



SELLWIN TRADERS LIMITED

Registered Office:

126/B Old China Bazar Street

Kolkata 700001.

Tele. No. +913322313974; CIN L51909WB1980PLC033018

Website: www.sellwinindia.com; E-mail : selltl_1980@yahoo.co.in

Corporate Office:

Laram Centre, 208 A2 24, S V Road, Andheri (West) 400058,

Contact No. +91 7600719702

Date: 26.11.2025

**To,
Department of Corporate Services,
BSE Limited,
Ground Floor, P.J. Tower,
Dalal Street, Fort,
Mumbai – 400 001**

Scrip ID: SELLWIN Script Code: 538875

**Subject: Submission of Strategic Association and Share Swap Agreement between
Sellwin Traders Limited and Patel Container India Private Limited**

Ref: Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements)
Regulations, 2015 ("SEBI LODR")

Dear Sir/Madam,

We, **Sellwin Traders Limited** ("the Company"), hereby submit for your records and necessary disclosure compliance a copy of the **Strategic Association and Share Swap Agreement** between:

1. **Sellwin Traders Limited**, and
2. **Patel Container India Private Limited (PCIPL)**.

The Agreement formalizes the strategic association between the Parties relating to the container manufacturing project of PCIPL at Bhavnagar, Gujarat, including:

- Investment by Sellwin equivalent to **36% of the Project valuation** as per the independent Valuation Report;
- A **Share Swap mechanism**, wherein PCIPL shall allot equity shares to Sellwin and, in exchange, Sellwin shall issue its equity shares to PCIPL or its nominees, subject to applicable laws;
- Reference to the **SBI Term Loan sanction of INR 20 crore** dated 18/10/2025 forming part of the Project financing;



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- Alignment with statutory and regulatory compliances under the Companies Act, Income Tax Act, FEMA (where applicable), SEBI Regulations, and other authorities.

The Parties had earlier entered into a Memorandum of Understanding (MOU) dated 17th May 2024, which established the initial strategic association for the Project; the present Agreement now formalizes and supersedes that earlier understanding.

A copy of the signed Agreement, Profile of the Patel Container India Private Limited and Sanction Letter of Bank are enclosed herewith for your information and records.

The Company believes that this development is material in nature and therefore disclosed pursuant to **Regulation 30 of SEBI LODR Regulations**.

We request you to kindly take the above on record.

Thanking You,

Yours faithfully

For, Sellwin Traders Limited

Pratiti Patel

Company Secretary & Compliance Officer

Membership No.: A63826

Encl: As above



PATEL
—CONTAINER—
Heart of Perfect Joint

THIS STRATEGIC ASSOCIATION AND SHARE SWAP AGREEMENT ("Agreement") is executed on this 20th day of November, 2025:

BY AND BETWEEN

Sellwin Traders Limited, a company incorporated under the Companies Act, 1956/2013, having its corporate office at Laram Centre, 208 A2 24, S V Road, Andheri (West) 400058, India CIN: L51909WB1980PLC033018, (hereinafter referred to as **"Sellwin"**, which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

Patel Container India Private Limited, a company incorporated under the Companies Act, 1956/2013, having its registered office at P No.374, NR. Red Colour, NR. Banuben ni wadi, Kumbharwada, Bhavnagar-364006 CIN: U25120GJ2024PTC148795, (hereinafter referred to as **"PC IPL"**, which expression shall, unless repugnant to the context, include its successors and permitted assigns).

Sellwin and PC IPL are individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

1. The Parties had earlier entered into a **Memorandum of Understanding (MOU)** dated ____ 2024 for the purpose of establishing a strategic association relating to the container manufacturing project of PC IPL ("Project").
2. PC IPL is presently executing the Project on **leased land near Bhavnagar, Gujarat**, taken for establishing the container manufacturing facility.
3. The **State Bank of India (SBI)** has **sanctioned a term loan of INR 20 Crore** for the Project, vide Sanction Letter dated 18/10/2025, which forms an integral part of the Project financing.
4. The Project valuation has been carried out as per an independent **Valuation Report**, and based on such valuation, Sellwin has agreed to invest **36% of the Project valuation** into PC IPL under a strategic arrangement.
5. The Parties agree that such investment shall be made by **Share Swap** whereby PC IPL shall allot equity shares to Sellwin and, in exchange,

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+91 7046468484



nirav@isbexim.com



www.patelcontainerindia.com

Sarve No. 88 Paiki 1, Paiki 1, Paiki 1 Plot No. 1, Near Bhadbhid Toll Plaza, Bhadbhid, Bhavnagar - 364313.

Sellwin shall issue its equity shares to PCIPL or its nominees, subject to applicable laws.

