

Aditya Birla Finance Ltd.

(A part of Aditya Birla Capital Ltd.)



ADITYA BIRLA CAPITAL

To,

Borrower

: AMTZ Medpolis Square 4554 Private Limited

Date: 20/03/2024

Co-borrowers

: AMTZ Medpolis Square Private Limited
: AMTZ Medpolis Square 801 Private Limited

Personal Guarantors

: Mr. Soham Satish Modi
: Mrs. Tejal Soham Modi

Communication Address: 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Telangana, India, 500003

Subject: Sanction Letter of Term Loan: -

Dear Sir / Madam,

We thank you for choosing Aditya Birla Finance Limited (ABFL) for providing you Term Loan.

We are pleased to inform that with reference to your application and information provided to us by you we have sanctioned you the loan, details of which are given below and overleaf.

Particulars	Description
Type of Facility	Term Loan/Construction Finance
Amount Sanctioned	INR 33,00,00,000 /- (Rupees Thirty-Three Crores only)
Tenure of facility repayment	ABFL loan of Rs.33 Cr to be repaid in 180 monthly instalments including 24 months principal moratorium (Moratorium is for completing the construction of office and Lab/manufacturing space, leasing of premises). Principal to be repaid in 156 equated monthly instalments of Rs.45.45 lacs. Once the tenant occupies the premises and after rental commencement, CF loan to be converted to LRD and repayment is drawn as per LRD calculations
Purpose	Rs.33 Cr shall be utilised towards completing the construction of incubation centre/ lab space at plot No. D1-55 part, D1-56 part, in Vishakapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, Pedagantyada mandal, Visakhapatnam. Land Area: 5813 sq. yds.

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2nd Floor, Bhupal Tower, Raj Bhavan Road, Above Neelkanth Jewellers,
Somajiguda, Hyderabad - 500082.
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Registered Office:

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Gujarat -362 266
CIN: U65990GJ1991PLC064603



Page 1 of 7



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Security

Primary Security

- First and exclusive charge through registration of equitable mortgage of the lease hold rights of land area of 5813 sq. yds and SBUA of 1,27,401 sft or any construction on the said land located at plot No. D1-55 part, D1-56 part, in Vishakhapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, GVMC, Pedagantyada mandal, Visakhapatnam. 530044, Andhra Pradesh.

Additional Security

- Extension of exclusive charge through registration of equitable mortgage of commercial building located at municipal No's 1-10-176, 'Green Towers' Begumpet, Secunderabad, Telangana, 500016. Property owned by Mr. Rajesh J Kadakia and Mr. Sharad J Kadakia
- Extension of exclusive charge through registration of EM of guest house 1-10-178/3/2, Backside of green towers, Begumpet, Allamdoddibai Secunderabad, 500016. owned by Mr. Rajesh J Kadakia and Mr. Sharad J Kadakia

Cash flow:

- Escrow and exclusive hypothecation charge on all current and future rentals/sale proceeds/any cash inflows coming from the property commercial office space and lab at commercial office space and lab at plot No. D1-55 part, D1-56 part, in Vishakhapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, Pedagantyada mandal, Visakhapatnam. Land Area: 5813 sq. yds. (Rs.48.26 lacs rental expected from the above property; AMTZ4554 signed lease agreement with AIC-AMTZ Medi Valley Incubation Council in Aug 2023 for rental of Rs.47.52 lacs per month)

Additional Cash flows

- Escrow and hypothecation of all rental cash flows from tenant 'Sonata Software Limited' coming from the property located at municipal No.s 1-10-176, 'Green Towers', Begumpet, Secunderabad, Telangana belongs to Mr. Rajesh J Kadakia and Mr. Sharad J Kadakia

ISRA: 3 months interest amount

Personal Guarantee:

Mr. Soham Satish Modi
Mrs. Tejal Soham Modi

Interest Rate
Type

Floating linked to Long Term Reference Rate of ABFL

Interest Rate

- Rate applicable for the facility which is being offered to you is 13.25% p.a. floating, which is linked to ABFL Long Term Reference Rate (i.e., ABFL Long Term Reference Rate + Margin).
- ABFL Long Term Reference Rate at present is 20.45% p.a.
- Margin offered is -7.20% p.a. Hence the applicable current floating ROI is 13.25% p.a.

