

San let

Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

M/s AMTZ Medpolis Square 3663 Pvt Ltd
House No. 5-4-187/3&4, Soham Mansion,
Second Floor, MG Road,
Hyderabad, Telangana-5000003

Date : 25.06.2025

REG:M/s AMTZ MEDPOLIS SQUARE 3663 PVT LTD

Ref: Your proposal for Fresh Limits

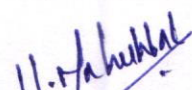
With reference to your application dated 21.05.2025 requesting for Fresh sanction of Term Loan and concession in ROI and Service charges . In this regard, we have pleased in advising sanction of the following credit facilities subject to the acceptance of the Terms & Conditions.

i. Sanction	Fresh Term Loan of Rs.29.50 Cr with a door-to-door tenor of 144 months and repayment period of 120 months for Construction of Stilt+Ground+Upper 3 Floors Building along with Purchase of Equipments to provide lease to the units dealing with manufacturing of medical equipment and related products under Commercial Real Estate segment.									
ii. Approval	1. For Concession of 0.50% on the applicable ROI <table><tr><th>Applicable ROI</th><th>Proposed ROI</th></tr><tr><td>8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e.10.45% p.a.</td><td>8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e. 10.45% - 0.50% = 9.95% p.a.</td></tr></table> 2. For 50% concession on TL upfront fee <table><tr><th>Applicable Rate</th><th>Proposed Rate</th></tr><tr><td>1.25% + GST</td><td>0.625% + GST</td></tr></table>		Applicable ROI	Proposed ROI	8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e.10.45% p.a.	8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e. 10.45% - 0.50% = 9.95% p.a.	Applicable Rate	Proposed Rate	1.25% + GST	0.625% + GST
Applicable ROI	Proposed ROI									
8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e.10.45% p.a.	8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e. 10.45% - 0.50% = 9.95% p.a.									
Applicable Rate	Proposed Rate									
1.25% + GST	0.625% + GST									
iii. Confirmation	Nil									
iv. Other issues	Nil									

*Subject to compliance of the terms and conditions as per Annexure mentioned below.

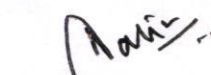
Assuring you of our best services always

Yours Sincerely,


Manager

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED


Director


Chief Manager

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED


Director



M/s AMTZ MEDPOLIS SQUARE 3663 PVT LTD



Mid Corporate Centre Visakhapatnam,
 8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
 Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

Detailed Terms and Conditions of Sanction
Name of the account: M/s AMTZ Medpolis Square 3663 Private Limited
BO: LIC Building Branch (046200)

Security:

1. Primary Security for Term Loan of Rs 29.50 Cr:

- a) Mortgage of Lease Hold Rights of property together with Proposed Commercial Building, all fixed assets of the company present and future created out of bank loan along with borrowers margin located at " Plot No.s.B1-54 Part, D1-55 part S.No.480/2 of Nadupuru Village, AMTZ Zone Area, Pedagantyada , Ward No.77, Zone - VI, Gajuwaka Zone, GVMC, Visakhapatnam., area of 5813 Sq.yards(4860 Sq.Mts)(Based on the NOC issued by M/s Andhra Pradesh Medtech Zone Limited in favor of M/s AMTZ Medpolis Square 3663 Pvt Ltd under Ref No.: AMTZ/ADMIN/2024/002 Dtd: 11.11.2024 for Mortgage of Lease Hold Rights and Sub-Leasing the property thereupon).
- b) Hypothecation of Equipment's and other assets proposed to be created out of Bank Finance.

2. Collateral:

Security Description	Area (SqM/ SFT)	Ownership	Whether existing/ fresh
Extension of Equitable Mortgage on Commercial Space in Tower B,with Built Up Area 13240 Sq.ft, UDS 479.00 Sq.yds in " Ramky Selenium", 4 th Floor , Plot No. 31 Part and Plot No.32, Survey No. 115/22, 115/24, 115/25 situated at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District	13240 Sq.ft built up area (UDS@479 Sq.yards)	M/s Haritah Global Pvt Ltd (and) M/s Verdant Corporation Pvt Ltd	Existing
Extension of Equitable Mortgage on Commercial Space in Tower B,with Built Up Area 12031 Sq.ft, UDS 435.50 Sq.yds in " Ramky Selenium", 5 th Floor , Plot No. 31 Part and Plot No.32, Survey No. 115/22, 115/24, 115/25 situated at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District	12031 Sq.ft built up area (UDS@435.50 Sq.yards)	M/s Haritah Global Pvt Ltd (and) M/s Verdant Corporation Pvt Ltd	Existing

3. Personal /Corporate Guarantee:

Sh. Soham Satish Modi (Director)/Personal Guarantee
Smt. Tejal Modi (Director)/Personal Guarantee
M/s Haritah Global Pvt Ltd (Corporate Guarantee)
M/s Verdant Corporation Pvt Ltd (Corporate Guarantee)
M/s Amtz Medpolis Square Private Limited (Corporate Guarantee)

Facility 1:

Nature	Term Loan – Fresh (For Construction of Commercial Building and purchase of other Equipment)
Scheme	Real Estate Sector