6. Sellwin's equity shares to be issued under this Agreement shall not be issued **at a price lower than INR 15 per share**, subject to valuation rules and regulatory compliance including those of the Companies Act, 2013, SEBI regulations (where applicable), and any other competent authority.
7. The Parties intend to record the terms, conditions, obligations, and rights related to the strategic association, investment, and share swap mechanism.
8. The **Project Report, SBI Loan Sanction Letter, and Company Project Profile** shall form integral parts of this Agreement and be marked as **Annexure A, Annexure B, and Annexure C**, respectively.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Unless the context otherwise requires:

- a. **"Agreement"** means this Strategic Association and Share Swap Agreement including all annexures.
- b. **"Project"** means the container manufacturing facility being established by PCIPL at Bhavnagar.
- c. **"Valuation Report"** means the independent project valuation report forming the basis for the 36% investment by Sellwin.
- d. **"Share Swap"** means the exchange of equity shares between the Parties as described herein, subject to applicable laws.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is:

- a. To formalize the strategic association and investment by Sellwin in the Project;
- b. To determine the manner of investment, percentage holding, and share swap mechanism;
- c. To outline responsibilities of each Party in respect of the Project execution.

3. INVESTMENT & SHARE SWAP STRUCTURE

3.1 Investment by Sellwin

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- a. Sellwin shall invest an amount equivalent to **36% of the Project valuation**, as per the final Valuation Report appended as Annexure A.
- b. The investment shall be made through a combination of:
 - i. Share swap as per Clause 3.2;
 - ii. Any additional funding if mutually agreed in writing.

3.2 Share Swap Mechanism

- a. PCIPL shall allot equity shares to Sellwin equivalent to the value representing 36% stake in PCIPL.
- b. In consideration, Sellwin shall issue its equity shares to PCIPL or its designated nominees.
- c. The equity shares issued by Sellwin **shall not be priced below INR 15 per share**, and shall comply with applicable valuation norms.
- d. Both Parties shall obtain the necessary corporate approvals including Board and Shareholder approvals.
- e. All actions shall comply with applicable laws, including but not limited to:
 - Companies Act, 2013
 - Income Tax Act, 1961
 - FEMA (if applicable)
 - SEBI Regulations (if applicable)

4. REGULATORY COMPLIANCE

- a. The share swap shall only be undertaken after completing statutory filings, valuation certificates, and obtaining consents from appropriate regulatory authorities.
- b. Both Parties shall fully cooperate in providing information, documents, and declarations required for due compliance.
- c. All stamp duties, ROC filings, and charges shall be borne as mutually agreed.

5. PROJECT EXECUTION

- a. PCIPL shall continue to execute the Project using:
 - The SBI term loan of INR 20 Crore (Annexure B),
 - Promoter contribution, and
 - The investment under this Agreement.
- b. PCIPL shall ensure proper utilization of funds strictly for the Project.
- c. The leased land near Bhavnagar shall be used exclusively for the Project unless otherwise agreed in writing.

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6. REPRESENTATIONS & WARRANTIES

6.1 By PCIPL

PCIPL represents and warrants that:

- a. It has valid rights over the leased land for the Project.
- b. It has received a valid loan sanction letter from SBI.
- c. It shall provide complete access to its Project Report, financials, assets, and books to Sellwin.

6.2 By Sellwin

Sellwin represents and warrants that:

- a. It is authorized to issue shares at or above INR 15 per share.
- b. It shall comply with all corporate and statutory requirements for issuing shares to PCIPL.

7. CONDITIONS PRECEDENT

The following conditions must be completed before share swap execution:

- a. Completion of due diligence by both Parties;
- b. Approval of respective Boards and Shareholders;
- c. Filing of required forms with MCA/ROC;
- d. Execution of share swap valuation certificates.

8. GOVERNANCE & MONITORING

- a. Sellwin shall have the right to appoint directors on the Board of PCIPL proportional to its shareholding.
- b. Quarterly updates on Project progress shall be provided to Sellwin.
- c. Key business decisions shall require consent of both Parties.

9. TERMINATION

This Agreement may be terminated by:

- a. Mutual written consent;
- b. Failure to comply with statutory requirements within prescribed timelines;
- c. Breach of material obligations.

Upon termination, Parties shall unwind transactions as per applicable law.

10. MISCELLANEOUS

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- a. Amendments shall be valid only if in writing and signed by both Parties.
- b. Notices shall be sent to registered office addresses.
- c. This Agreement shall be governed by the laws of India.
- d. Disputes shall be resolved by arbitration under the Arbitration & Conciliation Act, 1996 at **Ahmedabad**, Gujarat.