ROI shall be reduced on happening of following events:

ROI to be reduced by 25 bps on completion of building structure.

Further, on conversion of CF to LRD, ROI to be reduced by 200 bps

Interest Rate
Validity

- Above Interest Rate is valid only in case of disbursement of loan on or before last calendar date of the month in which sanction letter is issued ("Validity Period").
- This Sanction Letter shall remain valid until ABFL notify any change/amendments in the terms and/or the Interest Rate offered for the facility. Subsequently, if only the Interest Rate is revised/amended, then an addendum to this Sanction Letter shall be issued by ABFL and the Borrower/s shall be under an

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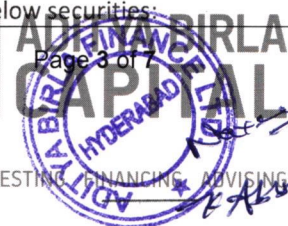
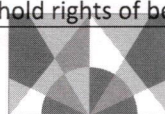
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	- ABFL reserves a right to change the Interest Rate post above mentioned Validity Period and revised sanction letter will be issued in case of a rate change - In the event of a change in the ABFL Long Term Reference Rate within the above-mentioned Validity Period, the interest rate incorporating the revision in the ABFL Long Term Reference Rate will be applicable to the Borrower. - Interest will be reset effectively from the date on which ABFL Long Term Reference Rate is revised.	
Installment	Month	EMI (Rs)
	1 st month to 24 th month	Only interest to be serviced
	25 th month to 180 th month	44,45,296/-
Upon project completion, CF to be converted to LRD post principal moratorium with a tenor of 156 months and repayment of the loan to be drawn as per LRD calculations		
EMI Date	15 th of every month	
Sanction letter validity	30 days from the date of issuance, extension of the same is at the sole discretion of ABFL.	
Charges	Processing Fee	0.10% of entire loan amount, plus applicable GST/Govt. Taxes
	Advisory Fee	1.15% of entire loan amount, plus applicable GST/Govt. Taxes
Others	<u>Return of Original movable/immovable Security Documents</u> Time and Place of Security Release and Return of Security Documents – ABFL will release all the original movable / immovable property documents taken in custody at the time of Security creation as listed in the respective mortgage deed ("Security Documents") and shall remove charges registered with any registry within a period of 30 days after full repayment/ settlement of the Facility/ies. The Security Documents will be handed over to the Mortgagor at 2nd Flr, Bhupal Tower, Raj Bhavan Road, Above Neelkanth Jewellers, Somajiguda, Hyderabad -500082	
Foreclosure Clause & Applicable charges	Lock in Period	12 months from the date of First Disbursement If the underlying projects are sold, Prepayment charges on loan O/s shall be 0.50% + GST, applicable taxes
	Foreclosure clause & charges	Post 12 months 2% + GST, applicable taxes If the underlying projects are sold, Prepayment charges on loan O/s shall be 0.50% + GST, applicable taxes
	Part-payment charges	Post 12 months- 2% + GST, applicable taxes If the underlying projects are sold, Prepayment charges on loan O/s shall be 0.50% + GST, applicable taxes
Sanction Conditions / Special Conditions	Aforesaid sanction of the facility is subject to following conditions: The terms of sanction for AMTZ4554 to be read in conjunction with the sanction terms of AMTZ801. Some of the conditions are common for compliance before disbursement of any tranche in the two entities. Same is listed hereinbelow.	
	Conditions to be fulfilled before disbursement (Conditions Precedent)	Conditions precedent to 1st disbursement (Common disbursement conditions for compliance before release of TL1 and/or TL2): - LEI of the Borrower to be submitted before disbursement. - NOC from the lessor Andhra Pradesh Medtech Zone Ltd. for mortgage of the leasehold rights to be submitted. Same to be vetted by internal legal. - Amended LOI with AMTZ Incubation council with removal of onward mortgage clause to be submitted before disbursement. - Registration of mortgage of the leasehold rights of below securities:

