

## FACILITY LETTER

File No: - 3283413

04th March, 2021

Borrower: PEARL LIESURE PRIVATE LIMITED

Co- Borrower: ZAKIRHUSSAIN ISMAIL DAUVA &amp; MUKHTAR HUSAIN DAUVA &amp; ISMAILBHAI MAMJIBHAI DAUWA &amp; AKBARALI ISMAILBHAI DAUWA &amp; PRIT PATEL

Guarantor: NA

Address: GF, SHANGRILA GRAND, OPP.DIVYADHAM OPP. RAMDEV MASALA, CHANGODAR AHMEDABAD 382213

Sub: Your application for a Loan against Property from Standard Chartered Bank

Dear Sir / Ma'am,

We are pleased to offer/ continue extending the facility/ ies to you as follows subject to the principal terms and conditions set out below and Overleaf:

Sanctioned amount	85278185/- (Rupees Eight Crore Fifty Two Lacs Seventy Eight Thousand One Hundred Eighty Five Only")
Purpose of loan	Close - Re Open
Type of loan	LAP
Loan Tenor	133 Months
Interest type	Variable
Interest Rate	Repo Rate + 5.15 %p.a. (variable); (Current Repo Rate is 4 %)
Interest Reset	Quarterly
Sanction letter validity	45 days from date of issuance, to be extended at the sole discretion of Standard Chartered Bank
Monthly Installment	` 1022589/-
Total Processing Fee	` 0/- (including applicable goods and services tax)
Processing fee paid	` 0/-
Balance fee payable at the time of disbursal	` 0/- (including applicable goods and services tax)
Security : Collateral	PEARAL HOTEL OPP DIVYADHAM ASHRAM SARKHEJ BAWLA HIGHWAY ROAD NR RAMDEV MASALA CO CHANGODAR AHMEDABAD 382213
MRTA Financing	Not Applicable
Amount of Insurance premium financed	` NIL
HHP Financing	Applicable
Amount of Insurance premium financed	` NIL
Maximum Loan	45% of the market value of the property or the approved amount whichever is lower
Type Of Property	COMMERCIAL
Property Address	PEARAL HOTEL OPP DIVYADHAM ASHRAM SARKHEJ BAWLA HIGHWAY ROAD NR RAMDEV MASALA CO CHANGODAR AHMEDABAD 382213
Repayment Date	Loans disbursed between 1st-15th of the month: 1st of next month Loans disbursed between 16th-25th of the month :10th of next month Loans disbursed between 26th-
Collateral Insurance	Mandatory throughout the tenor of the loan
AMC (Home Saver only)	Not Applicable

## Special Conditions (as applicable)

1. Disbursal of the proposed loan Subject to Legal & Technical clearance of the property being offered as collateral ( As per the norms of the Bank)
2. Disbursal of the proposed loan subject to all internal checks being positive.
3. The interest rate is valid for only 30 days from the date of sanction.
4. Proposed loans to be cross linked with running LAN 51982862.

Please sign this letter as a token of your acceptance of the terms and conditions mentioned above and overleaf and give us a signed copy of this letter. Please feel free to call us at our Phone banking help-line 39404444/ 66014444 for any clarification or assistance. For Standard Chartered Bank



Business Banking LAP - Facility Letter Terms and Conditions

1. Collateral Insurance - Borrower to insure residential/commercial property offered as security for its full value, during the tenor of Facility, at its cost. Bank clause should be added to the insurance policy, during the tenor of the Facility with the Bank. Original insurance policies to be provided to the Bank for its record.

Borrower to ensure renewal of Insurance policy on the commercial property and residential property during the currency of Facility with the Bank. Borrower also authorizes the Bank to renew such insurance debiting the repayment account (i.e. the account from where the EMIs are being repaid) and / or loan account. For this purpose, the ECS or Standing Instruction Form submitted by the borrower for EMI debits will be used. In case, the Borrower opts to provide insurance policy, such policy should be submitted to the Bank prior to expiry of the insurance otherwise the Bank will purchase such insurance policy on customer's behalf debiting Borrower's account and such policies will not be canceled if at any future date the Borrower submits any effective insurance policy document.

Please note noncompliance with this clause would attract penal interest of 2% over and above the contracted rate.

2. The Facility shall attract prepayment charge\* (on outstanding amount) of 4% upto 24 months since onboarding, 2% between 25-60 months since on boarding, and 0% post 60 months since on boarding + applicable Goods and Services Tax on the principal outstanding to the Borrower in the event of:
  - Repayment by the Borrower to the Bank of any amount ahead of previously agreed repayment schedule or tenor or terms or dates of repayment or renewal as contained in the Facility Letter; or
  - The Borrower's not availing of the Facility or any part thereof within 45 (Forty-Five) days from the date of its grant.
  - No Part / Full pre-payment fees applicable on floating rate loans to individuals.

The Facility does not permit preclosure in the first 6 months of loan setup.

