



TEMBO GLOBAL INDUSTRIES LIMITED

[FORMERLY KNOWN AS - SAKETH EXIM LTD.]

Regd. Off.: Plot No. PAP - D 146 - 147, Turbhe MIDC, TTC Industrial Area, Opp. Balmer Lawrie Van Leer Co. Turbhe, Navi Mumbai - 400 705, Maharashtra - INDIA. Tel.: +91 - 022 - 27620641 / 27620642 / 27620643. Fax: +91 - 022-27620623. GST No.- 27AAPCS4498C1ZV CIN - L29253MH2010PLC204331 Email: info@sakethexim.com / info@tembousa.us Web: www.sakethexim.com / www.tembousa.us

To,
National Stock Exchange of India Ltd.
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E)
Mumbai - 400 051

Date: - 17/09/2020

Dear Sir / Madam,

Sub: Intimation under regulation 30 of SEBI (Listing obligation and Disclosure Requirement), 2015.

1. The company hereby takes Guaranteed Emergency Credit Line (GECL) by way of term loan of Rs. 9, 33, 000/- (Rupees Nine Lakhs Thirty Three Thousand. Only) from Aditya Birla Finance Limited, the facility would be under Emergency Credit Line Guarantee Scheme (ECLGS), facility being provided by the government across the country, to help them revive the businesses under stress due to COVID-19, and to churn their cash flows.
2. Mr. Sanjay Jashbhai Patel Managing Director and Mrs Smita Sanjay Patel is hereby authorize to sign and execute Agreement of Personal Guarantee/Agreement of Corporate Guarantee for the due repayment, discharge and redemption of the Facility availed of by the Company, accept the Sanction Letter issued by the Bank containing the detailed terms & conditions and also to execute and deliver on behalf of the Company, facility agreement and all other documents and instruments in connection therewith including Demand Promissory Notes and Documents for creating charge and such other documents in such form as may be required by the Bank from time to time on behalf of the company.

Kindly take note of the above.

Thanking you,

Yours faithfully,
For Tembo Global Industries Limited

Mr. Sanjay Jashbhai Patel
Managing Director
Place: Mumbai

Enclosed: the communication from Bank





ABFL/Retail Lending/ Business Loan

Date: 19th September, 2020

M/S. Tempo Global Industries Ltd (Previously known as Saketh Exim Ltd),

146-147 PAP D MIDC TTC INDUSTRIAL AREA

OPP BALMER LAWRIE VAN LEER CO TURBHE 400701

Mr. SANJAY JASHBHAI PATEL

4 FLOOR 1 PLOT 143 BHUVA COTTAGE

INDULAL D BHUVA MARG U D C T COLLAGE WADALA MUMBAI

Mrs. SMITA SANJAY PATEL

4 FLOOR 1 PLOT 143 BHUVA COTTAGE

INDULAL D BHUVA MARG U D C T COLLAGE WADALA MUMBAI

Mrs. TARUNA PIYUSH PATEL

3 FLOOR 1 PLOT 78 KRISHNA VIHAR

R A KIDWAI ROAD WADALA MUMBAI

Mrs. FATEMA SHABBIR KACHWALA

B/408 RAJ MANDIR CHS LTD OFF YARI ROAD

VERSOVA ANDHERI WEST MUMBAI

Kind Attention,

Sub: Sanction Letter for a Loan Facility Guaranteed Emergency Credit Line (GECL)

Dear Sir,

In terms of Government of India's Emergency Credit Line Guarantee Scheme (ECLGS), we hereby offer you a Guaranteed Emergency Credit Line (GECL) by way of term loan of INR. 9,33,000/- (Rupees Nine Lakhs Thirty Three Thousand. Only) subject to acceptance of the following terms and conditions and compliance of necessary procedures as detailed here in below:

Facility	Amount (Rs. In Crores)
Term Loan	0.093300
Total	0.093300
Common Customer Code	MUM220015727

Section 1:- Conditions for individual facilities

Facility No	1	Facility Name	Term Loan
Facility Amount	9,33,000/-		
Purpose	Managing Business Working Capital Requirements.		
Tenure	48 months		