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- a. RMoE of leasehold rights of a land area of 5,813 sq. yds and any construction on the said land located at plot No. D1-55 part, D1-56 part, in Vishakapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, Pedagantyada mandal, Visakhapatnam.
- b. RMoE of leasehold rights of a land area of 11,141 sq. yds and any construction on the said land located at plot No. D1-95, D1-94 part, E2-109, E2-110 part in Vishakhapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, Pedagantyada mandal, Visakhapatnam.
- e.) Registration of Equitable Mortgage of below securities:
- a. RMoE of commercial building located at municipal No's 1-10-176, 'Green Towers' Begumpet, Secunderabad, Telangana.
- b. RMoE of guest house 1-10-178/3/2, Backside of green towers, Begumpet, Secunderabad
- f.) Exclusive hypothecation charge and escrow of below securities:
- a. Project 4554: All current and future rentals/sale proceeds/ any cash inflows coming from the property commercial office space and lab at commercial office space and lab at plot No. D1-55 part, D1-56 part, in Vishakapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, Pedagantyada mandal, Visakhapatnam
- b. Project 801: All current and future rentals/sale proceeds/ any cash inflows coming from the property commercial office space and lab at plot No. D1-95, D1-94 part, E2-109, E2-110 part in Vishakapatnam, Old Revenue Ward No. 54, New revenue ward No. 77, Zone VI of GVMC, Sy No. 480/2, Nadupuru, Pedagantyada mandal, Visakhapatnam.
- c. Hypothecation of all rental cash flows from tenant 'Sonata Software Limited' coming from the property located at municipal No.s 1-10-176, 'Green Towers', Begampet, Secunderabad, Telangana belongs to Mr. Rajesh J Kadakia and Mr. Sharad J Kadakia
- g.) 3M ISRA to be created before disbursement.
- h.) PGs of Mr. Soham Modi and Mrs. Tejal Modi to be obtained.
- i.) Project CAR insurance of both projects – 4554 and 801 to be obtained.
- j.) Single valuation of the project – 801 and 4554 to be obtained from ABFL panel valuers with internal technical signoff before disbursement.
- k.) Satisfactory LSR/TSR of the projects – 4554 and 801 to be obtained from ABFL panel law firms with internal legal sign off before disbursement.
- l.) Minimum collateral cover of 1.5x to be ensured before disbursement.
- m.) Submission of the contractual arrangement/ select key clauses (parties/ scope of work/ commission payouts/ termination/ tenor) between the Modi Group and Cerestra towards the project 801 and 4554 to be submitted.
- n.) CA certified COP-MOF to be submitted for both projects – 4554 and 801
- o.) Insurance liability premium plus IHO of Rs.5.77 lacs plus applicable taxes
- p.) Borrower/Co-Borrower/Guarantors to undertake:
- a. During the loan tenor, no additional Bank Borrowings by the Borrower without prior approval from ABFL.
- b. Cost escalation or time overrun due to any reason including but not limited to obtaining statutory approvals or any other reasons beyond the control of the Borrower/ Guarantor, to be borne entirely by the Borrower and the Borrower/Guarantor to keep ABFL indemnified.
- c. To periodically update ABFL on the EOIs/ LOIs/ lease deeds being executed for the projects – 4554 and 801

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- d. Unsecured loans/ equity brought in from promoters in the project 4554 and 801 cannot be withdrawn during ABFL loan tenor.

Conditions to be fulfilled after disbursement (Conditions subsequent)

Specific/ Post-disbursement conditions: Briefly describe only special conditions

Common conditions for compliance before 2nd tranche disbursement (to be complied for both projects – 4554 and 801 before further disbursements):

- ROC and CERSAI to be completed within the timelines as per the ABFL policy or before 2nd tranche disbursement whichever is earlier.
- ABFL designated two escrow accounts (for projects 4554 and 801) to be opened.
- Project insurance with suitable Bank clause favouring ABFL to be submitted within 30 days or before the 2nd tranche disbursement whichever is earlier.

Conditions precedent to subsequent disbursement of TL (AMTZ4554) (including 2nd tranche)

- CA certified end use certificate of the previous tranche to be submitted.
- CA certified COP-MOF of the project to be submitted.
- DER to be in-line with the tranche wise disbursement.
- Update on the LOI/lease arrangement to be submitted. Execution of any new LOIs/ATLs/Lease deeds to be shared with ABFL.
- Updated valuation report on the progress of the project 4554 to be submitted.
- Direct vendor payments to be made for the project MEP requirements.
- Compliance of performance covenants.

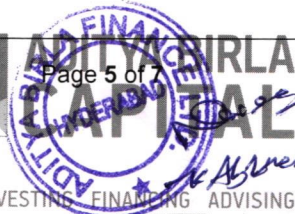
Performance covenants for TL (Project 4554)

Tranche	ABFL Disbursement	Equity/ deposits	Cumm Equity	Const. Cost	% of work completion	LOI details
1	7.00	3.44	3.44	1.35	3.30%	
2	7.00	1.00	4.44	8.00	22.88%	
3	6.00	1.00	5.44	8.00	42.46%	50% leasable area
4	6.00	2.00	7.44	8.00	62.04%	
5	3.00	1.00	8.44	7.00	79.17%	
6	2.00	2.00	10.44	5.00	91.41%	100% LOI
7	2.00	1.51	11.95	3.51	100.00%	
	33.00	11.95		40.86		

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		Post Disbursement Conditions a.) Submission of OC for the projects 801 and 4554 by March 2026. b.) CA certified end use certificate of the last tranche to be submitted. Monitoring Conditions: a.) Monthly escrow SOA to be submitted. b.) Audited and provisional BS of M/s. AMTZ Medpolis Square 801 Pvt. Ltd. and AMTZ Medpolis Square 4554 Pvt. Ltd. to be submitted annually during the tenor of ABFL loan. c.) Annual ITRs of the guarantors and mortgagors i.e. Mr. Rajesh J Kadakia and Mr. Sharad J Kadakia to be filed and shared with ABFL annually during the tenor of ABFL loan. d.) Minimum collateral cover of 1.5x to be ensured during the ABFL loan tenor e.) Project status to be tracked on a monthly basis and updated to RH on a quarterly basis.
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Your ABFL Relationship Manager Mr. Abdulkader Ghadiali will assist you with all your requirements pertaining to the above facility. You can reach him on +91 9029225593 and abdulkader.ghadiali@adityabirlacapital.com

Please sign and return this letter as a token of your acceptance of various charges, terms and conditions mentioned above and overleaf to him/ her at the address mentioned below.

We look forward to a long-lasting relationship with you.

Thanking you,
Yours sincerely,

For Aditya Birla Finance Limited

Name: Naveen Papani
Employee ID: BC271108



Name: V. Abhishek
Employee ID: BC444658

Borrower Acceptance: I/ We hereby accept all the terms and conditions mentioned above and overleaf.

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Annexure-1 Disbursement Mechanism

Tranche	ABFL Disbursement	Equity/ deposits	Cumm Equity	Const. Cost	% of work completion	LOI details
1	7.00	3.44	3.44	1.35	3.30%	
2	7.00	1.00	4.44	8.00	22.88%	
3	6.00	1.00	5.44	8.00	42.46%	50% leasable area
4	6.00	2.00	7.44	8.00	62.04%	
5	3.00	1.00	8.44	7.00	79.17%	
6	2.00	2.00	10.44	5.00	91.41%	100% LOI
7	2.00	1.51	11.95	3.51	100.00%	
	33.00	11.95		40.86		

Annexure-2: Cost and Means of Finance (Rs in Cr)

	Total Cost	% of Total Cost	Already Incurred	To be Incurred
Cost of Project				
Land Cost	2.09	4.26%	2.09	0.00
Permits	0.30	0.61%	0.30	0.00
Construction Cost	40.56	82.61%	1.05	39.51
Finance Cost	6.15	12.52%	0	6.15
Marketing Cost	0.00	0.00%	0	0.00
Total	49.10	100%	3.44	45.66
Means of Finance				
Promoter's Contribution	13.20	26.88%	3.44	9.76
Debt	33.00	67.21%	0	33.00
Deposits	2.90	5.91%	0	2.90
Total	49.10	100.0%	3.44	45.66

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Terms and Conditions attached to the Sanction Letter

- This Sanction Letter is subject to execution of transaction documents including but not limited to the Loan Agreement, as may be required by ABFL.
- The Loan Application Form/other login documents, Loan Agreement and any other documents related to disbursement may /will contain terms in addition to or in modification of those set out in this Sanction Letter.
- The Loan mentioned overleaf will be available at ABFL's discretion and subject to compliance of all formalities and documentation as may be specified / required by ABFL.
- "EI" or "Equated Instalments" or "Instalments" shall mean the amount payable by the Borrower(s) at such period of rests as provided for in the Sanction Letter, to ABFL comprising of Interest, or as the case may be, principal and Interest calculated on the basis of such period of rests at the Interest Rate applicable as stated in the Sanction Letter and is rounded off to the next rupee.
- ABFL shall be entitled to revoke the sanction of the facility/ies, inter alia, in any of the following circumstances:
 - Assessment / verification checks not satisfactory to ABFL
 - Legal verification/ technical valuation of the underlying asset is not satisfactory to ABFL
 - There is any material change in the purpose(s) for which the facility is being sanctioned
 - In the sole judgement of ABFL, any material fact has been concealed and/or ABFL becomes subsequently aware of during the tenor of the loan.
 - Accepted copy of this Sanction Letter not received within the specified period
 - Any statement/ information made by or on your behalf is misleading, unsatisfactory or is incorrect
 - There is a default or breach or violation of any condition of this or any other facility offered/availed by you from ABFL
 - Loan Agreement/ any other documents related to disbursement being incomplete, incorrect or unsatisfactory, in a form and manner as may be required by ABFL in connection with the Facility/ies.
- Provided further that notwithstanding anything to the contrary contained in this Sanction Letter, ABFL may at its sole and absolute discretion at any time, terminate, cancel or withdraw the Facility or any part thereof (even if no disbursement is made) without any liability and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon and all other costs, charges, expenses and other monies outstanding (if any) shall become due and payable to ABFL by the Borrower forthwith upon demand from ABFL.
- Facility which is being offered to you is based on the understanding, that the property is located in India and within ABFL's approved city limits. Even if the property is within the specified limits, ABFL may refuse to disburse the loan if the property does not meet ABFL's credit policies, guidelines and criteria as deemed fit by it in its sole discretion.
- For EI/Instalment Repayment through electronic clearing system (ECS), you are required to submit ECS mandate. On the instalment due date, ABFL will automatically debit your designated current/savings account for the instalment amount, or will present your PDCs.
- Any fees and charges mentioned in the Sanction Letter are the rates applicable on the date of issue of the Sanction Letter and are subject to change from time to time and ABFL will notify you of such changes.
- In the event of sale of security, Loan needs to be pre-closed with all dues and charges. Alternatively property can be swapped as acceptable to ABFL with applicable charges.
- In case of any change in the branch address mentioned in the Security section on Page 1 of this sanction letter, the customer can contact nearest ABFL's branch office.
- No Prepayment or Pre-closure allowed in first 24 months from the date of disbursement of loan. In case of closure during the period of lockin, subject to ABFL's sole discretion, borrowers will be required to pay balance period interest at prevailing ROI and applicable standard foreclosure charges
- If you do not pay or are late in paying any EI/Instalment, ABFL will report the non-payment to various credit bureaus. This may have an adverse effect on your credit rating and affect your ability to obtain credit from other Lenders.
- If an "Event of default" (as defined under the Loan Agreement) happens, you will be asked to pay penal interest or such other rate of interest as decided by ABFL.
- Floating Rate of Interest is applicable to your facility and will be reviewed from time to time.
 - Your floating rate of interest is linked to the ABFL Long Term Reference Rate (i.e. ABFL LTRR) which is the benchmark rate for floating rate lending products of the Lender. The LTRR may change from time to time and any revision in this rate will have an impact on your interest rate.
 - The interest rate applicable is determined with reference to the ABFL Long Term Reference Rate (i.e. ABFL LTRR) and other customer specific charges, referred to as 'Margin' in the sanction Letter at the time of origination and thereafter.
 - If the ABFL Long Term Reference Rate (i.e. ABFL LTRR mentioned in the sanction Letter) moves upwards/downwards within validity period of the applicable interest rate prior to first disbursement of the loan, the interest rate may get revised upwards/ downwards accordingly. For such loan, fresh sanction letter will not be issued for processing the loan within the validity period of the interest rate as mentioned in the Sanction Letter and the applicable interest rate applicable to your loan shall be the revised interest rates post such change in Long Term Reference Rate.
- In case of any unforeseen or extraordinary circumstances or sudden changes in market conditions, ABFL may at its sole discretion change the Rate of Interest.
- The rate of interest you need to pay shall be subject to the changes in guidelines on interest rates made by the Reserve Bank of India from time to time.
- Any re-pricing can have an impact on the approved tenor or EMI/Instalment or both or ABFL may call for part payment of the loan as per the ABFL internal rate changed guidelines.
- If you have not paid any charges, fees, premium which becomes due to ABFL or its alliances or ABFL has made payment of same to any third party on your behalf, ABFL shall deduct such fees from your loan being disbursed and you shall be liable for the entire amount including the said deduction

Borrower shall procure prior written consent of ABFL before renting out the mortgaged property/ies or any part thereof or before making any structural alterations in the mortgaged property/ies.



Standard schedule of Charges applicable on your loan is as follows. It is subject to change from time to time on discretion of ABFL and shall be updated on the website <http://adityabirlafinance.com>

Transaction	Charges
Fore-Closure Charges:	Standard: 4% of prevailing principal outstanding amount plus amount of principal part paid during preceding 12 months. Applicable GST/Govt. Taxes extra. For subject loan application: Please refer page no. 1 and/or 2 of this sanction letter. Any foreclosure charge offered less than standard charges will be applicable only in case of NIL bounce in applicants' any of the loans with ABFL during the currency of the loan granted vide this sanction letter; Standard charge mentioned here will be applicable otherwise.
Part Prepayment Charges	Standard: 25% of the principal outstanding as on 1st April of given financial year will be allowed to be part paid without any charges. 4% +GST/Govt. Taxes will be applicable on part payment in excess of 25% in given financial year. For given application: Please refer page no. 1 and/or 2 of this sanction letter. Any part prepayment charge offered less than standard charges will be applicable only in case of NIL bounce in applicants' any of the loans with ABFL during the currency of the loan granted vide this sanction letter; Standard charge mentioned here will be applicable otherwise.
All floating rate term loan sanctioned for purposes other than business, to Individuals (all applicants & co-applicants to be individuals & no entity to be part of loan structure)	No foreclosure charges applicable
Other Charges:	
Default Penal Interest Rate / Non Conformance with any covenants / stipulated conditions (at sole discretion of ABFL)	24% p.a. i.e. 2% per month
Cheque Return Charges/ECS/SI/NACH failure charges	Rs 1000/- per instance
Accrued Interest	As applicable based on actual delayed status or as communicated by the lender from time to time
Cancellation Charges if any	4.00% of loan amount sanctioned
Closure charges for OD/LOC (Standard charges)	4% of prevailing limit at the time of closure
Request for copies of documents of any collateral held with ABFL per instance	Rs 2500/- per instance
Duplicate Statement/ Repayment Schedule / FC statement / any other document held with ABFL request	FC Statement: Rs. 1500/- per instance RTR: Rs 1000/- per instance Other statements: Rs. 200/- per instance GST extra as applicable
Charge For Exchanging PDCs, Security Cheques (Per Set) / ECS	Rs 1000/- per instance
CIBIL/Credit report retrieval fee	Rs 50/- per instance for Consumer and Rs. 500/- for Commercial CIBIL/Credit report
Loan Re-schedulement (on request from applicants, approval to be at sole discretion of ABFL) charges per instance	2% of the prevailing loan outstanding
NOC issuance charges per instance	Rs 1000 + GST
Swap/Conversion Charges (Fixed rate to floating & vice-versa, at sole discretion of ABFL) (on request from applicants, approval to be at sole discretion of ABFL) per instance	3% of the prevailing loan outstanding
Property swap charges (on request from applicants, approval to be at sole discretion of ABFL)	3% of the prevailing loan outstanding
* Stamp Duty * Legal and other statutory charges * Insurance Premium * Creation charge with ROC	As per actual, where applicable
Broken Period Interest	ABFL shall charge and collect BPI (Broken Period Interest)