3. The Facility hereby offered / extended or continued to be extended is further subject to:
  - Terms and conditions stated herein and in the Loan Agreement executed by you insurance hereof of which this letter shall form an integral part once the Loan Agreement is executed by you ;
  - Periodic review by the Bank for deciding continuance of any or all of the Facility;
  - you being liable to pay the fees, costs, charges, levies, taxes, expenses, stamp duty, penalty incurred by the Bank in relation to the Facility and the execution and enforcement of documentation in relation to the Facility.

This Facility is solely for the purpose stated in the application form and the Facility agreement. If in the opinion of the bank, this condition is being, or has been violated, the Bank reserves the right to demand repayment and to withdraw the Facility. Usage of the Facility for trading on the stock market, gambling, chit fund or any other activity notified by any laws, regulatory authorities or by the bank as a restricted activity is strictly prohibited.

4. This letter and further documentation pursuant hereto is to be construed in accordance with Indian laws and a dispute arising out of the Facility or any documentation or security in relation to the Facility shall be subject to the jurisdiction of the courts/ tribunals at the place of the branch where the Facility is granted by the Bank and enjoyed by the Borrower and in the event of the Facility being transferred to a branch at any other place, then such other place where the Facility is transferred or resides for the time being.
5. This letter is being issued in duplicate. We request you to return, in confirmation of your acceptance, a copy here of duly signed by you along with the duly executed documents as stated in the disbursement checklist attached hereto to the Bank.
6. At the discretion of the Bank, you have the option of changing your Interest type from fixed to variable or viceversa and facility from Home Saver to LAP; provided you pay 1% of the principal outstanding at the time of exercising the option.
7. If you do not pay or are late in paying any EMI, the bank will report the nonpayment to the Credit Information Bureau India Ltd. or any other credit information company. This will have an adverse effect on your credit rating and may affect your ability to obtain credit from other banks and financial institutions.
8. If an "Event of default" (as defined under the loan agreement) happens, you will be asked to pay penal Interest @24% per annum or such other rate of Interest as decided by the Bank.
9. You will also be liable for cheque / ECS / SI bounce charges @ ₹495 plus applicable taxes (or rates communicated by the Bank from time to time) for each such instance of dishonour.
10. The Interest Rate applicable is a summation of the External Benchmark Rate and other customer specific charges, viz 'Spread' at the time of origination and thereafter. The Spread between your variable rate of interest and External Benchmark Rate will be determined by factors such as credit parameters (expected losses, quality of collaterals, credit risk rating, risk profile of the industry/sector, tenure premium, account behaviour-financial, bureau / conduct, etc ) and Business Strategy parameters (risk weight assets, market competition, operating costs, embedded options in the loan products, priority sector lending assets qualification and account plan, market liquidity, etc ). The Spread can be revised downwards. However the credit risk premium may change when Borrower's credit assessment undergoes a change which may result in upward revision of the spread. Apart from this, other components of Spread (Business strategy including operating cost) can be increased once in three years only.
11. Semi Fixed Interest rate – If the loan agreement states that semi fixed interest rate applies to your Facility, the Interest Rate will remain fixed for the period mentioned in this Sanction Letter from the date of the first disbursement of the Facility Amount, as per the terms contained in the loan agreement and schedule thereto. On completion of the period mentioned, the Interest Rate will become floating for the rest of the tenure of the loan. Interest Rate applicable to you post completion of fixed tenure would be effective on or before the 2nd working day of the calendar month, succeeding the month in which the fixed period is over. On expiry of the fixed period, your Facility will be linked to the External Benchmark Rate applicable as published on the Bank's website on the date of expiry of the fixed period plus the Spread communicated to you in this sanction letter. Subsequent to that, the Interest Rate will be reset in the manner provided in clause below.

Your floating interest rate is linked to the External Benchmark Rate. The External benchmark is the benchmark rate for lending products in the Bank. The External Benchmark Rate will be published monthly on the Bank's website at [www.sc.com/in](http://www.sc.com/in).

The Interest Rate applicable on the date of first disbursement of the Facility shall be applicable to your Facility. The Interest Rate will be reset every 3 months to be calculated from the month of first disbursement of the Facility. The reset date is linked to the date of publication of the External Benchmark Rate by the Bank on its website. You understand that the Interest Rate applicable on the date of first disbursement of the Facility



publication of External Benchmark Rate by the Bank on its website. You understand that the interest rate prevailing on the date of first disbursement of the loan will be applicable till the next reset date, irrespective of the changes in the External Benchmark Rate during the interim.

Since the External Benchmark Rate will be reset 3-monthly any revision in this rate has an impact on your interest rate. For the purpose of illustration only:

	Client A	Client B	Client C
Date of first disbursement	5th Oct 2019	28th Oct 2019	3rd Nov 2019
Reset date	7th Jan 2020	7th Jan 2020	7th Feb 2020

This sanction letter is valid for 45 days from the date of issuance of the same. A new sanction letter will be issued by the Bank at its sole discretion after the expiry of the validity of this sanction letter.

