

FACILITY AGREEMENT

This Facility Agreement ("**Facility Agreement**") is made on the date and at a place as mentioned in the Schedule 1 by and between the Borrower, being the person(s) named in the Schedule 1 hereof (hereinafter referred to as the "**Borrower**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)), of One Part

The expression 'Borrower', unless it be repugnant to the context or meaning thereof, shall mean and include: (i) in the event that the Borrower is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators; (vi) in the event that the Borrower is a society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vii) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors of the One Part;

AND

AU SMALL FINANCE BANK LIMITED, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur - 302001, Rajasthan, hereinafter called as the "**Bank**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **OTHER PART**. The Borrower and the Bank shall hereinafter be individually referred to as a "Party" and collectively as "Parties".

1. Definitions and Interpretations

1.1 DEFINITIONS

Other than as defined in the body of the Facility Agreement and the Terms and Conditions and unless there is anything repugnant to the subject or context thereof, the terms listed below shall have the following meanings viz.

- a. "**Account**" shall mean the current account of the Borrower with the Bank or the account required to be opened by the Borrower at the branch of the Bank so as to avail the Facilities.
- b. "**Applicable Law**" shall mean any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Agency, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Agency having jurisdiction over the matter in question, whether in effect as of the date of this Facility Agreement or at any time thereafter.
- c. "**Bank**" shall mean AU Small Finance Bank Limited.
- d. "**Board**" shall mean the board of directors of the Borrower.
- e. "**Borrower**" shall mean the person(s) named in the Schedule 1 to the Facility Agreement; including co-borrower also.
- f. "**Business Day**" shall mean a day on which the relevant office of the Bank specified in the Facility Agreement, or such other office as may be notified by the Bank to the Borrower, is open for normal business transactions.
- g. "**Chartered Accountant**" shall mean independent chartered accountant registered with the Institute of Chartered Accountants of India.
- h. "**Credit Rating Agency/ies**" shall mean the domestic credit rating agencies such as Credit Analysis and Research Limited, CRISIL Limited, ICRA Limited, Brickwork India Private Limited and international credit rating agencies such as Fitch, Moodys and Standard & Poor's and such other credit rating agencies identified and/or recognized by the RBI from time to time.
- i. "**CRILC**" shall mean Central Repository of Information on Large Credits.
- j. "**Drawdown**" shall have the meaning ascribed to clause 2.8 hereof.
- k. "**Drawing Power**" in connection with the relevant Facilities, shall mean the drawing power of the Borrower to make drawals from time to time under each of such Facilities upto the amount of respective Limits but not exceeding the value of the current assets, if any, provided as Security to the Bank for such of the Facilities as drawn by the Borrower less the corresponding Margin.
- l. "**Due Date**" shall mean the date(s) on which any amounts in respect of the Facilities including principal, interest/ annual percentage rate (annual percentage rate is hereinafter referred to as "APR") (as mentioned in Key Fact Statement ("KFS") annexed below) or other monies, fall due in terms of the Transaction Documents.
- m. "**Event(s) of Default**" shall mean any of the Events of Default specified in clause 9 hereof.

- n. **"Facilities"** shall have the meaning ascribed to the term under Clause 2.1 this Facility Agreement.
- o. **"Final Settlement Date"** means any date on which all the outstandings in relation to the Facilities under the Transaction Documents have been irrevocable and unconditionally paid and discharged in full to the satisfaction of the Bank.
- p. **"Financial Indebtedness"** shall mean all amount due under Facilities, including interest/ APR, tax, penal charges, overdue/temporary overdraft charges on overdue/ temporary overdraft amount, prepayment charges (as mentioned under this Facility Agreement), interest/ APR, commission, commitment charges, costs, expenses and include all other amounts whatsoever payable/repayable by the Borrower to the Bank under this Facility Agreement and/or in connection with the Facilities.
- q. **"Financial Quarter"** means each calendar quarter from April 1 to June 30, July 1 to September 30, October 1 to December 31 and January 1 to March 31 of each Financial Year.
- r. **"Financial Year"** means the accounting period commencing from April 1 of each year till March 31 of the next year.
- s. **"Irregularity"** shall mean and include draws by the Borrower exceeding the Drawing Power / Limits stipulated from time to time by the Bank against the Facilities and / or non-compliance or breach of the terms and conditions of any authorisation and / or Applicable Law and / or the Transaction Documents.
- t. **"Increased Cost"** shall mean (a) an additional or increased cost (b) a reduction in the rate of return from the Facilities from the Facilities or on the Bank's (or it's affiliate's) overall capital (including, without limitation, as a result of any reduction in the rate of return on the capital brought about by more capital being required to be allocated by the Bank or one of its affiliates or (c) a reduction of amount due and payable under this Facility Agreement.
- u. **"Limits"** shall mean the amount upto which the Borrower can Drawdown under the respective Facilities.
- v. **"Margin"** shall have the meaning ascribed to it in Sanction Letter.
- w. **"Material Adverse Effect"** shall mean the consequence of any event or circumstances which in the opinion of the Bank can result in a material and adverse effect on the condition (financial or otherwise), assets, operations, performance, prospects or business of Borrower/security provider or any other person or its business or the ability of any Borrower/security provider or any other person to perform and comply with its obligations under any Transaction Document or the validity, legality or enforceability of, or the rights and remedies of the Bank under any Transaction Document; or the validity, legality or enforceability of any Security expressed to be created pursuant to any Security Document or on the effectiveness, priority and ranking of any such Security.
- x. **"MCLR"** shall mean the "marginal cost of funds based lending rate" of the Bank determined (and revised) in accordance with the guidelines issued by RBI in this regard) (as amended or revised from time to time) and corresponding internal policies of the Bank, as reset from time to time and as revised in accordance with this Facility Agreement.
- y. **"Overall Limits"** shall mean the aggregate of the limits of the various Facilities as specified in Schedule 1 hereof or as may be increased/decreased by the Bank from time to time at its discretion.
- z. **"Obligor"** shall mean the Borrower and the security provider.
 - aa. **"Overdue/ Temporary Overdraft Charges"** shall mean interest/ APR charged on overdue/ temporary overdraft amounts and the same shall be levied at the contractual rate of interest of the Facilities as applicable on the date when such an overdue/overdraft interest accrues, as detailed in Schedule2 (Schedule of Charges) hereunder.
 - bb. **"Penal Charges"**, shall mean the charges applicable and at the rate as mentioned in Schedule 2 (Schedule of charges), payable by the Borrower to the Bank upon happening of an Event of Default as mentioned in clause 9 or breach of any of the terms of any of the Transaction Documents.
 - cc. **"Potential Event of Default"** shall mean an event, which with the lapse of time or giving of notice, determination of materiality or non-fulfillment of any other applicable condition (or any combination of any of the foregoing) would constitute an Event of Default.
 - dd. **"Purpose"** shall mean the purpose(s) for which the Facilities have been availed of by from the Bank and as more particularly specified in the Sanction Letter hereof.
 - ee. **"SPDCs"** The Borrower hereby agrees, undertakes and confirms that it shall deliver to the Bank post-dated cheques as a security towards the payment of the outstanding obligations along with the Interest with the Lender named as the payee therein ("SPDCs").
 - ff. **"RBI"** shall mean Reserve Bank of India.
 - gg. **"Sanction Letter"** shall mean the letter as of the date specified in Schedule 1 hereof in connection with sanction of the Facilities, and as amended from time to time.
 - hh. **"Security"** shall mean all the Security Interest and rights created or to be created in terms of the Security Documents.

- ii. **"Security Documents"** shall mean all agreements, instruments, undertakings, indentures, deeds, writings and other documents executed or entered into, or to be executed or entered into, by the Borrower or security provider, as the case may be, in relation, or pertaining, to creation of Security Interest as contemplated by, or under the Transaction Documents, and each such Security Documents as amended from time to time.
- jj. **"Security Interest"** shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.
- kk. **"Transaction Documents"** include the Facility Agreement, the Terms and Conditions, the Sanction Letter, all other agreements, instruments, power(s) of attorney, undertakings, indentures, deeds, writings and other documents whether financing, security or otherwise executed or entered into, or to be executed or entered into, by the Borrower/security provider or as the case may be, any other person, in relation, or pertaining, to the transactions contemplated by, or under the Transaction Documents, and each such Transaction Documents as amended from time to time.

1.2 Interpretation

- (a) The Schedules and Annexures constitute an integral and operative part of this Facility Agreement.
- (b) References to a **"person"** or **"Person"** (or to a word importing a person) shall be construed so as to include an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- (c) Reference to **"Party"** to any document includes that Party's successors, executors, permitted transferees and permitted assignees, as the case may be.
- (d) The word **"drawals"**, **"draw"** and **"drawn"** shall include disbursements / drawings from time to time under the relevant Facilities and / or issuance of BGs and / or LCs.
- (e) Unless otherwise specified, whenever any payment to be made or action to be taken under this Facility Agreement, is required to be made or taken on a day other than a Business Day, such payment shall be made or action be taken on the immediately preceding Business Day.
- (f) Any consent, approval, determination, waiver or finding to be given or made by any Bank shall be made or given by the Bank in its sole discretion.
- (g) In the event of any disagreement or dispute between the Borrower and the Bank regarding the materiality of any matter including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank in relation to the materiality of any of the foregoing shall be final and binding on the Borrower.
- (h) The Sanction Letter shall be read in conjunction with the provisions of the Facility Agreement and shall form an integral part of the Facility Agreement. To the extent of any inconsistency or repugnancy, Sanction letter shall prevail to all intents and purposes.
- (i) The terms 'Borrower' shall include, unless repugnant to the context or meaning thereof, in case being a "company" - their respective successors and permitted assigns, in case of a "partnership firm" - their respective partners for the time being in the firm and the survivor or survivors of them and their respective heirs, administrators, legal representatives, and permitted assigns' and in case of a "proprietary concern" or an Individual - their respective heirs, administrators, legal representatives and permitted assigns of the proprietor/individual.

2. TERMS OF THE FACILITIES

- 2.1 The Borrower agrees to avail from the Bank and the Bank agrees to grant / extend to the Borrower various facilities upto overall limits in the aggregate not exceeding amounts specified in the Schedule 1, hereof / the Sanction Letter (the "Overall Limits/Facilities"), subject to the terms and conditions contained in the Facility Agreement. The Facilities can be interchangeable, at the discretion of the Bank.
 - (A) In case of DLOD facility: The Bank hereby agrees to grant to the Borrower, a drop line overdraft facility ("DLOF"), as mentioned in the Schedule 1 hereto ("Drop Line Overdraft Facility") for the tenure ("Tenure") and the purpose ("Purpose") mentioned in the Sanction Letter, with different operating overdraft limits (each an "Operating Limit") applicable in different months, starting with an Operating Limit as mentioned in the Sanction Letter ("Initial Dropline Overdraft Limit/Dropline Limit"), and the Borrower can avail the DLOF from a designated current account of the Borrower maintained with the Bank in its individual name... The Dropline Limit (or any part thereof) may be disbursed by the Lender/Bank upon receiving a drawdown request from the Borrower. The entire Dropline Limit should be availed of within the number of months ("Availability Period"), if any, from the date of

loan sanction, as specified in the Schedule/ Sanction Letter (Availability Period). The Borrower's right to make drawls shall expire at the end of the Availability Period ("Drawdown End Date"). However, the Dropline Limit sanction may be kept open at the sole discretion of the Lender/ Bank for an additional period of such number of days beyond the Availability Period as the Bank/Lender may deem fit. If the Dropline Limit is not drawn completely by the Borrower within the Availability Period, then the Bank shall be entitled to impose penalty, if any, as mentioned in the Sanction Letter. The mode and manner of Disbursement is left to the sole discretion of the Lender/Bank. All disbursements in favor of the Borrower or to any third party on behalf of the Borrower shall be deemed to be made in favor of the Borrower under this Facility Agreement which the Borrower acknowledges being binding on them.

- 2.2 The Borrower shall open an Account with the Bank at the branch specified in Schedule 1. The Borrower shall at all times maintain the Margin which shall be varied both upwards and downward from time to time by the Bank.
- 2.3 The amounts upto which the Borrower can draw under each of such Facilities shall not, at any one time, exceed sums / limits (the "Limits") specified against each of such respective Facilities in the Sanction Letter. Provided, however, the aggregate amounts of all the Limits shall not at any point of time exceed the amount of the Overall Limits. All outstanding amounts of interest/ APR, commission, discount, charges and other monies in respect of the respective Facilities, whether debited to the Account or not, shall also be included in determining the availability of the Overall Limits / respective Limits. Unless the Bank otherwise agree, the right of the Borrower to make drawals from the Facility shall cease on the expiry of the Availability Period/ last date of drawl of loan amount, if any as specified in the Sanction Letter.
- 2.4 The Borrower shall pay to the Bank the Facilities, all interest/ APR, commission, discount, charges on the amounts outstanding from time to time under the Facilities and all other monies, at the rate(s), on the date(s) and in the manner specified in the Sanction Letter or at such other rate(s) as may be decided by the Bank from time to time, at its sole discretion. The Borrower shall also pay all fees and other monies in accordance with the terms of this Facility Agreement. Unless otherwise specified in the Sanction Letter, the Borrower shall repay the Facilities on demand to the Bank.
- 2.5 (a) Where interest is charged by the Bank at a concessional rate(s) on any of the Facilities granted by the Bank to the Borrower under any "interest subsidy scheme" or any other similar scheme(s) formulated by the Governmental Agency and / or RBI and / or any other authority from time to time, the Borrower agrees, declares and confirms that in the event of the withdrawal, modification and / or variation of such scheme(s), the concessional rate(s) of interest shall stand withdrawn and the rate(s) of interest of the Bank applicable at such point of time to such Facilities shall become effective from the date (hereinafter referred to as the "said date") of such withdrawal, modification and / or variation of such scheme(s) and the Bank shall become entitled to charge and the Borrower shall be liable to pay interest at such usual rate(s) from the said date;
(b) In case the relevant Facilities are eligible for cover under any "guarantee scheme", the Borrower shall bear the guarantee fee paid / to be paid in connection with such Facilities; such guarantee fee may be debited to the relevant Account and shall be treated as part of the Facilities and shall carry interest at the rate specified in the Sanction Letter.
- 2.6 The Borrower covenants that the Borrower shall deliver to the Bank,
 - (a) if the Bank so requires, a certificate to the effect that the Facilities have been utilised for the Purpose, within such time and in a manner as may be acceptable to the Bank.
 - (b) as and when stipulated by the Bank, a certificate from a Chartered Accountant/ the statutory auditor of the Borrower regarding the end use of the Facilities within such time and in a manner as may be acceptable to the Bank, in order to verify, inter alia, that the Facilities have not been siphoned off/diverted for application other than the Purpose.
 - (c) The proceeds of the facilities are not to be utilized by the Borrower for investments in shares, debentures, advances and inter- corporate loans/ deposits to other companies (including subsidiary and other group companies).
 - (d) The Borrower expressly recognizes and accepts that the Bank upon granting the Facilities, shall be absolutely entitled to, and shall have full power and authority to sell, assign, securitize, novate or otherwise transfer in any manner whatsoever, in whole or in part, and in such manner and on such terms as the Bank may decide (including if deemed appropriate by the Bank reserving a right to the Bank to retain its power to proceed against the borrower on behalf of the purchaser, assignee or transferee) any or all out standings and dues of the Borrower, to any third party of the Bank's choice without any further reference or intimation or notice to the Borrower, and without seeking any consent of the Borrower. Any such action and any such sale, assignment, securitization, novation or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank or any other person, as the case may be. Any costs in this behalf, whether on account of such sale, assignment,

securitization, novation or transfer or enforcement of rights and recovery of outstandings and dues, shall be to the account of the Borrower.

2.7 The Bank may, on such terms and conditions as the Bank may deem fit, agree to the Borrower's request for enhancement or decrease in the Overall Limits / respective Limits.

2.7A The Borrower agrees and covenants as under:-

- The Borrower hereby agrees and promises with the Bank to pay the amounts outstanding under the Working Capital Term Loan ("WCTL") granted and/or agreed to be granted by the said Bank to the Borrower as per Reserve Bank of India Credit Policy Guidelines.
- Overdraft and working capital term loan Components may be readjusted as per Reserve Bank of India Directives on bifurcation of fund based credit facilities;
- The Borrower shall be bound to pay to the Bank all amounts as per the repayment terms as specified in the Sanction Letter and all accrued interests, Penal Charge(s), Overdue/ Temporary Overdraft Charges, if any, costs, charges, expenses payable or to become payable by the Borrower to the Bank in connection therewith.
- Bank shall be entitled to recall/ revoke/ cancel the entire amount outstanding, together with accrued interest, Penal Charge(s), Overdue/ Overdraft Charges and other charges, if the performance of the Borrower is not satisfactory or where the Borrower is found to have used the amount for the purpose other than for which WCTL are sanctioned or for any other reason considered necessary.
- The Borrower hereby authorizes the Bank to credit the Loan amounts to the overdraft accounts of the Borrower in instalments, if need be, having regards to the need of the Borrower, unless the Bank consents to any other mode of disbursement. All disbursements in favor of the Borrower or to any third party on behalf of the Borrower shall be deemed to be made in favor of the Borrower under this Facility Agreement which the Borrower acknowledges being binding on them.
- The Borrower hereby also authorizes the Bank to recover the WCTL /interest due from time to time by debit to the Borrower's overdraft accounts or current account(s) as the case may be, without prejudice the Borrower's obligations to repay as undertaken under these presents.

2.8 Subject to the compliance of the terms and conditions of this Facility Agreement, the Facilities may be drawn out of the Account from time to time / disbursed in installments and the Facilities shall be utilised by the Borrower exclusively for the Purpose. The Bank may, at the request of the Borrower, make / allow disbursements / drawals under the Facilities by cheques / pay orders / authorisations and / or by issuance of Bank Guarantees and / or Letter of Credits.

2.9 In the event any monies are remaining due and payable by the Borrower to the Bank, under the Transaction Documents or otherwise, the Bank may, at its sole discretion, reduce the availability of the amounts of the Overall Limits and / or adjust such monies against the respective available Limits and all such adjustments shall be treated as drawals by the Borrower.

2.10 The Borrower shall at all times confine the drawals out of the relevant Facilities within the respective Drawing Power. Provided, however, the Bank may at the specific request of the Borrower and at its own discretion, allow drawals beyond such Drawing Power for such period as may be permitted by the Bank. Provided, further, the grant of such excess drawings to the Borrower shall be liable to be suspended / discontinued / revoked by the Bank without any notice to the Borrower. The Borrower shall repay all such excess drawings on demand unless otherwise specified by the Bank. Till repayment of such excess drawings, the excess drawn amounts shall attract Penal Charge(s) and Overdue/ Temporary Overdraft Charges. All the provisions of the Transaction Documents and all securities created, if any, pursuant to the Facility Agreement will extend to cover such excess drawings.

2.10A The Borrower accepts, acknowledges and confirms that the Bank shall be entitled to deduct upfront from the Facility amount (in the event not paid by the Borrower before disbursement), the charges as specifically mentioned in the Sanction Letter/ KFS (KFS as annexed hereunder) and/ or any other document related to the Facility at the time of disbursement of the Facility amount. The Bank shall disburse the balance Facility amount to the Borrower or any third party on behalf of the Borrower, as the case may be, and the Borrower shall be liable to repay the Facility amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.

2.11 Interest/ APR and Penal Charge(s), Overdue/ Temporary Overdraft Charges /Commission/Other Charges etc.

- (i) The interest/ APR will be charged on the Facilities as specified in Sanction Letter/Schedule 1. The interest/ APR specified in Sanction Letter/Schedule 1 will be computed from the respective Due Dates and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by the Bank from time to time.
- (ii) Interest on the outstanding amounts under the Facilities / discount or other charges when debited to the relevant Account by the Bank, shall be calculated on the daily debit balance of such Account.
- (iii) Interest, commission, discount and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year for rupee Facilities and 360 days for foreign currency Facilities, and the actual number of days elapsed.
- (iv) The interest payable by the Borrower shall be subject to the changes based on guidelines / directive issued by RBI to small finance banks from time to time and the changes made by the Bank.

- (v) The Borrower(s) agrees and acknowledges that availing of the Facilities shall be subject to payment of processing charges and other charges including but not limited to collection charges, swap charges, interest tax, stamp duty, costs and such other charges as mentioned in the Sanction Letter and the Borrower hereby authorizes the Bank to debit the same from the account in which the overdraft/dropline overdraft facility is running.
- (vi) If the Due Date in respect of any amount payable under the Facilities falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment. In case of DLOD Facility: The Borrower agrees without any delay, demur or protest to submit to the Bank, cheques or Electronic Clearing System (ECS) standing instruction with one or more cheques for discharging its/her/his liabilities hereunder. Amount to be mentioned on the cheques (ECS) will be same as the EMR as mentioned in Sanction Letter and same shall be presented on 1st of every month.
- (vii) The Borrower agrees that it shall be liable to pay to the Bank commission on various non-fund facilities such as letters of credit, bank guarantees, etc. at the rate specified in the Sanction Letter or as may be intimated by the Bank in writing from time to time.
- (viii) The Borrower shall be liable to pay the Bank non- refundable commitment charges as per the Sanction Letter. The Bank shall be entitled to reset the spread on the interest reset date and MCLR/External Benchmark Rate at such frequency as the Bank deems fit. Bank shall also have right to reset the spread consequent to any change in MCLR/EBR and will also have the right to reset the MCLR/EBR if RBI revises the standard provisioning requirement of banking asset or RBI enhancing the risk weightage norms for banking asset or RBI changing the norms for classification of banking assets or downward revision in the credit rating of the Borrower or the security provider or occurrence of event of default or potential event of default or bank's internal review or RBI changing the policy of computation of MCLR/EBR. Upon reset of MCLR/EBR/spread, the Bank shall notify the Borrower of the revised interest rate and the Borrower shall pay the revised interest rate from the reset date. The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds etc.
- (ix) Timely repayment of the loan facility is essence of this contract. The Borrower acknowledges and agrees that the Borrower shall be liable to pay 4% prepayment/pre-closure charges except Facilities sanctioned/renewed to Individual or Micro or Small Enterprises ("MSE") on floating rate on or after 1st Jan 2026 subject to production of valid Udyam Registration Certificate (URC) validating entity falling under MSE at the time of closure request or as mentioned in the sanction letter in case the Facilities are prepaid/pre-closed through any source of funds(s). The decision of the Bank shall be final and binding in this regard.
 - (i) upon occurrence of a default in payment of any outstandings on the Due Date Borrower shall be liable to pay Penal Charges in addition to the Overdue/ Temporary Overdraft Charges until the outstandings amounts on account of default in payment are paid to the satisfaction of the Bank and/or upon breach of any terms or conditions of any Transaction Documents, the Borrower shall, without any demur or protest, pay the Penal Charges as mentioned hereunder.
 - (ii) Such Penal Charge(s) and/or Overdue/ Temporary Overdraft Charges shall, in the absence of any conditions under the Sanction Letter shall be payable on demand and in the absence of any such demand, on the next Due Date occurring after the date of default.
 - (iii) The Penal Charge(s) and/or Overdue/ Temporary Overdraft Charges shall be payable on and from the date of default up to and excluding the date on which such delay/default is rectified to the satisfaction of the Bank or such delay/ default (other than in case of any payment defaults) is waived by the Bank. The Bank's right to claim the Penal Charge(s) and/or Overdue/ Temporary Overdraft Charges shall be without prejudice to the Bank's right to take any other action available to them under the terms of the Transaction Documents or under Applicable Law in respect of such non-payment on a Due Date.
 - (iv) The Borrower acknowledges and agrees that the Penal Charge(s) and Overdue/ Temporary Overdraft Charges are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Bank in the event of non-payment of any monies by the Borrower.
 - (v) All payments by the Borrower under the Transaction Documents shall be made free and clear of and without any deduction, except to the extent that the Borrower is required by Applicable Law to make payment subject to any tax deduction at source under the Applicable Law. In respect of taxes payable at source in respect of payments due under this Facility Agreement, the Borrower shall deliver to the Bank satisfactory evidence in accordance with the prevailing tax laws as may

be amended from time to time, that the tax has been deducted at source and duly remitted to the appropriate authority.

- (vi) The Borrower shall bear all taxes, other imposts, costs, charges, fees and duties including stamp duty (including any differential or additional duties and taxes which may be required pursuant to the provisions of the Applicable Laws from time to time) and relevant registration and filing charges in connection with the Transaction Documents, as may be levied from time to time by any Governmental agency or other authority including those incurred by the Bank, in accordance with the Applicable Laws in respect of or in connection with the Facilities, and the Transaction Documents. In the event of the Borrower failing to pay the monies referred to above, the Bank shall be at liberty, but shall not be obliged to pay the same. In the event, the Bank has paid monies referred to above; the Bank may debit the sum to any account of the Borrower or charge the same to any Facility.
- (vii) The Borrower Agrees to pay to the Bank the amount of any Increased Cost incurred by the Bank or any of its affiliates.
- (viii) The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Applicable Law, or any terms and conditions to the contrary contained in the Facility Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under the Facility Agreement / any amounts realised by the Bank by enforcement of security or otherwise, towards the dues payable by the Borrower to the Bank under the Facility Agreement and / or other agreements entered into between the Borrower and the Bank and in any manner whatsoever. The Borrowers shall not use the DLOF (or any part thereof) for any improper/ illegal/ unlawful/ speculative/ capital market related activities;
- (ix) Unless otherwise specified in the Facility Agreement, the Sanction Letter or the other Transaction Documents, all monies payable by the Borrower to the Bank shall be paid into the relevant account through which the Borrower was allowed the operation of the Facilities or to such other account(s) as the Bank may notify to the Borrower by cash, electronic fund transfer, mail transfer or by cheque/bank draft drawn in favour of the Bank on a scheduled bank and shall be so paid as to enable the Bank to realise, at par, the amount on or before the relative Due Date. Credit for all payments by cheque / bank draft will be given only on realisation or on the relative Due Date, whichever is later.

The Borrower acknowledges that any sums, interest, default amount including but not limited to any prepayment premium at 4% except Facilities sanctioned/renewed to Individuals or MSE on floating rate on or after 1st Jan 2026 subject to production of valid Udhyaam Registration Certificate (URC) validating entity falling under MSE at the time of closure request; and the Penal Charge(s) and Overdue/ Temporary Overdraft Charges are reasonable and that they represent genuine pre-estimates of the loss which would be incurred by the Bank in the event of non-payment or default by the Borrower in accordance with the terms of this Facility Agreement and other Finance Documents. The Borrower waives any right it may have to raise any claim or defence that such payment is or will be in the nature of a penalty and undertakes not to raise such claim or defence.

- (x) Borrower declares that: I/we hereby confirm that I/we have handed over the above mentioned cheques ("SPDCs") towards the repayment of EMI/as a security for the Facility availed from the Lender or towards payment of insurance premium as specified above and that all cheques were drawn in favor of "AU Small Finance Bank Limited" and also recorded my/our name on the reverse side of all the cheques. I/we hereby unconditionally and irrevocable authorize and confirm the authority of the Lender as per the provisions of Negotiable Instruments Act ("the act") to fill in the date and the amount on the said cheques and to complete the cheque in all respect and to present the same for the payment. I/we shall ensure that the said cheques are honoured on presentation for payment. I/we agree and acknowledge that I/we have issued the SPDCs voluntarily in discharge of legal debt owed to the Lender by the Borrower. I/we agree, acknowledge and confirm that the SPDCs are intended to be used by Lender to recover the legal debts due from the Borrower to the Lender under various disbursements made by the Lender and hereby unconditionally and irrevocably authorizes the Lender to use the SPDCs for repayment of the Facility. I/we hereby confirms that I am/we are aware of the fact that any dishonor of any SPDCs so issued by me/us and presented by the Lender for payment would constitute an offence under provisions of The Negotiable Instrument Act, 1881 and the Lender may take such action against me/us as may be advised. Prior to the SPDCs issued by me being exhausted, I/we shall issue fresh SPDCs to the Lender, and such instruments would be governed by the provisions of this letter. I/we shall not to take any steps, which in any way, affect or are likely to affect the payment thereunder to

the Lender including, without limitation, any stop payment instructions. In the event that there is any change in the authorised signatories for its relevant bank account(s), I/we shall either give unconditional and irrevocable instructions to the bank on whom the SPDCs have been drawn to clear and honour all such SPDCs (details of which shall be provided to the Lender) bearing the signatures of the authorised signatories before the change or, in the alternative, I/we shall issue fresh SPDCs to the Lender or submit fresh SPDCs duly signed by new authorized signatory as the case may be. While all necessary steps would be taken by the Lender to ensure safe holding of the SPDCs and having the same picked up, processed and cleared through agents, courier agencies, correspondent bank(s), the same will be entirely at the my/our risk and cost. In the event any SPDCs issued as above by me/us is lost in transit or misplaced or for any reason, I /we agree to give replacement cheque(s) to the Lender immediately upon receipt of a written request from the Lender in this regard. If I/we cancel the SPDCs given to the Lender or close the relevant bank account(s) or change the authorized signatory for the relevant bank account(s) or attempts to cancel the SPDCs without the prior written consent of the Lender, such acts shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Lender and would be construed as an Event of Default and the Lender shall be entitled to initiate appropriate legal proceedings including criminal proceedings against me/us and the Borrower, without prejudice to the Lender's other rights and remedies under applicable Law(s).

