been sanctioned on **22.09.2022** is available for **12 month** from that date, subject to renewal **annually**, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.



Term Loan: The facility which has been sanctioned on 22.09.2022 is available for 6 months from that date, subject to review every 12 months, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.

The term loan is sanctioned for construction of factory and purchase machineries. The term loan is to be repaid in 138 months including moratorium period of 18 months from the date of first disbursement. Below is the repayment schedule for the sanctioned limit:

(Amount in INR)

Month	Installment Amount	Number of Installments	Total Amount Paid
September 2022 to February 2024	Moratorium Period	18	Nil
March 2024 to January 2034	14,16,667/-	119	$119 * 13,80,834 = 16,43,19,246/-$
February 2034	14,16,627/-	1	$1 * 13,80,754 = 14,16,627/-$
	Total	138	16,57,00,000/-

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.

Commitment charges, as applicable, shall be payable in case of non-utilization of sanctioned limits.

Pre-payment charges, as applicable, shall be payable in case of pre-payment of Term Loan installments.

(3) RATE OF INTEREST:

Cash Credit:

Interest shall be charged on the outstanding(s) in the accounts opened in respect of the aforesaid credit facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion on the basis of any internal credit rating accorded to the Borrower or otherwise at the rate of **2.50%** spread above the **EBLR (External Benchmark Based Lending Rate (External Benchmark i.e. RBI's Repo Rate plus Spread other than Credit Risk Premium, decided by the Bank))** which is presently **8.05% p.a.** and thus the present effective rate of interest being **10.55% 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 Margin and the **EBLR** at its discretion. Depending on variation of **EBLR** and Margin, the effective rate of interest shall vary periodically, and the borrower shall be liable to pay the effective rate of interest. Where interest is charged by the Bank at a concessionary rate because of the credit facilities being granted by the Bank to



the borrower under the Interest Subsidy Scheme or any other scheme(s) formulated by the Government and/or RBI and/or any other authority from time to time, the Borrower agrees, declares, confirms and affirms that in the event of withdrawal, modification and/or variation of such scheme(s), the concessionary rate or rates of interest shall stand withdrawn and the usual rate or rates of interest applicable at the material time to such credit facilities shall become effective and the Bank shall become entitled to charge such rate or rates of interest and the Borrower shall pay to the Bank on demand the difference between such concessionary rate or rates and the usual rate of interest of the Bank applicable at the material time to such credit facilities and such difference shall become due and payable by the borrower to the Bank from the date the withdrawal, modification and/or variation of such scheme(s) become effective.

Term Loan:

Interest shall be charged on the outstanding(s) in the accounts opened in respect of the aforesaid credit facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion on the basis of any internal credit rating accorded to the Borrower or otherwise at the rate of **2.50%** spread above the **EBLR (External Benchmark Based Lending Rate {External Benchmark i.e. RBI's Repo Rate plus Spread other than Credit Risk Premium, decided by the Bank})** which is presently **8.05% p.a.** and thus the present effective rate of interest being **10.55% 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 Margin and the **EBLR** at its discretion. Depending on variation of **EBLR** and Margin, the effective rate of interest shall vary periodically, and the borrower shall be liable to pay the effective rate of interest. Where interest is charged by the Bank at a concessionary rate because of the credit facilities being granted by the Bank to the borrower under the Interest Subsidy Scheme or any other scheme(s) formulated by the Government and/or RBI and/or any other authority from time to time, the Borrower agrees, declares, confirms and affirms that in the event of withdrawal, modification and/or variation of such scheme(s), the concessionary rate or rates of interest shall stand withdrawn and the usual rate or rates of interest applicable at the material time to such credit facilities shall become effective and the Bank shall become entitled to charge such rate or rates of interest and the Borrower shall pay to the Bank on demand the difference between such concessionary rate or rates and the usual rate of interest of the Bank applicable at the material time to such credit facilities and such difference shall become due and payable by the borrower to the Bank from the date the withdrawal, modification and/or variation of such scheme(s) become effective.

The Bank shall be entitled to charge at its own discretion such enhanced rate of interest on the account(s) either on the entire outstanding or on a portion thereof as it may fix for any irregularity including non-observance or non-compliance of terms and conditions of the advances or any change in the credit rating of the



borrower, for such period as the Bank deems it necessary and charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies.

Borrower shall be deemed to have notice of change in the rate of interest when the changes are notified at/ displayed at the branch or published in a newspaper or in the website of the Bank or made through the statement of account or by debit to the loan account.