Next Review Date	At the time of default
Rate of Interest	14%
Interest payment frequency	Monthly
Processing Fees	Nil
Documentation Charges	Nil
Validity of Limits	Limit will be valid for 30 days from date of this letter or exhaustion of the limits by the Borrower under the ECLGS scheme, whichever is earlier
Eligible draw down	9,33,000/-
Principal Moratorium Period	12 months. Interest will be serviced during the moratorium period
Last Draw Down date	19 th September, 2020
Repayment Schedule	Principal Moratorium - 12 months Principal instalments - 36 instalments after moratorium. Interest Payment-Monthly

Penal Interest	Nil
Prepayment	Nil
Payment Mechanism of Interest	Monthly
Payment Mechanism of Principal	Monthly after paid 12 interest instalments

Section 2:- Security/ies

<u>Security/ies</u>	Creation of security interest on assets created out of the facility Managing Working Capital Requirements since customer has not received payments from customer.
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Section 3: - Financial Documentation

Financial Documentation	Satisfaction of all pre disbursement conditions mentioned in the later part of this letter - Undertaking collected for Turn Over
Security Related Documents	– NA
Disbursement Guidelines	– Customer undertaking cum declaration – Correct Application Form (With Photo if E-application). – Video PD Pending – New Name PAN – New Name GST Certificate – New Name MCA Name Change Certificate.
Specific Pre-disbursement Condition	– NA – –
Specific Post-disbursement Condition	– NA –

Aditya Birla Finance Ltd.

(A subsidiary of Aditya Birla Capital Ltd.)
One Indiabulls Centre, Tower 1, 18th Floor, Jupiter Mill Compound,
841, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
abfl.adityabirlacapital.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat - 362 266
CIN: U65990GJ1991PLC064603



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Sanction/Specific Conditions	Borrower hereby agrees and undertakes that: - Combined outstanding loans across all the Banks/NBFC/FI (Member Lending Institutions or MLI's) as on 29/02/2020 does not exceed Rs.50 crore and the annual turnover of up to Rs.250 crores in FY 2019-20; OR1 Accounts of FY 2019-20 are yet to be audited and finalized, so we hereby declare that the annual turnover as of 2019-20 does not exceed Rs. 250 crores; - Borrower accounts across all the MLI's as on 29/02/2020 does not exceed 60 days past due; - We have not been classified as SMA 2 or NPA by any of the MLI's as on February 29,2020 - The necessary approval has been taken from the Board of Directors/General Body (if applicable) for availing the aforesaid Facility. Requisite resolutions shall be furnished²; - We hereby undertake to create a charge on the assets created out of the Facility within a period of 3 months from the date of the disbursement of the Facility. - Availment of the above said Facility is in line with the Memorandum and Articles of Association of the Company (if applicable)³ - The Company/Firm is registered under GST or Registration under GST is ~~not applicable to the Company/Firm~~ (Strike out what is not applicable) - All the information furnished by us is true, correct and complete; - Facility will be utilized for sanctioned purposes only. We shall submit the end use certificate within []4 days from the date of disbursement. - We shall furnish all the information/statements etc. in the manner and form as required by ABFL; - I / We will abide by the rules and regulations of National Credit Guarantee Trustee Company Ltd. (NCGTC) as applicable from time to time and shall furnish such further undertakings/letters as shall be required to be furnished under the provisions of the Scheme - We shall obtain NOC from ABFL before availing credit under the ECLGS scheme from any other Bank/NBFC/FI if the amount to be availed from such Bank/NBFC/FI exceeds 20% of the outstanding credit of the Borrower with that Bank/NBFC/FI and such Bank/NBFC/FI is willing to lend ABFL's share of ECLGS Loan in terms of the Guidelines. - We understand that this lending has been furnished under the ECLGS scheme announced by the Government of India .We understand that the eligibility under the scheme is restricted only to the extent of 20% of the overall outstanding of the Borrower across MLI's as on 29/02/2020 (up to Rs.50 crores).The Borrower undertakes that though this facility is guaranteed by the Government of India, the Borrower shall be liable to make the full repayment of this facility as well as the existing facilities to ABFL failing which ABFL shall have the right to exercise their right under Applicable Law /Transaction Documents and /or proceed against the securities for the existing facility as well as the facility granted herein; - The Borrower shall not encumber the security interest created in favour of ABFL for this Facility; - No legal action is pending against me/ us / promoters / entity;