11. ANNEXURES (Integral Part of Agreement)

1. **Annexure A – Project Report & Valuation Report**
 2. **Annexure B – SBI Loan Sanction Letter for INR 20 Crore**
 3. **Annexure C – Company Project Profile**
 4. **Annexure D – Copy of 2024 MOU**
-

IN WITNESS WHEREOF

The Parties hereto have executed this Agreement on the date mentioned above.

For Sellwin Traders Limited

Name: Monil Vora
Designation: Director
Signature: _____

MONIL N
VORA

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VORA
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For Patel Container India Private Limited

Name: Ashokbhai Kotadiya
Designation: Director
Signature: _____

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STRATEGIC ASSOCIATION BLUEPUINT

Visualizing the agreement between Sellwiners Ltd & Patel Container India Pvt Ltd

Project Overview



Project Status:
IN EXECUTION



Project Site:
BHAVNAGAR
Leased Land Secured.



Financing Partner:
SBI
Project Loan: ₹20 Cr.

Project Financing

₹20 CR

Total Sanctioned
Loan

Sellwin's Contribution:
36% of Project Valuation

Investment Composition



Share Valuation

₹15

Minimum Share Price
per share

Share Valuation
Mandate

Key Agreement & Goverances



2024 MOU Signed

Initial Memorandum of Understanding established the strategic association.

Current: Agreement Compliance

Next: Regulatory Compliance
the approval from regulatory authorities



This formal agreement of compliance of approval with and approval from regulatory authorities.

With terms are subject and land secured,
With financing the container project execution continues

• Key Agreement Annexures

- Detailed Project Report
- SBI Project Loan Sanction Letter
- Company Project Profile

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PATEL CONTAINER INDIA PRIVATE LIMITED

CORPORATE PRESENTATION

“Container Division”

**40+ years of
sectoral
experience**

**₹1200 Cr+
group
revenue**

**Value added
diversification
across product
portfolio**

**Mutually-
beneficial tech
transfer
partnerships**

**Future-ready
product
verticals**

ABOUT US

A "Complete Mobility Solutions" provider of the nation...

Patel Container India is a premier manufacturer of ISO Marine Shipping containers, Specialized containers, Refrigerated containers, Railway wagons, components for passenger coaches, and alloy steel casting for rolling stock and track.

The group also manufactures application-based load bodies for commercial vehicles, etc.

We have also forayed into Commercial EV space with the launch of two eLCVs.

OUR PRESENCE

MANUFACTURING PLANTS

- ISB EXIM PVT LTD - GANDHINAGAR
- PATEL PLAST INDIA - BHAVNAGAR
- SITARAM PLASTIC INDUSTRIES- BHAVNAGAR
- PATEL CONTAINER INDIA PVT LTD - BHAVNAGAR



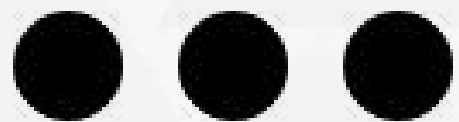
OUR **BHAVNAGAR PLANT**

TOTAL PLANT AREA

52000 SQ. FT.

TOTAL COVERED AREA

47000 SQ. FT.



DESIGN TECHNOLOGY

Design Principles | Ideation | Creativity | Communication | Problem-Solving User Experience | Team Work

More than just a Manufacturer, we are an Engineering firm composed of real “Engineers” that tackle real Engineering problems with diversified capabilities.

A team internationally acclaimed by 500 fortune companies co-developed multiple futuristic products. We have a legacy of transforming client inspirations and aspirations into powerful business results, with more than 30 projects, featuring services that span the entire design development process.



Complete In-house Computer Aided Design & Engineering

- 3D Modelina
- 2D Draftina & Detailina
- CNC Proaramming – Nesting
- Simulation
- DFMEA
- PFMEA



OUR EXPERTISE



SPECIALISED CONTAINERS

FLEX INVERTER / BESS / RSU, ETC.

Complete power conversion and Energy Storage Solution in Container.

FLEX INVERTER/BESS Power Station combines an Inverter, power transformer, auxiliary transformer, Batteries and various options within a single 20ft ISO high-cube container.

The Container is designed and developed by JWL for a Fortune 500 Co. in Renewable Energy. It has in-built various mounting provisions. JWL has a highly skilled Design & Development team to provide various Plug & Play solutions for various applications in the form of a Container of any size.



ISO DRY FREIGHT CONTAINERS

Types Of Containers :

- Dry storage container
- Flat rack container
- Open top container
- Tunnel container
- Open side storage container
- Double door container
- Refrigerated ISO containers
- Insulated or thermal containers
- Half-height containers
- Car carriers
- Special purpose containers

Popular Sizes :

- 20'x8'x8.6'
- 20'x8'x9.6'
- 40'x8'x8.6'
- 40'x8'x9.6'
- As per customer requirements.





