

महाराष्ट्र MAHARASHTRA

O 2023 O

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प्रधान सुद्रांक कार्यालय, **मुंबई** प.स्.ति क. ८००००**९**

19 DEC 2023

सक्षम अधिकारी

श्रीमही सुषमा चव्हाण

Meser Kaduskin R.M

FOR MYRA INFRASTRUCTE .

March

Partner

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महाराष्ट्र MAHARASHTRA

O 2023 O

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प्रधान मुद्रांक कार्यालय, मुंबई प.म्.वि.क्र. ८००००१

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FOR MYRA INFRASTRUCTUR.

Kadukia L.M.

Partner

FOR MYRA INFRASTRUCTUR.

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ARRANGEMENT LETTER (SME-1)

MYRA INFRASTRUCTURE 1002, Shree Vila, 17 Wadia Street,

Tardeo, Mumbai - 400034

CBVP/RMRE/23-24/108

Dear Sir,

SANCTION OF CREDIT FACILITIES

With reference to your letter dated 05/12/2023 requesting for sanction of credit facilities and subsequent correspondence, for sanction of Project Specific Cash Credit for part financing the construction of project 'Aryam' being constructed at Plot Bearing Survey No. 969 at Ward no. C-3018-23, Street no. 21-29, Popatwadi Road, Kalbadevi Road, District-Mumbai, 400002.

we are pleased to advise that appropriate authority has sanctioned/approved following credit facilities as on 30.12.2023 subject to the terms and conditions mentioned in the Annexure(s):-

Sanction of Project Specific Working Capital Limit of Rs.7.00 Cr having door-to-door tenor of 5 years 11 months including a moratorium period of 3 years 4 months for construction a) of project Aryam at Kalvadevi road, Mumbai

Rs. in Crores

Date: 08/01/2024

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Facility	Existing	Proposed	Change
Fund Based			
Project Specific Working Capital Limit under Builder Finance - Project named "Aryam" at Girgaon.	0.00	7.00	7.00
Total FB	0.00	7.00	7.00
NFB Limits		-	-
TOTAL LIMITS	0.00	7.00	7.00

For MYRA INFRASTRUCTUR. Partner		For MYRA INFRASTRUCTUR. Foundable Partner	
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure	
(Borrower)	(Borrower)	(Borrower)	

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2. The following approvals have also been accorded by the competent authority as per the terms and conditions set out in Annexure 'l' to 'lll' including security and pricing in addition to the special terms and conditions enumerated below:

a)	The Rate of Interest for proposed Project Specific Working Capital Limit of 12.15% p.a.
	(i.e., 3.00% above EBLR) for SB-06 rated borrower.
b)	The upfront fee is calculated on applicable rate of 1.20% on Project Specific Working
	Capital Limit plus GST for SB-06 rated borrower.
c)	Appointment of LIE for the project for the disbursement phase with quarterly intervals.
	Further in addition of the above, we note to conduct the Stock & Receivable audit at Half
	Yearly basis as per the Bank's guidelines for Builder Finance for Residential Housing
	Projects (BFRHP).
d)	Company has to maintain FACR at 1.88 at all times during the currency of the Loan.

3. Conditions:

- (a) RERA Collection account to be opened with our Bank and to be updated on RERA site.
 Existing RERA accounts with other Bank to be closed within 60 days of first disbursement.
 (b) Promoters Contribution should be brought in line with envisaged cash budget. Any
- (b) Promoters Contribution should be brought in line with envisaged cash budget. Any shortfall in the booking advance will be brought in by promoters from their own sources.
- (c) DSRA to be maintained as per cash flow submitted by the firm.
- (d) Disbursement shall be made in line with physical progress of the Project supported by LIE certificate and CA Certificate.
- (e) DP will be reduced by Rs.4,842/- PSF of construction area for the particular flat during issuance of the final NOC.
- (f) Project to be approved with SBI for Housing and first right of refusal of the prospective buyer of the Apartment in the Project shall rest with our Bank.
- (g) CIR on associates to be obtained before disbursement.
- (h) Any shortfall in advance from customers or cost overrun is to be funded by the promoters.
- (i) The Company should obtain prior NOC from Bank before registering / selling any flats in the Project and APF is mandatory for that. The company has to return a copy of the NOC acknowledged by the purchaser.
- (j) USL will not be permitted to withdraw during tenure of the loan.

4. Special Conditions (For Strict Compliance)

a) The Company should not open any Current Account with Non-Lender Banks without prior approval from the lending banks. Opening New current account/ 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.

Any Current account already operated with Non-Lender Banks should be closed

For MYRA INFRASTRUCTUR. For Partner	r MYRA INFRASTRUCTUR. Kardenkia R. Martner	 MYRA INFRASTRUCTUR. Forunkalah Partner	
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	

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	immediately.
c)	Any act of the borrower in opening or continuing an account without the permission of the existing lending banks will be treated as an act of "Willful Default". Merely bringing it to our attention and thereby assuming tacit permission will not be acceptable.
d)	The Company should suitably hedge the Unhedged Foreign Currency Exposure (UFCE). Bank will be recovering charges for the Unhedged Portion in line with the guidelines of RBI from time to time.
e)	The Company to intimate in writing to the bank, 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)/ Director(s) lose(s) the citizenship of India or acquire(s) the citizenship of any other country, in writing to the Bank, immediately.
f)	The Borrower and Guarantor(s) to give consent for verification/ cross checking of Income Tax Returns/ Balance Sheet etc., filed by them with Income Tax and other authorities, if need be, as part of the due diligence, as per the attached specimen in Annexure – VI & VII.
g)	Quarterly progress report to be submitted in respect of the project detailing the progress in construction, expenditure incurred, loan disbursement availed, details of sales, position of receivables etc.
h)	Project is to be adequately insured before disbursement of the loan by way of Contractors All Risk Policy, preferably by SBI General Insurance.
i)	Sworn affidavit of Asset & Liability statement of guarantors to be submitted on annual basis with documentary evidence of the assets.

The sanction is subject to detailed terms and conditions set out in the annexure(s) including security and pricing, which forms part of the sanction and additional conditions detailed as below:

1. The credit facilities sanctioned to the Company should be utilized exclusively for genuine Term Loan requirement and with no diversion of fund for other purpose.

2. The sanction is valid up to 6 months from date of sanction i.e. till 29.06.2024. Please acknowledge the sanction letter at the earliest to avoid revalidation of sanction and other Kaderkia R-M related charges.

3. The Company should endeavor to furnish the audited balance sheet as at 31st March by 30th September every year to enable us to complete the review exercise. In case of noncompliance, a penal rate of interest will be charged on the entire outstandings.

- 4. The Company shall furnish undertakings for disclosure of information to RBI/ CIBIL/ any other agency in the standard format, prescribed by the bank/ RBI in this regard. (As per Annexure-V).
- 5. The borrower unit hereby agrees that it shall not induct on its board a person whose name appears in the list of willful defaulters and in case such person is found to be on its board, it would take expeditious and effective steps for removal of such person from its board. It is further agreed that in the event of failure of the borrower unit to remove a person whose name is found in the list of willful defaulters from the board, the Bank may at its sole discretion treat the same as an event of default and may call up the advance or the facilities as granted by the Bank.

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(Borrower)	(Borrower)	(Borrower)

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- 6. The Borrower/Guarantor(s) hereby acknowledge and agree that in the event of default on their part in honoring the guarantee hereby provided for repayment of the Bank's dues, despite having sufficient means, the Bank shall be entitled to proceed against us to declare us as 'Willful defaulter' in accordance with guidelines/instructions issued by RBI from time to
- 7. The Borrower declares, affirms, confirms and covenants that the Borrower is noting default under any notification issued from time to time on the subject of utilization of fly ash and fly ash based products by the Government or Statutory or Regulatory Authorities and shall comply with all such notifications, more specifically, notification no. S.O. 2804 (E) dated 3rd November 2009 of Ministry of Environment and Forests, Government of India and amendments thereto. The term fly ash, in terms of the aforesaid notification of Ministry of Environment and Forests, means and includes all ash generated such as Electrostatic Precipitator(ESP) ash, dry fly ash, bottom ash, pond ash and mound ash. The said notification inter alia provides for use of fly ash, bottom ash or pond ash in manufacture of bricks and in other construction activities including fly ash based products in construction activities and specifications for use of fly ash and fly ash based products.
- 8. 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 assistance granted or to be granted to a group of 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 holding Company or associate Company or a joint venture or any other similar establishment in which the Company is having control, influence or substantial interest.
- 9. Borrower hereby declares and confirms that no proceedings under any of the provisions of the Income Tax Act, 1961 including but not limited to proceeding for default in compliance with the provisions of said Act/ rules/regulations thereunder or proceeding for recovery of tax/ interest/ any other amount or any such proceedings that might be construed as pending/ completed under Section 281 of the said Act are initiated, contemplated or pending against the Borrower for the time being and that no notice has been issued and/or served on the Borrower under Rule 2, 16 or 51 or any Rule of the Second Schedule to the said Act or under any other law and there are no other pending show cause notices or attachments whatsoever issued or initiated against the immovable/ movable properties secured or otherwise or any of them or any part thereof. Borrower/Guarantor will apply for a clearance certificate for the same from respective IT Dept. and submit the acknowledged copy to Branch.

