



PRADIP OVERSEAS LTD.

Corporate Office : A/601, Narnarayan Complex, Swastik Cross Roads,
Navrangpura, Ahmedabad - 380 009. Gujarat, INDIA.
Phone : 0091-79-26560630, 26431594 Fax : 0091-79-26420408
Website : www.pradipoverseas.com

04th October, 2019.

Corporate Relationship Department, BSE LIMITED 1ST Floor, New Trading Plaza, Rotunda Building, P.J. Towers, Dalal Street, Fort Mumbai - 400 001.	The Asst. Vice President, Listing Department, National Stock Exchange of India Ltd., Exchange Plaza, Bandra Kurla Complex, Bandra (East) Mumbai - 400 051.
Scrip Code: 533178	Scrip Symbol: PRADIP

Dear-Sir/Madam,

**Sub:- Disclosure of reasons for encumbrance of shares by promoter alongwith
PAC of the Company**

**Ref:- Regulation 31 (1) read with Regulation 28 (3) of the SEBI (Substantial
Acquisition of Shares and Takeovers) Regulations, 2011.**

With reference to SEBI Circular no. SEBI/HO/CFD/DCR1/CIR/P/2019/90 dated 07th August, 2019 and enclosed herewith the disclosure as submitted by the Promoters of the Company alongwith PAC for the details reasons of encumbrance of shares of the Company above the threshold limit as prescribed under the aforementioned circular.

Kindly take note of the same.

Thanking you,

Yours faithfully,

For, Pradip Overseas Limited



(Nigam Sathavara)
Company Secretary and Compliance Officer
Membership No. : A38915

Annexure - II

Format for disclosure of reasons for encumbrance

(In addition to Annexure - I prescribed by way of circular dated August 05, 2015)

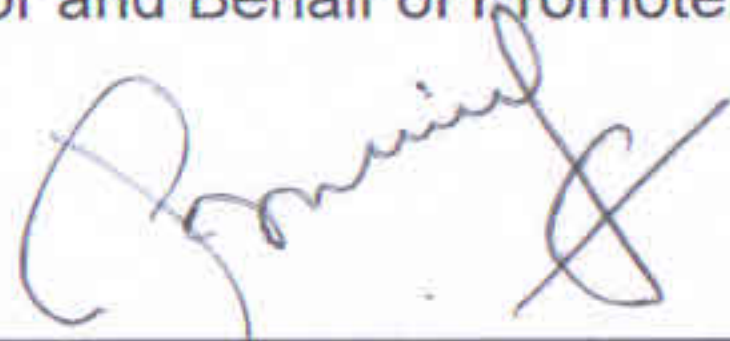
Name of listed company	PRADIP OVERSEAS LIMITED
Name of the recognised stock exchanges where the shares of the company are listed	1. BSE Limited 2. National Stock Exchange of India Ltd.
Name of the promoter(s) / PACs whose shares have been Encumbered	1. Pradipkumar Jayantilal Karia 2. Chetan Jayantilal Karia 3. Vishal Rameshbhai Karia 4. Rameshbhai Jayantilal Karia 5. Pritesh Jayantilal Karia 6. Amitaben Pradipkumar Karia 7. Bakul Jayantilal Karia 8. Roopaben Chetankumar Karia
Total promoter shareholding in the listed company	No. of shares – 2,57,92,519 % of total share capital – 53.25
Encumbered shares as a % of promoter shareholding	99.51
Whether encumbered share is 50% or more of promoter Shareholding	YES
Whether encumbered share is 20% or more of total share Capital	YES

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

		Encumbrance 1 (As per Annexure-A]
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge
No. and % of shares encumbered		As per Annexure-A
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited
	Whether the entity X is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	As per Annexure-A
	Amount involved (against which shares have been encumbered) (B)	As per Annexure-A
	Ratio of A / B	As per Annexure-A
End use of money	Borrowed amount to be utilized for what purpose – (a) Personal use by promoters and PACs	For the benefit of listed Company.

	(b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (a) Any other reason (please specify)	Details as required under this circular is mentioned into the enclosed herewith CDR Sanction Letter.
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(For and Behalf of Promoter and Promoter's Group)



Signature of Authorised Signatory:

Place: Ahmedabad
Date: 03rd October, 2019.

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

1. Name of Promoter/PAC:- Pradipkumar Jayantilal Karia

[illegible]

	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No	No	No	No	No	No	
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	24651	3625580	700112	17769616	2545725	9871875	1264468
	Amount involved (against which shares have been encumbered) (B)	8068	1125180	225036	5135256	859950	3543750	459144
	Ratio of A / B	3.05	3.22	3.11	3.46	2.96	2.78	2.75

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

2. Name of Promoter/PAC:- Chetan Jayantilal Karia

		Encumbrance 1 (Date of creation of encumbrance: 29/04/2014)	Encumbrance 2 (Date of creation of encumbrance: 19/08/2014)	Encumbrance 3 (Date of creation of encumbrance: 18/09/2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge	Pledge	Pledge
No. and % of shares encumbered		No. of shares: 153,235 % of total share capital: 0.32	No. of shares: 3,339,741 % of total share capital: 6.89	No. of shares: 5520,000 % of total share capital: 11.40
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited	Pnb Investment Services Limited	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)	NO (Security Trustee)	NO (Security Trustee)
	Names of all other entities in the Agreement	N.A.	N.A.	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No	No	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	594552	14561271	19154400
	Amount involved (against which shares have been encumbered) (B)	193076	4208074	6955200
	Ratio of A / B	3.08	3.46	2.75

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

3. Name of Promoter/PAC :- Vishal Rameshbhai Karia

		Encumbrance 1 (Date of creation of encumbrance: 23/04/2014)	Encumbrance 2 (Date of creation of encumbrance: 19/07/2014)	Encumbrance 3 (Date of creation of encumbrance: 22/07/2014)	Encumbrance 4 (Date of creation of encumbrance:19/08/ 2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge	Pledge	Pledge	Pledge
No. and % of shares encumbered		No. of shares: 26,340 % of total share capital: 0.05	No. of shares: 3,10,000 % of total share capital: 0.64	No. of shares: 15,50,000 % of total share capital:3.20	No. of shares: 24,00,000 % of total share capital:4.96
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited	Pnb Investment Services Limited	Pnb Investment Services Limited	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)	NO (Security Trustee)	NO (Security Trustee)	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.	N.A.	N.A.	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No	No	No	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	100092	1258600	6076000	10464000
	Amount involved (against which shares have been encumbered) (B)	33188	390600	1953000	3024000
	Ratio of A / B	3.01	3.22	3.11	3.46