3. Representation and Warranties

- (i) The Borrower hereby warrants, represents and confirms that (a) the Borrower and each corporate Obligor are companies, duly incorporated and validly existing under the law of their jurisdiction of incorporation affecting its business and operations. (b) all the information provided by the Borrower to the Bank is true and accurate in all respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading (c) all the licenses, permits and authorizations required for carrying on its business or industry have been obtained and are in full force and effect (d) the Borrower is in compliance in all respects with all Applicable Laws, including environmental laws, and regulations affecting its assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets (e) the Borrower has the power to avail of the Facilities from the Bank and the total borrowings including the Facilities are within the prescribed limits, if any (f) the Borrower has the power and authority to execute, deliver and perform the terms and provisions of this Facility Agreement and has taken all the necessary action required to authorize the execution, deliver and performance of this Facility Agreement and upon execution, this Facility Agreement will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms (g) the entry into, delivery and performance by the Borrower of, and the transactions contemplated by, the Transaction Documents do not and will not conflict with any Applicable Law, with the constitutional documents, if any, of the Borrower; or with any agreement or instrument which is binding upon the Borrower or on any of its assets (h) no default is subsisting or might result from the execution of, or the availing of the Facilities under, the Facility Agreement by the Borrower (i) the most recent audited accounts of the Borrower have been duly audited and prepared in accordance with applicable accounting principles and practices and represent a true and fair view of its financial condition and there has been no Material Adverse Effect since the date on which those accounts were drawn up (j) all taxes and compliance reports have been filed in time and no claims are pending thereof (k) the facility is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which Government of India is a party (l) none of the Borrower and its promoters, directors and partners, affiliates, subsidiaries or associate companies or group companies are in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loan or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority (m) there are no legal or other adverse proceedings of any nature pending against the Borrower or its promoter, directors, partners in management of the Borrower or any of its assets which have a Material Adverse Effect (n) the properties mortgaged are mortgaged by its legal owners and there are no encumbrances over the same save and except as permitted by the Bank and the Borrower shall not hereafter encumber the Assets without the permission of the Bank (m) the purpose and the business of the Borrower is legally and regulatory valid (n) no notice has been served with respect to winding up, receivership, custodian for the Borrower or any of its assets or that the Borrower be placed in bankruptcy; the passing of a resolution for the winding up of the Borrower or any proposal or apprehension for passing such resolution; a scheme of arrangement, amalgamation or reconstruction or composition with creditors of the Borrower or taking of any action to seize, attach, take possession of or appoint a custodian receiver, liquidator or manager in respect of the

Borrower or any asset of the Borrower (o) the borrower has not committed any breach under any agreement entered into with any person for availing any finance facility.

- (ii) Except to the extent disclosed to the Bank, (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) No director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower and no directors of any other bank, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual funds/venture capital funds, holds substantial interest or is interested as director or as a guarantor of the Borrower; and (iii) No relative (as specified by RBI) of a Chairman / Managing Director or director of banking company, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual funds/venture capital funds (including the Bank) or a relative of senior officer (as specified by RBI) of the Bank, hold substantial interest or is interested as a director or as guarantor of Borrower.

The Borrower shall not induct a person in the capacity of key managerial person/ director / promoter who is a director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Borrower, as the case may be, identified as willful defaulter. In the event of such a person is found to be a key managerial person/ director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Borrower, as the case may be, identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.

- (iii) Other than the payment of stamp duty which has already been paid and is shown on the face of each Transaction Document and the filing of forms as required under the Act with the relevant Registrar of Companies, it is not necessary that the Transaction Documents be filed, recorded or enrolled with any court or other authority or that any stamp, registration or similar tax be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents. No Potential Event of Default is continuing or might reasonably be expected to result from the availing of the Facilities. No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which any of its assets are subject and no notice has been received and no proceeding is threatened in relation to any other agreement or instrument.
- (iv) Disbursement made to one borrower shall amount disbursement to all the borrowers.
- (v) The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Facilities and/or security created by the Borrower in favour of Bank.
- (vi) Borrower shall allow the Bank to audit and inspect its books and records and the premises mortgaged and goods hypothecated to the Bank.
- (vii) The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of DLOF on any e-platform/digitized platform as may be desired by the Bank.
- (viii) The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Facility Agreement fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Facility Agreement and related documents.

4. Covenants

- 4.1 The Borrower undertakes and covenants with the Bank that the Borrower shall utilize the Facilities only for the Purpose permitted by the Bank and also repay the Facilities and interest thereon and all monies owing to the Bank hereunder, according to the terms hereof and ensure that the payment obligations under the unsecured Facilities, if any will at all times rank at least pari passu with all your other present and future unsecured indebtedness. The Borrower shall conduct business in compliance with all applicable laws, regulations, Authorizations, licenses and consents. The Borrower shall also notify the Bank of the occurrence of any event or the existence of any circumstance which constitute or results in any declarations, representations, warranty, covenants or condition under this Facility Agreement and/or the other Transaction Documents being or becoming untrue or incorrect in any respect. the Borrower shall ensure, that at its own cost and expense (if required), the Borrower shall keep or cause to be kept the security, if any, under the Borrower's Loan Documents, insured against such risks, and for such amount(s) and for such period and in such form(s) as the

Lender may from time to time require, with the Borrower named as loss payee therein. "The Borrower shall maintain insurances against such risks and to such extent as is usual and appropriately prudent. The Borrower shall deliver to the Bank copies of all documents, unaudited semi-annual profit and loss statement and balance sheets requested by the Bank with the period specified by the Bank, independently audited annual accounts within six months, or such other period as reasonably required by the Bank from time to time. The Borrower shall promptly inform the Bank of any litigations, or other proceedings, which have a Material Adverse Effect.

4.2 The Borrower shall perform on request of the Bank and at the expense of the Borrower, such acts as may be necessary to carry out the intent of this Facility Agreement including but not limited to executing and delivering such further agreements, undertaking, declarations, assurances and writings, or providing additional Security as the Bank may from time to time require in relations to the Facilities.

4.3 The Borrower unconditionally agrees, undertakes and acknowledges that the Bank shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event of deterioration in the Borrower's creditworthiness.

For the purpose of the above clause, deterioration in the Borrower's creditworthiness shall include without limitation:

- (a) downgrade by a Credit Rating Agency;
- (b) inclusion of the Borrower and/or any of its directors in RBI's willful defaulters list;
- (c) closure of a significant portion of the Borrower's operating capacity;
- (d) decline in the profit after tax of the Borrower as per prevailing policy of the Bank.
- (e) any adverse comment from the statutory auditor of the Borrower; and
- (f) failure of the Borrower/security provider to comply with the terms and conditions of Facility Agreement and/or Security Documents.

4.4 The Borrower unconditionally agrees, undertakes to get itself rated by Credit Rating Agency/ies at such intervals as may be decided by the Bank, failing which the Bank shall have the right to review the applicable interest rate and/or costs, charges and expenses, which shall be payable by the Borrower/security provider and on such date/s or within such period as may be specified by the Bank.

4.5 The Borrower in respect of goods, movables including movable plant and machinery and other assets stored and held in godown owned or hired by or let to the Borrower, provide the Bank and its respective agents and nominees with an unimpaired access to the godowns at all times and where the godowns are hired by or let to the Borrower, Borrower shall furnish to the Bank a letter from the landlords/ owners consent to continue such unimpaired access to the godowns to the Bank and its respective agents and nominees and also declaring that notwithstanding any claim for any unpaid rent the landlords/owners acknowledge the prior claim of the Bank on all the good, movables and other assets stored and held therein and hypothecated, pledged or otherwise charged to the Bank and that the Bank, its respective agents and nominees shall have the right to remove the goods, movables and other assets so stored and held in the godowns whenever desired by the Bank.

4.6 The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/ identity of the Borrower and/or its directors and the default committed. In case of default in payment of any of the indebtedness to the Bank, the Bank or the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors as defaulters (including as willful defaulters) in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI all or any of the following (a) information and data relating to the Borrower (b) the information or data relating to the Facilities availed of/to be availed, by the Borrower; and the information and details of the default, if any, committed by the Borrower, in discharge of the indebtedness .The Borrower agrees and undertakes that (a) the Credit Information Bureau (India) Ltd., and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the 'Credit Information Bureau (India) Ltd., and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

4.7 The Bank may at the risk and cost of the Borrower engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to this Facility Agreement and/or to collect the indebtedness and/or to enforce any security and may furnish to such person(s) documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank may think fit. The Bank shall be entitled to carry inspections at such intervals, as it may deem fit.

- 4.8 The Borrower hereby agrees and confirms that the Bank will have the right to disclose and share any information pertaining to the Borrower including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower with any other bank(s)/ financial institution(s) in the form and manner prescribed by the RBI.

5. Negative covenants

- 5.1 The Borrower covenants and undertakes that, as long as the Facilities or any part thereof are outstanding, the Borrower shall not, without the prior written consent of the Bank having been obtained (a) contract, create, incur, assume or suffer to exist any indebtedness or avail of any credit facilities or accommodation from any banks (s) or financial institution(s) or any person, firm or company in any manner (other than the Banks(s) at present providing facilities to the Borrower and as disclosed to the Bank,) (b) amend or modify its constitutional documents, if any except as otherwise permitted under this Facility Agreement (c) undertake or permit any merger, de-merger, consolidation, reorganization, scheme of arrangement, or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary (d) create or permit to subsist any charge, lien, encumbrance in any form whatsoever on any of its assets which constitute Securities, or (whether voluntarily or involuntarily (e) sell, transfer, grant lease or otherwise dispose of or deal with any of the assets which constitutes Securities for the Facilities (f) in the event the Borrower is a company declare or pay any dividend or authorize or make any distribution

- (i) unless it has paid all the dues in respect of the Facilities or has made provisions therefore satisfactory to the Bank or (ii) if any Event of Default has occurred and is subsisting or would occur as a result of such payment (g) prepay any indebtedness incurred by the Borrower (h) pay any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter guarantees or indemnities (i) undertake any new project, diversification, modernization, which are material in nature, or substantial expansion of any its projects (j) Make any investments whether by way of deposits, loans or investment in share capital or otherwise, in any concern or provide any credit or give any guarantee, indemnity or similar assurance except loans and advances granted in the ordinary course of business (k) change the accounting method or policies currently followed by the Borrower unless expressly required by applicable law (l) engage in any business or activities other than those which the Borrower is currently engaged (m) In the event the Borrower is a company, recognize or register any transfer of shares in the Borrower, capital made or to be made by the promoters and their associates except as may be permitted by the Bank (n) In the event the Borrower is a company (i) buy back, cancel, retire, reduce, redeem, re-purchase, purchase or otherwise acquire any of its share capital now or hereafter outstanding, or set aside any funds for the foregoing purposes, or (ii) issue any further share capital whether on a preferential basis or otherwise or change its capital structure in any manner whatsoever (iii) delist its shares. (o) neither register nor comply with any direction to register any encumbrance or change in shareholding/ beneficial interest/ profit sharing pursuant to any non-disposal undertaking, voting arrangement, pledge, lien, hypothecation, attachment, charge, mortgage, compromise, scheme of arrangement, or any other form of encumbrance or restriction received from its promoters/ shareholders/ designated partners Any breach of this covenant (o), or any attempt to create or allow such encumbrance or arrangement without such prior written consent, shall constitute an Event of Default under this Agreement, entitling the Lender to exercise all rights and remedies available hereunder.

- 5.2 In the event of non-payment of the indebtedness, the Bank may apply all sum(s) from time to time standing to the credit of any account in the name of the Borrower or any other account of which the Borrower is the beneficial owner maintained with Bank of any of its Branches wherever situated in or towards satisfaction of the indebtedness and sign all such documents as may be required to effect such application and the Bank shall have a paramount right of set off on all monies, deposits, assets and other properties which may now or hereafter be payable by the Bank to the Borrower for any reason or purpose whatsoever. The Bank may at any time and without notice to the Borrower combine or consolidate all or any of the accounts held in the Borrower's name or any other account of which the Borrower is the (sole) beneficial owner with any branch or of the Bank irrespective of the title of any such account or the currency in which any such account may be dominated. The Borrower has also executed a general lien cum set off letter, annexed herewith as Annexure 1, in this regard.

6. RECORDS AND INSPECTION

The Borrower shall keep and maintain in accordance with good business practice and Applicable Laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and such records shall be open to examination by the Bank and / or its authorised representatives and the Borrowers shall if so required by the Bank, furnish to the Bank at such intervals as the Bank may request a schedule or copy of all the

entries which shall have been made in the said registers. The register shall clearly indicate which of the assets have been hypothecated/mortgaged/pledged or otherwise charged to the Bank or to any other person/entity.

In the event the Borrower's loan Account is classified as a red-flagged account in accordance with Applicable Law, the Lender shall have the right to initiate an audit or any other form of investigation, either directly or through an independent third-party auditor, at the Borrower's cost and expense.

The Borrower agrees to fully cooperate with such audit or investigation, as the case maybe, including but not limited to providing access to all relevant books, records, documents, personnel, and systems as may be reasonably required by the Lender or its appointed auditors.

In the event, the audit or investigation remains inconclusive or is delayed beyond a reasonable time period due to non-cooperation by the Borrower, the Lender shall have the right to conclude on the status of the Borrower's loan account as fraud or otherwise, based on the material available on record and its own internal assessment and investigation. Any such determination shall be binding on the Borrower and may result in the Lender classifying the Borrower's loan Account as fraud, along with appropriate legal actions as deemed necessary in accordance with Applicable Law.

Notwithstanding anything to the contrary contained in this Agreement, upon declaration of the Borrower's loan account as 'fraud', the Lender shall be entitled to exercise all the rights available to it under Applicable Law and/or pursuant to occurrence of an Event of Default under this Agreement.

7. Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Facility Agreement and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Lender. The Borrower has also executed a letter of general lien cum set off in this regard, annexed herewith as Annexure 1, which enumerates the provisions of cross linking, cross collateralization and cross default with respect to all the credit Facilities availed by the Borrower or any other Obligor.

8. REGULATORY DECLARATION

- 8.1 Declarations (in case Borrower is a company): By signing this Facility Agreement, the Borrower hereby declares that as at the date hereof, none of its directors or Guarantor (or any of its directors, if applicable) is a director/senior officer of a director/senior officer of a banking company, or in a specified near relation of a director/senior officer of the Lender. Except to the extent disclosed to the Bank, all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arm's length basis. Further, no director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower/its subsidiary/holding company and no directors of any other Bank, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual fund/venture capital funds holds substantial interest or is interested as director or as a guarantor of the Borrower. The Borrower or any directors/ promoters/ associate concerns/ of any of the Borrower (including the Guarantor) are not and, to the best of their knowledge:

- (i) on the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or
- (ii) convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or
- (iii) on RBI's willful defaulters/ caution list; or
- (iv) on the Lender's defaulter list; or
- (v) or not qualified to act as director in accordance with applicable Law.

- 8.2 In case where the above negative confirmations/ declarations are not true, then the Borrower shall provide a written declaration with details of such relationship to the Lender. If the details of such declaration change during the term of the Facility, then the Borrower shall promptly provide a written declaration to the Lender of any such changes.

- 8.3 The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'.

9. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default under the Facility Agreement ("Event(s) of Default") and on the question whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower:

- (i) Default has occurred in the payment of any monies in respect of the Facilities on the Due Dates, whether at stated maturity, by acceleration or otherwise.
- (ii) Default other than a payment default has occurred in the performance of any covenant, condition or agreement on the part of the Borrower or any other person under the Transaction Documents.
- (iii) Any representation, warranty or statement made by any of the Obligors in any Transaction Document to which it is a party, or any other document delivered by or on behalf of it under or in connection with any Transaction Document, is or proves to have been incorrect or misleading in any respect when made or deemed to be made.
- (iv) The Security tendered to the Bank or the charges created thereon in Bank's favor shall become wholly or partially invalid or unenforceable
- (v) The Borrower shall for any reason cease or be unable to carry on business or appointment of a receiver of the Borrower's assets or the Borrower fails to maintain the financial covenants as stipulated
- (vi) The Borrower does not upon demand furnish acceptable additional or alternate security
- (vii) There exist circumstances which in the opinion of the Bank prejudicially affects or may affect the Borrower's ability to pay/ repay the amounts due under the Facilities and interest thereon or pay any amount due to the Bank
- (viii) There is change in ownership, management and control of the Borrower without prior written consent of the Bank
- (ix) Any violation of covenant of Borrower under this Facility Agreement shall also constitute event of default .
- (x) If Borrower fails to create security in favor of Bank.
- (xi) If Borrower dies.
- (xii) If Borrower ceases or threatens to cease its business.
- (xiii) 1. If the Borrower, suspends making payment on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with any one or more of its creditors (or any class of them) with a view to rescheduling any of its indebtedness or makes a general assignment for the benefit of or composition with its creditors or admits or is ordered to pay any liability and such liability is not paid when due; and if
 - (a) The value of the assets of the assets of the Borrower is less than its liabilities;
 - (b) A moratorium is declared in respect of any indebtedness of the Borrower;
 - (c) A liquidation order has been passed against the Borrower in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016;
 - (d) A resolution plan in respect of the Borrower is not submitted to the adjudicating authority at the end of the insolvency resolution process period under the Insolvency and Bankruptcy Code, 2016;
 - (e) An application is filed by any financial creditor or any operational creditor of the Borrower and/or Obligor for the insolvency resolution process under the Insolvency and Bankruptcy Code, 2016.
- 2. Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (a) the suspension of payments, a moratorium of any indebtedness, insolvency resolution, liquidation, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;
 - (b) a composition, compromise or arrangement with any creditor of the Borrower or an assignment for the benefit of creditors generally of the Borrower (or a class of such creditors);
 - (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor, insolvency professional or other similar officer in respect of the Borrower or any of their assets;
 - (d) enforcement of any Security Interest over any assets of the Borrower.
 - (e) Any other event which prejudicially alters the Bank's interest or may have Material Adverse Effect.
- 3. The Facilities are utilized for any other purpose other than the purpose enumerated in this Facility Agreement or the Sanction Letter.
 - (a) If one or more judgments or decrees have been rendered or entered against the Borrower and such judgments or decrees are not vacated, discharges or stayed for a period of 30 days. And such judgments or decrees involve in the aggregate, a liability which could have a Material Adverse Effect.
 - (b) Failure of Borrower to get itself rated by a credit rating agency/ies.

- (c) The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.
- (d) If the Borrower without prior written consent of the Bank attempts to create any charge, mortgage, pledge, hypothecation, lien or any other encumbrance over the Borrower's property or any part of the property which is made as security for the repayment of the loan.
- (e) If the Borrower being a partnership is under the process of dissolution or is dissolved.
- (f) If it is certified by an accountant appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that that the liabilities of the Borrower exceed the Borrower's assets or that the borrower is carrying on business at a loss and (s) If the Borrower defaults in respect of any other indebtedness to the Bank or any of the Affiliates/group companies of Borrower defaults in respect of their indebtedness to the Bank.

Upon occurrence of an Event of Default, the Bank shall be entitled to declare the Facilities to be immediately due and payable and upon such declaration, the same shall become immediately due and payable and the Borrower shall immediately pay the indebtedness to the Bank without any demur, protest or delay.

4. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Lender, under which the Borrower is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under this Facility Agreement and the Lender, shall be absolutely entitled to exercise all or any of its rights under this Facility Agreement or under applicable law including SARFAESI Act 2002 or any corresponding law and including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loan/ facility(ies) availed/to be availed from the Lender.
 - (a) Any financial indebtedness of the Borrower is not paid when due or within any originally applicable grace period.
 - (b) Any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default, a default or other similar condition or event (however described).
 - (c) Any commitment for any financial indebtedness of the Borrower is cancelled or suspended by any of its creditors as a result of an event of default, a default or other similar condition or event (however described).
 - (d) Any creditor of the Borrower becomes entitled to declare any financial indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default, a default or other similar condition or event (however described).

10. WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under the Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under the Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at the Bank's sole discretion.

11. INDEMNITY

- (a) The Borrower shall, without protest or demur, irrevocably and unconditionally pay, indemnify, defend and hold harmless, the Bank against any and all, losses, liabilities, obligations, damages, litigations expenses, judgments, costs, taxes, penalties, charges, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, whatsoever which may be brought or made against or sustained or incurred by the Bank (whether directly or indirectly and whether paid by Bank or not) or which the Bank may become liable under or in respect of this Facility Agreement and any action or proceedings made or brought against the Bank, its correspondents or confirming banks or agents; without deducting any tax in India whether or not such payment attract withholding tax in India or requires due certification by a qualified accountant.
- (b) The Borrower shall upon demand pay to or reimburse the Bank in full a) the legal costs of the preparation of this Facility Agreement, documents creating security and all documents relating thereto (b) all costs, expenses and fees relating to the periodic valuation, inspection, insurance and protection/preservation in any other manner of the security tendered to the Bank and all costs (including legal fees) incurred by the Bank in preserving

perfecting or enforcing any of its rights under or in respect of this Facility Agreement, or any present or future security and other documents

12. MISCELLANEOUS

12.1 Notice and Digital Communication

- A. Every notice, request, demand or other communication under this Agreement shall:
- (a) be in writing, delivered by hand, or by registered post, acknowledgement due or by email or SMS with URL Link of Notice, WhatsApp or such other electronic transmission;
 - (b) be deemed to have been received when :
 - (i) delivered personally, at the time so delivered and if given by registered post/courier, forty-eight (48) hours after it has been put into post/courier.
 - (ii) sent by email, SMS with URL Link of Notice, or WhatsApp or any such electronic transmission, at the time such communication is successfully issued to the recipient's last notified electronic contact details, as evidenced by system-generated delivery confirmation, or, in the absence of such confirmation, upon expiry of 24 hours from the time of transmission, provided no delivery failure notification is received by the sender.
- B. The Borrower specifically covenant to inform any change in its address/ communication details within 07 (Seven) days of such change to the Bank. If there is no such change in the address / communication details (i.e. registered phone number, email address, whatsapp number) is received by the Bank then any notice, correspondence, request, demand or other communication shall be deemed to be delivered to the Borrower, if sent to the existing address / communication details in the records of the Bank. The Borrower agrees to abide by any notice, correspondence, request, demand or other communication delivered at their existing address / communication details in the Bank's records.
- C. The Borrower is aware that transmission of this Facility Agreement, addendums to this Facility Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Bank through the Electronic Media for various matters under this Facility Agreement including in relation to the Facility and the operation thereof.
- D. (a) In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding. (b) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower confirms that the Bank shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower. (d) The Bank shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Bank on basis of the Communications through the Electronic Media. (e) The Bank shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Bank's rights under this Facility Agreement or otherwise. (f) The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower in relation to the Communications through Electronic Media. (g) The Borrower is aware and confirms that the Bank is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.

12A. Appropriation of Payments

Unless otherwise agreed to by Bank any payment due and payable under the Facility Agreement and made by the Borrower or received by Bank would be appropriated towards outstanding dues, in the order, namely:

- (a) Interest on fees, costs, charges, expenses and other monies;
- (b) Fees, costs, charges, expenses and other monies;
- (c) Penal Charges and Overdue/ Temporary Overdraft Charges;
- (d) Interest;
- (e) Repayment of the principal amount under the Facilities.

Notwithstanding the above, any amount paid to the Bank maybe appropriated by the Bank towards the outstanding dues, in the manner the Bank may deem fit at its sole discretion.

13. After receiving from the Bank, any statement giving details of: the aggregate debit balance in the Account as on the date stated in such statement; the further applicable accrued interest from the aforesaid date mentioned in the aforesaid statement; securities, if any, created for securing the Facilities / the amounts stated in the aforesaid Account, the Borrower shall forward its acknowledgement of the aforesaid indebtedness and the securities, if any, specified in the aforesaid statement, in the form prescribed by the Bank. If the Bank does not receive such acknowledgement from the Borrower within a period of 10 (ten) days from the date of receipt of statement from the Bank, the Borrower shall be deemed to have confirmed the correctness of the entries in such statement and

acknowledged the indebtedness for the balance mentioned in the aforesaid statement. Non-receipt by the Borrower of statements pertaining to the Account or the incorrectness of any entry therein shall be brought to the notice of the Bank by the tenth day of every month or on receipt of such statement, as the case may be.

14. The Facility Agreement and all the other transaction documents (unless otherwise specified in any Transaction Document) shall be governed by and construed in accordance with the laws of India.
15. The Borrower shall not assign, securitize, novate or transfer all or any of its rights, benefits or obligations under the Transaction Documents without the approval of the Bank. The Bank may, at any time, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under the Transaction Documents without notice to the Borrower. Notwithstanding any such assignment, securitization, novation or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under the Facility Agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
16. Notwithstanding anything contained above, the Bank may without notice to the Borrower in its sole discretion, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under the Transaction Documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under the Transaction Documents to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment, securitization, novation or transfer shall conclusively bind the Borrower.
17. Any provisions of this Facility Agreement or any other Transaction document which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Facility Agreement or any other Transaction Document or affect such provision in any other jurisdiction.
18. Any provision of the Transaction Documents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of the Transaction Documents or affect such provision in any other jurisdiction.
19. (i) On the happening of any event of defaults as stated above, the Bank shall have the right to convert (which right is hereinafter referred to as the "Conversion Right") at its option the whole or part of the outstanding amount of the Facility whether then due and payable or not), into fully paid-up equity shares of the Borrower, at the fair market value on the date or at par, whichever is lower (which date is hereinafter referred to as the "Date of Conversion") and in the manner specified in a notice in writing to be given by Bank to the Borrower (which notice is hereinafter referred to as the "Notice of Conversion").
 - (ii) The Conversion Right reserved as aforesaid may be exercised by the Bank on one or more occasions during the currency of the Facility on the happening of the event specified hereinabove.
 - (iii) On receipt of Notice of Conversion, the Borrower shall allot and issue the requisite number of fully paid-up equity shares to the Bank, in proportion to its outstanding amounts as on the Date of Conversion and the Bank shall accept the same in satisfaction of the outstanding amounts so converted.
20. The Bank shall be entitled to alter/vary/modify the terms of this Facility Agreement or the Sanction Letter at any time either on its own accord or as may be required by any statutory authority.

Where the Borrower is an individual) he/she is not a director or specified near relation of a director of a banking company; where the Borrower is a partnership firm/HUF) none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; where the Borrower is a joint stock company) none of its directors, is a director or specified near relation of a director of a banking company.

Where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the bank; where the Borrower is a partnership firm/ HUF), none of the partners or members of the HUF, is a specified near relation of any senior officer of the bank; where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the bank.
21. The Borrower hereby agrees and confirms that in case any other person providing any financial assistance to the Borrower imposes any conditions not included herein, or in case any of the terms offered by the Borrower to such person is more favorable to such person than the terms stipulated by the Bank or offered to the Bank, the Borrower shall promptly inform the Bank of such terms or conditions and such of those terms and conditions as may be considered necessary by the Bank, in its discretion shall apply to the Facilities as if the Borrower had specifically agreed to such terms and conditions which terms and conditions shall be deemed to have been expressly incorporated herein.
22. The various working capital facilities shall be interchangeable within the Overall Limits and as further detailed in the Sanction Letter.

23. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank has an unconditional right to cancel the outstanding un-drawn commitments under the Facility Agreement at any time during the currency of the Facilities and that the Bank shall endeavour to provide prior intimation of the same to the Borrower. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event of deterioration in the Borrower's creditworthiness.
24. Borrower accepts that if during the duration of this Facility Agreement, there is significant change in law (such as implementation of GST or any other law) which may result into material economic benefits accruing to the Borrower in tax positions after the effective date of law, then both the parties shall consult promptly in good faith to make necessary revisions and adjustments to this Facility Agreement as required.
25. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to provide the Bank with the appropriate records/ communication address to determine the relevant location of the recipient of service. In case of any tax or related demand due to failure of the Borrower to provide the correct address, the same will be borne by the Borrower.
26. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to communicate the GSTIN number of particular state for the purpose of billing. In case of unregistered Borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST. In case of unregistered Borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST. In case of registered applicants, the address given under Borrower's Details shall be considered as the registered place of business for the purpose of computation of GST. Please note that for the purpose of this Facility Agreement, registered applicant would mean a person registered under the GST Act.
27. For the purpose of this clause, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Services Tax ('UTGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.
28. This Facility Agreement shall become binding on the Borrower and the Bank on and from the date Lender executes the Facility Agreement or the date of acceptance of the Sanction Letter whichever is earlier. It shall be in force till all the monies due and payable under this Facility Agreement and the other transaction documents are fully paid off by the Borrower to the Bank.
29. This Facility Agreement and all documents executed under/in relation to this Facility Agreement shall be governed by and construed in accordance with the laws of India of Business Banking.
30. The Borrower shall execute in favour of the Bank or any nominee of the Bank any further/additional/fresh deeds/documents etc. whenever required by the bank to do so.
31. This Facility Agreement shall be read in conjunction with the Sanction Letter. In case of any inconsistency, the decision of the Bank in this regard shall be final and binding on the Borrower.
32. The Borrowers and the Guarantors confirm that the Lender may for the purposes of credit reference checks, verification, assignment, securitization, novation etc. disclose any information/documents relating to the Borrowers and the Guarantors (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrowers and the Guarantors further authorize the Lender to disclose said information /documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities.
33. This Facility Agreement shall be operative for the balance from time to time due by the Borrower to the Bank in the Facilities Account relating to the relevant Facilities and such Facilities Account shall not be considered as closed by reason of such Facilities Account being brought to credit at any time or from time to time or of its being drawn upon to the full extent and afterwards brought to credit or ceasing to be in debit due to set off of amounts standing to the credit of any account(s) of the Borrower and this Facility Agreement will continue to be operative and unaffected until such relevant Facilities are terminated and all monies in respect thereof are repaid in full to the Bank.
34. The Bank shall have full right to renew/extend the credit facility at its sole discretion. In the event, any of the credit facilities are granted on revolving basis then the Borrower shall be entitled to, subject to that no Event of Default has occurred and is continuing and at the discretion of the Bank, to redraw any amount so repaid upto the overall limits. Any amount redrawn by the Borrower post expiry of tenure of the credit facility shall amount to deemed renewal of the credit facility and the Borrower shall be liable to repay the amount so drawn without as per the terms of the loan agreement and sanction letter.

Appointment of Third Parties/Recovery Agents:

Bank has Board approved Collection of Dues and Repossession of Security Interest policy which is uploaded at Bank's website. Policy lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security" Detailed policy can be referred through below given link:

<https://www.au.bank.in/content/dam/aubank/in/en/notice-board/notice-board-9/policy-on-collection-of-dues-and-repossession-of-security.pdf>

Without prejudice to the rights the Bank or any of the third parties/ authorised agents including but not limited to appointed recovery agents may have under this Agreement and under law, upon occurrence of an Event of Default, the Bank and third parties/ authorised agents including but not limited to appointed recovery agents are authorised to use the contact details provided by the Borrower and Guarantor to get in touch with the Borrower/Guarantor including their authorised signatory(ies)/ representative(s) and also to contact the family members of the Borrower/Guarantors and disclose the relevant details pertaining to the Loan and the Borrower/Guarantor, and the Borrower in this regard consents to such disclosure by the Bank or such third parties/ authorised agents including but not limited to appointed recovery agents. The terms and conditions of this Facility Agreement is adhered with the terms and conditions of the Recovery Policy as per the RBI circular wherein parties will be abide by provisions regarding

- (i) notice period before taking possession
- (ii) circumstances under which the notice period can be waived
- (iii) the procedure for taking possession of the security
- (iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property
- (v) the procedure for giving repossession to the borrower and
- (vi) the procedure for sale / auction of the property.