Bank shall at any time and from time to time be entitled to vary the margin based on the Credit Risk Assessment of the borrower and the EBLR at its discretion.

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.

Application of interest in respect of Agricultural advances shall be in line with the harvesting seasons.

(Interest rate link to internal CRA/CUE rating of the unit which is come to PF-05 based on Projected Balance Sheet 31.03.2025).

Charges for Non Fund Based facility:

BG Issuance Charges	Not applicable
LC Opening Charges	1.60% p.a. for PF-05 rated unit

LC Charges will be recovered in multiple of months for the actual period of LC liability outstanding in Bank's books, with a minimum period of one month. For this purpose, broken month will be treated as full month for recovery of commission.

Charges for Issuance / Commitment/ Enhancement of value / Extension of validity.	0.08% per month and part thereof. Minimum Charges Rs. 2,000/-
Usance Charges	0.07% per month and part thereof. Minimum Charges Rs. 2,000/-
Amendment other than extension of Validity or enhancement of Value of Credit / Tenor of the Usance Period.	Rs. 2,000/- per amendment message.
Increasing Value of Credit	LC opening charges for the increased amount to be recovered. Minimum charge of Rs. 500/-
Extension of Period (Including Revolving LCs)	LC Opening Charges for the period it will be extended. Minimum- Rs. 5000/-
Revolving LCs	Same as per LC Opening charges. (Applicable to the amount of reinstatement each time)
Other amendments apart from extension in period or increase	Flat commission of Rs. 500/- on each amendment.



in value of LC	
Transferable Letters of Credit	Rs. 1000/- per transfer except when the name of the beneficiary is changed under instructions from opening Bank.
Advising LCs	Flat Rs. 2000/- per instance
Advising Amendments	Rs. 750/- per advice / instance
Adding Confirmation	As applicable to LC opening charges
Acceptance Charges	An acceptance charge of 0.35% on the bill amount with a minimum of Rs.1000/- and a maximum of Rs 50000/- for bills lodged which are drawn under Bank's own LC.
Retirement of Bills under Inland LC	0.30% of the bill amount with max. of Rs. 30,000/-
Non-payment/ non-acceptance of Demand/ Usance Bills of exchange on presentation/ on due date	0.20 % of bill amount. Minimum Rs. 1000/-
Out of Pocket Expenses	No out of pocket expenses such as postage, telegrams, telex, cable charges shall be collected from the beneficiary unless otherwise specified.
Guaranteeing Discrepancy in Documents negotiated under LCs	If payment received under reserve and credited to beneficiary account - 0.35% of the amount of bill with a Min of Rs. 3,000/-
Clean Payment received under LC	Flat charge of Rs. 1000/-

ENHANCED/PENAL INTEREST

- i) Enhanced/ penal rate of interest as applicable/decided by the bank from time to time 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 / FFR etc.,
 - c) Delayed/non-submission of stock statements
 - d) Non-renewal of insurance policy(ies)
 - e) Diversion of Funds
 - f) Adverse deviation from stipulated level in respect of various parameters
- ii) Enhanced / Penal rate will be charged on the excess drawings in case any irregularity / breach of the Bank's extant instructions /guidelines applicable from time to time. Enhanced / Penal interest will be compounded monthly.
- iii) The Bank shall also be entitled to charge at its discretion, enhanced / penal interest rates on the accounts either on the entire outstanding 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.

Details of other charges: Excluding GST

Sr No	Item	Charges (Excluding GST)*	Applicable Charges
1	Upfront Fee (For Term Loan)	For all term loans other than Micro units: 1. CRA SB 1 to SB 4 / CUE 1 to 4 - 0.90 % of the Loan amount 2. CRA SB 5 to SB 7/ CUE 5 to 7 - 1.10 % of the loan amount 3. CRA SB 08 to SB 10 / CUE 08 to CUE 10 : 1.10 % of loan amount 4. CRA SB 11 & below and unrated/ CUE 11 and below: 1.40 % of loan amount.	Rs. 18,70,000/- + GST
2	Processing Fee (For Working capital)	Cash Credit: For PF-05 rated unit the applicable charges is 0.30% of loan amount	Rs. 21,000.00 + GST
3	Annual review charges (for Term Loan)	20% of the upfront fee as per applicable card rate (on the outstanding) or For outstanding amount of <=Rs 50 crore: Maximum of Rs. 2.00 lacs.	As applicable
4	Facility Fee (For Working capital)	0.12% of the limit for PF-05 rated unit.	Not applicable
5	Revalidation of Sanctions (WC & TL)	50.00% of the applicable Processing charges/ Upfront fee charges	As applicable
6	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 from the promoter's equity/contribution. b. No prepayment charges if repaid at the time of reset of interest. c. Amount prepaid from any other sources will attract charges of 2% on the principal prepaid (Including takeover from any other Bank).	As applicable
7	Commitment	a. If the average utilization is more than	As applicable