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

4. Name of Promoter/PAC :- Rameshbhai Jayantilal Karia

		Encumbrance 1 (Date of creation of encumbrance: 03/09/2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge
No. and % of shares encumbered		No. of shares: 390000 % of total share capital: 0.81
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	1454700
	Amount involved (against which shares have been encumbered) (B)	491400
	Ratio of A / B	2.96

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

5. Name of Promoter/PAC :- Pritesh Jayantilal Karia

		Encumbrance 1 (Date of creation of encumbrance: 03/09/2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge
No. and % of shares encumbered		No. of shares: 7,50,000 % of total share capital: 1.55
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	2797500
	Amount involved (against which shares have been encumbered) (B)	945000
	Ratio of A / B	2.96

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

6. Name of Promoter/PAC :- Amitaben Pradipkumar Karia

		Encumbrance 1 (Date of creation of encumbrance: 19/08/2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge
No. and % of shares encumbered		No. of shares: 5,37,000 % of total share capital: 1.11
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	2341320
	Amount involved (against which shares have been encumbered) (B)	676620
	Ratio of A / B	3.46

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

7. Name of Promoter/PAC :- Bakul Jayantilal Karia

		Encumbrance 1 (Date of creation of encumbrance: 20/09/2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge
No. and % of shares encumbered		No. of shares: 1140000 % of total share capital: 2.35
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	3921600
	Amount involved (against which shares have been encumbered) (B)	1436400
	Ratio of A / B	2.73

As per Annexure-A

Details of all the existing Encumbrance events/ agreements pertaining to encumbrance

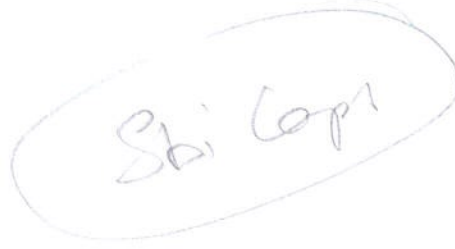
8. Name of Promoter/PAC :- Roopaben Chetankumar Karia

		Encumbrance 1 (Date of creation of encumbrance:20/09/2014)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Pledge
No. and % of shares encumbered		No. of shares: 537000 % of total share capital: 1.11
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Pnb Investment Services Limited
	Whether the entity is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NO (Security Trustee)
	Names of all other entities in the agreement	N.A.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit Rating	No
Security Cover / Asset Cover	Value of shares On the date of event agreement (A)	1847280
	Amount involved (against which shares have been encumbered) (B)	676620
	Ratio of A / B	2.73

BY.CDR (PMJ)No. / 817 /2013-14

December 16, 2013

Shri Sudhir Dayal,
Dy. General Manager,
State Bank of India,
Corporate Office,
1st Floor,
State Bank Bhavan,
Madam Cama Road,
Nariman Point,
Mumbai – 400 021.



Dear Sir,

Letter of Approval – Pradip Overseas Ltd (POL)

RESTRUCTURING PROPOSAL APPROVED UNDER CDR SYSTEM

Please refer to your proposal for restructuring of debts of Pradip Overseas Ltd. under the CDR mechanism, which was referred to CDR Cell on May 31, 2013 and admitted by CDR EG on June 24, 2013.

2. We advise that the final restructuring package in respect of POL was discussed and approved by the CDR Empowered Group (EG) at its meeting held on December 11, 2013. The details of the restructuring package as approved by CDR EG are given in **Annexure I (CDR Package)**. A copy of this letter is being forwarded to other participant CDR lenders to enable them to take necessary steps to get the package sanctioned by their competent authorities and implement it at the earliest.

3. It may kindly be ensured that as per RBI Circular dated August 27, 2008 on prudential guidelines on restructuring of advances by banks; the CDR package is to be implemented within 120 days from the date of CDR EG approval i.e. December 11, 2013. In this regard, you may please refer to **critical conditions** as mentioned in Annexure I. Lenders need to execute the Master Restructuring Agreement with the borrower within the stipulated timeframe. In any case, all endeavours should be made to comply with critical conditions at the earliest, say within three months of the date of Letter of Approval (LOA).

4. For the purpose of implementation of the approved package as also to comply with the post-implementation requirements, **State Bank of India (SBI)** is appointed as the **Monitoring Institution (MI)** to oversee the implementation of the package. Being the Monitoring Institution, SBI is required to furnish to CDR Cell periodic reports, as per the format at **Annexure – II** on monthly basis and **Annexure – III** on annual basis. The



first such information report may please be furnished for the month of January, 2014 by February 10, 2014 and thereafter for every month by 10th of the following month.

5. To facilitate the process of monitoring of progress of sanction and implementation of the approved package by respective lenders and to review the performance of the company / restructuring package on a continuous basis, a **Monitoring Committee (MC)**, comprising representatives each of SBI, Canara Bank, PNB & BOI is constituted. The MC, besides monitoring the aspects mentioned above shall also discuss and resolve outstanding issues, if any, within the framework of the approved restructuring package and seek approval of CDR EG for any variations / modifications thereof. The MC shall meet once every month or more frequently, if necessary, till the package is implemented by all the lenders / company and thereafter, once in three months. The time, date and venue should be decided by the MI in consultation with other lenders. The said arrangement shall continue for a period of two years and may be extended further, if found necessary, by the CDR. **The minutes of MC meetings should invariably be forwarded to all CDR lenders and to the company with a copy to CDR Cell, Mumbai.**

6. In order to ensure implementation of the package within 120 days from the date of approval, the Company / promoters are requested to extend full co-operation and active support for compliance of critical conditions mentioned above. The Company / promoters are advised to resolve all outstanding issues with lenders covering reconciliation of figures, preparation of MRA / TRA, appointment of legal counsel, etc., if required. In terms of Debtor-Creditor Agreement (DCA) and the terms and conditions of this Letter of Approval (LOA), the Company is requested to furnish all the necessary information and documents from time to time to all the concerned including monitoring committee members and the CDR Cell. The Company is also advised to pay the stipulated fees as indicated in Para 7 hereof.

7. **State Bank of India (MI)** may recover from the Company, a one-time fee of Rs. 100 lakh for preparation of the Restructuring package and an annual fee of Rs. 15 lakh for carrying out functions of Monitoring Institution. The TRA Bank may recover from the Company an annual fee of Rs. 20 lakh for operating the Trust & Retention Account (TRA) with effect from the date when TRA is operationalised.