¹ Choose the appropriate option. Factual to be furnished in the event the accounts for FY 19-20 is audited else declaration to be procured

² Delete this in case the Borrower is not a Company

³ Delete this in case the Borrower is not a Company

⁴ Please put the appropriate timeline

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CAPITAL**

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	p) The Borrower acknowledges that the lending is being done in terms of the ECLGS Scheme and therefore all the rights under the Transaction documents including but not limited to assignment right, security interest, disclosure to agencies as notified by RBI or any other regulatory authority and/or right to list the defaulted borrowers names and particulars on the website of the Trustee Company i.e National Credit Guarantee Trustee Company and other rights shall enure to the benefit of the Trustee Company. q) We hereby agree and undertake that in case of default, I / we have no objection in publishing the names & details of our Company / Promoters / Directors / Partners / Directors /Trustees /Guarantors, as the case may be, by NCGTC in their website. r) We understand that the default under this Facility will be construed as a default across other Facilities given by ABFL and /or the Group and /or Affiliates and /or Subsidiaries and /or Associates to the Borrower and or their group entities and /or Associates and /or Affiliates and/or Subsidiaries; We hereby indemnify ABFL /its directors and its employees against any losses and damages that they may suffer/incur owing to sanctioning and disbursing the Facility under this scheme .
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Section 5:- General Pre-disbursement and Post Disbursement conditions

1. Form CHG-1 to be filed with ROC within 30 days from the date of execution of Security Documents of the borrower (if applicable)
2. ABFL shall, at its discretion, obtain a confidential credit report on the borrower from its other lenders.
3. We shall abide by all the internal approvals and resolutions that need to be taken for availing the Facility and creation of the requisite securities
4. All the assets charged to the ABFL are to be insured for full value covering all risks with usual ABFL clause. A copy of the insurance policy (ies) to be furnished to the ABFL within 30 days of security perfection.
5. The obligation of the Lender to make disbursements out of the Facility shall be subject to the Borrower complying with the following conditions to the satisfaction of ABF. The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL. The Borrower to furnish title investigation search and valuation of security (being mortgaged to ABFL) prior to disbursement.
6. ABFL reserves the right to appoint qualified accountants / technical experts /management consultants of its choice to examine the books of accounts, factories and operations of the borrower or to carry out a full concurrent/statutory audit. The cost of such inspection shall be borne by the Borrower
7. In case any condition is stipulated by any other lender that is more favorable to them than the terms stipulated by ABFL, ABFL shall at its discretion, apply to this loan such equivalent conditions to bring its loan at par with those of the other lenders.
8. The borrower shall forward to ABFL, provisional balance sheet and Profit & Loss Account within 3 months of year-end and audited accounts within 6 months of year end. Quarterly financial results shall be submitted within 60 days from the end of each quarter or with the filing with stock exchange for listed borrower.
9. Inspection of assets charged to ABFL may be carried out once in 6 months or at more frequent intervals as decided by ABFL by its own officials or through persons/firm appointed by ABFL. The cost of inspection is to be borne by the borrower.
10. During the currency of ABFL's credit facility(s), the borrower will not without ABFL's prior intimation in writing:
 1. conclude any fresh borrowing arrangement either secured or unsecured with any other Bank or Financial Institutions, borrower or otherwise, not create any further charge over their fixed assets without our prior approval in writing;

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2. undertake any expansion or fresh project or acquire fixed assets, while normal capital expenditure, e.g. replacement of parts, can be incurred.
3. invest by way of share capital in or lend or advance to or place deposits with any other concern (normal trade credit or security deposit in the routine course of business or advances to employees can, however, be extended);
4. formulate any scheme of amalgamation with any other borrower or reconstruction, acquire any borrower;
5. undertake guarantee obligations on behalf of any other borrower or any third party;
6. declare dividend for any year except out of profits relating to that year after making all the due and necessary provisions provided that no default had occurred in any repayment obligation and Bank's permission is obtained;
7. make any repayment of the loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted from time to time;
8. make any change in their management set-up