	Charges:	<p>75%: No charges</p> <p>b. If the average utilization is between 50-75%: 0.25% p.a. to be recovered on entire unutilized portion on a quarterly basis.</p> <p>c. If the average utilization is less than 50%: 0.50% p.a. on entire unutilized portion on a quarterly basis.</p> <p>d. Term Loans (Delay Drawdown): 0.50% p.a. for delayed draw down beyond 2 months from the due date on the amount due for disbursement as per disbursement schedule but not disbursed, for the period of delay</p>	
8	Inspection Charges	<p>Limit Rs. 1 crore to 5 crore</p> <p>Within same Municipal Limits: Rs. 110/- per lac p.a. Min. Rs 15000/- p.a Max. Rs. 25000/- p.a.</p> <p>For Outstation units : Actual expenses Rs 10000/- subject to a minimum of Rs. 25000/- p.a.</p> <p>Limit above Rs. 5 crore within same municipal limit and outstation : Actual expenses Rs 10000/- subject to a minimum of Rs. 30000/- p.a.</p>	As applicable
9	Documentation Charges	<p>a. For loans above Rs. 1 crore & upto Rs. 5 cr : Flat fee of Rs.11000/-</p> <p>b. For loans above Rs. 5 crore: Flat fee of Rs. 22000/-</p> <p>c. For loans above Rs. 50 crore: Flat fee of Rs.50000/-</p>	As applicable
10	Registered Mortgage Charges	<p>Per borrowing entity with limits up to Rs. 5.00 crs : Rs. 5000/-</p> <p>Above Rs. 5.00 crs : Rs. 10,000/-</p>	As applicable
11	Change in Terms and Conditions / Change in Project / Items of Machinery	0.05% of the limit, minimum Rs.3000/- max Rs. 200000/- plus applicable GST	As applicable
12	Irregularity in Cash Credit/Term Loan Account	Cash Credit: Continuously irregular for a period beyond 60 days: 5.00 % per annum on the irregular portion for the period of irregularity	As applicable
13	Non submission of Renewal Data,	Non-submission of renewal data 30 days before the due date for renewal of limits:	As applicable



	including Audited Balance Sheet	Flat Rs 50000/- up to the due date of renewal & flat Rs 100000/- 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: (i) Delay of one month :NIL (ii) Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted.	
14	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
15	Diversion of Funds (in Mandatory Negative covenants)	2.00% p.a. on the entire outstanding (over and above the aggregate penal interest of 3% p.a) till such time the position is rectified.	As applicable
16	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
17	Service Charges for providing Credit information reports	Rs. 1000/-	As applicable

* Any other Charges as per scheme or as per the guidelines issued by Bank time to time.

(4) MARGINS:

	ITEM	MARGIN (IN ... %)
A	FUND BASED LIMITS	
a	Raw Materials : Imported	25.00%
b	Raw Materials : Indigenous	25.00%
c	Semi-Finished Goods	33.00%
d	Finished Goods	25.00%
e	Components / Consumables / Spares	25.00%
f	Receivables (Cover period 90 days)	30.00%
g	Export Packing Credit	--



i	Term Loan	31.92%
B	NON-FUND BASED LIMITS	
a	Letters of Credit	25.00%
b	Bank Guarantees	--

(5) TENOR / RETENTION PERIOD OF BILLS: 90 days

The cover period of **90 days** for Receivables would be extended only in respect of buyers other than associate / sister concerns. Receivables beyond **90 days** will not be reckoned for computing Drawing Power. Drawing Power will also not be available on unpaid stocks.

(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.

"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 Primary / collateral securities should be insured to the Project Cost/Market/Insurable Value of the security. The insurance policy preferably to be obtained through the insurance company where bank have a tie up arrangement.