35. For DLOF Facility:

- a) The Borrower shall ensure that the Electronic Debit Instructions (EDI) given to the Bank by the Borrower(s) pursuant to this Facility Agreement; shall not modified or countermanded without prior written permission of the Bank.
- b) If not acted upon by the Bank for whatever reason, then without prejudice to the rights of the Bank to recall, revoke/ cancel the entire amount outstanding under the DLOF, the Borrower(s) shall issue such revised instructions as may be necessary to ensure payment to the Bank in terms of this Facility Agreement and/ or to issue and deliver cheques for the repayment of the balance outstanding under the DLOF as per the instructions of the Bank from time to time;
- c) The Borrower(s) shall not
 - i) Close the bank accounts from which cheques have been issued/ EDI has been given:
 - ii) Issue any communication to the Bank for stopping or postponing for presentment of the said cheques
- d) The Borrower shall procure and deliver to the Bank before any drawals are made under the Drop Line overdraft Facility irrevocable and unconditional guarantee(s) from the Persons specified as Guarantor(s) mentioned under the Sanction Letter (in favour of the Bank for the due repayment of the Facility and the payment of all interest and other monies payable by the Borrower, in a form prescribed by the Bank. The Borrower shall not pay any guarantee commission to the Guarantor(s).
- e) The Borrower(s) may deliver Electronic Debit Instructions ("EDI") to the Bank with respect to the DLOF Account (which are popularly known as "Standing Instructions") for payment of the Equated Monthly Reductions that are payable by the Borrower(s) to the Bank in accordance with this Facility Agreement and the Schedule 1. For such purpose. the Borrower(s) shall sign and execute all documents/ applications and provide all such information/ documents as may be required for effecting EDI by the Bank.
- f) The Borrower shall secure to the satisfaction of the Bank the DLOF together with all interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower to the Bank ("the said dues"), by creating the Security as mentioned in the Schedule/Sanction Letter in favour of the Bank. The value of the Security to be offered for the DLOF shall be with respect to the drawing power as determined by the Bank from time to time.
- g) The Borrower shall ensure that the value of the Security does not diminish during the Tenure and shall furnish upon demand additional security in such form and value as may be required by the Bank from time to time in amounts and values sufficient at all time in the opinion of the Bank to secure the payment of the DLOF provided herein and any other obligations of the Borrower to the Bank.
- h) The Borrower further acknowledges and confirms that the credit of the amounts under the DLOF is solely at the discretion of the Bank and may depend on various factors like, drawings beyond the limit specified in the Schedule/Sanction Letter, honouring cheques issued for other than the Purpose, classification of the Borrower(s)'s account as a non-performing asset or on account of non-compliance with the terms of sanction. The Bank does not have an obligation to meet further requirements of the Borrower(s) on account of growth in business etc. without proper review of credit limit.

36. ARBITRATION

The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through arbitration proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Agreement. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur.

The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, Bye laws, process and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement.

In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India and/or other relevant forums will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

37. Bank shall be entitled to contact the Borrower and the Guarantor for any promotional campaign/offers through any electronic media including WhatsApp.

38. Grievance Redressal Mechanism:

For redressal of any grievance arising out of this Agreement, the Borrower may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.au.bank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided in Schedule 1 attached to this Agreement.

39 Execution

- a) This Agreement shall become effective and binding on the Borrower from the date of execution as mentioned in Schedule I and shall remain in full force and binding on the Borrower until the entire outstanding amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule I of this Agreement and the document is digitally/electronically signed, the date of execution of this Agreement shall be the date when the Agreement was last signed digitally/electronically by either party. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Agreement shall be in force till all the monies due and payable to the Lender under this Agreement as well as all other agreement/ s, document/s that may be subsisting/executed between the Borrower, and the Lender are fully paid.
- b) The Borrower hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Agreement and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).
- c) The Borrower hereby irrevocably agrees, consents and authorizes the Bank to use the Borrower's/ authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Borrower/authorize signatories. The Borrower hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower /authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower hereby authorizes the Bank to fetch the Borrower's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
- d) The Borrower hereby irrevocably agrees, consents and accepts that the Agreement and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Bank or such third party vendors shall be entitled to collect all data of the Borrower relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.
- e) The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized

platform as may be desired by the Bank. The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Agreement fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Agreement and related documents.

PART A
ADDITIONAL PROVISIONS RELATING TO SPECIFIC PRODUCTS
(LETTER OF CREDIT(S) / LC)

1. DEFINITIONS

- (i) In this Part, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.

"Amounts Devolved" means the sum of the payments due from the Borrower under all the LCs for which the Documents have been presented to and paid by the Bank but reimbursement thereof has not yet been made by the Borrower to the Bank.

"Applicable Rate of Exchange" means -

- a) in case a forward exchange contract / swap has not been booked by the Borrower with the Bank, the applicable foreign currency bill selling rate of the Bank prevailing on the Date of Crystallization. Provided however, that if the relevant rate of exchange is not quoted or not available for any reason on such days, then the rate prevailing on the immediately next Business Day when such rate shall be quoted or be available shall be the Applicable Rate of Exchange;
- b) the forward exchange contract / swap rate in case a forward exchange contract / swap has been booked by the Borrower with the Bank.

"Bills" means, as the context may permit or require, any or each of the bills of exchange drawn under the LCs.

"Date of Crystallisation" means the 10th day after the date of receipt of Documents by the Bank under the LCs in the case of a Sight LCs, or the date of maturity in the case of a Usance LC or as per applicable rules from time to time.

"Defaulted Amounts" shall have the meaning ascribed to it in clause 3 (Payment and Interest) of this Part, and, as the context may permit or require, shall mean any or all of such Defaulted Amounts.

"Documents" means the documents as specified under the LCs (including all bills) and drawn up in accordance with the terms of the LCs opened under the LC and / or the documents as specified under / or in connection with co-accepted bills.

"Documentary Credit Application" means, as the context may permit or require, any or each of the Borrower's application(s) to the Bank for opening LCs and all supporting documents furnished by the Borrower in respect thereof to the Bank.

"Goods" means the relevant goods described in the Documentary Credit Application.

"LC Outstanding" means the sum of the value of all the LCs opened by the Bank on behalf of the Borrower for which the Documents have not been presented to the Bank as well as the LCs where documents are received but are not due for payment / outstanding for payment.

"Letters of Credit" or "LCs" means, as the context may permit or require, any or each of:

- (a) Usance LCs and / or Sight LCs, both inland and foreign,
- (b) Usance LCs and / or Sight LCs, only foreign,
- (c) Usance LCs and / or Sight LCs, only inland,

issued / opened by the Bank as per the Documentary Credit Application to the Bank for opening LCs and all supporting documents furnished by the Borrower in respect thereof to the Bank.

"Sight LCs" means the LCs which provides for payment by the Bank to the negotiating bank on presentation of relevant Documents drawn under the LCs.

"Suppliers" means the suppliers of Goods as per the terms of the LCs.

"SWIFT" means Society for World Wide International Financial Telecommunications, which expression shall include its successors and assigns.

"Usance LCs" means the LCs which provides for payment by the Bank on maturity as per the terms of the LCs.

- (ii) All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the relevant portions of the Facility Agreement.

2. LC FACILITIES

The Bank has, at the request of the Borrower, agreed to open Letters of Credit in foreign currencies and / or in rupees in favour of the Suppliers for amounts to the maximum extent of the respective Limits specified in the Facility Agreement (the "LC Facilities", which expression shall, as the context may permit or require, mean any or each of such LC Facilities) from time to time. Provided, however, the total of LC Outstanding and Amounts Devolved under the LC Facilities shall not at any point of time exceed the amount of the respective Limits.

3. PAYMENT AND INTEREST

- (i) The Borrower shall accept and / or pay all Bills drawn in terms of the:
 - (a) Sight LCs, on presentation of Documents; and
 - (b) Usance LCs, on the date of its maturity.
- (ii) If, on default by the Borrower in paying the Bills / amounts paid / payable by the Bank in respect of the LCs on the Date of Crystallisation, the Bank is called upon / required / expected to pay or has paid, all or any of the monies in pursuance of the LCs, the Borrower shall forthwith pay / reimburse to the Bank, all amounts payable or as the case may be, paid by the Bank under the LCs together with all interest, costs, charges, expenses and monies whatsoever stipulated in or payable under the Transaction Documents. The Bank shall be entitled, at its sole discretion, without any further consent from the Borrower, to debit any of the account at the branch specified in the Schedule 1 to the Facility Agreement and / or any of the other branches of the Bank, with the amount of any payments the Bank is required to make / makes under or in respect of the LCs, as also all interest, commission, charges and other monies payable by the Borrower in respect of the LCs.
- (iii)
 - (a) Notwithstanding the above and without prejudice to the Bank's other rights and remedies under the Facility Agreement, the Bank shall be at liberty to crystallise on the Date of Crystallisation, the Borrower's outstanding liability in respect of the LCs denominated in foreign currencies, by converting the foreign currency amount into Rupees, whereupon the Borrower shall forthwith pay / reimburse to the Bank the Indian rupee equivalent of such foreign currency amount as calculated at the Applicable Rate of Exchange in respect of such LCs (the "Defaulted Amounts - FC LC") and until such payment by the Borrower, the same shall unless otherwise agreed to by the Bank in writing be deemed to be on demand loan to the Borrower and shall, without prejudice to any other rights and remedies available to the Bank, carry interest at the rate specified in the Sanction Letter. Any difference on account of exchange fluctuations in the rates of foreign currencies involved between the payment made by the Borrower to the Bank and the actual amounts incurred by the Bank shall be borne by or be given credit to the Borrower. All payments made by the Bank in foreign currencies may be, at the option of the Bank, converted into rupees with reference to the actual cost to the Bank (including all commission or other bank charges and out-of-pocket expenses) in remitting the foreign currencies.
 - (b) Notwithstanding the above and without prejudice to the Bank's other rights and remedies under the Facility Agreement, the Bank shall be at liberty to crystallise on the Date of Crystallisation, the Borrower's outstanding liability in respect of the LCs denominated in rupees (the "Defaulted Amounts - RLC") and until such payment by the Borrower, the same shall unless otherwise agreed to by the Bank in writing be deemed to be on demand loan to the Borrower and shall, without prejudice to any other rights and remedies available to the Bank, carry interest at the rate at the rate specified in the Sanction Letter.
Defaulted Amounts LC FC and Defaulted Amounts - RLC are hereinafter referred to as the "Defaulted Amounts".
 - (c) Notwithstanding anything contained herein, the interest payable by the Borrower with respect to the Facility shall be subject to the changes in interest rates made by the RBI from time to time.

4. BORROWER'S CONFIRMATIONS

- (i) The Bank may in its sole and absolute discretion and without reference to the Borrower and without the Bank being required to ascertain whether or not there was any breach on the part of the Borrower of the agreements / contracts underlying the LCs and without the Bank being required to go into the validity thereof or otherwise and notwithstanding any directions to the contrary given by the Borrower or any other person on the ground of a dispute as to the liability of the Borrower or otherwise, admit or compromise and pay or submit to arbitration or dispute or resist any claim or demand made against the Bank under or in respect of such LCs and the benefit of the Facility Agreement shall continue to be available to the Bank in respect of any action or repayment which the Bank may take or make in respect of such LCs / LC Facilities.
- (ii) The Borrower shall not amend or agree to amend or grant waiver of any of the provisions of the Documents.

- (iii) The LCs will be opened by the Bank only as per the provisions of Applicable Laws and regulations including exchange control norms laid down by RBI and import trade regulations.
- (iv) Import LCs will be opened by the Bank against valid import licences, wherever applicable.
- (v) In respect of Usance LCs, the goods received under the unpaid LCs will be excluded from the value of stocks for arriving at Drawing Power for availing fund based financial assistance.
- (vi) In case of high value LCs, the Borrower shall, if so required by the Bank, furnish projected cash flow statements; In addition, the Bank shall be entitled to also call for opinion reports from reputed information exchange bureaus or from other banks / institutions in India or overseas at the costs and expenses of the Borrower.
- (vii) The Bank shall issue LCs only in a form acceptable to the Bank.
- (viii) The Borrower shall make adequate arrangement for retiring the Documents under the LC Facilities and does not contemplate to seek any financial assistance from the Bank for such purpose, unless otherwise previously arranged with the Bank.
- (ix) The Borrower shall have furnished to the Bank at the time of submitting the Documentary Credit Application, the following, duly completed: a) order together with the order confirmation of Supplier; or b) proforma invoice of Supplier duly countersigned by the Borrower; or c) indent / offer from Supplier or his authorised agent together with the exchange control copy of the relative import licence; or d) Any other documents as may be specified by the Bank from time to time.
- (x) The Borrower shall submit to the Bank the exchange control copy of the relative customs bills of entry within the time limit stipulated by RBI.
- (xi) In the event the Borrower requests the Bank to issue delivery order ("DO") pending receipt of Documents to enable the Borrower to clear the goods covered under the LCs, the Borrower shall:
 - (a) accept and retire the Documents irrespective of any discrepancy on receipt or on due date without any demur whatsoever; and
 - (b) indemnify and keep the Bank indemnified against any liability, loss, damages, costs and expenses (including costs between attorney and client) awarded against or incurred or paid by the Bank as a result of or in connection with the Bank issuing DO and / or the Borrower refusing to accept any discrepancy in the Documents on receipt or on due date.
- (xii) In the event agency commission is payable in India or abroad, the Borrower shall deduct the same and request the Bank to open the LCs for the net amount of the contract value. If the invoice(s) presented for negotiation by the foreign Suppliers indicate agency commission amount(s) payable to the local agents of such Suppliers, the Borrower shall promptly effect the payment of such commission in equivalent rupees out of its own resources and submit to the Bank the receipt(s) from the local agents of such Suppliers.
- (xiii) (a) the Documentary Credit Application shall be deemed to have been accepted when advice thereof has been sent to the beneficiary through SWIFT / tested telex / airmail;
 - (b) the date of receipt of Documents by the Bank under the LC Facilities as registered in the records of the Bank shall be conclusive and binding on the Borrower;
 - (c) the import of Goods is / are not in contravention of Trade Policy / Exim Policy guidelines and / or any other laws, policy and guidelines prescribed by the Governmental Agency from time to time;
 - (d) it has a valid Import Export code number assigned by the Director General of Foreign Trade;
 - (e) it is authorised to undertake imports of the Goods, wherever applicable; and
 - (f) the transaction covered under the LC Facilities does not involve and is not designed for the purpose of any contravention or evasion of the provisions of Foreign Exchange Management Act, 1999 or of any rule, regulations, notifications direction or order made thereunder or of any other law, rule, regulation or direction.
- (xiv) the LCs may be amended and / or modified by the Bank in its absolute discretion, including for an increased limit on the Borrower giving the Bank written instruction for the same and in such an event, such amendment / modification will be deemed to form part of the relevant Documentary Credit Application and will be governed by the terms hereof and the Borrower agrees, covenants, records and confirms that it shall be bound by the same as if such amendment / modification including the increased limit had originally constituted the term of the LCs.
- (xv) the LC Facilities shall be utilised only for the purpose as has been disclosed to the Bank in Documentary Credit Application, unless otherwise previously permitted by the Bank in writing.
- (xvi) the Bank shall be entitled, at its sole discretion and without any reference to and / or consent of the Borrower, to make payment of the bills under the LCs on presentment thereof or on the due date thereof.
- (xvii) notwithstanding the possibility, existence, pendency or continuance of any dispute or differences or of any arbitration proceedings or of any suit or other legal proceedings whatsoever between the Borrower

and the beneficiary or beneficiaries of the LCs and / or between the Borrower(s) inter-se which may directly or indirectly arise out of or under or in connection with the subject matter(s) of the LCs or which may affect the legality or validity of the LCs and / or any transaction(s) directly or indirectly connected with or relating to or arising out of subject matter(s) of the LCs, the reasonableness or propriety or validity of any such payment shall be conclusive and binding on the Borrower so far as concerns the Borrower's liability to the Bank under the Facility Agreement.

- (xviii) In respect of goods or documents of title to goods in favour of the Bank / held by the Bank released by the Bank in its sole discretion at the request of the Borrower, the Borrower agrees, confirms and undertakes that :
- (a) the Borrower shall receive hold and store the underlying goods and / or documents and / or any other goods / documents delivered by the Borrower to the Bank as trust agents for the Bank until sale and as such trust agents, sell the goods (if so required by the Bank at such price as the Bank may approve) and upon sale and as long as any monies remain due the Bank, hold the sale proceeds on trust for the Bank and immediately upon receipt thereof, pay the said proceeds to the Bank without any deduction and at the same time advise the Bank of the account and the transaction in respect of which such payment is made;
 - (b) the Bank shall have full authority to demand and receive from any person(s) the purchase money of such goods or any part thereof;
 - (c) the Borrower shall at its own cost insure and keep the aforesaid goods insured to their full value against such risks and with such insurers acceptable to the Bank, and hold the policies on behalf of the Bank and in the name of the Bank, and if required assign, and deliver the policies to the Bank and ensure payment to the Bank of all sums payable by the insurers under or in respect of such policies;
 - (d) the Borrower shall store / keep the aforesaid goods separate and shall not raise any finance against the same without the approval of the Bank and the aforesaid goods shall be excluded from the value of stocks for arriving at Drawing Power for availing fund based financial assistance;
 - (e) the Bank, its officers, servants and agents shall be at liberty at all times without notice to the Borrower, to inspect the aforesaid goods and retake possession or demand redelivery thereof to the Bank (which the Borrower undertakes to give on demand) and remove and sell the same in such manner and upon such terms and conditions as to price and otherwise as the Bank may in its absolute discretion think fit and otherwise to take whatever steps the Bank consider expedient for the protection of their interest therein and enforcement and realization of security;
 - (f) the aforesaid goods shall be a security to the Bank for the payment of all monies payable to the Bank from the Borrower under the LC Facilities and all monies in respect thereof under the Transaction Documents; and
 - (g) the aforesaid goods shall in all respects be treated by the Borrower in the books of the Borrower as belonging to and held on behalf of the Bank.
- (xix) if for any reason whatsoever the liability of the Bank extends beyond the validity period specified in the LCs or if the Bank is prevented by any action initiated by the Borrower or otherwise from making payment of part or whole of the amounts under the LCs, the Borrower shall be liable to pay commission also for the period for which the Bank remains liable under the LCs and / or the period for which the payment of the amounts under the LCs / discharge from the obligations under the LCs has been delayed.
- (xx) the Borrower shall provide / deposit immediately on demand and without demur, additional acceptable security to the Bank and / or sufficient amounts by way of 100% cash margin on the amounts of the LCs in respect of which the Bank is restrained from making payment.

5. NO LIABILITY

The Borrower agrees that the transmission of all instructions and communications under the LCs and the shipping of Documents and the Goods thereunder is entirely at the Borrower's risk. The Bank or its correspondents or agents or confirming banks shall not be responsible for any error or delay in such transmission or loss or delay in delivery of the Documents or the Goods.

6. INDEMNITY

The Borrower hereby agrees to:

- (i) pay to the Bank on demand, all costs (including legal and litigation costs and expenses on full indemnity basis) customs duty, penalty, demurrage, storage charges, clearing and forwarding charges and all other charges and expenses which the Bank may be put to or suffer or incur in connection with the Goods and / or the documents of title to Goods covered by the LCs including for re-shipment thereof for any reason whatsoever, or in the exercise or enforcement of any right or power hereby conferred or otherwise howsoever.

- (ii) indemnify and keep fully indemnified and save the Bank against:
 - (a) any claim, loss or damage, costs, charges and expenses including litigation expenses whatsoever which may be brought or made against or sustained or incurred by the Bank (and whether paid by the Bank or not) or which the Bank may become liable under or in respect of the LCs;
 - (b) action or proceedings made or brought against the Bank, its correspondents or confirming banks or agents;
 - (c) any liability or loss incurred or suffered by it, its correspondents or confirming banks or agents by reason of it having established the LCs;
 - (d) every payment made, obligation, liability, loss and damage, penalties, taxes, etc. whatsoever undertaken or incurred or suffered by the Bank (whether directly or indirectly) under or in connection with and / or arising from all or any or some of such LCs; and
 - (e) against any liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Bank as a result of or in connection with the Bank making payment to the Suppliers, under the LCs, without deducting tax in India whether or not such payment attracts withholding tax in India or requires due certification by a qualified accountant.

7. SALE OF GOODS

- (i) On the happening of any of the Events of Default, the Bank shall be entitled without prejudice to any of its other rights contained in the Facility Agreement or under the Applicable Law and without notice to the Borrower (which the Borrower hereby expressly waives), to sell the Goods whether before or after their arrival either by public auction or tender or by private contract and subject to such conditions as the Bank may deem fit to impose, or otherwise dispose of or deal with the Goods or any part thereof and / or with the relative documents of title to the Goods in any manner whatsoever, without being bound to exercise any of these powers or liable for any loss in the exercise or non-exercise thereof. The proceeds realised from sale of the Goods or transfer or any document of title, remaining after deducting therefrom the costs and expense of and incidental to such sale or transfer, shall be applied in or towards payment or satisfaction of the amount(s) due to the Bank in respect of any payment made by the Bank under the LC Facilities for the account of the Borrower, and interest thereon and all costs charges and expenses as hereinabove mentioned. The Borrower shall accept the Bank's account of sale or realisation as conclusive evidence both in and out of court as to the amount(s) realised and expenses incurred, and shall pay forthwith any shortfall or deficiency remaining after such application. The Bank shall not be liable to the Borrower for any loss which may occur pending sale or disposal of the Goods and / or document of title of goods, whether by reason of theft, damage, deterioration or decay of the Goods or depreciation in the value thereof or otherwise whatsoever be the cause.
- (ii) The Borrower agrees and undertakes to sign, execute and deliver to the Bank from time to time on demand made by the Bank, such further or other deeds, documents and writings and do all such acts, matters and things as may be required by the Bank for better perfecting the title of the Bank to the Goods so as to render the same readily saleable or transferable by the Bank to any purchaser(s) at all time.

PART B

(BANK GUARANTEE ("BG") / STAND BY LETTER OF CREDIT ("SBLC"))

1. BG / SBLC FACILITIES

The Bank has, at the request of the Borrower, agreed to grant to the Borrower working capital facilities by way of issue of bank guarantees / standby letter(s) of credit (the "BGs", which expression shall, as the context may permit or require, mean any or each of such BGs and all renewals made thereto from time to time) in favour of entities / persons acceptable to the Bank guaranteeing / undertaking payment obligations / obligations to make payment upto the guaranteed amount in case of shortfall in performance / non-performance in terms of various contracts / agreements entered into between the Borrower and the respective beneficiaries, upto the maximum extent of the amounts of respective Limits specified in the Facility Agreement (the "BG Facilities"). Provided, however, the total of amounts outstanding under the BG Facilities shall not at any point of time exceed the amount of the respective Limits.

2. PAYMENT AND INTEREST

- (i) If the Bank is called upon to pay, or pays, all or any of the monies in pursuance of the BGs, the Borrower shall, without questioning the reasonableness or validity or otherwise of any payment made or required

to be made by the Bank under the BGs, forthwith pay to the Bank, all amounts payable or as the case may be, paid by the Bank, including without limitation, all costs, charges and expenses whatsoever payable or paid, suffered or incurred by the Bank in respect of or in relation to or arising out of the obligations undertaken under the BGs (collectively, the "Defaulted Amounts - BGs") and until such payment by the Borrower, the same shall unless otherwise agreed to by the Bank, be deemed to be on demand loans to the Borrower carrying interest at the rate specified in the Sanction Letter. The Bank shall be entitled, at its sole discretion, without any further consent from the Borrower, to debit any of the Account at the branch specified in the Schedule 1 of the Facility Agreement and / or any of the other branches of the Bank, with the amount of any payments the Bank is required to make / makes under or in respect of the BGs, as also all interest, commission, charges and other monies payable by the Borrower in respect of the BGs.

- (ii) All payments made by the Bank in foreign currencies may be, at the option of the Bank, converted into rupees with reference to the actual cost to the Bank (including all commission or other bank charges and out-of-pocket expenses) in remitting the foreign currencies.

3. BORROWER'S CONFIRMATION AND DECLARATION

- (i) The Borrower agrees and confirms that:
 - (a) the Bank is authorised to determine, at its sole discretion, whether a demand complies with the relevant BG issued by it or is discrepant and upon a payment being made or a determination being made by the Bank of a valid demand having been made, the determination will be conclusive and final evidence that the demand is correct and has been properly made. The Borrower shall not be entitled to and hereby irrevocably waives all rights and entitlements to claim against, object or dispute the aforesaid determination of the Bank or any payments made by it under the BG, whether or not finally the demand was determined to be discrepant;
 - (b) if the Bank pays any demand under the BG such amount shall be regarded as having been properly paid for the purposes of this Facility Agreement;
- (ii) The Borrower further confirms and declares that:
 - (a) it is in compliance with provisions of applicable Laws with respect to the transactions that are the subject matter of the BG and the transactions covered under the BG do not involve or are not designed for the purposes of any contravention or evasion of any provision of any Applicable Laws.
 - (b) The Borrower further confirms and declares that the BG may be amended and/or modified by the Bank in its absolute discretion upon receipt of written request from the Borrower and in such an event, such amendment/modification will be deemed to form part of the existing BG and will be governed by the terms hereof.

4. ADDITIONAL PROVISIONS

The Borrower further agrees, confirms and undertakes as follows:

- (i) the Borrower shall indemnify the Bank and keep the Bank indemnified against all actions, proceedings, claims, demands, duties, penalties, taxes, losses, damages, actions, costs, charges and expenses (including costs between attorney and client) and other liabilities whatsoever which may be brought or made against or sustained or incurred by the Bank (and whether paid by the Bank or not) or which the Bank may become liable under or in respect of the BGs;
- (ii) the Bank may in its sole and absolute discretion and without reference to the Borrower and without the Bank being required to ascertain whether or not there was any breach on the part of the Borrower of the agreements / contracts underlying the BGs and without the Bank being required to go into the validity thereof or otherwise and notwithstanding any directions to the contrary given by the Borrower or any other person on the ground of a dispute as to the liability of the Borrower / the Bank or otherwise, admit or compromise and pay or submit to arbitration or dispute or resist any claim or demand made against the Bank under or in respect of such BGs, and the indemnities of the Borrower contained in the Facility Agreement shall continue to be available to the Bank in respect of any action or payment which the Bank may take or make;
- (iii) the Borrower shall
 - (a) duly and punctually observe, perform and comply with all the covenants, obligations and conditions of all the agreements / contracts underlying the BGs including due payment and discharge of all its payment obligations under such contracts / agreements on the due dates; Borrower to ensure that all interest/fees/charges debited to the borrower's account is cleared on their respective due date.
 - (b) not create or permit to subsist, any encumbrance of any nature whatsoever over all or any part of the underlying agreements / contracts or its rights thereunder;

- (c) not amend or agree to amend or grant waiver of any of the provisions of the underlying agreements / contracts
- (d) the BGs will be issued by the Bank only as per the provisions of Applicable Laws and regulations including those laid down by RBI;
- (e) the Bank shall issue BGs only in a format acceptable to the Bank;
- (f) in case of bid bond / earnest money deposits / advance payment / retention money BGs, stipulated under project exports or if the BGs are issued under any Export Promotion Capital Goods Scheme (EPCGS), the Bank shall be entitled to obtain counter guarantees from Export Credit Guarantee Corporation (ECGC) or similar authority, at the costs and expenses of the Borrower;
- (g) if for any reason whatsoever the liability of the Bank extends beyond the validity period specified in the BGs or if the Bank is prevented by any action initiated by the Borrower or otherwise from making payment of part or whole of the guaranteed amounts to the beneficiary of the BGs, the Borrower shall be liable to pay commission also for the period for which the Bank remains liable under the BGs and / or the period for which the payment of the guaranteed amount / discharge from the guaranteed obligations has been delayed;
- (h) the Borrower shall provide / deposit immediately on demand and without demur, additional acceptable security to the Bank and / or sufficient amounts by way of 100% cash margin on the outstanding amounts of the BGs, which in the Bank's opinion are likely to be invoked due to non / inadequate fulfillment of obligation, in particular of performance undertaken under the BGs. The Borrower shall accept the Bank's judgement on the likelihood of guarantee obligation being unfulfilled, as final and binding;
- (i) in the event of the interest rate on the principal amount of the financial assistances guaranteed by the Bank increasing for any reason whatsoever beyond the percentage specified in the underlying agreements / contracts and consequentially the liability and obligation of the Bank under the BGs increasing, the Borrower shall indemnify and keep indemnified the Bank to the extent of Penal Charge(s) and Overdue/ Temporary Overdraft Charges if any, and liability paid in such form as may be determined by the Bank.

PART C

(EXPORT FINANCE)

EXPORT PACKING CREDIT FACILITIES

Export finance can be categorized into two main types: 'Pre-Shipment Finance' and 'Post-Shipment Finance,' depending on the stage at which the financial assistance is provided. 'Pre-Shipment Finance' refers to the funding extended to Borrower before the shipment of goods, whereas 'Post-Shipment Finance' pertains to the financial support extended to the Borrower after the goods have been shipped.

DEFINITION

Pre-shipment Finance or Packing Credit: refers to any loan, advance or any credit facility extended by the Bank to the Borrower towards financing the acquisition, processing, manufacturing, or packaging of goods before shipment, or for covering working capital expenses related to providing export services. Such loan or financial assistance is based on a letter of credit opened in favor of the Borrower, either directly or on behalf of another party (in case of hypothecation/ assignment of letter of credit), by an overseas buyer. Such loan or financial assistance may also be provided against a confirmed and irrevocable order for the export of goods and services from India, or any other evidence indicating an order from India placed on the Borrower or another person (in case of sub-contracting), unless the requirement for lodgment of export orders or letters of credit with the Bank has been waived. Pre-shipment Finance can be offered in INR or foreign currency as may be decided between the Bank/ Lender and the Borrower.

DISBURSEMENT CONDITIONS

The Borrower hereby confirms and agrees that:

- a) The Pre-shipment Finance or Packing Credit may be on running account basis or on order basis by way of packing credit loans. In case of running account facility, the export order to be submitted within 30 days from the date of disbursement. The facility under Pre-shipment Finance shall not extend to any sub-suppliers.

- b) The disbursement of funds under Pre-shipment Finance may occur in stages, contingent upon the Borrower's export requirements.
- c) Goods being exported shall be eligible for unrestricted export, meaning they should not fall under prohibited or restricted categories. If restrictions apply, a valid license permitting exportation must be in place.