MANUFACTURING FACILITY

MANUFACTURING FACILITY **FABRICATION**

CONTAINER BOXING

- 40FT
- 20FT



MANUFACTURING FACILITY **FABRICATION**

- **Laser Cutting**
- **CNC Plasma cutting**
- **Semi-automatic Welding handlers**
- **CNC Press Brakes**
- **Shearing m/c**
- **Advanced Welding fixtures**
- **SPMs**
- **In-house tools for Panel corrugations**
- **Manipulators**



MANUFACTURING FACILITY PAINTING

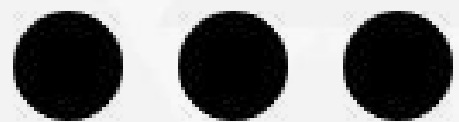
SHOT BLASTING / PRIMER / PAINT
UP TO 40FT. CONTAINERS



IN-HOUSE TESTING FACILITY

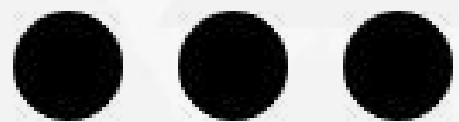
DEFLAGRATION TEST

WE ARE THE 1st IN ASIA TO
PERFORM THE DEFLAGRATION
TEST IN JOINT DEVELOPMENT
WITH GE RENEWABLES, INDIA.



IN-HOUSE TESTING FACILITY

LEAK TEST



Corporate Office

PLOT NO-374, NARI ROAD
KUMBHARWADA, BHAVNAGR-364001
GUJARAT, INDIA

Contact

MR. ASHOKBHAI PATEL (Managing Director)
+91 94281 81618
nirav@isbexim.com



THANK YOU

PATEL CONTAINER INDIA PRIVATE LIMITED

SANCTION LETTER
(To be issued in duplicate)

Date: 18.10.2025

PATEL CONTAINER INDIA PVT. LTD.
(PAN: AAOC4945L)
Reg. Office: Plot No.374,
Near Red Colour Factory &
Bhanuben ni Wadi,
Kumbharwada,
Bhavnagar-364006

Dear Sirs,

ADVANCES TO SME SEGMENT
SANCTION OF CREDIT FACILITIES

With reference to your application **03.07.2025** for various credit facilities and requesting us for sanction / renewal of Working Capital Limits and / or Term Loan Limits at existing / enhanced levels and subsequent correspondence in this regard, in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexures A/B/C:

(Rs. in Lakhs)

SL	FACILITY	LIMIT
A] FUND BASED LIMITS:		
A.	Fund Based Working Capital (FBWC) limits under banks usual credit dispensation scheme. (FACILITY 1)	990.00
B.	Term Loan with a door to door tenor of 8 years including a moratorium period of 1 year and 2-month under banks usual credit dispensation scheme. (FACILITY 2)	857.00
Total of Fund Based Limits		1847.00
B] NON-FUND BASED LIMITS:		
A.	Non-Fund Based Working Capital limit (Bank Guarantee) under banks usual credit dispensation scheme. (FACILITY 3)	50.00
B.	Forward Contract/Derivative Limit entailing Credit Exposure Limit (CEL) of Rs. 0.92 Crore on a notional amount of Rs. 0.92 Crore on unsecured/secured basis (FACILITY 4)	2.00
Total of Non-Fund Based Limits		52.00
TOTAL LIMITS		1899.00

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

- (i) CAPEX LC Sub-Limit of Rs.0.92 Crs within the Term Loan of Rs. 8.57 Crs for Import of Plant & Machineries.

Sanctioning authority has stipulated/approved following Terms & Conditions;

Conditions:

- a) Company has to raise authorised capital in MCA to Min. 6.50 Crs & paid-up capital of 50% of Capital i.e. Rs 3.25 Crs to be raise upfront before release of Term Loan and same is to be updated with MCA in meantime
- b) Final lease deed to be vetted by Law Officer before disbursement.
- c) Valuation report of factory building after completion of construction.
- d) Completion Certificate of Factory from empanelled engineer to be obtained before release of Term Loan.
- e) Draft Mortgage deed to be vetted from Banks Law Officer before execution.
- f) USL to be subordinate to the bank debt and a declaration from unit to be obtained at the time of documentation.
- g) Term Loan to be release only after infusion of USL of Rs.8.84 Crs backed by Certificate from Chartered Accountant and will not be withdrawn during the entire loan tenure.
- h) All funds for purchase of machineries to be routed from Current Account maintained with State Bank of India only.
- i) BS-79 to be obtained for leased premises.
- j) Pending Valuations, Title Clear Reports for Collateral Properties to be obtained before execution of loan documents.
- k) Second Title Clear Report of factory land to be obtained after execution of lease deed.
- l) Non-Encumbrance Certificate for the all properties to be obtained before release of limits.