(As per request made waiver of insurance of the primary security has been proposed separately to respective authority)

(7) CREDIT GUARANTEE COVER: Not applicable

- [a] Pre-shipment Credit, if any, will be covered by the Bank under the Individual Packing Credit Guarantee (IPCG) of ECGC, with premium payable by debit to your account.



- [b] Post-shipment policy of ECGC with buyer-wise limits for non-L/C exports to be obtained by you at your cost, if applicable.
- [c] ECGC officials have the right to inspect the Unit, if considered necessary.
- [d] Credit Guarantee under CGTSI Scheme to be covered, wherever applicable.

(8) STOCK STATEMENTS:

Statements of Stocks / Receivables hypothecated / pledged to the Bank are to be submitted regularly at **monthly** intervals as on the last day of every month before the **20th** of the following month / within **20 days** from the date of stock statement and / or whenever there is a large variation in stocks / Book Debts and also as on the date of the Balance Sheet **(31st March)**. The statement should not include stagnant / obsolete / rejected stocks. Bills / Sundry Debtors outstanding beyond cover period should be shown separately in the statement. Sales and purchases figures for the month are to be reported. The details of unpaid stock with value should be shown separately. The Stock Statement should be signed by the authorized signatory. Suitable books / registers of the stock position are to be maintained at the factory / business premises.

The Stock Statement should invariably contain complete particulars of stocks, debtors (along with complete address), creditors, usance L/Cs opened, etc. It is essential that the outstanding borrowings at all times are fully covered by the value of security hypothecated, less the stipulated margins to be reckoned as per valuation of inventory given under Para 11 below. If at any time, the Drawing Power yielded by the stocks, debtors, etc., held by you falls below the amount borrowed; such excess drawings shall be adjusted forthwith. Partywise / agewise details for each bill raised shall be submitted on a monthly basis for computation of Drawing Power against Book Debts. Further, the level of Creditors / Acceptances over and above the accepted level will be deducted while computing Drawing Power.

(9) 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.

However, periodicity for inspection is Monthly by Bank Official: CSO/ RM SME / Branch Head.



(10) VALUATION OF INVENTORY:

ITEM	TO BE VALUED AT
Imported Raw Material	Landed cost (i.e., invoice value plus Customs Duty but excluding Sales Tax and demurrage, if any) or market price, whichever is lower
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

(11) SECURITY DOCUMENTS:

The following security documents shall be executed by you and the Guarantors:

- a. Agreement Loan cum Hypothecation
- b. Guarantee Agreement
- c. Any documents as may be required by the Bank

(12) OPEN TERM LOAN: Not applicable

The following Terms and Conditions, amongst others, shall apply in respect of Open Term Loan Facility if any, sanctioned to you by the Bank:

- (a) The loan has been considered for the following genuine commercial purposes in line with the regular business activity of the Unit:
 - (i)
 - (ii)
- (b) The said facility is to be availed within **NA months** from the date of sanction (currency of sanction). If the limits are not availed & utilized or only partially availed & utilized within **NA months** from the date of sanction, the limit or unutilized portion of the limit, as the case may be, will lapse and shall, therefore, not be disbursed.
- (c) The total amount that would be disbursed will not exceed the overall limit sanctioned under this facility and multiple withdrawals also may be permitted only within the currency of sanction.
- (d) Every disbursement under this facility shall be made on receipt of a written request from you within the currency of sanction and release shall be subject to scrutiny of basic financial information.
- (e) The Bank shall be free to treat each disbursement as an individual loan or limit for accounting or any other purposes.
- (f) The period of repayment will commence from the date of the first drawdown for each sub-limit or loan in the facility.
- (g) The Bank may club together the repayment of the instalments of different sub-limits or loan disbursed and may be done on a month end / calendar quarter end, etc.



- (h) In the event of multiple disbursements, the Bank shall stipulate the repayment instalments for each purpose of drawal.
- (i) At the end of the currency of sanction, the Bank may combine and constitute all sub-limits or loans as one limit or loan by re-arranging or re-scheduling the repayment schedules in such a manner that the maximum period of repayment shall not exceed **NA**.
- (j) The letters exchanged between the Bank and you shall form an integral part of the security documents and shall be annexed to the General Agreement for Term Loan / Agreement of Loan-cum-Hypothecation.
- (k) The primary security shall be hypothecation of the machinery purchased out of the Term Loan and the collateral security shall be