RATE OF INTEREST:

1. The Borrower agrees and confirms that the Bank may fix the interest rate under the Pre-shipment Finance based on the cost of funds or may adopt repo linked lending rate (RLLR) for rupee financing, or alternate reference rate (ARR) for foreign currency financing as per internal policy of the Bank on interest rates.
2. In response to alterations in the Bank's officially communicated Repo rate, the interest rate will be recalibrated on every third-month anniversary from the initial disbursement or setup of the Limit, as applicable. The Bank shall be at liberty to adjust the frequency and date of the reset in accordance with prevailing RBI guidelines and shall communicate the Borrower of the same.
3. The Bank shall be at liberty to modify the spread at any time, prompted by a significant shift in the Borrower's credit evaluation or due to a deterioration in the credit risk profile. Any adjustments to the "spread" will be conveyed by the Bank through methods such as letters, emails, SMS, WhatsApp, statements of accounts, or any other suitable means.

The Borrower is considered to have received notification of Repo rate changes when they are posted on the branch notice board or the bank's website (www.au.bank.in) and the Borrower is obligated to adhere to the revised interest rate.

LIQUIDATION OF PRE-SHIPMENT FINANCE

The Borrower agrees and acknowledges that liquidation of the outstanding amount under the Pre-shipment Finance shall be done from:

- a) the proceeds of unfinanced export bills.
- b) the EEFC balances.
- c) converting into post-shipment credit upon the submission of post-shipment document.
- d) utilizing rupee resources corresponding to the extent of completed exports.
- e) for running accounts, the bank should prioritize marking off individual bills on a First-In-First-Out (FIFO) basis.
- f) when settling PCFC/PCRS from rupee resources/EEFC, the client must provide evidence that the export has been completed or the inward remittances have been received. It is essential to verify that the remittance dates are subsequent to the date of loan disbursal.

ADDITIONAL CONDITIONS

The Borrower hereby agrees and acknowledges:

- a) that Pursuant to the Borrower's request, the Bank has formally consented to extend the working capital facilities, specifically in the form of Pre-shipment Finance. These funds under Pre-shipment Finance may be provided in foreign currencies and/or in INR, with the stipulation that the amounts do not exceed the predetermined Limits.
- b) That any payments made by the Bank in connection with the Pre-shipment Finance shall be regarded as advances extended to the Borrower by the Bank and can be charged to the Account.
- c) That bills drawn on entities with a history of dishonoring documents in the past will not be accepted for purchase or discount. The overseas buyer, country, or any associated entities involved in the export process should not be listed in any banned or sanctioned registers, in accordance with prevailing guidelines.
- d) To mandatorily comply with the current RBI guidelines and modifications and amendments thereof from time to time and Foreign Trade Policy, including settlement and liquidation processes.
- e) Besides standard insurance, to also secure coverage for all transit risks from the warehouses until marine insurance takes effect. The Borrower shall also arrange for forward exchange contracts as may deemed necessary by the Bank.
- f) That the Borrower may be required to furnish export insurance policy coverage on case-by-case basis, upon request by the Bank. The Bank reserves the right to request a credit/opinion report on the counterparty on a case-by-case basis, with all associated charges to be borne by the Borrower.

To settle PCFC/PCRS through EEFC/INR based on completed exports, the Borrower must furnish credible evidence of the export transactions. In instances where liquidation involves funds from another bank, the Borrower should present

a letter from that bank, duly signed by an authorized signatory of that bank, confirming that the export proceeds were not used to repay packing credit with them. This precaution is taken to prevent dual financing. Alternatively, the remitting bank can convey the necessary details in their authenticated SWIFT message.

Post-Shipment Finance:

It refers to any loan, advance or credit facility offered by the Bank to the Borrower exporting goods/services from India. The loan or credit facility under Post-Shipment Finance is extended to the Borrower from the date of advancement of the credit after the shipment of goods/rendering of services from India until the realization of export proceeds, in accordance with the period specified by the RBI in this regard. It encompasses any loan or credit facility provided to the Borrower, either in consideration of or secured by any duty drawback granted by the Government of India from time to time.

DISBURSEMENT CONDITIONS

The Borrower hereby confirms and agrees that the Post-Shipment Finance can be availed in the form of:

- i) Export bill purchased/ discounted/ negotiated.
- ii) Advances against collection bills.
- iii) Advance against duty drawback receivable from Government

The disbursement of funds under Post-shipment Finance may occur in stages, contingent upon the Borrower's credit requirements.

Goods and services being exported shall be eligible for unrestricted export, meaning they should not fall under prohibited or restricted categories. If restrictions apply, a valid license permitting exportation must be in place.

RATE OF INTEREST

1. The Borrower agrees and confirms that the Bank may fix the interest rate under the Pre-shipment Finance based on the cost of funds or may adopt repo linked lending rate (RLLR) for rupee financing, or alternate reference rate (ARR) for foreign currency financing as per internal policy of the Bank on interest rates.
2. In response to alterations in the Bank's officially communicated Repo rate, the interest rate will be recalibrated on every third-month anniversary from the initial disbursement or setup of the Limit, as applicable. The Bank shall be at liberty to adjust the frequency and date of the reset in accordance with prevailing RBI guidelines and shall communicate the Borrower of the same.
3. The Bank shall be at liberty to modify the spread at any time, prompted by a significant shift in the Borrower's credit evaluation or due to a deterioration in the credit risk profile. Any adjustments to the "spread" will be conveyed by the Bank through methods such as letters, emails, SMS, WhatsApp, statements of accounts, or any other suitable means.

The Borrower is considered to have received notification of Repo rate changes when they are posted on the branch notice board or the bank's website (www.au.bank.in) and the Borrower is obligated to adhere to the revised interest rate.

LIQUIDATION OF POST-SHIPMENT FINANCE

The Borrower agrees and acknowledges that liquidation of the outstanding amount under the Post Shipment Finance can be done from:

- a) Through export proceeds from the date of shipment
- b) Out of EEFC balances
- c) Proceeds of other unfinanced collection bills
- d) Out of rupee resources of exporter. However, the corresponding shipping bill will remain outstanding, and the amount will be shown as outstanding in EDPMS. Therefore, the exporter's liability for realization would continue till the export bill is realized.

ADDITIONAL CONDITIONS

The Borrower hereby confirms and acknowledges:

- a) That the Borrower may be required to furnish export insurance policy coverage on case-by-case basis, upon request by the Bank. The Bank reserves the right to request a credit/opinion report on the counterparty on a case-by-case basis, with all associated charges to be borne by the Borrower.

- b) In the event Borrower fails to ensure the delivery of proceeds of the exports on the due date, a report in this regard shall be submitted by the Bank to the RBI. The Borrower shall be at liberty, without any reference or prior approval of the Borrower, to follow up with the concerned overseas buyer of the Borrower for remittance of export proceeds directly to the Bank.
- c) that pursuant to the Borrower's request, the Bank has formally consented to extend the working capital facilities, specifically in the form of Post Shipment Finance. These funds under Post Shipment Finance may be provided in foreign currencies and/or in INR, with the stipulation that the amounts do not exceed the predetermined Limits.
- d) That any disbursement made by the Bank in connection with the Post Shipment Finance shall be regarded as advances extended to the Borrower by the Bank and can be charged to the Account.
- e) That bills drawn on entities with a history of dishonoring documents in the past will not be accepted for purchase or discount. The overseas buyer, country, or any associated entities involved in the export process should not be listed in any banned or sanctioned registers, in accordance with prevailing guidelines.
- f) To mandatorily comply with the current RBI guidelines and modifications and amendments thereof from time to time and Foreign Trade Policy, including settlement and liquidation processes.
- g) Besides standard insurance, to also secure coverage for all transit risks from the warehouses until marine insurance takes effect. The Borrower shall also arrange for forward exchange contracts as may deemed necessary by the Bank.
- h) that the bills that are negotiated or purchased will be crystallized by the bank if they are not realized within 30 days from the expiry or due date. The bill's foreign currency value will be converted into Indian rupees using the current prevailing TT selling rate.

4. BORROWER'S CONFIRMATION

The Borrower hereby confirms that the Borrower is required to maintain a distinct account and inventory/stock record for the goods associated with the EXPORT PACKING CREDIT FACILITIES. Additionally, the Borrower must provide the Bank monthly statements detailing purchases and the use of goods in the manufacturing of finished products.

At no juncture should the outstanding amounts under the EXPORT PACKING CREDIT FACILITIES surpass the corresponding Limits. The Bank retains absolute discretion to decide the specific amount, within the respective Limits, that it will advance or permit to remain outstanding in the relevant account at any given time.

If stipulated by the Bank, the Borrower shall procure cover from Export Credit Guarantee Corporation ("ECGC") or other insurer and / or take a packing credit whole turnover pre-shipment policy of ECGC or other insurer.

Part D (Forward Contracts/ LER Limit)

Definitions

Forward Contract: refers to a financial agreement between the Bank and Borrower that involves the future exchange of a specified amount of one currency for another at an agreed-upon exchange rate. This agreement is made with the intention of hedging against potential fluctuations in currency exchange rates.

Anticipated exposure: An exposure to the exchange rate of INR against a foreign currency on account of current and capital account transactions permissible under FEMA, 1999 or any rules or regulations made thereunder, which are expected to be entered into in future.

Contracted exposure: An exposure to the exchange rate of INR against a foreign currency on account of current and capital account transactions permissible under FEMA, 1999 or any rules or regulations made thereunder, which have already been entered into.

- iii. For the purpose of (i) and (ii), the term exposure would also include those arising out of transactions between residents that are denominated in a foreign currency but settled in INR or are linked to a foreign currency or are linked to a benchmark denominated in foreign currency.

Hedging – The activity of undertaking a derivative contract to offset the impact of an anticipated or a contracted exposure.

User – Any person as defined under para 2 (u) of FEMA, 1999 whether resident in India or resident outside India

Bank shall classify a user as per the User Classification Framework as provided below to this direction and shall comply with the guidelines applicable in each case.

- i. For the purpose of offering derivative contracts to a user, the Authorised Dealer shall classify the user either as a retail user or as a non-retail user.
- ii. The following users shall be eligible to be classified as non-retail users:
 - a. All entities regulated by a financial sector regulator subject to general or special permission of the concerned regulator
 - b. Exim Bank, National Bank of Agriculture and Rural Development (NABARD), National Housing Bank (NHB) and Small Industries Development Bank of India (SIDBI)
 - c. Companies with a minimum net worth of Rs 500 crores
 - d. Persons resident outside India other than individuals
- iii. Any user who is not eligible to be classified as a non-retail user shall be classified as a retail user. iv. Any user who is otherwise eligible to be classified as a non-retail user shall have the option to get classified as a retail user.

Key features of a Forward Contract:

The Borrower is prohibited from entering into forward contracts, swaps, options, or any other liability management contracts related to the payment of interest or other obligations under the Facility Agreement, unless prior approval is obtained from the Bank and subject to the terms and conditions specified by the Bank. If the Bank grants approval for such contracts, they must be exclusively executed through the Bank.

- a) Contracts will be finalized only upon the submission of documentary evidence demonstrating the underlying exposure, satisfying the bank's requirements. A certificate affirming that the exposure covered by the contract has not been addressed by any other bank is also required.
- b) Depending on the forex market's volatility, the Bank reserves the right, at its absolute discretion, to request necessary cash margins for the booking of Forward Contracts. Adherence to and compliance of all RBI and Bank guidelines pertaining to Forward Contracts is obligatory upon the Borrower.
- c) The Borrower must provide a written confirmation that neither the Borrower nor its directors listed on its board appears in the RBI/CIBIL defaulter list or the SAL of ECGC. Additionally, Bank shall be at liberty to independently verify this information using the MBP-1 submitted by the directors of the Borrower.
- d) The credit exposure for all merchant Forward Contracts will be calculated daily as the replacement cost of outstanding forward contracts. If the recalculated exposure results in net payables to the Bank exceeding 75% of the held margin, the Borrower must deposit additional margin to maintain a minimum cash margin as stipulated, over and above payable amounts due to mark-to-market valuation. Failure to meet margin calls within three working days or if net payables surpass 80% of the cash deposit held as margin gives the Bank the right to close one or more contracts without further reference or communication to the Borrower. The Borrower is liable to indemnify and compensate the Bank for any resulting losses to the Bank.
- e) Adherence to all exchange control and import trade control regulations is mandatory for the Borrower. The Bank reserves the right to suspend the booking of further contracts before the Due Date and recover the amount upfront from the Borrower on the date of cancellation.
- f) Swap gains resulting from the cancellation of a contract will only be credited on the Due Date. Forward contracts are not to be booked for arbitrage or speculative purposes but strictly for hedging exchange transactions arising from actual or anticipated remittances (inward or outward), substantiated by the Borrower's turnover.
- g) Any change in shareholding pattern or management structure or constitution of the Borrower must be communicated to the Bank. The amount proposed for forward limit cover is indicative, and the bank will enter such contracts purely at its discretion. The Bank may choose not to accept bookings, even if the outstanding contracts amount is below the amount proposed for forward limit cover, depending on the nature of proposed contracts and market conditions.

Directions in case of retail Users

- i. Eligible products – Forwards, purchase of call and put options (Only European options), purchase of call and put spreads, swaps.
- ii. All Forward Contracts with retail clients shall be executed at the ongoing interbank / market rates and shall be time stamped. For all other derivative contracts, the mid-market mark of the derivative shall be disclosed to the Borrower before entering into the contract and the same must be included in the term sheet. Mid-market mark of a derivative is the price of the derivative that is free from profit, credit reserve, hedging, funding, liquidity, or any other costs or adjustments.
- iii. All applicable fees / commissions / service charges etc. related to the contract shall be charged by the Bank separately and shall not be part of the price of the contract.

Directions in case of non-retail Users

- i. Eligible products – Any derivative contract, including covered options, which the Bank can price and value independently and is approved by the board of the Bank, provided that the potential loss from the derivative transaction to the User, in any scenario, does not exceed the loss that the User would face if he had left the position unhedged.
- ii. All new products must be cleared by the board (or its equivalent) of the Bank before being offered to its Borrower.

A person, whether resident in India or resident outside India, may enter into a foreign exchange derivative contract or exchange traded currency derivative contract in accordance with provisions contained in Schedule I of RBI Notification No. FEMA 25 /RB-2000, dated 3rd May 2000.

- i) That such contracts shall be for the purpose of hedging a contracted or anticipated exposure. Provided that contracts not based on a contracted or anticipated exposure may be undertaken, as may be permitted by the Reserve Bank of India, provided further that transactions that involve the Rupee but are settled by delivery of a foreign currency shall be undertaken only by an authorised dealer or a person not resident in India and such other persons as may be permitted by the Reserve Bank of India, in terms of the directions issued in this regard by the Reserve Bank of India.
- ii) That such person shall share the details of the exposure with the authorised dealer when called upon to do so by the authorised dealer.

Part E

(Applicable for Bill / Invoice Discounting / Financing)

This part shall be applicable to bill / Invoice discounting / financing extended/to be extended by the “Lender” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, novatees, transferees and assigns) to its Borrower(s) (as defined hereinafter)

WHEREAS:

The Facility (defined hereinafter) which would be provided to the Borrower up to the amount as specified in the Transaction Documents and subject to the terms and conditions as mentioned in this Part E and the Transaction Documents.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The below definitions are in addition to the definitions already provided in the Agreement of which this Part E is an integral part, and the terms defined in the Agreement shall have the same meaning and apply in the same context to this Part E, except when defined separately hereunder. The words capitalized but not defined in this Part E shall have the meaning assigned to them in the Transaction Documents. In case of conflict between any of the terms under the Agreement and this Part E, the terms under this Part E shall prevail.
- 1.2 The following words and expressions shall, unless the context otherwise requires, have the following meaning:
 - a) “Affiliates” shall mean, in relation to group companies, sole proprietorship and partnership firms directly or indirectly, owned and/or controlled and/or under common control of/by all or any of the Borrower and/or Co-Borrowers/Obligors whether jointly or severally. In case any such affiliate is a natural person (including partners of a partnership firm forming party of the Affiliate), then the term “Affiliate” in relation to such natural person shall also mean any person who is a Relative of such natural person as defined under the Act and/or any Affiliate of such natural person.
 - b) “Application Form” means the application form submitted by the Borrower for applying for the Facility.
 - c) “Authorisations” include approvals, clearances, licenses, actions, authorisations, consents, resolutions, filings, rulings, permits, certifications, exemptions etc. for undertaking, performing or enforcing the terms of the Transaction Documents.
 - d) “Authority” includes any government or any governmental or semi-governmental agency or body, regulatory authority or judicial or quasi-judicial body or administrative entity/person, public department or statutory authority.
 - e) “Control” (and its cognate expressions) means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management or policy decisions of that entity and/or

to appoint the majority of directors or management body (as applicable) of the relevant entity, in any manner whatsoever.

- f) “Credit Limit” means the maximum amount up to which the bills/ Invoices will be discounted/ financed as more particularly described in the Transaction Documents.
- g) “Credit Period” means a period to be calculated from the date of invoice/ delivery/ date of discounting/ financing of each bill/Invoice (as the case may be) relating to the Obligors and set out in the Transaction Documents.
- h) “Default” includes Events of Default as specified in the Transaction Documents and also under this Part E.
- i) “Discounted Value” means the amount arrived at in respect of each Invoice/ bill by providing a margin to the accepted value under the Invoice/ bill as set out in the Transaction Documents including all taxes, which is discounted/ financed by the Lender.
- j) “Encumbrance” means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security (including comfort letters, undertakings etc.) under Applicable Law;
- k) “Existing Facility” means bill / Invoice discounting / financing facility already availed by the Obligors, vide facility agreement executed by and between the Obligors and the Lender for the goods invoiced by the Seller/s / Borrower and as also further availed sub-limits, availed under the maximum facility limit covered under such earlier facility agreement.
- l) “Facility” shall be a part of Facilities under clause 2.1 of the Agreement and shall mean the credit facility(ies), including bill / Invoice discounting / financing facility and any sub limit thereof availed/to be availed by the Borrower from the Lender from time to time and shall mean and include wherever the context so requires the Existing Facility
- m) “Financial Statements” mean the certified true copies of audited financial statements.
- n) “Guarantor” means the guarantor, if any, as mentioned in the respective Transaction Documents.
- o) “IBC” shall mean the Insolvency and Bankruptcy Code, 2016 along with all rules and regulations thereunder and all such amendments to the same made from time to time and shall also include any succeeding enactment in that regard for the time being in force.
- p) “Indemnified Person” includes: (i) the Lender, its Affiliates and any attorney, agent or other person appointed by them; and (ii) any officers, partners, shareholders, directors, employees or agents of any of the above persons.
- q) “Interest for Credit Period” means the interest amount to be paid by the Borrower to the Lender, for discounting/ financing the bills/ Invoices, as set out in the Transaction Documents.
- r) “Invoices” includes the following:
 - (i) accepted commercial bill / invoice on the basis of the rates accepted by the Borrower; or
 - (ii) supplementary bill / invoice for price variation claim if applicable with the relevant documents in support of price variation claim or;
 - (iii) lorry receipt/railway receipt evidencing movement of goods along with goods acceptance receipt; or
 - (iv) covering letter from the Borrower giving details of all the invoices and the amounts; or electronic invoices generated by the

Purchasers on receipt of goods supplied by the Obligors

- s) “Losses” include any and all costs, charges, expenses, damages, penalties, fine, imposts, payments, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.
- t) “Material Adverse Change” means the occurrence of any event(s) or circumstance(s) which has or could reasonably be expected to have a Material Adverse Effect.
- u) “Outstandings” or “Obligations” shall include, at any time, all amounts payable by the Obligors to the Lender pursuant to the Transaction Documents including but not limited to the present and future obligations and liabilities of the Obligors to pay/ repay without limitation the principal amount of the Facility, interest and Penal Charges, Overdue/ Temporary Overdraft Charges thereon

and all stamp duties, Taxes, expenses, fees, liquidated damages, indemnities, costs, charges and expenses including without limitation any statutory or legislative charges, penalties, if any, in connection with the Facility; and such other expenses incurred in relation to any exercise by the Lender of its right, together with legal fees and court costs.

- v) "Payment Instrument(s)" or "PI(s)" means the repayment of Outstandings under the Facility on or before the Due Dates(s), and/or other amounts payable under this Part E, by any of the following modes: (a) ECS/NACH; (b) NEFT (National Electronic Fund Transfer); (c) SPDCs; (d) RTGS; (e) Standing instructions at the bank; and (f) Any other instrument suitable from time to time, as set out in the Sanction Letter.
- w) "Purchasers" means and include any person who purchases goods/avail services in relation to the Invoice(s) in pursuance of the purchase order/ indents placed by the Purchasers in relation to such goods/ services/Invoice(s), the details of such Purchaser are as set out in the Transaction Documents.
- x) "Purchase Invoice" means Invoices raised and issued by the Seller against the supply of goods/services rendered made by the Seller to the Borrower.
- y) "Purpose" shall mean the purpose for which the Facility is sanctioned as specified in the Transaction Documents.
- z) "Rate of Interest" shall mean the discounting rate and/or rate of interest applicable for the Facility and as more specifically mentioned in the Transaction Documents and as may be amended by the Lender from time to time in accordance with the Transaction Documents.
- aa) "RBI" means the Reserve Bank of India.
- bb) "Sales Invoice" means Invoices raised and issued by the Borrower being the Seller against the supply of goods /services rendered made by the Borrower to the Purchasers.
- cc) "Seller" means and includes any person which supplies goods/provides services under the Invoice(s) in pursuance of the purchase order / indents placed by the Borrower in relation to such goods/services/Invoice(s), the details of such Seller are as set out in the Transaction Documents.
- dd) "Tax" or "Taxes" includes any and all present and future taxes, duties, imposts, cess, levies, surcharge, including without limitation, with respect to or on gross receipts, sales, services, turn-over, ad valorem or value addition, use, consumption, property, franchise, capital, occupation or payroll, license, excise, documents (such as stamp duties), profit, gains (including capital gains), severance, production, withholding, alternative or add-on minimum, transfer or environmental, and other customs and taxes, duties, assessments, cess, imposts, surcharge, charges and/or fees of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount howsoever imposed, withheld, levied, or assessed by any Authority. Taxes shall include any variation or change therein, or the rates thereof, during the term of the Agreement, or the imposition of any new or further taxes (including Goods and Services Tax) but shall not include tax on the income of any Party.

2. BILL/ INVOICE DISCOUNTING/ FINANCING FACILITY

- 2.1 In case the Borrower is availing the Purchase Invoice discounting/ financing facility/Sales Invoice discounting/ financing facility/electronic Sales Invoice facility / electronic Purchase Invoice facility from the Lender, the terms and conditions and process are detailed in the Sanction Letter/Transaction Documents.
- 2.2 The Lender may at its sole and absolute discretion and without any prior intimation to the Borrower enhance or reduce the Credit Limit and the same shall be acceptable and binding upon the Borrower. However, upon receipt of a formal written request in the format and manner as may be specified by the Lender, from the Borrower for increase in the sub limit for the Credit Limit and/or the Credit Limit, the Lender may at its sole and absolute discretion increase the sub limit of the Credit Limit and/or the Credit Limit on a specific occasion or for such period of time as the Lender may deem fit.
- 2.3 The Lender reserves the right to decline to discount/finance all or any of the Invoices/bills presented by the Borrower, without notice or assigning any reasons thereof.
- 2.4 The Obligors shall, forthwith upon the request of the Lender, furnish to the Lender all such details and evidences as the Lender may require concerning the Facility or the Transaction Documents or utilisation of amount under the Facility. The Borrower shall, within timelines specified in the Transaction Documents and if so required by the Lender, provide an end use certificate to the Lender.
- 2.5 In the event Borrower exhausts the Credit Limit and pays all the amounts due under the Facility within the Credit Period then the Borrower shall be entitled to get further Invoices/bills discounted/ financed

- to the extent of available Credit Limit on the same terms and conditions mentioned in the Transaction Documents or the Bank may determine from time to time.
- 2.6 The Borrower agrees that an online request for utilization of the Facility, is subject to Applicable Law, inherent risks and the policies of the Lender as may be applicable from time to time.
- 2.7 In the event of a default in payment of Outstandings on the relevant Due Dates, the Lender may, refuse the Borrower to utilize any further amounts under the Credit Limit.
- 2.8 It will be the sole responsibility of the Obligor to ensure that all username and passwords as may be shared by the Lender with the Obligor are kept confidential and not revealed/ disclosed to any third party, including any person claiming to represent the Lender, or its agents and shall take all possible care to prevent discovery of the username or password by any person. Such transmission methods involve the risk of possible unauthorized alteration of data, unauthorized usage therefore for whatever purposes and/ or virus attacks and are susceptible to a number of frauds, misuse, hacking, malicious, destructive or corrupting code, programme or macro which could affect the online facility for such utilization. This could result in delays in the processing of discounting/ financing the Invoice/bills or failure in the processing of such requests and the Lender shall not be responsible for the same. The Obligors shall exempt the Lender from any and all responsibility/ liability of such misuse or virus attacks/ transmission to the Borrower's system and shall not hold the Lender responsible / liable therefor.
- 2.9 In no event shall the Lender be liable for any Losses due to loss or improper or unauthorized use of the passwords, login information, data, onetime passwords etc. on the website of the Lender or through any electronic mode and the Obligor shall be solely responsible for the same. Further, the Lender shall not be liable for any Losses due to any delay or inability to use the Lender's website or services provided by any electronic mode, the provision of or failure to provide services by the Lender, or for any information, software, products and services obtained through the Lender's websites, or otherwise arising out of the use of the Lender's website, whether based on contract, negligence, strict liability or otherwise.
- 2.10 Further, it is hereby clarified that the Lender is agreeing to undertake such transaction based on instructions given by the Obligors and the Lender is not bound to check the accuracy and the authenticity of instructions. It shall be the duty of Obligors to ensure that such instructions are not misused by the Affiliates or staff/members of the Obligors or any third party. The Lender accepts no liability for the consequences arising out of erroneous information supplied by the Obligors. If the Obligors notice an error in the information supplied to the Lender, the Obligors shall immediately advise the Lender and the Lender will endeavor to correct the error wherever possible on a "reasonable efforts" basis.
- 2.11 The Lender reserves the right to discontinue the online utilization facility for discounting/ financing such bills/ Invoice or any part thereof at any point of time, but the Lender shall endeavor to provide a prior notice to the Obligors in this regard save and except in circumstances where Lender has discontinued such facility or any part thereof to comply with any regulatory requirement or as a consequence of the Obligors committing any breach of the terms or conditions contained in the Transaction Documents. The Lender shall not be liable for any damages, claims of any nature whatsoever by reason of such termination or discontinuation.
- 2.12 For the purpose of availing the said Facility, the Lender may require the Borrower to maintain the Account with the Lender.

3. TENURE

The Facility under Part E is intended to be a continuing facility unless recalled by the Lender. The Lender shall review the Facility annually or at such other shorter periodic basis as the Lender may decide from time to time. Pursuant to such review, the Lender may decide to either, (a) discontinue the Facility, or (b) renew the Facility on the same terms and conditions, or (c) renew the Facility on such modified terms and conditions as the Lender may deem fit. At the conclusion of each review of the Facility, the Lender shall issue a written notice to the Borrower indicating the Lender's decision at such review of the Facility. In case of renewal of the Facility, the provisions of the Transaction Documents shall continue to be made applicable till revised relevant Facility Document is issued in respect of such renewal and thereafter the provisions of such relevant Facility Document shall be read and construed in accordance with this Part E.

4. REPAYMENT AND INTEREST

In addition to existing clauses for repayment and interest under the Transaction Documents following additional clauses shall apply to this Facility under Part E:

- 4.1 Upon expiry of the Credit Period, the Lender shall be entitled to recover from the Borrower all amounts due under the Facility and the Borrower shall pay / cause to pay to the Lender all amounts due under the Facility along with Penal Charges, Overdue/ Temporary Overdraft Charges on or before the expiry of the Credit Period

- 4.2 The interest for the Credit Period shall be charged at the Rate of Interest set out in the Transaction Documents.
- 4.3 The interest for Credit Period, Penal Charges, Overdue/ Temporary Overdraft Charges, and margin stipulated are subject to change from time to time at the sole discretion of the Lender and as per the guidelines of the RBI, Government of India and any other Authority. The Borrower agrees that the interest for Credit Period mentioned herein will be reviewed every quarter/month as decided by the Lender from time to time.