8. State Bank of India (MI) shall obtain a suitable stamped undertaking for various conditions (applicable) mentioned in the package.

9. State Bank of India (MI) shall also obtain a duly acknowledged and accepted copy of this letter of approval from the Company and forward a copy of the same to CDR Cell, Mumbai. 

10. All lenders are requested to advise CDR Cell the date of sanction of the package by their respective competent authorities.

11. All figures mentioned in Annexure I / Final Report are subject to actuals / reconciliation. Also for other details / lender wise breakups please refer to final report as circulated by CDR Cell.

12. In terms of CDR Master Circular dated January 9, 2013, you are requested to pay immediately on receipt of this letter, a one-time lump sum contribution of Rs 4,00,000/- to CDR Cell by means of a demand draft drawn in favour of "CDR Fund Account" and payable at Mumbai or through RTGS the details for which are given below:

Name of account: CDR Fund A/c
RTGS Code- IBKL0000126

A/c No- 906103000000019
IDBI Bank Ltd, Cuffe Parade

This Letter of Approval is 'Provisional' subject to confirmation of minutes at the ensuing CDR EG Meeting. Any modification taken place at the time of confirmation of minutes would be advised separately.

All lenders are requested to advise CDR Cell the date of sanction of the package by their respective competent authorities.

Kindly acknowledge receipt of this letter.

Yours faithfully,



(Prakash Joshi)
Dy. General Manager

Encl: As above.

Endt. No. BY.CDR (PMJ)/ 817 /2013-14

1. Shri S.K. Chandrashekharan, Assistant General Manager, **Canara Bank**, Corporate Credit Wing, Head Office No. 112, J.C. Road, Bangalore- 560 002.
2. Shri Pankaj Tripathi, Chief Manager, **Allahabad Bank**, CDR Cell, 2, Netaji Subhash Road, Kolkata – 700 001.
3. Shri R. Rajagopalan, Chief Manager, **Indian Overseas Bank**, CDR Deptt, Central Office, P.B. No. 3765, 763, Anna Salai, Chennai – 600 002.
4. Shri A.B. Pewekar, Dy. General Manager, **Bank of India**, Star House, C 5, G Block, BKC, Bandra (E), Mumbai – 400 051.
5. Shri Ashok.K. Jain, Dy. General Manager, **Union Bank of India**, Union Bank Bhavan, 14th Floor, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021.
6. Shri A.K. Muralidharan, Dy. General Manager, **Punjab National Bank**, IRD, Head Office, 7, Bhikaji Cama Place, New Delhi – 110 607.
7. Shri. S. Manikandan, Dy. General Manager, (SAMG), **State Bank of Patiala**, Head Office, The Mall, Patiala – 147 001.
8. Shri S. Ravi, Deputy General Manager, **Karur Vysya Bank**, Divisional Office, 954, Appasaheb Marathe Marg, Prabhadevi, Mumbai-400 025.
- ✓ 9. Shri Pradip Karia, Managing Director, **Pradip Overseas Ltd.**, Plot No. 104, 105, 106 Chacharwadi Vasna, Sarkej Bavla Highway, Changodar, Ahmedabad – 382 213.


(Amit Kumar Shelankar)
Asst. General Manager

Pradip overseas Ltd. (POL)Restructuring Package Approved by CDR Empowered Group (CDR Package)RESTRUCTURING SCHEME

7.1 Salient features (details to be given institution/bank-wise as far as possible):

- i) Cut-off date: January 01, 2013
- ii) Business restructuring (taking into account the extant market conditions and future outlook for the industry): Following steps are proposed as part of restructuring exercise:

(a) Setting up the ETP Facility

The Company is presently operating at a reduced capacity utilisation (55% - 60%) due to its inability to meet state pollution control board discharge norms. However post commissioning of the ETP facility (which was proposed in the earlier restructuring, but could not be implemented due to reasons cited elsewhere above), the Company is expected to operate at a higher capacity utilisation (80%-85%) after setting up ETP facility

(b) Realization of land at Bhamsara with development of Industrial Park – net Realisations of Rs 1036.39 crore mapped in Projected Cash Flows

- iii) Reduction in Rates of Interest (ROI) on all term facilities/working capital borrowings: The proposed concessional interest rate for various facilities is as given bellow:-

Facility	Amount (Rs. crore)	Present (ROI) (%)	Proposed ROI (%)
Term Facilities (including existing Term Loan, WCTL and FITL)	543.37	12.5%	10.50%
New Term Loan	42.50	NA	11.00%
New WCTL	212.07	NA	10.50%
New FITL	234.20	NA	10.50%
WC Loan	359.78	12.5%	10.50%

Interest will be link to individual banks base rate.

- iv) **Re-phasement of existing Term Loan-I, WCTL-I and FITL-I** There shall be a moratorium of 24 months from COD for repayments of the term loan-I, WCTL-I and FITL-I instalments. Interest on TL-I, WCTL-I and FITL-I is proposed at 0.70% above BR i.e. present effective rate of 10.50% p.a. with reset due at the end of 3rd year from COD. The term loans



aggregating to Rs. 543.37 crore is proposed to be repaid in 28 structured quarterly instalments commencing from quarter March 2015 and the last instalment will be payable in quarter ended December 2021 as under:

Financial Year	Repayment as % of loan amount	Amount (Rs. Crore)
		Total
2013	0.00%	0.00
2014	0.00%	0.00
2015	0.05%	0.27
2016	1.00%	5.43
2017	16.00%	86.94
2018	16.00%	86.94
2019	18.00%	97.81
2020	20.00%	108.67
2021	20.00%	108.67
2022	8.95%	48.63
Total	100.00%	543.37

v) **Working Capital Term Loan-II:**

The irregular portion of the FBWC limits as on COD amounting to Rs. 212.07 crore, after payment of interest overdues and bank charges, shall be converted into WCTL.

- According to the Concurrent Audit report as on 31.07.2013, the drawing power is worked out at Rs. 359.78 crore.
- On account of non-functioning of ETP, the company could not execute the orders on hand and as a result the debtors of the company had to suffer. On account of the same, the debtors kept on accumulating. Receivables beyond 120 days have not been considered for calculation of drawing power.
- Interest on WCTL-II is proposed at 0.70% above BR i.e. present effective rate of 10.50% p.a. with reset due at the end of 3rd year from COD.
- FITL-II is proposed for funding of interest on WCTL-II along with interest on working capital, existing TLs and new term facilities except for Term Loan-II for a period of 2 years from COD. Interest on FITL will be paid as and when due.