TERMS & CONDITIONS
ANNEXURE - B

- (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 are effective 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 favor of the Bank within a period of two months from the date of this letter, an enhanced interest of **1%** on the outstanding 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 installments 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 installments 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. **Suitable stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank.**
- (p) **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.
- (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 favor 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) In respect of Working Capital Limits / Total exposure of **Rs. 10.00 crore and above, FFR-I (Financial Follow-up Report)** should be submitted at quarterly intervals within **52 days** from the close of relative quarter. **FFR-II (Half-yearly Operating Statement)** should be submitted at half-yearly intervals within **67 days** from the close of the relative half-year. Non-submission of the statements will be construed as non-compliance of the covenants.
- (t) A charge of **Rs. NIL** will be levied per branch allocation in respect of limits allocated to other branches of the Bank.
- (u) In respect of creation / extension of **Registered Mortgage** in respect of property offered as collateral security to the Bank, a charge of **Rs. 10,000 + GST** will be levied.
- (v) Processing charges as applicable **(0.30% of loan amount i.e. Rs. 21,000.00 + GST)** on the Working Capital limits sanctioned will be charged annually or at the time of renewal, whichever is earlier.
- (w) 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.
- (x) Next **Renewal / Review** of the above facilities is due on **21.09.2023**. The Unit is required to submit financial data one month before the due date.
- (y) In respect of Term Loans, enhanced rate of interest is payable under the following circumstances:
- (i) Non-payment of interest / installments
 - (ii) Cross default
 - (iii) Adverse deviation by more than 20% from stipulated level in respect of any two of the following items: (i) Current Ratio, (ii) TOL / TNW and (iii) Interest Coverage Ratio.
- (z) In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be covered under the Group Insurance Scheme.
- (aa) In case of a Company being the borrower, the following terms are applicable:
- (A) 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:



- (i) Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
- (ii) Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
- (iii) 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.
- (iv) Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
- (v) Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.
- (vi) Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.
- (B) 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 **Form 8 and Form 13**, 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.

(ab) During the currency of the Bank's credit facilities, the **Unit / Guarantors will not, without the Bank's prior permission in writing:**

- (i) Effect any change in the Unit's capital structure.
- (ii) 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.
- (iii) Formulate any scheme of amalgamation or reconstruction.
- (iv) 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.
- (v) Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.
- (vi) Undertake guarantee obligations on behalf of any other company, firm or person.
- (vii) 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.
- (viii) Effect any drastic change in their management setup.
- (ix) Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.



- (x) Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.
- (xi) 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.
- (xii) Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
- (xiii) Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.
- (xiv) **Open any account with any other bank. If already opened, the details thereof is to be given immediately and a confirmation to this effect given to the Bank.**

(ac) The following particulars / documents are to be furnished / submitted to the Bank:

- (i) Permanent Account Number (PAN) of each Borrower / Guarantor and Corporate Identity Number (CIN) in the case of companies.
- (ii) Passport Number and other details including photocopies.
- (iii) 3 self-attested photographs of the Borrower and Guarantors.
- (iv) Location / site-map of immovable properties with important landmarks.
- (v) Names and addresses / occupations of all the legal heirs of Borrower and Guarantors.
- (vi) Details of properties not charged to the Bank

(ad) Cancellability Clause:

"Notwithstanding anything contained hereinabove, we 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 are 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

(ae) Frequent Dishonor 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 dishonor of cheque/failed ECS (debit) due to insufficient funds is observed in the account.

(af) 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. **Yearly**.



(ag) 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.	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 20 th of the following month.
2.	FSMTL-1 FSMTL-3 (In case of term loan facility)	Quarterly Half Yearly	By the 20 th of the following month.
3.	Audited Annual Statement of Account	Yearly	Within 6 months of close of financial year.
4.	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.
5.	Any other information as may be desired by the Bank from time to time.	As may be required by the bank.	

(ah) 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 **half yearly intervals, the expenses of which shall be borne by the borrower.**

(ai) 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.**

(aj.) (a). In the event of default in repayment of any monies or in the performance or breach of any terms or obligations, the Bank and / or the Reserve Bank of India or any other authorized agency will have an absolute discretion or unqualified right, power and authority to disclose or publish your name(s) and other details in such manner as they deem fit;

(b) The authorized agencies e.g. CIBIL, etc., may use, process, publish or furnish for consideration or otherwise the information disclosed and /or data or products prepared by them to any person, any to other credit granters and that you shall not raise any dispute whatsoever in that behalf in all respects and to all intents.



