

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

10 JUL 2006

वि. महाराष्ट्र महालय अन्ड अलाइड ऑफिस
को. उर्ध्व. बैंक लि., महालय, मुंबई ४०० ०३२.
एल. एस्. डी. क्रमांक :- १२४
क्रमांक :- 409 दिनांक :-
उक्त अधीक्षक, मुंबई
सर्वश्री/श्री/श्रीमती
श्रीता स्वर्णतर मुद्रांक रु
विकला.

H.C.A. 984677

Lindblom Power Pvt Ltd.

मुद्रांक विकला

श्री. कल्पेश जाधव

Loan Agreement

between

DODSON-LINDBLOM HYDRO POWER PRIVATE LIMITED

and

STATE BANK OF INDIA

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") made at Mumbai on this 14th day of September, Two Thousand Six between DODSON LINDBLOM HYDRO POWER PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 and having its Registered Office at 6, Shiv-Wastu, Tejpal Scheme, Road No.5, Vile Parle (East), Mumbai-400 057 (hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the ONE PART; And STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 and having its Commercial Branch at Vile Parle, Shyamkamal Trade Centre, Agarwal Market, Vile Parle (East), Mumbai- 400 057 (hereinafter referred to as "SBI" or "BANK", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the OTHER PART.

WHEREAS:

- I. By an Application dated 29th November 2005, the Borrower has requested the Bank to sanction and grant to the Borrower, term loan facility to the extent of Rs.10,00,00,000/- (Rupees Ten Crores only) (hereinafter referred to as the "Facility") for refinancing of its existing loan and also for its hydro power project.
- II. At the request of the Borrower, the Bank has agreed to grant term loan for sum of Rs.10,00,00,000/- (Rupees Ten Crores only) for the aforesaid purpose (the "Loan") and upon terms and conditions as set out in the Sanction Letter No. CBVP/2006-07/11 dated 22nd March, 2006 together with Letter No. CBVP/C&I/2006-07/104 dated 23rd May, 2006 and also in this Agreement and



A. Shant
DIRECTOR



PART 5
INTEREST

5.1 Interest

5.1.1 The Borrower shall pay interest on the principal amount of the Loan outstanding for the time being and from time to time at the interest rate of 8.75% p.a. (the "Applicable Interest Rate") with monthly rest on the Interest Payment Date to be reset every 2 years till the Loan is unconditionally discharged and irrevocably repaid in full in accordance with the provisions of this Section 5.

5.1.2 Interest calculated at the Applicable Interest Rate on the basis of the actual number of days elapsed in a year of 365 days shall accrue from day to day, and shall be paid in arrears on each Interest Payment Date.

5.2 Liquidated Damages:

In case of default in payment of any instalment of principal amount of the Loan, interest thereon or other monies (except liquidated damages) under this Agreement or any other Finance Documents to be entered into between the Borrower and the Lenders becoming due on their respective due dates, the Borrower shall pay on such defaulted amounts, liquidated damages at the rate of 2% per annum for the period of default computed from the respective due date until the date of actual payment. Liquidated damages shall be payable on demand and in the absence of any such demand on the next Interest Payment Date falling after the date of default.

5.3 Penal Interest

Without prejudice to the liabilities under section 4.3 the Borrower shall pay penal interest at the rate of 1% p.a. on the total outstandings in the event of any adverse deviation by more than 20% for a period of one year from the levels stipulated in respect of any two of the financial ratios during the currency of the

Loan..



For GODSON-LINDBLOM HYDROPOWER PVT. LTD.

U. Anant

DIRECTOR.