- WCTL-II is proposed to be repaid in 28 structured quarterly instalments commencing from quarter ending March 2015 and the last instalment will be payable in quarter ending December 2021 as under

Financial Year	Repayment as % of loan amount	Amount (Rs crore)
		Total
2013	0.00%	0.00
2014	0.00%	0.00
2015	0.05%	0.12
2016	1.00%	2.12
2017	16.00%	33.93
2018	16.00%	33.93
2019	18.00%	38.17
2020	20.00%	42.41
2021	20.00%	42.41
2022	8.95%	18.98
Total	100.00%	212.07

vi) **Funded Interest Term Loan:**

- Interest obligations on TL-I, WCTL-I & II, FITL-I and Fund based working capital for 24 months from COD i.e. from 1st January 2013 till 31st December 2014 shall be funded as Funded Interest Term Loan amounting to Rs.234.20 crore
- Interest is proposed at 0.70% above BR, present effective rate of 10.50% p.a. for 2 years from COD. Interest rate will be reset thereafter.
- Interest on FITL-II to be paid in cash as and when falls due.
- The FITL-II shall be repaid in 28 structured quarterly instalments commencing from quarter ending March 2015 and the last instalment will be payable in quarter ending December 2021.



Financial Year	Repayment as % of loan amount	Amount (Rs crore)
		Total
2013	0.00%	0.00
2014	0.00%	0.00
2015	0.05%	0.12
2016	1.00%	2.34
2017	16.00%	37.47
2018	16.00%	37.47
2019	18.00%	42.16
2020	20.00%	42.16
2021	20.00%	46.84
2022	8.95%	20.96
Total	100.00%	234.20

vii) **Waivers:**

1. Waiver of all penal charges/ penal interest/ cumulative interest after COD.
2. Permitting Holding-on Operation till implementation of the CDR package.

viii) **Sacrifices:**

The restructuring proposal does not envisage protection of NPV of individual lenders as the interest rate required to protect the NPV will render the business unviable. However the proposal attempts to keep the NPV loss to the lenders as low as possible. The proposed NPV loss of the individual lenders is given below:

Name of the Bank	NPV Loss (Rs. cr)
1. State Bank of India	34.80
2. Canara Bank	35.04
3. Indian Overseas Bank	16.03
4. Allahabad Bank	27.37
5. Union Bank of India	6.52



Name of the Bank	NPV Loss (Rs. cr)
6. Punjab National Bank	7.66
7. State Bank of Patiala	7.69
8. Karur Vysya Bank	5.04
9. Bank of India	14.46
10. Laxmi Vilas Bank	5.00
Total CDR Lenders	159.61
Standard Chartered Bank	4.36
Total Non CDR Lenders	4.36
Total of CDR & Non CDR Lenders	163.97

ix) **New Term Loan-II for ETP:**

- There shall moratorium of 24 months from COD for repayments of the term loan instalments.
- No FITL on TL-II is proposed. Hence the company will be paying the interest on TL-II as and when due.
- Interest on TL-II is proposed at 1.20% above BR i.e. present effective rate of 11.00% p.a. with reset due at the end of 3rd year from COD.
- Term Loan-II aggregating to Rs. 30.00 crore is proposed to be repaid in 28 structured quarterly instalments commencing from quarter March 2015 and the last instalment will be payable in quarter ended December 2021 as under

Financial Year	Repayment as % of loan amount	Amount (Rs crore)
		Total
2013	0.00%	0.00
2014	0.00%	0.00
2015	0.05%	0.02
2016	1.00%	0.30
2017	16.00%	4.80
2018	16.00%	4.80
2019	18.00%	5.40



Financial Year	Repayment as % of loan amount	Amount (Rs crore)
		Total
2020	20.00%	6.00
2021	20.00%	6.00
2022	8.95%	2.68
Total	100.00%	30.00

- TL III to be financed by Standard Chartered Bank amounting to Rs 12.50 crore shall be repaid in same percentage as mentioned for TL II

The bank wise fresh assistance to be sanctioned is as shown below:

Name of the Bank	Fresh TL (Rs. crore)
1. State Bank of India	6.46
2. Canara Bank	7.93
3. Indian Overseas Bank	3.39
4. Allahabad Bank	4.37
5. Union Bank of India	0.90
6. Punjab National Bank	1.26
7. State Bank of Patiala	1.26
8. Karur Vysya Bank	0.85
9. Bank of India	2.56
10. Laxmi Vilas Bank	1.12
Total CDR Lenders	30.00
Standard Chartered Bank	12.50
Total Non CDR Lenders	42.50
Total of CDR & Non CDR Lenders	42.50



x) **Working Capital facilities:**

Based on the discussions with the company's representatives, and detailed assessment various WC limits are proposed as under:

- Outstanding of CC with various banks as on COD has been Rs. 571.88 crore. Out this Rs. 212.07 crore, being the irregularity based on drawing power as on 31.07.2013, is proposed to be converted in to WCTL as mentioned above. The balance amount of Rs. 359.78 crore will continue as CC with various WC lenders.
- The Company is presently operating at very low capacity due to its inability to meet state pollution control board discharge norms. Post implementation of the ETP facility the sales of company are expected to increase from Rs. 575 crore in FY 2014 to Rs. 720 crore in FY 2015 .There is expected increase of Rs.150 crore in sales. Current available DP amounting to Rs. 359.78 crore is considered sufficient to meet the estimated sales.
- **The company has requested for additional working capital of Rs. 50.00 crore to meet the increase in export turnover. However, the same will be examined after receipt of Audited financials for FY 2014.**
- The sharing of various lenders is as under:

Name of the Bank		%
	Cash Credit (Rs Crore)	share
State Bank of India	80.03	22.25%
Canara Bank	62.93	17.49%
Indian Overseas Bank	34.74	9.66%
Allahabad Bank	55.04	15.30%
Union Bank of India	18.33	5.10%
Punjab National Bank	20.13	5.60%
State Bank of Patiala	20.35	5.66%
Karur Vysya Bank	11.92	3.31%
Bank of India	35.84	9.96%
Standard Chartered Bank	20.45	5.68%
Grand Total	359.78	100.00%

- Drawing power as on 31.07.2013 based on concurrent audit report.