5. MODE OF REPAYMENT

- 5.1 The Borrower shall repay/pay the monies in respect of the Facility through any PI(s). The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without any demur or delay.
- 5.2 The Borrower shall issue, in favor of the Lender, the PI(s) as agreed with the Lender towards payment/repayment of the Outstandings. The PI(s) issued by the Borrower in respect of the Facility may also be used by the Lender for any subsequent Facility availed by the Borrower from the Lender and all the provisions hereof shall apply thereto. Wherever required, the Borrower shall issue irrevocable instructions (in a form and substance satisfactory to the Lender) to the Borrower's bankers to ensure periodic payment to the Lender pursuant to the PI(s) issued by the Borrower. The failure of the Borrower's bank for any reason to so transfer any such amounts to the Lender shall tantamount to a failure by the Borrower to pay the amounts and shall constitute an Event of Default. The Borrower shall provide to the Lender a confirmation (in a form and substance satisfactory to the Lender) of the acceptance by the Borrower's bank of the above instructions.
- 5.3 Save and except with the prior written consent of the Lender, the Borrower shall not, under any circumstances, revoke, cancel or alter the instructions or cancel or issue stop-payment instructions with respect to the PI(s) issued or do or omit to do anything which may result in the Borrower's bank not transferring the amounts equal to the Outstandings/amounts due under the Transaction Documents to the bank account of the Lender on the relevant Due Date. Any attempt to do so shall be considered as an Event of Default.
- 5.4 If any amounts (not being the principal amount of the Facility or interest thereon) are outstanding for payment by the Borrower either under the Transaction Documents or on account of Financial Indebtedness of the Borrower to the Lender, under this Facility, the Lender shall be entitled to encash the PI(s) for the satisfaction of such outstanding amounts notwithstanding that PI(s) have been issued for repayment of the principal amount of the Facility and/or interest thereon, and the Borrower shall continue to be indebted to the Lender for the Facility and/or interest, as the case may be.
- 5.5 Notwithstanding anything contained in the Transaction Documents, and irrespective of the mode of payment selected by the Borrower in the Transaction Documents, upon any default by the Borrower in payment of Outstandings on the Due Date pertaining to the Facility, any non- realization of the Outstandings on the Due Date by the Lender, the Lender shall be entitled, without prejudice to its other rights under the Transaction Documents and Applicable Law, to present and/or re-present the PI(s), if any, issued by the Borrower in favor of the Lender in connection with the Facility. Irrespective of the mode of payment/date of payment, selected by the Borrower in the Transaction Documents, the Lender shall be entitled to require the payment and/or collection of the Outstandings and all other amounts comprising the Outstandings, by any other PI(s), if any, issued by the Borrower in favor of the Lender or utilizing any other mode or manner of payment or repayment of the Outstandings and all other amounts comprising the Outstandings.
- 5.6 All PI(s) issued by the Borrower in favor of the Lender are for the purpose of discharge of the Outstandings that may be due to the Lender under the Facility and that the same are not proposed to be issued as and by way of a security for any purpose whatsoever. The PI(s) are intended to be used at any time by the Lender as the Lender may consider fit and proper, to recover the Outstandings owed by the Borrower to the Lender, and the Borrower, by executing the Application Form and other relevant Transaction Documents, has unconditionally and irrevocably authorised the Lender for the same.
- 5.7 By execution of the Application Form and other relevant Transaction Documents, the Borrower has unconditionally and irrevocably authorised the Lender to fill one or more of the PI(s) delivered to the Lender for an aggregate amount not exceeding the maximum amount due by the Borrower to the Lender under the Transaction Documents (including those pertaining to any amount subsequently availed by the Borrower) without notice to Borrower in this behalf. In the absence of such authority having been given by the Borrower to the Lender, the Lender would not have granted the Facility to the Borrower.
- 5.8 The authority given by the Borrower to the Lender herein to fill in the details of the PI(s) including the amounts payable is as permitted under the provisions of Section 20 of the Negotiable Instruments Act, 1881 and the same does not amount to a material alteration of the said PI(s) by the Lender. By execution of the Transaction Documents, the Borrower has agreed and confirmed that in the event the acts of the Lender in filling the PI(s) as aforesaid are construed by any court, tribunal, Authority or other person or

- forum, judicial, quasi-judicial, non-judicial, governmental, semi- governmental or non-governmental to be an alteration within the meaning of the Negotiable Instruments Act, 1881:
- 5.8.1 the Borrower has provided Borrower's consent for such an alteration and that by reason of such alteration, the PI(s) shall/should not be construed to be void or otherwise unenforceable and the Borrower has agreed and accepted to honor such PI(s) when presented for payment;
 - 5.8.2 the Borrower has confirmed that such alteration is made to record the common intention of the Lender and Borrower, which common intention is to fill in the PI(s) with the amounts due by the Borrower to the Lender and to present the same for payment on such dates as the Lender may in its absolute and sole discretion decide.
- 5.9 In this regard the Borrower has also agreed to irrevocably nominate, constitute and appoint the Lender acting through any of its officers, agents as the true and lawful attorney for the Lender on its behalf and its cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:-
- 5.9.1 To appoint or engage any agent, courier agencies, correspondent banks for ensuring safe holding of PI(s) and having the same picked up, processed and cleared at the Borrower's risks and costs;
 - 5.9.2 Generally to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching the repayment of the Facility;
 - 5.9.3 For the better doing, performing and executing all the matters and things aforesaid, the Borrower hereby further grants unto the said Lender full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney(s) to exercise for the Borrower as the Borrower's attorney(s) any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person(s) in place of such attorney(s) as Lender may from time to time think fit;
 - 5.9.4 The Borrower has also agreed to ratify and confirm all and whatsoever that the Lender shall do or cause to be done in or about the premises by virtue of the powers herein given; and
- 5.10 The authority and powers given to the Lender under the Transaction Documents is for a consideration and is irrevocable under Section 202 of the Indian Contract Act, 1882 and such authority/power shall survive the death/winding up/dissolution of the Borrower. Further, the Borrower will be required to honor all the PI(s) when presented for payment by the Lender and not to take any steps, which in any way are likely to affect the payment thereunder to the Lender.
- 5.11 If the Lender for any reason modifies the amount of the Instalment, the Borrower shall issue fresh PI(s)/instructions to the Borrower's bank to ensure that the amount of the modified Instalment is transferred to the Lender under PI(s) and the Borrower shall provide the Lender with proof of these instructions and the acceptance thereof by the Borrower's bank. Failure to provide such fresh instructions shall be considered as an Event of Default by the Borrower.
- 5.12 If the Due Date in respect of any amounts payable in respect of the Facility falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.
- 5.13 Credit for payments by any method will be given only on realisation or on the relative Due Date(s), whichever is later. The acceptance by the Lender of any payment which is less than the full Instalment or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other right whatsoever of the Lender under the Transaction Documents or Applicable Law.
- 5.14 The Borrower shall promptly issue fresh PI(s), as and when requested by the Lender, if the PI(s) submitted by the Borrower to the Lender are exhausted or about to exhaust or if the Lender is facing any difficulty/impediment for any reason whatsoever in presenting such PI(s) or if required at any time by the Lender at its sole discretion.
- 5.15 The Lender shall not in any way be responsible for delay, omission, or neglect in encashment, damage or loss of any PI(s) for any reasons whatsoever, and shall not be liable to the Borrower in this respect.
- 5.16 The Borrower may, subject to prior approval by the Lender, be permitted to swap/exchange the PI(s) issued to the Lender with alternate PI(s) subject to payment to the Lender of the charges as specified in the Transaction Documents.
- 5.17 Any dishonor of any PI(s), would constitute an offence under Section 138 of the Negotiable Instruments Act, 1881 or Section 25 of the Payment and Settlement Systems Act, 2007, as the case maybe.
- 5.18 If any one or more than one or all the PI(s) delivered to the Lender by the Borrower:
- 5.18.1 is/are lost, destroyed or misplaced while in custody of the Lender or its agents, or
 - 5.18.2 becomes non-encashable due to any reason;
- then, the Borrower/the Borrower's executors/heirs/successors shall, within the timelines specified in the

Transaction Documents, of receipt of any intimation of such loss, destruction or non-encashment of such PI(s) or misplacement (as the case may be) from the Lender or immediately on such PI(s) or any of those being or becoming non-encashable due to any reason, immediately deliver to the Lender such numbers of fresh PI(s) to replace such PI(s). The replacement PI(s) shall be drawn in the manner mentioned in Transaction Documents or as directed by the Lender. Any non-presentation on the part of the Lender of any PI(s) (due to any reason whatsoever) shall not in any manner affect the liability of an Obligor to pay/repay the Outstandings or its other obligation under the Transaction Documents or in respect of the Facility.

- 5.19 The Borrower shall not give any instructions to the Lender, to not deposit or otherwise to not encash any or all of the PI(s) given by it. In the event of the Borrower or any other person on behalf of the Borrower giving such instructions, then it shall be presumed that the same was done to avoid prosecution under the provisions of the Negotiable Instruments Act, 1881/Payment and Settlement Systems Act, 2007. Any dishonour of the PI(s) or their being returned unpaid for any reason shall give rise to the presumption that, the Borrower from the very inception had no intention to honour the PI(s) and the same were given with a malicious intention to fraudulently obtain the Facility and the Borrower shall be liable to be prosecuted under the provisions of any law applicable in this regard.
- 5.20 The Borrower shall have and shall maintain sufficient balance in the account of the drawee bank for payment of PI(s) issued by the Borrower on and immediately prior to the Due Date(s) when the relevant PI(s) become mature and payable and thereafter to honour any such PI(s).
- 5.21 No notice, reminder or intimation shall be required to be given by the Lender to the Borrower prior to the presentation of any PI(s) to the drawee banks for encashment thereof.
- 5.22 In case of PI(s), PI(s) shall be drawn on a bank acceptable to the Lender and situated in a locality in the city/ town where the concerned branch of the Lender is situated. The number of such PI(s) shall be equal to the Outstandings payable by the Borrower to the Lender.
- 5.23 In the event that the Borrower does not deliver to the Lender PI(s) in respect of all the Outstandings payable by the Borrower to the Lender in settlement of the Outstandings to the Lender under the Transaction Documents at the same time and chooses to do so in Outstandings, the Borrower shall at least 6 (six) months prior to the date on which the last PI(s) already delivered by the Borrower to the Lender becomes due for payment, deliver to the Lender the next set of PI(s) in respect of balance Outstandings payable by the Borrower to the Lender in settlement of the Outstandings to the Lender under the Transaction Documents.
- 5.24 In case of any failure to receive the Outstandings or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever as specified by the Borrower, the Lender shall, irrespective of the mode of payment selected by the Borrower in the Transaction Documents, be entitled to require the payment and/or collection of the Outstandings/other amounts, or the Payment Instruments, if any, submitted by the Borrower, by means of electronic clearing system (debit). The Lender may adopt the aforesaid process by itself or through such other person permitted for the same.

6. OBLIGORS' UNDERTAKING AND OBLIGATIONS

By way of execution of the Application Form and the relevant Transaction Documents, each of the Obligors has agreed, acknowledged, confirmed, undertaken and covenanted to these conditions in addition to the conditions as agreed to under the Agreement:

- 6.1 The Lender shall have the right to appoint, whenever they consider necessary, any chartered accountant / cost accountant / firm of chartered accountants for carrying out any specific assignment/s, to examine the financial and/or cost accounting systems and procedures adopted by the Obligors or as concurrent/internal auditors. The Obligors shall give full co-operation and provide the necessary assistance to the chartered accountant / cost accountant / firm of chartered accountants so appointed by the Lender in carrying out its examination and the same shall be at the sole costs and expenses of the Obligors. The costs, charges and expenses including professional fees and travelling and other expenses for such examination shall be payable by the Obligors. In the event, the Obligors fail to make such payment, the Lender can pay such expenses to the chartered accountant / cost accountant / firm of chartered accountants, and the Obligors shall be liable to reimburse the said expenses to the Lender, together with interest thereon at the same rate as on defaulted amounts from the date of such payment by the Lender.
- 6.2 The Borrower will not include the details of the bills/ Invoices to be discounted/ financed by the Lender under the said Facility in the book debt statement to be submitted to working capital bankers/banks.
- 6.3 The receivables due under the Invoices/ bills discounted/ financed by the Lender under the said Facility shall not be considered for calculating the drawing power by other lenders of the Borrower.
- 6.4 In case the Borrower has already availed Existing Facility, then in such event such Existing Facility will be merged with the Credit Limit.
- 6.5 The Borrower shall inform the Lender about any additions / deletions in the list of fixed

Suppliers/Purchasers.

- 6.6 It shall not avail finance from any other source against the Invoices/ bills discounted/ financed with the Lender.
- 6.7 Notwithstanding anything contained in this Part E, (i) the Obligors shall provide such Security as may be required under the Transaction Documents and (ii) the Lender may call upon the Obligor to provide for additional Security for securing the Facility and then upon notice to that effect by the Lender, the Obligors shall promptly provide and furnish such additional security in accordance with the Transaction Documents, as may be acceptable to the Lender.
- 6.8 The Obligors shall have no right of lien or right to set-off (whether under law or contract or otherwise) upon any money against/towards the Outstandings.
- 6.9 The Borrower shall pay the interest for Credit Period upfront/ rear end/ monthly or at any interval acceptable to the Lender as more particularly set out in the Transaction Documents while furnishing the accepted Invoices.
- 6.10 If the Lender is unable to exercise its rights as the rightful holder in respect of particular Invoice received from the Borrower under the Transaction Documents, the loss if any incurred by the Lender on this account in the exercise of the rightful holder of the Invoice shall be borne by the Borrower.
- 6.11 The Obligors shall abide by and perform all its obligations, to supply goods to Purchasers in pursuance of the purchase orders/indents to be placed by them and would continue to make such supplies in accordance therewith from time to time.
- 6.12 In the event of the said supplies not meeting the specifications of the Purchasers as per the purchase orders/indents and /or for any reason whatsoever, inclusive of due to damage of the goods in transit for delivering the same to the destination stores/site of Purchasers as described in the dispatch instruction thereby the Purchasers do not pay the amounts due under the Invoices or there is short fall in payment of such amount, then and in such event the Borrower shall immediately upon demand being made in that behalf in writing by the Lender, forthwith pay all amounts due under the Invoices/ bills discounted/ financed by the Lender together with Penal Charges, Overdue/ Temporary Overdraft Charges on such amounts and all other costs, charges and expenses.
- 6.13 The Borrower shall route all payments due from the Purchasers under the Invoices to the Lender, in the manner as desired by the Lender.
- 6.14 In case of the Borrower availing electronic Purchase Invoice/Sales Invoice discounting/ financing facility, the Borrower shall additionally represent, warrant and undertake as follows:
- 6.14.1 It shall abide by and perform all its obligations, to supply goods to Purchasers in pursuance of the purchase orders/indents to be placed by the Purchasers / to buy goods from Seller in pursuance of the purchase orders/indents to be placed by the Borrower and would continue to make such supplies/ purchases in accordance therewith from time to time.
- 6.14.2 All instructions and/or information/ intimation as forwarded by the Purchasers/ Sellers from time to time to the Lender and/or, as the case may be, shall be deemed to be final and binding on the Borrower and the Lender shall not be requested or required to confirm or verify in any manner the validity, authenticity or acceptance of the instruction and/or information/ intimation so received. The Lender shall be entitled to act as per the Transaction Documents on the basis of such instructions and/or information/intimation received. If any amount not due to the Borrower but by mistake or oversight is credited to its Account, the Borrower shall immediately return the excess amount to the Lender and the Borrower unconditionally authorizes the Lender to reverse such credits.
- 6.14.3 The Lender shall not be liable for acting on the basis of the information so provided by the Purchasers/ Sellers, in the event of any error or omission occurring in that information, or if there is any deficiency in the authority of the person verifying and dispatching the information to the Lender.
- 6.14.4 The obligations of the Borrower in terms of the Transaction Documents is irrevocable and will not prejudiced, modified or affected by any dispute inter-se between the Purchasers/ Sellers and the Borrower.
- 6.14.5 The Borrower represents that it has authorized the Purchasers to submit Sales Invoice provided by the Borrower / Sellers to raise Purchase Invoices against the Borrower in electronic form and submit it to the Lender for discounting/ financing under the Transaction Documents.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 In addition to the representations and Warranties under other Transaction documents each Obligor hereby represents and warrants to the Lender on a continuing basis that:
- 7.1.1 No Default or Material Adverse Change has occurred or is subsisting;

- 7.1.2 The Financial Statements of the Obligors and all other statements delivered to the Lender were prepared in accordance with accounting standards applicable in India from time to time consistently applied, save to the extent expressly disclosed in such Financial Statements and give a true and fair view and represent the Obligors' financial condition and operations and contingent liabilities, if any;
- 7.1.3 No Obligor enjoys immunity against any legal action or proceeding under any Applicable Law or otherwise;
- 7.1.4 None of the Obligors is in breach of any material agreement to which it is a party including without limitation any agreement entered into with a bank/financial institution/lender. The term material agreement being one which could, in the opinion of the Lender, prejudice any of the rights of the Lender under any Transaction Document;
- 7.2 The Obligors hereby agree, confirm and acknowledge that it is on the basis of the representations and warranties hereinabove and the terms of the Transaction Documents that the Lender has agreed to make available the Facility to the Borrower.

8. INDEMNITY

- 8.1 The Obligors shall be jointly and severally liable to indemnify and keep the Indemnified Person(s) indemnified and harmless, within timelines specified in the Transaction Documents of demand, against any Losses incurred as a result of:
 - 8.1.1 the occurrence of any Default or investigation of any event which it believes to be a Default;
 - 8.1.2 breach of any of the terms and/or conditions of the Transaction Documents; and/ or
 - 8.1.3 Any representation and/or warranty provided by the Obligors found to be or becoming untrue, misleading or false in any respect whatsoever.
- 8.2 The Obligors acknowledge the inherent risks involved in sending the instructions/communications/documents to or by the Lender via facsimile, untested telexes and faxes, telegraph, cable or emails or any other electronic mode and hereby agree and confirm that all risks shall be fully borne by the Borrower and the Borrower hereby assumes full responsibility for the same, and undertakes to indemnify the Lender and keep the Lender indemnified and harmless at all times from and against any and all Losses including any claims and demands by any third party or any other, actions, demands, liabilities, costs, charges, damages, Losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against the Lender or that the Lender may or may have to suffer, incur or sustain by reason or on account of the Lender having so acted whether wrongly or mistakenly or not, or of the Lender failing to act wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Lender considering the mode in which the same was conveyed.

Part F

(Working Capital Demand Facility)

This part shall be applicable to working capital demand facility extended/to be extended by the "Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, novatees, transferees and assigns) to its Borrower(s) (as defined hereinafter)

WHEREAS:

The Facility (defined hereinafter) which would be provided to the Borrower up to the amount as specified in the Transaction Documents and subject to the terms and conditions as mentioned in this Part F and the Transaction Documents.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The below definitions are in addition to the definitions already provided in the Agreement of which this Part F is an integral part, and the terms defined in the Agreement shall have the same meaning and apply in the same context to this Part F, except when defined separately hereunder. The words capitalized but not defined in this Part F shall have the meaning assigned to them in the Transaction Documents. In case of conflict between any of the terms under the Agreement and this Part F, the terms under this Part F shall prevail.

- 1.2 The following words and expressions shall, unless the context otherwise requires, have the following meaning:
- a) “Affiliates” shall mean, in relation to group companies, sole proprietorship and partnership firms directly or indirectly, owned and/or controlled and/or under common control of/by all or any of the Borrower and/or Co-Borrowers/Obligors whether jointly or severally. In case any such affiliate is a natural person (including partners of a partnership firm forming party of the Affiliate), then the term “Affiliate” in relation to such natural person shall also mean any person who is a Relative of such natural person as defined under the Act and/or any Affiliate of such natural person.
 - b) “Application Form” means the application form submitted by the Borrower for applying for the Facility.
 - c) “Authorisations” include approvals, clearances, licenses, actions, authorisations, consents, resolutions, filings, rulings, permits, certifications, exemptions etc. for undertaking, performing or enforcing the terms of the Transaction Documents.
 - d) “Authority” includes any government or any governmental or semi-governmental agency or body, regulatory authority or judicial or quasi-judicial body or administrative entity/person, public department or statutory authority.
 - e) “Control” (and its cognate expressions) means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management or policy decisions of that entity and/or to appoint the majority of directors or management body (as applicable) of the relevant entity, in any manner whatsoever.
 - f) “Encumbrance” means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security (including comfort letters, undertakings etc.) under Applicable Law;
 - g) “Facility” shall be a part of Facilities under clause 2.1 of the Agreement and shall mean the credit facility(ies), including short term demand facility availed/to be availed by the Borrower from the Lender from time to time;
 - h) “Facility Limit” collectively means the Maximum Credit Limit (defined hereinafter) and Maximum Drawal Limit (defined hereinafter).
 - i) “Financial Statements” mean the certified true copies of audited financial statements.
 - j) “Guarantor” means the guarantor, if any, as mentioned in the respective Transaction Documents.
 - k) “IBC” shall mean the Insolvency and Bankruptcy Code, 2016 along with all rules and regulations thereunder and all such amendments to the same made from time to time and shall also include any succeeding enactment in that regard for the time being in force.
 - l) “Indemnified Person” includes: (i) the Lender, its Affiliates and any attorney, agent or other person appointed by them; and (ii) any officers, partners, shareholders, directors, employees or agents of any of the above persons.
 - m) “Interest” includes the interest in relation to the Facility at the Rate of Interest as specified in the Transaction Documents.
 - n) “Interest Reset Date” shall mean the date on which the Rate of Interest shall be revised as per the terms of the Facility Documents including the Sanction Letter.
 - o) “Losses” include any and all costs, charges, expenses, damages, penalties, fine, imposts, payments, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.
 - p) “Material Adverse Change” means the occurrence of any event(s) or circumstance(s) which has or could reasonably be expected to have a Material Adverse Effect.
 - q) “Outstandings” or “Obligations” shall include, at any time, all amounts payable by the Obligors to the Lender pursuant to the Transaction Documents including but not limited to the present and future obligations and liabilities of the Obligors to pay/ repay without limitation the principal amount of the Facility, interest and Penal Charges, Overdue/ Temporary Overdraft Charges thereon and all stamp duties, Taxes, expenses, fees, liquidated damages, indemnities, costs, charges and expenses including without limitation any statutory or legislative charges, penalties, if any, in connection with the Facility; and such other expenses incurred in relation to any exercise by the

Lender of its right, together with legal fees and court costs.

- r) "Payment Instrument(s)" or "PI(s)" means the repayment of Outstandings under the Facility on or before the Due Dates(s), and/or other amounts payable under this Part F, by any of the following modes: (a) ECS/NACH; (b) NEFT (National Electronic Fund Transfer); (c) SPDCs; (d) RTGS; (e) Standing instructions at the bank; and (f) Any other instrument suitable from time to time, as set out in the Sanction Letter.
- s) "Purpose" shall mean the purpose for which the Facility is sanctioned as specified in the Transaction Documents.
- t) "Rate of Interest" shall mean the rate of interest applicable for the Facility and as more specifically mentioned in the Transaction Documents and as may be amended by the Lender from time to time in accordance with the Transaction Documents.
- u) "RBI" means the Reserve Bank of India.
- v) "Tax" or "Taxes" includes any and all present and future taxes, duties, imposts, cess, levies, surcharge, including without limitation, with respect to or on gross receipts, sales, services, turn-over, ad valorem or value addition, use, consumption, property, franchise, capital, occupation or payroll, license, excise, documents (such as stamp duties), profit, gains (including capital gains), severance, production, withholding, alternative or add-on minimum, transfer or environmental, and other customs and taxes, duties, assessments, cess, imposts, surcharge, charges and/or fees of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount howsoever imposed, withheld, levied, or assessed by any Authority. Taxes shall include any variation or change therein, or the rates thereof, during the term of the Agreement, or the imposition of any new or further taxes (including Goods and Services Tax) but shall not include tax on the income of any Party.

2. WORKING CAPITAL DEMAND FACILITY

- 2.1 The Lender has agreed to lend to the Borrower and the Borrower is borrowing from the Lender the amount under working capital demand facility as set out in the Transaction Documents/ Schedule 1 on the terms and conditions contained herein and in the other Transaction Documents.
- 2.2 The Lender may at its sole and absolute discretion lend to the Borrower and make available to the Borrower, for the Purpose as set out in the Transaction Documents, the Facility upto such maximum principal limit as set out in the Transaction Documents ("Maximum Credit Limit") under which the Borrower shall be permitted to make short term drawals in various tranches from time to time not exceeding the Maximum Credit Limit. Each such drawal shall not exceed such limit as set out in the Transaction Documents ("Maximum Drawal Limit"). The Maximum Credit Limit together with the Maximum Drawal Limit shall collectively be referred to as the "Facility Limit". In the event of the disbursement in tranches, the Lender may at its sole and absolute discretion make applicable different or same Rate of Interest, Tenure, interest payment date, etc., for each tranche. All such disbursement in tranches shall also be governed by the terms and conditions of the Transaction Documents.

3. TENURE

- 3.1 The amount disbursed pursuant to each disbursement request shall be repaid within such period of time from the date of disbursement of such amounts by the Lender as may be decided by the Lender from time to time. The tenure of tranche will be at the end of the tenure of such tranche, for e.g. if tenure is for 30 days, the Due Date will be the 31st day. The tenure of each tranche may vary from time to time as enumerated under the Transaction Documents.
- 3.2 The Lender may from time to time review the Facility and decide to either, (a) discontinue the Facility, or (b) rollover the Facility on the same terms and conditions, or (c) rollover the Facility on such modified terms and conditions as the Lender may deem fit. At the conclusion of each review of the Facility, the Lender shall issue a written notice to the Borrower indicating the Lender's decision at such review of the Facility. In case of roll over of the Facility, the provisions of the Transaction Documents shall continue to be made applicable till revised relevant Facility Document is issued / executed in respect of such roll over and thereafter the provisions of this Part F shall be read and construed in accordance with such revised Transaction Documents.

4. REPAYMENT AND INTEREST

In addition to existing clauses for repayment and interest under the Transaction Documents following additional clauses shall apply to this Facility under Part F:

- 4.1 The Borrower shall repay to the Lender, the Facility, drawn under each tranche anytime during the Tenure of each tranche, or within such period as may be specified by the Lender from time to time,

together with accrued Interests applicable thereon in accordance with the interest payment date(s) as set out in the Transaction Documents.

- 4.2 The Borrower shall pay Interest to the Lender on the principal amount of the Facility outstanding and the Interest shall be calculated basis Rate of Interest as specified in the Transaction Documents.

5. MODE OF REPAYMENT

- 5.1 The Borrower shall repay/pay the monies in respect of the Facility through any PI(s). The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without any demur or delay.
- 5.2 The Borrower shall issue, in favor of the Lender, the PI(s) as agreed with the Lender towards payment/repayment of the Outstandings. The PI(s) issued by the Borrower in respect of the Facility may also be used by the Lender for any subsequent Facility availed by the Borrower from the Lender and all the provisions hereof shall apply thereto. Wherever required, the Borrower shall issue irrevocable instructions (in a form and substance satisfactory to the Lender) to the Borrower's bankers to ensure periodic payment to the Lender pursuant to the PI(s) issued by the Borrower. The failure of the Borrower's bank for any reason to so transfer any such amounts to the Lender shall tantamount to a failure by the Borrower to pay the amounts and shall constitute an Event of Default. The Borrower shall provide to the Lender a confirmation (in a form and substance satisfactory to the Lender) of the acceptance by the Borrower's bank of the above instructions.
- 5.3 Save and except with the prior written consent of the Lender, the Borrower shall not, under any circumstances, revoke, cancel or alter the instructions or cancel or issue stop-payment instructions with respect to the PI(s) issued or do or omit to do anything which may result in the Borrower's bank not transferring the amounts equal to the Outstandings/amounts due under the Transaction Documents to the bank account of the Lender on the relevant Due Date. Any attempt to do so shall be considered as an Event of Default.
- 5.4 If any amounts (not being the principal amount of the Facility or interest thereon) are outstanding for payment by the Borrower either under the Transaction Documents or on account of Financial Indebtedness of the Borrower to the Lender, under this Facility, the Lender shall be entitled to encash the PI(s) for the satisfaction of such outstanding amounts notwithstanding that PI(s) have been issued for repayment of the principal amount of the Facility and/or interest thereon, and the Borrower shall continue to be indebted to the Lender for the Facility and/or interest, as the case may be.
- 5.5 Notwithstanding anything contained in the Transaction Documents, and irrespective of the mode of payment selected by the Borrower in the Transaction Documents, upon any default by the Borrower in payment of Outstandings on the Due Date pertaining to the Facility, any non- realization of the Outstandings on the Due Date by the Lender, the Lender shall be entitled, without prejudice to its other rights under the Transaction Documents and Applicable Law, to present and/or re-present the PI(s), if any, issued by the Borrower in favor of the Lender in connection with the Facility. Irrespective of the mode of payment/date of payment, selected by the Borrower in the Transaction Documents, the Lender shall be entitled to require the payment and/or collection of the Outstandings and all other amounts comprising the Outstandings, by any other PI(s), if any, issued by the Borrower in favor of the Lender or utilizing any other mode or manner of payment or repayment of the Outstandings and all other amounts comprising the Outstandings.
- 5.6 All PI(s) issued by the Borrower in favor of the Lender are for the purpose of discharge of the Outstandings that may be due to the Lender under the Facility and that the same are not proposed to be issued as and by way of a security for any purpose whatsoever. The PI(s) are intended to be used at any time by the Lender as the Lender may consider fit and proper, to recover the Outstandings owed by the Borrower to the Lender, and the Borrower, by executing the Application Form and other relevant Transaction Documents, has unconditionally and irrevocably authorised the Lender for the same.
- 5.7 By execution of the Application Form and other relevant Transaction Documents, the Borrower has unconditionally and irrevocably authorised the Lender to fill one or more of the PI(s) delivered to the Lender for an aggregate amount not exceeding the maximum amount due by the Borrower to the Lender under the Transaction Documents (including those pertaining to any amount subsequently availed by the Borrower) without notice to Borrower in this behalf. In the absence of such authority having been given by the Borrower to the Lender, the Lender would not have granted the Facility to the Borrower.
- 5.8 The authority given by the Borrower to the Lender herein to fill in the details of the PI(s) including the amounts payable is as permitted under the provisions of Section 20 of the Negotiable Instruments Act, 1881 and the same does not amount to a material alteration of the said PI(s) by the Lender. By execution of the Transaction Documents, the Borrower has agreed and confirmed that in the event the acts of the Lender in filling the PI(s) as aforesaid are construed by any court, tribunal, Authority or other person or forum, judicial, quasi-judicial, non-judicial, governmental, semi- governmental or non-governmental to be an alteration within the meaning of the Negotiable Instruments Act, 1881:

- 5.8.1 the Borrower has provided Borrower's consent for such an alteration and that by reason of such alteration, the PI(s) shall/should not be construed to be void or otherwise unenforceable and the Borrower has agreed and accepted to honor such PI(s) when presented for payment;
 - 5.8.2 the Borrower has confirmed that such alteration is made to record the common intention of the Lender and Borrower, which common intention is to fill in the PI(s) with the amounts due by the Borrower to the Lender and to present the same for payment on such dates as the Lender may in its absolute and sole discretion decide.
 - 5.9 In this regard the Borrower has also agreed to irrevocably nominate, constitute and appoint the Lender acting through any of its officers, agents as the true and lawful attorney for the Lender on its behalf and its cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:-
 - 5.9.1 To appoint or engage any agent, courier agencies, correspondent banks for ensuring safe holding of PI(s) and having the same picked up, processed and cleared at the Borrower's risks and costs;
 - 5.9.2 Generally to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching the repayment of the Facility;
 - 5.9.3 For the better doing, performing and executing all the matters and things aforesaid, the Borrower hereby further grants unto the said Lender full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney(s) to exercise for the Borrower as the Borrower's attorney(s) any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person(s) in place of such attorney(s) as Lender may from time to time think fit;
 - 5.9.4 The Borrower has also agreed to ratify and confirm all and whatsoever that the Lender shall do or cause to be done in or about the premises by virtue of the powers herein given; and
 - 5.10 The authority and powers given to the Lender under the Transaction Documents is for a consideration and is irrevocable under Section 202 of the Indian Contract Act, 1882 and such authority/power shall survive the death/winding up/dissolution of the Borrower. Further, the Borrower will be required to honor all the PI(s) when presented for payment by the Lender and not to take any steps, which in any way are likely to affect the payment thereunder to the Lender.
 - 5.11 If the Lender for any reason modifies the amount of the Instalment, the Borrower shall issue fresh PI(s)/instructions to the Borrower's bank to ensure that the amount of the modified Instalment is transferred to the Lender under PI(s) and the Borrower shall provide the Lender with proof of these instructions and the acceptance thereof by the Borrower's bank. Failure to provide such fresh instructions shall be considered as an Event of Default by the Borrower.
 - 5.12 If the Due Date in respect of any amounts payable in respect of the Facility falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.
 - 5.13 Credit for payments by any method will be given only on realisation or on the relative Due Date(s), whichever is later. The acceptance by the Lender of any payment which is less than the full Instalment or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other right whatsoever of the Lender under the Transaction Documents or Applicable Law.
 - 5.14 The Borrower shall promptly issue fresh PI(s), as and when requested by the Lender, if the PI(s) submitted by the Borrower to the Lender are exhausted or about to exhaust or if the Lender is facing any difficulty/impediment for any reason whatsoever in presenting such PI(s) or if required at any time by the Lender at its sole discretion.
 - 5.15 The Lender shall not in any way be responsible for delay, omission, or neglect in encashment, damage or loss of any PI(s) for any reasons whatsoever, and shall not be liable to the Borrower in this respect.
 - 5.16 The Borrower may, subject to prior approval by the Lender, be permitted to swap/exchange the PI(s) issued to the Lender with alternate PI(s) subject to payment to the Lender of the charges as specified in the Transaction Documents.
 - 5.17 Any dishonor of any PI(s), would constitute an offence under Section 138 of the Negotiable Instruments Act, 1881 or Section 25 of the Payment and Settlement Systems Act, 2007, as the case maybe.
 - 5.18 If any one or more than one or all the PI(s) delivered to the Lender by the Borrower:
 - 5.18.1 is/are lost, destroyed or misplaced while in custody of the Lender or its agents, or
 - 5.18.2 becomes non-encashable due to any reason;
- then, the Borrower/the Borrower's executors/heirs/successors shall, within the timelines specified in the Transaction Documents, of receipt of any intimation of such loss, destruction or non-encashment of such PI(s) or misplacement (as the case may be) from the Lender or immediately on such PI(s) or any of those being or becoming

non-encashable due to any reason, immediately deliver to the Lender such numbers of fresh PI(s) to replace such PI(s). The replacement PI(s) shall be drawn in the manner mentioned in Transaction Documents or as directed by the Lender. Any non-presentation on the part of the Lender of any PI(s) (due to any reason whatsoever) shall not in any manner affect the liability of an Obligor to pay/repay the Outstandings or its other obligation under the Transaction Documents or in respect of the Facility.

