



## To

Letter No. CBGGN/AMTH/2018-19/

Date: 30/01/2019

Dear Sirs,

### ADVANCES TO C&I SEGMENT SANCTION OF CREDIT FACILITIES

With reference to your application dated 15.11.2018 requesting us for renewal of Working Capital Limits at enhanced levels and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexure A, B, C & D:

SL	FACILITY	EXISTING LIMIT	PROPOSED LIMIT	CHANGE (+/-)
(Rs. in crs)				
<b>A) FUND BASED LIMITS:</b>				
Total of Fund Based Limits		0.00	0.00	0.00
<b>B) NON-FUND BASED LIMITS:</b>				
a	BG	150.00	129.00	(-) 21.00
b	(LC) within overall BG limit	(5.00)	(0.00)	(-)(5.00)
Total of Non-Fund Based Limits		150.00	129.00	(-)21.00
<b>TOTAL LIMITS</b>		<b>150.00</b>	<b>129.00</b>	<b>(-)21.00</b>

Company to note compliance of the following for continuance of the facility:

(a) BG audit to be carried out quarterly for analysis of risk and wherever BGs are categorised as 'High Risk', cash margin to be stepped up to 100%.



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Commercial Branch 604671

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(b) Company to provide consolidated Financial Statement for the FY ending 31/03/2018 of the Group

(c) The Company to provide affidavit executed by the authorised person with Board Resolution, at half yearly intervals mentioning that land parcels mortgaged to the Bank as collateral security are not developed and they continue to remain encumbered to the Bank.

(g) D & B report of Vatika Overseas Ltd will be obtained for analysis of the same.

We are forwarding this letter in duplicate along with Annexures A , B , C & D and shall be glad if you return to us the originals duly signed by you and the guarantors in token of having accepted the Terms and Conditions, below the words "We Accept" appearing at the end of the Annexures and retain the duplicate thereof for your record.

Assuring you of our best services at all times.

Yours faithfully,



RELATIONSHIP MANAGER (AMT II)

Encl.: Terms and Conditions – Annexures A , B , C & D.



**TERMS AND CONDITIONS**  
**ANNEXURE A**

**1. SECURITY:**

LIMIT	PRIMARY SECURITY	COLLATERAL SECURITY	THIRD PARTY GUARANTEE
		IMMOVABLE PROPERTY	
NON FUND BASED:			
BG- Rs. 129 crs	Nil  Nil	EM and First charge over the immovable property listed in the Annexure D of this letter.	(A)Personal Guarantee of i) Gautam Bhalla ii) Anil Bhalla iii)Gaurav Bhalla (B) Corporate Guarantee of i) M/s Sahar Land Housing Pvt Ltd ii) M/s Espo Developer Pvt Ltd iii) M/s Vatika One India Next Pvt. Ltd.

**STIPULATION IN REGARD TO CONDUCT OF NON-FUND BASED FACILITIES****i) Review of concessions in the event of LC devolvement/BG invocation as under:**

Scenario	Action
1. LC devolvement/BG invocation where account has not been regularized within 15 days	Approval of the sanctioning authority shall be required for continuing the concessions.
However, in the event of any decline in the External Rating/Internal Rating of the Company the concessions shall be reviewed / or revised as per the prevailing instructions of the Bank.	

**2. PERIOD OF ADVANCE & REPAYMENT TERMS:**

**Working Capital:** Repayable on demand. The facility which has been sanctioned on 18.01.2019 is available for 12 months from that date, subject to review every 12 months, when it may be cancelled / reduced depending upon the conduct and utilisation of the advance, or as per the Bank's Scheme.






Term Loan: NA

Others: NA

### 3. RATE OF INTEREST & OTHER SERVICE CHARGES:

Working Capital: NA

Term Loan: NA

**Charges for Non Fund Based facility:**

BG Issuance Charges	At card rates, Minimum commission per BG- Rs. 600 i) Performance Bank Guarantee: 2.10% p.a. ii) Financial Bank Guarantee: 2.20% p.a
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#### Enhanced / Penal Interest:

- i) Enhanced/ penal rate of interest as applicable/decided by the bank from time to time will be charged for the period of delay in respect of :
  - a) Delayed/non-submission of financial data required for review / renewal of limits
  - b) Delayed/non-submission of annual financial statements / FFR etc.,
  - c) Non-renewal of insurance policy(ies)
  - d) Adverse deviation from stipulated level in respect of various parameters
- ii) Enhanced / Penal rate will be charged on the excess drawings in case any irregularity / breach of the Bank's extant instructions /guidelines applicable from time to time. Enhanced / Penal interest will be compounded monthly.
- iii) The Bank shall also be entitled to charge at its discretion, enhanced / penal interest rates on the accounts either on the entire outstandings 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	At card rates i.e. charging 0.35% of the loan amount and with max of Rs. 0.35 lac. Plus applicable GST. (i.e. to charge Rs. 0.35 crs plus GST)
Commitment charges	At card rates WC: BOTH FB & NFB WC limits If the average utilization is - more than 75% : No Charges Between 50- 75%: 0.225% p.a. of unutilized portion on a quarterly basis. Less than 50%: 0.495% p.a. of Unutilized portion on a quarterly basis.
Inspection Charges	Actual expenses+ Rs. 10,000.00 subject to a minimum of Rs. 30,000.00 p.a. plus GST
Documentation Charges	Modification of standard documents: Flat fees of Rs. 1,10,000 plus GST ( @ In case any outside agencies / law firms are engaged for documentation, the actual or the prescribed charges, whichever is higher, to be recovered.)
Interchangeability between limits,if applicable	0.01% of the limit, minimum Rs. 2000, max Rs. 50,000. Plus GST
Mortgage charges,if applicable	Rs. 50000 (applicable for maximum 5 recitals. Beyond 5 recitals Rs 5000 per recital to be recovered) plus GST.