Interest on CC is proposed at 0.70% above BR from COD. Interest will be reset at the end of one year.

xi) Promoters contribution and sources thereof:

Minimum promoter's contribution shall be 25% of the lenders sacrifice. Promoters will bring 20% of lenders sacrifice upfront in compliance with RBI guidelines and balance 5% shall be brought over next 12 months. 25% of lenders sacrifice amounts to Rs. 40.99 cr. However, the company proposes to infuse Rs. 42.06 crore (being 25.65%) and the same shall be infused in the following manner:

- a. Rs. 33.65 cr (20.52%) will be brought upfront. The same will include conversion /adjustment of unsecured loans of Rs. 14.40 cr, which was brought post COD by the Directors, into equity / preference shares.
- b. Balance 5% i.e. Rs. 8.41 cr (5.13%) will be brought over next 12 months.

xii) Upfront payment:

Promoter shall infuse Rs. 33.65 cr upfront in FY14, which shall include Rs. 14.40 cr in the form of conversion of unsecured loan to equity.

xiii) Additional security: None

xiv) Security conditions (may include pledge of promoters' equity in the Co.)

xv) The details of existing security structure are provided in Annexure VIII. However the MC/Lenders have decided in favour of common pooling and sharing of all securities with all the lenders of the Company. The security structure, as discussed and agreed upon by the MC members/other lenders, is as follows:

Primary Security	For WC limits/WCTL/FITL Limits &TL-III: (Existing and fresh additional) First Pari- passu charge over the entire current assets (both present & future) of the Company. For TL-II First Pari- passu charge over the asset acquired / to be acquired for ETP Plant.
Collateral Security	For all limits: (Existing and fresh additional) i. First Pari- passu charge over the entire fixed assets (both present & future) of the Company except ETP Plant. ii. Other properties including the land at Bhamsara as enumerated in Annex-VII. For TL/WCTL/FITL limits: (Existing and fresh additional) Second Pari- passu charge over the entire current assets (both present & future) of the Company.



Following properties were earlier proposed as additional securities for securing various facilities of the company which are proposed to be replaced by equivalent value of land at Bhamasara land on account of non- mortgage of the said properties due to family dispute.

Open plot located at plot no 686, Survey No 752/4, OppKarnavati club, S G Highway Ahmedabad admeasuring 818 SqMtr (Charge yet to be created in absence of BU permission)	Shri Pradip Karia	EM	7.36	7.36	March 07, 2012	Realisable Sales Value as per our empanelled valuer Shri Rakesh Narula& Co
Residential Flat No. 602 (Adm 2195 Sqmtr) & 802 (Adm 2195 Sqmtr), Survey no. 1252, 1253, F.P. No. 178, T.P. Scheme no. 3 at Village Vejalpur, Behind TVS showroom, 100 feet road, Anand Nagar, Ahmedabad (Charge yet to be created in absence of BU permission)	The Company	EM	1.51	1.51	March 07, 2012	Realisable Sales Value as per our empanelled valuer Shri Rakesh Narula& Co.

Personal and Corporate Guarantee:

Facility	Name
For all the facilities	Shri Pradip J Karia
	Shri Chetan J Karia
	Shri Ramesh J Karia
	Shri Bakul Kumar J Karia
	Shri Pritesh kumar J Karia
	Shri Vishal R Karia
	Smt Manjulaben J Karia
	Corporate Guarantee of
	-Pradip Enterprises Ltd.
	-Pradip Exports
	(Property holder limited to value of property offered)



xvi) Statutory compliance:

The Company shall undertake to comply with applicable statutory regulations. The Monitoring Institution along with the Monitoring Committee shall ensure the same.

xvii) Right of recompense:

Lenders, with the approval of CDR EG, shall have the right to recompense the reliefs/ sacrifices/ waivers extended by respective CDR lenders as per CDR guidelines.

xviii) Right to reverse the waivers:

Lenders shall have right to reverse waivers with the approval of CDR Cell.

xiv) Prepayment Charges: In case company able to monetise industrial HUB project earlier than projected levels there will be no prepayment charges for prepayment of the loan.

7.2 The cost of scheme and means of finance envisaged

	FY13	FY14	FY15	Total
Cost of Scheme (Rs crore)				
Capital Expenditure (ETP)		34.92	2.00	36.92
Upfront payment to FIs/banks		0.00	0.00	0.00
Repayment of FIs/banks' dues		0.00	0.47	0.47
Cash Loss (Including FC fluctuations)	35.28	126.88	65.89	228.04
Increase in Net Current Assets (Including Industrial Hub)		47.45	68.19	115.64
Others		5.00	0.68	5.68
Total	35.28	214.25	137.22	386.74
Means of Finance				
Promoter Contribution	6.00	33.65	8.41	48.06
FITL	29.28	117.10	87.81	234.19
Fresh Term Loans(s) (for ETP and FC fluctuations)		42.50	0.00	42.50
Unsecured Loans (For Industrial Hub)		11.00	31.00	42.00
Other Debtor Realizations		10.00	10.00	20.00
Total	35.28	214.25	137.22	386.74

7.3 Promoters' contribution as a %age of the 'Cost of Scheme plus Waivers and Sacrifices of Secured Creditors'

As mentioned above



7.4 Details of working capital requirement and financing thereof

None

7.5 Details of fresh assistance to be sanctioned (institution/bank-wise)

As mentioned above

7.6 **Details of the fixed assets (land, building and machinery) and investments which are proposed to be sold as part of the Restructuring Scheme**

The Company proposes to sell the land at Bhamsara and to utilize the sale proceeds towards repayment of outstanding lenders. Total sales proceeds from the same are estimated at Rs. 1,187.41 cr.

7.7 Constitution of an Asset Sale Committee (ASC) comprising members from the Company, Lead bank, Lead Institution, Institution/bank which had made a reference to CDR Cell and, if required, from the State Government concerned

An Asset Sale Committee (ASC) will be formed, which will include members of Monitoring Committee and Company's representatives to undertake sale of developed land at Bhamsara. To facilitate sale of developed land, the ASC shall be empowered by all the lenders to take decision on their behalf for release of security in favor of prospective buyers upon receipt of booking and sales amount in the Company's TRA account. The Monitoring Institution will issue NOC on behalf of ASC upon receipt of sale proceeds for the respective plots.

7.8 Interim relief proposed (till implementation of CDR package)

- Lenders not to recover any loan installments and interest
- Lenders not to levy/recover any penal charges, liquidated damages, compound interest and any other charges for delayed irregularities
- Continuation of existing working capital limits at existing outstanding level (FB + NFB)
- Till implementation of restructuring package, cash/cheque deposits made in the Company's account would be allowed to be withdrawn, without any adjustment against any dues payable to the lenders
- All payments made post COD for the period beyond COD to be refunded post restructuring

7.9 Other details of the Restructuring Scheme

- i) The Company has incurred currency hedging losses to the tune of Rs. 12.5 cr, which is payable to Standard Chartered Bank (The proposed amount is subject to crystallisation of contracts. Actual amount to be considered at the time of execution of MRA). In this regard, a new term loan facility is proposed from Standard Chartered Bank for payment of the same and the same shall be repaid over a period of 7 years as per the schedule mentioned earlier.



