



महाराष्ट्र MAHARASHTRA

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BP 791737

This forms part and parcel of Document -
'SME-1-Letter of Arrangement' executed by
Amej Realty & Construction LLP and its
Guarantors on 27.07.2022.

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.निक. ८०००९५
21 JUL 2022
सक्षम अधिकारी

श्री दि. क. गवई

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LETTER OF ARRANGEMENT
(To be issued in duplicate)

To,
Amey Reality & Construction LLP
GB, Shiv Chayya, Sir, M.V Road, Andheri (East)
Mumbai – 400069 Maharashtra

Mr. Chirag Ashok Shah
Mr. Niranjan P. Shah
Mr. Kuntal N. Shah
Mr. Minesh N. Shah
Mr. Bhavik N. Shah
Mr. Hetanshu C. Shah

SBI/DGC/RMRE/2022-23/02

Date: 27.07.2022

Dear Sirs,

ADVANCES TO RE SEGMENT
SANCTION OF CREDIT FACILITIES

With reference to your application dated 25.05.2022 requesting us for sanction of Cash Credit for construction of residential cum commercial project "Amey Apartments" situated at CTS No. 182C/182D& 182E of Village Mogra Taluka Andheri East, Mumbai-400069 and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfilment of the Terms and Conditions:

(Rs. in Cr)

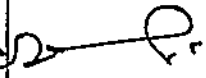

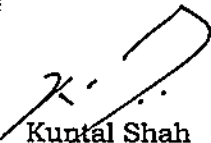


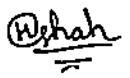
| SL | FACILITY | LIMIT |
|---------------------------------------|--|--------------|
| A] FUND BASED LIMITS: | | |
| a | Project Specific Working Capital limit for the Project "Amey Apartments" under BFRHP Scheme. | 25.00 |
| Total of Fund Based Limits | | 25.00 |
| B] NON-FUND BASED LIMITS: | | |
| a | -- | -- |
| Total of Non-Fund Based Limits | | -- |
| TOTAL LIMITS | | 25.00 |

(Please furnish particulars of inter-changeability between limits, if any)



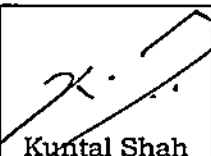

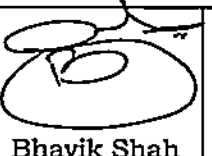
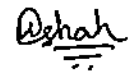
Terms and Conditions:

- Limit will be disbursed after creation of valid mortgage and completion of documentation formalities.

Amey Reality & Construction through partners:

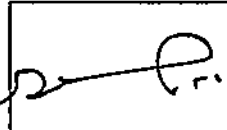
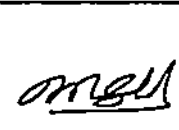
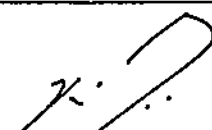
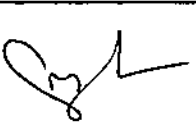

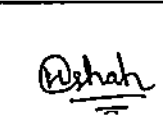
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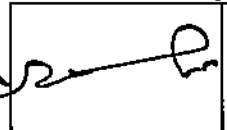
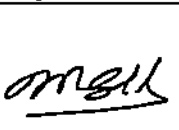
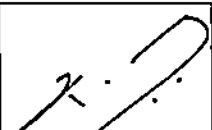
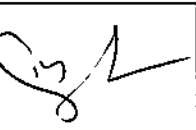

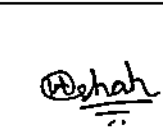
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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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- Disbursement to be made in line with physical progress, receipt of customer advance, promoters' contribution as envisaged in the proposal / cash flow. LIE report on the physical progress and CA Certificate on Cost Incurred on the project to be obtained before each disbursement.
- Unsecured loan of Rs.10.85 cores to be converted into the partners capital and obtain a CA certificate with UDIN number by September 2022.
- All the partners should hold their contribution till the repayment of all the dues of the LLP. In case of breach of such terms by the partners and allowing any of the partners to withdraw his contribution, the Bank shall have the right to recall the entire outstanding in the loan account.
- Architect Certificate ro information in respect of Construction Area or Turnover etc in RERA site before disbursement
- RERA account to be opened with the branch and close the RERA account maintained with Axis Bank before disbursement
- Minimum 5% of the sale value has been received and credited to RERA account in respect of each flat, which have already been sold, before disbursement of the loan.
- The borrower has to give an undertaking that the cash flow from the proposed project should 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.
- The borrower shall submit suitable undertaking 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.
- Promoters contribution and customer advance (s 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.
- Firm to extend undertaking that Fund flow from identified receivables of proposed projects is regulated through Escrow Account maintained with us. Account details to be updated on MAHARERA site before disbursement of Cash Credit.
- Firm will close all the current account maintained with any other bank before disbursement of loan.
- Firm to extend undertaking that they will not withdraw unsecured loan brought in for the proposed project during the currency of the term and no interest will be paid on the unsecured loan.
- Firm has been advised to submit monthly/Quarterly progress report and the same must be tally with the assumptions made in the cash budget.
- Chartered Engineer Certificate/LIE Report confirming reasonableness of the cost of constructions to be submitted before disbursement of the loan.
- DSRA equivalent to 1 quarterly instalment and three month's interest to be built up before full disbursement during moratorium period by setting aside 30% of credits in Escrow account / from sale realization.
- RERA compliance to be ensured on timely basis or as and when required.
- Undertaking in respect of sales milestone (In terms of Number of units and amount) to be submitted at monthly intervals.
- Booking of new units to be considered only on the basis of actual funds realized.

Amey Reality & Construction through partners:

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|---|---|--|---|--|--|
|  Chirag Shah |  Niranjn Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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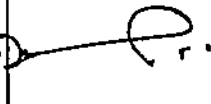

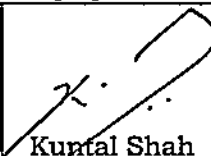


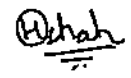
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|  Chirag Shah |  Niranjn Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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- Disbursement to be made as per Cash Budget after ascertaining adequate margin has been brought in upfront. If any amount realised from advanced booking of units (over and above the amount estimated in the proposal) is adjusted towards margin.
- Customer advances from booking over and above Rs. 24.96 crores will be used accelerated repayment of our term loan irrespective of actual repayment schedule.
- Data to be submitted to the banks empanelled auditor for conduct of Stock and Receivable audit to be conducted at half yearly intervals and to Banks empanelled engineer for LIE report at quarterly intervals.
- It is to be ensured that loan disbursement request does not exceed 3 times Net Owned Funds at any stage during the life of the facility.
- Before disbursement request, the undernoted documents to be submitted:
 - a. All statutory approvals / permissions.
 - b. Undertaking to be submitted that developer will achieve estimated DCCO of 31.03.2024.
- Firm to ensure Bank's charge is prominently displayed at the project site.
- Maximum Home loan penetration to be ensured.
- Promotor's contribution of Rs. 12.00 Crs is envisaged in the proposal, out of which promoter's contribution of Rs. 11.08 Crs to be infused before proposed Cash Credit disbursement and further amount of Rs.0.92 Crs to be infused on pro-rata basis at the time of disbursement of Cash Credit & position of advance bookings.CA certificate (with details/ annexures / account details through which the money was infused, etc.) to be submitted for infusion of capital with UDIN number.
- Partners are requested to utilise/avail our digital channel services for receiving cash inflows/payments.
- Disbursement will be made to vendors/contractors only.
- MOU with SBI under builder tie-up is to be signed for tie up of the project before disbursement.
- First right of refusal for home loan under the project to be with us.
- The partners should hold their contribution in capital till the repayment of all dues of the Firm. In case of breach of such terms by the partners and allowing any of the partners to withdraw his contribution, the Bank shall have the right to recall the entire outstanding in the loan account and to charge penal interest.
- The Firm should keep the Bank informed in advance of any subsequent amendment proposed in the LLP Agreement.
- All the compliances related to MAHARERA to be ensured on timely basis.

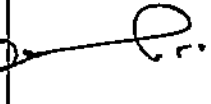

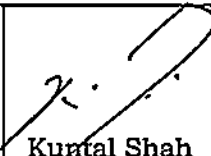

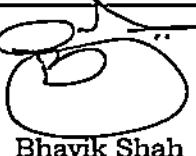

The Borrower shall indemnify the Bank against all losses, costs, damages expenses whatsoever that the Bank may incur or sustain by reason of any fraud detected in or in respect of any loan or any other financial assistance granted or to be granted to a group company or group establishment of the Borrower or in respect of any security offered or documents executed in respect of such loan or other financial assistance. For the purpose of this clause, Group Company or group establishment means a subsidiary company or holding company or associate company or a joint venture or any other similar establishment in which the Borrower is having control, influence or substantial interest.

We are forwarding this letter in duplicate along with Annexure A& B and shall be glad if you return to us the originals duly signed by you and the guarantors in token of having accepted the Terms

Amey Reality & Construction through partners:

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|---|---|--|---|--|--|
|  Chirag Shah |  Niranjana Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|  Chirag Shah |  Niranjana Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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and Conditions, below the words "We Accept" appearing at the end of the Annexures and retain the duplicate thereof for your record.

Thereafter, you may call on us with the guarantors, preferably with prior appointment, to execute the documents in this regard.

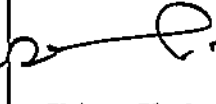

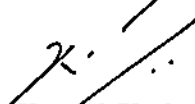
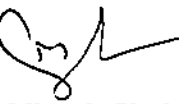


Assuring you of our best services at all times.

Yours faithfully,



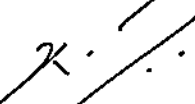


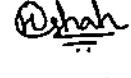
Relationship Manager (RE)

Encl.: Terms and Conditions – Annexure A, B, C, D,E,F& G

Amey Realty & Construction through partners:

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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1. SECURITY:

| LIMIT | PRIMARY SECURITY | COLLATERAL SECURITY | THIRD PARTY GUARANTEE |
|--|------------------|--|-----------------------|
| | | IMMOVABLE PROPERTY | |
| FUND BASED: Working Capital | | CC under BFRHP scheme for Rs 25.00 Crs | |
| Primary Security: | | | |
| <ul style="list-style-type: none"> • ALL THAT pieces or parcels of land bearing Survey No.45, Hissa No.1(part), Survey No.46, Hissa No.8 (Part), Old C.T.S. No.182 (Part) and now bearing New C.T.S No.182/C admeasuring 1486.1 sq. mtrs. Reserved for maternity home and C.T.S. No.182/D admeasuring 65.9 sq. mtrs. Reserved for 30 Feet Wide D.P. Road and CTS No. 182/E admeasuring 141.09 sq. mtrs. Reserved from Recreation Garden under the Development Plan of the MCGM, all aggregately admeasuring 1693.09 sq. mtrs. Or thereabouts TOGETHER WITH unsold units in under construction project registered as AMEY APARTMENTS (RERA No. P51800045221) to be constructed there on at Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, situates at Parsee Panchayat Road, Andheri (east), Mumbai-400 069. • 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 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 : | | | |
| Mr. Chirag Ashok Shah Mr. Niranjn P. Shah Mr. Kuntal N. Shah Mr. Minesh N. Shah Mr. Bhavik N. Shah Mr.Hetanshu C. Shah | | | |
| Corporate Guarantee: NIL | | | |

2. PERIOD OF ADVANCE & REPAYMENT TERMS:Cash Credit Limit :

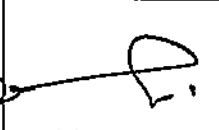

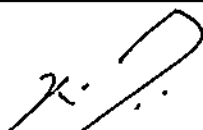



Repayable on demand with door to door tenure of 33 months including a moratorium period of 23 months from the date of first disbursement, subject to review every 12 months, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.

Others: Interest shall be payable on the outstanding in the loan accounts computed on daily balances basis duly compounded and debited to the accounts at monthly rests on the last working day of every month, in accordance with the accounting practices of the Bank from time to time.


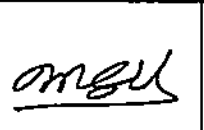
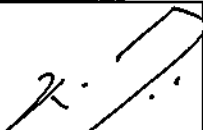
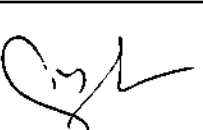

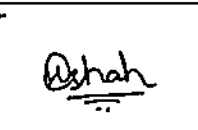
Validity of sanction is for 6 months from date of sanction.

Proposed Disbursement Schedule:

Amey Reality & Construction through partners:

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|  Chirag Shah |  Niranjn Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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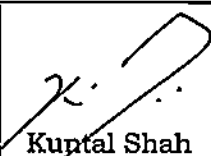



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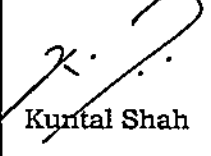

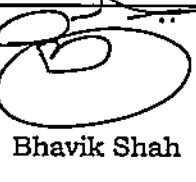

Disbursement will be made based on the completion status of the project based on implementation schedule provided, the infusion of customers/borrower's margin and advance received from customer by way of sale of flats.

| Month | Loan | Cumulative Loan | Cumulative Disbursement (%) | Promoter's contribution | Cumulative Promoter Contribution | Debt : equity | % Building Construction of Completion |
|----------------------|------|-----------------|-----------------------------|-------------------------|----------------------------------|---------------|---------------------------------------|
| July 2022 - Sep 2022 | 6.15 | 6.15 | 24.60% | 0.26 | 11.34 | 0.54 | 24.65% |
| Oct-22 | 1.75 | 7.90 | 31.60 | 0.05 | 11.39 | 0.69 | 31.65% |
| Nov-22 | 1.75 | 9.65 | 38.60 | 0.05 | 11.44 | 0.84 | 38.65% |
| Dec-22 | 1.75 | 11.40 | 45.60 | 0.05 | 11.49 | 0.99 | 45.65% |
| Jan-23 | 1.25 | 12.65 | 50.60 | 0.05 | 11.54 | 1.10 | 50.65% |
| Feb-23 | 1.25 | 13.90 | 55.60 | 0.05 | 11.59 | 1.20 | 55.65% |
| Mar-23 | 1.25 | 15.15 | 60.60 | 0.05 | 11.64 | 1.30 | 60.65% |
| Apr-23 | 1.17 | 16.32 | 65.27 | 0.05 | 11.69 | 1.40 | 65.32% |
| May-23 | 1.17 | 17.48 | 69.93 | 0.05 | 11.74 | 1.49 | 69.98% |
| Jun-23 | 1.17 | 18.65 | 74.60 | 0.05 | 11.79 | 1.58 | 74.65% |
| Jul-23 | 0.83 | 19.48 | 77.93 | 0.05 | 11.84 | 1.65 | 77.98% |
| Aug-23 | 0.83 | 20.32 | 81.27 | 0.05 | 11.89 | 1.71 | 81.32% |
| Sep-23 | 0.83 | 21.15 | 84.60 | 0.05 | 11.94 | 1.77 | 84.65% |
| Oct-23 | 0.83 | 21.98 | 87.93 | 0.01 | 11.95 | 1.84 | 87.98% |
| Nov-23 | 0.83 | 22.82 | 91.27 | 0.01 | 11.96 | 1.91 | 91.32% |
| Dec-23 | 0.83 | 23.65 | 94.60 | 0.02 | 11.98 | 1.97 | 94.65% |

Amey Realty & Construction through partners:

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|--------|------|-------|--------|------|-------|------|---------|
| Jan-24 | 0.45 | 24.10 | 96.40 | 0.01 | 11.99 | 2.01 | 96.43% |
| Feb-24 | 0.45 | 24.55 | 98.20 | 0.01 | 12.00 | 2.05 | 98.22% |
| Mar-24 | 0.45 | 25.00 | 100.00 | - | 12.00 | 2.08 | 100.00% |

The above disbursement schedule is indicative, and it may speed up or slow down as per the actual progress of work which will be inspected and verified on quarterly basis or before each disbursement vis a vis the implementation schedule.

Repayment Schedule

Project specific Working Capital of Rs. 25.00 crores with a door to door tenor of 33 months, including a moratorium period of 23 months from the date of first disbursement for construction activities. The repayment of the loan will be in form of 4 quarterly installments which will be start after construction moratorium period of 23 months from the date of first disbursement. The repayment is estimated to commence from June 2024 quarter end and will be repaid in 4 quarterly instalments :

| Month from the date of first disbursement | Expected Month ending | Reduction of Drawing Power (Rs. Crs) | Drawing Power (Rs. Crs) |
|---|--------------------------|--------------------------------------|-------------------------|
| First 23 months | Up to May 2024 | Moratorium | 25.00 |
| 24th Month | Quarter ending June 2024 | 6.25 | 18.75 |
| 25th to 27th Month | July 2024 to Sep 2024 | 6.25 | 12.50 |
| 28th to 30th Month | Oct 2024 to Dec 2024 | 6.25 | 6.25 |
| 31st to 33rd Month | Jan 2025 to March 2025 | 6.25 | 0.00 |

Interest will be paid / recovered separately as and when applied to the loan account.

* The above repayment schedule is only indicative, and it may be at higher side, as and when the net cash flow from the project is surplus and / or over and above the estimated cash flow statement submitted / considered at the time of sanction by the Bank.

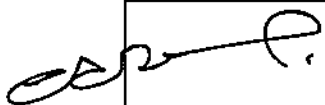

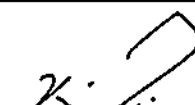



SBI may review the cash flows and accelerate/ change the repayment schedule in case of excess cash flow from higher bookings. In such scenario, pre-payment charges willnot be applicable. The repayment of the liability will be due on the last day of the respective quarter.

Project Implementation Schedule: (Month & Year to be Start / Completed)



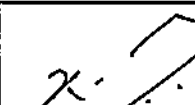

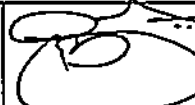
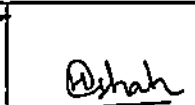
Rs. in crores

| Quarter Ended | Est Work % | Estimated cumulative Loan O/s) | Description of Work |
|---------------|------------|--------------------------------|---|
| Till date | 10% | 0.00 | Plinth work completed, RCC slab will start. |

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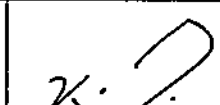



In Personal Capacity

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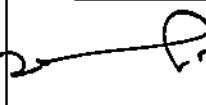




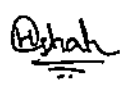
| | | | |
|--------|---------|-------|--|
| Sep-22 | 24.65% | 6.15 | RCC work till 3rd slab and 4th slab under process, Brickwork till Gr Flr, |
| Dec-22 | 45.65% | 11.40 | RCC work till 8th slab, Brickwork till 5th Flr, Plaster work till 2nd Flr, Flooring & Tiling work till Gr Flr, Water Proofing till Gr Flr, Electric-work till 1stFlr, |
| Mar-23 | 60.65% | 15.15 | RCC work till 11th slab, Brickwork till 10th Flr, Plaster work till 7th Flr, Flooring & Tiling work till 5th Flr, Water Proofing till 4th Flr, Plumbing & Drainage work till 3rd Flr, Electric-work till 6th Flr, Doors & windows work till 2ndFlr, |
| Jun-23 | 74.65% | 18.65 | RCC work till 16th slab, Brickwork till 14th Flr, Plaster work till 13th Flr, Flooring & Tiling work till 9th Flr, Water Proofing till 8th Flr, Plumbing & Drainage work till 7th Flr, Electric-work till 9th Flr, Doors & windows work till 5th Flr, Painting work till 3rdFlr, |
| Sep-23 | 84.65% | 21.15 | RCC work will be complete till 19th slab, Brickwork till 16th Flr, Plaster work till 16th Flr, Flooring & Tiling work till 13th Flr, Water Proofing till 12th Flr, Plumbing & Drainage work till 11th Flr, Electric-work till 14th Flr, Doors & windows work till 9th Flr, Painting work till 9th Flr, |
| Dec-23 | 94.65% | 23.65 | Brickwork & plaster complete ,Flooring & Tiling work till 18thFlr, Water Proofing till 18th Flr, Plumbing & Drainage work till 18th Flr, Electric-work till 18th Flr, Doors & windows work till 17th Flr, Painting work till 17 thFlr, |
| Mar-24 | 100.00% | 25.00 | Flooring & Tiling, Water Proofing, Plumbing & Drainage, Electric-work, Doors & windows work complete. Installation of Lift, Development of amenities, Application for OC and other completion and accupancycertificate , possession. |

Others: Interest shall be payable on the outstanding in the loan accounts computed on daily balances basis duly compounded and debited to the accounts at monthly rests on the last working day of every month, in accordance with the accounting practices of the Bank from time to time.

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| Chirag Shah | Niranjana Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

3. RATE OF INTEREST & OTHER SERVICE CHARGES:

Working Capital: Interest at of 3 % above State Bank EBLR which is presently 7.55 % p.a, Present Card Rate 10.55% p.a. calculated on daily products at monthly rests. 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 and the EBLR at its discretion.

Accrued but unapplied interest, if any, shall be governed by RBI's directives on IRAC norms. Interest rates on facilities extended in foreign currency shall be linked to LIBOR rates.

Term Loan: NAP

Charges for Non-Fund Based facility:

| | |
|---------------------|-----|
| BG Issuance Charges | NAP |
| LC Opening Charges | NAP |

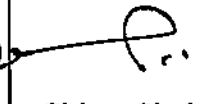
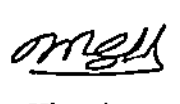
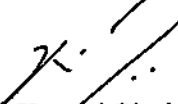
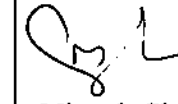
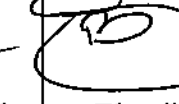
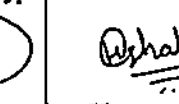
Enhanced / Penal Interest:

- (i) Enhanced/ penal rate of interest as applicable/decided by the bank from time to time will be charged for the period of delay in respect of:
- Delayed/non-submission of financial data required for review / renewal of limits
 - Delayed/non-submission of annual financial statements / FFR etc.
 - Delayed/non-submission of stock statements
 - Non-renewal of insurance policy (ies)
 - Diversion of Funds
 - Adverse deviation from stipulated level in respect of various parameters
 - Cash budget at monthly intervals.
- (ii) Enhanced / Penal rate will be charged on the excess drawings in case any irregularity / breach of the Bank's extant instructions / guidelines applicable from time to time. Enhanced / Penal interest will be compounded monthly.
- (iii) The Bank shall also be entitled to charge at its discretion, enhanced / penal interest rates on the accounts either on the entire outstanding or on a portion thereof, for any irregularity including non-observance or non-compliance of the Terms and Conditions of the advances, for such period as the Bank deems it necessary.


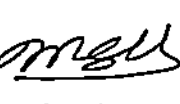
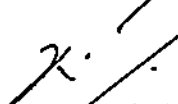
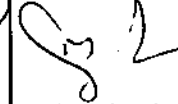

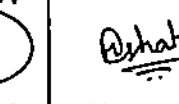
Details of other charges:

| | |
|--------------------------------------|--|
| Loan Processing Charges | NAP |
| Upfront Fee | 1.10% of Loan amount + GST |
| Annual review charges for Term Loans | 0.20% on outstanding amount. |
| Revalidation of Sanction | 50% of the applicable Processing charges. |
| Commitment charges | As and When Applicable |
| Pre-payment charges | 2% of the outstanding in the account in case of take over. |
| Facility Fee | NA |
| Inspection Charges | Rs. 30,000/- p.a. + GST |
| Documentation Charges | Rs. 20,000/- + GST |
| Registered Mortgage | Rs.10000/- + GST |
| Other Charges, not mentioned above: | As and When Applicable |

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4. MARGINS:

| SL. | ITEM | MARGIN (IN %) |
|----------|-----------------------------------|---------------|
| A | FUND BASED LIMITS | |
| a | Raw Materials: Imported | 0.00 % |
| b | Raw Materials: Indigenous | 0.00 % |
| c | Semi-Finished Goods | 0.00 % |
| d | Finished Goods | 0.00 % |
| e | Components / Consumables / Spares | 0.00 % |
| f | Domestic Receivables | 0.00 % |
| g | Export Packing Credit | 0.00 % |
| h | Project Loan | 32.43 % |
| B | NON-FUND BASED LIMITS | |
| a | Letters of Credit | 0.00 % |
| b | Bank Guarantees | 0.00 % |

5. INSURANCE: CAR (Contractor All Risk Policy)

All Risks (CAR) Insurance should be taken with Banks' name in the policy for the project being funded by us i.e. Project " Amey Apartments" located at CTS No. 182C/182D& 182E of Village Mogra Taluka Andheri East, Mumbai-400069.

The CAR policy taken for all the assets charged to the Bank should always be fully insured by the Borrower against fire, lightning, riots, strikes, floods, cyclones, earthquakes, civil commotion, and other natural calamities, etc., with a company approved by the Bank in the joint names of the Bank and yourselves, at your cost for full market value or Bank's interest, whichever is higher. The policies / cover notes should be lodged with the Bank. The policies should be kept alive (current) during the currency of the advance. In the event of non-compliance, the Bank reserves the right (but not be bound to exercise) to take the insurance cover as required by the Bank by debit to your account. The machinery to be purchased out of the Term Loan, if any, to be insured for the full market value or original cost of the machinery, whichever is higher. Likewise, all the renewals of the policies should also be effected /done by the Borrower at all materials.

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

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.

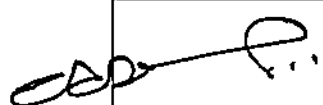

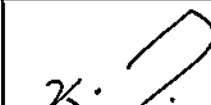

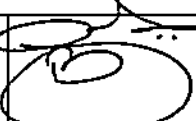
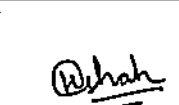
The Bank shall not be liable for any consequence arising from non-renewal of insurance in any year even if the Bank has in any previous year renewed the insurance of the hypothecated assets by debiting the borrower's account for failure of the Borrower to renew such insurance policy.

6. STOCK STATEMENTS/ Monthly Progress Report/ Quarterly Cash Budget:


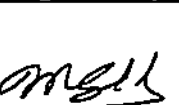
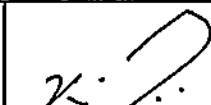

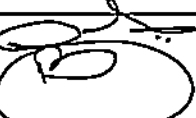
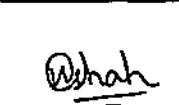
- Monthly Progress report to be submitted by 7th day of every month.
- Quarterly Cash Budget have to be submitted within 20 days from the end of each quarter.
- Half yearly submission of statement of stock/receivable/fixed asset during second quarter and last quarter of financial year.

Other required reports:

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

2. Stock and Receivable Audit will be conducted Half Yearly invariably & following parameters will be included in the Stock Audit (the fee for the same is to be paid by the Borrower).

i. Verification of RERA Collection Account / Escrow Account.

ii. Flats booked, Agreement copy, advance received from the customers from the Books of the company.

iii. Sale deeds executed in the project.

iv. Unsold Inventory in the project.

v. Promoter's margin in the project.

vi. Verification of the Drawing Power based on cash budget.

Monitoring of Account:

i. 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.

ii. Any delay in submission of the Monthly/Quarterly Cash Flow report shall attract penal charges as per Bank's extant instructions.

iii. Lender's Independent Engineer (LIE) will be appointed for the project & progress report to be obtained on quarterly basis till repayment of entire outstanding loan, the expenses of which shall be borne by the borrower.

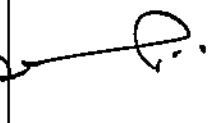

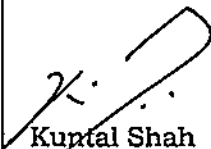



iv) The sale proceeds should be credited to designated Escrow Account or separate account as per RERA Rules of the respective State/UT and every withdrawal from this RERA complied account should be credited to Escrow account maintained with us.

v) Copy of Report duly certified by Architect, Engineer & chartered accountant submitted to RERA Authority for withdrawal from RERA separate account to be obtained on Quarterly basis and compare with actual work / cash flow.



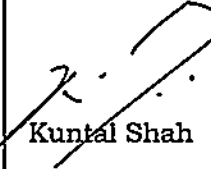

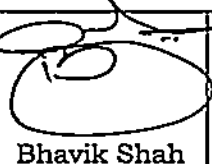
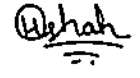
vi) Penal interest @2% will be charged in case of withdrawal (partial / whole) of the unsecured loan subordinated to Bank debt.

7. INSPECTIONS:

The Bank's officials / inspectors are to be permitted in the factory / business premises/ location of the projects as and when required to inspect the stocks / books / equipment. Where the premises are leased / hired, necessary approvals to the effect from the Lessor, if any required, are to be obtained. All assistance to be extended to the Bank's officials in conducting and Amey Reality & Construction through partners:

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completing such inspections smoothly. Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. The cost of such inspections shall be borne by you.

8. VALUATION OF INVENTORY:

| ITEM | TO BE VALUED AT |
|--|---|
| Imported Raw Material | Landed cost (i.e., invoice value plus Customs Duty but excluding Sales Tax and demurrage, if any) or market price, whichever is lower |
| Indigenous Raw Material, packing materials, consumable stores and spares | Invoice price or market price or Govt. controlled price, whichever is the lowest |
| Semi-Finished Goods and Finished Goods | Cost of Production or Selling Price or market price or Govt. controlled rates, whichever is the lowest |

9. SECURITY DOCUMENTS:

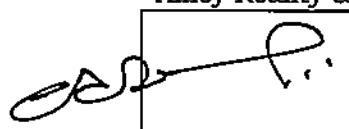
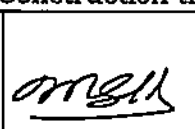
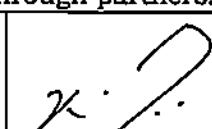
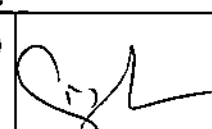
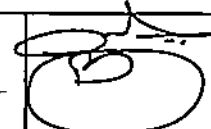
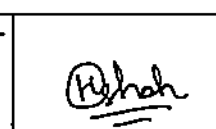
The following security documents shall be executed by you and the Guarantors:
 Arrangement letter, DP Note, DP Note take delivery letter, yearly affidavit and SME Documentation as applicable.
 Agreement of Loan-cum-Hypothecation
 Guarantee Agreement
 Mortgage documents
 Any other documents as may be required by the Bank

10. DISCLOSURE OF NATIONALITY OF BORROWER AND GUARANTOR:


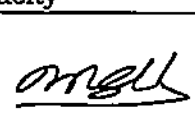
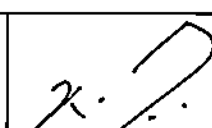
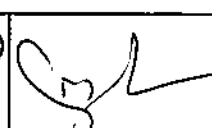

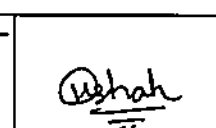
| Sr. No. | Name | Status(borrower/Partner/Guarantor) | Nationality/Citizenship* | Remark if any |
|---------|-----------------------|------------------------------------|--------------------------|---------------|
| 1 | Mr. Chirag Ashok Shah | Promoter | Indian | NA |
| 2 | Mr. Niranjan P. Shah | Promoter | Indian | NA |
| 3 | Mr. Kuntal N. Shah | Promoter | Indian | NA |
| 4 | Mr. Minesh N. Shah | Promoter | Indian | NA |
| 5 | Mr. Bhavik N. Shah | Promoter | Indian | NA |
| 6 | Mr. Hetanshu C. Shah | Promoter | Indian | NA |

*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.

Amey Reality & Construction through partners:

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| Chirag Shah | Niranjan Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

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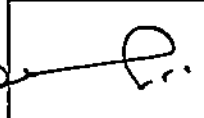

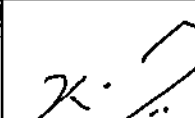



11. **INCOME TAX ACT:** Borrower / Guarantor hereby declares and confirms that no proceedings under any of the provisions of the Income Tax Act, 1961 including but not limited to proceeding for default in compliance with the provisions of said Act/ rules/regulations there under or proceeding for recovery 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.

12. **DCCO DATE:**We declare the project DCCO Date as 31.03.2024.

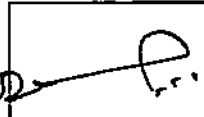
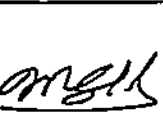
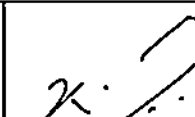



ANNEXURE - B

1. 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.
2. Drawings in the account will be regulated on the basis of Drawing Power computed as per the cash flow.
3. 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.
4. 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.
5. 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.
6. 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, Income Tax, FATF authorities should also be submitted to the Bank.
7. The Unit should confine their entire business including foreign exchange business to us.
8. The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
9. The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.

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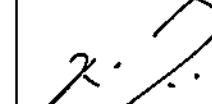
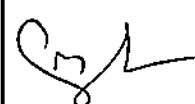


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10. In case the Unit fails to complete the formalities with regard to creation of a charge in favor of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstandings or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.
11. 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.
12. 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.
13. After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of installments under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
14. The proprietor / partners / directors should not withdraw the profits earned in the business / capital invested in the business without meeting the installments payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.
15. 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.
16. 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.
17. The Unit and other depositors of title deeds should possess a clear, absolute and marketable title to the properties proposed to be legally / equitably mortgaged in favor of the Bank to the satisfaction of the Bank's solicitors / advocates. Further, the said properties are to be revalued as and when required at your cost.
18. 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.
19. In respect of Working Capital Limits / Total exposure of Rs. 10.00 crore and above, FFR-I (Financial Follow-up Report) should be submitted at quarterly intervals within 52 days from the close of relative quarter. FFR-II (Half-yearly Operating Statement) should be submitted at half-yearly intervals within 67 days from the close of the relative half-year. Non-submission of the statements will be construed as non-compliance of the covenants. (Not applicable)
20. A charge of Rs. NIL will be levied per branch allocation in respect of limits allocated to other branches of the Bank.

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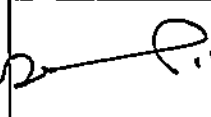

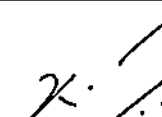



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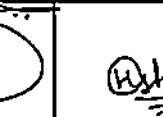
21. In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs10000/-+ GST (Registered Mortgage) will be levied.
22. Processing charges as applicable (presently --- or part thereof i.e. Rs.NA) on the Working Capital limits sanctioned will be charged annually or at the time of renewal, whichever is earlier. Upfront fee at the rate of (1.10% of the loan amount i.e. Rs. 51,70,000/- plus applicable GST) of limits sanctioned will be charged in respect of Term Loan.
23. 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.
24. Next Renewal / Review of the above facilities is due on 18.07.2023 The Unit is required to submit financial data one month before the due date.
25. In respect of Term Loans, enhanced rate of interest is payable under the following circumstances: Non-payment of interest / installments Cross default. 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.
26. In respect of certain schemes such as Swarojgar Credit Card, etc., the facility should be covered under the Group Insurance Scheme.
27. In case of a Company being the borrower, the following terms are applicable:
- (a) A resolution to be passed in a meeting of the Board of Directors of the Company for availing the credit facilities sanctioned by the Bank and a duly certified extract to be submitted to the Bank. The resolution should contain, *inter alia*, the following particulars:
- (α) Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
 - (β) Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
 - (γ) 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.
 - (δ) Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.
 - (ε) Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.
28. LLP should keep the Bank informed in advance of any subsequent amendment proposed in the LLP agreement.
29. LLP should file the Annual Return with the Registrar on yearly basis.
30. LLP should invariably register the banks charge with the ROC within 30 days from the creation of charge.

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

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| Chirag Shah | Niranjana Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

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:

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



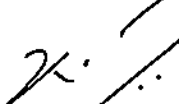


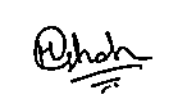
(ad) Cancellability Clause:-

"Notwithstanding anything contained hereinabove, we confirm having agreed that the Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice.



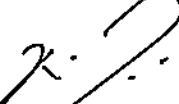



- (i) In case the limits / part of the limits are not utilized by us, and/or
- (ii) In case of deterioration in the loan accounts in any manner whatsoever, and/or
- (iii) In case of non-compliance of terms and conditions of sanction

(ae) Frequent Dishonour of Cheques and failed ECS:

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During the currency of the Credit facilities the bank will have the option of calling up the advance and also withdraw cheque facility in terms of the Bank's policy on dishonor of cheque, in case of frequent incidences of dishonour of cheque/failed ECS (debit) due to insufficient funds is observed in the account.

(af) As per the Bank's extant instructions, for the loans above Rs.1.00 crore, two valuation reports from two different empanelled valuers to be done as per stipulated periodicity i.e. once in 3 years and two Search Report from two different empanelled advocates will have to be submitted as per prescribed periodicity i.e. Yearly.

(ag) Submission of follow up Returns/ Information:

In the Bank's standard/ prescribed format and the prescribed periodicity, as under:

| Sl. | Name | Periodicity | To be submitted within |
|-----|--|---------------------------------|--|
| 1. | Monthly Progress Report along with cash flow statement. | Monthly | By the 20 th of the following month. |
| 2. | Quarterly Cash Flow along with Architect Progress Report | Quarterly | By the 20 th of the following month. |
| 3. | Copy of Copy of Report duly certified by Architect (Form 1), Engineer (Form 2) & chartered accountant (Form 3) submitted to RERA Authority. | Quarterly | By the 20 th of the following month. |
| 4. | Unhedged Foreign Currency Exposure data, Declaration (Details of accounts opened by them with other Banks and details of investments in stock markets, mutual funds, NBFCs, ICDs, Associate companies, Subsidiaries, real estate etc.) and End use certificate | Quarterly | By the 7 th of the following month. |
| 5. | FSMTL-1 FSMTL-3 | Quarterly Half Yearly | By the 7 th of the following month. |
| 6. | Audited Annual Statement of Account | Yearly | Within 6 months of close of financial year. |
| 7. | Renewal Data along with CMA | Yearly | 1 month before the due date of renewal, i.e. 1 month before the expiry of validity of the existing sanction. |
| 8. | Any other information as may be desired by the Bank from time to time. | As may be required by the bank. | |



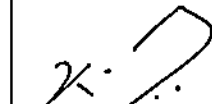


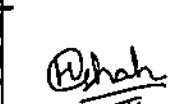
(ah) Stock & Receivables Audit: As Applicable

As per the banks extant instructions Stock and Receivables Audit will be conducted on all units with credit limit of Rs. 5.00 Crore and above at Half yearly intervals. The following parameters will included in the stock audit.

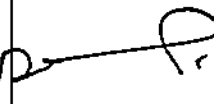

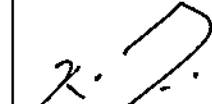


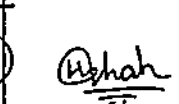
i. Verification of RERA Collection Account / Escrow Account.

ii. Flats booked, Agreement copy, advance received from the customers from the Books of the company.

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- iii. Sale deeds executed in the project.
- iv. Unsold Inventory in the project.
- v. Promoter's margin in the project.
- vi. Verification of the Drawing Power based on cash budget

(ai) External Rating: Not Applicable

As per the banks extant instructions External Rating will be conducted on all units with credit limit of Rs.50.00 crore and above at yearly intervals.(NA)

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

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

(ak). During the currency of credit facilities, if there is any change in the nationality of the Borrower(s)/Guarantor(s) or any individual Borrower(s)/Director(s)/ Guarantor(s)/Partner(s) lose(s) the citizenship of India or acquire(s) the citizenship of any other country, the same has to be advised in writing to the Bank, immediately

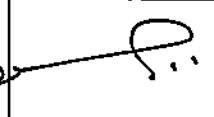




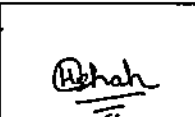
(al) I. I/We hereby agree and give consent for the disclosure by the bank of all or any such information and data relating to me /us information relating to my/our obligation in any banking facility granted/to be granted to me/us by the bank as borrower /guarantors and in case of default ,if any, committed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

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



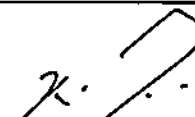
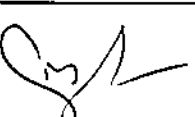

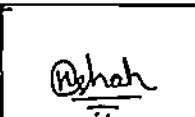
(am) Other critical Covenants

- The unit has to submit affidavit from the Partners (Section 6 D) that he is not related to any member of Bank's Board/Senior Officer of the Bank/Member of any other Bank's Board.
- Other statutory terms and conditions governing the sanction and conduct of the advance are applicable other than the covenants mentioned in the proposal.
- Stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors / unsecured lenders should be submitted to this effect to the Bank.
- The Banks charge should be noted with appropriate authority on primary & collateral security before disbursement of enhance limit.
- DSRA equivalent to a Quarter instalment and interest to be built up before commencement of instalments in ESCROW account/STDR.

Amey Reality & Construction through partners:






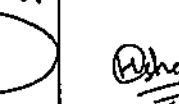
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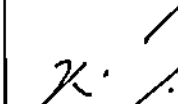



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- The lender shall have the right to appoint Lender's Independent Engineer (LIE) for inspection and ensure the end use of the fund during the implementation period and till repayment of entire outstanding loan, the expenses of which shall be borne by the borrower.
- Excess of cash flows after meeting construction related expenses should be used for reduction of Bank Loan.
- Monthly sold / unsold inventory and work in progress report to be submitted to Branch.
- Cash flow / budget certified by borrower's CA and work in progress report certified by architects/ civil engineer to be submitted on quarterly basis without fail.
- Disbursement / drawing power of Cash Credit will be made as per Cash flow / Budget certified by chartered accountants for the cost incurred and Work in Progress report as certified by Architect.
- Any shortfall in the expected advances from prospective clients to be met by way of additional promoter's contribution.
- The Borrower will provide all booking leads to SBI for Home Loan Business. NOC will be obtained from SBI for proposed buyers, for availing Home Loan. Failure to comply with this stipulation would entail 2% penal interest on the entire outstandings.
- NOC to permit prospective buyers to avail loans from other bank to be issued only after approval of our controlling authority (DGM B&O).
- All necessary statutory approval / permission from local / Govt. Bodies to be submitted.
- Disbursed amount should be utilized for the respective projects only. It should not be utilized for another project of the developer/builder.
- Undertaking that margin infused in the form of USL is subordinate to the bank borrowing and cannot be withdrawn during the currency of the loan.
- Penal interest @2% will be charged in case of withdrawal (partial / whole) of the unsecured loan if any, subordinated to Bank debt.
- The Firm should submit quarterly progress report containing details like amount received from customers/status of sale of flat indicating number of flats booked etc. If any delay observed in submission of monthly/quarterly cash flow attracts penal charges as per extant instruction.
- CA Certificate to be submitted towards infusion of margins before disbursement.
- Insurance of all tangible primary / other securities to be taken out preferably from SBI General Insurance Co. Ltd. Terrorism Risk Insurance cover waived.
- Limits will be released subject approval for deviations from appropriate sanctioning authorities.
- Advances/Deposits received over and above the advances considered in the proposal from the new customers during the loan tenure to be credited to loan account and DP will be reduced accordingly.
- Interest to be served on due dates during moratorium period.
- Any other condition subject to final approval

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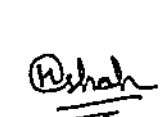
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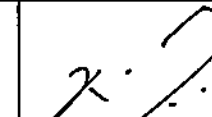


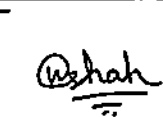
TERMS & CONDITIONS FOR BUILDERS FINANCE

1. The amount of disbursement for the projects will be restricted to loan amount i.e. maximum deficit found in project after reducing from the total requirement of Funds, the advance received from buyers of flats, statutory dues, etc.
2. Stage wise cash budget indicating inter alia the total requirement of funds for completing each stage of construction and total inflows e.g. advances received from buyers of flats duly certified by CA as also by architect /civil engineers, to be submitted by the borrower.
3. Sworn affidavit of the guarantors to be submitted before disbursement.
4. All documentation and mortgage formalities to be completed in all respect before disbursement.
5. Borrower shall submit suitable undertaking that in the event of advances from prospective clients 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 source before disbursement.
6. Borrower to submit a Chartered Accountants certificate for amount already spent on the project / infused before disbursement.
7. Borrower not to withdraw/pay unsecured loan brought in for the proposed project during the currency of the term. Borrower to give an undertaking to that effect before disbursement.
8. Cash budget will be certified by borrowers CA and also by architects/ civil engineer and followed by quarterly progress report for the project furnished by Lender's Independent Engineers (LIE), cost for which will be borne by the Firm.
9. Borrower shall not withdraw / pay the Unsecured Loans without prior approval From the Bank.
10. The proposal for sanction of Housing Loan, etc. will be considered as per Banks policy guidelines depending upon merit of the case.
11. Disbursement of Cash Credit will be made as per Work in Progress as certified by Architect supported by Chartered Accountants Certificate for the cost incurred.
12. The Unit on a monthly basis will pay interest on Loan A/c as & when applied by the Bank.
13. Borrower will undertake to insure cost of the primary security / Collateral Security.
14. Borrower will obtain No Objection Certificate from SBI Branch in respect of each residential flat while selling the units in the project and before issuing NOC on behalf of the Customer for availing Loan from other Bank, Financial Institution willing to sanction Housing Loan.
15. Borrower will not withdraw capital during currency of Bank Finance.

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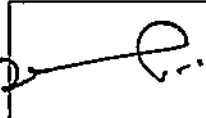
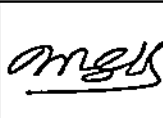
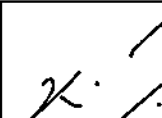



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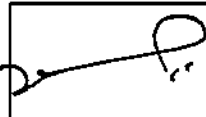

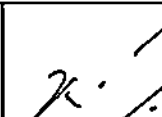

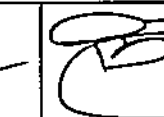
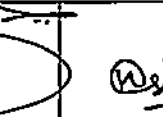
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16. Borrowers need to submit a monthly progress report along with a cash flow statement before 20th of subsequent month.
17. The Borrower will bring in additional funds to the tune of shortfall in Booking Advance as per Cash flow statement.
18. Borrower will confine all their banking arrangements pertaining to this project with us and will strictly adhere to the terms of sanction.
19. Borrower to undertake to advise the names of buyers to a branch to be specified for housing loan business.
20. Payment to be received by the builder from buyer of flats of the captioned project will be by cheque drawn in favour of SBI Diamond Garden Chembur Branch A/c Amey Reality & Construction LLP. This legend should be incorporated in the Agreement for Sale.
21. Cost vetting of the Project from bank's empanelled engineer to be submitted before disbursement.
22. All the sales proceeds to be routed through the account maintained with us till the proposed loan is outstanding.
23. All the remaining sales proceeds from existing booked flats should be routed through the account maintained with us. Acceptance letter regarding the same from existing flat owners to be submitted to us before disbursement.
24. Borrower has to deposit 6 blank PDCs to the bank.
25. RERA account of the project should be open with us before disbursement of loan and it should be updated with RERA Authorities.
26. Advance/deposit received from the new customers (other than booked flats considered at the time of sanction) during the loan tenor, will be credited to loan account and DP will be reduced accordingly irrespective of the proposed loan repayment schedule.
27. The builder/developer/ Borrower would disclose in the Pamphlets/Brochures etc., the name (s) of the Bank(s) to whom the property is mortgaged.
28. The builder/developer/Borrower would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/ magazines etc.
29. The builder/developer/ Borrower would indicate in their Pamphlets/Brochures, that they would provide No Objection Certificate (NOC) /permission of mortgagee Bank for sale of flats/property.
30. 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.
31. 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.

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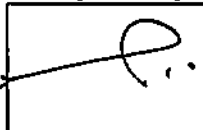
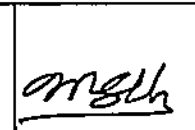
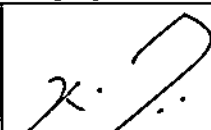


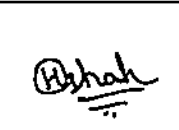
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32. The Borrower will also undertake and confirm to complete the entire project under all circumstances including event of escalation of project cost beyond what is agreed in the Business plan.
33. The lender will have right to form a Project Monitoring Committee (PMC).
34. The lender shall have the right to scrutinize and audit the expenses, which are incurred for the project at the borrowers cost.
35. Borrower has to sign MOU for Tie up of the financed project.
36. The Bank will have the first right of refusal for Home loans taken by the buyers for purchase of units in the project.
37. 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.
38. The exposure in this scheme will be considered under CRE (Residential Housing), if the commercial construction is up to 10% and CRE if the commercial construction is more than 10% of the total construction.
39. The project will be considered as Infrastructure if the funding is for Affordable Housing Project.
40. All disclosures as per RBI instructions will be mentioned in the arrangement letter, which is mainly regarding advertisement, issue of NOC, use of fly ash etc.
41. 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.
42. An undertaking that SBI penetration of Home Loan in project should be atleast 50% to be submitted

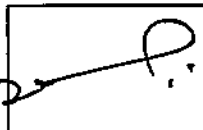
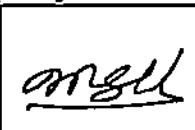
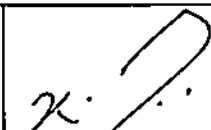
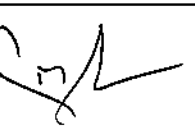

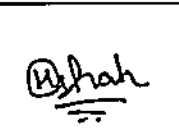
RERA compliance:

1. Project has been registered with MAHARERA registration no. P51800045221 dated 10.05.2022 , completion dated as per RERA is 31.12.2025
2. Project is to be adequately insured as per RERA guidelines.
3. Builder has to ensure that all new agreement of sale to be signed with the allottees is as per the model format uploaded by RERA.
4. Promoter has to deposit minimum 70% of amount realised for project from the allottees in an escrow account to cover cost of construction and land cost and shall be used only for that purpose.
5. Promoter can withdraw the amount from the separate account to cover the cost of project in proportion to the % of completion of project after it is certified by an engineer, architect and CA that the withdrawal is in proportion to the % completion of the project.

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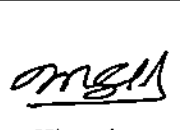
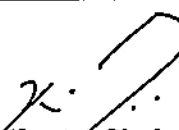
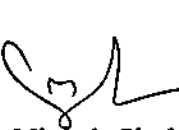

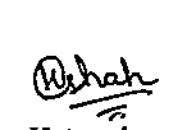
6. The promoter has to get his accounts audited within 6 months after the end of every financial year by a CA and produce a statement of account duly certified and signed by a CA and it shall be verified during the audit that the amount collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the % of work completed.

7. Project should be developed and completed by the promoter in accordance with the sanctioned plans as approved by the appropriate authority.


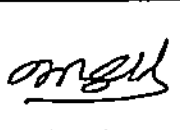
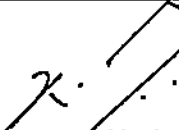
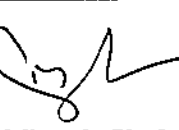

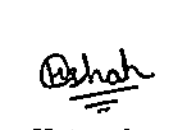
8. If there are alterations or additions in the sanctioned plans and specifications of buildings or common areas within the project, prior written consent of at least 2/3rd of the allottees other than the promoters have to be obtained.

9. 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 allottees other than the promoters has to be obtained.

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I. Mandatory Covenants:

M1. The borrower should maintain adequate books of accounts, as per applicable accounting practices and standards, which should correctly reflect its financial position and scale of operations and should not radically change its accounting system without notice to the Bank.

M2. The borrower should submit to the Bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the Bank as on the date of publication of the borrower's annual accounts.

M3. In case of default in repayment of the loan/advances or in the payment of the interest thereon or any of the agreed instalments of the loan on due date(s) by the borrower, the Bank and/or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower/unit and its directors/partners/ proprietors as defaulters/wilful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

M4. The Bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time.

M5. The borrower should not induct into its Board a person whose name appears in the wilful defaulters list of RBI/ CICs. In case such a person is already on the Board of the borrowing company, it would take expeditious and effective steps for removal of that person from its Board. Nominee directors are excluded for this purpose.

M6. In the event of default in repayment to our Bank or if cross default has occurred, the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests.

Cross default will be defined as:

- (a) Default by the borrower to any other bank under Consortium/MBAOR
- (b) Default by the borrower's associate/sister concern/subsidiary to our Bank OR
- (c) Default by the borrower's associate/sister concern to any other bank.

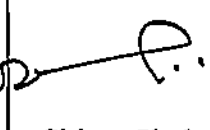
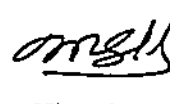
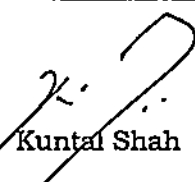


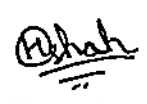
Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 30 days.

M7. In stressed situation or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The Bank shall have the right to convert loan to equity or other capital in accordance with the regulatory guidelines. Further, in such a scenario, the borrower agrees to facilitate the process of conversion of loan to equity or other capital.



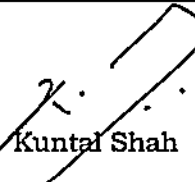


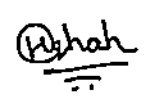
M8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and or management consultants of the Bank's choice. Cost of such inspection shall be borne by the borrower.

M9. After provision for tax and other statutory liabilities, unless expressly permitted otherwise, the Bank will have a first right on the profits of the borrower for repayment of amounts due to the Bank (unless expressly permitted otherwise).

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M10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if, the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and/or proposed to be taken. Further, for listed corporates, the borrower will inform the Bank simultaneously along with Stock Exchange(s).

For the purpose of this covenant, "substantial effect on their profit or business" would mean adverse variance of 5% or more

M11. Effect any change in the borrower's capital structure where the 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. Only for Term Loans (>Rs 50 crores) – Covenants (in relation to the under noted parameters) (i.e. DSCR, Int. Coverage, FACR, Debt/EBIDTA etc.) are to be stipulated for all term loans and these are required to be tested annually on the basis of Audited Balance Sheet (ABS). Penal interest will be charged in case of breach of any two of the three parameters vis-a-vis values as approved by the sanctioning authority in the sanction note at the following rates. The penal interest will apply from the day after the date of ABS, and shall continue till the breach is cured.

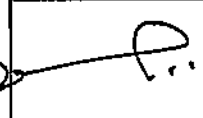
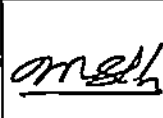
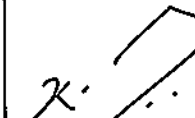



The details are as under:

| Parameters | Benchmark for annual testing of financial covenants | Penalty for adverse deviations | |
|-------------------------|---|--------------------------------|-------------|
| DSCR | -- | Up to 5% | NIL |
| Interest Coverage Ratio | -- | > 5% & up to 10% | 25 bps p.a. |
| FACR | -- | >10% | 50 bps p.a. |



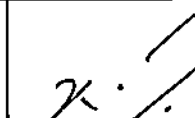
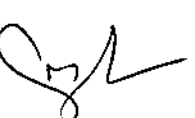


M15. Each of the following events will attract penal interest/charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account:

- For the period of overdue interest/instalment in respect of Term Loans and overdrawings above the drawing power/limit in Fund Based Working Capital accounts on account of interest/devolvement of letters of credit/bank guarantee, insufficient stocks and receivables etc.
- Non-submission of stock statements within 20 days of the succeeding month.
- Non-submission of Audited Balance Sheet within 8 months of closure of financial year.
- Non-submission/delayed submission of FFRs, wherever stipulated, within due date.
- Non-submission of review/renewal data at least one month prior to due date.

Amey Reality & Construction through partners:

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|---|---|--|---|--|--|
|  Chirag Shah |  Niranjana Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|  Chirag Shah |  Niranjana Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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f. Non-renewal of insurance policy (ies) in a timely manner or inadequate insurance cover.

M16. In the event of default, or where signs of inherent weakness are apparent, the Bank shall have the right to securitise the assets charged and in the event of such securitisation, the Bank will suitably inform the borrower (s) and guarantor(s). In addition, the Bank shall have the right to novate/assign the assets charged.

M17. The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise.

Further, for the purpose of this covenant, "adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested" would mean impact on TNW of the particular entity by 10% or more.

II. Mandatory Negative Covenants:

The Borrower(s) shall give 60 day's prior notice to the Bank for undertaking any of the following activities to enable the Bank to take a view. If, in the opinion of the Bank, the move contemplated by the borrower is not in the interest of the Bank, the Bank will have the right of veto for the activity. Should the borrower still go ahead, despite the veto, the Bank shall have the right call up the facilities sanctioned.

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

MN2. Any New project or Scheme of expansion or Acquisition of fixed assets if such investment results in breach of financial covenant(s) or diversion of working capital funds for financing long-term assets.

MN3. Investment by way of share capital or Loan or Advance funds to or Place deposits with any other concern (including group companies). Further, such investment should not result in breach of financial covenants relating to TOL/Adj. TNW and Current Ratio agreed upon at the time of sanction.

MN4. Entering into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction. (This covenant will not be applicable for NBFCs).

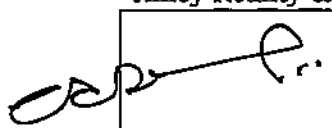
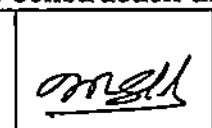
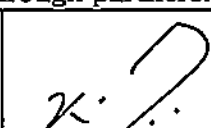
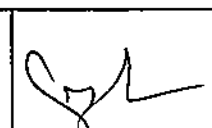

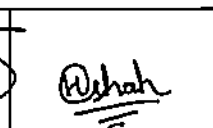
MN5. Issuing any guarantee or Letter of Comfort in the nature of guarantee on behalf of any other company (including group companies).

MN6. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default is subsisting in any repayment obligations to the Bank.

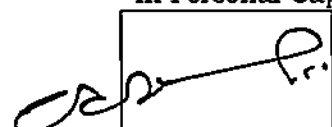
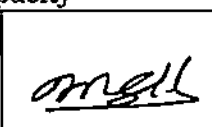
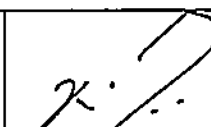
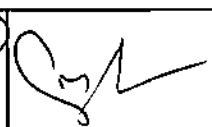

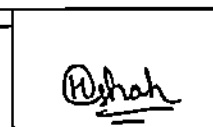
MN7. Create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, company, firm or persons.

MN8. Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5% of Gross Block may be sold in any financial year provided such sale does not dilute FACR below minimum stipulated level. (Not applicable for unsecured loans).

Amey Reality & Construction through partners:

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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MN9. Entering into any contractual obligation of a long term nature (i.e. 2 years or more) or which, in the reasonable assessment of the Bank, is an unrelated activity and is detrimental to lender's interest.

MN10. Change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees etc. except where mandated by any legal or regulatory provisions.

MN11. Any trading activity other than the sale of products arising out of its own manufacturing operations. (Not applicable in case finance is for trading activity only).


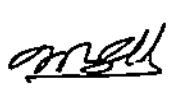
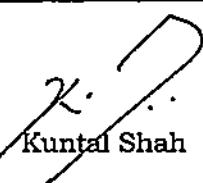


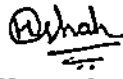
MN12. Transfer of controlling interest or making any drastic change in the management set-up including resignation of promoter directors (includes key managerial personnel).

MN13. Repay monies brought in by the promoters/directors/principal shareholders and their friends and relatives by way of deposits/loans /advances. Further, the rate of interest, if any, payable on such deposits/loans/advances should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of instalments to term loans granted/deferred payment guarantees executed by the Bank or other repayment obligations, if any, due from the borrower to the Bank.

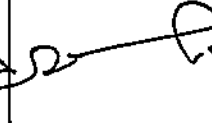
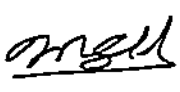


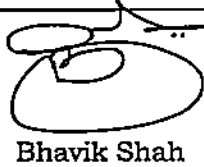
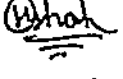
MN14. Opening of Current Account with another bank or a bank which is not a member of consortium/MBA. For credit facility (ies) under sole banking arrangement, borrower shall confine entire business with financing bank. Further, in respect of credit facilities under consortium/MBA, the borrower agrees to offer to the Bank (on a right of first refusal basis) at least pro rata business relating to remittances, non-fund based transactions including LCs/BGs, bills/cheque purchase, Forex transactions and any interest rate or currency hedging business, Merchant Banking, IPO/FPO, Capital market transactions, Cash Management Product, Vehicle Loan etc.

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

Amey Reality & Construction through partners:

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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ANNEXURE - E

BORROWER'S CONSENT FOR DISCLOSURE

I/We understand that as a pre-condition relating to grant of the loans/ advances/ other non-fund-based credit facilities to me/us, the Bank, (State Bank of India), requires my/our consent for the disclosure by the Bank of, information and add data relating to me/us, of the credit facility availed of/to be availed, by me/us, in discharge thereof.

Accordingly, I/We, hereby agree and give consent for the disclosure by the Bank of such:

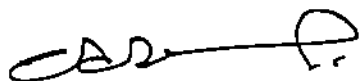
- a) Information and data relating to me/us;
- b) The information or data relating to any credit facility availed of/to be availed by me/us and
- c) Default, if any, committed by me/us, in discharge of my/our obligation;

As the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by the Reserve Bank of India.

I/We declare that the information and data furnished by me/us to the Bank are true and correct.



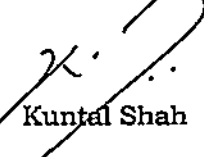

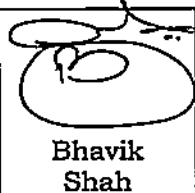
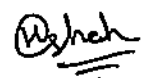
I/We undertake that:

- a) the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- b) the Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf.



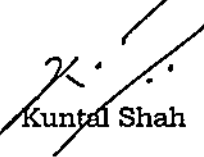

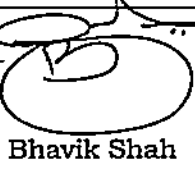
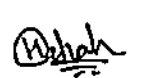


Signature of the Borrower(s)
(Amey Reality & Construction LLP)

Amey Reality & Construction through partners:

| | | | | | |
|---|--|--|---|--|--|
|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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GUARANTOR'S CONSENT FOR DISCLOSURE

I/We understand that as a pre-condition relating to grant of the loans/ advances/ other non-fund-based credit facilities to me/us, the Bank, (State Bank of India), requires my/our consent for the disclosure by the Bank of, information and add data relating to me/us, of the credit facility availed off/to be availed, by me/us, in discharge thereof.

Accordingly, I/ We hereby agree and give consent for the disclosure by the Bank of such:

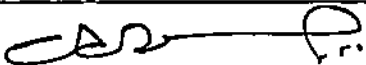

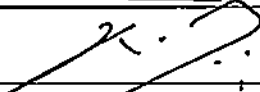
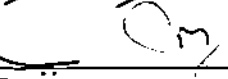

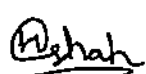
- Information and data relating to me/us;
- The information or data relating to any credit facility availed off/to be availed by me/us and
- Default, if any, committed by me/us, in discharge of my/our obligation;

As the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by the Reserve Bank of India.

I/We declare that the information and data furnished by me/us to the Bank are true and correct.

I/We undertake that:

- the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- the Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf.



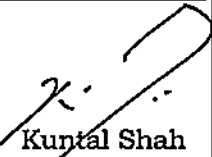

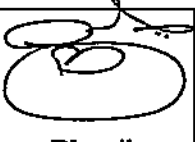

| Guarantors Name | Signature of Guarantors |
|-----------------------|--|
| Mr. Chirag Ashok Shah |  |
| Mr. Niranjana P. Shah |  |
| Mr. Kuntal N. Shah |  |
| Mr. Minesh N. Shah |  |
| Mr. Bhavik N. Shah |  |
| Mr. Hetanshu C. Shah |  |

Annexure-G



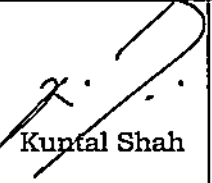

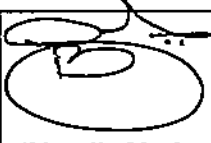
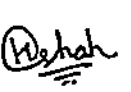
1. Registered Mortgage of of land bearing Survey No.45, Hissa No.1(part), Survey No.46, Hissa No.8 (Part), Old C.T.S. No.182 (Part) and now bearing New C.T.S No.182/C admeasuring 1486.1 sq. mtrs. Reserved for maternity home and C.T.S. No.182/D admeasuring 65.9 sq. mtrs. Reserved for 30 Feet Wide D.P. Road and CTS No. 182/E admeasuring 141.09 sq. mtrs. Reserved from Recreation Garden under the Development Plan of the MCGM, all aggregately admeasuring 1693.09 sq. mtrs. Or thereabouts TOGETHER WITH unsold units bearing unit number, floor and area as mentioned hereunder, in under construction project registered as "AMEY APARTMENTS" (RERA No. P51800045221) to be constructed thereon at Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, situates at Parsee Panchayat Road, Andheri (east), Mumbai-400 069.

List of 67 unsold flats to be mortgage in the proposed building/s project known as "Ameay Apartments "(Maha RERA Project Registration No: P51800045221):

Ameay Reality & Construction through partners:



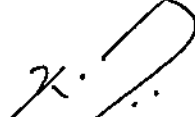



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| Chirag Shah | Niranjana Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

In Personal Capacity



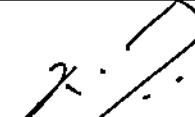
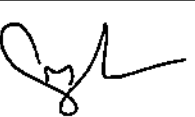

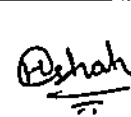
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| Chirag Shah | Niranjana Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

| Sr. No. | Unit | Configura tion | Floor | RER A | Sr. No. | Unit | Configuratio n | Floor | RERA |
|---------|------|----------------|-----------------------|--------------------------|---------|------|----------------|------------------------|--------------------------|
| | No. | | | Carpe t Area (In sq. Ft) | | | | | Carpe t Area (In sq. Ft) |
| 1. | 101 | 2BHK | 1 st Floor | 747 | 35 | 1004 | 2BHK | 10 th Floor | 810 |
| 2. | 104 | 2BHK | 1 st Floor | 810 | 36 | 1201 | 2BHK | 12 th Floor | 747 |
| 3. | 201 | 2BHK | 2 nd Floor | 747 | 37 | 1102 | 2BHK | 11 th Floor | 747 |
| 4. | 202 | 2BHK | 2 nd Floor | 747 | 38 | 1103 | 3BHK | 11 th Floor | 967 |
| 5. | 203 | 3BHK | 2 nd Floor | 967 | 39 | 1202 | 2BHK | 12 th Floor | 747 |
| 6. | 204 | 2BHK | 2 nd Floor | 810 | 40 | 1203 | 3BHK | 12 th Floor | 967 |
| 7. | 301 | 2BHK | 3 rd Floor | 747 | 41 | 1204 | 2BHK | 12 th Floor | 810 |
| 8. | 302 | 2BHK | 3 rd Floor | 747 | 42 | 1301 | 2BHK | 13 th Floor | 747 |
| 9. | 303 | 3BHK | 3 rd Floor | 967 | 43 | 1302 | 2BHK | 13 th Floor | 747 |
| 10. | 304 | 2BHK | 3 rd Floor | 810 | 44 | 1303 | 3BHK | 13 th Floor | 967 |
| 11. | 401 | 2BHK | 4 th Floor | 747 | 45 | 1304 | 2BHK | 13 th Floor | 810 |
| 12. | 402 | 2BHK | 4 th Floor | 747 | 46 | 1401 | 2BHK | 14 th Floor | 747 |
| 13. | 403 | 3BHK | 4 th Floor | 967 | 47 | 1402 | 2BHK | 14 th Floor | 747 |
| 14. | 404 | 2BHK | 4 th Floor | 810 | 48 | 1403 | 3BHK | 14 th Floor | 967 |
| 15. | 501 | 2BHK | 5 th Floor | 747 | 49 | 1404 | 2BHK | 14 th Floor | 810 |
| 16. | 502 | 2BHK | 5 th Floor | 747 | 50 | 1501 | 2BHK | 15 th Floor | 747 |
| 17. | 503 | 3BHK | 5 th Floor | 967 | 51 | 1502 | 2BHK | 15 th Floor | 747 |
| 18. | 504 | 2BHK | 5 th Floor | 810 | 52 | 1504 | 2BHK | 15 th Floor | 810 |

Amey Reality & Construction through partners:

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|  Chirag Shah |  Niranjana Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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|  Chirag Shah |  Niranjana Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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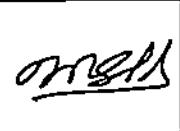
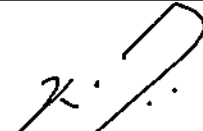
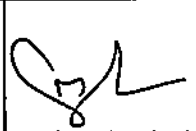

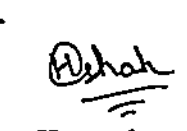
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|-----|----------|------|------------------------|-----|----|------|------|------------------------|-----|
| 19. | 601 | 2BHK | 6 th Floor | 747 | 53 | 1601 | 2BHK | 16 th Floor | 747 |
| 20. | 602 | 2BHK | 6 th Floor | 747 | 54 | 1602 | 2BHK | 16 th Floor | 747 |
| 21. | 603 | 3BHK | 6 th Floor | 967 | 55 | 1603 | 3BHK | 16 th Floor | 967 |
| 22. | 604 | 2BHK | 6 th Floor | 810 | 56 | 1701 | 2BHK | 17 th Floor | 747 |
| 23. | 701 | 2BHK | 7 th Floor | 747 | 57 | 1702 | 2BHK | 17 th Floor | 747 |
| 24. | 702 | 2BHK | 7 th Floor | 747 | 58 | 1703 | 3BHK | 17 th Floor | 967 |
| 25. | 703 | 3BHK | 7 th Floor | 967 | 59 | 1704 | 2BHK | 17 th Floor | 810 |
| 26. | 704 | 2BHK | 7 th Floor | 810 | 60 | 1801 | 2BHK | 18 th Floor | 747 |
| 27. | 801 | 2BHK | 8 th Floor | 747 | 61 | 1802 | 2BHK | 18 th Floor | 747 |
| 28. | 901 | 2BHK | 9 th Floor | 747 | 62 | 1803 | 3BHK | 18 th Floor | 967 |
| 29. | 902 | 2BHK | 9 th Floor | 747 | 63 | 1804 | 2BHK | 18 th Floor | 810 |
| 30. | 903 | 3BHK | 9 th Floor | 967 | 64 | 1901 | 2BHK | 19 th Floor | 747 |
| 31. | 904 | 2BHK | 9 th Floor | 810 | 65 | 1902 | 2BHK | 19 th Floor | 747 |
| 32. | 100 1 | 2BHK | 10 th Floor | 747 | 66 | 1903 | 3BHK | 19 th Floor | 967 |
| 33. | 100 2 | 2BHK | 10 th Floor | 747 | 67 | 1904 | 2BHK | 19 th Floor | 810 |
| 34 | 100 3 | 3BHK | 10 th Floor | 967 | | | | | |

2. 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 or assignment by way of security interest on all rights, title, claims, benefits, demands and privileges under Project documents, both present and future.

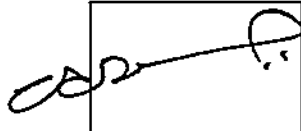
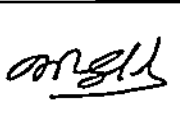
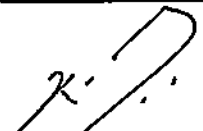
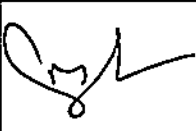
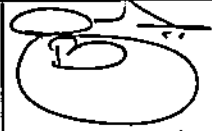
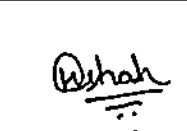
3. Charge or assignment by way of security interest on all rights, title, claims, benefits, demands and privileges under Project documents, both present and future.

4. Charge on the Escrow Account, Debt Service Reserve Account (DSRA) and monies deposited therein.

Amey Reality & Construction through partners:

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| Chirag Shah | Niranjana Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

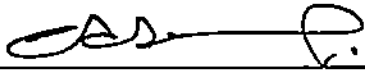

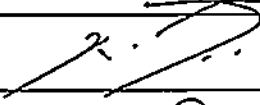
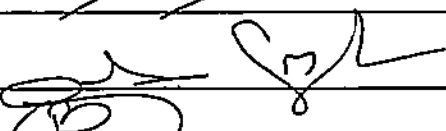

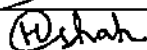
In Personal Capacity

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| Chirag Shah | Niranjana Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

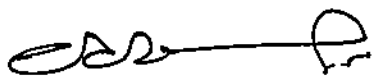

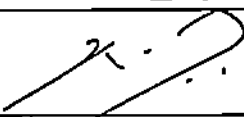


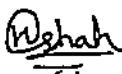
We accept,

Borrower-

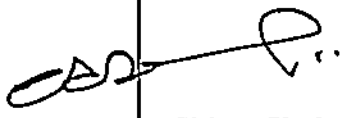

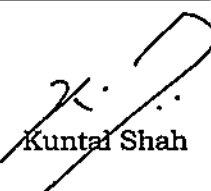

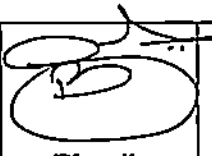
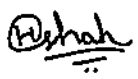
Amey Reality & Construction LLP

| | |
|-----------------------|---|
| Mr. Chirag Ashok Shah |  |
| Mr. Niranjan P. Shah |  |
| Mr. Kuntal N. Shah |  |
| Mr. Minesh N. Shah |  |
| Mr. Bhavik N. Shah |  |
| Mr. Hetanshu C. Shah |  |

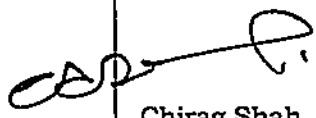

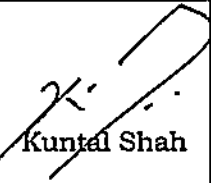


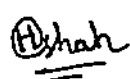
Personal Guarantors:

| Name of Signatory | Signature |
|-----------------------|---|
| Mr. Chirag Ashok Shah |  |
| Mr. Niranjan P. Shah |  |
| Mr. Kuntal N. Shah |  |
| Mr. Minesh N. Shah |  |
| Mr. Bhavik N. Shah |  |
| Mr. Hetanshu C. Shah |  |

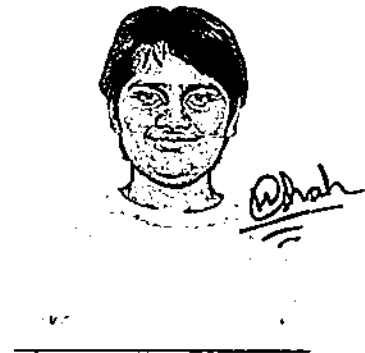
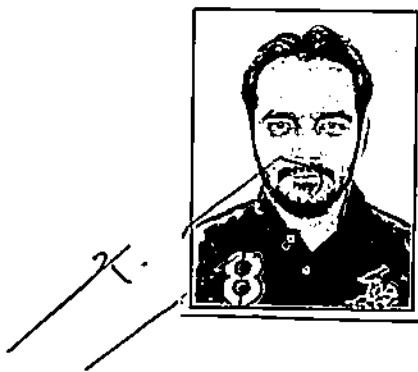
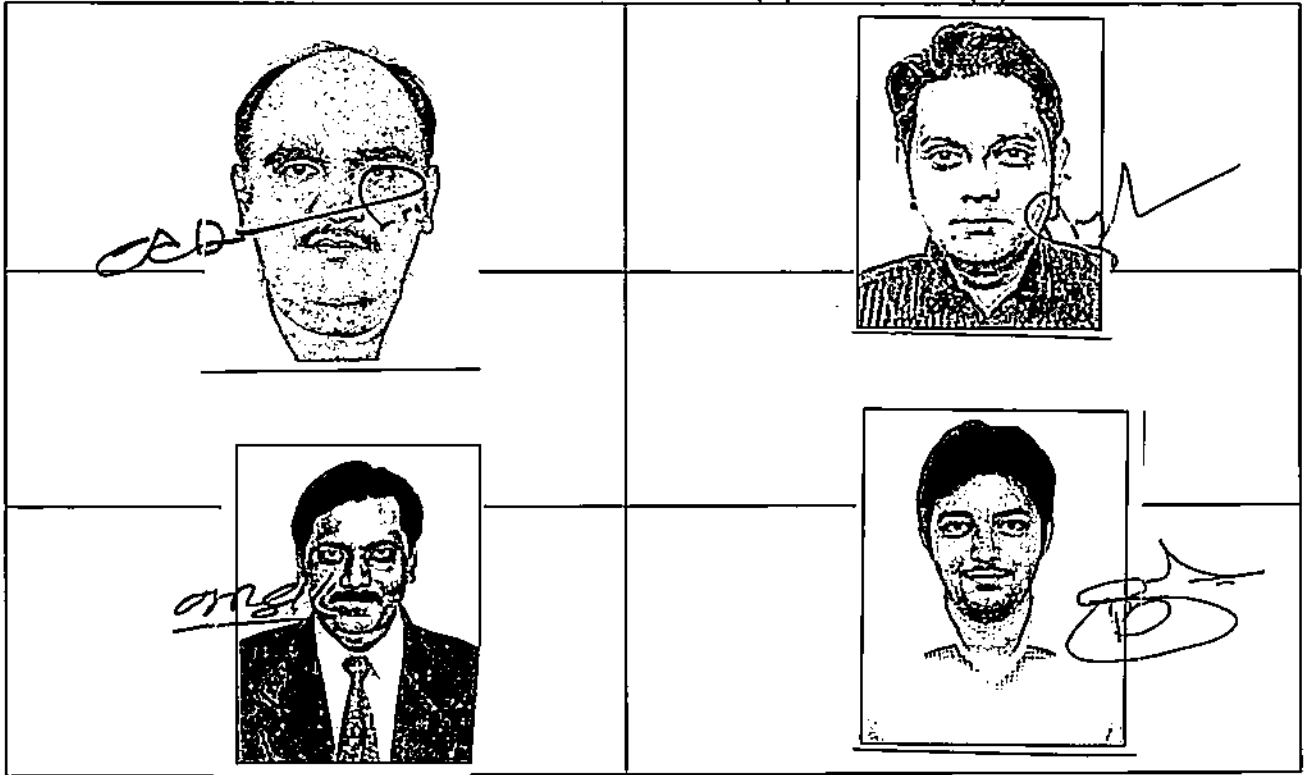
Amey Reality & Construction through partners:

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| Chirag Shah | Niranjan Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |


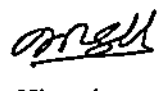
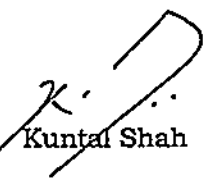

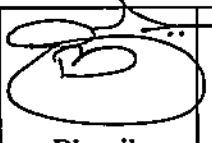
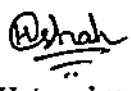
In Personal Capacity

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| Chirag Shah | Niranjan Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |



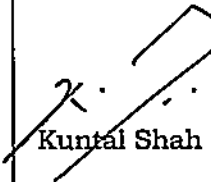

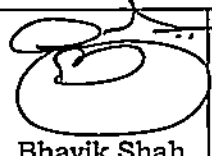
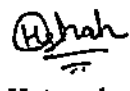
PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S) / PARTNER(S)



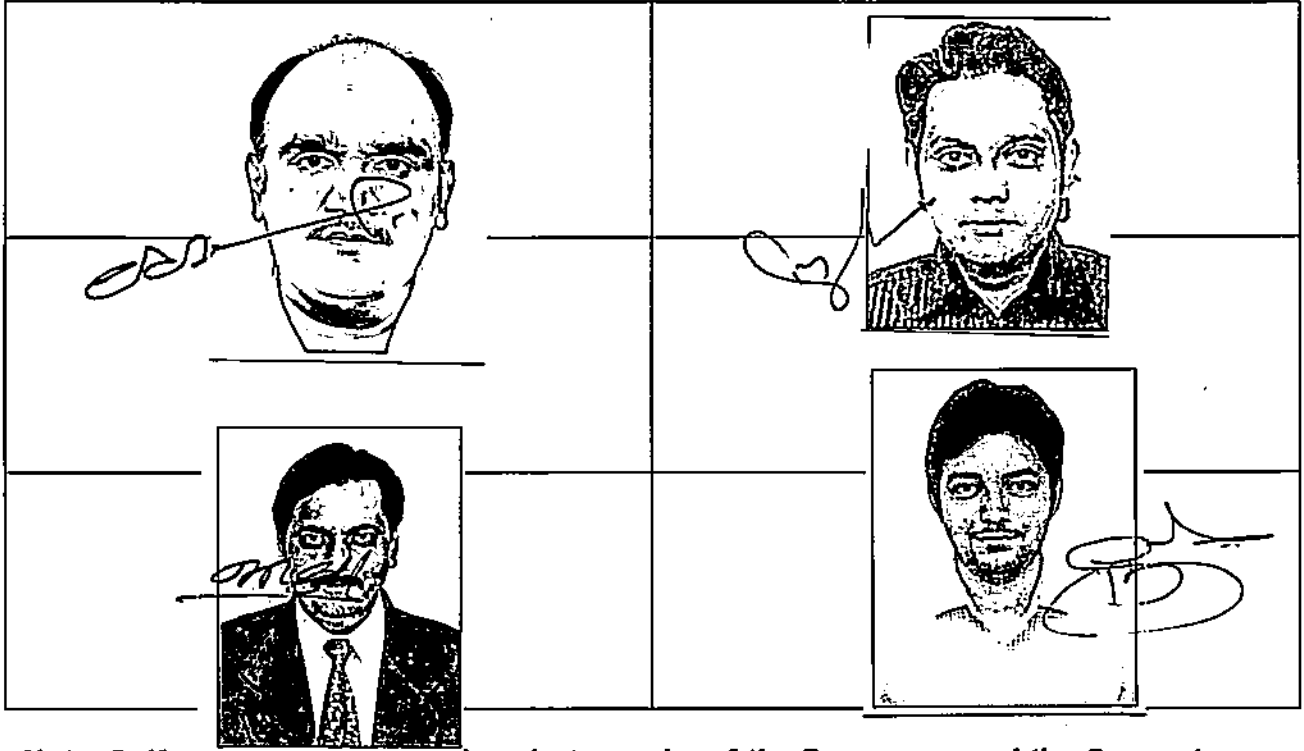
Amey Realty & Construction through partners:

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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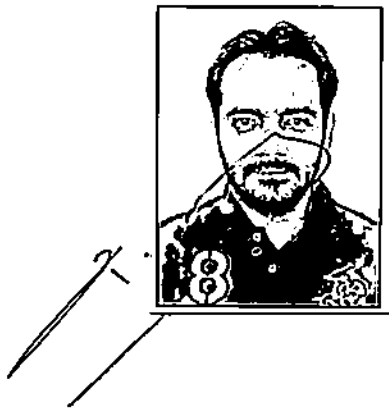
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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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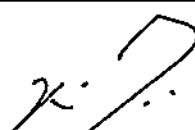

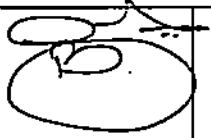
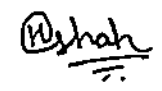
PASSPORT SIZE PHOTOGRAPHS OF THE GUARANTOR(S)





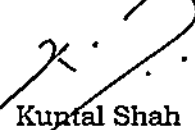
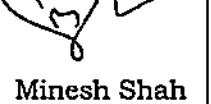

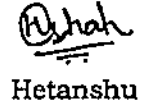
Note: Self attached passport size photographs of the Borrowers and the Guarantors



Amey Realty & Construction through partners:

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| Chirag Shah | Niranjan Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

In Personal Capacity

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| Chirag Shah | Niranjan Shah | Kuntal Shah | Minesh Shah | Bhavik Shah | Hetanshu Shah |

Annexure -IV

Undertaking to be executed by the Borrower for furnishing Information by the Bank to Credit Information Bureau (India) Ltd., CIBIL

1. I/We understand that as a precondition relating to grant of the loans/ advances/ other non-fund based credit facilities to me/ us, the State Bank of India, requires my/ our consent for the disclosure by the bank of information and data relating to me/ us, of the Credit facility availed off/ to be availed, by me/ us, obligations assumed/ to be assumed, by me/ us, in relation thereto and default, if any committed by me/ us, in discharge thereof.
2. Accordingly, I/ We hereby agree and give consent for the disclosure by the State Bank of India, of all or any such.
 - a) information and data relating to me/ us.
 - b) the information or data relating to any credit facility availed off/to be availed, by me/ us and
 - c) default, if any, committed by me/us, in discharge of my/our such obligation.

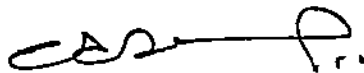
As the State Bank of India, may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorised in this behalf by RBI.

3. I/ We undertake that the information and data furnished by me/us to the bank are true and correct.
4. I/We undertake that
 - a) The Credit Information Bureau (India) Ltd., and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and;
 - b) The Credit Information Bureau (India) Ltd., and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.
 - c) The expression 'bank' includes lending institutions for the purpose.
5. "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.
 - o In case the limits / part of the limits are not utilized by us, and/ or
 - o In case of deterioration in the loan accounts in any manner whatsoever, and/ or
 - o In case of non-compliance of terms and conditions of sanction".

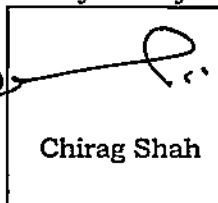
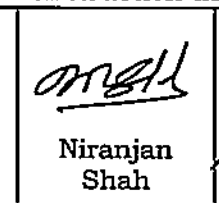
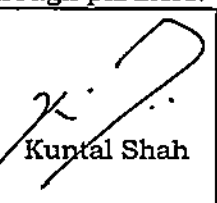
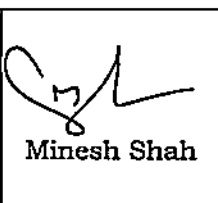
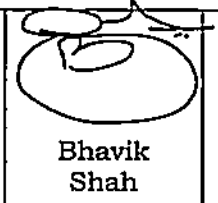
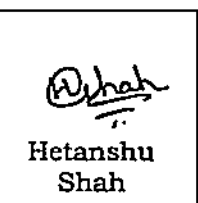
Place: Mumbai

Date: 27.07.2022

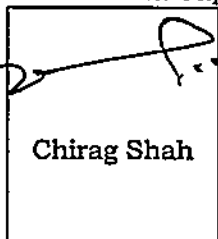
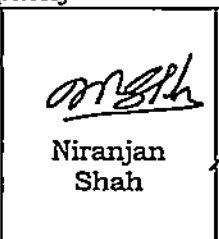
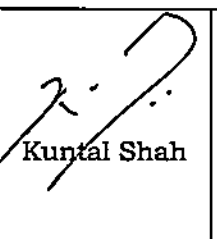
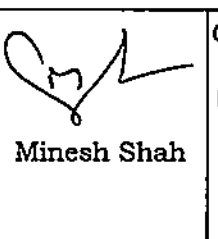
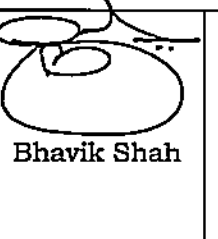
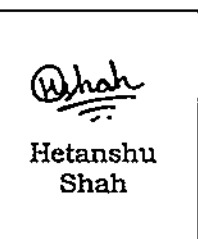
Borrower



Amey Reality & Construction through partners:

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|--|--|--|---|--|--|
|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
|--|--|--|---|--|--|

In Personal Capacity

| | | | | | |
|--|--|--|---|--|--|
|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
|--|--|--|---|--|--|

Annexure – V

Format of Authorisation - Borrower

To
The Branch Manager
State Bank of India
Diamond Garden Chembur Branch

Dear Sir,

Borrower Name: Amey Reality & Construction LLP

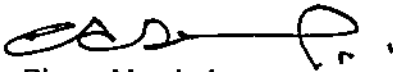
I/ We acknowledge that the Borrower has applied for from you/ been granted by you certain credit facility/ ies wherein I am/ We are the Borrower/ Guarantor.