- 10. The Directors of the Company should also agree and give consent for the disclosure by the Kodbellia R.M bank of all/ any such
 - a. Information and data relating to the Company or its Directors.
 - b. The information or data relating to any credit facility availed of / to be availed by the Company or its Directors.
 - c. Default, if any committed by the Company or its Directors in discharge of its/ their such obligation, as the bank may deem appropriate and necessary to disclose to Credit Information Bureau of (India) Limited (CIBIL) or any other agency authorized in

Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)
For MYRA INFRASTRUCTUR.	FOR MYRA INFRASTRUCTUR. Kadaekia R.M	MYRA INFRASTRUCTUR.

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this behalf by the Reserve Bank of India.

- d. The CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank(s) in the manner as deemed fit by them; and
- e. The CIBIL and any other agency so authorized may furnish for consideration, the processed, specified by the RBI in this behalf.
- 11. There is no obligation or commitment on part of State Bank of India (Bank) to advance any money till such agreements are executed nor shall this communication be construed as giving rise to any binding obligations on our part. Bank reserves the right to amend any or all of the terms and conditions hereof including reduction or cancellation of all or any of the credit facilities sanctioned herein at its sole discretion.
- 12. Please pass necessary board resolutions in conformity with availing the above limits and forward a copy of the resolution certified as true copy for our records along with this sanction letter duly acknowledged by the authorized officials of the Company.
- 13. The charges created in favour of the bank should be properly registered with the registrar of Companies (ROC) within 30 days from the date of creation as prescribed by the Company
- 14. The Company shall furnish information about credit facilities enjoyed from the banking system as required under the RBI Circular letter dated DBOD No.BP.BC.46/08.12.001/2008-09 dated 19.09.2008.
- 15. Unhedged Foreign Currency Exposure (UFCE): As per RBI guidelines in respect of UFCE, the Company should provide self-certified UFCE certificate at the end of every quarter and certified by the chartered account as on March every year. Also, the incremental provision/ capital borne by the bank, if any, in respect of your Company will be recovered from you as per RBI guidelines in this regard from time to time.
- 16. The Company should make efforts to submit all relevant data well in time i.e.at least two months prior to the review of term loan limits.

17. Term Loan facility will also be governed by the Bank's Standard Covenants as furnished in the annexure(s).

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18. Please arrange to remit the upfront charges of Rs.8.40 lakhs+GST, and other charges as applicable at the earliest.

For MYRA INFRASTRUCTUR. For	MYRA INFRASTRUCTUR. Kadeekia R. Partner	For MYRA INFRASTRUCTUR. Forumkaddu
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
(Borrower)	(Borrower)	(Borrower)

CB Vile Parle (4115)

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5. Other Terms and Conditions:

The above limits are as per the terms and conditions set out in Annexure(s) from I to XII including security, and pricing, in addition to the special terms and conditions enumerated below:

- a) Facilities may be availed on satisfactory completion of under noted formalities:
 - i) Submission of Board Resolution for availing of credit facilities and affixation of common seal on security documents.
 - ii) Execution of necessary security documents in favour of the Bank.
 - iii) Creation of Registered mortgage of immovable properties offered as primary/ collateral security, and
 - iv) Filing of charge with the Registrar of Companies within 30 days of signing the documents execution date.
 - v) Two TIRs to be obtained for all the properties given as security to us once in three years. Further, Legal Audit would be conducted for all the properties once in three years as per RBI guidelines.
 - vi) Two valuations from two different approved valuers of the Bank to be arranged for all the properties mortgaged to the Bank within a maximum gap of One Month and to be obtained in fresh at a gap of three years.
 - vii) Company to submit a declaration regarding accounts maintained with other banks on quarterly basis.
 - viii) Company not to extend any investment/ loans & advances to subsidiary/ associates/ group companies without the consent of the Bank. Any breach of the same will attract 2% penal interest on the entire facilities with us.
 - ix) Company not to give Corporate Guarantee on behalf of its associates/ subsidiaries/ group companies without the permission of the Bank. Any breach of the same will attract 2% penal interest on the entire facilities with us.

x) Corporate Guarantor should account the guarantee amount in their Audited Balance Sheet as contingent liability.

The Company shall pay Upfront Fee and other charges as mentioned above. Further, the term loan review charges shall be payable at each review of term loan facilities or for a period of 12 months whichever is earlier. Term Loan review charges will be recovered automatically on due date after the expiry of current review period.

b) The Bank would charge the standard service charges in respect of different items of service as in force from time to time viz. stop payment instructions, issue of duplicate statement, MICR cheques, Postal tariff, enquiry relating to old records, issuance of No Dues Certificate,

For MYRA INFRASTRUCTUR	For MYRA INFRASTRUCTUR. For MYRA INFRASTRUCTUR.	
Partner	Partner	Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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collection of outside cheques/ bills, remittances, bank's cheques/ pay orders, handling charges for cheques/ bills returned unpaid and ledger folio charges, as in force from time to time.

- c) The borrower shall pay on demand to the Bank the cost between Solicitors/ Advocates/ Company Secretaries and Client, incurred by them or any of them in connection with the creation/ registration of this security and certification charge thereof with the Registrar of Companies, compilation of Search/ Status Reports and/ or any other matter incidentally arising out of or in connection with this transaction of the borrower with the Bank.
- d) The term loan facility and term loans will also be governed by the Bank's standard Mandatory, Mandatory Negative covenants attached hereto.
- e) The Company to submit audited financials, CMA data and other required information to the Bank at least two months ahead of the due date of review of term loan facilities, to facilitate to complete the review exercise on or before the due date. Company to furnish to the Bank a copy of its Quarterly/ Half yearly/ Annual Results within one week of its declaration. Every year two copies of audited/printed Balance Sheet and Profit and Loss account statements of the Company to be submitted within 3 months of the annual closing, along with CMA data for credit rating assessment/ review of term loan limits.
- f) Please arrange to complete all the formalities of documentation including that of creation/ extension of mortgage and arrange to fulfil the pre-disbursal conditions/stipulations at an early date to enable us to release the facilities.
- g) The Company should not create, without prior consent of the Bank, charges on the properties or assets charged to bank during the currency of bank finance failure of which will attract 2% penal interest on the entire facilities with us.
- h) The Company shall provide an undertaking in the form required by the Bank that no consideration has been/ shall be paid to the guarantor/s in respect of the guarantee be executed in favour of the Bank for securing the facilities the facilities granted herein.
- 6. "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)/ Director(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."

7. The Company should submit the following declarations on a periodical basis.

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- a. Details of accounts if any, opened by the Company with other Banks without the knowledge of member banks (*Quarterly basis*).
- b. Details of Investments made by the Company in Stock Markets, Mutual Funds, NBFCs, ICDs, Associate Companies, Subsidiaries, Real Estate, etc. (Quarterly basis).
- c. Certificate for Unhedged Foreign Currency Exposure certified by a Chartered Accountant (Quarterly basis)
- d. End use of funds certificate (Quarterly basis.).

FOR MYRA INFRASTRUCTUR. For MYRA INFRASTRUCTUR. Partner	MYRA INFRASTRUCTUR. Kooleekia R.M	For MYRA INFRASTRUCTUR.
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Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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- e. Restriction of number of Layers of subsidiaries as per Companies (Restrictions on number of layers) Rules 2017 (Yearly Basis)
- 8. 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 favor of the Bank.
- 9. 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.
- 10. 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 is effected without prior approval in writing.
- 11. 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.
- 12. The Unit should submit provisional financial statements within three months and audited financial statements within six 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.
- 13. The Unit should confine their entire business including foreign exchange business tous.
- 14. The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
- 15. The Capital invested in the Project by the proprietor/partners/ directors/ Company should not be withdrawn during the currency of our advance.
- 16. 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.
- 17. 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.
- 18. After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of instalments under Term Loans sanctioned/ DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
- 19. The proprietor/Director /Corporation should not withdraw the profits earned in the Project/ capital invested in the Project without meeting the installment(s) payable under the Term Loan facility. In the case of Companies, dividend should be declared only after meeting the dues to

For MYRA INFRASTRUCTUR. FOR MY	For MYRA INFRASTRUCTUR. Kadoekia f. M Partner	MYRA INFRASTRUCTUR. Forundado
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
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the Bank.