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

M/s AMTZ MEDPOLIS SQUARE 3663 PVT LTD

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

Director



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

Amount	Rs 29.50 Crores (RupeesTwenty-Nine Crore and Fifty Lakh Only)										
Purpose	Construction of Commercial building for dedicated Facilitation of Manufacturing and R&D for Medical Devices.										
Interest	8.35% [Repo Rate (5.50%) + Mark-up (2.65%) + Business Strategic Premium (BSP) (0.20%)] + Spread (2.10%) i.e 10.45% - 0.50% = 9.95% p.a Mark-up + BSP shall be reset after a period of three years from the date of sanction. Reset of spread based on the change of the risk profile of the borrower on the basis of CRR (upward or downward revision in risk rating) should be done as and when there is revision in risk rating of the borrower. Interest rate and service charges is subject to change in terms of bank/RBI guidelines.										
Margin	25.17%										
Primary Security	As mentioned above under security										
Insurance	All assets charged to the Bank shall be comprehensively insured with agreed Bank Clause against fire, theft, burglary & /or any other special risk to safeguard the interest of Bank as per extant Bank's guidelines. The borrower shall get the all assets insured against all risks at their own cost with usual bank clause. A copy of the insurance policy will be kept on bank's records also										
Disbursement	Disbursement to be made directly to suppliers as per quotation submitted / Bills by the borrower. If any reduction in price is observed, loan component shall be restricted to that extent without change in margin contribution by the borrower. If there is any inflation in price, the same is to be met by the borrower from his own sources. The payments should preferably be made directly to machinery suppliers, contractors, etc. Original bills for all the fixed assets / equipment financed by bank shall be submitted by the borrower and to be placed on bank's record. TL will be released in stages as per physical progress of the project. Due diligence of suppliers to be carried out as per extant guidelines The progress in implementation of the project will be monitored/ reviewed closely. Party has to bring 40% of promoter's contribution up-front i.e. minimum Rs. 6.68 Cr. should be infused by the promoter before disbursement of loan and balance to be brought pro-rata with the disbursement of the loan.										
Draw Down Schedule	Disbursement or Drawdown schedule: <table><tr><th>Period of Draw Down</th><th>Amount (Rs in Crores)</th></tr><tr><td>July 2025 to December 2026</td><td>29.50</td></tr><tr><td>Total</td><td>29.50</td></tr></table> Loan to be disbursed in phase wise on the basis of physical progress of the project. Part disbursement of term loan may be allowed through current/cash credit account subject to maximum of 25% i.e. maximum upto Rs.6.48 Cr only as per extant guidelines. Any change in construction cost, cash component to be restricted accordingly.					Period of Draw Down	Amount (Rs in Crores)	July 2025 to December 2026	29.50	Total	29.50
Period of Draw Down	Amount (Rs in Crores)										
July 2025 to December 2026	29.50										
Total	29.50										
Components eligible for disbursement	Project Cost	Cost	Margin (%)	Margin Amount – Borrower contribution	Required Bank Finance						

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

Director



For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

Director



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

	Land Lease cost	2.09	100.00%	2.09	0.00
	Preliminary & Preoperative Expenses	0.60	100.00%	0.60	0.00
	Building Construction	34.67	25.18%	8.73	25.94
	Other Equipment	4.75	25.00%	1.19	3.56
	IDC	2.92	100.00%	4.00	0.00
	Contingencies	1.18	100.00%	1.18	0.00
	Total project Cost	46.21		16.71	29.50
Door to Door tenor	144 Months starting from July 2025 to June 2037				
Gestation / Holiday period / Implementation period & Moratorium Period	Implementation period: July 2025 to December 2026 (18 Months). Moratorium: January 2027 to June 2027 (06Months)				
Name Plate	Bank's name plate, evidencing hypothecation of security / asset to be prominently, displayed where the securities charged to the bank are kept.				
Escalations	The borrower shall meet such costs, if any, from its own sources and shall not ask for any additional term loan from the bank.				
Other Terms & Conditions	✓ The Borrower shall undertake to utilize the fund for the purpose it is sought for and the same shall not be utilized for speculative purpose or any business activity prohibited by law. ✓ Parties to undertake that they do not owe any overdue statutory liabilities like GST, Income Tax, Corporation Tax, Professional Tax, etc. and have obtained/renewed licenses from statutory authorities required for carrying out their business activity. The Borrower shall provide requisite photocopy of the above said payments/receipt/documentation support in confirming the compliance of this clause. ✓ Borrower shall display Bank's name as financier at the place of the business. ✓ All other guidelines as per MSME policy and Lending Policy of the Bank shall be complied with. ✓ In case of Takeover, Existing & New Accounts, an undertaking to be obtained from borrower/ firm stating that the Unit will not avail credit facilities further from any Bank/ FI in future years, unless NOC is obtained from sanctioning authority. ✓ Compliance of RBI direction vide master circular no. DBR.No.Dir.BC.10/13.03.00/2015-16 dated 01.07.2015 on Loans and Advances – Statutory and Other Restrictions and all such circulars issued from time to time.				

