

FOMENTO RESORTS AND HOTELS LIMITED**Unit : Cidade de Goa, Vainguinim Beach, Goa - 403 004, India.****Tel.: 91 (832) 2454545 Fax : 91(832) 2454541 / 42****CIN : L55101GA1971PLC000113****Email: cs@cidadedegoa.com, Website: www.frhl.in**

FRHL/BSE/034/19

April 18, 2019

To,
The Corporate Relationship Department,
BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400001

Dear Sir/Madam,

Sub: Disclosure pursuant to Regulation 30 of SEBI(LODR) Regulations, 2015**Ref: Security code: BSE- 503831**

In terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated 09.09.2015, subject disclosure, as required under Para 5 of Part B of the said Circular, is hereby made in connection with the loan agreements/credit arrangement executed on April 18, 2019 between the Company and IndusInd Bank Limited.

May we request you to take the information on records.

Thanking you,

Yours faithfully,

For **FOMENTO RESORTS AND HOTELS LIMITED**
ASMEETA MATONDKAR
COMPANY SECRETARY

Encl: as above

Disclosure under Regulation 30 of SEBI (LODR) Regulations, 2015 , w.r.t. Loan Agreement with IndusInd Bank Limited

1.	Name(s) of parties with whom the loan agreement is entered;	<p>Lender: IndusInd Bank Limited (IBL)</p> <p>Borrower: Fomento Resorts and Hotels Limited</p> <ul style="list-style-type: none"> • Term Loan Agreement dated April 18, 2019
2.	Purpose of entering into the agreement;	Development and Construction of New Hotel project at Vainguinim, Goa and reimbursement of capex incurred for the New Hotel Project at Vainguinim, Goa over and above stipulated equity contribution for the construction of new hotel project.
3.	Size of agreement	INR 315,00,00,000 (Indian Rupees Three Hundred and Fifteen Crores)
4.	Shareholding ,if any, in the entity with whom the agreement is executed;	None
5.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	<ol style="list-style-type: none"> 1. Right to restrict formulation of any scheme of amalgamation/reconstitution. 2. Right to restrict material change of Company's business 3. Restriction on material change in the management without prior approval of the IBL 3. Right to restrict the Company from undertaking guarantee obligation on behalf of other companies/group companies/associates/affiliates 4. Restrict declaring of dividend for any year except out of the profits relating to that year . 5. Right to appoint a Nominee Director in case of default 6. Right to recall the entire loan outstanding and the entire amount to be repayable immediately upon occurrence/happening of any event of default. <p><i>Note: The meaning of the word "default" will be construed as stated in the Sanction letter and other</i></p>



		<i>Finance documents pertaining to this facility of Rs. 315 crores from IndusInd Bank Limited which is incremental to the erstwhile facility of Rs. 85 crores.</i>
6.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	Not Applicable
8.	In case of issuance of shares to the parties ,details of issue price, class of shares issued;	Not Applicable
9.	In case of loan agreements ,details of lender ,nature of the loan, total amount of loan granted, total amount outstanding ,date of execution of the loan agreements/sanction letter, details of the security provided to the lenders for such loan;	<p>Details of Lender: IndusInd Bank Limited, One Indiabulls Centre, 11th Floor, Tower 1, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013 India</p> <p>Nature of Loan: Rupee Term Loan</p> <p>Total Amount of Loan granted: Rs. 315,00,00,000/- (Indian Rupees Three Hundred and Fifteen Crores)</p> <p>Total amount outstanding: Rs. 315,00,00,000/- (Indian Rupees Three Hundred and Fifteen Crores)</p> <p>Date of Execution of Loan agreement: April 18, 2019</p> <p>Date of Sanction Letter: March 28,2019</p> <p>Details of Security Provided:</p> <ol style="list-style-type: none"> 1. First pari passu charge by way of mortgage on immovable properties in relation to existing hotel, & the under construction new hotel project (New Hotel) at Vainguinim, Goa, present and future. 2. First pari passu charge by way of hypothecation of the movables including movable plant and



		<p>machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, in relation to existing hotel, & the under construction new hotel project (New Hotel) at Vainguinim, Goa, present and future.</p> <p>3. First pari passu charge on current assets, operating cash flows, receivables, commissions, revenues of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future in relation to existing hotel, the under construction new hotel project (New Hotel) at Vainguinim, Goa and at Aarvli, Sindhudurg.</p> <p>4. Negative lien on movable and immovable fixed assets of Aarvli, Sindhudurg - Maharashtra.</p> <p>5. Personal Guarantee of Promoters</p>
10.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc;	Nil
11.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s);</p> <p>(i) Name of parties to the agreement;</p> <p>(ii) Nature of the agreement;</p> <p>(iii) Date of execution of the agreement;</p> <p>(iv) Details of amendment and impact thereof or reasons of termination and impact thereof.</p>	Not Applicable -