- 20. All moneys raised by way of deposits from friends, relatives and/ or from any other source for the Project 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.
- 21. The Bank's name board(s) should be displayed prominently or painted at the project sites of Project where of project is being developed and the project being funded by the bank should also be displayed in the project sites.
- 22. The Company 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.
- 23. 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.
- 24. Registration of charge with Central Registry (CERSAI) on saleable units of the project will be done. Applicable CERSAI Charges will also be levied.
- 25. All expenses related to Stock & Receivable Auditor and Lender's Independent Engineer(LIE) should be borne by the unit.
- 26. 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.
- 27. The Bank shall have the Right of First Refusal in respect of any Home Loans generated from the sale of the flats in the proposed project. Bank's interest in and charge over the project to be prominently displayed at the site.
- 28. The Company will obtain No Objection Certificate from SBI Branch in respect of each residential flat, before issuing NOC on behalf of the Customer for availing Loan from other Bank, Financial Institution willing to sanction Housing Loan.
- 29. The Company to undertake to advise the names of buyers to a branch to be specified for housing loan business.
- 30. Company shall submit Cash Flow statement on a monthly basis before 20th of the next month.
- 31. If there are alterations or additions in the sanctioned plans and specifications of buildings or common areas within the project, prior written consent of at least 2/3rd of the allotees other than the promoters has to be obtained.
- 32. If promoter is transferring or assigning his majority rights and liabilities in respect of the project to a 3rd party, prior written consent of at least 2/3rd of the allotees other than the promoters has to be obtained.

For MYRA INFRASTRUCTUR. For	MYRA INFRASTRUCTUR. Kadeekia R.M	For	MYRA INFRASTRUCTUR.
Partner	Partner		Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)		Myra Infrastructure (Borrower)

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- 33. The unit is advised to submit the notarized Assets & Liabilities Statement as on 31st March of every year till closure of the loan of the Promoters/Partners/Guarantors with documentary evidences of Assets.
- 34. Bank can appoint 'Agency for Specialized Monitoring (ASM)' at unit's cost if required.

Kindly return the duplicate of this letter along with annexure duly signed by all the authorized signatories of the Company & Guarantors as a token of having accepted the terms and conditions.

Please arrange to pay the upfront fee/ term loan review charges along with applicable GST at the earliest.

Bank also reserves the right to amend any or all the terms and conditions hereof including reduction or cancellation of all or any of the credit facilities sanctioned herein at its sole discretion.

Thanking you and assuring you our best services.

Yours faithfully

Chief Manager (RMRE)

Kadcekia R.M.

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"I/We hereby agree as a pre-condition of the loan/ advances given to me/ us by the bank that in case I/ we commit default in the repayment of the loan/ advance or in the repayment of interest thereon or any of the agreed instalment of the loan on due date(s), the bank and/ or the Reserve Bank of India will have an unqualified right to disclose or publish my/ our name or the name of our Company/firm/unit and its directors/partners/proprietors as defaulters in such manner and through such medium as the bank or Reserve Bank of India/ CIBIL in their absolute discretion may think fit."

"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 within the stipulated period, 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".

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FOR MYRA INFRASTRUCTURE

Partner

Partner

Partner

Authorized Signatory

Common Seal of the Borrower

Signatures of the witnesses of the common seal

Personal Guarantee of

Minish Babulal Kadakia	Rita Minish Kadakia	Forum Ankit Kadakia
M3-coil	Kadellia R.M	Townkadh

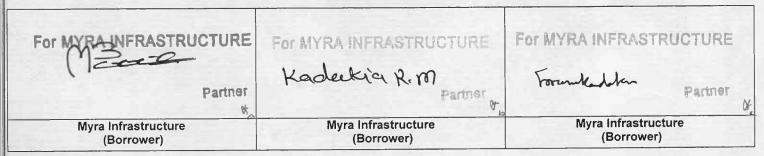
FOR MYRA INFRASTRUCTUR. Partner	For MYRA INFRASTRUCTUR. For Kadeucia R. m Partner	MYRA INFRASTRUCTUR. Forumkendele Partner
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A. <u>Project Specific Term Loan</u> – Limit Rs.7.00 Crore (Term Loan of Rs.7.00Crs with door-to-door tenor of 5 years 1 months including a moratorium period of 3 years 4 months)

1.	Security	Details
	(i) Primary	 Exclusive charge through registered mortgage on unsold units in the Project Aryam situated at Plot Bearing Survey No. 969 at Ward no. C-3018-23, Street no. 21-29, Popatwadi Road, Kalbadevi Road, District-Mumbai, 400002. Hypothecation charge on receivables/cash flow from sold and unsold units in the project. Charge or assignment by way of security interest on all rights, title, claims, benefits, demands and privileges under Project documents, both present and future. Charge on the Escrow Account, Debt Service Reserve Account (DSRA) and monies deposited therein. Assignment of lease deed for the land situated at Plot Bearing Survey No. 969 at Ward no. C-3018-23, Street no. 21-29, Popatwadi Road, Kalbadevi Road, District-Mumbai, 400002.
	(ii) Collateral	Fixed Deposit of Rs.35,00,000.00 in the name of the partner Shri Minish Kadakia.
	(iii) Guarantee	Personal Guarantee of: 1. Shri Minish Babulal Kadakia 2. Smt Rita Minish Kadakia 3. Smt Forum Ankit Kadakia
	Upfront Fee	1.20% of the Loan amount plus GST as applicable.
3.	Rate of Interest	Interest at the rate of 3.00% above EBLR (presently 9.15%) for SB-06 rated borrower, Present effective rate being 12.15 % p.a. calculated on daily products at monthly rests. The actual application of EBLR at the time of disbursement will be guided by Bank's guidelines in this regard.
		Bank shall at any time and from time to time be entitled to vary the margin / spread based on the Credit Risk Assessment of the borrower.
		The Borrower agrees that upon the account of the Borrower being categorized 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



CB Vile Parle (4115)

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		Risk Assessment (CI	thers as shall be applic RA) for an account is e to SB-15) as per norm Bank.	the high	nest (presently
4.	DSRA		I be built up towards pro ayment of proposed loa		rm loan before
5.	Repayment Schedule	Proposed Project Ter tenor of 5 years and 1 and 4 month and r Moratorium period will 2027. DCCO of the estimated to commer	eduled to commence be availability of excess case m. Loan of Rs. 7.00 Comment including a moral epayment period of 1 start from the date of fire project is on 31.12.2 note from June-2027 quarter in quarterly installing	crs. with a torium per year a st disburs 027 and uarter an	rojected. a door-to-door eriod of 3 years nd 9 months. sement till Mar- repayment is
		Due Date	Installment (Rs. In Cr)	Loan B	alance (Rs. In
	G to Still Like 1	30.06.2027	0.75	6.25	
		30.09.2027	1.25	5.00	Your Edition
		31.12.2027	0.90	4.10	
	THE PLANE	31.03.2028	1.10	3.00	
		30.06.2028	1.00	2.00	
		30.09.2028	1.00	1.00	
		31.12.2028	1.00	0.00	
6.	Covenant Testing	SBI may review the caschedule in case of escenario, pre-payment Interest to be paid on the Parameters of Current ROCE and Cash Buffor next review of Term	aid on or before the last of the last as and accelerate access cash flow from he charges will not be appointed the last day of the month of Ratio, TOL/TNW, Inter (in place of DSCR) we have any two of the five for the last day and the last day access any two of the five for the standard and any access any two of the five for the standard and any access any two of the five for the standard and any access the standard access to the sta	d when du e/ change igher boo licable. n without iterest Co vill be test deviation	the repayment the repayment okings. In such fail. overage Ratio, sted at the time by more than
		(Parameters as given			
	I BELLEVI	Parameters Current Ratio		2 4-25 .01	FY 25-26 8.71
		TOL/TNW		30	3.48
		Interest Coverage		67	2.08

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Partner	Kaderkia R.M Partner	Torumlanlulu Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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Ratio			
ROCE%	9.52	9.65	8.30
Cash Buffer	1.85	1.11	2.35

Example of SMA/NPA Classification:

Loans other than revolving facilities		Nature of revolving facilities likecash credit overdraft		
Sub- Categori	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 60days	SMA-1	More than 30 days and upto 60 days	
SMA-2	More than 60 days and upto 90days	SMA-2	More than 60 days and upto 90 days	
NPA	More than 90 days	NPA	More than 90 days	

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For MYRA INFRASTRUCTUR.	FOR MYRA INFRASTRUCTUR. FOR Kadeekia R. M	MYRA INFRASTRUCTUR.
Partner	Partner	Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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Parameters	Guidelines
Promoters Margin	Overall Margin of Rs.22.18 Cr (50.11% of the project cost). The ratio of customer advance (34.07%), promoter margin (50.11%) and Bank Finance (15.82%) to be maintained during each disbursement as per the progress of construction & disbursement schedule.
	Up to 31.10.2022, the promoters have already infused margin amounting to Rs.13.82 crs by way of Promoters Contribution & Customer Advances.
	Also, all the unsecured loans will not be withdrawn till the currency of the proposed loan.
Booking	The Builders/Developer should follow the rules set in the MAHARERA and also furnish quarterly data in the prescribed format which will be certified by independent Architect Engineer & Chartered Accountant (Form1, form2 and form3). The data will be verified with the information filed with RERA.
	Copy of the reports submitted to MAHA RERA to be shared with the Bank.
	The Builders/ Developer should follow the rules set in MAHA RERA.
Facility Period of Loan & Repayment	Proposed Project Term Loan of Rs. 7.00 Crs. with a door-to-door tenor of 5 years and 1 month including a moratorium period of 3 years and 4 month and repayment period of 1 year and 9 months. Moratorium period will start from the date of first disbursement till Mar-2027. DCCO of the project is on 31.12.2027 and repayment is estimated to commence from June-2027 quarter and will be fully repaid by Dec-2028 quarter in quarterly installments. Interest has to be serviced during moratorium period as and when debited.
	DSRA equivalent to 3 months installment & Interest to be built up before full disbursement during moratorium period and before commencement of installments in ESCROW account/ STDR.
	Outstanding in the ESCROW account/ STDR should be 3 months interest on the drawn outstanding at any point of time during the moratorium period.
Pre- Disbursement Conditions	1. All requisite approvals and permissions from Government/Local Governments/ Other Statutory Authorities for the project should be in place.
	2. Title Search Report is to be obtained from two different Bank's empaneled advocates as per the extant instructions stating therein that the title of land is clear unencumbered and marketable and a valid

or MYRA INFRASTRUCTUR. Partner	For MYRA INFRASTRUCTUR. Kaderki'a R.M Partner	For MYRA INFRASTRUCTUR. Forumkenlehn Partner
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
(Borrower)	(Borrower)	(Borrower)

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equitable / Registered mortgage can be created by lending bankers.

- 3. Bank's empaneled Engineers / Lender's Independent Engineers Certificate is to be submitted for confirmation of reasonableness of the cost of construction.
- 4. An undertaking to be submitted that the cash flow from the proposed project shall be routed through separate RERA compliant current account and thereafter through ESCROW account opened with the Branch and Bank will have first charge on the same.
- 5. Suitable undertaking to be submitted that in the event of advances from customers (both already booked and new bookings) falling short of the amount expected in the means of finance, the shortfall would be made good by the promoters by contributing additional amount towards their contribution and that any cost overrun will be borne by the promoters from their own sources.
- 6. Chartered Accountant's certificate to be submitted for the amount already spent on the project/infused.
- 7. Promoter's contribution and customer advance (as specified above) is infused/ received for the project as per the cash budget at the time of each disbursement. In case of shortage the promoters have to raise it from own sources. The borrower has to give an undertaking to that effect prior to disbursement of the Loan.
- 8. Original title deeds should be verified by Banks empaneled advocate that they are original after creation of mortgage but before disbursement of the loan.
- 9. The project is to be registered with the respective State RERA Authority in the States where RERA is implemented.
- 10. Company to submit an undertaking stating that unsecured loans from Promoters will not be withdrawn during the currency of Bank loan and no interest to be paid on USL during the currency of Bank loan from project cash flows.
- 11. All applicable statutory approvals/ permissions are in place as per the stage wise progress of construction.

Disbursement

- 1. Disbursals of the term loan will also be based on a suitably drawn up projected cash budget. The borrower will be required to submit a stage wise cash budget to facilitate need based disbursals and subsequent monitoring of the project.
- 2. The disbursement will be linked to the stage of construction as per the Cash Budget submitted at the time of sanction and margin should be brought up front on pro rata basis in proportion to the loan disbursement.

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Partner	Partner	Partner
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	 The stage-wise cash budget will indicate inter alia the total requirement of fund for completing each stage of construction with corresponding stage wise inflows based on appropriate pre- determined milestones. The projected cash budget statement for the project in conjunction with the stage wise cash budget will also serve as the tool for monitoring the progress of the project. The disbursement at each stage/ time will be done only after ensuring that the borrower has the required permission in place to proceed with the project. This is all the more important as in some cases permission to proceed with construction is being given floor wise by the statutory authorities. The loan shall be disbursed after registration of the project with RERA authority in States where RERA is implemented. All mandatory permissions/ approvals for the project to be in place before disbursement and disbursement will be strictly in proposition to the progress in construction. Project to be approved with SBI for Housing and first right of refusal of the prospective buyer of the Apartment in the Project shall rest with our Bank. Concession of 25 bps will be granted for Home loan penetration based on declaration submitted by the developer Penetration % -> 30% to 50% - 25 bps NOC should invariably be obtained by the Builder while selling the apartments/property. The Bank may issue NOC for the apartments at the time of Agreement to Sale and release the Primary Security at the time of registration of the respective Apartments, subject to credit of the entire sale proceeds to the Escrow account opened with the bank for the purpose. 	Lacketter 12.17 Foundeddon
Security	 Exclusive charge through registered mortgage on unsold units in the Project Aryam along with land situated at Plot Bearing Survey No. 969 at Ward no. C-3018-23, Street no. 21-29, Popatwadi Road, Kalbadevi Road, District-Mumbai, 400002. Hypothecation charge on receivables/cash flow from sold and unsold units in the project. Charge on the movable assets of the Building Known as "Aryam", both present and future. Charge or assignment by way of security interest on all rights, title, claims, benefits, demands and privileges under Project documents, both present and future. Charge on the Escrow Account, Debt Service Reserve Account (DSRA) and monies deposited therein. Personal Guarantee of Mr. Minish Babulal Kadakia, Smt. Rita Minish 	

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Partner	Partner	Partner
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	7.	Minimum Fixed Asset Coverage Ratio (FACR) of 1.88 shall be
		maintained. (In case of shortfall in FACR, collateral security to the
ı		extent of shortfall to be taken so that minimum FACR mentioned
		above will be met. However, if open land is offered as collateral
		security, then it should be within the municipal limits with proper
	100	boundaries and demarcation.)

Kadakia and Smt Forum Ankit Kadakia

 NOC should be obtained by the Builder while selling the apartments/ property. The sale proceeds shall be credited to the designated Escrow Account or separate account as per RERA Act.

Valuation of the property (Primary/ Collateral)

Valuation should be done by two different professionally qualified independent valuers as per extant instructions of the Bank as modified from time to time.

Valuation of land/ Building for the purpose of security should be at the current market price only. However, if the value is more than 20% of the guideline value then proper justification should be mentioned.

Monitoring (Now called as Monitoring and Follow up Instructions)

- 1. Borrowers need to submit a monthly progress report along with a cash flow statement before 20th of subsequent month. Borrower also need to submit quarterly progress report containing details like amount received from customers, status of sale of flats indicating number of flats booked/ sold in advance/ full payment received and deposited in the bank, progress of the project vis-a-vis the estimated stage wise progress of the project etc.
- 2. Any delay in submission of the Monthly/Quarterly Cash Flow report shall attract penal charges as per Banks extant instructions.
- 3. The lender shall have the right to appoint Lenders Independent Engineer (LIE) for Quarterly inspection during the implementation period and till the completion of the project and the expenses of the same shall be borne by the borrower.
- 4. LIE will be appointed in loans where total project cost is more than Rs.25.00 Cr and above.
- 5. The sale proceeds should be credited to designated Escrow Account or separate account as per RERA Rules of the respective Sate/ UT and every withdrawal from this RERA complied account should be credited to Escrow account maintained with us.
- 6. Copy of Report duly certified by Architect Engineer & chartered accountant submitted to RERA Authority for withdrawal from RERA separate account to be submitted on Quarterly basis and to be compared compare with actual work/ cash flow.
- 7. Penal interest @2% will be charged in case of withdrawal (partial/whole) of the unsecured loan subordinated to Bank debt.

For MYRA INFRASTRUCTUR.

Partner

Myra Infrastructure
(Borrower)

For MYRA INFRASTRUCTUR.

Myra Infrastructure
(Borrower)

For MYRA INFRASTRUCTUR.

Partner

Myra Infrastructure
(Borrower)

	Triggers:
	The account will be classified as Special Mentioned Account in case of
	 No credits in a calendar month after final disbursement. Delay in project beyond 90 days as per the estimate/LIE report. Any adverse features noticed regarding negative news/ legal cases/ local developments impacting the construction/market.
	 2. If the status of the project is not in conformity with Cash Flow statement or account becomes irregular Branch should initiate the following actions immediately: Penal interest @ 5.00% per annum will be charged on the irregular portion for the period of irregularity. Penal interest @ 0.50% of outstanding amount if there is delay in project implementation beyond 90 days as per the estimate/ LIE report. If the account is not regularized within 15 days, interest benefit extended to the borrower will be withdrawn. Penal interest over and above the applicable CRA linked pricing (as mentioned above) will be charged.
Transaction Through ESCROW account Only (Now called as Routing of transactions)	Cash flow of the project for which loan has been sanctioned should be routed through the separate RERA compliant account with us. Thereafter, the same shall be routed through ESCROW account to be opened with the Branch and Bank will have first charge on the same.
Insurance Coverage	Contractors All Risks (CAR) Insurance should be taken with Banks name in the policy for the project being funded by us. It is the borrower's responsibility to ensure that the mortgaged properties are duly insured at their own cost & expenses for all risks and Banks interest to be incorporated in the Insurance Policy.
	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.
Pre-Payment Charges	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, Payment at the instance of lenders and in the instances where the Bank has strategically decided to exit from the exposure. No prepayment charges if repaid at the time of reset of interest. Amount prepaid from any other sources will attract charges of 2% on the principal prepaid.

Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
(Borrower)	(Borrower)	(Borrower)
Partner	FOR MYRA INFRASTRUCTURFOR Kadellia R.M Partner	Forumbadh Partner

Interest Rate	12.15% p.a. (i.e., 3.00 % above EBLR) for SB-06 rated borrower	
Upfront Fee	1.20% of the loan amount plus applicable service tax. Annual review charges will be charged as per Banks extant instructions.	
EM Charges	Included in Unified Upfront Fees	
Inspection Charges	Included in Unified Upfront Fees	
Commitment Charges	As per Banks extant instructions.	
Documentation Charges	Included in Unified Upfront Fees	
Facility Fees	Not applicable as the loan is assessed as Term Loan and commitment charge is applicable.	
Documentation	The following security documents shall be executed by you and the Guarantors: a) Agreement of Loan-cum-Hypothecation b) Guarantee Agreement c) Mortgage documents d) Any other documents as may be required by the Bank The Original title deeds/ documents for all the properties as advised by the advocate should be deposited with the Bank even in case of Registered Mortgage. Banks charge on the immovable properties will be noted with the Sub-Registrar of Assurances concerned/ CERSAI and necessary charges will be borne by the Company.	
Stock Audit	Stock Audit will be conducted as per Banks instructions. Periodicity of Stock and Receivable Audit will be Half Yearly Following parameters will also be included in the Stock Audit: 1. Verification of RERA Collection Account/ Escrow Account. 2. Flats booked Agreement copy advance received from the customers from the Books of the Company. 3. Sale deeds executed in the project. 4. Unsold Inventory in the project. 5. Promoters margin in the project. 6. Verification of the Drawing Power based on cash budget.	
Legal Audit	Banks extant instructions with regard to legal audit to be adhered to.	
Inspection	Monthly intervals till project completion and thereafter at quarterly intervals inspection is to be permitted. 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.	
Undertaking from the borrower	Yearly affidavit should be submitted stating that funds have been/ will be utilized for the project for which loan has been sanctioned.	
	CRA rating is to be done every year and Interest rate is linked to CRA.	
CRA Rating	Cha failing is to be dolle every year and interest rate is linked to Orta.	

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Partner	Partner	Partner
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Other Conditions	 a) All charges [e.g. Valuation Title fees documentation charges mortgage creation (including stamp duty) payable on all documents as per state stamp act and any other charges] shall be borne by borrower. b) Borrower and the Borrower Group shall not raise any loan/ funding for the project from any other source without prior written consent from the existing lenders. c) Borrower shall not change its capital structure without prior written consent from the lender nor shall be permitted to withdraw capital before
	completion of project. d) The Borrower will also undertake and confirm to complete the entire project under all circumstances including even to escalation of project cost beyond what is agreed in the Business plan.
	e) The lender will have right to form a Project Monitoring Committee (PMC).
	f) The lender shall have the right to scrutinize and audit the expenses which are incurred for the project at the borrowers' cost.
	g) The Bank will have the first right of refusal for Home loans taken by the buyers for purchase of units in the project.
	h) Banks prior approval will be taken before execution of sale deed/ issuing NOC for creation of charge on the units in the project in favour of the buyers/ buyers' financiers.
	i) All disclosures as per RBI instructions will be mentioned in the arrangement letter which is mainly regarding advertisement issue of NOC etc.
	j) The developer(s) have to upload the information of Banks charges on the project site in RERA website also. Hence our charge will be visible to purchasers at the time of their visit to the RERA website.
GST / Service Tax	Goods & Services Tax (GST) wherever applicable will be levied on all charges as per bank extant instructions.
RERA Compliances	Project is registered with RERA authority Vide Registration Number P51900052888. Project has to comply with all rules and regulations as per their states/ UTs notification on RERA.

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Partner	Karoleekia R.M. Partner	Partner			
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)			

Others

- 1. Loan to be liquidated within 12 months from the date of completion of project. In case of delay, margin should be increased to Min. 50% by increasing the amount to be recovered per sq. ft. from sale of each apartment so that security coverage is increased to 200% (50% margin) and above or equivalent collateral security to be obtained by way of cash margin or collateral security. The date of completion of the project should be as per the completion date furnished by the developer to RERA Authority.
- 2. Copies of all statutory approvals should be submitted to the bank for record.
- 3. A Notice Board shall be displayed prominently at the Project site mentioning SBI as its preferred Banker. All publicity by the Builder to also carry SBI's name as the preferred Banker.
- 4. The Company has to ensure the fact that the loan availed for the project from the Bank appears on their website, which will be perused regularly. A notice Board should invariably be displayed at the site denoting the Banks charge on the property. All promotional pamphlets/advertisements should also incorporate about Banks funding for the Project so as to bring it to the notice of the prospective buyers. In addition, the Bank will make regular visit/ inspection to the site and sales office of the builder to ensure that the sale proceeds are routed through the Bank.
- 5. The builder/ developer/ Company would disclose in the Pamphlets/ Brochures, etc., the name of State Bank of India, to whom the property is mortgaged along with the details of mortgaged property.
- 6. The builder/ developer/ Company would append the information relating to mortgage while advertising the project in print/ electronic media.
- 7. The builder/ developer/ Company would indicate in their Pamphlets/ Brochures, that they would provide No Objection Certificate (NOC)/ permission of mortgagee bank for sale of flats/ property, if required.
- 8. Loan disbursement does not exceed 3 times NOF at any stage during the life of the facility.
- 9. Existing purchaser of dwellings to be intimated about change of lenders and necessary changes to be intimated to RERA. The Company has to submit an undertaking regarding confirmation of the same.
- 10. All moneys raised by way of unsecured loans from promoters/ their friends/ relatives or from any other sources for the projects shall not be withdrawn/ repaid during the currency of Bank loans. Suitable stamped letters of undertaking should be submitted by the Company and such lenders to this effect. If this is not possible, the Company should

For MYRA INFRASTRUCTUR.

Partner

Myra Infrastructure
(Borrower)

For MYRA INFRASTRUCTUR.

Myra Infrastructure
(Borrower)

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(Borrower)

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Rate of Interest payable on the unsecured loans, if any, should not be higher than the rates of interest payable to the Bank.

Compliance of RERA guidelines

- Registration number issued by the RERA Authority in respect of the projects to be submitted to the Bank before disbursal of limit.
- b) Project specific separate account to be opened with us and this account should be registered with RERA.
- c) Insurance of land and building of the project and construction thereof to be obtained.
- d) The Company to deposit minimum 70% of amount realized for the project from allottees in Project Specific Separate Account to cover cost of construction and land cost and to be used only for that purpose.
- e) The amount from separate account can be withdrawn by the Company to cover the cost of the project, in proportion to the percentage of completion of the project after it is certified by an engineer, an architect and chartered accountant that the withdrawal is in proportion to the percentage of completion of the project and should be credited to Escrow Account opened with us.
- f) The Company has to get its accounts audited within six months after the end of every financial year by a chartered accountant and produce a statement of account duly certified and signed by chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
- g) The Project should be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the appropriate authorities.
- h) If there are any alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common are as with in the project, prior written consent of at least two thirds of the allottees other than the Company has to be obtained.
- If the Company is transferring or assigning its majority rights and liabilities in respect of a project to a third party, prior written consent from at least 2/3rd of allottees, except Company to be obtained.
- All other rules notified by RERA authority from time to time.

For MYRA INFRASTRUCTUR.

Partner

Myra Infrastructure
(Borrower)

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The Project Specific Term Loan Limit facility will be disbursed as per the disbursement schedule mentioned below:

Quarter	Amount Disbursed	Cumulative Disbursement Amount
Dec-23	1.5	1.50
Mar-24	1.5	3.00
Jun-24	0.75	3.75
Sep-24	0.75	4.50
Dec-24	0.5	5.00
Mar-25	0.25	5.25
Jun-25	0.25	5.50
Sep-25	0.25	5.75
Dec-25	0.25	6.00
Mar-26	0.25	6.25
Jun-26	0.25	6.50
Sep-26	0.25	6.75
Dec-26	0.25	7.00

The disbursement will be made as per Cash Flow statement and level of construction after receiving Certificate from Architect, Engineer and Chartered Accountant regarding infusion of Promoter's equity and spending in the project and Lender's Independent Engineer (LIE) Report. Further, disbursement will be commensurate with progress of construction of the Project. Disbursement for the quarter ended Dec'2023 can be availed till the quarter Sep'25 and subsequent disbursement can be availed after completion of projected work as per cash flow.

9. Implementation Schedule:

The implementation schedule of the project is as below:

SI. No.	Particulars	Start date	End date
1	Excavation, Foundation & Basement	11/09/2023	31/03/2024
2	Plinth level to 3 rd floor levels	01/04/2024	30/06/2024
3	4 th floor level to 6 th floor level	01/07/2024	31/10/2024
4	7 th floor level to 9 th floor level	01/11/2024	31/01/2025
5	10 th floor level to 12 th floor level	01/02/2025	30/04/2025
6	13 th floor level to 15 th floor level	01/05/2025	31/08/2025
7	16 th floor level to 18 th floor level	01/09/2025	30/11/2025
8	19th floor level to 20th floor level	01/12/2025	28/02/2026
12	Terrace floor level / Overhead tank	01/02/2026	31/03/2026
13	Brickwork	04/04/2024	31/10/2026
14	Electrical & Plumbing	25/06/2024	31/12/2026

FOR MYRA INFRASTRUCTUR	For MYRA INFRASTRUCTUR. For	MYRA INFRASTRUCTUR
Partner	Kadeekier R-M Partner	Tounkadda Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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15	Internal Plaster	12/05/2025	30/06/2027
16	Fire Safety / Lift / Parking systems		31/03/2027
17	Flooring		31/05/2027
18	Doors & Windows		31/05/2027
19	External Paint		30/06/2027
20	Landscaping & Finishing Work		30/09/2027
21	Completion, OC, Possession		31/12/2027

10. Cost of the Project and Means of Finance:

Cost of the Project:

Particulars	Estimated cost	Incurred as on 31.10.2023	Balance to be incurred
Land cost	7.03	7.03	0
Rent	3.32	0.59	2.73
Aprroval and statutory cost	5.66	3.88	1.78
Construction cost	20.02	1.88	18.14
Admin, marketing and consultancy charges	2.41	0.44	1.97
Contingency cost	0.67	0	0.67
Finance cost	3.15	0	3.15
Total	42.26	13.82	28.44

Means of Finance:

Particulars	Estimated cost	Incurred as on 31.10.2023	Balance to be incurred
Promoter contribution-Capital	5.42	5.42	0
Promoter Contribution-Unsecured			
Loan	14.76	8.40	6.36
Customer Advance	15.08	0	15.08
Bank Loan	7.00	0	7.00
Total	42.26	13.82	28.44

In case of any unforeseen cost escalation, the same should be met through infusion of additional funds/ equity by the promoters

For MYRA INFRASTRUCTUR. Partner	MYRA INFRASTRUCTUR. Kacleekia R.M Partner	MYRA INFRASTRUCTUR. Formulandah Partner
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
(Borrower)	(Borrower)	(Borrower)

CB Vile Parle (4115)

Radedia 12.M Smithely

(1)

11. The Cash Flow for Project Aryam is given below:

(Amount in Crores)

	Quarter ended	2023	2023	2024	2024	2024	2024	2025
S. No.	Particulars	Till Oct'2023	Dec	Mar	Jun	Sept	Dec	Mar
1	Cash inflow:							
2	Customer advances: Residential units				0.54	0.54	1.20	1.21
3	Revenue - from residential units					-		
4	Total Inflow		-		0.54	0.54	1.20	1.21
5	Cumulative Inflow (A)	-	-	-	0.54	1.08	2.28	3.49
6	Cash Outflow:							
7	Acquisition cost of land	7.03						
8	Approval Cost	3.88		1.78				
9	Construction Cost (incl. development cost)	1.88	1.50	1.50	1.50	1.50	1.50	1.50
10	Tenant Transit cost	0.59	0.18	0.18	0.18	0.18	0.18	0.18
11	Admin and consultancy cost	0.42	0.06	0.06	0.06	0.06	0.06	0.06
12	Marketing cost	0.02						
13	Contingent Cost		158-					

For MYRA INFRASTRUCTUR. Partner	For MYRA INFRASTRUCTUR. Kadeekia R-M Partner	MYRA INFRASTRUCTUR. Foundation Partner
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
(Borrower)	(Borrower)	(Borrower)

CB Vile Parle (4115)

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4		-						
27-								-,
14	Interest to Bank Finance	-	0.04	0.09	0.11	0.13	0.15	0.16
15	For Project Cost - A	13.82	1.78	3.61	1.85	1.87	1.89	1.90
	Cum P C	13.82	15.60	19.21	21.06	22.93	24.82	26.72
16	Interest post moratorium period							
17	Payment of Income Tax							
18	DSRA			0.11	0.02	0.02	0.01	0.01
19	For Other Cost (Taxes, DSRA etc.) - B	-	- 1	0.11	0.02	0.02	0.01	0.01
20	Total Outflow (C= A+B)	13.82	1.78	3.72	1.87	1.89	1.90	1.91
21	Cumulative Outflow (B)	13.82	15.60	19.32	21.19	23.08	24.98	26.89
22	Net Flow (B-A) in debit balance (GAP) (C)	13.82	15.60	19.32	20.65	22.00	22.70	23.40
23	Promoter Capital	5.42						
24	Unsecured Loans	8.40	0.28	2.22	0.58	0.60	0.20	0.45
25	Cumulative Promoters Contribution (D)	13.82	14.10	16.32	16.90	17.50	17.70	18.15
26	Net Gap		1.50	3.00	3.75	4.50	5.00	5.25

For MYRA INFRASTRUCTUR	FOR MYRA INFRASTRUCTUR FOR I	MYRA INFRASTRUCTUR
Partner	Kadeekia R.M Partner	Vorumkesleh-
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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27	Bank Funding (C-D)	-	1.50	3.00	3.75	4.50	5.00	5.25
28	Repayment	-						
29	Loan Balance / Outstanding		1.50	3.00	3.75	4.50	5.00	5.25
30	Balance in Escrow A/c or Current A/c		0.00	0.00				

	Quarter ended	2025	2025	2025	2026	2026	2026	2026	2027
S. No.	Particulars	June	Sept	Dec	Mar	Jun	Sept	Dec	Mar
1	Cash Inflow:								
2	Customer advances: Residential units	1.27	1.27	1.22	1.19	1.15	1.19	1.47	1.33
3	Revenue - from residential units								
4	Total Inflow	1.27	1.27	1.22	1.19	1.15	1.19	1.47	1.33
5	Cumulative Inflow (A)	4.76	6.03	7.25	8.44	9.59	10.78	12.25	13.58
6	Cash Outflow:								
7	Acquisition cost of land								
8	Approval Cost								
9	Construction Cost (incl. development cost)	1.50	1.50	1.5	1	1	1.00	1.00	0.50

FOR MYRA INFRASTRUCTUR.	T MYRA INFRASTRUCTUR.	FOR MYRA INFRASTRUCTUR
Pariner	Kadeekia K.M	Townkuldh Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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Keyderkier R.M Sounkelder

10	Tenant Transit cost	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
11	Admin and consultancy cost	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
12	Marketing cost	0.10	0.10	0.02	0.1	0.1	0.10	0.10	0.14
13	Contingent Cost						0.20	0.20	0.20
14	Interest to Bank Finance	0.18	0.19	0.21	0.22	0.23	0.24	0.24	0.24
					0				Alies
15	For Project Cost - A	2.02	2.03	1.97	1.56	1.57	1.78	1.78	1.32
	Cum P C	28.74	30.77	32.74	34.30	35.87	37.65	39.43	40.75
16	Interest post moratorium period								
17	Payment of Income Tax								
18	DSRA	0.26	0.27	0.3	0.25	0.25	0.25	0.25	
19	For Other Cost (Taxes, DSRA etc.) - B	0.26	0.27	0.3	0.25	0.25	0.25	0.25	-
20	Total Outflow (C= A+B)	2.28	2.30	2.27	1.81	1.82	2.03	2.03	1.32
21	Cumulative Outflow (B)	29.17	31.47	33.74	35.55	37.37	39.40	41.43	42.75
22	Net Flow (B-A) in debit balance (GAP) (C)	24.41	25.44	26.49	27.11	27.78	28.62	29.18	29.17
23	Promoter Capital							THE	

MYRA INFRASTRUCTUR. Partner	For MYRA INFRASTRUCTUR. Kadelkia R.M Partner	FOR MYRA INFRASTRUCTUR.
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

24	Unsecured Loans	0.76	0.78	0.80	0.37	0.42	0.59	0.31	
25	Cumulative Promoters Contribution (D)	18.91	19.69	20.49	20.86	21.28	21.87	22.18	22.18
26	Net Gap	5.50	5.75	6.00	6.25	6.50	6.75	7.00	6.99
27	Bank Funding (C-D)	5.50	5.75	6.00	6.25	6.50	6.75	7.00	6.99
28	Repayment								
29	Loan Balance / Outstanding	5.50	5.75	6.00	6.25	6.50	6.75	7.00	7.00
30	Balance in Escrow A/c or Current A/c	-		-		-	-	-	0.01

MZ-care Kadeekia Kim Famkahi

Quarter ended	2027	2027	2027	2028	2028	2028	2028	2029	Total
Particulars	June	Sept	Dec	Mar	June	Sept	Dec	Mar	
Cash Inflow:									
Customer advances: Residential units	1.54	1.64	1.24	4.61	2.4	2.86	18.76	6.86	53.49
Revenue - from residential units									-
Total Inflow	1.54	1.64	1.24	4.61	2.40	2.86	18.76	6.86	53.49
Cumulative Inflow (A)	15.12	16.76	18.00	22.61	25.01	27.87	46.63	53.49	53.49
Cash Outflow:									
Acquisition cost of land									7.03

or MYRA INFRASTRUCTUR. FOR MYRA INFRASTRUCTUR. Kadaekia R. M Partner Partner	Myra Infrastructure Myra Infrastructure (Borrower) (Borrower)
MYRA INFRASTRUCTUR. FOR MYRA INFRASTRUCTUR. FOR MYRA INFRASTRUC	selice A.M Fountedolo

CB Vile Parle (4115)

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Approval Cost									5.66
Construction Cost (incl. development cost)	0.14								20.02
Tenant Transit cost	0.18	0.03							3.32
Admin and consultancy cost	0.07								1.33
Marketing cost	0.10	0.10	0.10						1.08
Contingent Cost	0.07								0.67
Interest to Bank Finance	0.24	0.24	0.24						3.15
									-
For Project Cost - A	0.8	0.37	0.34	0	0	0	0		42.26
Cum P C	41.55	41.92	42.26	42.26	42.26	42.26	42.26	42.26	
Interest post moratorium period				0.18	0.12	0.06	0.02		0.38
Payment of Income Tax									<u>-</u>
DSRA									2.00
For Other Cost (Taxes, DSRA etc.) - B		-	-	0.18	0.12	0.06	0.02		2.38
Total Outflow (C= A+B)	0.80	0.37	0.34	0.18	0.12	0.06	0.02	-	44.64
Cumulative Outflow (B)	43.55	43.92	44.26	44.44	44.56	44.62	44.64	44.64	44.64
Net Flow (B-A) in debit balance (GAP)	28.43	27.16	26.26	21.83	19.55	16.75	(1.99)	(8.85)	

	MYRA INFRASTRUCTUR. Kadelkia R.M	For MYRA INFRASTRUCTUR.
Partner	Partner	Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

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(<u>a</u>)									
Promoter Capital									5.42
Unsecured Loans									16.76
Cumulative Promoters Contribution (D)	22.18	22.18	22.18	22.18	22.18	22.18	22.18	22.18	22.18
Net Gap	6.25	4.98	4.08						
Bank Funding (C-D)	6.25	4.98	4.08				-		
Repayment	0.75	1.25	0.90	1.10	1.00	1.00	1.00		7.00
Loan Balance / Outstanding	6.25	5.00	4.10	3.00	2.00	1.00	-		
Balance in Escrow A/c or Current A/c	-	0.02	0.02						

FOR MYRAY	MYRA INFRASTRUCTUR. Karderkiar R.M	For MYRA INFRASTRUCTUR.	
Partner	Partner	Partner	
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	

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MBack Kacleekia K.M Sombeth

12. List of Unsold unit in Sale Buildings (Available for Mortgage to us):

Sr. No	Floor No.	Unit No.	Unit type	Rera Carpet Area (in sq.ft)	Rate PSF	Unit Consideration as per Ready Reckoner Rate(ASR) in Rs.
1	3rd	301	Residential	321.74	37000	1,19,04,231
2	3rd	302	Residential	663.71	37000	2,45,57,205
3	3rd	303	Residential	503.22	37000	1,86,19,029
4	3rd	304	Residential	400.53	37000	1,48,19,552
5	4th	401	Residential	690.30	37000	2,55,40,927
6	4th	402	Residential	731.09	37000	2,70,50,363
7	4th	403	Residential	477.38	37000	1,76,63,186
8	5th	501	Residential	690.30	37000	2,55,40,927
9	5th	502	Residential	731.09	37000	2,70,50,363
10	5th	503	Residential	477.38	37000	1,76,63,186
11	16th	1601	Residential	639.06	37000	2,36,45,171
12	16th	1602	Residential	737.12	37000	2,72,73,393
13	17th	1701	Residential	638.74	37000	2,36,33,223
14	17th	1702	Residential	724.85	37000	2,68,19,367
15	17th	1703	Residential	586.64	37000	2,17,05,606
16	18th	1801	Residential	637.66	37000	2,35,93,396
17	18th	1802	Residential	761.45	37000	2,81,73,478
18	19th	1901	Residential	639.06	37000	2,36,45,171
19	19th	1902	Residential	734.32	37000	2,71,69,843
20	19th	1903	Residential	678.35	37000	2,50,98,849
21	19th	1904	Residential	442.19	37000	1,63,60,849
22	20th	2001	Residential	419.58	37000	1,55,24,487
23	20th	2003	Residential	678.35	37000	2,50,98,849
24	20th	2004	Residential	451.87	37000	1,67,19,291

FOR MYRA INFRASTRUCTUR	MYRA INFRASTRUCTUR. Kadelkia R.M	For MYRA INFRASTRUCTUR.	
Partner	Partner	Partner	
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	

CB Vile Parle (4115)

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Massace Kaplerkick R.M Somkelde

TERMS & CONDITIONS

ANNEXURE -A

- 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 the existing guarantors shall be released if the dissolution / reconstitution is effected 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 favour of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstandings 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.
- I) 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 instalments 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 instalment(s) payable under the Term Loan. In the case of Companies, dividend should

For MYRA INFRASTRUCTUR. Partner	For MYRA INFRASTRUCTUR. Kadelkia R.M Partner	For MYRA INFRASTRUCTUR.	
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure	
(Borrower)	(Borrower)	(Borrower)	

CB Vile Parle (4115)

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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 favour 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 of Rs. 1 crore and above, Financial Follow-up Report (FFR I) should be submitted at quarterly intervals within six weeks (42 days) from the close of relative quarter. FFR II (Half-yearly Operating Statement) should be submitted at half-yearly intervals within 8 weeks (56 days) from the close of the relative half-year. Nonsubmission of the statements will be construed as non-compliance of the covenants.
- t) A charge of Rs_____/- will be levied per branch allocation in respect of limits allocated to other branches of imes the Bank.
- u) In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs. 500/- per lac will be levied.
- v) Processing charges as applicable on the Working Capital limits sanctioned will be charged annually or at the time of renewal, whichever is earlier. Upfront fee at the rate of 1.20 % of limits sanctioned will be charged in respect of Term Loan.
- w) If the Credit Rating awarded to the Unit is below SB- 11, 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 after 12 months. 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:
- a) Non-payment of interest / instalments
- b) Cross default
- c) 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:

For MYRA INFRASTRUCTUR.	FOR MYRA INFRASTRUCTUR.	For MYRA INFRASTRUCTUR.	
Partner	Partner	Partr	ler
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	

CB Vile Parle (4115)

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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, *interalia*, 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.

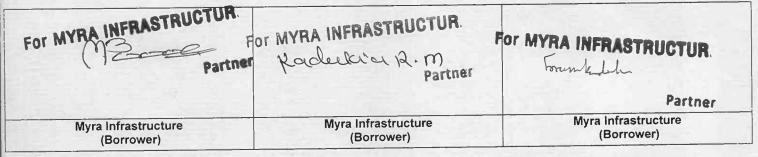
xii) Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.

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.



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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 in the name of borrower not charged to the Bank

MYRA INFRASTRUCTUR.	YRA INFRASTRUCTUR.	FOR MYRA INFRASTRUCTUR.
or W. M. Darkins.	Kadaekia R. M Partner	Forunkedeh Partner
Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)	Myra Infrastructure (Borrower)

MANDATORY / MANDATORY NEGATIVE COVENANTS FOR THE CREDIT FACILITIES GRANTED TO MYRA INFRASTRUCTURE

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 there on or any of the agreed installments 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/ willful 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 in to its Board a person whose name appears in the willful 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 even to 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 case of default not corrected within 90 days 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. In case of listed company approval of shareholders to be obtained.
- 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, and conduct Stock and Receivable Audits at the prescribed periodicity as per Banks laid down guidelines. Cost of such inspection shall be borne by the borrower.

For MYRA INFRASTRUCTUR. For MYRA INFRASTRUCTUR. For MYRA Partner	Kacleekia R.M. Partner	For MYRA INFRASTRUCTUR. Formledh Partner
Myra Infrastructure	Myra Infrastructure	Myra Infrastructure
(Borrower)	(Borrower)	(Borrower)

CB Vile Parle (4115)

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M9. After provision for tax and other statutory liabilities, 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 by any law for the time being in force).

M10. The borrower shall keep the Bank in formed 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 in form 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 shareholding 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. For Term Loans(>Rs50crores)—Covenants (in relation to the under noted parameters) (i.e., Cash Buffer (in place of 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-àvis 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.

Parameters	Desired Level	Minimum acceptable level	Penalty for adverse deviation
Cash Buffer Ration instead of DSCR	>=1.50	>=1.20	Upto 5%- Nil
Interest Coverage Ratio	>=2.60	>=2.00	> 5% and upto 10% - 25 b
FACR	1.25	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:

a. For the period of overdue interest/installment in respect of Term Loans and overdrawing

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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.

- b. Non-submission of stock statements within 20 days of the succeeding month.
- c. Non submission of Audited Balance Sheet within 6 months of closure of financial year.
- d. Non submission/delayed submission of FFRs, wherever stipulated, within due date.
- e. Non-submission of review/renewal data at least one month prior to due date.
- f. Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover.

M16.In the even to default, or where sign so inherent weakness are apparent, the Bank shall have the right to securities the assets charged and in the even to such securitization, the Bank will suitably in form 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.

M18.Borrowers to submit Certificate on quarterly basis furnishing details of accounts opened with other banks and Details of investments made in Stock Markets, Mutual Funds, NBFCs, ICDs, Associate Companies, Subsidiaries, Real Estate etc.

M19. Borrowers to obtain ECGC coverage on Foreign Bank Guarantee issued.

M20. Security to be created as per the approved schedule. / Banks. Approval for delay in creation and perfection of securities.is required. (Maximum period 12 months).

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The Borrower(s) shall give 60day'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 to 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 longterm 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 favour of any financial institution, bank, company, firm or persons. (This covenant will not be applicable for NBFCs).

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. (This covenant is not applicable for NBFCs).

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MN12. Transfer of controlling interest or making any drastic change in the management set- up including resignation of promoter Director (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 installments 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.

MN16. (a) Change in Machinery/ manufacturer/ cost of machinery

(b) Modification in repayment period of term loans whose weighted average maturity is not extended.

(c) Disbursement of term loan by way of reimbursement of expenditure incurred within one year of date of sanction.

MN17. Issuance of BGs with auto renewal clause. (Except in favour of Govt Departments for business purposes).

Disclosure of Nationality of Promoters/ Directors of the Company as per below format:

Sr. No	Name	Designation	Nationality/ Citizenship	Remarks if any
1	M/S. Myra Infrastructure	Borrower	Indian Partnership firm	
2	Mr. Minish Babulal Kadakia	Personal Guarantor	Indian	-
3	Mrs. Rita Minish Kadakia	Personal Guarantor	Indian	
4	Mrs. Forum Ankit Kadakia	Personal Guarantor	Indian	-

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.

In case of default to Bank or restructuring of loan, all "Mandatory Negative" covenants will become "Mandatory" covenants.

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The Bank would charge the following service charges:

1. Processing Fees / Upfront Fees:

(Amount in Rupees)

SI. No.	Type of Charge	Amount excluding GST
1	Upfront Fees (excluding GST)	8,40,000/-

1.	Non-submission of renewal data, including audited balance sheet.	Non-submission of renewal data 30 days before the due date for renewal of limits: 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: (a) Delay of one month: NIL (b) Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted. For listed companies, the above penal provision would be applicable, if the audited financials are not filed with the stock exchange as per SEBI requirements/ listing
	B little of Comption	agreement.
ii. iii.	Revalidation of Sanction Delayed Drawdown	30 % of the applicable project appraisal fee. 0.50% p.a. for delayed draw down beyond 2 months from
III.	Delayed Drawdown Charges	the due date on the amount due for disbursement as per disbursement schedule but not disbursed, for the period of delay
iv.	Pre-payment Charges	2.00% of the pre-paid amount (loans prepaid out of higher cash accruals from the project/equity infusion by promoters/borrowers will not attract prepayment/pre-closure charges)
٧.	Documentation Charges	Included in Unified Upfront Fees
vi.	Equitable Mortgage Charges	Included in Unified Upfront Fees
vii.	Inspection Charges	Included in Unified Upfront Fees
viii.	Irregularity in Term Loan Account	 (a) Non-payment of interest/ installment: 5.00 % per annum on the irregular portion for the period of irregularity. (b) Cross default (Default in payment of installment/ interest to other Institutions/ Banks 1.00 % p.a. on the entire outstanding for the period of non-adherence subject to a minimum period of 1 year.
ix.	Service Charges for Providing Credit Information Reports	Rs.1000+ applicable GST per report

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X .	Application of Penal Interest	i) Irregularity in Cash Credit/Overdraft/ Term Loan Account a) Irregularity upto 60 Days: 2% per annum on the irregular portion for the period of irregularity
		b) Continuous irregular for a period beyond 60 days: 5% per annum on the outstanding for the period of irregularity
		ii) Non-submission of Stock Statements on time: 0.05%
		iii) Non-submission of Renewal Data including Audited Balance Sheet 30 days before the due date for renewal of limits: 0.05%
		iv) Non completion of perfection of security within the stipulated timelines: 0.25%
		v) Non-renewal / Expired ECR: 020%
		vi) Non-submission/ delayed submission of FFRs on due date: 0.02%
		vii) Non-renewal of insurance policy in a timely manner or inadequate insurance cover: 0.05%
		viii) Adverse deviation from stipulated level in respect of any two of the following parameters:
		II.FACR
		III. Interest Coverage Ratio
		IV. Debt/EBIDTA
		Upto 10% - Nil
		More than 10% - 50 bps per annum
		ix) Cross Default (Default by any of the group companies of
		the borrower, in payment of interest/ installment/ interest
		to our bank/ other banks): 1.00% per annum on the entire
		outstanding for the period of non-adherence.
xi.	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.
xii.		ins/ 0.05% of the limit, minimum Rs. 2,000/- and max. Rs.

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	Deferment in Loan Installments	1,00,000/-	
xiii.	Substitution of Collateral Security/ Personal Guarantees	0.02% of the limit, minimum Rs. 2,000/- and max. Rs 50,000/-	
xiv.	Release of Personal Guarantee/Collateral Security	0.03% of the limit, minimum Rs. 5,000/- and max Rs. 1,00,000/-	
XV.	Change in Terms and Conditions/Change in Project/Items of Machinery	0.05% of the limit, minimum Rs. 3,000/- and max Rs. 2.00 Lacs	
xvi.	CIBIL Report / CERSAI / MCA /Stock Audit Fee / Consultant fee / other charges	Actual basis / As applicable as per extant instructions of the Bank.	
xvii.	Annual review charges for Term Loans (from next year onward	During Implementation, i.e., till the date of achievement of DCCO: 0.05% of the sanctioned loan amount or Rs. 6.00 Lac, whichever is lower. After Implementation, i.e., after achievement of DCCO (Covenant Testing Charges): 0.05% of the outstanding loan amount or Rs. 3.00 Lac, whichever is lower.	
xviii.	Commitment charges	0.50% for delayed drawn down beyond 2 months from the date of documentation and 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.	
xix.	Non-payment of interest/ installment	5.00 % per annum on the irregular portion for the period of irregularity.	
XX	For implementation of Resolution Plan/ Restructuring/Extension/ Shifting DCCO etc.	0.25% of the limit (subject to cap of Rs.15 lakhs).	

For MYRA INFRASTRUCTUR.

Partner

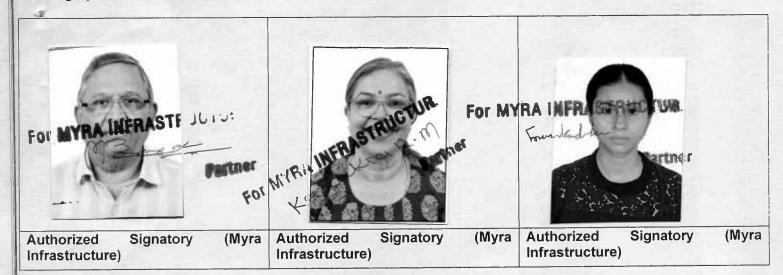
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Frotograph of the borrowers:



Photograph of the guarantors:



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