Section 6:- General Conditions

1. The loan shall be utilized for the purpose for which it is sanctioned and it should not be utilized for –
 - Subscription to or purchase of shares/debentures
 - Extending loans to subsidiary companies/associates or for making inter-corporate deposits.
 - Any speculative purposes.
2. The borrower shall maintain adequate books and records which should correctly reflect their financial position and operations and it should submit to ABFL at regular intervals such statements as may be prescribed by ABFL in terms of the RBI / Bank's instructions issued from time to time.
3. The borrower will keep ABFL informed of the happening of any event which is likely to have an impact on their profit or business and more particularly, if the monthly production or sale and profit are likely to be substantially lower than already indicated to ABFL. The borrower will inform accordingly with reasons and the remedial steps proposed to be taken.
4. ABFL will have the right to examine at all times the borrower's books of accounts and to have the borrower's factory(s)/branches inspected from time to time by officer(s) of the ABFL and/or qualified auditors including stock audit and/or technical experts and/or management consultants of ABFL's choice and/or we can also get the stock audit conducted by other banker. The cost of such inspections will be borne by the borrower.
5. The borrower should not pay any consideration by way of commission, brokerage, fees or in any other form to guarantors directly or indirectly.
6. The Borrower and Guarantor(s) shall be deemed to have given their express consent to ABFL to disclose the information and data furnished by them to ABFL and also those regarding the credit facility/ies enjoyed by the borrower, conduct of accounts and guarantee obligations undertaken by guarantor to the Credit Information Bureau (India) Ltd. ("CIBIL"), or RBI or any other agencies specified by RBI who are authorized to seek and publish information.
7. The Borrower will keep the ABFL advised of any circumstances adversely affecting their financial position including any action taken by any creditor, Government authority against them.
8. The borrower shall procure a consent every year from the auditors appointed by the borrower to comply with and give report / specific comments in respect of any query or requisition made by us as regards the audited accounts or balance sheet of the borrower. We may provide information and documents to the Auditors in order to enable the Auditors to carry out the investigation requested for by us. In that event, we shall be entitled to make specific queries to the Auditors in the light of Statements, particulars and other information submitted by the borrower to us for the purpose of availing finance, and the Auditors shall give specific comments on the queries made by us
9. The offer would be valid for acceptance for 30 days from the date of the issuance of letter.
10. ABFL reserves the right to alter, amend any of the condition or withdraw the facility, at any time without assigning any reason and also without giving any notice.

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11. Provided further that notwithstanding anything to the contrary contained in this Agreement, ABFL may at its sole and absolute discretion at any time, terminate, cancel or withdraw the Loan or any part thereof (even if partial or no disbursement is made) without any liability and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon and all other costs, charges, expenses and other monies outstanding (if any) shall become due and payable to ABFL by the Borrower forthwith upon demand from ABFL.

This offer letter will be effective only after execution of documents acceptable to ABFL.

Please return the duplicate copy of this letter duly accepted within 30 days hereby in token of acceptance of the terms and conditions of the above facility.

In case you do not require the said facility, please advise us by your sign off below.**

For any queries please email us at care.finance@adityabirlacapital.com

Yours sincerely,
For Aditya Birla Finance Limited

(Authorized Signatory)

ACKNOWLEDGEMENT, APPROVAL AND ACCEPTANCE:

We hereby acknowledge, approve and accept the terms and conditions detailed in this letter and agree, undertake and confirm to comply with the aforesaid terms and conditions in connection with the said facility.

Approved and accepted by:

M/S. Tempo Global Industries Ltd (Previously known as Saketh Exim Ltd),

(Authorized Signatories)

Mr. SANJAY JASHBHAI PATEL

It's Director(s) pursuant to the authority granted by Board Resolution

And

Mrs. SMITA SANJAY PATEL

It's Director(s) pursuant to the authority granted by Board Resolution

And

Mrs. TARUNA PIYUSH PATEL

It's Director(s) pursuant to the authority granted by Board Resolution

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And

Mrs. FATEMA SHABBIR KACHWALA

It's Director(s) pursuant to the authority granted by Board Resolution

OR

****I/We do not require the said facility and express our intention to opt out.**

M/s. XXXXXXXXXXXXXXXX (Borrower)
(Authorized Signatories)

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