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

Director

M/s AMTZ-MEDPOLIS SQUARE 3663 PVT LTD

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

Director



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

Repayment
(proposed
ballooning
method) under

Repayment of proposed term loan will be in 96 Monthly installments, starting from July 2027 onwards is as below:

(Rs in Cr.)				
S.No	Financial Year	Number of Installments	Installment per Month	Total Amount to be paid in the Year
1.	2027-28	09	0.13	1.17
2.	2028-29	12	0.16	1.86
3.	2029-30	12	0.16	1.92
4.	2030-31	12	0.19	2.28
5.	2031-32	12	0.24	2.85
6.	2032-33	12	0.27	3.27
7.	2033-34	12	0.31	3.72
8.	2034-35	12	0.32	3.82
9.	2035-36	12	0.32	3.82
10.	2036-37	12	0.32	3.82
11.	2037-38	03	April – 0.32 May – 0.32 June- 0.33	0.97
		120		29.50

Interest is to be serviced as and when due.

Note:

Any appreciation in project cost shall be borne by the company and in case of decrease in cost of project/machinery/equipment; the loan amount shall be restricted to that extent without change in borrower's margin.

c. Takeover by other Bank's/FI:

In case of account is being taken over by the other Bank/FI, in addition to levying prepayment charges as per extant Bank's guidelines, all the concession/relaxation/waiver in the service charge, ROI etc. granted since **last sanction/ renewal** of the facility or sanction accepted by the borrower with such clause, whichever is earlier, shall be withdrawn and such amount shall be recovered from the borrower. A clause to this effect shall invariably be incorporated in the sanction letter & acceptance of borrower in this regard be obtained & kept on record.

It shall be incorporated in PNB LenS as well after approval of the scheme

d. Pre-Payment:

Pre-payment charges shall be applicable @2% of the pre-paid outstanding amount in case of Term Loans only & not to other facilities such as Non-Fund based, Working Capital Limits, Overdrafts etc.

However, no prepayment charges are to be levied in the following cases:

- ✓ MSE Borrower
- ✓ Floating rate term loan (Non-Business) sanctioned to Individual Borrower.
- ✓ Microfinance Loans (Except Loans to NBFC-MFIs)
- ✓ Loans sanctioned at fixed rate with reset clause, if the borrower exercises his option for floating rate interest at the time of reset.
- ✓ Where the loans are prepaid by the borrowers from their own sources.
- ✓ Where the borrower shifts to other bank within 30 days from the date of issuance of circular for upward revision in the spread to be charged in his account



Mid Corporate Centre Visakhapatnam,
 8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
 Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

	or change in other terms of sanction. ✓ In case of upward revision in the interest rate due to reset of benchmark rates and the borrower informs the Bank within 30 days from the date of reset & shifts its account to other Bank within 90 days from the date of reset. ✓ Where the closure of loan is on the instance of the Bank on account of size of irregularity, possibility of default in future or any other technical or other specific reasons. In cases where prepayment penalty is to be charged in account, authority to permit waiver of such prepayment penalty shall be as prescribed in the extant Loaning Power guidelines, which is presently vested at the level of HOCAC-I and above Before disbursement of Term Loan, it should be ensured that all necessary statutory and other approvals/permissions including from Pollution Control Board, have been obtained by the company.			
Repayment default	Penal interest @ 2% over and above the normal rate to be recovered for the amount/ period of default.			
Penal Interest	Broadly, Penal interest to be charged as under: Default in repayment of loans and / or servicing of monthly interest Overdrawing/excess drawings in OD account beyond the available drawing power Non-submission of financial papers/information as prescribed/called for by the bank Non-compliance of terms and conditions of sanction. Non-submission of Audited Balance Sheet within 8 months of closure of financial year. Any other eventuality/situation to be decided by the bank. Rate of Penal Interest: 2% above the normal rate of interest applicable to the respective borrower. Maximum Penal rate of Interest (In case where penal interest applicable for more than one type of default, the aggregate of such penal shall be): 3% above the normal rate of interest applicable to the respective borrower.			
Charges Recoverable	Type of charges	Applicable charges	Concession granted	Net applicable charges
	Upfront Fees	1.25%plus GST& Minimum of ₹13.00 lakh	50%	0.625% + GST
	Annual Review Charges	@0.10%+ GST &Max: Rs 15.00 lakhs		
	Documentation Charges	Rs 30,000/- plus GST	Nil	Rs 30,000/- plus GST
	Inspection Charges	Rs 30,000/- plus GST	Nil	Rs 30,000/- plus GST
	Mortgage Creation Charges	Rs. 25000/- + GST	Nil	Rs. 25000/- + GST
Other Charges Recoverable	CIC Charges	Segment	Charges	
		Consumer	100/-	



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !

punjab national bank
...the name you can BANK upon !

Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

	Commercial	1000/-	
CERSAI Charges	Segment	Charges	
	Creation or Modification	Rs.100/- per creation or Modification	
	CERSAI search	Rs.10/- per search	
	Satisfaction or correction of any security Interest ID	NIL	
Commitment Charges	For Fund Based limit including Term loans:		
	Utilization level	Charges	
	Utilization level less than 50%	1% p.a.	
	Utilization level 50% to <60%	0.50% p.a.	
	Utilization level 60% to <80%	0.25% p.a.	
	Utilization level > 80%	Nil	
	Commitment charges shall not be levied in cases where existing/ prospective borrowers have executed documents containing the required clause for unconditional cancellation (UCC) of limits. Operative limit if fixed on the basis of QIS-I form, shall be reckoned for calculating the commitment charges.		
Other Charges	NEC, Valuation, Vetting, Insurance, Short Review, Term Loan Review, Renewal & other Charges as applicable. NeSL Charges as per NeSL guidelines.		
NOTE: CERSAI Charges / Inspection charges/Commitment Charges and out of pocket expenses etc. to be recovered as per IRMD L&A Cir. No. 23/2025 dated 26.02.2025 and changes made therein from time to time.			

Pre- disbursement Stipulations:

1. Disbursement of the credit facilities shall be made only on compliance of pre-disbursement conditions and after clearance of PDC by the competent authority.
2. The facilities shall be released only after all the securities are duly charged, necessary loan documents/undertakings executed by authorized persons and appropriate stamp duty in force is paid and certificate to this effect shall be held on record. Borrower shall give unconditional acceptance of terms & conditions as per letter of sanction, which will form part of documentation and be placed on bank records.
3. **Vetting** of Documents to be done by Bank's empanelled advocate in terms of extant guidelines.
4. **2nd Legal opinion/ NEC** to be obtained for fresh IP to be mortgaged before disbursement.
5. **Board Resolution** to be obtained from M/s Haritah Global private Limited & M/s Verdant Corporation Pvt Ltd for extension of IPs offered as Collateral Securities for the proposed loan.
6. **Mortgage of Lease Hold Rights** of property together with Proposed Commercial Building, all fixed assets of the company present and future created out of bank loan along with borrowers margin located at " Plot No.s.B1-54 Part, D1-55 part S.No.480/2 of Nadupuru Village, AMTZ Zone Area, Pedagantyada , Ward No.77, Zone - VI, Gajuwaka Zone, GVMC, Visakhapatnam., area of 5813 Sq.yards(4860 Sq.Mts) (Based on the NOC issued by M/s Andhra Pradesh Medtech Zone Limited in favor of M/s AMTZ Medpolis Square 3663 Pvt Ltd under Ref No.: AMTZ/ADMIN/2024/002 Dtd: 11.11.2024 for Mortgage of Lease Hold Rights and Sub-Leasing the property thereupon) and the same to be registered with

Page 7 of 15

M/s AMTZ MEDPOLIS SQUARE 3663 PVT LTD

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED
Director



For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED
Director



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

concerned SRO's by way of registering **Memorandum of Deposit of Title Deeds** of property and same to be updated in CERSAI /Mortgage register.

7. **Extension on EM** for existing IPs proposed for collateral to be done and the same to be updated in CERSAI /Mortgage register.
8. Copy of **Board Resolution** to be obtained and held on record.
9. **Upfront Fee/Processing Fee** and other Bank charges shall be recovered from the borrower as per terms of sanction.
10. Charge to be registered with **ROC** as per extant guidelines.
11. **Approved Building Plan & proceedings** to be obtained from competent Authority without any further remarks. Further Online verification of the plan proceedings to be carried out and copy to be held on record.
12. The borrower should contribute **upfront margin** as per the terms of sanction i.e. 40% (i.e., Rs.6.68Cr) and at each stage of disbursement. CA certificate with UDIN contribution to be obtained and held on record.
13. The borrower shall submit quotations for the proposed purchase of machinery/equipment before the purchase and the quotations duly verifying from the seller and margin to be ensured as per extant guidelines before disbursement of above said term loans.
14. **An undertaking** to be obtained from the Company/Directors:
 - i. that to utilize the fund for the purpose it is sought for and the same shall not be utilized for speculative purpose or any business activity prohibited by law.
 - ii. stating that no litigation is pending.
 - iii. that they do not owe any overdue statutory liabilities like GST, Income Tax, Corporation Tax, Professional Tax, etc. and have obtained/renewed licenses from statutory authorities required for carrying out their business activity.
 - iv. That the Company, promoters, directors, group concerns, guarantors are not related to Directors/Senior Officers of PNB.
 - vi. that "if at all there is any cost overrun in the project, the company to fund through its own sources /promoters capital.
15. Company to submit **Affidavit-cum-undertaking** that:
 - i. Company will infuse Fresh capital of Rs 6.68 Cr in FY2025-26 & remaining Capital of Rs 1.68 Cr in FY2026-27 & USL of Rs 8.35 Cr in FY2025-26 shall be brought in by the promoters.
 - ii. that unsecured loans shall not be withdrawn from the company till the currency of the loan & shall be subordinate to bank borrowings
 - iii. Proposed construction shall be done as per the sanctioned plan only
16. **Passport undertaking** for Smt. Tejal Soham Modi to be obtained and held on record.
17. Borrower to obtain **CAR policy** for insurable value of the project.
18. With reference to the legal opinion Dtd: 18.02.2025 by Mr KVSG Sharma, before EM creation the following have to be ensure:
 - a. Registered Mortgage & Execution of loan documents created by the Authorized Person, whose names has been resolved by Board Resolution by the company according the company's MOA & AOA.
 - b. Before creation of EM of property it is advised to take confirmation in writing/email from AMTZ: Issuing of NOC Dtd: 11.11.2024.
 - c. Advocate has to compare the documents with Originals and obtain a certificate in this regard before creating EM. (Refer Legal Opinion – Annexure 4 Search Report Page No. 5 under Note)

Post Disbursement Stipulations:-

1. **Margin** is to be ensured at each time of disbursement and CA certificate regarding infusion of margin is to be obtained. Further **CA certificate** should be obtained on Quarterly basis to ensure the utilization of the funds and stage wise certificate from valuer to be obtained ensure the construction.
2. Increase in Authorized capital/PUC to be verified from MCA site at the time of disbursement.
3. Borrower to submit all applicable approvals upon completion of construction.
4. **Mutation** of the property to be done for IP-1 & IP-2 offered as collateral securities and proof of the same to be obtained.

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED



For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED
Director



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

5. Company to submit completion certificate from bank approved architect/valuer to us on completion of the project i.e. complete Construction of building & Purchase of Equipment's and CA certificate to this effect to be obtained and held on record.
6. **LIE (lender's independent Engineer)** to be appointed and to ensure to obtain report **quarterly** and ensure that there is no adverse remarks.
7. **Escrow** account has to be opened and all the rent/security deposits to be routed through the escrow account.
8. An undertaking have to be obtained from the borrower that the borrower is not eligible for availing Input Tax Credit (ITC) or if eligible, shall not avail ITC of the GST component included in cost of asset being financed.. Further, a certificate (with UDIN) from practicing CA (Chartered Accountant) stating that borrower has not availed ITC of the GST component paid and such GST component is capitalized along with the cost of asset shall be submitted by the borrower. The said certificate to be submitted by the borrower within one month of due date to avail ITC.
9. **Insurance** of proposed building to be obtained upon completion of construction.
10. **End use of funds** to be strictly ensured as per bank guidelines.
11. The matter have to taken up with the **CIC** to ensure our exposure of M/s AMTZ Medpolis Square 702 Private Limited reflects in the reports.
12. To ensure to inform AMTZ (Parent Company) of the finances/loans released on the said property to borrowing company – M/s AMTZ Medpolis Square 3663 Private Limited as per NOC Dtd: 11.11.2024.
13. An fresh **FLR Proposal** regarding the proposed loan have to place before the competent authority immediately after finalization of lessee.
14. The charge in ROC regarding the Loan facilities have to be create within 30 days from the date of sanction.
15. The CERSAI charge have to be create regarding the Land & Proposed construction and Machinery.
16. The borrower have to close the Current with other banks within 2 Months from the date of sanction. The borrower have to inform the bank prior before opening any new current account and availing any new credit facility.
17. The possibility of opening salary accounts of employees of Group Concerns of AMTZ and also cross sell our other products to them.

COMMON MODEL TERM & CONDITIONS:

PART A. OVERALL TERMS AND CONDITIONS - APPLICABLE FOR ALL FACILITIES

To be complied with by the Borrower:

1. The validity of the sanction for Working Capital Limits shall be 12 months and the borrower shall arrange submission of complete papers for renewal of limits at least two months before the expiry of due date of renewal.
2. The Borrower shall execute all necessary legally enforceable loan documents as per bank's guidelines. Documents will be drafted / vetted by Banks' counsels **in respect of sanctioned limits of ₹2 crore & above (both FB and NFB)**, at Borrower's cost.
3. The Company shall under its common seal, if any, authorize any person as its attorney to execute documents on its behalf. In case, the company does not have Common Seal, then the authorization shall be made by either 2 (two) directors, or a director and the Company Secretary.
4. In case of Corporate Borrower, necessary resolution is required to be passed by the Board / Shareholders, as per Company's Act and as per Memorandum & Article of Association of the company.
5. All fund based and non-fund based working capital facilities to be secured by way of 1st charge on all current assets, present & future, (and in case of consortium or multiple banking, charge to be created on paripassu basis with other financing banks).
6. Search report shall be obtained every year and /or on each registration/modification of charge and cost in this respect to be borne by the company.
7. Search Report / NEC
 - a. **In case of renewal/review of existing limits where time period of 3 years has not lapsed, mortgagor(s) shall indispensably provide an affidavit cum undertaking to the effect that the mortgaged IP is still under their ownership and they have not created any subsequent charge on the mortgaged IP and neither given on rent/lease.**


Director


Director

Mid Corporate Centre Visakhapatnam,
 8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
 Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

b. Search Report/NEC shall be obtained if time period of 3 years has lapsed since the last search report/NEC at borrower's cost.

c. In case of enhancement / extension of existing charge on IP, Fresh Search Report / NEC shall be obtained / updated since creation of last mortgage with Bank at borrower's cost.

8. Borrower shall pay processing fee, upfront fee, Lead Bank Charges (if applicable) documentation charges, inspection charges, NeSL charges. CERSAI charges, commitment charges and other charges as per Bank's Scheduled Charges.

9. Borrower shall pay Pre-Payment Charges @2% of the pre-paid outstanding amount in Case of Take Over i.e. Loan is prepaid by the Non-Individual Borrower for Shifting to Other Bank / FI.