(ak). 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

(al) I. I/We hereby agree and give consent for the disclosure by the bank of all or any such information and data relating to me /us information relating to my/our obligation in any banking facility granted/to be granted to me/us by the bank as borrower /guarantors and in case of default ,if any, committed by me/us, in discharge of my /our obligations ,as the State Bank of India may deem appropriate and necessary ,to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL) and any other agency authorized in this behalf by RBI.

II. I/We undertake that CIBIL and any other agency so authorized may use and process the said information and data, disclosed by the bank, in the manner as deemed fit by them .They may also furnish for consideration the proposed information and data or products thereof prepared by them, to banks or financial institutions and other credit guarantors or registered users, as may be specified by the RBI in this behalf.

(am) 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 assistant 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.

(an) The Borrower agrees that upon the account of the Borrower being categorised 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 MCLR 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".

(al) Other critical Covenants

1. The unit has to submit affidavit from the Directors (Section 6 D) that he/she is not related to any member of Bank's Board/Senior Officer of the Bank/Member of any other Bank's Board.



2. Stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors / unsecured lenders should be submitted to this effect to the Bank.
3. Other statutory terms and conditions governing the sanction and conduct of the advance are applicable other than the covenants mentioned in the proposal.
4. The Banks charge should be noted with appropriate authority on primary & collateral security.
5. All necessary statutory approval / permission from local / govt. bodies to be submitted time to time.



TERMS AND CONDITIONS
ANNEXURE - C

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/MBAOR
- (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, unless expressly permitted otherwise, 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 share holding 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 utilize the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines and terms of sanction.

M13. Promoter's shares in the borrowing entity should not be pledged to any Bank/NBFC/Institution without our prior consent.

M14. Only for Term Loans (> Rs 50 crores) - Covenants (in relation to the under noted 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 three parameters vis-a-vis values as approved by the sanctioning authority in the sanction note at the following rates. 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 deviations	
		Up to 5%	NIL
DSCR	1.25		
Interest Coverage Ratio	1.75	> 5% & up to 10%	25 bps p.a.
FACR	1.25	>10%	50 bps p.a.

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 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 securitize the assets charged and in the event of such securitization, 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.



TERMS AND CONDITIONS
ANNEXURE - D

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 call up the facilities sanctioned.

MN1. Formulation of any scheme of amalgamation or reconstruction or merger or demerger.

MN2. 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.

MN3. 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.

MN4. 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).

MN5. Issuing any guarantee or Letter of Comfort in the nature of guarantee on behalf of any other company (including group companies).

MN6. 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.

MN7. Create any charge, lien or encumbrance over its undertaking or any part thereof in favor of any financial institution, bank, company, firm or persons.

MN8. 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).



MN9. 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.

MN10. 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.

MN11. 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).

MN12. Transfer of controlling interest or making any drastic change in the management set-up including resignation of promoter directors (includes key managerial personnel).

MN13. 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.

MN14. 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.

MN15. Payment of commission to the guarantor(s) for guaranteeing the credit facilities sanctioned by the Bank.

We accept
On 23.09.2022

Borrower/s

Guarantor/s



ADDENDUM TO ARRANGEMENT LETTER

This is an integral part of loan agreement executed by **United Bioenergy Private Limited** on **23.09.2022**.

i. Term Loan of Rs. 17.00 crores:**a. Repayment Schedule: (Likely drawdown)**

Due Date	Principal
September 2022 to February 2024	Nil
March 2024 to January 2034	Rs. 13,80,834.00
February 2034	Rs. 13,80,754.00

Interest to be paid as and when applied.

b. Frequency of Repayment: Monthly**c. Moratorium period for payment of principal and/or interest**

Moratorium for	Moratorium Period	Start Date	End Date	Date of commencement of Repayment
Principal	12 months	March 2024	February 2034	March 2024
Interest	Nil	September 2022	February 2034	September 2022

d. Example of SMA/NPA Classification:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit / overdraft	
SMA Sub-Categories	Basis of classification - Principal or interest payment or any other amount wholly or partially overdue for a period of:	SMA Sub-Categories	Basis of classification- Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Example:

If due date of a loan account is March 31, 2022, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2022. If it continues to remain overdue, then this account shall get tagged as



SMA-1 upon running day-end process on April 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2022.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 upon running day-end process on May 30, 2022, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2022.


Chief Manager



Accepted.

Borrower (s)

Date: 23.09.2022



PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S) / DIRECTOR (S)

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PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)

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Note: Self attested passport size photographs of the Borrowers and the Guarantors to be affixed