- ii) The Company proposes to tie up with Sahajanand Reality Pvt. Ltd. (SRPL) for development of its land at Bhamsara. As part of their agreement SRPL shall organize an unsecured priority loan of Rs. 42 cr to meet working capital requirement of the development project for a period of 24 months from the date of commencement of project work. The same shall continue to stay invested in the project till the time the booking amount is adequate to fund the working capital requirement of the project. For the proposed loan, the Company shall pay an annual interest rate of 16.00% to SRPL. Once the project generated enough cash flow to sustain its funding requirements the surplus cash shall be utilised towards repayment of unsecured loan.
- iii) As part of CDR package, it is proposed to refund/waive interest/ penal interest/ interest on interest / other penal charges/ on the delayed payments from the cut-off date till the implementation of the package. The excess interest charged over and above the applicable rate of interest as per CDR package from cut-off date till the implementation of the package is to be refunded. While implementing the package, in case there is any surplus available on account of interest differential, the same is proposed to be refunded back to POL in the TRA account.
- iv) Lenders, with the approval of CDR EG, shall have the right to recompense the reliefs/ sacrifices/ waivers extended by respective CDR lenders as per CDR guidelines.
- v) Lenders shall have right to reverse waivers with the approval of CDR Cell.
- vi) Reduction of margin on debtors to 25% and tenor of 120 days for calculation of drawing power of the company.
- vii) Lenders will be required to progressively release security on the industrial plots proposed under the land development scheme in favour of customers against receipt of money in the TRA account held with the Monitoring Institution.
- viii) Events of default: As per CDR terms and conditions.
- ix) Periodic Monitoring of Account through the Concurrent Audit in terms of CDR guidelines.
- x) TRA shall be opened with the SBI (WC lead bank) and all cash flows shall be routed through TRA to ensure fund utilization as per the scheme. Pre-TRA has already been opened with us.
- xi) The proposed repayment shall be subject to acceleration clause depending upon actual cash flow of the company.
- xii) Upon sanction of scheme the company shall submit CA certified quarterly results from the statutory auditors.
- xiii) Any deficit in estimated internal accruals during the restructured period shall be made good by additional promoters' contribution (non interest bearing funds).
- xiv) The cash flow of the company shall be monitored through Escrow account under TRA mechanism.
- xv) MI shall appoint Concurrent Auditor upon sanction of the scheme.
- xvi) As per the CDR Guidelines, and as directed by CDR EG, any disproportionate recoveries after the date of reference shall be corrected in such a way that all the lenders are at par.



VIII. ADDITIONAL CONDITIONS

8.1 Additional conditions:

1. The Promoters shall furnish unconditional and irrevocable personal guarantee in the form and manner acceptable to CDR EG.
2. The Promoters shall pledge their entire shareholding in favour of the Lenders in demat form with voting rights. In case of issuance of fresh Equity Shares or similar instruments carrying voting rights, they would also be pledged in favour of the lenders.
3. The Borrower shall procure and furnish an Undertaking from the promoters to bring additional funds for meeting any cash flow shortage to service lenders' debt/interest, if required by CDR EG.
4. The Promoters/Borrower would arrange to furnish additional collateral security, if required by CDR EG.
5. The Borrower/CDR Lenders shall file Consent Terms, in respect of any pending dispute or litigation before debt recovery tribunal/courts where recovery application/suit is pending.
6. The company shall broaden its Board of Directors and strengthen Management set up by inducting outside professionals to the satisfaction of Lenders.
7. The company shall not effect any change in management set up without prior permission from CDR EG.
8. The Borrower shall not incur any capital expenditure save and except those permitted in terms of the CDR package without prior approval of CDR EG.
9. The Borrower shall not sell any of its fixed assets/investments save and except those permitted in terms of the CDR package, without prior approval of CDR EG and shall furnish requisite undertaking in this regard. However, the Borrower shall sell its non-core assets, wherever applicable and an 'Asset Sale Committee' would be set up with the approval of CDR EG for sale of such assets.
10. The Company shall not declare any dividend on its equity shares without prior consent of lenders/CDR EG.
11. The Borrower shall not escrow its future cash flow (except discounting of bills in the normal course of business) or create any charge or lien or interest thereon of whatsoever nature except as provided in CDR package, without the approval of CDR-EG.



12. The Company shall not make any investments in other Companies or elsewhere without prior approval of CDR EG.
13. In the event of the Borrower committing default on the repayment of installment of the loan or payment of interest on the due dates, the lenders shall have an unqualified right to disclose the name of the company and its directors to the Reserve Bank of India (RBI)/Credit Information Bureau of India (CIBIL). The company shall give its consent to lenders or RBI/CIBIL to publish its name and the names of its Directors as defaulters in such manner and through such medium as lenders/RBI/CIBIL in their absolute discretion may think fit.
14. In the case of any future induction of private equity/ECB/Venture capital funds/any other source for prepayment, the prepayment will be on pro-rata basis amongst different debt instruments. However, any changes thereof could be approved by CDR EG.
15. Any OTS or settlement the company may enter with non-CDR members will be subject to prior approval of CDR EG. NPV of such settlements should be, as far as possible, less than the NPV calculated on the basis of CDR package agreed by lenders.
16. The company shall keep the lenders informed of any legal proceedings, the outcome of which would have a material impact on the debt servicing capability of the company. In consultation with the lenders, it shall take such remedial actions, as may be required in the best interest of the company and the lenders.
17. Save as aforesaid all other terms and conditions of the earlier loan agreements entered into between the company and the institutions shall apply mutatis-mutandis, to the extent not contrary to the terms of CDR package.
18. The borrower cannot open/maintain any account or avail any type of banking services/facilities from any bank (s) other than Banks/FIs from whom the borrower is enjoying credit facilities. Any deviation in this regard needs to be approved by CDR Empowered Group.
19. CDR Lenders, with the approval of CDR EG, shall establish Trust & Retention Account (TRA) and enter into a Trust & Retention Account Agreement. The Borrower would ensure submission of quarterly/annual cash flows to all CDR lenders.
20. CDR lenders shall appoint at the sole cost and expense of the Borrower a Concurrent Auditor during the currency of the package, to review the operations of the company on a periodic basis, monitoring the operations of TRA and any other work that may be assigned by the lenders.



21. CDR Lenders, with the approval of CDR EG, shall have the right to revoke the CDR package in case the Borrower commits an event of default, as described in the existing loan agreement or in the MRA or any Facility Agreement. The CDR lender has to inform CDR EG within seven days of the event of default and proposed course of action on the same. CDR EG would give a decision on the same within 60 days, if not then individual lenders are permitted to take action at their discretion.
22. The CDR Lenders, with the approval of CDR-EG, shall have the right to renegotiate the terms of restructuring including accelerating the repayment schedule in the event of better performance by the Borrower vis-à-vis projections. Under such circumstances the company shall clear dues as per accelerated repayment schedule without demur.
23. The CDR Lenders, with the approval of CDR EG, shall have the right to recompense the reliefs/sacrifices/waivers extended by respective CDR Lenders as per CDR guidelines.
24. CDR Lenders, with the approval of CDR EG, shall have a right to reset the rate of the term loan/s after every 3 years (or shorter period as decided by CDR EG) and working capital interest rate every year.
25. All participating CDR lenders shall be entitled to retain or appoint nominees on the Board of Directors of the company during the currency of their assistance.
26. CDR Lenders shall have a right to convert entire/part of defaulted interest and entire/part of defaulted principal into equity as per SEBI pricing formula in the event of default. However, in the case of those CDR Lenders who already have default conversion rights, the same would be governed by existing loan covenants. The company/promoters shall take necessary steps and obtain all requisite/necessary/statutory/other approvals for such allotment of equity shares or a part of it in terms of their existing loan agreements.
27. (a) CDR Lenders shall have a right to convert into equity upto 20% of the term debt outstanding beyond seven years as per SEBI guidelines/loan covenants whichever is applicable.
(b) As regards WCTL and FITL, the conversion option would be available at any time during the restructuring period.

In the event the lenders or any of the lenders exercises its right to sell the shares issued in terms of the conversion clause as (a) or (b) above, the first right of refusal to buy back the shares would be offered to the promoters.

28. Individual lenders shall have right to assign/hypothecate/transfer their outstanding to any Asset Reconstruction company/Bank/or any other entity, in terms of CDR guidelines.



8.2 Other Conditions pertaining to Class B Borrower

- a) The Company shall procure and furnish an unconditional and irrevocable Corporate Guarantee of Group companies, if so stipulated by CDR EG.
- b) The Promoters of POL shall raise additional contribution by way of equity/and/or unsecured (subordinate) loans on terms and conditions stipulated by/acceptable to CDR EG.
- c) The Company shall arrange to bring back funds/investments diverted in the associate Companies, if applicable in the case within a time frame, and as stipulated by EG.

8.3 Monitoring of the Restructuring Scheme

- a. Lenders shall appoint concurrent auditor to monitor the implementation of the CDR scheme at the sole cost and expense of POL.
- b. Lenders may also appoint a Project Management Consultant at sole cost and expense to POL, for monitoring the implementation of land development project and any other expansion projects being undertaken by POL, and submit monthly progress report to the Lenders.
- c. MC shall report the progress of implementation of the approved Restructuring Scheme to the CDR Cell on a monthly basis. In case of any difficulty in implementation of the approved Restructuring Scheme, MC may approach the CDR EG for necessary direction and/or guidance. In case of any dispute between the lenders, the MC and POL in respect of implementation of the approved Restructuring Scheme, the decision of the CDR EG shall be final and binding on the parties to that dispute. MC shall undertake regular reviews to examine the necessity of continuing the concessions granted.
- d. Following operating practices are to be observed for smooth conduct of MC meetings:
 - i. Till such time a restructuring package is sanctioned and fully implemented by all lenders, the JLM/MC meetings should be convened by the Monitoring Institutions generally once in a month and thereafter, at least once in every three months. At least one JLM meeting every year should be held at the Company's plant.
 - ii. MC should monitor sanction, implementation and compliance of terms and conditions of the package in a time-bound manner by lenders/POL/promoters.
 - iii. MC should monitor the progress and operational/financial performance of POL as per CDR package.
 - iv. MC should ensure completion of documentation such as MRA, TRA, security creation etc in a time bound manner.
 - v. MC should ensure reconciliation of various figures and work out recompense amount.
 - vi. MC should discuss the outstanding issues between lenders/POL /promoters and suggest remedial steps for their resolution.
 - vii. MC should make recommendations on appointment of Concurrent Auditor/special agencies/valuers etc. The promoters/company officials and, if considered necessary, the Concurrent Auditors, Lenders' Engineers also should be invited to the MC meetings as special invitees.



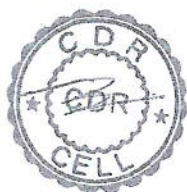
- viii. All expenses for conduct of MC meetings are to be borne by POL and stipulation to this effect should be included in CDR LOAs.

8.4 Implementation of Restructuring Schemes

- a. As per the latest CDR guidelines, the approved package would be implemented within 120 days from the date of approval by CDR EG.
- b. Any delay in sanction and implementation of the restructuring package will be construed as an event of non-compliance and in terms of the Inter-Creditor Agreement; non-complying lenders might be called upon to pay compensation as might be determined by the CDR Core Group.
- c. On approval of the restructuring package, Monitoring Institution (MI) should within 10 business days circulate draft MRA incorporating necessary modifications in terms of restructuring package, without waiting for the sanction letter from individual members. Lenders should convey their observations/suggestions within three weeks of receipt of draft MRA from MI. If no communication is received from lender(s) within three-weeks, it may be treated as if the lender has no objection to the draft MRA. Thereafter, MI should incorporate relevant suggestions/modifications to the draft MRA and fix the date for execution of MRA within a week's time.
- d. Similarly, the TRA Bank should circulate the draft TRA incorporating necessary modifications in terms of restructuring package and circulate the same to the lenders on receipt of letter of approval from CDR cell. The lenders shall convey their suggestions/modifications within three weeks of receipt of draft TRA. If no communication is received from lender(s) within three weeks; it may be treated as if the lender has no objection to the draft TRA. Thereafter, TRA Bank should incorporate relevant suggestions/modifications to the draft TRA and fix the date for execution of TRA within a week's time.

