

**EXTRACT PROCEEDINGS OF _____ MEETING OF THE BOARD OF
DIRECTORS OF _____
_____, LTD., HELD ON _____ AT _____.
AGENDA NO. _____ -**

RAISING LOAN OF RS. _____ FROM POWER FINANCE CORPORATION LTD.

“Resolved that the Company do accept the offer of Power Finance Corporation Ltd. (PFC) to provide to the Company financial assistance of Rs. _____ in terms of its sanction letter No. _____ and formally convey the same to PFC”.

“Resolved further that the Company do execute the agreements, Power of Attorney, undertakings, deeds of hypothecation (draft copies of which have been initialed hypothecation (draft copies of which have been initialed by the Chairman for the purpose of identification and as token of documents having been circulated to the Board), and also any further agreements, documents, deeds and/or undertakings as may be necessary for availing of the said financial assistance and any disbursement (s) interim disbursement(s)”.

“Resolved further that Shri _____ and Shri _____ of _____ be and are hereby severally authorized to agree to and accept any changes and modifications in the terms and conditions contained in the said letter of sanction and Memorandum of Agreement and to accept and execute any amendments to any deeds, documents and other writing including the Agreement as and when necessary”.

“Resolved further that the company do accept to secure the loan by creating a charge on assets (Movable/immovable) situated/located at of the company in favour of PFC”.

“Resolved further that Shri _____ and Shri _____ Directors be and are hereby authorized severally to execute such deeds, documents and other writings as may be necessary or required for the purpose aforesaid”.

“ Resolved further that the loan sanctioned by PFC shall be secured by creation of charge in favour of PFC on the assets(Movable/immovable) of the Company situated at _____/ by Guarantee to be issued by the State of _____.

“Resolved further that _____ *shall not make/adjust the payment of interest or repayment of state Govt. loan due to it until such time that the liability in regard to payment of interest and repayment of loan due upto date to the Corporation, is fully paid.*

- i. _____ *shall not sell/transfer or abandon the project at any stage in any manner whatsoever without prior written consent of the Corporation.*
- ii. In case of sale/ transfer/ abandonment of the project or assets, _____ shall pay to the Corporation, the entire outstanding dues in one installment or in a manner as may be agreed between the Corporation and the Borrower before such transfer is effected.
- iv. The loan from PFC shall be in addition to the state’s budgetary support committed for the project as per the approved annual plan provision.

“ Resolved further that the Common Seal of the company be affixed on the , security documents, and any other documents, as may be required by PFC in the presence of _____and _____(Directors and the Company secretary shall sign the same in token thereof.”

“Resolved further that the Company do specifically note and confirm that unless and until the Memorandum of Agreements is/are entered into by the Company with PFC after compliance by the Company of all the requisite formalities and conditions to the satisfaction of PFC, the letter of sanction does not give rise to any binding obligation on the part of the PFC nor is PFC under any obligation or commitment to advance any moneys to the Company”.

Certified True Copy

For_____

(Company Secretary)

Name:_____

Seal:_____