

SPECIMEN OF DRAFT RESOLUTIONS TO BE PASSED BY THE BOARD OF ASSISTED CONCERNS APPROVING THE SANCTION TERMS AND AUTHORISING EXECUTION OF DOCUMENTS.

[When Bank Guarantee is a Security]

The Chairman informed the Board that arrangements have since been made with M/s. Indian Renewable Energy Development Agency Limited (IREDA) (A Government of India Enterprise and notified Public Financial Institution) for loan assistance for the Company's project envisaging setting up _____ of _____ project at _____ and IREDA has agreed in-principle, to grant to the Company a Term Loan of Rs. _____ Lakhs (Rupees _____ only).

The Chairman, therefore, requested the Board to pass the following resolutions which, after some discussions, were passed:

1. That the Company do accept the offer of M/s. Indian Renewable Energy Development Agency Limited (IREDA) and that THE COMPANY DO BORROW from IREDA Rupee Loan not exceeding Rs. _____ Lakhs (Rupees _____ only) on the terms and conditions contained in the IREDA's Sanction Letter No. _____ dated _____ received from IREDA (a copy whereof duly signed by the Chairman for the purpose of identification had been circulated to the Board and was placed on the table of the meeting). and also to avail interim disbursement/s from time to time as may be allowed by IREDA at its sole discretion.
2. That the following Directors viz., Shri _____ and Shri _____ of the Company be and are hereby authorized severally to convey to IREDA acceptance on behalf of the Company to the said offer of the loan assistance on the terms and conditions contained in their Sanction Letter referred to above and agree to such changes and modifications in the said terms and conditions as may be suggested and acceptable to IREDA from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.

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3. That the company do provide Bank Guarantee from a Scheduled Commercial Bank as security for the Loan sanctioned by IREDA in such form as IREDA may require.
4. That the aforesaid standard form of Loan Agreement be and is hereby approved and the following Directors, viz., Shri _____ and Shri _____ BE AND ARE HEREBY severally authorized to accept on behalf of the Company such modifications therein as may be acceptable to IREDA and to finalise the same.
5. That the *Common Seal of the Company be affixed to the stamped engrossment(s) in duplicate on the Loan Agreement(s) (as per the Standard Form with such modifications as may be agreed to between IREDA and the Company) in the presence of any two of the following directors, viz., Shri _____ and Shri _____, and Shri _____, Company Secretary/Authorised Person/Officer, who shall sign the same in token thereof.
1. That the company shall execute the Loan Agreement(s) relating to the above facility within the period stipulated by IREDA, the condition being that till such agreement(s) is executed, there is no binding obligation or commitment on the part of IREDA to advance any money or incur any obligation therefor.
7. That Shri _____ and Shri _____, Directors of the Company be and are hereby severally authorized to accept amendments to such executed Loan Agreement(s) and other documents as and when become necessary and to sign Deeds, Letter(s) of Undertakings, Declarations, Agreements and other papers which the Company may be required to sign for availing of the aforesaid facility/loan and if so required, the *Common Seal of the Company be affixed thereto in the presence of any two of the following Directors, viz., Shri _____ and Shri _____, and Shri _____ Company Secretary/ Authorised Person/Officer who shall sign the same in token thereof.

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8. Copies of the foregoing resolutions certified to be true copies by Secretary/Director of the Company be furnished to IREDA and IREDA may be requested to act thereon.

Certified to be True Copy

For _____

(_____)

Director.

- * To be modified in accordance with provisions of Articles of Association of the Company.

Note:

The draft resolution can be modified suitably, if the Borrower is not a Company, that is to say, if the status of the Borrower is other than a Company registered under the Companies Act.