- 5.19 The Borrower shall not give any instructions to the Lender, to not deposit or otherwise to not encash any or all of the PI(s) given by it. In the event of the Borrower or any other person on behalf of the Borrower giving such instructions, then it shall be presumed that the same was done to avoid prosecution under the provisions of the Negotiable Instruments Act, 1881/Payment and Settlement Systems Act, 2007. Any dishonour of the PI(s) or their being returned unpaid for any reason shall give rise to the presumption that, the Borrower from the very inception had no intention to honour the PI(s) and the same were given with a malicious intention to fraudulently obtain the Facility and the Borrower shall be liable to be prosecuted under the provisions of any law applicable in this regard.
- 5.20 The Borrower shall have and shall maintain sufficient balance in the account of the drawee bank for payment of PI(s) issued by the Borrower on and immediately prior to the Due Date(s) when the relevant PI(s) become mature and payable and thereafter to honour any such PI(s).
- 5.21 No notice, reminder or intimation shall be required to be given by the Lender to the Borrower prior to the presentation of any PI(s) to the drawee banks for encashment thereof.
- 5.22 In case of PI(s), PI(s) shall be drawn on a bank acceptable to the Lender and situated in a locality in the city/ town where the concerned branch of the Lender is situated. The number of such PI(s) shall be equal to the Outstandings payable by the Borrower to the Lender.
- 5.23 In the event that the Borrower does not deliver to the Lender PI(s) in respect of all the Outstandings payable by the Borrower to the Lender in settlement of the Outstandings to the Lender under the Transaction Documents at the same time and chooses to do so in Outstandings, the Borrower shall at least 6 (six) months prior to the date on which the last PI(s) already delivered by the Borrower to the Lender becomes due for payment, deliver to the Lender the next set of PI(s) in respect of balance Outstandings payable by the Borrower to the Lender in settlement of the Outstandings to the Lender under the Transaction Documents.
- 5.24 In case of any failure to receive the Outstandings or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever as specified by the Borrower, the Lender shall, irrespective of the mode of payment selected by the Borrower in the Transaction Documents, be entitled to require the payment and/or collection of the Outstandings/other amounts, or the Payment Instruments, if any, submitted by the Borrower, by means of electronic clearing system (debit). The Lender may adopt the aforesaid process by itself or through such other person permitted for the same.

6. OBLIGORS' UNDERTAKING AND OBLIGATIONS

By way of execution of the Application Form and the relevant Transaction Documents, each of the Obligors has agreed, acknowledged, confirmed, undertaken and covenanted to these conditions in addition to the conditions as agreed to under the Agreement:

- 6.1 The Lender shall have the right to appoint, whenever they consider necessary, any chartered accountant / cost accountant / firm of chartered accountants for carrying out any specific assignment/s, to examine the financial and/or cost accounting systems and procedures adopted by the Obligors or as concurrent/internal auditors. The Obligors shall give full co-operation and provide the necessary assistance to the chartered accountant / cost accountant / firm of chartered accountants so appointed by the Lender in carrying out its examination and the same shall be at the sole costs and expenses of the Obligors. The costs, charges and expenses including professional fees and travelling and other expenses for such examination shall be payable by the Obligors. In the event, the Obligors fail to make such payment, the Lender can pay such expenses to the chartered accountant / cost accountant / firm of chartered accountants, and the Obligors shall be liable to reimburse the said expenses to the Lender, together with interest thereon at the same rate as on defaulted amounts from the date of such payment by the Lender.
- 6.2 Notwithstanding anything contained in this Part F, (i) the Obligors shall provide such Security as may be required under the Transaction Documents and (ii) the Lender may call upon the Obligor to provide for additional Security for securing the Facility and then upon notice to that effect by the Lender, the Obligors shall promptly provide and furnish such additional security in accordance with the Transaction Documents, as may be acceptable to the Lender.
- 6.3 The Obligors shall have no right of lien or right to set-off (whether under law or contract or otherwise) upon any money against/towards the Outstandings.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 In addition to the representations and Warranties under other Transaction documents each Obligor hereby represents and warrants to the Lender on a continuing basis that:
- 7.1.1 No Default or Material Adverse Change has occurred or is subsisting;
- 7.1.2 The Financial Statements of the Obligors and all other statements delivered to the Lender were prepared in accordance with accounting standards applicable in India from time to time consistently applied, save to the extent expressly disclosed in such Financial Statements and give a true and fair view and represent the Obligors' financial condition and operations and contingent liabilities, if any;
- 7.1.3 No Obligor enjoys immunity against any legal action or proceeding under any Applicable Law or otherwise;
- 7.1.4 None of the Obligors is in breach of any material agreement to which it is a party including without limitation any agreement entered into with a bank/financial institution/lender. The term material agreement being one which could, in the opinion of the Lender, prejudice any of the rights of the Lender under any Transaction Document;
- 7.2 The Obligors hereby agree, confirm and acknowledge that it is on the basis of the representations and warranties hereinabove and the terms of the Transaction Documents that the Lender has agreed to make available the Facility to the Borrower.

8. INDEMNITY

- 8.1 The Obligors shall be jointly and severally liable to indemnify and keep the Indemnified Person(s) indemnified and harmless, within timelines specified in the Transaction Documents of demand, against any Losses incurred as a result of:
- 8.1.1 the occurrence of any Default or investigation of any event which it believes to be a Default;
- 8.1.2 breach of any of the terms and/or conditions of the Transaction Documents; and/ or
- 8.1.3 Any representation and/or warranty provided by the Obligors found to be or becoming untrue, misleading or false in any respect whatsoever.
- 8.2 The Obligors acknowledge the inherent risks involved in sending the instructions/communications/documents to or by the Lender via facsimile, untested telexes and faxes, telegraph, cable or emails or any other electronic mode and hereby agree and confirm that all risks shall be fully borne by the Borrower and the Borrower hereby assumes full responsibility for the same, and undertakes to indemnify the Lender and keep the Lender indemnified and harmless at all times from and against any and all Losses including any claims and demands by any third party or any other, actions, demands, liabilities, costs, charges, damages, Losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against the Lender or that the Lender may or may have to suffer, incur or sustain by reason or on account of the Lender having so acted whether wrongly or mistakenly or not, or of the Lender failing to act wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Lender considering the mode in which the same was conveyed.

SCHEDULE - 1

S. No.	Particulars	Description	Details
1.	Execution details	Date	
		Place	
2.	Details of Borrower	Name	
		Address	As per Sanction Letter
3.	Details of Co-Borrower(s)	Name of Co-Borrowers	
		Address of Co-Borrower(s)	As per Sanction Letter

4.	Branch details of the Bank	Name	
5.	Details of Facilities[Overdraft Limits-/Dropline Limit/CC Limit/LC (Part A)/ BG (Part B)/ Forward Contracts (Part D)/LER Limit (Part D)]	Overall Limit of Rs. _____ with details as per Sanction Letter	
6.	Sanction Letter	Ref. No.	
		Date:	
7.	Charges		As mentioned on the website of the Bank at https://www.au.bank.in/service-fee and in the Schedule of Charges annexed herewith A copy of this Facility Agreement is uploaded on the Bank's website.
8.	Penal Charges		As mentioned in Schedule 2
9.	Overdue/ Temporary Overdraft Charges		As mentioned in Schedule 2
10.	Disbursement in favor of		As per Sanction Letter

11	Phone number and email id of the nodal grievance redressal officer	Level 1	Call Centre	Call: 1800 1200 1200 Email: customercare@aubank.in Feedback/ Complaints: Please visit www.au.bank.in on the "Contact us" link or Internet banking or mobile banking.
			Branch	(Please visit www.au.bank.in to locate nearest branch)
		Level 2	Regional Nodal Officer	In case of non-resolution of grievances within 7 days to customer's satisfaction, the customer may escalate their grievance to the relevant Regional Nodal Officer. Please visit www.au.bank.in on the "Contact us" and click on the "Details of Principal Nodal Officer and Regional Nodal Officers" link or access the link below for the details of relevant Regional Nodal Officer: https://www.au.bank.in/grievance-redressal-mechanism-grievance-redressal-mechanism.pdf
		Level 3	Principal Nodal Officer	
				If the complaint is not resolved or if the customer is not satisfied with the resolution provided within 15 working days, even after contacting various complaint resolution channels, the complaint may be escalated to the Principal Nodal Officer at:

				Address: CP3-235, Industrial Area, Apparel Park, Mahal Road, Jagatpura, Jaipur, Rajasthan, PIN - 302022 Contact Number: 0141-6660645 Email: pno@aubank.in
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Schedule 2

(Schedule of Charges)

S. No.	Parameters	Charges
1	Interest Rate	Up to 18%
2	Loan Processing Charges	Up to 3% of loan amount
3	Renewal Fees	Up to 1% of loan amount
4	Stamping Charges	As per State's Stamp Act
5	Documentation charges	At actuals
6	Collection Charges	₹600
7	SI/NACH/ECS Return Charges	₹500 per instance
8	ADHOC limit set up charges	0.50% of Sanction limit; minimum Rs 5000
9	TOD limit set up charges	0.10% of Sanction limit; minimum Rs 1000
10	Swap Charges (Replacement of PDCs/Change of bank)	₹1000
11	Prepayment / Foreclosure charges	4% of principal outstanding of term loan/Drawing Power for DLOD facility 4% of limit/s sanctioned of CC/overdraft facility 0% on 100% FD backed limit and SCF Facilities
12	Issuance of Duplicate NOC	₹500
13	Lender NOC/Solvency Certificate	0.10% of Solvency Certificate amount Minimum: ₹ 10000, Maximum: ₹ 50000
14	Statement of Account	₹500
15	Amortisation/Repayment Schedule	₹500
16	Bank Certificate (for Conduct of account, Loan details and Interest)	₹1000
17	Foreclosure Statement Charges	₹500
18	Change in Instalment due date	₹500 + difference period interest (if any)
19	Replacement in property/ asset/collateral	₹2500
20	Copy of property/ loan document	₹1000
21	Asset verification charges	At actuals
22	Property valuation charges	₹2500 per valuation or actual (whichever is higher)
23	Property legal charges	₹2500 to ₹ 6500 per legal (State wise)
24	Legal / Sarfaesi/Incidental Charges	
	Arbitration	Upto ₹ 5100
	Execution of Arbitration Awards	Upto ₹ 6800
	Complaint U/s 138 (NI Act)/25 (PASS Act)	Upto ₹ 6800
	Issue of Notice U/s 13(2) of SARFAESI Act	Upto ₹ 11,100
	Enforcement Action U/s 14 SARFAESI Act	Upto ₹ 17,000
	Any Other Legal Action taken by or against Bank	At Actuals
25	Cersai Charges	₹100 per asset
26	Equitable Mortgage Charges	As per state act

27	Provisional/Final IT certificate	Nil
28	Rate reduction or Conversion from Fixed to Floating or Floating to fixed	0.50% of Sanctioned limit/drawing power
29	Commitment Charges	1% of un-utilized amount in case average utilization of limits for the quarter is below 60%
30	Stock Audit/LIE charges	At actuals
31	ROC filling Charges	At actuals
32	Cheque/DD /Disbursement/Loan Cancellation Charges	₹1000 plus interest up to cancellation period
33	Cash Deposit Charges (at the time of Prepayment / Foreclosure only)	₹5 per thousand for cash collection

Penal Charges

S. No.	Parameters	Applicable Charges
1	Overdue Charges*	₹ 0.65 per thousand per Day
2	Term Loan Overdue Charges*	₹ 0.65 per thousand per Day
3	Temporary Overdraft Charges (Post Expiry)*	₹ 0.10 per thousand per Day
4	Stock Statement Charges	Upto ₹ 500 Lakhs Limit - ₹ 5000 ₹ 500 Lakhs to ₹ 1000 Lakhs Limit - ₹ 10000 Above ₹ 1000 Lakhs Limit - ₹ 25000
5	Stock Audit Charges	₹ 25000
6	Low Churning Charges (<75%)	2% p.a. of Sanctioned Limit
7	Security Pending Charges	2% p.a. of Sanctioned Limit
8	Breach of sanction covenants Charges	2% p.a. of Sanctioned Limit
9	Other non-compliance of terms Charges	2% p.a. of Sanctioned Limit
10	Insurance Pending Charges	₹ 5000 per policy

Note: * All above penal charges are applicable per thousand (or every part thereof).

Transaction Charges

S. No.	Parameters	Charges
1	Cash Deposit Charges in CC/OD/DLOD Account	Upto ₹ 10 Lakh per month – Nil Charges Beyond free limits charges will be ₹4/1000 (Minimum ₹50/transaction)
2	PAP Cheque Book	Free 200 leaves per month, thereafter ₹2/leaf
3	RTGS/NEFT/IMPS Charges	Free
4	Demand Draft payable at AU SFB Locations (through branch)	50 instruments free per month, thereafter ₹50/instrument
5	Demand Draft Payable-Correspondent Bank Location	10 instruments free, thereafter ₹2.50/1000 (Minimum ₹50; Maximum ₹5000)
6	Outstation cheque collection-Corresponding Bank Location	10 instruments free, thereafter ₹5/instrument + courier charges
7	Local Cheque Issued and returned (Insufficient funds)	Up to 2 returns-₹500/instance, 3rd return onwards ₹750/instance
8	Outstation Cheque Issued and returned (Insufficient funds)	Up to 2 returns-₹500/instance, 3rd return onwards ₹750/instance
9	ECS/NACH return (Insufficient funds)	₹500/instance
10	Outward cheque return (Local)	₹100/cheque
11	Outward cheque return (Outstation)	₹100/cheque
12	DD cancellation/Revalidation	₹100/instrument
13	Stop payment of cheque-Branch	₹50 per cheque or range of cheque in series

* Normal Interest on overdue amount will continue to be charged at the applicable ROI of the loan.

- All of the above fees and charges are subject to change as per the Bank's discretion from time to time. Changes in fees and charges are updated on the bank's website (www.au.bank.in).
- The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Bank shall be applicable and binding.
- ** Prepayment/Foreclosure charges are not applicable in below cases irrespective of source of fund-

- a. Term Loan sanctioned to Individual on Floating Rate for other than business purposes
 - b. Facilities sanctioned/renewed to Individual or Micro or Small Enterprises (MSE) on Floating rate on or after 1st Jan 2026 subject to production of valid Udhyaam Registration Certificate (URC) validating entity falling under Micro & Small MSE at the time of closure request.
4. All of the above fees/charges are exclusive of all statutory and Government taxes. GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges.
 5. Bank do not levy any loan related and adhoc service charges/inspection charges on priority sector loans up to ₹50000.

Schedule A

1	Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at	Jaipur
2	List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation	(a) Name: CLRMDR Address: D-871 GROUND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 9717012845 Emails ID:- info@clrmdr.com
		(b) Name: Resolve Address: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 011-45131430 Emails ID:- resolve.info@gmail.com
		(c) Name: Easy Solution Address: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 Contact Details: 9212710624 MAIL ID: DJRBCLEGAL18@YAHOO.COM
		(d) Name: SYNERGY ARBITRATION HUB PRIVATE LIMITED Address: C-17, L.G.F, Friends Colony (East), New Delhi-110065 Contact Details: 9999964750 Email ID- admin@synergyarbitration.com
		(e) Name: Nyay 24/7 (Truth Beat Ventures Private Limited) Address: D-126, 2nd Floor, Jan Path, Shyam Nagar, Above Yes Bank, Jaipur, Rajasthan, 302019 Contact Number: 7738357454

		Email id: atul.mathur@nyay247.com
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English
5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	
	Borrower- As per Sanction Letter	Registered email id, Mobile no., WhatsApp no.: As per Bank's records. (Account information)
	Co-Borrower(1) - As per Sanction Letter	
	Co-Borrower(2) - As per Sanction Letter	
	Guarantor(1) - As per Sanction Letter	
	Guarantor(2) - As per Sanction Letter	
Note:- Borrower(s) and other obligors, if any, undertake to inform bank in writing about any change in the registered mobile number, registered whatsapp number and registered e-mail ID. In case of Borrower(s)'s/ obligors 'failure in communicating any change in the registered mobile number, whatsapp number and e-mail ID to the bank in writing such contact numbers and e-mail ID as on record with the Lender shall continue being the co-ordinates of the respective Party and any communication sent to such co-ordinates shall be treated as a valid service, notwithstanding the contrary/ failed delivery status or report thereof. Proceedings held using such co-ordinates shall be valid and conclusion thereof by way of an order / award shall be binding on the Parties thereto.		

Annexure 1

LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,
19-A, Dhuleshwar Garden,
Ajmer Road, Jaipur
("Lender/ Bank"),

LETTER OF GENERAL LIEN, SET-OFF IN RESPECT OF DEPOSITS/CREDIT BALANCES/MARGIN PAYMENTS/ MONIES created in favour of the Lender and CROSS COLLATERIZATION/CROSS LINKING of PROPERTIES, SECURITIES, ASSETS, RECEIVABLES AND SECURITY INTERESTS ("SECURITY") in consideration of the Lender granting or continuing to make available loan/ facility of Rs. _____ (Rupees _____) ("Facility") to the Undersigned, pursuant to the terms of sanction letter ref _____ dated _____.

The Undersigned hereby acknowledges, agrees and undertakes that: -

1. The Bank may, at any time, combine or consolidate all or any of the existing accounts of the Undersigned (of whatsoever nature) and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the Undersigned towards the Bank on any other account or in any other respect, whether as principal, or surety or otherwise, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint.
2. The Undersigned:- (a) shall neither withdraw nor shall be entitled to withdraw any such sums (so that the Bank shall have no obligation to release or repay any such sums to the Undersigned) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to retain such sums and/or apply all or any part of such sums in or towards such payment, discharge or satisfaction; (b) shall not mortgage, charge, pledge, hypothecate or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the Security (except for encumbrance already created in favour of the Bank) and/or whole or any part of such sums.
3. The Bank is authorised, in it's absolute discretion, at any time and from time to time to notify any other creditors of the Undersigned of the terms and undertakings set out herein;
4. Notwithstanding anything contrary contained in the Agreement and/or any other document executed in furtherance of the Loan/Facility extended under the Agreement or any other document executed in furtherance of the facility already extended or to be extended by the Lender (which term shall include and the subsidiaries, affiliates/associate entities of the Lender") at a future date ("Transaction Document").
 - A. the Security created by the Undersigned or any other obligor towards the Facility(s) availed under the present Transaction Documents shall also be a continuing security for:
 - (i) all other monies that may be due from and payable by the Undersigned on account of the facilities already availed or to be availed from the Lender.
 - (ii) facility granted / continued to the group companies/associate/affiliates of the Undersigned, as declared from time to time.
 - B. that any security created by the Undersigned and/or the, under any other Transaction Documents executed or to be executed in favor of Lender and against which the Lender has already extended or shall extend facility, shall be a continuing security for the Facility extended under the present Transaction Documents and the security already extended or to be extended, shall not be discharged till the time all facilities already availed or to be availed from the Lender are re-paid in full and discharged to the satisfaction of the Lender.
 - C. that the Lender shall have lien and right of set off over all such security created in favor of the Lender under any Transaction Document executed at present, in past or in future, and against all monies, deposits, assets and other properties of the Undersigned, which are deposited with/under the control of the Lender (or any of its group companies) by giving 07 days' prior notice to the Undersigned.
 - D. that the Lender shall be within its rights to withhold the No Objection Certificates and/or withhold issuance No Dues Certificates and/or withhold the security created, in its sole discretion, for any loan/facility/credit facility pending closure of all other loan/facility/credit facility availed by the

Undersigned before or after availing the Loan/Facility/Credit Facility under the present Transaction Documents.

- E. The Security created under the Agreement and the liability of the Undersigned shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any change in name, merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of any of the Undersigned.
- F. that in the event of any default being committed by the Undersigned under any other agreement with the Lender, under which the Undersigned is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under the present Transaction Documents and the Lender, shall be absolutely entitled to exercise all or any of its rights under the Agreement including right to set off in respect of any amount standing to the credit of the Undersigned in any/all of the loan/ facility(ies) availed/to be availed from the Bank.
5. Nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to the Bank, whether by law or otherwise, and this letter of general lien, set-off and cross collateralization is in addition and without prejudice to any lien, guarantee, mortgage, hypothecation or security now or hereafter held by the Bank;
6. This letter of general lien, set-off and cross collateralization is governed by and shall be construed in accordance with the laws of India and the Undersigned hereby irrevocably submits to the jurisdiction of the Courts at Jaipur. The Undersigned further undertakes, on the Bank's request, to nominate an agent with an address in India to accept service of any legal process in India on behalf of the Undersigned and such agent shall acknowledge in writing to the Bank its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the Undersigned.
7. The Undersigned hereby expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of the Lender in respect of any other obligations of the Undersigned to the Lender or prejudice or effect any general or particular lien to which the Lender is by Law or otherwise entitled to, or operate to prejudice the Lender's rights or remedies in respect of any present or future security, guarantee or obligation given to the Lender by any other person for any indebtedness or liability of the Undersigned.

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

Date:

Place:

For the Co-Borrower

Signed and Delivered by the above-mentioned Co- Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Co-Borrower

Date:

Place:

Schedule 3

Example No. - 1 (Revolving Facility like Cash Credit / Overdraft)

"IRAC Circular Refer Para No. 2.1.2 (ii) - the account remains 'out of order' as indicated at paragraph 2.2 below, in respect of an Overdraft/Cash Credit (OD/CC)

Para No. 2.2 (Part 1) - An account should be treated as 'out of order' if the outstanding balance remains continuously in excess of the sanctioned limit/drawing power for 90 days."

Example Description - SMA and NPA Classification on Revolving Facility like Cash Credit / Overdue cases based on Out of Order (Part 1).

"Example: If outstanding balance is in excess of sanctioned limit/drawing power of a revolving facility like cash credit / overdraft account is March 31, 2021, and amount are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain excess of sanctioned limit/drawing power, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021, i.e. upon completion of 30 days of being continuously in excess of sanctioned limit/drawing power. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain in excess of sanctioned limit/drawing power, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain in excess of sanctioned limit/drawing power further, it shall get classified as NPA upon running day-end process on June 29, 2021. This is further elaborated as below mentioned table:

Date	DPD	Classification
"31-Mar-21 (Outstanding Balance is Excess of Sanction Limit / Drawing Power*)"	1 / Overdue	
30-Apr-21	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	61 / More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	91 / More than 90 Days / Completion of 90 Days	NPA

* Outstanding Balance can be treated in Excess of Sanctioned Limit / Drawing Power if any Revolving facility (i.e. Overdraft / Cash Credit) Limit provide by bank is Rs. 1 Lacs and Utilization of customer is more than Rs. 1 Lacs

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower and all the excess amount of limit sanctioned to borrower is also paid.

Date	DPD	Classification
"31-Mar-21 (Outstanding Balance is Excess of Sanction Limit / Drawing Power*)"	1 / Overdue	

30-Apr-21	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	61 / More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	91 / More than 90 Days / Completion of 90 Days	NPA
30-Jun-21	Upgrade**	

* Outstanding Balance can be treated in Excess of Sanctioned Limit / Drawing Power if any Revolving facility (i.e. Overdraft / Cash Credit) Limit provide by bank is Rs. 1 Lacs and Utilization of customer is more than Rs. 1 Lacs (say Rs. 1,10,000)

**Upgradation of Account to standard is Possible after excess amount of limit is received from borrower of Rs. 10,000 and entire arrears of interest and principal are paid by the borrower

Example No. - 2 (Revolving Facility like Cash Credit / Overdraft)

"IRAC Circular Refer Para No. 2.1.2 (ii) - the account remains 'out of order', in respect of an Overdraft/Cash Credit (OD/CC)

Circular refer Para No. 6 (ii) - An account should be treated as 'out of order', the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period"

Example Description - NPA Classification on Revolving Facility like Cash Credit / Overdue cases based on Out of Order.

Example: If Prior 90 Days Interest charged/debited in revolving facility like cash credit / overdraft account is more than credit received on account then it shall get classified as NPA upon running day-end process as on Date. The same is explain as below mention table

Date	Transaction Detail	Amount	Classification
1-Jan-21	Customer Use the Limit of Cash Credit / Overdraft Account	100000	
31-Jan-21	Debit Interest	1500	
15-Feb-21	Customer paid the amount	2000	
28-Feb-21	Debit Interest	1500	
31-Mar-21	Debit Interest	1700	NPA*

* NPA is classified due to Interest Charged in last 90 Days is Rs. 4700 (i.e. 1500 + 1500 + 1700) and Credit are received only is Rs. 2000. which is less than the interest charged

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower and last 90 Days' interest should be less than credit received during the same period.

Date	Transaction Detail	Amount	Classification
1-Jan-21	Customer Use the Limit of Cash Credit / Overdraft Account	100000	
31-Jan-21	Debit Interest	1500	
15-Feb-21	Customer paid the amount	2000	
28-Feb-21	Debit Interest	1500	
31-Mar-21	Debit Interest	1700	NPA*
30-Apr-21	Debit Interest	1750	
10-May-21			Upgrade**

* NPA is classified due to Interest Charged in last 90 Days is Rs. 4700 (i.e. 1500 + 1500 + 1700) and Credit are received only is Rs. 2000. which is less than the interest charged.

**Upgradation of Account to standard can be done after Last 90 Days Interest charged are less than credit received and all interest arrear is recovered i.e. Interest Charges is Rs. 6450 (i.e. 1500+1500+1700+1750) and Credit is Rs. 2000. However, borrower need to pay Rs. 4450 (i.e. 6450 - 2000)

Example No. - 3 (Stock Statement - Cash Credit Account)

"IRAC Circular Reference Para No. 4.2.4 (a & b) - Accounts with temporary deficiencies

Para No. 4.2.4 (a) - Banks should ensure that drawings in the working capital accounts are covered by the adequacy of current assets, since current assets are first appropriated in times of distress. Drawing power is required to be arrived at based on the stock statement which is current. However, considering the difficulties of large borrowers, stock statements relied upon by the banks for determining drawing power should not be older than three months. The outstanding in the account based on drawing power calculated from stock statements older than three months, would be deemed as irregular.

Para No. 4.2.4 (b) - A working capital borrowal account will become NPA if such irregular drawings are permitted in the account for a continuous period of 90 days even though the unit may be working or the borrower's financial position is satisfactory."

Example Description - NPA Classification on Cash Credit account based on Stock Statement is not Updated.

Example: If Stock statement is received of a cash credit account as on March 31, 2021, and further updated stock statement is not received . It shall get classified as NPA upon running day-end process on September 27, 2021. The same is explained in below mention table:

Date	Classification
31-Mar-21 (Stock Statement Received)	
27-Sep-21	NPA

"IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower and received updated stock statement (i.e. Stock Statement Date should be between last 179 days)

Date	Classification
31-Mar-21 (Stock Statement Received)	
27-Sep-21	NPA
25-Oct-21	Upgrade*

**Upgradation of Account to standard is Possible after receiving updated stock statement (The Date of Stock Statement between 29-4-2021 to 25-10-2021) and entire arrears of interest and principal are paid by the borrower.*

Example No. - 4 (Renewal Due - Revolving Facility)

"IRAC Circular Reference Para No. 4.2.4 (c) - Accounts with temporary deficiencies

Para No. 4.2.4 (c) - Regular and ad hoc credit limits need to be reviewed/ regularised not later than three months from the due date/date of ad hoc sanction. In case of constraints such as non-availability of financial statements and other data from the borrowers, the branch should furnish evidence to show that renewal/ review of credit limits is already on and would be completed soon. In any case, delay beyond six months is not considered desirable as a general discipline. Hence, an account where the regular/ ad hoc credit limits have not been reviewed/ renewed within 180 days from the due date/ date of ad hoc sanction will be treated as NPA."

Example Description - NPA Classification on Revolving facility based on renewal is not to be reviewed.