Observations: -

1. Inspections to be carried out on monthly basis.
2. Unit has to obtain all statutory approvals /Permissions /Licenses in a timely manner and copy of the same is to be provided to bank.
3. Cash Credit limit to be released in proportion to built-up of current assets and on obtention of adequate level of confirm work orders on hand.
4. Company must comply the norms of MCA time to time.
5. Payment will be given directly to supplier as per progress of the project.
6. CGTMSE Charges/Banks other fees to be recovered before disbursement
7. Original Invoices/Payment Receipts of Plant & Machineries financed by Bank to be provided.
8. Asset-Liability of Partners/Guarantors to be provided in bank format duly stamped and notarized.
9. Official appointment letter of Technical Staff to be provided duly signed and accepted by the employee with all the terms.
10. Stock Audit to be conducted as per extant Instructions.



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

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

Assuring you of our best services at all times.

Yours faithfully,



BRANCH MANAGER

Encl.: Terms and Conditions – Annexures A/B/C

Accepted

Borrower(s)

Date: 18.10.2025

Place: Talaja

ANNEXURE A**TERMS AND CONDITIONS****1. SECURITY:**

a. Primary Security	Details
Facility	1. Cash Credit- Rs.990.00 Lakhs, 2. Term Loan - Rs.857.00 Lakhs, 3. Bank Guarantee- Rs.50.00 Lakhs, 4. CEL Limit Rs.2.00 Lakhs. (Capex LC within TL of 857 Lakhs- Rs.92.00 Lakhs)
1. Details of Security	As under,
CC, BG, CEL limit	1. Exclusively 1 st Hypothecation of entire current assets including stocks and Receivables including present or future.
Term Loan	Hypothecation of Entire Plant and Machinery of the Unit.
Type of charge	Hypothecation
Value**	As per Monthly stock statement submitted to the Bank at cost price or market price whichever is low in the name of Unit.
Date of valuation	
Basis of valuation	
b. Lease hold rights to be assigned to the bank for entire loan period.	All piece and parcel situated on Plot No. 1, Survey No.88P1/P1/P1, Near Bhadbhid Toll Plaza, Bhadbhid, Bhavnagar including present and future construction.

b. Collateral Security	
a) Residential Building	Residential Building situated at Plot No. 684, R.S. No. 5684/617, at Aadarsh Society, Dist. Bhavnagar, Gujarat owned by Jalpaben Ashokbhai Kotadiya.
b) Factory Land & Buildings: Situated	Factory land & building at Plot No. 374, R.S No. 2647 at Nari Road, District Bhavnagar, Gujarat admeasuring 6683.46 Sq. Ft. and Construction (Present and Future) owned by Jalpaben Ashokbhai Kotadiya.
c) Factory Land & Buildings: Situated	Factory Land & Buildings situated at Plot No. 374, R.S No. at NARI ROAD, District Bhavnagar, Gujarat, admeasuring 1005.62 Sq Ft. owned by Ashokbhai Kotadiya.

c. Personal Guarantor

SN	PERSONAL GUARANTEE	PAN	NATIONALITY
1.	Jalpaben A. Kotadiya	AMFPK6924N	Indian
2.	Nirav A. Kotadiya	HLTPK0290M	Indian
3.	Ashokbhai B. Kotadia	AGCPK2174R	Indian

d. CGTMSE: The Term Loan of Rs.8.57 Crs will be covered under CGTMSE and the related fees/charges to be borne by the borrower as per extant norms.



2. PERIOD OF ADVANCE & REPAYMENT TERMS:

Working Capital (Rs. 990.00 Lakhs): Repayable on demand. The facility which has been sanctioned on 08.10.2025 is available for 12 months from that date, subject to review every 12 months, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.

Term Loan of (Rs.857.00 Lakhs): Repayable in 82 negotiated monthly installments after a initial moratorium period of one year and two months (14 Months) from the date of 1st disbursement of the loan, i.e, Interest to be served as and when applied. The repayment schedule will be effective from the date of 1st disbursement. Interest to be served as and when applied on monthly basis.

Tentative repayment schedule;

Installment No.	Outstanding Principal	Principal
1	85700000.00	1000000.00
2	84700000.00	1000000.00
3	83700000.00	1000000.00
4	82700000.00	1000000.00
5	81700000.00	1000000.00
6	80700000.00	1000000.00
7	79700000.00	1000000.00
8	78700000.00	1000000.00
9	77700000.00	1000000.00
10	76700000.00	1000000.00
11	75700000.00	1000000.00
12	74700000.00	1000000.00
13	73700000.00	1000000.00
14	72700000.00	1000000.00
15	71700000.00	1000000.00
16	70700000.00	1000000.00
17	69700000.00	1056000.00
18	68644000.00	1056000.00
19	67588000.00	1056000.00
20	66532000.00	1056000.00
21	65476000.00	1056000.00
22	64420000.00	1056000.00
23	63364000.00	1056000.00
24	62308000.00	1056000.00
25	61252000.00	1056000.00
26	60196000.00	1056000.00
27	59140000.00	1056000.00
28	58084000.00	1056000.00
29	57028000.00	1056000.00
30	55972000.00	1056000.00
31	54916000.00	1056000.00



32	53860000.00	1056000.00
33	52804000.00	1056000.00
34	51748000.00	1056000.00
35	50692000.00	1056000.00
36	49636000.00	1056000.00
37	48580000.00	1056000.00
38	47524000.00	1056000.00
39	46468000.00	1056000.00
40	45412000.00	1056000.00
41	44356000.00	1056000.00
42	43300000.00	1056000.00
43	42244000.00	1056000.00
44	41188000.00	1056000.00
45	40132000.00	1056000.00
46	39076000.00	1056000.00
47	38020000.00	1056000.00
48	36964000.00	1056000.00
49	35908000.00	1056000.00
50	34852000.00	1056000.00
51	33796000.00	1056000.00
52	32740000.00	1056000.00
53	31684000.00	1056000.00
54	30628000.00	1056000.00
55	29572000.00	1056000.00
56	28516000.00	1056000.00
57	27460000.00	1056000.00
58	26404000.00	1056000.00
59	25348000.00	1056000.00
60	24292000.00	1056000.00
61	23236000.00	1056000.00
62	22180000.00	1056000.00
63	21124000.00	1056000.00
64	20068000.00	1056000.00
65	19012000.00	1056000.00
66	17956000.00	1056000.00
67	16900000.00	1056000.00
68	15844000.00	1056000.00
69	14788000.00	1056000.00
70	13732000.00	1056000.00
71	12676000.00	1056000.00
72	11620000.00	1056000.00
73	10564000.00	1056000.00
74	9508000.00	1056000.00
75	8452000.00	1056000.00
76	7396000.00	1056000.00
77	6340000.00	1056000.00



78	5284000.00	1056000.00
79	4228000.00	1056000.00
80	3172000.00	1056000.00
81	2116000.00	1056000.00
82	1060000.00	1060000.00
	Total	85700000.00

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

Commitment charges, as applicable, shall be payable in case of non-utilization of sanctioned limits.

Pre-payment charges, as applicable, shall be payable in case of pre-payment of Term Loan instalments.

3.RATE OF INTEREST:

Working Capital (CC) Rs.990.00 Lakhs: Interest at the rate of **4.00%** above EBLR which is presently **8.15%** p.a. Present effective Rate **12.15%** p.a. calculated on daily products at monthly rests. Bank shall at any time and from time to time be entitled to vary the margin based on the Credit Risk Assessment of the borrower and the EBLR at its discretion.*(IRP)

	Computation of External Benchmark Rate (EBR)	Reference Rate	Current Rate
A	External Benchmark	Repo Rate	5.50%
B	Spread other than Credit Risk Premium, decided by the Bank	Common Spread	2.65%
C	External Benchmark Rate (EBR) i.e. A+B	C = A+B	8.15%

Term Loan of Rs. 857.00 Lakhs: Interest at the rate of **3.50%** above EBLR which is presently **8.15%** p.a. Present effective Rate **11.65%** p.a. calculated on daily products at monthly rests. Bank shall at any time and from time to time be entitled to vary the margin based on the Credit Risk Assessment of the borrower and the EBLR at its discretion.*(IRP)

	Computation of External Benchmark Rate (EBR)	Reference Rate	Current Rate
A	External Benchmark	Repo Rate	5.50%
B	Spread other than Credit Risk Premium, decided by the Bank	Common Spread	2.65%
C	External Benchmark Rate (EBR) i.e. A+B	C = A+B	8.15%

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



Application of interest in respect of Agricultural Advances shall be in line with the harvesting seasons.

Charges for Non-Fund Based facility:

BG Issuance Charges	NA
LC Opening Charges	NA

Enhanced Interest:

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

Details of other charges (excluding GST): As applicable

Unified Loan Processing Charges (Loan Processing Charges + Facility Fee+ Inspection Charges+ Documentation Charges+ Equitable/ Registered Mortgage Charges+ CIC Charges+ NeSL Charges)	0.75% of the Fund Based and Non-Fund Based limit + GST @18% (Every year)
Unified Upfront Fee (Upfront Fee+ Inspection Charges+ Documentation Charges+ Equitable/ Registered Mortgage Charges+ CERSAI Charges + CIC Charges+ NeSL Charges)	1.50% of the Term Loan Amount + GST @18%
Annual review charges for Term Loans	<p>a) During Implementation, i.e., till the date of achievement of DCCO - 0.05% of the sanctioned loan amount or Rs. 6.00 Lac, whichever is lower.</p> <p>b) After Implementation, i.e., after achievement of DCCO (Covenant Testing Charges) - 0.05% of the outstanding loan amount or Rs. 3.00 Lac, whichever is lower.</p>



	(Not Applicable as TL and CC both is sanctioned.)
Revalidation of Sanction	50 % of the loan processing charges applicable to Working Capital Limits.
Delayed Drawdown	0.50% p.a. for delayed drawdown beyond 2 months from the due date on the amount due for disbursement as per disbursement schedule but not disbursed, for the period of delay.
Pre-payment charges	2.00 % of the pre-paid amount. Pre-payment penalty of 1% will be applicable on account of "Loan prepaid out of higher cash accruals from the project/ equity infusion by promoters"
Recovery of Service Charges for services other than Sanction of credit facilities	a) Rephasement of Loans/Deferment in Loan Installments - 0.05% of the limit, minimum Rs. 2,000/- and maximum Rs. 1,00,000/- b) Substitution of Collateral Security/ Personal Guarantees - 0.02% of the limit, minimum Rs. 2,000/- and maximum Rs. 50,000/- c) Release of Personal Guarantee/Collateral Security- 0.03% of the limit, minimum Rs. 5,000/- and maximum Rs. 1,00,000/- d) Change in Terms and Conditions/Change in Project/Items of Machinery - 0.05% of the limit, minimum Rs. 3,000/- and maximum Rs. 2,00,000/- e) Issue of No Objection Certificate (NOC) - 0.02% of the limit, minimum Rs. 2,000/- and maximum Rs. 50,000/- f) CERSAI Charges – Rs. 100 /-+ GST

Other Charges, not mentioned above:	Penal Interest			
	i) Irregularity in Term Loan Account: <table border="1"> <tr> <td>Irregularity upto 60 Days</td><td>2% per annum on the irregular portion for the period of irregularity</td></tr> <tr> <td>Continuously irregular for a period beyond 60 days</td><td>5% per annum on the outstanding for the period of irregularity</td></tr> </table>	Irregularity upto 60 Days	2% per annum on the irregular portion for the period of irregularity	Continuously irregular for a period beyond 60 days
Irregularity upto 60 Days	2% per annum on the irregular portion for the period of irregularity			
Continuously irregular for a period beyond 60 days	5% per annum on the outstanding for the period of irregularity			
	ii) Non-Submission of Stock statements in time: Stock statements not submitted within 20 days of the succeeding month to be treated as non-submission- 0.05% on the Sanctioned Limit for the period of default/ delay iii) Non submission of Renewal Data, including Audited Balance Sheet: Non submission of renewal data 30 days before the due date for renewal of limits- 0.05% on the Sanctioned Limit for the period of default/ delay			



	<p>iv) Non completion of perfection of security within the stipulated timelines (including extended timelines permitted by the competent authority) - 0.25% on the Sanctioned Limit for the period of default/ delay</p> <p>v) Non-renewal of insurance policy in a timely manner or inadequate insurance cover- 0.05% on the Sanctioned Limit for the period of default/ delay</p> <p>vi) Adverse deviation in respect of any two of the following four financial parameters, arrived on the basis of audited financial statements each year, from the estimated/ projected levels accepted at the time of sanction/ last review, will attract penal interest :</p> <table border="1" data-bbox="794 730 1433 972"> <tr> <th>Parameters</th><th>Acceptable level for covenant testing</th></tr> <tr> <td>DSCR</td><td rowspan="4">As per sanction note</td></tr> <tr> <td>Interest Coverage Ratio</td></tr> <tr> <td>FACR</td></tr> <tr> <td>Debt/ EBITDA</td></tr> </table>	Parameters	Acceptable level for covenant testing	DSCR	As per sanction note	Interest Coverage Ratio	FACR	Debt/ EBITDA
Parameters	Acceptable level for covenant testing							
DSCR	As per sanction note							
Interest Coverage Ratio								
FACR								
Debt/ EBITDA								