8.5 Information Rights

- a. The Lenders shall be entitled to receive additional information from the Company in respect of matter set out below:
 - i) Quarterly Information requirements
 1. Unaudited quarterly financial statements, including cash flow statements certified by the Managing Director, within 30 (Thirty) days of the end of each quarter of a Financial Year;
 2. Quarterly management reports in accordance with the management information system approved by the Lenders, within 30 (Thirty) days of the end of each quarter;
 - ii) Annual Information requirements
 1. Unaudited annual financial statements certified by the Managing Director, including cash flow statements within 30 (Thirty) days from the end of the relevant Financial Year, beginning from the Financial Year ended March 31, 2014 onwards;
 2. Audited annual financial statements, including cash flow statements certified by the Statutory Auditors, within 90 (Ninety) days from the end of the relevant Financial Year, beginning from the Financial Year ended March 31, 2014 onwards;



8.6 Non-compete

Each of the Promoters shall not, except on behalf of and for the Business of the Company, directly, or indirectly (whether in their own capacity or in conjunction with or on behalf of any other Person), do any of the following:

- i) work for, associate with in any way or carry on, directly or indirectly (including as an employee, adviser, shareholder, consultant, representative, agent or proprietor or partner or director of any such Person or through any of their Affiliates), any business as a Competitor of the Company; or
- ii) engage, set up, promote, sponsor, finance or invest in a business, venture or company which deals with or offers the same or similar products and/or services as that of Company; or
- iii) execute any agreement or enter into any arrangement with any person/ entity relating to a business similar to or identical with the business of the Company, or participate in the management, operation, or control of, or be financially interested in, or become a director, officer, partner, executive or whole-time consultant of or to any business competing with the business of the Company; or
- iv) provide any know-how or technical assistance to any person/ entity in relation to the Business or any business similar or identical thereto; or
- v) divulge or disclose to any person/ entity any information (other than information available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction) relating to the business of the Company, the identity of its customers, vendors, its products, finance, contractual arrangements, business or methods; or
- vi) Engage in or agree to engage in any other act or thing analogous to the foregoing that would prejudice the interests of the Lenders or the Company.

8.7 Other Conditions

- The Lenders shall have the right to conduct business, financial, tax, legal or forensic review of the Company and its Affiliates from time to time. The review shall be conducted by one or more independent qualified consultants recommended by the Lenders and the scope of work of such consultant shall also be decided by the Lenders. Such consultant shall be appointed at the costs and expenses of the Company. The Company and the Promoters shall provide all co-operation and assistance to such independent consultant and make available all documents and relevant information with respect to the Company and its Affiliates to such consultant to enable him to perform such review.
- In the event the Company is unable to show satisfactory progress on development of the land parcel at Bhamsara, the lenders shall have the right to appoint any other consultant to initiate proceedings for sale of the undeveloped land and the proceeds shall be utilized for repayment of the outstanding dues.
- Prior approval of the lenders and the CDR EG would be required for the promoters to make any investment of over Rs. 1.5 cr in any sort of venture, apart from the current business.
- The lenders, with approval from CDR EG, will have right to effect change in Management, if the Company fails to adhere to the condition(s) stipulated in the restructuring package, or is unable to meet its obligations as per the restructuring package.
- **All disbursements towards the ETP plant will be made through the TRA account held with the MI.**



Annexure II

Information to be furnished by the lead on implementation of Restructuring Scheme as approved by the CDR Empowered Group

1. Name of the company: **Pradip Overseas Ltd.**

2. Date of sanction of scheme by CDR Empowered Group:

3. Details of the proposal (to be limited to the institution/bank furnishing the information)

Name of the institution /bank which referred the case/participating lenders etc.	Date of approval of the scheme by Empowered Group	Details of Package Approved	Comments
i.			
ii.			
iii.			
iv.			
v.			
vi.			

4. Progress in implementation:

Date of reference to the delegated authority seeking approval	Date of approval by the delegated authority	Date of effectiveness of the package in the books of institution/bank	Date of Communication to the Assisted Unit	Reasons for delay in effecting the package, if any.

5. Monitoring Committee :

Sr.No.	Member FI/Bank	Represented By
1.		
2.		
3.		

6. Payment Record of the Company

Name of the Bank	Aggregate payments made by the Company as on date	Aggregate payments as envisaged in the restructuring package	Outstanding as on date
i.			
ii.			
iii.			
iv.			

Observations/comments, if any, on payment record of the company

7. Status of approval/implementation of restructuring scheme by non-member banks/institutions/ unsecured lenders



8. Fulfillment of company's/promoters' obligations as envisaged in the scheme. (i.e. Condition-wise Status of compliance of conditions of restructuring package)
9. Difficulties faced, in the opinion of the lead, in implementation of the scheme Outstanding Issues and solution thereof.
10. Suggestions/Recommendations of Monitoring Committee for relaxation/modifications in terms/conditions of package to CDR EG.
11. Appointment of Concurrent Auditor and Concurrent Auditors' observations.
12. Status on quality of asset

Name of the Bank	Classification of asset when in CDR	Present classification of account	Remarks, if Any

13. Summary of company's operational and financial position (to be forwarded on quarterly basis. However, any relevant qualitative or quantitative information if available, to be reported on monthly basis.

Particulars	Actuals Qtr/Half year/9 months/full year	For Corresponding CDR Projections	Estimates for full year	CDR Projection for full year
Installed Capacity (unit-wise)				
Capacity Utilisation (unit-wise)				
Production (unit-wise)				
Gross Sales (Rs. in crore)				
Net Sales (Rs. in crore)				
PBIDT (Rs. in crore)				
Lease rentals (Rs. in crore)				
Interest (Rs. in crore)				
Depreciation (Rs. in crore)				
PBT (Rs. in crore)				
PAT (Rs. in crore)				
Net cash accruals (Rs. in crore)				

14. Reasons for improvement / deterioration in performance vis-à-vis CDR Projections. Corrective measures taken by the company to improve its performance (in case of deterioration).
15. The Company's product positioning in the market at present, status of change in management, if any etc.
16. Specific observations / comments, if any.



Annexure – III

Information to be furnished by the Monitoring Institution

Performance of the Company

(CDR projections during tenure of package)

(Rs. crore)

	1 st year		2 nd year		3 rd year		4 th year		5 th year	
	Proj.	Actual	Proj.	Actual	Proj.	Actual	Proj.	Actual	Proj.	Actual
Net Sales										
EBITDA										
Interest										
Depreciation										
PAT										

	6 th year		7 th year		8 th year		9 th year		10 th year	
	Proj.	Actual	Proj.	Actual	Proj.	Actual	Proj.	Actual	Proj.	Actual
Net Sales										
EBITDA										
Interest										
Depreciation										
PAT										