Example: If Renewal is due of a revolving facility account as on March 31, 2021, and further renewal of account is not done. It shall get classified as NPA upon running day-end process on September 27, 2021. It is further explained in below mention table:

Date	Classification
31-Mar-21 (Renewal Due Date)	
27-Sep-21	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower and updated renewal done (i.e. Renewal Date should be between last 179 days)

Date	Classification
31-Mar-21 (Stock Statement Received)	
27-Sep-21	NPA
25-Oct-21	Upgrade*

**Upgradation of Accounts to standard can be done post renewal (The Date of Renewal between 29-4-2021 to 25-10-2021) and after entire arrears of interest and principal are paid*

Example No. - 5 (Credit Card)

IRAC Circular Reference Para No. 4.2.19.2 - A credit card account will be treated as non-performing asset if the minimum amount due, as mentioned in the statement, is not paid fully within 90 days from the payment due date mentioned in the statement.

Example Description - NPA Classification on credit card.

"Example Detail: If there is Minimum Amount due (MAD) of a credit card account as on March 31, 2021, and MAD are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process

on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. It is further elaborated in below mention table:"

Date	Reporting Date MAD Amount	DPD	Classification
31-Mar-21 (MAD Due Date)	1000	1/ Overdue	
30-Apr-21	2000	31/ More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	3000	61/ More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	4000	91/ More than 90 Days / Completion of 90 Days	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears (MAD amount) of interest and principal are paid by the borrower

Date	Reporting Date MAD Amount	DPD	Classification
31-Mar-21 (MAD Due Date)	1000	1	
30-Apr-21	2000	31/ More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	3000	61/ More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	4000	91/ More than 90 Days / Completion of 90 Days	NPA
30-Jun-21	4000		Upgradation*

*Upgradation of Account to standard is Possible after total pending MAD due of Rs. 4000 is received from borrower

Example No. -6

IRAC Circular Reference Para No. 4.2.7 (c) - Asset Classification to be borrower-wise and not facility-wise

Para No. 4.2.7.1 -It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

Example Description - NPA Classification on based on borrower wise and not facility wise.

Example: If any Facility of customer is classified as NPA upon running day-end process as on date, all the facility of the customer need to be classified NPA upon same day. It is further explained as below mention table:

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Term Loan 2	29-Jun-21	
A	Cash Credit / Overdraft	29-Jun-21	

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded if arrears of interest and principal are repaid in all the facilities of the borrower

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	
A	Term Loan 1	15-Jul-21	Upgrade*
A	Term Loan 2	15-Jul-21	
A	Cash Credit / Overdraft	15-Jul-21	

**Upgradation of Borrower's accounts to standard can be done if arrears of interest and principal are repaid in all the facilities of the borrower*

DECLARATION

The Borrower acknowledges to have read and understood all the foregoing terms of this Facility Agreement, including Part A, Part B, Part C, Part D, Part E and the Schedule and Annexures to this Facility Agreement and is affixing its signature/thumb impression/ common seal on the last page of this Facility Agreement evidencing the same. The Borrower further agrees and confirms that the Parties shall not be required to sign at each page of this Facility Agreement and the signatures at the last page of this Facility Agreement would be sufficient for the purposes of this Facility Agreement.

Borrower confirms that whatever has been stated hereinabove in this Facility Agreement is true and correct to the best of its knowledge and belief and the Borrower has entered into this Facility Agreement voluntarily, with full knowledge of its effect and signing of this Facility Agreement at the last page shall be construed as signing of each and every page of this Facility Agreement and all other documents.

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

For the Co-Borrower

Signed and Delivered by the above-mentioned Co- Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Co-Borrower

For AU Small Finance Bank Limited

Signed and Delivered by its Authorized Signatory/ Constituted Attorney

Name:

Signature:

On behalf of the within named Bank/AUSFB

UNATTESTED DEED OF HYPOTHECATION

This deed of hypothecation ("**Deed**") is made and executed on the date and at a place as mentioned in Schedule I, by the persons set forth in Schedule I (Description of Borrower) (hereinafter referred to as the "**Borrower**", which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include its successor(s) and permitted assign(s)) of the **ONE PART; IN FAVOUR OF**

AU Small Finance Bank Limited, a small finance bank having its registered office at 19-A Dhuleshwar Garden, Jaipur, Rajasthan (hereinafter referred to as the "**Lender**" which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successor(s) and permitted assign(s) of the **OTHER PART**.

The Borrower and the Lender shall collectively be hereinafter referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Borrower has approached the Lender for a loan/credit facility as mentioned in Sanction Letter, as mentioned in Schedule I, and the Lender has agreed, at the request of the Borrower, to grant to the Borrower a loan of an amount as mentioned in Schedule I (hereinafter referred to as the "**Loan/Credit Facility**") subject to and in accordance with and for the purpose mentioned in loan/credit facility agreement executed by the Borrower for availing Loan from the Lender (hereinafter referred to as "**Loan/Credit Facility Agreement**").
- B. The Borrower has accepted the terms and conditions stipulated by the Lender and in consideration of the Lender providing the Loan/Credit Facility to the Borrower, the Borrower agrees that it shall secure the Loan/Credit Facility, inter alia, by a first and exclusive charge/pari passu charge as per sanction letter, by way of hypothecation of its Assets.
- C. The Lender has called upon the Borrower to execute these presents which the Borrower has agreed to do in the manner hereinafter expressed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Definitions and Interpretations

For all purposes of this Deed capitalised terms not otherwise defined below shall have the meaning assigned thereto in the Loan/Credit Facility Agreement.

1.1 Defined Terms

Capitalized terms not defined in the Loan Agreement but used in this Deed, the following terms shall have the following meanings.

"Applicable Law" means, with respect to any person, all laws, statutes, treaties, rules, regulations, determinations, orders, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other Governmental Authority, and all governmental authorizations binding upon or applicable to such person or to any of its properties or Assets.

"Assets" shall mean all present and future Movable Assets Receivables and Debt Assets, current assets, plant & machinery or Rent Receivables [in lease rental discounting facility ("LRD")], as applicable as per sanction letter and hypothecated to the Lender. It also includes Borrower's consumable stores, semi finished and finished goods, stock of raw materials, goods in process, and spares and such other movables both present and future including books debts, bills whether documentary or clean, whether in possession or under the control of the Borrower or not, whether now lying loose or whether stored in or about all the Borrower's factories, premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery. The charge on current assets shall be floating charge and it shall not restrict the Borrower from selling or otherwise disposing the same in normal course of business subject to the restriction and occurrence of Event of Default under the Facility Agreement.

"Debt Assets" shall mean all the amounts due from debtor(s) of the Borrower to the Borrower as per the books of accounts of the Borrower at the relevant point of time and which have not remained overdue for more than 89 days and shall include the interest payable thereupon.

Movable Assets Receivables shall mean Borrowers moveable properties (save and except current assets) including its movable plant and machinery, machinery spares, tools and accessories, non- trade receivables and other movables, both present and future, whether in possession or under the control of the Borrower or not, whether installed or not and whether now lying loose or whether stored in or about all the Borrower's factories, premises and godowns or whatever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery

"Receivables" shall mean (a) all the cash flows, monies, other income and other amounts, present and future, accruing from or arising out of the business of the Borrower including without limitation, any amounts receivable (including any balance receivables in relation to the business of the Borrower) and, or, to be received by the Borrower directly or indirectly, and shall also include all insurance proceeds pertaining of the Borrower

for any insurance obtained by it as per the instructions of the Lender; (b) all amounts owing to, and received and/or receivable by the Borrower and/or any person on its behalf, all book debts, cash flows and receivables and proceeds arising from/in connection with, Borrower's cash-in-hand, both present and future and all rights, title, interest related thereto, both present and future.

"Rent Receivables" shall mean lease rent receivables arising out of the Property leased/given on leave and license/on tenancy or sub leased out to such lessee/Licensee/tenant ["Lessee(s)"] on Lease/Leave and License /Tenancy or Sub Lease basis ("Lease") the details of which are more particularly specified in the Schedule I. It is hereby agreed between the Borrower and the Bank that the rent receivables, may be amended, revised, substituted by way of written communication between the Borrower and the Bank from time to time and such modified rent receivables shall automatically become part of the Rent Receivables.

"Outstanding Amounts" mean principal amount of the Loan/Credit Facility outstanding from time to time, and all interests, Penal Charge(s), Overdue/ Temporary Overdraft Charges, expenses, prepayment interest (if applicable as mentioned under the Facility Agreement/ Loan Agreement), fees, costs, commissions, charges and other amounts due under or in respect of the Loan/Credit Facility Agreement.

1.2 Principles of Interpretation

In construing this Deed:

- (i) time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (ii) unless the context otherwise requires, words importing singular shall include plural and vice versa;
- (iii) articles and schedule headings are for reference only and shall not affect the construction or interpretation of this Deed;
- (iv) references to articles and schedules are references to articles and schedules of and to this Deed;
- (v) annexures and schedules form an integral part of this Deed. In the event of any conflict between any article of the Deed and any of the annexures and schedules, the provision of the article shall prevail;
- (vi) reference to any agreement, including this Deed, any other deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s);
- (vii) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day;
- (viii) the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Deed as a whole;
- (ix) the use of the word "including" followed by specific example(s) in this Deed, shall not be construed as limiting the meaning of the general wording preceding it;
- (x) wherever the context so requires, the use of masculine gender to refer the term 'Borrower' shall mean and be construed as the feminine gender. In the event the Loan/Credit Facility is availed by a Co-Borrower, the term "Borrower" shall include the Co-Borrower, unless the context otherwise requires.
- (xi) wherever the context so requires, the articles pertaining to a Borrower who is an individual/sole proprietary concern, partnership firm, company, society, joint liability group shall be applicable on such individual/sole proprietary concern, partnership firm, company, society, joint liability group on the basis of type of entity it is.
- (xii) the terms and expressions not herein defined shall have the interpretation and meaning assigned to them in terms of the General Clauses Act, 1897.
- (xiii) References to a **"person"** or **"Person"** (or to a word importing a person) shall be construed so as to include:
 - (a) individual, sole proprietorship, firm, partnership, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any Governmental Authority or other entity or organisation (whether or not in each case having separate legal personality);
 - (b) that person's successors in title, executors, and permitted transferees and permitted assignees; and
 - (c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives.

- (xiv) In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality or reasonableness of any matter, the opinion of Lender as to the materiality shall be final and binding on the Borrower.
- (xv) Reference to any statute or statutory provision shall include:
 - (a) all statutory instruments or orders including subordinate or delegated legislation (whether by way of rules, notifications, bye-laws and guidelines) made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated, to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Deed and (to the extent liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the statute or statutory provision referred to has directly or indirectly replaced.

2. Covenant to Pay/Repay

In pursuance of the Loan/Credit Facility Agreement and in consideration of the Loan/Credit Facility granted/agreed to be granted and advanced to the Borrower by the Lender, the Borrower covenants and agrees that the Borrower shall repay the Loan/Credit Facility, or any part thereof and the other payments including interest payments, Penal Charges, Overdue/ Temporary Overdraft Charges, other charges, costs etc. as specified in the Loan/Credit Facility Agreement (as and when the same fall due for payment as more particularly specified in the Loan/Credit Facility Agreement) and shall pay all Outstanding Amounts due in the manner as set out in the Loan/Credit Facility Agreement and shall duly observe and perform all the terms and conditions of the said Loan/Credit Facility Agreement.

3. Charging Clause

- 3.1** As security for the Outstanding Amounts and also as security for payment of any other charges, costs (between attorney and client) and expenses payable to or incurred by the Lender in relation thereto, the Borrower hereby charges and hypothecates in favour of the Lender all the present and future Assets now or at any time during the continuance of the Loan Agreement/this Deed. The Assets shall remain hypothecated and remain under charge to the Lender as security for the payment by the Borrower to the Lender of the said Outstanding Amounts. The charge-cum-hypothecation created on the Assets shall rank as first and exclusive/pari passu/second charge as per Sanction Letter.
- 3.2** In case the charge is created on pari passu basis, the Borrower shall be free to borrow addition funds for its normal needs from other lenders. The Borrower will obtain NOC from the bank for ceding pari passu charge on the security within the time frame as per sanction letter. The security cover for the facility to be kept at minimum agreed ratio, if any, as per terms of sanction letter.
- 3.3** The Borrower shall not, without the prior written consent of the Lender during the continuance of the Loan/Credit Facility Agreement /this Deed, create or attempt to create any charge or any further security interest or encumbrance of any kind over the Assets or any part thereof and the Borrower shall do all such acts and things required to preserve the Assets.
- 3.4** The charge/hypothecation shall be deemed to be created on the Assets immediately on the execution of this Deed.
- 3.5** The Borrower specifically agrees that any addition, escalation or accretion to the Assets /security, accruing in respect of the Assets or by way of production and profits thereto or any part thereof shall also be deemed to be hypothecated with the Lender. The Parties agree that there is no need for signing any additional supplementary agreement in this respect.

4. Security

4.1 Continuing Security

The security created over the Assets by or pursuant to this Deed and/or under the Loan/Credit Facility Agreement or any other finance document executed by the Parties is a continuing security and shall remain in full force and effect, notwithstanding any intermediate part payment or settlement of account or other matter or thing whatsoever, and in particular the intermediate part satisfaction by the Borrower of any part of the Outstanding Amounts, and is in addition, and without prejudice, to any other security, guarantees, lien, indemnities or other right or remedy which the Lender may now or hereafter hold for the Outstanding Amounts or any part thereof.

4.2 Other Security

This security of Assets is in addition to, and shall neither be merged in, nor in anyway exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other person in respect of the Outstanding Amounts.

4.3 Avoidance of Payments

If any amount paid by the Borrower in respect of the Outstanding Amounts is held to be void or set aside on the liquidation or winding up of the Borrower or otherwise, then for the purposes of this Deed, such amount shall not be considered to have been paid by the Borrower.

5. Further Security and Agreements

5.1 The Borrower hereby covenants with the Lender that in case the security on the Assets provided by the Borrower has become inadequate in the opinion of the Lender, the Borrower shall:

- (i) inform the Lender about the same; and
- (ii) promptly furnish such additional security to the entire satisfaction of the Lender and as may be required by the Lender to secure the due payment of the Outstanding Amounts.

5.2 The Borrower further agrees to hypothecate more assets as directed by the Lender from time to time at the sole discretion of the Lender, to secure the payment/repayment of the Outstanding Amounts/advanced, and details of such assets will be annexed to this Deed. The additional assets hypothecated by the Borrower shall include all fittings, fixtures, tools, accessories and parts whatsoever pertaining to the said additional assets and all replacements of or additions made to the said additional assets from time to time.

6. Release of Security

Subject to the terms contained in the Loan/Credit Facility Agreement, only on the Borrower paying in full the entire Outstanding Amounts to the satisfaction of the Lender in the manner provided in the Deed and in other security documents, the Lender shall with reasonable promptness, upon the written request and at the expense of the Borrower, release unto the Borrower, or as the Borrower shall direct and do all such other things as maybe reasonably necessary to release, the Assets from the security created hereunder (other than such of the said Assets as may have already been released pursuant to the Loan/Credit Facility Agreement).

7. Further Assurances

The Borrower hereby covenants and undertakes, from time to time and at all times, whether before or after the security constituted hereunder shall have become enforceable, to execute, pay and do, at the expense of the Borrower, all such charges, transfers, assignments, deeds, assurances, documents, agreements, instruments, acts, matters and things in such form and otherwise as the Lender may reasonably or by law require for perfecting and protecting the security intended to be hereby constituted or facilitating the realisation thereof or otherwise in relation to enforcing the same.

8. Declarations of the Borrower

8.1. The Borrower reiterates the representations and warranties contained in the Loan/Credit Facility Agreement and acknowledges and confirms that the same have been made with the intention of inducing the Lender to enter into this Deed, and further acknowledges that the Lender has entered into this Deed on the basis of, and relying on, each of such representations and warranties given by the Borrower.

In addition to the representations and warranties made by the Borrower under the Loan/Credit Facility Agreement, the Borrower hereby undertakes and declares as follows:

- (i) The Borrower shall keep the Assets in good and marketable condition.
- (ii) The Borrower shall pay all rent, taxes, any other charges in respect of the premises where the Assets are stored and to display the name of the Lender as the entity in whose favour the assets stored therein are charged.
- (iii) The Borrower shall pay all taxes (including stamp duty) in connection with the execution, enforcement and performance under this Deed and the registration thereof.
- (iv) This Deed shall be registered, if required by the Lender. In the event the Borrower is a company, form CHG-1 with respect to security creation under this Deed over the Assets shall be filed with the Registrar of the Companies within thirty (30) days of execution of this Deed. Upon submission of a copy of this Deed and the prescribed CHG-1 containing the prescribed particulars for registration of the registrable charges created hereby, forthwith on the execution of this Deed to the Registrar of Companies, the Borrower shall comply with all the legal requirements necessary to create a valid and enforceable hypothecation in favour of the Lender, and will have obtained all necessary consents, approvals and permissions.
- (v) The Borrower shall at all times during the continuance of this security maintain the said hypothecated Assets of a sufficient amount (as estimated by the Bank) so as to provide the margin of security as may from time to time as may be advised to the Borrower by the Bank and shall forthwith hypothecate to the Bank such further Assets as approved by the Bank and of sufficient value to make up the deficiency or shall reduce the amount for the time being due to the Bank by the cash payment so as to maintain the said margin.

In case of LRD:

- (i) The Borrower has given on lease the said Property to the Lessee for such period as specified therein. Borrower shall receive such monthly compensation (Rental Amount) specified in the Sanction Letter payable by the lessee as receivables in respect of the said Property occupied by the Lessee, more particularly as mentioned in Schedule I.
- (ii) The Borrower further states and confirms of getting / receiving Rent Receivables on a monthly basis from the Lessee with respect to the said Property.
- (iii) The Borrower agrees to obtain letter of acceptance, if required from the tenants, from time to time.

8.2 The Borrower further declares, represents and warrants that:

- (i) It has the power to execute, deliver and perform the terms and provisions of this Deed and has taken all necessary action (including any corporate action as required) to authorize the execution, delivery and performance of this Deed;
- (ii) This Deed when executed and delivered will constitute valid and legally binding obligations enforceable in accordance with its terms;
- (iii) Neither the execution nor performance of any document to which it is a party, nor the compliance with its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under this Deed, agreement or other instrument to which the Borrower is a party or by which it is bound, or vice versa or violate any of the terms or provisions of the Borrower's memorandum and articles of association or other governing document or any judgment, decree or order or any statute, rule or regulation applicable to the Borrower;
- (iv) The Borrower hereby declares that subject to what is contained hereinbefore, the Assets are and will, at all times, be the absolute of the Borrower.
- (v) The provisions of this Deed are effective to create in favor of the Lender a legal, valid and enforceable charge on the Assets on which the Borrower purports to grant a charge pursuant hereto including without limitation, a legal, valid and enforceable security interest, and appropriate recordings and filings which will be made promptly after the execution of this Deed in all appropriate public offices, and all other necessary and appropriate action will be taken so that as soon as this Deed has been so recorded and filed, it will create an effective charge on all right, title and interest of the Borrower in the Assets covered thereby, and all necessary and appropriate clearances and consents (if any) for the creation, effectiveness, priority and enforcement of such Assets have been obtained;
- (vi) The Borrower agrees to accept, as conclusive proof of the correctness of any sum claimed to be due from the Borrower to the Lender in relation to the Loan/Credit Facility, a statement of account made out from the books of the Lender and signed by the duly authorized officers of the Lender without production of any other voucher, documents or papers;
- (vii) The Borrower agrees that if the Assets are realized by repayment or otherwise, it shall be forthwith paid to the Lender to be applied in reduction of the indebtedness to the Lender in respect of the Outstanding Amounts and other amounts payable by the Borrower to the Lender under the Loan/Credit Facility Agreement. The Borrower shall not transfer or deal with the Assets upon being prohibited by the Lender from doing so.
- (viii) The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of Loan/ Credit Facility on any e-platform/digitized platform as may be desired by the Bank.
- (ix) The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Deed fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Deed and related documents.

9. Covenant and Undertakings

9.1 Subject to the terms of Applicable Law, the Borrower does hereby further covenant that:

- (i) The Lender and / or its officials without notice to the Borrower and at the Borrower's risk and expenses shall be entitled to enter into any place where the Assets are stored and to inspect, value or take possession of the Assets. The Borrower shall if so required by the Lender cause and indication or marking with the name of the Lender and a statement to the effect that the Assets stored, kept or otherwise recorded have been hypothecated in favor of the Lender, distinctly affixed/written/printed thereon to be shown at all times in a conspicuous manner upon on all or any such premises and/or records where the

Assets are maintained and/or recorded, during the continuance of the security interest created in this Deed.

- (ii) The Borrower shall furnish to the Lender, whenever required by the Lender, full and correct particulars/statements of all the Assets and shall allow the Lender or its authorized agents to take inspection of all the books of accounts and shall produce such evidence as the Lender may require as to the value thereof. It shall be lawful for the Lender at any time and from time to time during the continuance of the security to appoint and employ at the Borrower's expense, in all respects and for such period as the Lender shall think fit, a person or persons or a firm or a company to inspect the value of all or any of the Assets on behalf of the Lender and the Borrower shall pay to the Lender on demand all the expenses fees in respect thereof or incidental thereto (the Lender's statement being conclusive). In default, the Lender may be at liberty to debit the amount thereof to the Borrower's accounts in the Lender's books and the same shall be treated as advance until payment thereof.

(iii) **Insurance**

- (a) The Borrower shall at its own cost and expense keep or cause to be kept the Assets fully insured against such risks, and for such amount(s) and for such period and in such form(s) as the Lender may from time to time require, with the Lender named as loss payee therein.
- (b) In relation to such insurances as are required to be maintained pursuant to sub-clause (a) above, the Borrower shall not do or suffer to have been done any act which may invalidate such insurance.
- (c) In the event of any failure by the Borrower to obtain such insurances and/or to furnish proof of the same to the Lender, the Lender may (but shall not be bound to) insure the Asset(s) at the Borrower's cost. If the Lender pays the premium, or any other monies, for /towards the insurance of the Asset(s), the Borrower shall reimburse all such sum paid by the Lender.
- (d) In the event the Borrower becomes entitled to make any claims under the above insurances, it shall promptly make a claim under such insurances and first apply all monies received either in reinstatement of the security insured or towards repayment of the outstanding amount.

9.2 In addition to the covenants set forth in Clause 9.1, subject to the terms of Applicable Law, the Borrower does hereby further covenant that it will not, except as otherwise expressly provided in the Loan/Credit Facility Agreement, create or permit to exist any lien on the Assets or any portion thereof.

10. Event of Default and Enforcement

10.1 Event of Default

The security created hereunder in favor of the Lender shall become enforceable by the Lender if any Event of Default as provided in the Loan/Credit Facility Agreement occurs and/or be continuing.

10.2 Enter into premises

Upon an Event of Default by the Borrower in repayment of the Loan/Credit Facility as agreed upon or in the event the charge on the assets becomes unenforceable for any reasons whatsoever, the Lender and/or its officials at the risk and expenses of the Borrower may enter upon any premises of the Borrower and /or any other person to seize, recover, collect, withdraw, receive the assets without interruption or hindrance by the Borrower and/or any other person.

10.3 Right to Accelerate

- (i) On or at any time after the occurrence and during the continuation of an Event of Default, if the Outstanding Amounts or part thereof is due, the Lender shall be entitled to demand from the Borrower repayment of Outstanding Amounts and/or all or any part of the amounts due together with accrued interest and all other amounts accrued under or otherwise in connection hereto and all such amounts shall become immediately due and payable, without further notice or presentment or demand for payment, protest or notice of non-payment or dishonor or other notice or demand of any kind or nature whatsoever or other legal formalities of any kind.
- (ii) If the Loan/Credit Facility has been accelerated as aforesaid and not repaid pursuant to the terms of the Loan/Credit Facility Agreement, the Lender may without prejudice to any other rights and without prior written notice to the Borrower subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract :-
 - (a) deal with the Assets or any part thereof in such manner and upon such terms whatever as the Lender may consider fit, and/or enforce, settle, compromise with any rights or claims relating thereto without being liable for any losses and without prejudice to the Lender's aforesaid rights;
 - (b) exercise any and all powers, which a receiver could exercise hereunder or by Applicable Law;
 - (c) appoint by writing any person or persons to be a Receiver of all or any part of the Assets, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the Court is required therefore) and appoint another in place of any Receiver, whether such

Receiver is removed by the Lender or an order of the Court or otherwise ceases to be the Receiver or one of two or more Receivers.

- (d) without prejudice to the aforesaid, the Lender shall be entitled to do all such acts and deeds for taking control of and recovering the Assets and any future Assets comprised in these presents, at the costs of the Borrower. The Borrower shall take no action inconsistent with or prejudicial to the right of the Lender hereinabove mentioned, and the Lender's right to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any person(s) whomsoever, and upon the taking of such action, the Lender shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other title, claims, demands and encumbrances whatsoever.

(iii) **Sale**

Notwithstanding anything to the contrary herein and provided it is hereby agreed and declared as follows:

- (a) In the Event of Default it shall be lawful for the Lender at any time without any further consent of the Borrower, to sell, assign or concur with any other person in selling and/or assigning the Assets, and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/assignment which the person or persons exercising the power of sale/assignment shall think proper.
- (b) The Borrower shall, with the previous consent of the lender, be at liberty from time to time to sell or dispose off the Assets or any part thereof otherwise in the ordinary course of business, provided that the value of such Assets is utilized to repay the Facility.
- (c) No purchaser/assignee from, or other person dealing with the Lender and/or any Receiver upon any sale/assignment purporting to be made/done in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether an Event of Default has occurred or as to the necessity or expediency of the stipulations subject to which such sale/assignment shall have been made or otherwise as to the propriety or regularity of such sale/assignment.
- (d) Upon any such sale/assignment as aforesaid the receipt by the Lender of the purchase/assignment money shall effectually discharge the purchasers or purchaser or assignee therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.
- (e) It shall be lawful for the Lender at any time subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract, without any further consent of the Borrower, to recover the Debt Assets and/ or the Receivables hypothecated in favour of the Lender upon the occurrence of any Event of Default.
- (f) Further upon occurrence of an Event of Default, all rights to recover the Debt Assets from the debtor(s) of the Borrower and/ or the Receivables of the Borrower shall be with the Lender. After occurrence of Event of Default, the Lender shall be entitled to exercise all the rights of the Borrower in respect of the Debt Assets and will be entitled to proceed against the said debtor(s) of the Borrower to recover the amounts due in respect of the Debt Assets and to appropriate and utilize the same as mentioned above, without any reference/notice to the Borrower. Further, in such event, the Borrower shall execute all necessary documents including the deed of assignment (if required) in respect of the Debt Assets. Additionally, after occurrence of Event of Default, the Lender shall be entitled to exercise all the rights of the Borrower in respect of the Receivables and will be entitled to recover the amounts due in respect of the Receivables and to appropriate and utilize the same as mentioned above, without any reference/notice to the Borrower. The Borrower shall, in this regard, without any demur or protest, sign and execute all documents/notices/ letters/power of attorneys as may be required by the Lender.
- (g) The Bank may exercise such other rights as may be available to it under the applicable Law, including the special rights and remedies available to secured lenders under Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interests Act, 2002.
- (h) In the event if there is a surplus available pursuant to clause 10.3 (iii) (a), after payment in full of the balance due to the Lender, it shall be lawful for the Lender to retain and apply the said surplus together with any other amount in the hands of the Lender belonging to the Borrower, against in, or towards payment or liquidation of any and all other moneys which shall be and may become due from the Borrower whether solely or jointly with any other person borrower to the Lender, from loans, discounted bills, letters of credit, guarantees, charges, or any other debt or liability including bills, notes, credit and other obligation current or future, legal or equitable. In the event the net proceeds of sale/realisation is insufficient for repayment of whole of the respective amounts due to

the Lender, the same shall be appropriated in liquidation of the indebtedness of the Borrower to the Lender. Until such appropriation of money which is realized by the Lender/receiver, the moneys so realized shall be held by such receiver/Lender/any of its agents, nominees, officer, in trust for the benefit of the Lender.

10.4 All other rights under Loan/Credit Facility Agreement

The Lender shall be entitled to exercise all its rights as are available to it under the Loan/Credit Facility Agreement and the Borrower acknowledges the Lender's rights thereunder. In case of any inconsistency between this Credit Facility Agreement and Loan/Credit Facility Agreement, a decision on the interpretation shall be taken by the Lender, which decision, the Borrower agrees, shall prevail upon it/them.

11. Powers of Lender

The Lender shall have the authority subject to any limitations which are imposed by the Applicable Law and which cannot be waived by contract, to act upon and enforce the provisions of this Deed, or to adopt appropriate remedies in that behalf and shall exercise all powers under this Deed in accordance with the Applicable Law.

12. Appointment of Receiver in the Event of Default

12.1 Right to Appoint Receiver

- (i) The Lender, at any time after it has acquired the right to exercise the power of sale/assignment pursuant to this Deed, may by writing, appoint as Receiver of the Assets one or more persons described in clause (ii), and may remove any Receiver so appointed and appoint another instead.
- (ii) The Borrower hereby consents to the appointment of any bank doing business in India, any public financial institution or any of their respective subsidiaries or affiliates or any senior official of any of the above, or advocate/ any firm of advocates or independent public accountants or any other person as approved by the Lender, as receiver ("Receiver") hereunder and agrees that it shall not object to the appointment of any such person at the time of any such appointment.