4. MARGINS:

SL	ITEM	MARGIN (IN %)
A	FUND BASED LIMITS	
a	Raw Materials : Imported	25%
b	Raw Materials : Indigenous	25%
c	Semi-Finished Goods	40%
d	Finished Goods	25%
e	Components / Consumables / Spares	NA
f	Domestic Receivables(Cover period 90 days)	50%
g	Overall Project (Under TL)	45.86%
h	P&M Under TL (Including for CAPEX LC)	21.23%
B	NON-FUND BASED LIMITS	
A	Letters of Credit	NA
b	Bank Guarantees	25%

5. TENOR / RETENTION PERIOD OF BILLS:

90 days. The cover period of 90 days for Receivables would be extended only in respect of buyers other than associate / sister concerns. Receivables beyond 90days will not be reckoned for computing Drawing Power. Drawing Power will also not be available on unpaid stocks.



6. INSURANCE:

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

The Borrower shall always be responsible to ensure that the insurance policy in respect of the hypothecated assets remains valid till all the dues of the Bank are repaid and to keep such insurance policy renewed each year.

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

7. CREDIT GUARANTEE COVER:

- a) Pre-shipment Credit, if any, will be covered by the Bank under the Individual Packing Credit Guarantee (IPCG) of ECGC, with premium payable by debit to your account.
- b) Post-shipment policy of ECGC with buyer-wise limits for non-L/C exports to be obtained by you at your cost, if applicable.
- c) ECGC officials have the right to inspect the Unit, if considered necessary.
- d) Credit Guarantee under CGTSI Scheme to be covered, wherever applicable.

8. STOCK STATEMENTS: (MONTHLY)

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

The Stock Statement should invariably contain complete particulars of stocks, debtors (along with complete address), creditors, usance L/Cs opened, etc. It is essential that the outstanding borrowings at all times are fully covered by the value of security hypothecated, less the stipulated margins to be reckoned as



pervaluation of inventory given under Para 11 below. If at any time, the Drawing Power yielded by the stocks, debtors, etc., held by you falls below the amount borrowed, such excess drawings shall be adjusted forthwith. Partywise / agewise details for each bill raised shall be submitted on a monthly basis for computation of Drawing Power against Book Debts. Further, the level of Creditors / Acceptances over and above the accepted level will be deducted while computing Drawing Power.

9. INSPECTIONS:

The Bank's officials / inspectors are to be permitted in the factory / business premises as and when required to inspect the stocks / books / equipment. Where the premises are leased / hired, necessary approvals to the effect from the Lessor, if any required, are to be obtained. All assistance to be extended to the Bank's officials in conducting and completing such inspections smoothly. Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. The cost of such inspections shall be borne by you.

10. VALUATION OF INVENTORY:

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

11. SECURITY DOCUMENTS:

The following security documents shall be executed by you and the Guarantors:

- a. Agreement of Loan-cum-Hypothecation
- b. Guarantee Agreement
- c. Mortgage documents
- d. Any other documents as may be required by the Bank

12. OPEN TERM LOAN:

The following Terms and Conditions, amongst others, shall apply in respect of Open Term Loan Facility if any, sanctioned to you by the Bank:

- a) The loan has been considered for the following genuine commercial purposes in line with the regular business activity of the Unit:
 - i)
 - ii)
- b) The said facility is to be availed within ____ months from the date of sanction (currency of sanction). If the limits are not availed & utilized or only partially availed & utilized within ____ months from the date of sanction, the limit or unutilized portion of the limit, as the case may be, will lapse and shall, therefore, not be disbursed.
- c) The total amount that would be disbursed will not exceed the overall limit sanctioned under this facility and multiple withdrawals also may be permitted only within the currency of sanction.



- d) Every disbursal under this facility shall be made on receipt of a written request from you within the currency of sanction and release shall be subject to scrutiny of basic financial information.
- e) The Bank shall be free to treat each disbursement as an individual loan or limit for accounting or any other purposes.
- f) The period of repayment will commence from the date of the first drawdown for each sub-limit or loan in the facility.
- g) The Bank may club together the repayment of the instalments of different sub-limits or loan disbursed and may be done on a month end / calendar quarter end, etc.
- h) In the event of multiple disbursals, the Bank shall stipulate the repayment instalments for each purpose of drawal.
- i) At the end of the currency of sanction, the Bank may combine and constitute all sub-limits or loans as one limit or loan by re-arranging or re-scheduling the repayment schedules in such a manner that the maximum period of repayment shall not exceed ____ period.
- j) The letters exchanged between the Bank and you shall form an integral part of the security documents and shall be annexed to the General Agreement for Term Loan / Agreement of Loan-cum-Hypothecation.
- k) The primary security shall be hypothecation of the machinery purchased out of the Open Term Loan and the collateral security shall be