**4. MARGINS:**

SL.	ITEM	MARGIN (IN %)
A	FUND BASED LIMITS	NA
B	NON-FUND BASED LIMITS	25
b	Bank Guarantees	<ul style="list-style-type: none"> <li>• Renewal of existing BGs at 25% cash margin. In case of BGs classified in High Risk Category by BG Auditor, renewal or the extension of the same will be done on 100% margin.</li> </ul>

**5. TENOR / RETENTION PERIOD OF BILLS: NA**

**6. INSURANCE:**

All the assets charged to the Bank should always be fully insured by the Borrower against fire, theft and burglary, lightning, riots, strikes, floods, cyclones, earthquakes, civil commotion, and

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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.

7. CREDIT GUARANTEE COVER: NA

8. STOCK STATEMENTS: NA

9. INSPECTIONS: Applicable for the projects where our BGs have been issued, on randomly selected project quarterly.

The Bank's officials / inspectors are to be permitted in the business premises, project sites 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 official in conducting and completing such inspections smoothly. Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. The cost of such inspections shall be borne by you.

10. VALUATION OF INVENTORY:NA

11. SECURITY DOCUMENTS: NA

12. TERM LOAN: NA





TERMS & CONDITIONS

ANNEXURE B

- a) Disbursement will be made only after completion of security documentation and formalities in respect of mortgage creation / extension. In respect of companies, in addition to these two requirements, charge to be filed with the Registrar of Companies within the prescribed period for creating a charge in favour of the Bank.:- NA
- b) Drawings in the account will be regulated on the basis of Drawing Power computed as per the latest Stock Statement. -NA
- c) The Bank will have the right to examine at all times the Unit's books of account and to have the Unit's factories / offices / showrooms inspected from time to time by the officials of the Bank and / or qualified auditors and / or technical experts and / or management consultants or other persons of the Bank's choice.
- d) The Unit should not be dissolved / reconstituted without obtaining Bank's prior approval in writing. Post-facto approval of reconstitution / dissolution will not be accorded nor shall the existing guarantors be released if the dissolution / reconstitution is effected without prior approval in writing.
- e) The Unit to maintain adequate books and records which should correctly reflect their financial position and scope of operations and should submit at stipulated intervals such statements as may be prescribed by the Bank. The Unit should produce books of accounts for the inspection of Bank staff as and when called for.
- f) The Unit to submit provisional financial statements within one month and audited financial statements within three months from the date of closure of the accounting year. The returns submitted to the Sales Tax and Income Tax authorities should also be submitted to the Bank.
- g) The Unit should confine their proportionate business including foreign exchange business, if any to us.
- h) The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests
- i) The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.
- j) In case the Unit fails to complete the formalities with regard to creation of a charge in favour of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstandings or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.:-NA



- k) The Unit should keep the Bank informed of the happening of any event likely to have a substantial effect on their profits or business and the remedial measures taken in this regard.
- l) The Unit should keep the Bank informed of any circumstances adversely affecting the financial position of their sister / associate / family / subsidiary / group concerns in which it has invested, including any action taken by any creditor against the said Units legally or otherwise
- m) After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of instalments under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
- n) The directors should not withdraw the profits earned in the business / capital invested in the business without meeting the instalment(s) payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.
- o) All moneys raised by way of deposits from friends, relatives and / or from any other source should not be withdrawn / repaid during the currency of the Bank's advance. Suitable stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank.
- p) The Bank's name board(s) should be displayed prominently or painted on the machines pledged / hypothecated to the Bank and / or in the premises where the machines are installed and a list of such assets should also be displayed in the Unit.
- q) The Unit and other depositors of title deeds should possess a clear, absolute and marketable title to the properties proposed to be legally / equitably mortgaged in favour of the Bank to the satisfaction of the Bank's solicitors / advocates. Further, the said properties are to be revalued as and when required at your cost.
- r) Any legal expenses such as a solicitor's / advocate's fees, stamp duty, registration charges and other incidental expenses incurred in connection with the advance should be borne by the Unit.
- s) In respect of Working Capital Limits of Rs. 10 crore and above, Financial Follow-up Report (FFR I) 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:-  
NA
- t) A charge of Rs. 22,500 plus GST will be levied per branch allocation in respect of limits allocated to other branches of the Bank :-NA

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- u) In respect of creation / extension of Equitable Mortgage in respect of property offered as collateral security to the Bank, a charge of Rs. 45,000 plus GST will be levied. -NA.
- v) Processing charge of Rs.0.35 crs plus GST 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 0.35% of limits sanctioned plus GST will be charged in respect of Term Loan.
- w) As the Credit Rating awarded to the Unit is below SB-10 i.e. SB15 presently, the risk rating will be reviewed half-yearly. The Unit should provide necessary information to facilitate such a review. In the absence of half-yearly review for want of such information, the risk rating will automatically slip by one step.
- x) Next renewal of the above facilities is due on 17/01/2020. The Unit is required to submit financial data one month before the due date.
- y) In respect of Term Loans, enhanced rate of interest is payable under the following circumstances:
  - a) Non-payment of interest / instalments
  - b) Gross default
  - c) ~~In case of adverse deviation in respect of any of the following three financial parameters arrived at based on audited financial statements each year, from the estimated/projected levels accepted at the time of sanction /last review, will attract enhanced interest:-~~
    - i) DSCR ii) Interest Coverage Ratio iii) FACR
- z) In case of a Company being the borrower, the following terms are applicable:
  - aa) A resolution to be passed in a meeting of the Board of Directors of the Company for availing the credit facilities sanctioned by the Bank and a duly certified extract to be submitted to the Bank. The resolution should contain, *inter alia*, the following particulars:
    - I. Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
    - II. Authority in favour of Directors / Authorised Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
    - III. Authority in favour of Directors / Authorised Signatory for filing the documents and Form 8 and 13 with the Registrar of Companies for creating a charge over the assets of the Company in favour of the Bank.
    - IV. Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
    - V. Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.

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VI Requesting the Guarantors to offer their Personal Guarantees/Corporate Guarantees in favour of the Bank for the Credit facilities sanctioned to the company.

b) The charge over the assets of the Company in respect of the limits sanctioned herein should be registered with the Registrar of companies within 30 days from the date of execution of documents and filed copies of Form 8 and Form 13, together with receipt should be deposited with us. The certificate of Registration is to be produced to the bank within reasonable time for our records.

ab) The charge over the assets of the Company in respect of the limits sanctioned herein should be registered with the Registrar of Companies within 30 days from the date of execution of documents and filed copies of Form 8 and Form 13, together with receipt should be deposited with us. The Certificate of Registration is to be produced to the Bank within reasonable time for our records.

ac) During the currency of the Bank's credit facilities, the Unit / Guarantors will not, without the Bank's prior permission in writing;

1. Effect any change in the Unit's capital structure.
2. 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.
3. Formulate any scheme of amalgamation or reconstruction.
4. 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.
5. Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.
6. Undertake guarantee obligations on behalf of any other company, firm or person.
7. 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.
8. Effect any drastic change in their management setup.
9. Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.
10. Pay guarantee commission to the guarantors whose guarantees have been stipulated / furnished for the credit limits sanctioned by the Bank.
11. 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.
12. Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
13. Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.

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14 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.

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

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

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

- a) In case the limits / part of the limits are not utilized by us, and/or
- b) In case of deterioration in the loan accounts in any manner whatsoever, and/or
- c) In case of non compliance of terms and conditions of sanction".

af)

- 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.

ae) 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.

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- i) 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.
- ii) 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.

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TERMS & CONDITIONS

ANNEXURE C

**STANDARD and NEGATIVE COVENANTS GOVERNING CREDIT FACILITIES**

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 installments of the loan on due date(s) by the borrower, the Bank and/or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower/unit and its directors/partners/proprietors as defaulters /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/MBA OR
- (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

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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, the Bank will have a first right on the profits of the borrower for repayment of amounts due to the Bank (unless expressly permitted otherwise).

M10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if, the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and/or proposed to be taken. Further, for listed corporates, the borrower will inform the Bank simultaneously along with Stock Exchange(s). For the purpose of this covenant, "substantial effect on their profit or business" would mean adverse variance of 5% or more.

M11. Effect any change in the borrower's capital structure where the 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 utilise 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.

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

M14. For Term Loans: Covenants (in relation to the undernoted parameters) (i.e. DSCR, Int. Coverage, FACR, Debt/EBITDA 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 four parameters vis-à-vis values as approved by the sanctioning authority in the sanction note. The penal interest will apply from the day after the date of ABS, and shall continue till the breach is cured- Not Applicable.

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

- a. For the period of overdue interest/installment in respect of Term Loans and overdrawing above the Drawing Power/limit in Fund Based Working Capital accounts on account of interest/ devolvement of Letters of Credit/Bank Guarantee, insufficient stocks and receivables etc.
- b. Non-submission of stock statements within 20 days of the succeeding month.

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- c. Non-submission of Audited Balance Sheet within 8 months of closure of financial year.
- d. Non-submission/delayed submission of FFRs, wherever stipulated, within due date.
- e. Non-submission of review/renewal data at least one month prior to due date.
- f. Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover.

**M16.** In the event of default, or where signs of inherent weakness are apparent, the Bank shall have the right to securitize the assets charged and in the event of such 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.

#### 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 to call up the facilities sanctioned.

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

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

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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).

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 installments to term loans granted/deferred payment guarantees executed by the Bank or other repayment obligations, if any, due from the borrower to the Bank.

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

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

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sanctioned by the Bank.

TERMS & CONDITIONS

ANNEXURE D

Security Details:

AMT 11/50/03 BIRGAON

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- i. Licenced Land comprising of Khewat No. 243 total kita 4 admeasuring 22 Kanani 16 Marla to the extent of 2/21 i.e. 2-Kanal 4 Marla or 0.27 acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- ii. Licensed Land comprising of Khewat No. 73, Khata No. 92, Khasra No. 33/1(3-7), 34/1(3-0), 34/3 (2-18) measuring 9 Bigha 5 Biswa to the extent of share i.e. 4 Bigha 14 Biswa 10 Biswansi and Khewat No. 120, Khata No. 159, Khasra No. 16/2(1-13) measuring 1 Bigha 13 Biswa to the extent of share i.e. 16 Biswas 10 Biswansi and Khewat No. 134, Khata No. 178 (3-8), Measuring 3 Bigha 8 Biswa to the extent of 1/24 share i.e. 2 Biswa 16 Biswansi Khewat No. 35, Khata No. 180, Khasra No. 27(0-5) admeasuring 0 Bigha 5 Biswa to the extent of 2/100 share i.e. 2 Biswansi Grant total measuring 5-Bigha 11-Biswa 18-Biswansi or 3.5 Acres situate at Village Shikohpur, Tehsil Manesar District Gurgaon.
- iii. Licensed Land comprising of Khewat No. 115, Khata No. 125, Mustatil/Rect No. 49, Killa No. 8(9-0) & 9/1 (4-0) admeasuring 13-Kanal 0-Marla i.e. 1.625 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- iv. Licensed Land comprising of Khewat No. 238, Khata No. 258, Mustatil/Rect No. 49, Killa No. 9/2(4-0), 10(8-0), 11(8-0), 12/1(2-12), Mustatil/Rect. No. 50, Killa No. 6(8-0), 15(8-0) admesuring 38-Kanal 12-Marla i.e. 4.825 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- v. Licensed Land comprising of Khewat No. 275, Khatali No. 304, Mustatil/Rect No. 57, Killa No. 1(8-0), 2/2(5-16), 3/1(6-0), 7(3-10), 8(8-0), 9(8-0), 10(8-0), 11(8-0), 12(8-0), 13(7-0), 18(2-14), 19(7-11), 20(8-0), 21/1(1-16), 22/1(1-16), 26(0-9), Mustatil/Rect No. 58, Killa No. 5(8-0), 6(8-0), 15(8-0), 16(8-0), 25/1(1-16), Mustatil/Rect No. 57, Killa No. 21/2/3(2-10) admeasuring 128 Kanal 18 Marla to the extent of 1/4 share i.e. 32-Kanal 4.5-Marla or 4.03 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- vi. Licensed Land comprising of Khewat No. 48, Khata No. 67, Mustatil/Rect No. 12, Killa No. 23/2(4-7), 24/2(6-0), 25/2(6-0), Mustatil/Rect No. 14, Killa No. 5(6-0), 6/1(1-6), Mustatil/Rect No. 15, Killa No. 1(8-0), 2(5-8), 3(8-0), 9(4-0), 10(9-14) total admeasuring 58 Kanal 15 Marla to the extent of 5/- share i.e. 32-Kanal 13 Marla or 4.08 Acres situated at Village Sikanderpur(Bada), Tehsil Manesar & District Gurgaon.
- vii. Licensed Land comprising of Khewat No. 83, Khata No.127, Mustatil No. 20, Killa No. 19(8-0), 20(7-12), 22(8-0), 23/1(3-0), Mustatil No.21, Killa No. 15/2(5-7), 16/1(4-0), Mustatil No.23, Killa No. 15/2(1-8), 16/1(0-17), Mustatil No. 24 Killa No. 1/3(3-16), 2(8-0), 3/1(4-16), 8/2(4-16), 9(8-0), 10(7-12), 11(7-5), 12(8-0), 19(3(1-16), 20(6-13), 26(1-0), total measuring 96 kanal 6 Marla to the extent of 1/8 share i.e. 12 Kanal 1 Marla Khewat No. 84, Khata No. 128, Mustatil No. 26, Killa No. 1(8-), 2(6-6), 10(4-4), Mustatil No. 27, Killa No. 6(6-5) admeasuring 25 Kanal 2 Marla to the extent of 22/184 share i.e. 3 Kanal Grand total measuring 25-Kanal 1-Marla or 1.88 Acres situated at Village Sikander pur, Tehsil Manesar & District Gurgaon.

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- viii. Licensed Land comprising of Khewat No. 151, Khata No. 167, Mustatil/Rect No. 42, Killa No. 23/2(3-7), 24/3(1-13), Maustatil/Rect No. 49 Killa No. 3(8-0), 4/1(2-10) admeasuring 15-Kanal 10-Marla i.e. 1.94 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon
- ix. Licensed Land comprising of Khewat No. 288, Khata No. 311, Mustatil/Rect No. 54, Killa No. 5/2(3-7), 6(8-0), 15/1(0-9) admeasuring 11-Kanal 16-Marla i.e. 1.48 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- x. Licensed Land comprising of Khewat No. 142/129, Khatoni No. 205, Mustatil/Rect No. 15, Killa No. 25/3(3-8), Mustatil/Rect No. 21, Killa No. 3/2(4-0), 5(8-0), 4(8-0), 6(8-0), 7/1(4-0), Mustatil/Rect No. 27, Killa No. 4(9-0), 5/2(3-11) admeasuring 47 Kanal 19 Marla to extent of i.e. 3-Kanal or 0.37 Acres situated at Village Sikanderpur (Bada), Tehsil Manesar & District Gurgaon
- xi. Licensed Land comprising of Khewat No. 36, Khata No. 36, Khasra No. 66(5-7) admeasuring 5 Bigha 7 Biswa to extent of i.e. 4 Bigha 0 Biswa 5-Biswansi or 2.5 Acres situated at Village Shikohpur, Tehsil Manesar & District Gurgaon
- xii. Licensed Land comprising of Khewat No. 289, Khata No. 312-313, Mustatil/Rect No. 57, Killa No. 1(8-0), 2/2(5-16), 3/1(6-0), 7(3-10), 8(8-0), 9(8-0), 10(8-0), 11(8-0), 12(8-0), 13(7-0), 18(2-14), 19(7-11), 20(8-0), 21/1(1-16), 22/1(1-16), 26(0-9), Mustatil/Rect No. 58, Killa No. 5(8-0), 6(8-0), 15(8-0), 16(8-0), 25/1(1-16), Mustatil/Rect No. 57, Killa No. 21/2/3 (2-10) admeasuring 128 Kanal 18 Marla to the extent of share i.e. 32-Kanal 4.5 Marla or 4.03 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- xiii. Licensed Land comprising of Khewat no 36, Khata No. 49, Khasra No. 66 (5-7) admeasuring 5 Bigha 7 Biswa to the extent of share i.e. 1-Bigha 6-Bigha 15-Biswansi or 0.83 Acres sitated at Village Shikohpur, Tehsil Manesar & District Gurgaon.
- xiv. Licensed Land comprising of Khewat No. 74, Khata No. 93, Khasra NO. 33/2(3-7), 34/29(2-19), 34/4(2-19), Khewat No. 121, Khata No. 160, Khasra No. 16/1(0-9), 20(1-4) admeasuring 9 Bigha 56 Biswa to the extent of 13/0 share i.e. 3 Bigha 0 Biswa 3 Biswansi and Khewat No 121 Khata No. 160 Khasra No. 16/1 (0-9)20(1-4) measuring 1 Bigha 13 Biswa to the extent of 13/40 share i.e. 0 Bisha 10 Biswa Grand total measuring 3-Bigha 10-Biswa 17-Biswansi or 2.19 Acres situated at Village Shikohpur Tehsil Manesar & District Gurgaon.
- xv. Licensed Land comprising of Khewat No. 76, Khata No. 94-98, Mustatil/Rect No. 17, Killa No. 15(8-0), 7(8-0), 13(8-0), 6/2(4-0), 8(8-0); measuring 44 Kanal 0 Marla to the extent of 17/27 share i.e. 27 Kana 14 Mrla Khewat No. 148, Khata No. 207, Mustatil/Rect No. 24 Killa No. 15(7-12), 14(8-0), 16/1(2-11), Mustatil/Rect No. 25 Killa No. 11/1(4-0), 20(2-13) measuring 24 Kanal 16 Marla to the extent share i.e. 12 Kanal 8 Marla and Khewat No. 82, Mustatil/Rect No. 17, Killa No. 26(2-6) measuring 2 Kanal 6 Marla to the extent of 34/108 share i.e. 14 Marla Grand total measuring 40-Kanal 16-Marla or 5.1 Acres situated at Village Sikanderpur, Tehsil Manesar & District Gurgaon.

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- xvi. Licensed Land comprising of Khewat No. 168, Khata No. 218, Khewat No. 161, Khata no. 211, Khasra No. 69/2(1-13), 70(2-1), 71(2-16), 73/2(1-12), 68/1(0-11), 69/1(0-2) admeasuring 9-Bigha 18-Biswa i.e. 6.180 Acres situated at Village Shikohpur, Tehsil sohna & District Gurgaon.
- xvii. Licensed Land comprising of Khewat No. 275, Khata No. 304, Mustatil No. 57, Killa No. 1(8-0), 2/2(5-16), 3/1(6-0), 7(3-10), 8(8-0), 10(8-0), 11(8-0), 12(8-0), 13(7-0), 18(2-14), 19(7-11), 20(8-0), 21/1(1-16), 22/1(1-16), 26(0-9), Mustatil No. 58, Killa No. 5(8-0), 6(8-0), 15(8-0), 25/1(1-16), Mustatil No. 57, Killa No. 21/2/3(2-10) admeasuring 128 Kanal, 18 Marla to the extent of  $\frac{1}{4}$  share i.e. 32-Kanal 4-Marla or 8.025 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- xviii. Licensed Land comprising Khewat No. 92, Khata No. 104, Mustatil/Rect No. 58, Killa No. 20/1/2 (0-16), 20/2(2-0), 21/1/1(3-17), Mustatil/Rect No. 59, Killa No. 16/1/2 (0-19), 16/2/1 (2-11), 25/1/2(6-1) & Khewat No. 278, Khata No. 104, Mustatil/Rect No. 58 Killa No. 21/1/2 (0-4), 21/2(0-6), Mustatil/Rect No. 59, Killa No. 25/1/3(0-9) 25/2(0-13), Mustatul/Rect No. 62, Killa No. 4(8-0), 5(8-0), 7(6-11) admeasuring 32-Kanal 5-Marla i.e. 4.03 Acres situated at Village Sihi, Tehsil Manesar & District Gurgaon.
- xix. Licensed Land comprising of Khewat No. 89, Khata No. 118, Khasra No. 89(2-5), 91(0-17) admeasuring 2-Bigha 8-Biswa 4-Biswansi i.e. 1.51 Acres situated at Village Shikohpur, Tehsil Sohna & District Gurgaon.
- xx. Licensed land comprising Khewat No. 99-100, Khata No. 129-130, Khasra No. 2491/721(1-12, 2490/721(3-3) admeasuring 2-Bigha 4-Bigha or 11 kanal i.e. 1.38 Acres situated at Village Shikohpur, Tehsil Maneasur & District Gurgaon.
- xxi. Licensed Land comprising of Khewat No. 84, Khata No. 111 & Khasra No. 81 (2-4), 83(1-0) admeasuring 3 Bigha 4 Biswa to the extent of  $\frac{23}{24}$  share i.e. 3-Bigha 1-Biswa 7-Biswansi or 1.91 Acres situated at Village Shikohpur, Tehsil Manesar & District Gurgaon.
- xxii. Licensed Land comprising of Khewat No. 86, Khata No. 114 min & Khasra No. 84 (0-7), 85(0-15) admeasuring 1-Bigha 2-Biswa i.e. 0.68 Acres situated at village Shikohpur, Tehsil Manesar & District Gurgaon.
- xxiii. Licensed Land comprising of Khewat No. 150, Khata No. 197 min Khasra No. 633 (5-18), 634/1(3-14), 635(4-18) admeasuring 14 Bigha 10 Biswa to the extent of  $\frac{2}{9}$  share i.e. 3-Bigha 4-Biswa 9-Biswansi or 2.01 Acres situated at village Shikohpur, Tehsil Manesar & District Gurgaon.
- xxiv. Licensed Land comprising of Khewat No. 137, Khata No. 183 & Khasra No. 92(1-2) admeasuring 1-Bigha 2-Biswa to the extent of  $\frac{1}{3}$  share i.e. 0 Bigha 7 Biswa or 0.23 Acres situated at village Shikohpur, Tehsil Manesar & District Gurgaon.

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VADKA LIMITED ARRANGEMENT LETTER

We accept

Borrower/s

Guarantor/s

SELF ATTESTED PASSPORT SIZE PHOTOGRAPHS OF BORROWER(S)/  
GUARANTOR(S)

AMT 450+CB SURGAON





# FORM 8

Particulars for creation or modification of charge (other than those related to debentures) including particulars of modification of charge by asset reconstruction companies in terms of Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (SARFASI)

[Pursuant to sections 125, 127, 130, 132 and 135 and Pursuant to section 600 read with 125, 127, 130, 132 and 135 of the Companies Act, 1956]

Form Language ☒ English ☐ हिन्दी

Note - All fields marked in \* are to be mandatorily filled.

1.(a) * Corporate identity number (CIN) or foreign company registration number of the company	<input type="text" value="U74899DL1998PLC094773"/>	<input type="button" value="Pre-fill"/>
(b) Global location number (GLN) of company	<input type="text"/>	
2.(a) Name of the company	<input type="text" value="VATIKA LIMITED"/>	
(b) Address of the registered office or of the principal place of business in India of the company	<input type="text" value="FLAT No. 621-A, 6th FLOOR, DEVIKA TOWERS, 6, NEHRU PLACE NEW DELHI Delhi INDIA 110019"/>	
(c) e-mail ID of the company	<input type="text" value="bhushanwadhwa@vatikagroup.com"/>	

3. \*This form is for ☐ Creation of charge ☒ Modification of charge

4. Charge identification (ID) number of the charge to be modified

Note : In case of modification of charge, the details to be provided in fields below should be in accordance with the status of the charge after the modification. Refer instruction kit for details.

5. (a) Whether charge is modified in favour of asset reconstruction company (ARC) or assignee- ☐ Yes ☒ No

(b) Whether charge holder is authorised to assign the charge as per the charge agreement ☐ Yes ☐ No

6. (a) \* Type of charge

A charge on:

- |  |   |
|--|---|
| <input type="checkbox"/> Uncalled share capital              | <input type="checkbox"/> Calls made but not paid                |
| <input checked="" type="checkbox"/> Immovable property       | <input type="checkbox"/> Ship                                   |
| <input type="checkbox"/> Any interest in immovable property  | <input type="checkbox"/> Goodwill                               |
| <input type="checkbox"/> Book debts                          | <input type="checkbox"/> Patent, license under a patent         |
| <input type="checkbox"/> Movable property (not being pledge) | <input type="checkbox"/> Trademark                              |
| <input type="checkbox"/> Floating charge                     | <input type="checkbox"/> Copyright or license under a copyright |
| <input type="checkbox"/> Others                              |   |

(b) If others, specify

7. (a) \*Whether consortium finance is involved ☐ Yes ☒ No

(b) \*Whether joint charge involved ☐ Yes ☒ No

(c) \*Number of charge holder(s)

Note : If more than one charge holder involved, name of charge holders, details of extent of charge particulars of property charged, amount secured to be provided in attachment.





8. Particulars of the charge holder (In case charge is modified in favour of ARC or assignee, enter particulars of ARC or assignee)

Category

If others, specify

CIN, in case charge holder or ARC or assignee is a company

Pre-fill

\* Name

STATE BANK OF PATIALA

\* Address Line I

Line II

\* City

\* State

\* ISO country code

Country

\* Pin code

\* e-mail ID

9. \* Nature, description and brief particulars of the instrument(s) creating or modifying the charge

LETTER EVIDENCING EXTENSION OF EQUITABLE MORTGAGE BY REDEPOSIT OF TITLE DEEDS.

10. \* Date of the instrument creating or modifying the charge  (DD/MM/YYYY)

11. (a) \* Whether charge created or modified outside India ☐ Yes ☒ No

(b) In case of charge created or modified outside India on the property situated outside India, the date of receipt of the instrument(s) in india  (DD/MM/YYYY)

12. (a) \* Amount secured by the charge

(In case the amount is in foreign currency, rupee equivalent to be stated) (in Rs.)

(In case of modification of charge, enter the amount secured by the charge after such modification)

(b) Amount secured by the charge in words

Rupees One Hundred Seventy Five Crore only

(c) In case amount secured by the charge is in foreign currency, mention details

13. Brief particulars of the principal terms and conditions and extent and operation of the charge

(a) \* Rate of interest

AS PER AGREEMENT





(b) \* Terms of repayment

AS PER AGREEMENT.

(c) \* Margin

AS PER AGREEMENT.

(d) \* Extent and operation of the charge

EXTENT & OPERATION - 100%

(e) Others

THE ABOVE IS TO SECURE THE BG LIMIT .

14. In case of acquisition of property, subjected to charge, furnish the details relating to the existing charge on the property so acquired

(a) Date of instrument creating or evidencing the charge  (DD/MM/YYYY)

(b) Description of the instrument creating or evidencing the charge

(c) Date of acquisition of the property  (DD/MM/YYYY)

(d) Amount of the charge (in Rs.)





(e) Particulars of the property charged

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15. \* Short particulars of the property or asset(s) charged (including complete address and location of the property)

(i)	EQ. MORTGAGE BY WAY OF FIRST CHARGE OVER CO'S IMMO. PROPERTY I.E. LAND MEASURING 0.37 ACRES, LPR NO. 181, REGN NO. 7719 DATED 06.07.08 AT SIKANDARPUR BADHA.
(ii)	
(iii)	
(iv)	
(v)	
(vi)	
(vii)	
(viii)	
(ix)	
(x)	

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16. (a) - Whether any of the property or interest therein under reference is not registered in the name of the company

☐ Yes ☒ No

(b) If yes, in whose name it is registered

17. Date of last modification prior to the present modification  (DD/MM/YYYY)

18. Particulars of the present modification

(Please ensure that correct particulars are entered as the same shall be displayed in the certificate of modification of charge)

BG LIMIT GRANTED BY THE BANK SHALL STAND ENHANCED FROM RS. 125.00 CRORES TO RS. 175.00 CRORES & SHALL BE SECURED BY EQ. MORTGAGE BY WAY OF 1ST CHARGE OVER CO'S IMMO. PROPERTIES I.E.

1) LAND MEAS. 0.37 ACRES, LPR NO. 181, REGN NO. 7719 DATED 06.07.06 AT SIKANDARPUR BADHA  
2) LAND MEAS. 2.50 ACRES, LPR NO. 267, REGN NO. 171 DATED 25.05.09 AT VILL. SIKANDARPUR  
3) LAND MEAS. 4.03 ACRES, LPR NO. 279, REGN NO. 669 DATED 07.09.09 AT VILL. SIKHOPUR  
TOGETHER WITH ALL BUILD. & STRUC. THEREON/TO BE THEREON.

#### Attachments

#### List of attachments

1. \* Instrument(s) of creation or modification of charge

2. Instrument(s) evidencing creation or modification of charge in case of acquisition of property which is already subject to charge

3. Particulars of all joint charge holder

4. Optional attachment(s) - if any

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#### Verification

I confirm that all the information and particulars mentioned above are true and correct as per the company's record and as per the attached charge instrument(s) or document(s). A copy of the attached charge instrument(s) or document(s) is/ are available at the registered office or principal place of business in India of the company.

I have been authorised by the Board of directors' resolution number  dated  (DD/MM/YYYY) to sign and submit this form.

To be digitally signed by

Managing Director or director or manager or secretary (In case of an Indian company)  
or an authorised representative (In case of a foreign company)



Designation

Director identification number of the director or Managing Director, or  
Income-tax permanent account number (income-tax PAN) of the  
manager or authorised representative; or  
Membership number, if applicable or income-tax PAN of the secretary (secretary of a  
company who is not a member of ICSI, may quote his/ her income-tax PAN)

*Handwritten signature*





Verification

I/ we confirm that the attached charge instrument(s) or document(s) is/ are true copies of the original which is/are available with the charge holder and/ or assignee and all the information and particulars mentioned above are derived there from are concisely and corrected stated

I/ we am/ are duly authorised to sign this form.

To be digitally signed by

\* Designation **MANAGER**

Charge holder



To be digitally signed by

Designation

ARC or assignee

Certificate

It is hereby certified that I have verified the above particulars (including attachment(s)) from the records of

**VATIKA LIMITED**

and found them to be true and correct. I further certify that all the required attachment(s) have been completely attached to this form.

- ☒ Chartered accountant (in whole-time practice) or ☐ Cost accountant (in whole-time practice) or  
☐ Company secretary (in whole-time practice)



\* Whether associate or fellow ☐ Associate ☒ Fellow

\* Membership number or certificate of practice number

**86013**

Modify

Check Form

Prescruliny

Submit

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

*Handwritten signature*



**MINISTRY OF CORPORATE AFFAIRS****RECEIPT****G.A.R.7**

SRN : B22440762

Service Request Date : 10/10/2011

Payment made into ICICI Bank

**Received From :**

Name : AMITA JAGRAT  
Address : A-5/110-A,  
PASCHIM VIHAR  
NEW DELHI, DELHI  
110063

**Entity on whose behalf money is paid**

CIN : U74899DL1998PLC094773  
Name : VATIKA LIMITED  
Address : FLAT NO. 621-A, 6TH FLOOR,  
DEVIKA TOWERS, 6, NEHRU PLACE  
NEW DELHI, DELHI  
INDIA - 110019

**Full Particulars of Remittance**

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form8	Normal	500.00
Total		500.00

Mode of Payment: Credit Card - ICICI Bank

Received Payment Rupees: Five Hundred only

Note : The defects or incompleteness in any respect in this eForm as noticed by the Registrar shall be placed on the Ministry's website ([www.mca.gov.in](http://www.mca.gov.in)). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form 67 (Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off by the Registrar. (Please refer Regulation 17 of the Companies Regulation, 1956)

It is compulsory to file Form 67 (Addendum) electronically within the due date whenever the document is put under PUCL by the ROC, failing which the system will treat the document as invalid and will not be taken on record.





## भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

कम्पनी अधिनियम, 1956 की धारा 135 के साथ पठित 132 के अधीन रहन के संशोधन आदि के  
पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या या विदेशी कम्पनी पंजीकरण संख्या : U74899DL1998PLC094773

प्रकार पहचान संख्या : 10099797

संदर्भ : दिनांक 17/03/2008 के प्रकार / रहन का संशोधन 20/09/2011 को वैसा

VATKA LIMITED

( प्रथम पक्ष )

और

STATE BANK OF PATIALA  
COMMERCIAL BRANCH,  
CHANDRALOK BUILDING, 36, JAMPAH, NEW DELHI - 110001,  
Delhi, INDIA

( द्वितीय पक्ष )

के बीच किया गया।

उपरोक्त अधिनियम की धारा 135 के साथ पठित धारा 132 के विहित प्रावधानों के अनुपालन में, मैं एतद्वारा सत्यापित करता हूँ,  
कि उपरोक्त प्रकार / रहन का संशोधन,

BG LIMIT GRANTED BY THE BANK SHALL STAND ENHANCED FROM RS. 125.00 CRORES TO RS. 175.00 CRORES &  
SHALL BE SECURED BY EQ. MORTGAGE BY WAY OF 1ST CHARGE OVER CO'S IMMO. PROPERTIES I.E.

1) LAND MEAS. 0.37 ACRES, LPR NO. 181, REGN NO. 7719 DATED 06.07.06 AT SIKANDARPUR BADHA

2) LAND MEAS. 2.50 ACRES, LPR NO. 267, REGN NO. 171 DATED 25.05.09 AT VILL. SIKANDARPUR

3) LAND MEAS. 4.03 ACRES, LPR NO. 279, REGN NO. 669 DATED 07.09.09 AT VILL. SIKHOPUR

उक्त अधिनियम की धारा 135 में इस संदर्भ के लिए विहित प्रावधानों के अनुसार, इस कार्यालय में पंजीकृत कर दिया गया है। रहन के  
संशोधन के पंजीकरण के उपरान्त रहन की राशि 1,750,000,000 रुपये में एक शी ग्यारह लाख करोड़ मात्र हो गई है।

यह प्रमाण-पत्र, अन्य दस्तावेजों के अनुसार जो प्रकार संशोधन को दिल्ली में जारी किया जाता है।

### GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, National Capital Territory of Delhi and Haryana

Certificate of Registration for Modification of Mortgage, etc. u/s 132 read with section 135 of the Companies  
Act, 1956

Corporate Identity Number or Foreign Company Registration Number : U74899DL1998PLC094773

Charge Identification number : 10099797

REF : Modification of Charge/ Mortgage dated 17/03/2008 modified on 20/09/2011 made between

VATKA LIMITED

(FIRST PARTY)

AND

STATE BANK OF PATIALA  
COMMERCIAL BRANCH,  
CHANDRALOK BUILDING, 36, JAMPAH, NEW DELHI - 110001,  
Delhi, INDIA

(SECOND PARTY)

Pursuant to the provisions contained in Section 132 read with Section 135 of the above named Act, I hereby certify that the  
above modification of Charge/ Mortgage

BG LIMIT GRANTED BY THE BANK SHALL STAND ENHANCED FROM RS. 125.00 CRORES TO RS. 175.00 CRORES &  
SHALL BE SECURED BY EQ. MORTGAGE BY WAY OF 1ST CHARGE OVER CO'S IMMO. PROPERTIES I.E.

1) LAND MEAS. 0.37 ACRES, LPR NO. 181, REGN NO. 7719 DATED 06.07.06 AT SIKANDARPUR BADHA

2) LAND MEAS. 2.50 ACRES, LPR NO. 267, REGN NO. 171 DATED 25.05.09 AT VILL. SIKANDARPUR

3) LAND MEAS. 4.03 ACRES, LPR NO. 279, REGN NO. 669 DATED 07.09.09 AT VILL. SIKHOPUR

TOGETHER WITH ALL BUILD. & STRUC. THEREON/TO BE THEREON.

has been registered in this office in accordance with the provisions contained in that behalf in Section 135 of the said Act. The  
amount secured after modification is Rs. 1,750,000,000 one hundred seventy five crore only.

Given at Delhi this Tenth day of October Two Thousand Eleven.

VATKA LIMITED  
10099797

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

\*Note: The corresponding form has been taken on record by the Registrar of Companies through electronic mode and on the basis of  
statement of correctness given by the person filing the form and this certificate has been digitally signed by the Registrar through a system  
generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006. The digitally  
signed certificate can be verified at the Ministry website (www.mca.gov.in)

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध प्रमाणपत्र का पता :

Mailing Address as per record available in Registrar of Companies office:

VATKA LIMITED

FLAT No. 621-A, 6th FLOOR, DEVIKA TOWERS, 8, NEHRU PLACE,

NEW DELHI - 110019,

Delhi, INDIA



*Uthar*