However, the above condition shall not be applicable in following cases:

a. MSE Borrower

b. Microfinance Loans

c. Floating rate term loan (Non-Business) sanctioned to Individual Borrower.

d. Loans sanctioned at fixed rate with reset clause, if the borrower exercises his option for floating rate interest at the time of reset.

e. Where the loans are prepaid by the borrowers from their own sources.

f. Where the borrower shift to other bank within 30 days from the date of issuance of circular for upward revision in the **spread** to be charged in his account or change in other terms of sanction.

g. In case of upward revision in the interest rate due to reset of benchmark rates and the borrower informs the Bank within 30 days from the date of reset & shifts its account to other Bank within 90 days from the date of reset.

h. Where the closure of loan is on the instance of the Bank on account of size of irregularity, possibility of default in future or any other technical or other specific reasons.

10. Borrower shall provide "No Lien Letter" from the fabricators in respect of goods sent to them for fabrication/processing.

11. Friends / relatives from whom the unsecured long-term loans have been raised shall provide an undertaking that they shall not withdraw these loans during the currency of the bank loan and the borrower shall undertake not to allow their withdrawal without prior permission of the bank.

12. The Bank shall have the right to withdraw or modify all / any of the sanctioned conditions or stipulate fresh conditions, under intimation to the borrower. Borrower shall undertake to give their acceptance to these stipulations.

13. Bank's charge over primary / collateral securities wherever applicable to be got registered / modified with ROC within the stipulated period of 30 days, as per requirements of Companies Act, and certificate of registration of charge to be obtained and kept on record.

14. During the currency of Bank's credit facilities, the Borrower shall not, without the prior approval of the Bank in writing:

a. Divert / utilize Bank's funds to other sister / associate / group concerns or for purposes other than those for which the credit facilities have been sanctioned.

b. Issue Bonus shares and dispose of shareholding of promoters wherever specifically stipulated.

15. Margins / Rates of Interest/Charges are subject to revision from time to time at the sole discretion of the Bank. **The bank shall inform any change in Service Charges/Interest rates through the official website (www.pnbindia.in), display in its offices and general announcements from time to time and shall not communicate separately to the borrower.**

16. i. **Reset of Interest Rate under External Benchmarks**

The rate of interest under external benchmark (RBI Repo Rate/Gol 91 days or 182 days T-Bill rate published by FBIL/any other market interest rate published by FBIL) shall be reviewed at least once in three months.

ii. **Reset of Interest Rate in loans Linked to RLLR**

a. For all loans linked with Repo Linked Lending Rate in case of change in Repo Rate by RBI, the RLLR will be changed from the next working day unless otherwise specified.

b. The Mark-up component of all RLLR linked floating rate loans shall be reset in every 3 years from the date of opening of the account.

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

M/s AMTZ MEDPOLIS SQUARE 3663 PVT LTD

Director

For AMTZ MEDPOLIS SQUARE 3663 PRIVATE LIMITED

Director



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

c. Switchover from RLLR to MCLR will not be permitted in schemes/category which have been linked with RLLR mandatorily by RBI.

iii. Reset of Interest Rate in loans Linked to MCLR

a. The MCLR rates will be reviewed on monthly basis which will be applicable to all new loans and credit facilities sanctioned/renewed from the 1st of the following month.

b. MCLR prevailing on the date of first disbursement, whether partial or full, shall be applicable till the next reset date irrespective of the changes in the benchmark during the interim on the floating rate loan and future reset dates shall be determined accordingly.

c. All MCLR based floating rate loans shall be linked with maximum 1 year MCLR and the reset period shall also correspond to the tenor/maturity of the MCLR to which the loan is linked.

d. Reset of spread based on the change of the risk profile of the borrower (upward or downward revision in risk rating) shall be done as and when there is revision in risk rating of the borrower, unless specifically mentioned in the sanction for continuation of concessional spread by competent authority.

e. The bank may review the reset clause as and when required.

17. The disbursement of credit facility is solely at the discretion of the Bank.

18. The bank may:

a. disallow facility, keeping in view bank's exigencies **including any adverse information about the borrower that might have a direct bearing on the advances lent by Bank.**

b. disallow drawing beyond the sanctioned limits.

c. dishonour/ return cheques issued for the purpose other than specifically stated in the credit sanction or in this agreement.

d. disallow drawing in the account on its classification as a non-performing asset or on account of non-compliance with the terms of sanction or this agreement

19. The bank does not have an obligation to meet further requirements of the borrowers on account of growth in business, etc. without proper review of credit limits.

20. Bank will have an unqualified right to pass on to the Credit Reference Agencies the details of his loan account in such manner and through such medium as the bank in their absolute discretion may think fit.

21. The borrower/guarantor shall inform the bank about any change in their office/residential address to bank at the earliest possible. This information of changed office/residential address with telephone no. (landline/mobile) be provided to the bank within 30 days along with residential proof as required under KYC norms.

22. Sanctions in respect of Working Capital and Term Loan facilities shall be valid for 6 months from the date of sanction. Facilities not availed within the above period shall be treated as lapsed. Where documents have been executed within a period of 6 months from the date of sanction, the sanctions shall be valid for next 6 months from the date of documentation.

23. Borrower eligible for ERR shall invariably give consent to External Credit Assessment Institutions (ECAIs) for disclosing the lenders' details i.e. name of the banks and the corresponding credit facilities rated by the ECAIs in the Press Releases.

24. Borrower shall collect the original movable / immovable property documents within 15 days of full repayment / settlement of the loan account from the branch where the loan account was serviced or branch/office of the bank where the documents are available.

To be ensured by the Branches:

1. It shall be ensured before release of limits that the Borrower executes documents and charge creation on primary and collateral security which is valid and legally enforceable. In case of Company it is necessary that the company has necessary borrowing powers and Board / Shareholders have passed necessary resolutions required as per the provisions of Company Act and Memorandum & Article of Association of the company

2. In case the Company commits default in the repayment of loan /advance or in the payment of interest thereon or any of the agreed instalments of the loan on due date, the bank, CICs and / or Reserve Bank of India will have an unqualified right to disclose or publish the names of the company and its directors as defaulters in such manner and through such medium as the bank/RBI in their absolute discretion may



Mid Corporate Centre Visakhapatnam,
 8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
 Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

think fit. Documents to be obtained from the company / directors to this effect and kept on record in terms of guidelines issued by SASTRA Division on wilful defaulters.

3. Branch to ensure compliance of Pre-Disbursement Terms & Conditions of Sanction and to timely point out deficiencies (if any) in compliance of Pre-Disbursement Terms & Conditions of Sanction for taking corrective actions before disbursement.

COVENANTS (15)

C1. The borrower shall maintain adequate books of accounts as per applicable accounting practices and standards, which should correctly, reflects its financial position and scale of operations and should not radically change its accounting system without notice to the Bank.

C2. The borrower shall submit to the bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the bank as on the date of publication of the borrower accounts.

C3. In case of default in repayment of the loan/advances or in the payment of the interest thereon or any agreed instalments of the loan on the due date(s) by the borrower, the Bank and / or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower/unit and its directors / Proprietor / proprietors as defaulters / wilful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit. (Regulatory)

Exemption: Name of directors of *Government Undertakings* are exempted from being reported as wilful Defaulters. Instead a legend 'Government of-----undertaking' shall be added.

C4. The bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time. (Regulatory)

C5. The borrower shall not induct a person whose name appears in the LWD (List of Wilful Defaulters) on its board or as a person in charge and responsible for the management of the affairs of the entity.

In case such a person is found to be on its Board or as a person in charge and responsible for the management of the affairs of the entity, the borrower would take expeditious and effective steps for removal of such a person from the board or from being in charge of its management.

Under no circumstances the bank will renew/ enhance/ provide fresh credit facilities or restructure existing facilities provided to such a borrower so long as the name of its promoter and/or the director (s) and/or the person in charge and responsible for the management of the affairs of the entity remains in the LWD.

Exemption:

A director other than whole-time director, including an independent director/ nominee director, shall not be considered as wilful defaulter unless it is conclusively established that:

- (i) the wilful default by the borrower or the guarantor has taken place with their consent or connivance or
- (ii) he/ she was aware of the fact of wilful default by the borrower or the guarantor, as revealed from the proceedings recorded in the minutes of the meeting of the Board or a Committee of the Board, but has not recorded his/ her objections to the same. (Regulatory)

C6. In the event of default in repayment to our Bank or if cross default has occurred, the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests.

Cross default will be defined as:

a. Default by the borrower to any other bank under Consortium / MBA
OR

b. Default by the borrower's associate / sister concern / subsidiary to our Bank

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

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

C7. In case of default not corrected within 60 days or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The bank shall have the right to convert loan to equity or other capital in accordance the regulatory guidelines.



Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

Exemption: The above covenant shall not be applicable in either of the following cases:

(i) Borrowal accounts of PSUs/Government entities created under specific Central/State Government Statute/legislation.

(ii) Borrowal accounts Guaranteed by Central /State Government.

C8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and/or management consultants / appoint ASM of the Bank's choice and conduct Stock and Receivable Audits at the prescribed periodicity as per Banks laid down guidelines. Cost of such inspections / Audits shall be borne by the borrower.

C9. After provision of tax and other statutory liabilities, unless expressly permitted otherwise, the bank will have a first right on the profits of the borrower for repayment of amounts due to the bank.

In case of Multiple Banking Arrangement/ Consortium, right on the profits of the borrower for repayment shall be on **priority** of charge/proportionate basis, as the case may be.

C10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if the monthly production of sales are substantially less than what had been indicated, the borrower shall immediately inform the bank with explanations and the remedial steps taken and / or proposed to be taken.

C11. Effect any change in the borrower's capital structure where the shareholding of the existing promoter(s) gets diluted below current level or 51% of the controlling stake (whichever is lower), without prior permission of the Bank – for which 60 days' prior notice shall be required. In case of limited liability Proprietorships and Proprietorship firm promoters would mean managing partner for the purpose of this covenant.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

C12. The borrower will utilise the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines.

C13. Promoter's shares in the borrowing entity should not be pledged to any Bank / NBFC / Institution without our prior consent.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

C14. Only for Term Loans (>Rs 50 crores) – Covenants (in relation to the undernoted parameters) (i.e. DSCR, Int. Coverage, ACR, Debt Equity ratio) are to be stipulated for all term loans and these are required to be tested annually on the basis of Audited Balance Sheet (ABS). Penal interest will be charged in case of breach of any two of the four parameters vis-à-vis values as approved by the sanctioning authority in the sanction note. The penal interest will apply from the day after the date of ABS, and shall continue till the breach is cured. The details are as under:

Parameter	Benchmark for annual testing	Penalty for adverse deviation
DSCR	As per Bank's extant guidelines on benchmark ratios or as decided by sanctioning authority	Upto 10 % - NIL More than 10 % - 0.50 % p.a.
Interest Coverage		
Asset Coverage ratio		
Debt Equity ratio		

Further, it may be specifically indicated that the breach of financial covenant may be considered by lenders as an Event of Default.

C15. Each of the following events will attract penal interest/charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account except specifically permitted by the competent authority:

a. For the period of overdue interest/instalment in respect of Term Loans and over-drawings above the drawing power/limit in Fund Based Working Capital Accounts on account of interest/devolvement of letters of credit/bank guarantee, insufficient stocks and receivables etc.

b. Delay in submission of stock statements after 10th of the following month.



Mid Corporate Centre Visakhapatnam,
 8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
 Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

- c. Non-submission of Audited Balance Sheet within 8 months of closure of financial year.
- d. Non-submission/ delayed submission of Follow-up/ Review Data such as QRS/ QMS information, Project Progress Report etc. wherever stipulated, within due date.
- e. Non-submission of review/renewal data **within the due date. Penal Interest shall be charged from the next day of the expiry of limit till the date of submission of complete papers.**
- f. Non-obtention of External credit risk rating from agency approved by RBI.
- g. **Non-Compliance of Terms & Conditions;**
- h. **Non-payment of demand bills on presentation and non- acceptance/non-payment of usance bills on due dates;**
- i. Excess borrowings arising out of excess current assets and
- j. Extension in validity of sanction

LIST OF NEGATIVE COVENANTS (19)

NC1. In the event of default, or where signs of inherent weakness are apparent. The Bank shall have the right to securitise the assets charged and in the event of such securitization, the Bank will suitably inform the borrower(s) and guarantor(s)

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC2. Formulate any scheme of amalgamation or reconstruction.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC3. Undertake any new project, implement any scheme of expansion/ diversification or capital expenditure or acquire fixed assets (except normal replacements indicated in funds flow statement submitted to and approved by the bank) if such investment results into breach of financial covenants or diversion of working capital funds to financing of long-term assets.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC4. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group companies) / normal trade credit or security deposits in the ordinary course of business or advances to employee can, however, be extended. Such investment should not result in breach of financial covenants relating to TOL/ Adj. TNW and current ratio agreed upon at the time of sanction.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC5. Enter into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction.

NC6. Undertake any guarantee or letter of comfort in the nature of guarantee on behalf of any other company (including group companies).

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC7. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that such distribution may be permitted only if no event of default/breach in financial covenant is subsisting in any repayment obligations to the Bank.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC8. Create any charge, lien or encumbrance over the assets charged to the bank in favour of any financial institution, bank, company, firm or persons.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC9. Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5% Gross Block may be sold in any financial year provided such sale does not dilute HACR below minimum stipulated level. (Not applicable for unsecured loans.)





Mid Corporate Centre Visakhapatnam,
8th Floor, 9-13-45/2/9/1, MVRs Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam,
Andhra Pradesh- 530 003; E-mail: mcc8116@pnb.co.in

NC10. Enter into any contractual obligation of a long-term nature or which, in the reasonable assessment of the Bank, is detrimental to lender's interest, viz. acquisitions beyond the capability of borrower as determined by the present scale of operations or tangible net worth of the borrower/ net means of promoters etc., leveraged buyout etc.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC11. Change the practice with regard to remuneration of Directors by means of ordinary, remuneration or commission, scale of sitting fees etc, expect where mandated by any legal or regulatory provisions.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC12. Undertake any trading activity other than sale of products arising out of its own manufacturing operations.

Exemption: The above covenant is not applicable in case finance is for trading activity only or where Credit facility has been provided to NBFC.

NC13. Permit any transfer of the controlling interest or make any drastic change in the management set-up including resignation of promoter directors.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC14. Repay monies brought in by the Promoters / Directors / Principal Shareholder and their friends and relatives by way of deposits / loans / advances. Further, the rate of interest, if any, payable on such deposits / loans / advance should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of instalments to term loans granted / deferred payment guarantees executed by the bank or other repayment obligations, if any, due from the borrower to the Bank.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC15. The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries / group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise.

NC 16(a) - The borrower shall open/ maintain current account/s in accordance with the RBI guidelines issued from time to time. (Regulatory)

NC 16(b) - The Borrower shall deal with us exclusively under sole banking arrangement. In case of facilities under Consortium/ multiple banking arrangement, the borrower shall offer the bank (on a right of first refusal basis) at least pro-rata business relating to their activities including deposits, remittances, non-fund based transactions including LC's/ BG's, bills/ cheque purchase, Forex transactions and any interest rate or currency hedging business, Merchant Banking, IPO/ FPO, Capital market transactions, Cash Management Product, Vehicle Loan etc.

NC17. No commission to be paid by the borrowers to the guarantors for guaranteeing the credit facilities sanctioned by the Bank to the borrowers.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC18. Approach capital market for mobilizing additional resources either in the form of debt or equity.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC19. Fund Based Limits in Term Loan should be regulated through as Escrow Mechanism as agreed among banks to avoid any kind of diversion of fund.

Manager

Chief Manager