In this regard, I/ We hereby expressly authorise you to approach Income Tax Department as also any other Government Department/ Authority/ Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about me/ us and about our business or activity submitted by me/ us to such authority or entity, for the purpose of verification of the same with the information submitted by me/ us to you in relation to the credit facility/ ies applied for/ availed by from you by the Borrower.

This authorisation shall continue to be valid, continuing and in force until all amounts due to you under the credit facility(ies) granted/ to be granted by you to the Borrower are not fully repaid to you and received by you.

Yours faithfully,

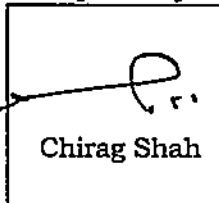
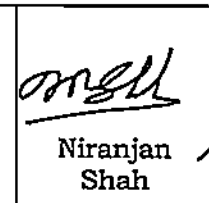
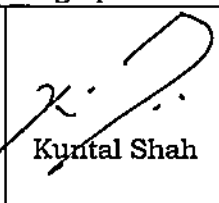
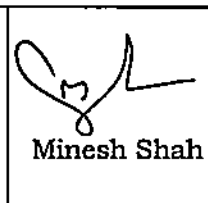
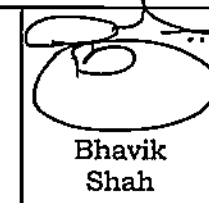
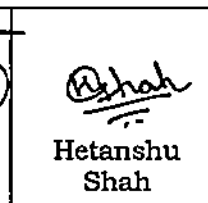
Signature
For Amey Reality & Construction LLP



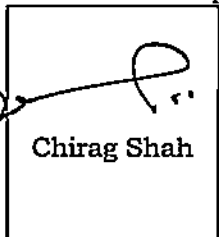
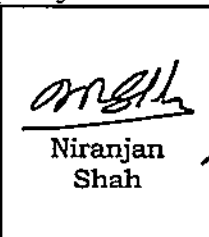
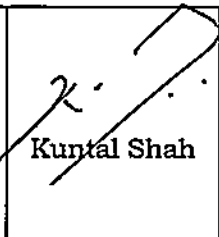
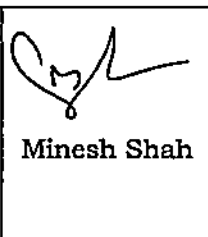
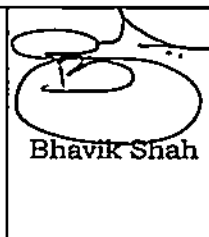
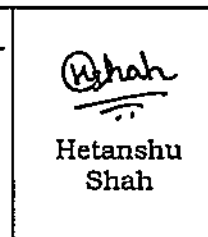
Place: Mumbai

Date: 27.07.2022

Amey Reality & Construction through partners:

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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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Annexure – VI

Format of Authorisation - Guarantor

To
The Branch Manager
State Bank of India
Diamond Garden Chembur Branch

Dear Sir,

Borrower Name: Amey Reality & Construction LLP

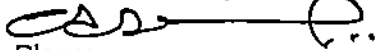
I/ We acknowledge that the Borrower has applied for from you/ been granted by you certain credit facility/ ies wherein I/we are the Guarantors.

In this regard, I/ We hereby expressly authorise you to approach Income Tax Department as also any other Government Department/ Authority/ Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about me/ us and about our business or activity submitted by me/ us to such authority or entity, for the purpose of verification of the same with the information submitted by me/ us to you in relation to the credit facility/ ies applied for/ availed by from you by the Borrower.

This authorisation shall continue to be valid, continuing and in force until all amounts due to you under the credit facility(ies) granted/ to be granted by you to the Borrower are not fully repaid to you and received by you.

Yours faithfully,



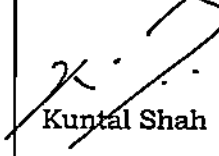



For Amey Reality & Construction LLP



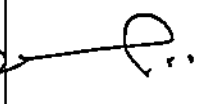

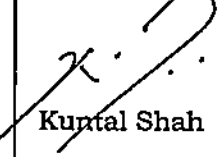

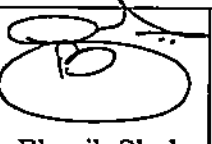
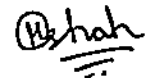
Place:

Date: 27.07.2022

Amey Reality & Construction through partners:

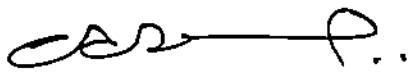
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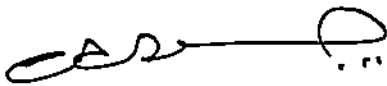
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SHARING OF INFORMATION WITH NATIONAL E-GOVERNANCE SERVICES LIMITED (NeSL) - INFORMATION UTILITY (ICJ)

1. As per RBI instructions issued vide circular no. Leg.BC.98/02.08.019/2017-18 dated 19.12.2017, all the Banks / FIS (Financial Creditors) must share the financial information and information relating to assets in relation to which security interest has been created with the Information Utility (IU) under section 215 of Insolvency and Bankruptcy Code (IBC) 2016.
2. In this regard, RBI has appointed National E-Governance Services Limited as an IU and your Bank has signed an agreement with the said IU for sharing and storing of the financial and security information of borrowers.
3. For the aforesaid services, National E-Governance Services Limited (IU) will charge professional fees, which will be recovered by the bank on annual basis. The rates for the services offered will be displayed on the website of NeSL under the link - <https://www.nesl.co.in/table/>.

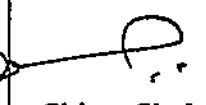
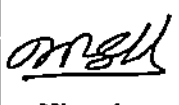
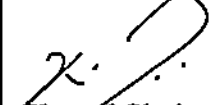
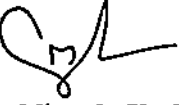
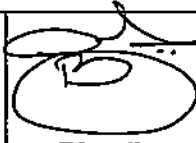
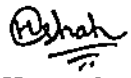


BORROWER









GUARANTORS

Amey Reality & Construction through partners:

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|  Chirag Shah |  Niranjn Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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In Personal Capacity

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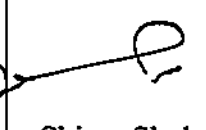
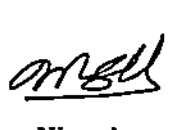
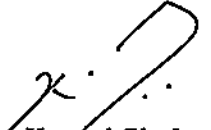
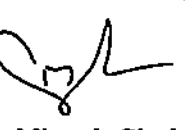


ANNEXURE – E

Additional Terms & Conditions (Builder Finance for Residential Housing project):



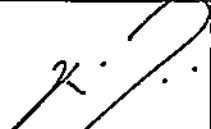
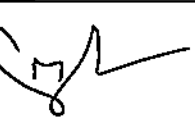
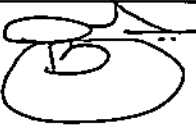
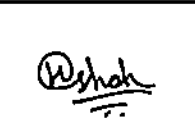
- The amount of disbursement for the project will be restricted to 67.57 %gap for project "Amey Apartments" after reducing the advance received from buyers of flats, statutory dues, etc from the total requirement of funds. The promoter's contribution to be brought on pro rata basis to the loan disbursement as per progress in construction.
- Stage wise cash budget indicating inter alia the total requirement of funds for completing each stage of construction and total inflows e.g. advances received from buyers of flats duly certified by Company's auditors as also by architect/civil engineers, will be submitted the borrower.
- All documentation and mortgage formalities to be completed in all respects before disbursement.
- The Company shall submit suitable undertaking that in the event of advances from prospective clients 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 source before disbursement.
- The Company to submit a Chartered Accountants certificate for amount already spent on the project / infused before disbursement.
- The Company not to withdraw unsecured loan if any brought in for the proposed project during the currency of the term. The Company to give an undertaking to that effect before disbursement.
- The Company shall not withdraw the Unsecured Loans if any without prior approval from the Bank.
- The proposal for sanction of Housing Loan, etc. will be considered as per Bank's policy guidelines depending upon merit of the case.
- The Company on a monthly basis will pay interest on Cash Credit A/c as & when applied by the Bank.
- Company will undertake to insure cost of the primary security.
- 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.
- Company will not withdraw capital during currency of Bank Finance.
- Company shall submit Cash Flow statement on a quarterly basis.
- The company will bring in additional funds to the tune of shortfall in Booking Advance as per Cash flow statement.
- The borrower will confine all their banking arrangements pertaining to this project with us and will strictly adhere to the terms of sanction.
- The Company to undertake to advise the names of buyers to a branch to be specified for housing loan business.
- Payment to be received by the builder from buyer of flats of the captioned project will be by cheque drawn in favour of SBI Diamond Garden Chembur, Mumbai, A/c Amey Reality & Construction LLP. This legend should be incorporated in the Agreement for Sale.
- Negative Lien on the proposed unsold flats, will be agreed upon.
- Proceeds of the further phases are also to be routed through the account maintained with us till the proposed loan is outstanding.

The following additional terms and conditions are to be stipulated as a part of the terms and conditions:

Amey Reality & Construction through partners:

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|---|--|--|---|--|--|
|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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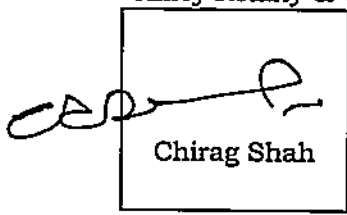
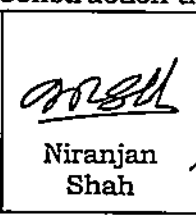
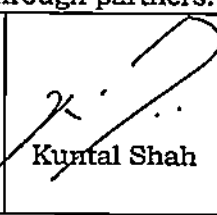
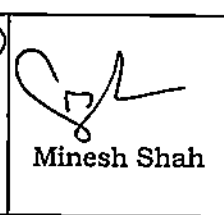
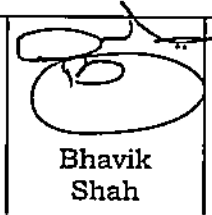
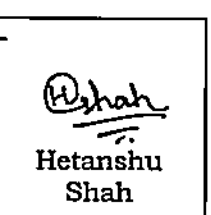
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|  Chirag Shah |  Niranjan Shah |  Kuntal Shah |  Minesh Shah |  Bhavik Shah |  Hetanshu Shah |
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(i) The builder/developer/Company would disclose in the Pamphlets/Brochures etc, the name (s) of the Bank(s) to whom the property is mortgaged

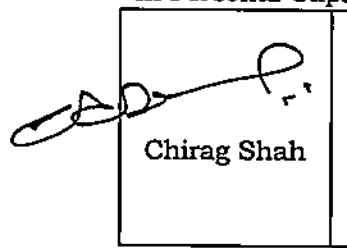
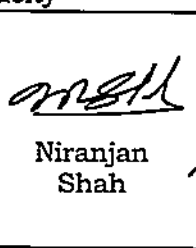
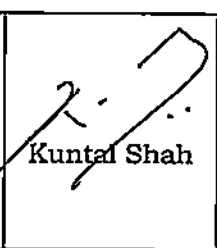
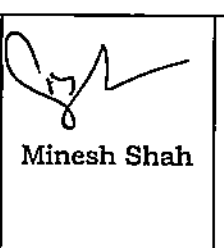
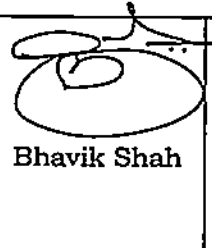
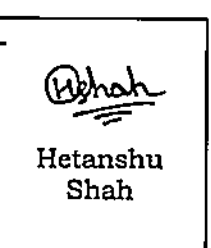
(ii) The builder/developer/Company would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/ magazines etc.

(iii) 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 Operating Units/Branches/Processing Centers are advised to ensure compliance of the above terms and conditions and funds should not be released unless the builder/developer/Company fulfils the above conditions.

Amey Reality & Construction through partners:

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