Any Interest Rate re-pricing can have an impact on the approved tenor of the Facility or EMI or both. The Bank will vary the tenor of the Facility, if the Facility is re-priced. The Bank also reserves the right to vary the EMI if the tenor conditions are not met. you can call Phone banking helplines for requesting a change in amount of EMI.

The change in the External Benchmark Rate will cause a change in the Interest Rate applicable to the facilities availed by you. This information shall be available on [www.sc.com/in](http://www.sc.com/in)

If the External Benchmark Rate of the Bank (mentioned in the front of sanction letter) moves upwards/downwards within validity period of the sanction letter and prior to first disbursement of the Facility, the Interest Rate will get revised accordingly. For such loans, fresh sanction letter will not be issued for processing the Facility within the validity period of the sanction letter. The Bank may at its sole discretion, review the terms and conditions on which the loan facility is sanctioned

12. Please note that applicable Goods and Services Tax will be charged on all service charges and fees excluding interest on loans.
- GST will be levied at the applicable rates in force on all taxable supplies with effect from a date to be notified by the government.
  - Once GST is implemented, it will be levied at the applicable rates in force on foreign currency conversion. For the purpose of determination of value of in relation to supply of foreign currency, including money changing, the following table should be used:

Transaction Amount	Value of Service on which GST to be paid.
Less than or equal to INR 1,00,000	1% of the transaction amount, subject to minimum of INR 250/-
Greater than INR 1,00,000 and less than or equal to INR 10,00,000	INR 1000 + 0.5% of the transaction amount
Greater than 10,00,000	INR 5,500 + 0.1% of the transaction amount, subject to maximum of INR 60,000/-

The GST at appl cable rates would be levied on the value calculated as per above table

13. I/We agree to inform you when there is any change in investment in plant & machinery for manufacturing enterprises or investment in equipment for service enterprises. In case of no communication from my our side, you can presume there is no change in the investment. The following paragraph will apply to you only if you are offered Home Saver:
14. Home Saver Annual Fee of up to 1% of the Loan Outstanding (Loan account Closing balance as per Home Saver Statement), will be charged every year in the month in which the loan was disbursed and on the amount outstanding as at the end of that month. The charge will be annual in nature and will be charged for the subsequent 12 months.
15. Linkage setup for Home Saver on system may take a minimum of 7 working days from the date of loan disbursal. all benefits on account of Home Saver will accrue only post linkage of Home Saver facility to the loan account.
16. Home saver Interest benefit calculation: The percent of deposit balance which will be considered for interest offset will be as per below grid (effective 1st July 2019):

Deposit Bands	*Deposit balance eligible for interest benefit
Deposit balance is < 50% of total loan outstanding	100%
Deposit balance is 50-75% of total loan outstanding	85%
Deposit balance is >75% of the total loan outstanding	75%

17. The salient features of 'The Interest Subvention Scheme for Incremental credit to MSMEs 2018 as introduced by the Ministry of MSME' are as follows: -
- The Interest Subvention Scheme for Incremental credit to MSMEs 2018 as introduced by the Ministry of MSME is applicable for Incremental term loan or fresh term loan or incremental or fresh working capital extended during the current financial year viz. from 2nd November 2018 and next financial year ('said Scheme')
  - The said Scheme is valid till 31st March 2020
  - Loan applicant would be eligible for refund of 2% of up to 1 CR of incremental loan (Up to 2 lakhs annually)
  - Only GST registered MSME Customer with a valid Udyog Aadhar Number (UAN) and valid GSTN Number are eligible for the said Scheme Refund is applicable only for MSME's into manufacturing and services, traders would not be eligible to avail the benefit Fresh or incremental term loan or incremental or fresh working capital up to a maximum of INR 100 Lakhs would be eligible under the said Scheme MSMEs already availing interest subvention under schemes of the state/center government or for pre- shipment or post-shipment credit under department of Commerce will not be eligible under the said Scheme.

- The loan account should not have been declared NPA before availing of benefit under said Scheme.

Yours faithfully, *Ravi*  
 16/5/19  
 For and on behalf of Standard Chartered Bank  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_

ACCEPTED BY BORROWER  
 Place: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 INDIVIDUAL(S) AS BORROWER

Name	Signature

**SOLE PROPRIETARY FIRM AS BORROWER**

For and On behalf of \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_

(Sole Proprietor)

**PARTNERSHIP FIRM AS BORROWER**

For self and as a Partner of \_\_\_\_\_  
 By the hand (s) of: \_\_\_\_\_

Name	Signature as an Individual	Signature as Partner

To be signed two times, firstly as an individual and secondly as partner of the firm]

**LIMITED COMPANY AS BORROWER**

**For and On behalf of :**

Signature : \_\_\_\_\_  
 Name(s) : \_\_\_\_\_  
 Designation(s)/ Title(s) : \_\_\_\_\_

**(Authorized Signatory/ ies)**

Common Seal

Common Seal of \_\_\_\_\_ Limited is hereunto affixed pursuant to the resolution passed in a duly convened meeting of its Board of Directors held on \_\_\_\_\_ and in presence of its officials as below who have set their respective hands hereto in witness thereof

Name:	Designation/Title:	Signature: