



Kotak Mahindra Bank  
Kotak Mahindra Bank

PRIVATE AND CONFIDENTIAL

RBG/IFD/NTB/23-24/351/112331

24.05.2024  
LOB - 0492

EIEL Mathura Infra Engineers Private Limited  
894500A57YTA948RJP34 (Valid upto 28 Nov, 2024)

Unit No. 201, Plot No. B, RG Metro Arcade, Sec-11,  
Rohini sec-11, Delhi - 110085

Kind Attention: Mr Manish Jain

Dear Sir,

**Banking Facilities**

We Kotak Mahindra Bank Ltd. having its registered office at, 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, India (herein after referred to as "the Bank" or "KMBL") are pleased to inform EIEL Mathura Infra Engineers Private Limited (hereinafter referred to as "the Borrower") that the following facilities has been Sanctioned as per the enclosed facility/ies schedule/s. (The expression "Borrower(s)" shall, unless repugnant to the context or meaning thereof, be deemed to include, (i) where the Borrower(s) concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; (ii) where the Borrower(s) concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or the survivor of them and their heirs, executors and administrators of the last surviving partner; (iii) where the Borrower(s) concerned is a Hindu undivided family, the member or members for the time being of the said Hindu undivided family, and their respective heirs, executors and administrator; (iv) where the Borrower(s) concerned is a company, its successors in title and permitted assigns.). The facility/ies is/are subject to the terms and conditions contained in the respective Facility agreement/s to be executed by you together with the Schedules contained thereunder and all other Transaction Documents (as defined in the aforesaid respective Facility Agreement/s and those that the Bank may from time to time stipulate and not limited to those mentioned in Annexures hereto).

Specific terms and conditions in addition to the terms and conditions of the Facility Agreement and the Security Agreement, applicable for the individual facility/ies are detailed in the Annexures to this letter. This letter and the Annexures hereunder are intended for your guidance and information. Any legal relationship will be evidenced by documentation, which will be prepared following your acceptance of the offer. Please note that at such time the contents of this letter shall form an integral part and shall be read in conjunction with the Facility and Security documentation.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 1 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



FACILITY DETAILS											
	Name of Facility	Earlier Amount (INR in Lakhs)	Revised Amount (INR in Lakhs)	Status	ROI (Fixed / Floating - Linked to PLR / Base Rate/ MCLR) Commission	Margin (Margin %)	Max Tenor/ Usance (Months) (Tenor)	Revolving/Non - Revolving	Facility Review Date / Validity	Takeover Applicable (Yes/No)	PSL Status (Yes/No)
1	Term Loan	0.00	8762.00								
1.1	Term Loan	0.00	8762.00	New	As Mentioned in Schedule	As Mentioned in Schedule	As Mentioned in Schedule	Non-Revolving	NA	No	No
	Ax. Total Funded	0.00	8762.00								
1.1.1	Mob BG (Sublimit of Term Loan)	0.00	(2142.00)	New	As Mentioned in Schedule	As Mentioned in Schedule	As Mentioned in Schedule	Non-Revolving	NA	No	No
	B. Total Non-Funded	0.00	(2142.00)								
	Total Exposure	0.00	8762.00								

R/NR = Revolving/Non-Revolving

Notes: Current Bank K-MCLR 3 Month rate is 9.05%

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 2 of 20

Kotak Mahindra Bank Limited

CIN: L65110MH1985PLC038137

Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

www.kotak.com

Registered Office

27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:

27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.





Kotak Mahindra Bank

All charges / fees and any other amounts payable under this facility/facilities by the Borrower to the Bank as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Borrower additionally. All stamp duty and documentation fees/charges etc. in respect of the facilities shall be borne by the Borrower. Without prejudice to any arrangement or writing whatsoever, all costs, charges, expenses etc., payable in respect of the creation of Security, either by the Borrower or any other Security Provider shall be borne and paid by the Borrower and the Bank shall be entitled to debit the account of the Borrower for such amounts.

Further it may be noted that Interest shall be charged on the outstanding(s) in the accounts opened in respect of the Facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion provided that the rate(s) shall be subject to changes in the Marginal Cost of funds based Lending Rate/External Benchmark (RBI Policy Repo Rate / T-bill) Linked Lending Rate and/or changes in interest rates prescribed by the Reserve Bank of India from time to time and the rate shall be read as "Marginal Cost of funds based Lending Rate/MCLR/External Benchmark (RBI Policy Repo Rate / T-bill) Linked Lending Rate" where ever the rate is identified as Marginal Cost of funds based Lending Rate/External Benchmark (RBI Policy Repo Rate / T-bill)/MCLR Linked Lending Rate in the Master Facility/Loan/Facility Agreement & Other related documents.

This letter and the Annexure hereunder shall form part of the Master facility/Loan/Facility agreement(s) and other related documents, which will be executed in favor the Bank following your acceptance of the offer.

In confirmation of your acceptance and agreement to be bound by the conditions stipulated herein, please return the duplicate copy of this letter duly signed by authorized signatories to the Bank at EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial, Area, Moti Nagar, New Delhi, Delhi, 110015 within 60 days from the date of this letter, after which this offer will lapse, unless extended by the Bank in writing, at its discretion.

All correspondence to the Bank shall be addressed to:

Customer service number (toll free): 18602665700

Email id: [customerfirst@kotak.com](mailto:customerfirst@kotak.com)

We assure you of our best services at all times.

Warm regards,

For Kotak Mahindra Bank Limited,

  
SIGNATORY  
For EIEL Mathura Infra Engineers Pvt. Ltd.

Director

SIGNATORY

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 3 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

[www.kotak.com](http://www.kotak.com)

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E), Mumbai 400051,  
Maharashtra, India

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
[www.kotak.com](http://www.kotak.com)

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



I/We hereby acknowledge receipt of your sanction letter no. **RBG/IFD/NTB/23-24/351/112331** Date **24.05.2024** along with Schedules and Annexure of which this is a copy.

We accept and agree to be bound by the terms and conditions contained therein.

I/ we hereby, for self and/or as the authorized signatory of the partnership firm/LLP/company/proprietorship ( as the case may be), accept and provide consent to a. the E-platform/digitized platform of the Bank or of /through any vendor/s appointed by the Bank for accepting terms and conditions relating to the sanction/renewal/grant/enhancement/modification of the financial facilities ( both funded and non-funded) and/or executing, transacting loan and security documents including guarantee, e-stamping data storage etc. b. to execute, sign either physically or electronically or digitally by using Aadhar or OTP or Biometric based authentication or USB token based DSC or any other electronic form, all documents/instruments including, facility/security documents etc.,

Further I/ we hereby, for self and/or as the authorized signatory of the partnership firm/LLP/company/proprietorship ( as the case may be), irrevocably agree, consent and accept that the sanction letter/facility letter/renewal letter/any document accepted and/or executed on the E-platform/digitized platform, shall be valid and binding upon me/partnership firm/LLP/company/proprietorship ( as the case may be)and can be relied upon and used by the Bank as a proper form of evidence and the undertake not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the sanction letter/facility letter/renewal letter/any document executed on the electronic/digitized platform.

For EIEL Mathura Infra Engineers Private Limited

For EIEL Mathura Infra Engineers Pvt. Ltd.

Authorized Signatory

Director

Place: As per Execution Co-ordinates

Date: As per Execution Co-ordinates

Note: Kindly retain a copy of this letter for your record. GSTIN no. of Kotak Mahindra Bank Ltd, Mumbai is 27AAACK4409J1ZK Category of Service, Banking and Other Financial Services"

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 4 of 20

Kotak Mahindra Bank Limited

CIN: L65110MH1985PLC038137

Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

www.kotak.com

Registered Office

27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.





Annexure 'A'

Standard & Common Conditions (applicable to all Finance facilities)	
Primary Security	<ul style="list-style-type: none"><li>○ Exclusive Charge by way of hypo. of all fixed assets/moveable assets of the Company (other than Project Assets)</li><li>○ Exclusive Charge on Project book debts, operating cash flows ,receivable , commission, revenue of whatever nature, present and future intangible goodwill, uncalled capital</li><li>○ Exclusive Charge on project bank account ,including but not limited to the escrow of designated bank where all cash flow of project is deposited</li><li>○ Hypo. on all Company Rights, interest under the agreement related to the project</li><li>○ Substitution agreement executed by the authority on behalf of the lander of the facility</li><li>○ Hypo. On all applicable insurance policy.</li><li>○ Pledge of 51% Equity Share of the Company. (subject to compliance with banking regulation act). Sponsor to provide non-disposal undertaking for ~23% equity stake in borrower.</li></ul> <p>The entire security shall be created upfront prior to first disbursement including addressing comments of authority/its consultants on the Financing Documents for permitting assignment of / security creation on rights and obligations of Borrower under Concession Agreement and security shall be perfected within 30 days from the date of first disbursement.</p> <p>Further extension, if required shall be considered from time to time by the Lenders with the reason/justification beyond control of the Borrower.</p>
Undated Cheques	The Borrower shall in lieu of repayment of the Loan and discharge of the liabilities in respect of the facilities sanctioned by the Bank to the Borrower, provide the Bank with 1 undated cheques drawn in favour of the Bank totaling to facility amount.
Guarantees	<ol style="list-style-type: none"><li>1. Personal Guarantee Mr. Sanjay Jain and Mr. Manish Jain.</li><li>2. Corporate guarantee of Enviro Infra Engineers Limited .Board Resolution of the Corporate Guarantor for giving the guarantee</li></ol> <p>Latest CA certified Net worth certificate to be submitted by all personal guarantors prior to disbursement (The same shall not be older than 6 months and thereafter annually.</p> <p>Confirmation from the Guarantor that the issuance of the Guarantee complies with the provisions of Section 185 and other applicable provisions of the Companies Act, 2013</p>
DSRA	<p>Debt Service Coverage equivalent to three months of debt servicing to be created upfront</p> <p>During Principal Moratorium, DSRA for only interest to be created and upon COD, DSRA equivalent to 3 months of interest &amp; one principal instalment to be created.</p> <p>DSRA can be used to meet the principal and interest payments and other amounts under the TL Facility only in the event the cash available is insufficient to meet the debt service obligations under the TL Facility. The Borrower shall replenish DSRA within 7 days from the date of utilization. No release of funds through Restricted Payments shall be permitted till the time DSRA is replenished.</p>

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 5 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director



Default Interest	1. In case of default in payment of any installment of the principal amount of the Facility, interest thereon or other monies (except liquidated damages) becoming due on their respective due dates, the Borrower shall pay on the defaulted amounts, Default Interest at the rate of 2% per annum over and above the interest plus service tax, or any other tax, if applicable for the period of default.
Penal Charges	<p>1. In the event of delay in receipt of External Credit Rating (ECR) beyond period stipulated in the termsheet, or any delay in renewal of same, an additional interest of 1% p.a. for the period starting from expiry of stipulated time till ECR is received would become payable.</p> <p>2. The Borrower shall have to create and perfect security as per the security stipulations. In case the security is not created and perfected as per the stipulations, the borrower shall pay an additional interest of 1% compounded monthly over and above Applicable Interest Rate plus applicable taxes from the date of first disbursement on the entire outstanding till the creation of the stipulated security to the satisfaction of lenders. Any further disbursements pending creation &amp; perfection of security shall be at sole discretion of Lenders.</p> <p>3. In case of breach of any financial covenant on any testing date, the borrower shall pay additional interest of 1% from the date of such breach till the time breach is cured if not cured within the cure period, if applicable.</p> <p>4. The Borrower shall furnish regular progress reports, annual report etc. as required by lenders from time to time. Non-compliance shall make company liable for penal interest of 1% on the outstanding principal amount.</p>
Consultant charges, Stamp duty & Charges	Lender's Consultants charges (including LLC), Documentation, Registration, Title Search, ROC Search, Valuation, Insurance etc. shall be borne by borrower on actual basis
End - Use of facilities	<p>1. Borrower to undertake that the facilities granted by bank is not used for any other purpose than specified;</p> <p>2. The borrower to provide an End-use certificate within 30 days from the date of first disbursement or before subsequent disbursement whichever is earlier.</p>
Submission of financials	<p>1. Audited Financial statement for financial year ending Mar 31, shall be submitted within 180 days from the end of the financial year, every year / as demanded by the bank</p> <p>2. Provisional Financial statement for year ended Mar 31, shall be submitted by July 31, every year / as demanded by the bank</p>
Insurance	<p>The Borrower will arrange for comprehensive insurance policy, to cover all the Project assets during the tenor of the Facility (as recommended by LIA). All the insurance policy (ies) shall carry usual bank clause.</p> <p>The Borrower shall appoint Escrow Bank / Lenders / Security Trustee as a nominee (Loss Payee) and all the Insurance Proceeds realized by the Lender shall be deposited in the Escrow Account.</p> <p>The Borrower shall not make any compromise, adjustment or settlement in connection with any loss or any other event entitling the Borrower to claim under any Insurance Contract without the prior approval of the Lenders.</p> <p>The policies may be retained by the Borrower. However, a copy of the policies should be submitted to the Lenders.</p>

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 6 of 20

Kotak Mahindra Bank Limited

CIN: L65110MH1985PLC038137

Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

www.kotak.com

Registered Office

27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director



Other Conditions	<ol style="list-style-type: none"> <li>1. The Borrower to obtain prior permission of the Lenders before raising any further loans/ availing any facilities in the Borrower.</li> <li>2. The Borrower shall keep the Lenders informed of the happenings - any event likely to have a substantial effect on their stock, production, sales, profits etc. and such changes in the Senior Management, Labour problems, Go-down Location, Power cut, cases filed against the Borrower, happenings in the associate concerns etc, along with the remedial measures proposed and also provide the details of any addition/ deletion of associate/ sister concerns.</li> <li>3. The Borrower shall obtain and keep alive all statutory approvals (IT, ST, CST, Factory approvals, PCB clearances etc) required for the Business and also ensure that there are no pending / overdues/ arrears in this regard.</li> <li>4. Any change in shareholding/ directorship / partnership / ownership shall be undertaken with prior permission of the Lenders.</li> <li>5. The Borrower shall not allow any payout by way of Salary to directors / partners (other than professional directors) or by way of interest to other subordinated lenders or by way of dividend to shareholders in case of delay or default in repayment of any of the facilities availed by the Borrower from the Bank or any other Bank or Financial Institution.</li> <li>6. The working capital facilities granted by the Bank and other Banks both secured and unsecured shall be within the overall working capital requirements assessed by the Lenders.</li> <li>7. The Borrower to route their banking business including foreign exchange, deposits and bill business through the KMBL pro-rata to our term loan and working capital exposure.</li> <li>8. The Borrower shall provide all such permission and approval as may require under any law for the time being in force or pursuant to any provisions of any agreement and/or documents as may required for the purpose of creation of security as mentioned hereinabove .</li> <li>9. All the facilities sanctioned shall be subject to the Bank's rules as well as the directives issued by RBI from time to time</li> <li>10. The Borrower to submit details of total foreign currency exposures undertaken and the unhedged portion of such exposures on a monthly/ quarterly basis to the Lenders on its Letter Head duly signed by an authorised signatory in line with the prevailing RBI guidelines, if applicable and failure to do so shall attract penal as per the schedule of charges.</li> <li>11. The Borrower to submit Annexure III to the Forms and Certificates as per RBI circular DBOD.No.BP.BC.94/ 08.12.001/ 2008-09.</li> <li>12. In case of delay or default in repayment of any of the facility/ies availed by the Borrower from the Lenders or any other bank or financial institution, the Borrower shall not allow any payout by way of Salary to directors (other than professional directors)/ partners/ proprietors or by way of interest to other subordinated lenders or by way of dividend to shareholders.</li> <li>13. the Lenders reserves the right at any point of time, to revoke or cancel and/or vary, alter or modify the said un-utilised limits, at the Bank's discretion, without prior notice &amp; without assigning any reasons thereof.</li> <li>14. The borrower to get the Lender's facility rated from the Credit Rating Agency. A copy of the rating letter issued by the Credit Rating Agency to the borrower to be submitted to the Bank along with a covering letter indicating that the</li> </ol>
------------------	---

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 7 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director



	<p>rating is accepted by the borrower within 60 days from date of sanction/disbursement</p> <p>15. The Lenders reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower's external rating</p> <p>16. The Bank shall be entitled to vary / change the rate of interest (including any change as may be directed by Reserve Bank of India and / or any other regulatory / statutory body) from time to time or method of computation of such rate of interest or to charge an additional penal charge and send to the Borrower an intimation in that regard. Upon intimation of such change / variation in the interest rates Borrower shall be deemed to have consented to such change / variation. The Borrower agrees / undertakes to pay interest at the rates as may be revised from time to time.</p> <p>17. The Borrower shall not file any application or make any filing under the Insolvency and Bankruptcy Code, 2016 without discharging the Indebtedness of the Borrower to the Bank</p> <p>18. The Borrower shall notify the Bank, within 24 hours from the date of the demand/notice / default to the creditor (financial or operational), which may lead to a proceeding under Insolvency and Bankruptcy Code, 2016</p> <p>19. The Borrower shall notify the Bank if any person makes any filing or any application under the Insolvency and Bankruptcy Code, 2016</p> <p>20. The occurrence of any of the following event shall also be considered as an event of default and shall be in addition to and not in derogation of the existing events of default stated in any document executed in favor of the Bank:</p> <p>21. Inability of the Borrower (or the security provider and/or the guarantor) to pay debts to any person or any steps taken by any person accelerating the payment obligation of the Borrower (prior to the relevant due date) or declaration by any person of an event of default (howsoever described) under their respective arrangements with the Borrower (or the security provider and/or the guarantor) or any event which under any law, statute, rule, ordinance etc. which would have the effect of suspending or waiving all or any right of the creditors generally, against the Borrower (or the security provider and/or the guarantor) or in respect of any contract or agreement concerning the Borrower (or the security provider and/or the guarantor).</p> <p>a) any demand made against or filing of any application in respect of the Borrower, any associate or affiliate of the Borrower or any Security Provider and/or the guarantor under the Insolvency and Bankruptcy Code, 2016 and Regulations thereunder (or which demand, filing or application may lead to a proceeding under Insolvency and Bankruptcy Code, 2016) by any person including any creditor (including the operational or financial creditor) or the Borrower.</p> <p>22. Lenders reserves the right to initiate site visit / inspection of any of the Project. Any charges pertaining to the same shall be borne by the Borrower</p> <p>23. The borrower hereby understands and consents that, bank shall disclose all information with reference to credit/financial facilities availed from the Bank, to any "Information Utility" in accordance with the regulations framed under Insolvency and Bankruptcy Code, and its modifications, from time to time; this is in addition to all earlier consents on all relevant other parameters.</p>
--	---

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 8 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director



	Borrowers hereby specifically agrees to promptly authenticate and shall ensure its guarantors / security providers promptly authenticate, the financial information submitted by the Bank, as and when requested by the concerned Information Utility. Corresponding charges shall be borne by the borrower.
Other Variable Conditions	The Borrower hereby agrees, declares and confirms that: <ul style="list-style-type: none"> <li>None of its directors, is a director or specified near relation of a director of a banking company.</li> </ul> (The declaration should also give details of the relationship of the Borrower to the director of the bank).
Specific Conditions	<ol style="list-style-type: none"> <li>ROC charge to be created on current assets including FDRs to be taken for DSRA within 30 days from the date of first disbursement.</li> <li>FDRs to be offered as DSRA shall be lien marked in favour of the lenders / escrow bank / trustee within 30 days from the date of first disbursement.</li> <li>Lenders reserves the right to initiate site visit / inspection of any of the Project. Any charges / charges pertaining to the same shall be borne by the Borrower</li> <li>LIE to be appointed by KMBL and report to be submitted before disbursement of each tranche and annually during the first two years of operation. Initial LIE report to include vetting of the project cost, O&amp;M assumptions, power cost and major maintenance requirements if any. TEV report will be required pre-disbursement and reviewed by bank officials and quarterly monitoring report required post disbursement.</li> <li>Borrower to provide quarterly updates (physical and financial) on the project progress (project progress report to be released by NMCG) with Lenders and project to be visited quarterly by the bank official.</li> <li>50% of total Infusion to be done by sponsor upfront and balance 50% to be brought before 3<sup>rd</sup> milestone release by KMBL.</li> <li>Borrower shall provide land allotment proof to KMBL before disbursement.</li> <li>certificate Confirmation from the (Enviro infra Engineers Ltd) Guarantor that the issuance of the Guarantee complies with the provisions of Section 185 and other applicable provisions of the Companies Act, 2013</li> <li>Borrower to share Letter of "Appointed Date" of project to be provided before disbursement</li> <li>All necessary permissions/approvals like Civil construction approval, electricity, water and sewerage approval, Design and Engineering approval and building permit etc. to be obtained before disbursement.</li> </ol>
Financial Covenant	Min DSCR: 1.15x Max DER: 3:1 (to be tested annually from ABS)  DSCR shall be the ratio of A and B as follows: A. the aggregate of (a) annuity along with O&M and Interest Payment received from Authority for trailing twelve months; (B) GST Surplus / (deficit) during the period less (c) O&M and other operating expenses incurred during the period and any other expenses incurred; (d) payments to Authority relating to revenue account, including but not limited to penalties payable to Authority and payment of maintenance expenses incurred by Authority, if any; (e) cash taxes paid;

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 9 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

Director



	<p>B. an amount equal to the sum of interest, principal repayment, and other financing costs payable to Lenders for trailing twelve months.</p> <ul style="list-style-type: none"> <li>o The DSCR covenant shall be tested on a Half Yearly basis provisional financials statements along with management certificate and for the first time 6-months after receipt of first annuity, DSCR breach can be cured through infusion of unsecured loans from the Sponsor for two instances during the currency of the facility. Repayment of such unsecured loans shall be subject to Restricted Payment Conditions. The cure by the Sponsor shall only be for the purpose of complying with the financial covenants and not for meeting Restricted Payment Conditions. The compliance certificate from the CA shall be submitted clearly stating that the Borrower is in compliance with the covenants</li> <li>o Debt to Equity Ratio of the Borrower shall be tested on an annual basis based on audited numbers provided by the Borrower in the form of a chartered accountant certificate. The annual compliance certificate from the Borrower shall be submitted within 180 days from the end of the financial year, clearly stating that the Borrower is in compliance with the covenants as per the audited accounts.</li> </ul>
Key Sponsor undertakings (Enviro Infra Engineers Ltd)	<ol style="list-style-type: none"> <li>1. Not to abandon the project or allow the company to abandon the Project;</li> <li>2. to bring in additional funds to meet cost overrun / time overrun; shortfall in O&amp;M expense, in case the O&amp;M expense exceeds Lenders' Base Case, without recourse to the Project / Borrower;</li> <li>3. at all times during currency of Facility, {directly or indirectly}, hold and maintain entire unencumbered stake in the Borrower; and retain maintain management control of the Borrower</li> <li>4. To infuse short term funds in the form of unsecured loan towards shortfall beyond 1 month in case of delay in receipt of Payment from Authority during construction. The Sponsor shall have the right to withdraw such unsecured loan upon receipt of such Payment from Authority during construction;</li> <li>5. Undertaking for meeting shortfall in debt servicing of Facility for the entire tenor of the Facility;</li> <li>6. To bring in any shortfall in meeting the DSCR covenant</li> <li>7. Undertaking for infusing additional funds to meet shortfall in DSRA or any expenses of the Project.</li> <li>8. To bring in funds required to ensure timely debt servicing from its own sources till the receipt of termination payments from Concession Authority to Lenders, in the event of a termination of the Concession Agreement</li> <li>9. To bring in funds in case of shortfall in termination payments</li> <li>10. Agree that it shall execute long term O&amp;M Contract (covering entire operational period) with the Borrower at a consideration not exceeding the O&amp;M cost assumptions as per the Base Case Business Plan and the O&amp;M Contractor shall be responsible for any additional O&amp;M (including Major Maintenance Charges) without recourse to the Concessionaire or project assets /project revenues;</li> <li>11. Any short payment received from NMCG/authority vis-a-vis the grant amount considered during construction period i.e. on account of PIM component / Utility / Change of Scope etc. shall be met / infused by Sponsor.</li> </ol>
Funds from Sponsor	<ol style="list-style-type: none"> <li>1. Funds from the Sponsor to cover any shortfall as per its obligations as per the undertakings shall be brought within 2 business days prior to the relevant payment date.</li> </ol>

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 10 of 20

Kotak Mahindra Bank Limited  
 CIN: L65110MH1985PLC038137  
 Branch Local address: Kotak Mahindra Bank Limited  
 EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
 Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
 27 BKC, C 27, G Block,  
 Bandra Kurla Complex  
 Bandra (E) Mumbai 40005  
 Maharashtra, India

www.kotak.com

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
 CIN: L65110MH1985PLC038137  
 1/11, 1st Floor  
 East Patel Nagar  
 New Delhi - 110 008

T +91 11 45056125  
 www.kotak.com

Registered Office:  
 27 BKC, C 27, G Block,  
 Bandra Kurla Complex,  
 Bandra (E), Mumbai 400051,  
 Maharashtra, India.

Director





Kotak Mahindra Bank

	<p>2. Any funds brought into the Company in the form of debt / convertible instrument shall be unsecured in nature and subordinate to the Facility in all respects. In case any Sponsor subordinated debt is to carry any interest, then the same shall be on cumulative basis. Repayment, if any, of such Sponsor debt and interest servicing thereon shall be subject to Restricted Payment Conditions, and shall require prior written consent of the Lenders.</p> <p>3. Non-Payment of principal / interest under such Sponsor debt shall not be construed as a default by the Sponsor. Sponsor shall undertake not take any action under IBC for such instruments;</p> <p>4. Borrower and Sponsor shall, if required by Lenders, execute a subordination agreement for the debt from Sponsors as part of Facility Documentation.</p>
Restricted Payment Conditions	<p>Borrower shall not declare and pay any restricted payment (including dividends and payment for sponsor loan), unless all of the following conditions are fulfilled to the satisfaction of Lenders (and subject to the provisions of the Concession Agreement and the Facility Documents):</p> <ol style="list-style-type: none"><li>1. DSCR of minimum 1.25x (without equity cure)</li><li>2. No Event of Default or Potential Event of Default exists under the Facility Documents or may occur;</li><li>3. All the reserve requirements including DSRA have been fully satisfied;</li><li>4. Such Restricted Payment is permitted by applicable law</li><li>5. There is no outstanding amount as due and payable (interest and/or installments and/or other monies due to the Lender)</li><li>6. Mandatory prepayments have been made;</li><li>7. Repayment has commenced under the facilities</li></ol>
Environment Related Covenants	<p>The Borrower shall at all times during the currency of the assistance, Comply with the environmental, Health, Social and other requirements including the following:</p> <ul style="list-style-type: none"><li>➤ The Borrower shall, at all times during the currency of the Facility, comply with the environmental, health, safety, social (EHSS) and other requirements including the following:</li><li>➤ Ensure compliance with provisions of all applicable legislation, clearances issued there under and maintenance of documents to be able to demonstrate compliance with the same.</li><li>➤ Ensure compliance with all conditions stipulated in the State and Central environmental clearances obtained by the Borrower for the Project.</li><li>➤ Forward copies of any relevant internal or consultant's reports or annual / other periodical reports on the environmental and social status and performance of the operations take corrective measures as suggested by the Lenders, if any, to rectify the deficiency/shortcomings pointed out by the Lenders, if any, in its social and environmental compliance.</li><li>➤ To comply with all applicable social, environmental, labor, health and safety laws, ordinances, rules and regulations from time to time.</li><li>➤ To inform the Lenders within five (5) working days of the occurrence of any social, labor, health and safety, security or environmental incidents, accidents or any other circumstances which could reasonably be expected to have any material adverse effect on the Borrower's business.</li></ul>

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 11 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director



	<ul style="list-style-type: none"> <li>➤ To furnish to the Lenders in the form and detail satisfactory to the Lenders such additional information as the Lenders may require from time to time relating to social, environmental, health, labor, safety and other aspects as mentioned above.</li> <li>➤ Take corrective measures as suggested by the Lenders, if any, to rectify the deficiency/shortcomings pointed out by the Lenders, if any, in its social and environmental compliance.</li> </ul>
Transfer/ Novation/ Assignment	<p>Lenders will have the right to freely down sell, transfer or assign all or a portion of its rights and obligations under or in respect of the Facility without the prior consent of the Borrower.</p> <p>The Borrower will pay/reimburse the Lenders any costs incurred towards site visit expenses, stamp duties, registration fees, out of pocket expenses and legal fees for transactions of this type.</p> <p>The Borrower irrevocably and unconditionally confirms that it shall continue to be bound by the terms of the Facility Documents notwithstanding such transfer or assignment by Lenders and that the transferee shall acquire an interest in the Facility Documents upon the transfer taking effect</p> <p>The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Facility Documents without the prior written approval of Lenders.</p> <p>Without prejudice to the aforesaid provision, Lenders may (at its sole discretion), without notice to or approval from the Borrower, share the credit risk of the whole or a part of the Facility with any other bank/ FI by way of participation.</p> <p>The Borrower shall provide all requisite assistance for the above including payment of requisite stamp duty and legal charges in respect of the same.</p>
Events of default	<p>Customary to a facility of this nature including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>➤ Failure by the Borrower in the payment, when due, of any interest/coupon, any principal instalment or any other fees, costs or other amounts under any Facility Document.</li> <li>➤ Failure to obtain necessary approvals, Breach of any material obligations under the Project Documents.</li> <li>➤ Breach of Financial Covenants which has not been cured by the testing date.</li> <li>➤ The Borrower committing any breach or default (other than payment default) in the performance or observance of the material covenants of the Facility Documents or the Concession Agreement.</li> <li>➤ Failure by the sponsors/shareholders to make any contribution by way of subscription to equity or otherwise as scheduled or committed.</li> <li>➤ In case of Borrower rating downgrade</li> <li>➤ Current rating less 2 notches downgrade. In no case less than "BBB+" for the sponsor.</li> <li>➤ Termination of the Concession Agreement.</li> <li>➤ Execution or distress being enforced or levied against the Borrower and any order relating thereto.</li> </ul>

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 12 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

Director



	<ul style="list-style-type: none"> <li>➤ The Borrower ceases or threatens to cease to carry on its business operations relating to the Project, other than by reason of Force Majeure.</li> <li>➤ A receiver being appointed in respect of the whole or any part of the property of the Borrower.</li> <li>➤ The occurrence of any event or circumstances which is prejudicial to or imperils or depreciates the Security given to the Lenders materially.</li> <li>➤ Borrower has taken any action for its re-organization including Change in Ownership without the prior written approval of the Lenders/Authority, subject to provisions of the Concession Agreement.</li> <li>➤ Borrower defaults in payment, repayment, prepayment, as the case may be of any debt, accrued or contingent, other than the Facility under any agreement(s) to which it might be a party, or otherwise defaults under the provisions of such agreements.</li> <li>➤ Cross Default: Any event of default (howsoever defined) on part of Borrower in relation to any indebtedness availed by it from / contracted by it with any bank / financial institution or other Person; ii. default by pledgor / guarantor under any document with any Lender / other bank / non banking financial company / financial institution or other Person. Borrower withdrawing or giving up the Project or withdrawing or giving up or ceasing of performance of obligations by the Borrower in respect of the whole or any material part of the Project (including under the Concession Agreement) or if the Project has been halted for continuous period of 15 days, for reasons other than a Force Majeure event.</li> <li>➤ Sponsor fails to perform its obligations under the Facility Documents.</li> <li>➤ If such breach is continued beyond the periods as stipulated above, the Lenders reserve the right to call an Event of Default and all dues shall become payable immediately along with Penal Interest from the date such breach till the date of actual payment. This is without prejudice to any other legal rights the Lenders have under the Facility Documents.</li> <li>➤ Illegality or unlawfulness of any Transaction Document or any condition or stipulation under any transaction document.</li> <li>➤ Involuntary winding up, Misrepresentation or Insolvency.</li> <li>➤ Winding up, bankruptcy and dissolution of any material project participant.</li> <li>➤ Any of the Facility Documents becoming ineffective, unenforceable, or invalid.</li> <li>➤ Repudiation, termination, unenforceability, or invalidity of any of the license.</li> <li>➤ Failure to comply with any other obligation, representation, or warranty subject to agreed remedy periods if capable of remedy.</li> <li>➤ Breach/ non-creation of any Security document, within stipulated time frame unless extended with mutual consent with Lenders.</li> <li>➤ Breach of the terms of the transaction / Project documentations and occurrence of any other event, which are likely to result, or which can have/shall have material adverse effect;</li> <li>➤ Failure to take reasonable steps to comply with observations of Lenders' consultants to the satisfaction of Lenders.</li> </ul>
--	---

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 13 of 20

Kotak Mahindra Bank Limited  
 CIN: L65110MH1985PLC038137  
 Branch Local address: Kotak Mahindra Bank Limited  
 EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
 Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
 27 BKC, C 27, G Block,  
 Bandra Kurla Complex  
 Bandra (E) Mumbai 40005  
 Maharashtra, India

www.kotak.com

Kotak Mahindra Bank Ltd.  
 CIN: L65110MH1985PLC038137  
 1/11, 1st Floor  
 East Patel Nagar  
 New Delhi - 110 008

T +91 11 45056125  
 www.kotak.com

Registered Office:  
 27 BKC, C 27, G Block,  
 Bandra Kurla Complex,  
 Bandra (E), Mumbai 400051,  
 Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director



	<p>➤ Failure to obtain / maintain any insurance as required by the Lenders / LIA and or review from time to time, or failure to pay insurance premium when due, within a period of 30 days;</p> <p>Breach of any material representation or warranty under the transaction document of the borrower; and The Sponsor or Borrower or any of their directors are included in RBI's willful defaulters (except nominee directors nominated by any financial institution). In case an independent director is included in willful defaulter list.</p>
Escrow Conditions	Refer Escrow conditions.

**ESCROW CONDITIONS**

Escrow Conditions	
Conditions for escrows other than credit card receivables	
Escrow Conditions	<p>Escrow of receivables of NMCG shall be put in place as follows:</p> <ul style="list-style-type: none"> <li>Two separate current accounts shall be opened with the Bank. The first current account will be the escrow account and the second current account will be the Borrower's operating account. The first current account (escrow account) will be a non-cheque book current account. Cheque book cannot be issued for the account and no facility of any channel access viz. Net Banking, Phone Banking etc will be available for this escrow account.</li> <li>Standing Instructions shall be set for sweeping out collections in the escrow account to the operative current account. In case of non repayment of facilities extended to the Borrower, standing instructions for sweeping out shall be removed.</li> <li>The Borrower jointly with the Bank (in the prescribed format of the Bank) shall write to NMCG instructing that until further notice from the Bank, all payments be made directly into the account of the Borrower with the Bank (KMBL A/c _____ (Borrower) escrow A/c no. _____), duly acknowledged/ confirmed by _____.</li> <li>Escrow waterfall mechanism shall be as per Concession Agreement and the same shall be subject to compliance with NMCG</li> </ul>

**Schedule '1.1'**
**Term Loan**

Conditions For Term Loan Facility	
Borrower	EIEL Mathura Infra Engineers Private Limited
Sponsor	Enviro Infra Engineers Limited
Shareholding	Enviro Infra Engineers Limited - 74% Micro Transmission Systems - 26%
Project	Development of 60 MLD project for Mathura Sewerage Scheme (Interception & Diversion with STP Works at Gokul Barrage for Balance Drain) in Mathura, in UP State (under National Mission for Clean Ganga scheme) with an O&M period of 15 years through Hybrid Annuity Mode (HAM)
Bid Project Cost	Rs. 19470 lakhs (Nineteen Thousand Four Hundred Seventy Lakhs only)
Facility	Term Loan
Facility	INR 8762.00 Lakhs

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 14 of 20

Kotak Mahindra Bank Limited  
 CIN: L65110MH1985PLC038137  
 Branch Local address: Kotak Mahindra Bank Limited  
 EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
 Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
 27 BKC, C 27, G Block,  
 Bandra Kurla Complex  
 Bandra (E) Mumbai 40005  
 Maharashtra, India

[www.kotak.com](http://www.kotak.com)

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
 CIN: L65110MH1985PLC038137  
 1/11, 1st Floor  
 East Patel Nagar  
 New Delhi - 110 008

T +91 11 45056125  
[www.kotak.com](http://www.kotak.com)

Registered Office:  
 27 BKC, C 27, G Block,  
 Bandra Kurla Complex,  
 Bandra (E), Mumbai 400051,  
 Maharashtra, India.

Director





	(Rupees Eight Thousand Seven hundred Sixty Two Lakhs Only)
Type	Non-Revolving
End Use	For construction of the Project, payment of capex creditors and transaction related expenses
Lenders	KMBL along with other banks / financial institutions participating in Facility
Finance Parties / Secured Parties	Lenders, Security Trustee and Escrow Bank / Account Bank.
Escrow Bank	Kotak Mahindra Bank Ltd.(KMBL)
Other Transaction Counterparties/ Lenders' Consultants	<ul style="list-style-type: none"><li>• Security Trustee</li><li>• Lender's Independent Engineer ("LIE"), if required by Lenders</li><li>• Lender's Legal counsel ("LLC")</li><li>• Lenders' Insurance Advisor ("LIA"), if required by Lenders</li><li>• Any other independent consultants / concurrent auditors / other agencies and any replacement of any of them mutually agreeable to both the parties and appointed by the Lenders</li></ul>
Validity of sanction	Up to 3 months from the date of sanction
Availability Period of Facility	Till 30 <sup>th</sup> Sept 2026
Tenor	Door-to-door tenor of entire TL facility shall be in 13 years and, comprising 2 years of construction period
Deemed Date of Commercial Operation (DCCO)	31 <sup>st</sup> March 2026 or 24 months from the appointed date as per Concession Agreement whichever is later. Any revised DCCO and consequential change in repayment schedule shall be documented appropriately prior to first disbursement.
COD	Date when completion certificate or provisional certificate is issued by Independent Engineer/authority under the Concession Agreement
Project Documents	<ol style="list-style-type: none"><li>1) Concession Agreement</li><li>2) EPC Contract</li><li>3) O&amp;M and other maintenance related agreements, if any</li><li>4) Insurance Policies / Contracts</li><li>5) Any other agreements, documents or instruments entered into by the Borrower in respect of the development, construction, design, engineering, procurement, operation, maintenance and management of the Project;</li></ol> Any other agreement/ document as may be designated as a Project Document by the Lenders
Facility Documents	<p>Below documents to be executed before first disbursement of Rupee Term Loan Facility (including sublimit) to the satisfaction of Lenders</p> <ol style="list-style-type: none"><li>1. Common Loan Agreements / Facility Agreement;</li><li>2. Security Trustee Agreement;</li><li>3. Escrow Agreement;</li><li>4. Substitution Agreement;</li><li>5. Subordination Agreement;</li><li>6. Sponsor's Undertakings;</li><li>7. Security documents;</li><li>8. Pledge Agreement;</li></ol> <p>Such other agreements designated as Financing Documents by Lender(s) / LLC.</p>

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 15 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

Director

Base Case Business Plan	Refer Annexure A
Applicable Benchmark	K MCLR 3M
Rate Of Interest	<p>ROI shall be an aggregate of 3 month MCLR internal or external benchmark ("Benchmark")) plus Spread. currently, ROI is 9.65%. (MCLR (9.05%)+ Spread(0.60%))</p> <p>Applicable Benchmark Rate prevailing on the first disbursement under each Facility (whether partial or full) plus spread shall be the Rate of Interest for that Facility until next Reset Date.</p> <p>Benchmark Reset Frequency: as per reset frequency of the Benchmark.</p> <p>On induction of participating lenders, the interest rate applicable to such lenders can be linked to the KMBL MCLR / their own MCLR or any other benchmark (internal / external) subject to effective pricing aligned with KMBL at the time of assignment / novation. The spread applicable to participating lenders on their lending amount will be defined to bring their applicable interest rate to the same level as that prevailing for Lead Lender on induction date.</p> <p>Post assignment/novation, the rate of interest of the incoming lenders will move as per the benchmark chose by them</p>
Interest payment date	<p>Interest will be payable monthly and statutory tax/levy, if any, would be additional. The interest shall be payable by the Borrower on the last day of each calendar month commencing from the date of first disbursement of the Facility. If the last day is a banking holiday in Maharashtra, then such interest shall be paid on previous working day on a pro - rata basis. Interest and all other charges shall accrue from day to day and shall be calculated for each interest period on the basis of 365 days in a year and the actual number of days elapsed.</p>
Interest Reset Period	<p>Reset would be on Quarterly Basis or as per frequency of the benchmark chosen by the Lenders</p> <p>First Reset Date: All the loans will be reset on the 16<sup>th</sup> day of the sixth calendar month (in case of K MCLR 6M) from the month of disbursement.</p> <p>Subsequent Reset Date /s: will be the date which is immediately succeeding to the date on which six calendar months (in case of K MCLR 6M) are completed from the earlier Reset Date.</p> <p>Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset Date.</p>

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 16 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

www.kotak.com

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

Director



	<p>To illustrate: For a disbursement made on October 12, 2019 (in case of K MCLR 6M) first reset date will be 16 March 2020 and the subsequent Reset date will be on 16<sup>th</sup> September 2020.  (in the similar way the Reset Dates for K MCLR 1M, K MCLR 3M and K MCLR 12M shall be calculated / interpreted)</p>
Spread Reset	<p>Spread shall remain fixed for each Lender till the date of receipt of PCOD/COD and thereafter, the Lender shall have the right to reset the Spread as follows:</p> <ul style="list-style-type: none"> <li>First Interest Reset shall be on PCOD/COD of the Project.</li> <li>Second Interest Reset shall be on receipt of first full Annuity</li> </ul> <p>The Lenders shall have the right to reset the Spread for the Facility upon occurrence of the following events and Applicable Interest Rate will be charged based on the revised Spread:</p> <ul style="list-style-type: none"> <li>Occurrence and subsistence of Event of Default and/or;</li> <li>Breach of Financial Covenants</li> <li>Downgrade in credit rating of the borrower</li> <li>RBI revises the standard provision on assets and/or;</li> <li>RBI enhances the risk weight for assets and/or;</li> <li>Borrower gets classified as Special Mention Account as per RBI Guidelines;</li> </ul> <p>In addition to spread change condition mentioned above, the bank has a right to revise the "spread" over benchmark after three years from the date of first disbursement of Facility / loan and thereafter after completion of every 3 years.</p>
Put option	<p>At the end of 4<sup>th</sup> year from the first disbursement date and every year thereafter (Put Option Date). Each Lender(s) shall give a written notice within 30 (thirty) days prior to the Put Option Date to the Borrower. Borrower shall be under obligation to prepay mandatorily within 90 days of receipt of such notice from the Lender(s). On exercise of Put option, the Borrower shall repay the outstanding amounts along with accrued interest on Put Option Date, without any prepayment premium.</p>
Call Option	<p>Borrower will have the Call Option to prepay the facility from any or all the lenders without prepayment penalty within 90 (ninety) days of a Call Option Date, by giving a prior notice of at least 30 (thirty) days to the Lenders, Call option is available to Borrower at the end of 4<sup>th</sup> year from the first disbursement date and every year thereafter.</p> <p>On exercise of Call option, the Borrower shall repay the outstanding amounts along with accrued interest on Call Option Date, without any prepayment premium.</p>
Margin	25.00%
Disbursement Method	Disbursement directly to the vendors account or to the escrow account of Borrower.
Repayment Method	<ol style="list-style-type: none"> <li>The Loan shall be repaid in 44 Equal Quarterly Principal amount</li> <li>Repayment shall start from the 15<sup>th</sup> Jul-2026 or within 15 days of credited of 1<sup>st</sup> Annuity whichever is earlier.</li> </ol>

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 17 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

[www.kotak.com](http://www.kotak.com)

For EIEL Mathura Infra Engineers Pvt. Ltd.

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
[www.kotak.com](http://www.kotak.com)

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

Director



	3. Interest is to be served on monthly basis by the Borrower as per actuals. 4. EQI shall be recovered/paid from the ESCROW account of the borrower with KMBL.
Other Conditions	1. An undertaking from the Borrower that the facility availed by the Borrower from Lenders shall not be used in any kind of capital market activity. 2. An undertaking from the Borrower that the facility availed by the Borrower from Lenders shall not be used for acquisition of land. 3. The Bank reserves the right to verify the status report on the vendors or obtain copies of reports as available with existing working capital bankers or the Borrower 4. Cost overruns shall be borne by the Sponsor.
Specific Conditions	1. Door-to-door tenor of entire TL facility shall be in 13 years and, comprising 2 years of principal Moratorium (21 month of construction period & 3 months trial run). 2. Term Loan shall be disbursed in 4 tranches linked with milestone achieved by the borrower.
Takeover Conditions	NA

### Schedule '1.1.1'

#### Bank Guarantee

Conditions For Bank Guarantee Facility	
Facility	Bank Guarantee In case of Sub-limit: • This facility shall be a sub-limit of facility Term Loan • The combined exposure of facilities Term Loan and Bank Guarantee not to exceed Rs. 8762.00 lakhs at any point of time subject to specific individual limits.
Limit	INR 2142.00 Lakhs (Rupees Two Thousand One Hundred Forty Two Lakhs Only)
Type	Non -Revolving
Purpose	Issuance of guarantee for Mobilization Advance for the Project
Validity	The facility so sanctioned by the Bank to the Borrower is Non -revolving in nature and is subject to review that shall be conducted by the Bank and shall at all times be available at the sole discretion of the Bank.
Tenor	Maximum 24 months (There will be additional statutory claim period of 12 months from the date of expiry of BG)
Commission	0.80% p.a. payable upfront Note: BG (Bank Guarantee) Commissions shall be non-refundable. The Bank shall not be liable to refund the BG commissions in the event of any BG being surrendered or returned to the Bank prior to expiry of its term/tenure.
Margin	25% (Disbursement of BG shall be considered under the Term Loan Facility and hence necessary margin to be maintained at all times in the Project.)

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 18 of 20

**Kotak Mahindra Bank Limited**  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

**Registered Office**  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

[www.kotak.com](http://www.kotak.com)

**Kotak Mahindra Bank Ltd.**  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
[www.kotak.com](http://www.kotak.com)

**Registered Office:**  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director





Kotak Mahindra Bank  
Kotak Mahindra Bank

Other Conditions	<ol style="list-style-type: none"><li>1. The Borrower shall ensure that upon due fulfilment of the obligation underlying the Bank Guarantee, they shall arrange to obtain the original Bank Guarantee from the beneficiary and surrender the same to the Bank.</li><li>2. The Borrower shall provide counter-guarantee/indemnity for repayment in event of devolvement of Bank Guarantee.</li><li>3. Format of Bank Guarantee issued by Lenders shall be accepted by the Borrower</li><li>4. The Bank will have a right to set-off the term deposit amount (if any) against the bank guarantee liability if the bank guarantee gets invoked.</li><li>5. In case of discontinuation of facility from the Bank by the Borrower, the Borrower shall place term deposit of the equivalent amount (100% of the Bank Guarantee issued) with the Bank for the balance tenor of the Bank Guarantee.</li><li>6. Whenever guarantees are executed by the bank in lieu of advance payment for purchase of raw materials, the amount of such guarantees would be deducted from the advance value of the stocks before arriving at the drawing power on the cash credit accounts (if any).</li><li>7. Bank Guarantee to be vetted by Trade Finance team of Bank.</li></ol>
Specific Conditions	NA
Takeover Conditions	NA

*Alenman*

For EIEL Mathura Infra Engineers Pvt. Ltd.

*[Signature]*  
Director

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 19 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005  
Maharashtra, India

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.





Annexure B

Clarification on Identification of Special Mention Accounts (SMA) / Non Performing Asset (NPA)	
In case of Term Loans	<p>i. If due date of a loan account is March 31, 2021, and full dues are not received by Kotak Mahindra Bank Limited ( Bank) before day-end of March 31, 2021, the account will be considered as overdue with reference to due date and will be tagged as SMA 0. If the account continues to remain overdue and all dues are not regularised by April 30, 2021 , then the account gets tagged as SMA-1 as on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. If the account continues to remain overdue, account gets tagged as SMA-2 as of May 30, 2021 and if continues to remain overdue further, accounts gets classified as NPA at day end on June 29, 2021.</p> <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p>
In case of Cash Credit (CC)/ Overdraft (OD)/ Dropline Overdraft (DLOD) Account(s)	<p>i. In a CC or OD or DLOD account, if outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of more than 30 days -say from March 31, 2021, the account gets tagged as SMA 1 as of April 30, 2021 i.e. upon completion of 30 days of being continuously in excess. If the account continues to be remain continuously in excess, the account gets tagged as SMA-2 on May 30, 2021. If the account continues to remain in excess, account gets classified as NPA at day end of June 29, 2021.</p> <p>ii. In addition to (i) above, a CC or OD or DLOD account may get classified as NPA if outstanding balance in the account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.</p> <p>For example , if there are no credits continuously for 90 days say from March 31, 2021 to June 29, 2021 or credits are not enough to cover the interest debits between March 31, 2021 to June 29, 2021 , the account gets classified as NPA as of June 29, 2021 at day end.</p> <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p>
Please take note that Special Mention Accounts (SMA) / Non Performing Asset (NPA) reporting is done at Borrower level as per the applicable regulatory guidelines and thus, overdue in any one account of the Borrower will result in reporting of the Borrower as SMA or NPA as the case may be.	

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director

(EIEL Mathura Infra Engineers Private Limited

(24.05.2024)

Page 20 of 20

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 400051  
Maharashtra, India

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



PRIVATE AND CONFIDENTIAL

RBG/IFD/NTB/23-24/351/112331/Add01

24.05.2024  
LOB - 0492EIEL Mathura Infra Engineers Private Limited  
894500A57YTA948RJP34 (Valid upto 28 Nov, 2024)Unit No. 201, Plot No. B, RG Metro Arcade, Sec-11,  
Rohini sec-11, Delhi - 110085

Kind Attention: Mr Manish Jain

We Kotak Mahindra Bank Ltd. having its registered office at, 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, India (herein after referred to as "the Bank" or "KMBL") are pleased to inform EIEL Mathura Infra Engineers Private Limited (hereinafter referred to as "the Borrower") that the following conditions as per Sanction Letter No: REF No. RBG/IFD/NTB/23-24/351/112331 dated 15.05.2024 have been amended as below. (The expression "Borrower(s)" shall, unless repugnant to the context or meaning thereof, be deemed to include, (i) where the Borrower(s) concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; (ii) where the Borrower(s) concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or the survivor of them and their heirs, executors and administrators of the last surviving partner; (iii) where the Borrower(s) concerned is a Hindu undivided family, the member or members for the time being of the said Hindu undivided family, and their respective heirs, executors and administrator; (iv) where the Borrower(s) concerned is a company, its successors in title and permitted assigns.) The facility/ies is/are subject to the terms and conditions contained in the Master Facility Agreement to be executed by you together with the Schedules contained there-under and all other transaction documents (as defined in the aforesaid Master Facility Agreement and those that the Bank may from time to time stipulate and not limited to those mentioned in Annexure & Schedules hereto).

In confirmation of your agreement to be bound by the conditions stipulated herein please return the duplicate copy of this letter duly signed by the authorised signatories of the Borrower to us within 7 days from the date of this letter, after which this offer will lapse.

Existing Conditions as per Sanction Letter No. RBG/IFD/NTB/23-24/351/112331 dated 15.05.2024  
Annexure 'A'

Standard & Common Conditions (applicable to all Finance facilities)	
Specific Conditions	<ol style="list-style-type: none"><li>1. ROC charge to be created on current assets including FDRs to be taken for DSRA within 30 days from the date of first disbursement.</li><li>2. FDRs to be offered as DSRA shall be lien marked in favour of the lenders / escrow bank / trustee within 30 days from the date of first disbursement.</li><li>3. Lenders reserves the right to initiate site visit / inspection of any of the Project. Any charges / charges pertaining to the same shall be borne by the Borrower</li><li>4. LIE to be appointed by KMBL and report to be submitted before disbursement of each tranche and annually during the first two years of operation. Initial LIE report to include vetting of the project cost, O&amp;M assumptions, power cost and major maintenance requirements if any. TEV report will be required pre-disbursement and reviewed by bank officials and quarterly monitoring report required post disbursement.</li><li>5. Borrower to provide quarterly updates (physical and financial) on the project progress (project progress report to be released by NMCG) with Lenders and project to be visited quarterly by the bank official.</li></ol>

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 1 of 6

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015  
Maharashtra, India  
CIN: L65110MH1985PLC038137  
1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008  
T +91 11 45056125  
www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E) Mumbai 400051

For EIEL Mathura Infra Engineers Pvt. Ltd.

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

Director



	<ol style="list-style-type: none"> <li>6. 50% of total Infusion to be done by sponsor upfront and balance 50% to be brought before 3<sup>rd</sup> milestone release by KMBL.</li> <li>7. Borrower shall provide land allotment proof to KMBL before disbursement.</li> <li>8. certificate Confirmation from the (Enviro infra Engineers Ltd) Guarantor that the issuance of the Guarantee complies with the provisions of Section 185 and other applicable provisions of the Companies Act, 2013</li> <li>9. Borrower to share Letter of "Appointed Date" of project to be provided before disbursement</li> <li>10. All necessary permissions/approvals like Civil construction approval, electricity, water and sewerage approval, Design and Engineering approval and building permit etc. to be obtained before disbursement.</li> </ol>
--	--

**Revised:**

**Annexure 'A'**

Standard & Common Conditions (applicable to all Finance facilities)	
Specific Conditions	<ol style="list-style-type: none"> <li>1. ROC charge to be created on current assets including FDRs to be taken for DSRA within 30 days from the date of first disbursement.</li> <li>2. FDRs to be offered as DSRA shall be lien marked in favour of the lenders / escrow bank / trustee within 30 days from the date of first disbursement.</li> <li>3. Lenders reserves the right to initiate site visit / inspection of any of the Project. Any charges / charges pertaining to the same shall be borne by the Borrower</li> <li>4. LIE to be appointed by KMBL and report to be submitted before disbursement of each tranche and annually during the first two years of operation. Initial LIE report to include vetting of the project cost, O&amp;M assumptions, power cost and major maintenance requirements if any. TEV report will be required pre-disbursement and reviewed by bank officials and quarterly monitoring report required post disbursement.</li> <li>5. Borrower to provide quarterly updates (physical and financial) on the project progress (project progress report to be released by NMCG) with Lenders and project to be visited quarterly by the bank official.</li> <li>6. 50% of total Infusion to be done by sponsor upfront and balance 50% to be brought before 3<sup>rd</sup> milestone release by KMBL.</li> <li>7. Borrower shall provide land allotment proof to KMBL before disbursement.</li> <li>8. certificate Confirmation from the (Enviro infra Engineers Ltd) Guarantor that the issuance of the Guarantee complies with the provisions of Section 185 and other applicable provisions of the Companies Act, 2013</li> <li>9. Borrower to share Letter of "Appointed Date" of project to be provided before disbursement</li> <li>10. All necessary permissions/approvals like Civil construction approval, electricity, water and sewerage approval, Design and Engineering approval and building permit etc. to be obtained before disbursement.</li> <li>11. Utilization shall not cross 140 Cr Max (At group Level) by March'25 unless otherwise backed with 100% FD. SL</li> <li>12. Term Loan shall be disbursed post HAM-I ((Bareilly project) is 100% completed and put up for testing. SL</li> <li>13. Cross default application with first project of Bareilly which is almost completed, till the time first project exposure continues with KMBL, If said first project is foreclosed/taken over, said cross default will be done away with, however, group exposure in such case to be capped to 130 crore from proposed 140 crore</li> </ol>

Save & as provided hereinabove all other terms & conditions of REF No. RBG/IFD/NTB/23-24/351/112331 dated 15.05.2024 shall continue to apply to the Borrower & Guarantors.

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 2 of 6

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005

For EIEL Mathura Infra Engineers Pvt. Ltd.

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



Director



All charges / fees and any other amounts payable under this facility/facilities by the Borrower to the Bank as mentioned herein do not include any applicable taxes, levies, etc. and all such impositions shall be borne by the Borrower additionally. All stamp duty and documentation fees/charges etc. in respect of the facilities shall be borne by the Borrower. Without prejudice to any arrangement or writing whatsoever, all costs, charges, expenses etc., payable in respect of the creation of Security, either by the Borrower or any other Security Provider shall be borne and paid by the Borrower and the Bank shall be entitled to debit the account of the Borrower for such amounts.

Further it may be noted that Interest shall be charged on the outstanding(s) in the accounts opened in respect of the Facilities at such rate(s) as may be determined by the Bank from time to time at the Bank's sole discretion provided that the rate(s) shall be subject to changes in the Bank's Benchmark Prime Lending Rate/ Bank's Base Rate / MCLR and/or changes in interest rates prescribed by the Reserve Bank of India from time to time and the rate shall be read as "the Bank's Benchmark Prime Lending Rate/ Bank's Base Rate / MCLR" where ever the rate is identified as "Bank's Benchmark Prime Lending Rate" in the Master Facility/Loan/Facility Agreement & Other related documents.

Save and provided as hereinabove, all other terms and conditions as per our earlier sanction letter WC/MUM-RBG/IFD/NTB/23-24/351/112331 dated 15.05.2024 shall continue to apply to the Borrower & Guarantors.



For EIEL Mathura Infra Engineers Pvt. Ltd.



Director

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 3 of 6

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005


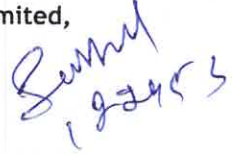
Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



In confirmation of your agreement to be bound by the conditions stipulated herein please return the duplicate copy of this letter duly signed by the authorised signatories of your company to the Bank at 4th Floor, Kotak Infiniti, Building No.21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg, Dindoshi, Malad (East), Mumbai - 400097, India within 30 days from the date of this letter, after which this offer will lapse.

We assure you of our best services at all times.  
Warm regards,

For Kotak Mahindra Bank Limited,

  
112331  
  
122453  
AUTHORISED SIGNATORY  
Commercial Bank- RBG

I/We hereby acknowledge receipt of your sanction letters no. **BG/IFD/NTB/23-24/351/112331/Add01** date on **24.05.2024** along with Schedules and Annexure of which this is a copy.

We accept and agree to be bound by the terms and conditions contained therein.

For EIEL Mathura Infra Engineers Private Limited

  
For EIEL Mathura Infra Engineers Pvt. Ltd.

Authorized Signatory  
Place:

Director

Date:

For EIEL Mathura Infra Engineers Pvt. Ltd.

  
Director

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 4 of 6

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East Patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



## Annexure

Clarification on Identification of Special Mention Accounts (SMA) / Non Performing Asset (NPA)	
In case of Term Loans	<p>i. If due date of a loan account is March 31, 2021, and full dues are not received by Kotak Mahindra Bank Limited ( Bank) before day-end of March 31, 2021, the account will be considered as overdue with reference to due date and will be tagged as SMA 0. If the account continues to remain overdue and all dues are not regularised by April 30, 2021 , then the account gets tagged as SMA-1 as on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. If the account continues to remain overdue, account gets tagged as SMA-2 as of May 30, 2021 and if continues to remain overdue further, accounts gets classified as NPA at day end on June 29, 2021.</p> <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p>
In case of Cash Credit (CC)/ Overdraft (OD)/ Dropline Overdraft (DLOD) Account(s)	<p>i. In a CC or OD or DLOD account, if outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of more than 30 days -say from March 31, 2021, the account gets tagged as SMA 1 as of April 30, 2021 i.e. upon completion of 30 days of being continuously in excess. If the account continues to be remain continuously in excess, the account gets tagged as SMA-2 on May 30, 2021. If the account continues to remain in excess, account gets classified as NPA at day end of June 29, 2021.</p> <p>ii. In addition to (i) above, a CC or OD or DLOD account may get classified as NPA if outstanding balance in the account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.</p> <p>For example , if there are no credits continuously for 90 days say from March 31, 2021 to June 29, 2021 or credits are not enough to cover the interest debits between March 31, 2021 to June 29, 2021 , the account gets classified as NPA as of June 29, 2021 at day end.</p> <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p>
Please take note that Special Mention Accounts (SMA) / Non Performing Asset (NPA) reporting is done at Borrower level as per the applicable regulatory guidelines and thus, overdue in any one account of the Borrower will result in reporting of the Borrower as SMA or NPA as the case may be.	

For EIEL Mathura Infra Engineers Pvt. Ltd.

Director

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 5 of 6

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Maharashtra Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

**For Digital Execution of Documents:**

1. I/ we hereby, for self and/or as the authorized signatory of the partnership firm/LLP/company/proprietorship(as the case may be), accept and provide consent to a.the E-platform/digitized platform of the bank or of through any vendor/s appointed by the Bank for accepting terms and conditions relating to the sanction/renewal/grant/enhancement/modification of the financial facilities (both funded and non-funded) and or executing, transacting loan and security documents including guarantee, e-stamping data storage etc., b.to execute, sign either physically or electronically or digitally by using Aadhaar or OTP or biometric based authentication or USB token based DSC or any other electronic form, all documents/instruments including, facility/security documents etc.,
  2. Further I/We hereby, for self and/or as authorized signatory for the Partnership Firm/LLP/Company/Proprietorship (as the case may be), irrevocably agree, consent and accept that the Sanction Letter/Facility Letter/Renewal Letter/any document accepted and/or executed on the questions as regards the terms and conditions accepted thereon and as regards the sanction letter/Facility letter/Renewal letter/any document executed on the electronic/digitized platform.
- "Any communication received from the principal borrower for renewal/review of the facility/any documents submitted by the principal borrower, in connection with the facility availed, shall be deemed to be communication/execution on behalf of the company/firm and the same shall be valid and binding upon the company/firm and all its partners"



For EIEL Mathura Infra Engineers Pvt. Ltd.

  
Director

(EIEL Mathura Infra Engineers Private Limited)

(24.05.2024)

Page 6 of 6

Kotak Mahindra Bank Limited  
CIN: L65110MH1985PLC038137  
Branch Local address: Kotak Mahindra Bank Limited  
EPICAH, 2nd Floor, 68/1, Najafgarh Road, Industrial  
Area, Moti Nagar, New Delhi, Delhi, 110015

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

1/11, 1st Floor  
East patel Nagar  
New Delhi - 110 008

T +91 11 45056125  
www.kotak.com

Registered Office  
27 BKC, C 27, G Block,  
Bandra Kurla Complex  
Bandra (E) Mumbai 40005

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.