12.2 Status, Powers and Remuneration of Receiver

- (i) Appointment of any Receiver may be made at any time on or after the happening of the Event of Default.
- (ii) Such Receiver may, from time to time, be invested with such rights, powers, authorities and discretion exercisable by the Lender hereinafter set forth or under Applicable Law or as the Lender may think expedient, including the following rights, powers and authorities (all of which shall be subject to any limitations which may be imposed by Applicable Law and which cannot be waived by contract are not waivable by contract):
 - (a) to take right, title and interest on all or any part of the Assets, and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower or otherwise, as the Receiver shall consider fit;
 - (b) to manage or carry on or concur in carrying on the business of the Borrower as regards the achievement of the purpose, as the Receiver shall consider fit;
 - (c) to make any arrangement or compromise between the Borrower and any other person or pay any compensation or incur any obligation which the Lender or the Receiver shall consider fit;
 - (d) for the purpose of exercising any of the powers, authorities and discretion conferred on it by this Deed and /or defraying any costs or expenses which may be incurred by it in the exercise thereof, or for any other purpose, to borrow from the Lender or others on such terms (with or without security) as the Receiver or the Lender shall consider fit and so that, with the prior written consent of the Lender, any such security may be or include a charge on the whole or any part of the Assets ranking wholly or partly in priority to or first and exclusive with the security created hereunder;
 - (e) to assign, sell, deal with or manage or concur in assigning, selling, dealing with or managing or otherwise dispose of any part of the Assets /future assets in such manner and generally on such terms and conditions as the Lender or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;
 - (f) to obtain all consents and permissions, approvals necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise, as the Lender or the Receiver shall consider fit;
 - (g) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
 - (h) to appoint and discharge employees, officers, agents, professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as the Receiver may consider fit and to discharge any persons appointed by the Borrower;

- (i) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Borrower or relating in any way to the properties or any part thereof;
 - (j) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Assets or any part thereof as the Receiver shall consider fit;
 - (k) to proceed against the debtor(s) of the Borrower in the event of default by them under the terms of documentation with the Borrower and shall be entitled to the rights and benefits that the Borrower against the said debtor(s);
 - (l) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Lender or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the said Assets; and
 - (m) to exercise all such other power and authority as the Lender shall consider fit to confer, and which the Lender may in relation to such part of the Assets as is the subject of a first and exclusive/pari passu charge or standard security, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof.
- (iii) Unless otherwise directed by the Lender, such Receiver may exercise all the rights, powers, authorities and discretion herein or by law vested in the Lender.
 - (iv) Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Lender.
 - (v) The Lender may from time to time fix the remuneration of such Receiver which shall be paid by the Borrower, or failing such payment, the Lender may direct payment thereof out of the said Assets.
 - (vi) The Lender, from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the Lender shall not be bound in any case to require any such security.

13. Limitation of Liability

13.1 Subject to any limitations which may be imposed by Applicable Law and which cannot be waived by contract, neither the Lender nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of their respective rights, powers, authorities, discretion and trusts that may be vested in the Lender.

13.2 Without prejudice to the generality of Clause 14.1, the Borrower hereby expressly agrees with the Lender that neither the Lender nor any Receiver appointed as aforesaid shall, by reason of the Lender or such Receiver acquiring or taking over the right, title, interest of the said Assets or any part thereof, be liable to the Borrower for anything, except actual receipts which have not been distributed or paid to the Borrower or the persons entitled or at the time of payment honestly and reasonably considered by the Lender to be entitled thereto, or be liable for any loss or for any default or omission for which the Lender might be liable.

13.3 The Lender shall not in any way be responsible in respect of the Assets even after acquiring or taking over the right, title, interest of the said Assets for any loss occasioned by theft, pilferage, robbery, fire, riot, and civil commotion or otherwise howsoever, whatsoever may be the circumstances or the reasons under or for which the loss may arise, including any act, omission, negligence, default of any of its servants or nominees or agents.

14. Costs and Expenses

14.1 Legal Fees and Expenses

The Borrower shall pay all legal fees, costs, charges and expenses of the Lender in connection with or incidental to these presents or this security and incurred as well for the protection and security of the said Assets and for the demand, realisation and recovery of the Outstanding Amounts.

14.2 Stamp Duty and Other Fees on Execution, Registration etc.

The Borrower shall pay all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed, and any document, act and registration performed pursuant hereto or thereto in all the territories (as may be applicable).

14.3 Reimbursement Obligations

All reasonable costs, expenses, charges and fees paid or incurred by the Lender in the exercise of any of the rights, remedies or powers granted hereunder including without limitation, payment of any costs, expenses, charges or fees in this Clause 14 which shall be for the account of the Borrower, and the Borrower undertakes promptly on demand to pay the same or, as the case may be, to reimburse the Lender or its agents, representatives, successors and assigns for any such monies paid by the Lender or any of them with interest thereon at the applicable rate from the date the Borrower receives notice thereof from the Lender and/or their agents, representatives, successors, and assigns until reimbursed by the Borrower, and all such costs, expenses, charges and fees shall be added to the Outstanding Amounts and be secured hereby.

15. Attorney

15.1 Appointment

The Borrower hereby irrevocably appoints the Lender, its authorised signatories as well as each Receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Borrower, to execute and do all acts, deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents or by law conferred on the Lender or any Receiver appointed by the Lender and also to execute on behalf of the Borrower at the cost of the Borrower the powers hereunder or by law conferred on the Lender or any Receiver appointed by them and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for protection, preservation, enforcement and realization of the security, and the Borrower shall bear the expenses that may be incurred by the Lender or any Receiver in that behalf. In the Event of Default under the Loan/Credit Facility Agreement, or occurrence of any circumstances in the opinion of the Lender, endangering the security for the payment of the Loan/Credit Facility, the Lender and their officers will be entitled without notice to the Borrower but at the Borrower's risk and expenses and if so required, as attorneys for and in the name of the Borrower or exercise the rights available to the Lender under clause 10.3 (iii).

15.2 Ratification

The Borrower ratifies and confirms, and agrees to ratify and confirm whatever such attorney shall do or purport to do, and all acts or things made, done or executed by any attorney as contemplated by Clause 15.1 above.

15.3 Irrevocability

The power of attorney granted by Clause 15.1 (Appointment) is, as regards the Lender and its delegates and any Receiver (as the Borrower hereby acknowledges), granted irrevocably, coupled with interest and for value as part of the security constituted by this Deed to secure proprietary interests of, and the performance of obligations owed to the Lender.

16. Application of Monies

16.1 All monies received by the Lender or any Receiver appointed hereunder, whether prior to or as a result of the enforcement of the security constituted hereunder, shall be applied by the Lender as provided for in the Loan/Credit Facility Agreement.

16.2 The Borrower shall be liable to the Lender for any deficiency in the monies received by the Lender.

17. Indemnity

- (i) The Borrower hereby unconditionally and irrevocably agrees as a primary obligation that it shall indemnify and hold harmless the Lender and every attorney, manager, receiver, agent or other person appointed by it against any loss suffered by any of them as a result of any payment obligation of itself under this Deed being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to any Party to this Deed).
- (ii) The Borrower shall at all times indemnify and save harmless the Lender against any and all losses, costs, charges, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs), which the Lender and every attorney, manager, receiver, agent or other person appointed by it shall suffer as a result of any breach of the Borrower's warranties, representations, covenants, undertaking or agreement contained herein.

18. Waiver

18.1 No Implied Waiver or Impairment

No delay or omission of the Lender or any Receiver in exercising any right, power or remedy accruing to the Lender or any Receiver upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender or any Receiver in respect of any default or any acquiescence by them in any default, affect or impair any right, power or remedy of the Lender or any Receiver in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.

19. Communications

19.1 Notices and Digital Communication

- A. Every notice, request, demand or other communication under this Deed shall:
 - (a) be in writing, delivered by hand, or by registered post, acknowledgement due or by email or SMS with URL Link of Notice, WhatsApp or such other electronic transmission;
 - (b) be deemed to have been received when:
 - (i) delivered personally, at the time so delivered and if given by registered post/courier, forty-eight (48) hours after it has been put into post/courier.

- (ii) sent by email, SMS with URL Link of Notice, or WhatsApp or any such electronic transmission, at the time such communication is successfully issued to the recipient's last notified electronic contact details, as evidenced by system-generated delivery confirmation, or, in the absence of such confirmation, upon expiry of 24 hours from the time of transmission, provided no delivery failure notification is received by the sender.
- B. The Borrower specifically covenant to inform any change in its address/ communication details within 07 (Seven) days of such change to the Bank. If there is no such change in the address / communication details (i.e. registered phone number, email address, whatsapp number) is received by the Bank then any notice, correspondence, request, demand or other communication shall be deemed to be delivered to the Borrower, if sent to the existing address / communication details in the records of the Bank. The Borrower agrees to abide by any notice, correspondence, request, demand or other communication delivered at their existing address / communication details in the Bank's records.
- C. The Borrower is aware that transmission of this Facility Agreement, addendums to this Facility Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Bank through the Electronic Media for various matters under this Facility Agreement including in relation to the Facility and the operation thereof.
- D. (a) In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding. (b) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower confirms that the Bank shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower. (d) The Bank shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Bank on basis of the Communications through the Electronic Media. (e) The Bank shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Bank's rights under this Facility Agreement or otherwise. (f) The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower in relation to the Communications through Electronic Media. (g) The Borrower is aware and confirms that the Bank is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.

20. Severability

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one of more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of such provision in any other jurisdiction and of the remaining provisions hereof shall not be in any way affected or impaired thereby.

21. Governing Law and Jurisdiction

21.1 This Deed shall be governed by and construed in accordance with the laws in India.

21.2 The Parties hereto agree that all disputes arising out of and/or relating to this Deed including any collateral document shall be subject to the exclusive jurisdiction of a competent court in Jaipur and that accordingly any suit, action or proceedings (referred to as "Proceedings") arising out of or in connection with this Deed may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts the jurisdiction of those courts or tribunals.

21.3 The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Deed, or the breach thereof shall be resolved through arbitration proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Deed. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur.

The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, Bye laws, process and methodology adopted by them and the parties unequivocally agree to follow the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Deed.

In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India and/or other relevant forums will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

22. Termination

This Deed shall be satisfied and discharged when all Outstanding Amounts and liabilities in connection therewith owing to the Lender shall have been fully repaid by the Borrower, and all commitments in connection with the Loan/Credit Facility Agreement have been fully honoured including but not limited to the repayment of the following by the Borrower to the Lender in full, and:

- (i) reasonable costs, charges, fees and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Lender or the Receiver or their advisers in connection with the preparation, execution and delivery of this Deed, in exercising any of its or their rights or powers hereunder, in suing for or seeking to recover any sums due hereunder, otherwise preserving or enforcing its or their rights hereunder, in connection with the preservation or attempted preservation of the Assets, in defending any claims brought against the Lender or the receiver in respect of this Deed and/or in discharging this Deed, have been paid to the Lender; and
- (ii) all remuneration payable to the Receiver, has been received by such Receiver.

23. Amendment

No change to or modification of the terms of this Deed shall be valid, binding or enforceable unless the same is in writing and signed by the Parties hereto.

24. Assignment

The Lender shall be free to assign, securitize, transfer, novate its rights and obligations hereunder or any part thereof, without any reference or recourse to the Borrower. The Borrower shall not transfer its rights and obligations hereunder or any part thereof to any third party.

25. Execution

- (i) This Deed shall become effective and binding on the Borrower from the date of execution as mentioned in Schedule I and shall remain in full force and binding on the Borrower until the entire outstanding amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule I of this Deed and the document is digitally/electronically signed, the date of execution of this Deed shall be the date when the Deed was last signed digitally/electronically by either party. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Deed shall be in force till all the monies due and payable to the Lender under the Agreement as well as all other agreement/ s, document/s that may be subsisting/executed between the Borrower, and the Lender are fully paid.
- (ii) The Borrower hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Deed and related documents in any manner as deemed fit by the Bank including but not limited to using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).
- (iii) The Borrower hereby irrevocably agrees, consents and authorizes the Bank to use the Borrower's/ authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Borrower/authorize signatories. The Borrower hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower /authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower hereby authorizes the Bank to fetch the Borrower's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
- (iv) The Borrower hereby irrevocably agrees, consents and accepts that the Deed and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Bank or such third party vendors shall be entitled to collect all data of the Borrower relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized platform as may be

desired by the Bank. The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Deed fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Deed and related documents.

DECLARATION

The Borrower acknowledges to have read and understood all the foregoing terms of this Deed, and the Schedule to this Deed and is affixing its signature/thumb impression/ common seal on the last page of this Deed evidencing the same. The Borrower further agrees and confirms that the Parties shall not be required to sign at each page of this Deed and the signatures at the last page of this Deed would be sufficient for the purposes of this Deed.

Borrower confirms that whatever has been stated hereinabove in this Deed is true and correct to the best of its knowledge and belief and the Borrower has entered into this Deed voluntarily, with full knowledge of its effect and signing of this Deed at the last page shall be construed as signing of each and every page of this Deed.

Schedule A

1	Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at	Jaipur
2	List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation	(a) Name: CLRMDR Address: D-871 GROUND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 9717012845 Emails ID:- info@clrmdr.com
		(b) Name: Resolve Address: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 011-45131430 Emails ID:- resolve.info@gmail.com
		(c) Name: Easy Solution Address: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 Contact Details: 9212710624 MAIL ID: DJRBCLEGAL18@YAHOO.COM
		(d) Name: SYNERGY ARBITRATION HUB PRIVATE LIMITED Address: C-17, L.G.F, Friends Colony (East), New Delhi-110065 Contact Details: 9999964750 Email ID- admin@synergyarbitration.com
		(e) Name: Nyay 24/7 (Truth Beat Ventures Private Limited) Address: D-126, 2nd Floor, Jan Path, Shyam Nagar, Above Yes Bank, Jaipur, Rajasthan, 302019

		Contact Number: 7738357454 Email id: atul.mathur@nyay247.com
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English
5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	
	Borrower- As per Sanction Letter	Registered email id, Mobile no., WhatsApp no.: As per Bank's records. (Account information)
	Co-Borrower(1) - As per Sanction Letter	
	Co-Borrower(2) - As per Sanction Letter	
	Guarantor(1) - As per Sanction Letter	
	Guarantor(2) - As per Sanction Letter	
Note:- Borrower(s) and other obligors, if any, undertake to inform bank in writing about any change in the registered mobile number, registered whatsapp number and registered e-mail ID. In case of Borrower(s)'s/ obligors 'failure in communicating any change in the registered mobile number, whatsapp number and e-mail ID to the bank in writing such contact numbers and e-mail ID as on record with the Lender shall continue being the co-ordinates of the respective Party and any communication sent to such co-ordinates shall be treated as a valid service, notwithstanding the contrary/ failed delivery status or report thereof. Proceedings held using such co-ordinates shall be valid and conclusion thereof by way of an order / award shall be binding on the Parties thereto.		

Schedule - I

S. No.	Details	Description	
1	Execution Details	Date of execution:	
		Place of execution:	
2	Details of Borrower	Name:	
		Address:	As per Sanction Letter
3	Details of Sanction Letter	Date:	
		Ref:	
4	Amount of Loan/Credit Facility	Overall Limit of Rs. _____ with details as per Sanction Letter	
5	Description of Assets (non LRD)	As specified in Sanction Letter	
	Ranking	As per Sanction Letter	
	Rent Receivables (in case of LRD)	As per Sanction Letter	
6	Property address (LRD case)	As per Sanction Letter	

IN WITNESS WHEREOF the Borrower hereto has executed this Deed on the day and year hereinabove written.

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

For AU Small Finance Bank Limited

Signed and Delivered by its Authorized Signatory/ Constituted Attorney

Name:

Signature:

On behalf of the within named Bank/Lender

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

1. On the date and place as mentioned in the Schedule hereto, the Mortgagors / Mortgagor's authorized representative/ partner/director/ member/ official/ trustee (Depositor) as mentioned in the Schedule hereto attended the office of AU Small Finance Bank Limited (hereinafter referred to as the "**Lender**") at place as mentioned in the Schedule and agreed to deliver and deposit / delivered to and deposited with the Lender's Representative (as mentioned in the Schedule), acting for the Lender, the documents of title, evidences, deeds and writings more particularly described in the Schedule hereunder written (hereinafter called as the said "**Title Deeds**") in respect of immovable property as mentioned in the Schedule and owned by the respective Mortgagor/Depositor, , as mentioned in the Schedule.
2. Whilst making the deposit of the said Title Deeds, the Mortgagors/Depositors, (if applicable) stated that he/she is doing so in the capacity as owner of immovable properties/Mortgagor's authorized representative/attorney/partner/director/karta/member/official/trustee, as the case may be, of Mortgagor with intent to create a security by way of mortgage by deposit of Title Deeds on the Mortgagor's immovable property more particularly described in the Schedule hereunder written together with all building and structures thereon, present and future and all furniture, fixture and fittings etc. (hereinafter called as the "**Mortgaged Property**") to secure due repayment/ discharge and redemption of the Loan/Facility(s) as mentioned in the Schedule availed by Borrower (s) as mentioned in Schedule hereto pursuant to the Facility Agreements, together with interest, Penal Charge(s), Overdue/ Temporary Overdraft Charges, liquidated damages, compound interest, commitment charges, premia on prepayment (if applicable as mentioned under the Facility Agreement/ Loan Agreement or on redemption, costs, charges, expenses and other monies payable under the Facility Agreements executed pursuant to the Sanction Letter dated as mentioned in the Schedule, as amended from time to time.
3. While giving oral consent and making the deposit by title deeds, the Mortgagors/Depositors (if applicable) further stated that he/she was authorised to create mortgage by way of deposit of Title Deeds with an intention to create mortgage as aforesaid in the capacity as owner of the Mortgaged Property/Mortgagor's authorized representative/attorney/partner/ director/karta/ member/official/trustee, as the case may be,, pursuant to the resolution/letter of authority passed by the Mortgagor, if applicable, and he/she furnished a certified copy of the said resolution to Lender's Representative and further stated that the said resolution was in full force and effect and has not been modified or rescinded in any manner whatsoever.
4. The Mortgagor/Depositor (if applicable), further stated that the said Title Deeds so deposited were the only documents of title relating to the their respective Mortgaged Property in the possession, power and control of the respective Mortgagors and that the respective Mortgagors had a clear and marketable title to the said Mortgaged Property; (b) the Mortgagors have good, clear, valid, marketable and subsisting registered freehold title and rights to their respective Mortgaged Property; and (c) no mortgage, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect (collectively "**Encumbrance**"), exists on or in connection with their respective Mortgaged Property or any part thereof in favor of any Governmental Authority or any Person.
5. The Mortgagors/ Depositors (if applicable) further stated that each Mortgagor has full power and absolute authority (corporate or otherwise) to create equitable mortgage over their Mortgaged Property in favour of the Lender. The Mortgagors/ Depositors (if applicable) also stated that the Mortgagors have obtained all requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of their Mortgaged Property in favour of the Lender.
6. The Mortgagors/ Depositors (if applicable) further stated that the Mortgagors have not entered into any contract for transfer, sale, assignment, Encumbrance or alienation of the Mortgaged Property or any part thereof.
7. The Mortgagors/Depositors (if applicable), further stated there is no impediment or hindrance under applicable law or under any contract, suit, proceeding, decree, order, judgment, award or document or instrument preventing the Mortgagors from creating and perfecting the equitable mortgage created on the Mortgaged Property in favour of the Lender.
8. The Mortgagors/Depositors (if applicable), further stated that there is no proceedings pending under tax law or prohibitory order either from the income tax authority or from any revenue authority for mortgage and or transfer of the said Mortgaged Property nor there is any litigation pending in any court in respect of the said Mortgaged Property nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.
9. The Mortgagors/Depositors (if applicable), further stated the description of the lands comprised in the Mortgaged Property, set forth in Schedule, is true, accurate and complete.
10. For the avoidance of doubt, it is clarified that this Memorandum is only a recordal of the deposit of the Title Deeds by the Mortgagors /Depositors (if applicable) for and on behalf of the Mortgagors with the Lender and shall not to be construed as an agreement between such Depositors/Mortgagors and the Lender.

11. All matters contained in this Memorandum are severable and distinct from every other matter and if at any time any matter is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining portions of this Memorandum shall not be in any way affected or impaired thereby.
12. The aforesaid deposit of the title deed was made by the Mortgagor/Depositor (if applicable) in the presence of Lender's Representative.
13. For the purposes of the foregoing, the capitalized terms used in this Memorandum, where not so defined herein, shall have the meaning set out in the Facility Agreement, as amended from time to time.
14. In case, where there are multiple Mortgagors/Depositors (if applicable), then the Expression Mortgagor/Depositor (if applicable), shall include refer to all Mortgagors/Depositors (if applicable) with respect to the properties owned and being mortgaged by them.
15. The date of execution of this Memorandum shall be the date as mentioned in Schedule. In case the date is kept blank under Schedule of this Memorandum and if the document is digitally/electronically signed, the date of execution of this Memorandum shall be the date when the Memorandum was last signed digitally/electronically ("Last Digital Date") by an official of the Lender.

Schedule

1. Details of Borrower(s) & Mortgagor(s)

Particulars	Description
Execution date of Memorandum	
Execution place of Memorandum	
Details of Sanction Letter	Date: Ref No.:
Details of Loan/Facility	Overall Limit of Rs. _____ with details as per Sanction Letter
Borrower's Name	
Borrower's Address	As per Sanction Letter
Details of Co-Borrower(s) (Name & address)	Name of Co-Borrower(s):
	Address of Co-Borrower(s): As per Sanction Letter
Name & Designation of Lender's Representative executing MODTD	
Branch Name	

(i) **Property 1**

List of Title Deeds

Version/ BB Agri/May 2026

(ii) **Property 2**

Particulars	Property 2
Name of the Mortgagor	
Address of the Mortgagor	As per Sanction Letter
Name of Depositor (self or authorised representative)	
Type of Charge	As per Sanction Letter
Description of Mortgaged Property (address)	All the pieces and parcels of Non-Agricultural property being _____ _____ _____with present and future superstructure.
Boundaries	North South East West

List of Title Deeds

Nature of Document	Document type	
	Original	Copy

(iii) **Property 3**

Particulars	Property 3
Name of the Mortgagor	
Address of the Mortgagor	As per Sanction Letter
Name of Depositor (self or authorised representative)	
Type of Charge	As per Sanction Letter
Description of Mortgaged Property (address)	All the pieces and parcels of Non-Agricultural property being with present and future superstructure.
Boundaries	North South East West

List of Title Deeds

[illegible]

(iv) **Property 4**

Particulars	Property 4
Name of the Mortgagor	
Address of the Mortgagor	As per Sanction Letter
Name of Depositor (self or authorised representative)	
Type of Charge	As per Sanction Letter
Description of Mortgaged Property (address)	All the pieces and parcels of Non-Agricultural property being _____ _____ _____with present and future superstructure.
Boundaries	North South East West

List of Title Deeds

Nature of Document	Document type	
	Original	Copy

For AU Small Finance Bank Limited

Signed and Delivered by its Authorized Signatory/ Constituted Attorney

Name:

Signature:

On behalf of the within named Bank/Lender

DECLARATION

I/We, the details of the person as mentioned in the Schedule in my/our capacity as owner of my/ our respective immovable property (in case of individual) or Director/ Attorney/Authorised Signatory /Partner/Karta/Trustee/official (as the case may be) ("**Mortgagor's Representative/Depositor**") of the Mortgagor(s), as per the details as mentioned in the Schedule attached hereto do hereby solemnly declare, confirm and re-confirm and say as follows:

1. Save and except for the Mortgagor(s), no other person or persons have any shares, right, title, or interest of any nature whatsoever in the immovable properties described in the Schedule hereto (hereinafter referred to as the "**Mortgaged Property**") and the Mortgagor's title to the said Mortgaged Property is marketable and free from all encumbrances.
2. I/we have full right and absolute authority to mortgage by deposit of title deeds on behalf of the Mortgagor(s) (in case of non individual Mortgagor), the said Mortgaged Property in favour of AU Small Finance Bank Limited, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur- 302001 (Rajasthan) (hereinafter called as the "**Lender**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successor(s) and assign(s)).
3. The Mortgaged Property is proposed to be charged and mortgaged by way of deposit of title deeds for securing the repayment of the loan as mentioned in the Schedule hereunder written ("**Facility**") along with all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the Facility Agreement executed for the Facility pursuant to the Sanction Letter, as mentioned in Schedule hereto, as amended from time to time, executed between the Lender and the Mortgagor(s) and/or the borrower(s) ("**Borrower**") as mentioned in Schedule hereto.
4. There is no prohibitory order either from the income tax authority or from any revenue authority for mortgage and/ or transfer of the said Mortgaged Property nor there is any litigation pending in any Court in respect of the said Mortgaged Property nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.
5. The equitable mortgage created by us by memorandum of deposit of title deed in favour of the Lender on first and exclusive basis for securing repayment of the Facility by the Borrower herein shall be in full force and effect until all outstanding amounts under the Facility have been satisfied, irrespective of the relevant account being brought to credit, drawn upon to full extent then again brought to credit.
6. The Mortgagor(s) has not created any trust in respect of the Mortgaged Property and the Mortgaged Property is in the exclusive, uninterrupted and undisturbed possession and enjoyment of the Mortgagor(s).
7. No mortgage, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect (collectively an "**Encumbrance**") whatsoever will be created on the Mortgaged Property save and except with the permission of the Lender.
8. Other than as contemplated under the Facility Agreement, the Mortgagor(s) shall not sell, lease, sub-lease, license, sub-let, transfer, assign, create any encumbrance or alienate of the Mortgaged Property or any part thereof save and except with the prior written permission of the Lender.
9. Until all dues under the Facility have been repaid to the Lender, the Mortgagor(s) shall not deal with the Mortgaged Property in any manner which shall affect or diminish the title of the Mortgagor(s) to the Mortgaged Property or in any manner which affects the rights of the Lender on the Mortgaged Property.
10. There are no encroachments or trespassers on the Mortgaged Property or any part thereof.
11. I am/we are not aware of any act, deed, matter or circumstance which would prevent the Mortgagor(s) from mortgaging and charging the Mortgaged Property in favour of the Lender by way of an equitable mortgage.
12. The Mortgagor(s), where it is a company, shall forthwith complete the following actions: (a) filing with the jurisdictional Registrar of Companies, Form CHG-1 of the Companies (Registration of Charges) Rules, 2014, evidencing the creation of equitable mortgage on the Properties; and (b) admission and registration of the memorandum of entry before the relevant Registrar or Sub-Registrar of Assurances in the district or sub-district where the Mortgaged Property are situated; and (c) all such acts and deeds, and execution of all such documents, deeds and instruments, as may be required by the Lender to create and perfect the equitable mortgage over the Mortgaged Property.

13. The provisions of Section 67-A of the Transfer of Property Act, 1882 (the “**TP Act**”), shall not apply to the equitable mortgage created on the Mortgaged Property notwithstanding that the Lender may hold two or more equitable mortgages executed by the Mortgagor(s) or any other Person, in respect of which the Lender has the right to obtain the decrees under Sec. 67 of the TP Act. The Lender shall be entitled to sue and obtain such decree on any of such equitable mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys become due.
14. The Lender, its nominees, agents or representatives shall have full and free rights and liberty in the Mortgaged Property as and by way of easement to pass, re-pass and have unfettered access during normal business hours.
15. All requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of the Mortgaged Property in favour of the Lender have been obtained by the Mortgagor(s).
16. There is no fact or circumstance which adversely affects, or which may adversely affect, the use, or enjoyment of any land or premises owned, occupied or used by the Mortgagor(s), or in the possession of the Mortgagor(s) that is comprised in the Mortgaged Property, or creation of equitable mortgage on the Mortgaged Property.
17. No notice has been served on the Mortgagor(s) by any Governmental Authority which might impair, prevent or otherwise interfere with the right of the Mortgagor(s) in the Mortgaged Property or of the Lender as the mortgagee of the Mortgaged Property.
18. The Mortgagor(s) has paid, and shall pay, all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, corporation tax and all other taxes and revenue payable to Governmental Authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no notices, attachments or warrants have been served on the Mortgagor(s) in relation to the Mortgaged Property.
19. The Mortgagor shall give such declarations, undertakings, indemnities and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender in connection with the creation and perfection of the equitable mortgage on the Mortgaged Property in favour of the Lender.
20. The Mortgagor(s) shall pay all costs, charges and expenses, taxes, stamp duties, duties, registration charges and penalties, if any, as may be required to be paid under applicable law with respect to the creation of equitable mortgage over the Mortgaged Property by way of the delivery and deposit of the title deeds, including without limitation any stamp duty charges, as may be applicable, on this declaration and all other documents that the Mortgagors(s) may be required to execute in connection herewith, or as may be required for defending its rights, title or interest on the Mortgagor(s).
21. The Mortgagor(s) has good right, full power and absolute authority to mortgage by deposit of title deeds and to transfer the said Mortgaged Property by deposit of title deeds and documents and that neither the Mortgagor(s) nor anyone on their behalf has committed any act, deed, matter or thing whereby the said deposit of the said title deeds and/or the said mortgage by deposit of title deeds can be adversely effected.
22. No other person is in custody, possession, occupation of the said Mortgaged Property and that no other person is entitled to claim any right, title or interest of whatsoever nature either by way of tenancy, sub-tenancy, license, sub-license, care-taker or in any other manner or any occupational right or interest in the Mortgaged Property and I / We agree to handover vacant and peaceful possession of the said Mortgaged Property in the event of the Lender exercising rights to the same.
23. The Mortgagor(s) has not entered into any agreement for sale, transfer or alienation thereof or any part or parts of the Mortgaged Property.
24. The documents specified in Schedule hereunder written are the only title deeds or documents relating to the Mortgaged Property or any part thereof and there are no other documents of title in respect of the Mortgaged Property or any part thereof in the possession, power, custody or control of the Mortgagor(s) and/ or any of its representatives or agents.
25. All corporate resolutions under the Companies Act, 2013, in relation to the mortgage of the Mortgaged Property have been passed by the Mortgagor(s) (where Mortgagor is a corporate body), and such resolutions passed are valid, legally binding and in full force and effect and have not been varied or rescinded or shall not be varied or rescinded.

26. The Mortgaged Property are marketable, free and clear of all Encumbrances and do not fall under the Urban Land (Ceiling and Regulation) Act 1976, or if any consent is required, the same has been obtained.
27. On the basis of the aforesaid statement and assurances and request made by me / us, the Lender has agreed to accept the said Mortgaged Property as security by deposit of title deeds and documents inter alia for securing the Facility along with all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the Facility Agreement, as amended from time to time and I / we hereby agree to indemnify and keep indemnified the Lender against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and / or incurred by the Lender, if any of the statement made hereinabove are to be untrue and / or false.
28. I/we hereby agree that all the terms, benefits and rights contained in this declaration shall inure for the benefit of the Lender. I am aware that it is on the faith of this declaration that the Lender has agreed to provide the Facility to the Borrower.
29. I / We hereby state that whatever statements made hereinabove are true to my own knowledge, information and behalf and have been made on my own free will and I / we believe the same to be true.
30. For the purposes of the foregoing, the capitalized terms used in this Declaration, where not so defined herein, shall have the meaning set out in the Facility Agreement, as amended from time to time.
31. In case, where there are multiple Mortgagors/Mortgagor's Representatives then the Expression Mortgagor(s)/ Mortgagor's Representative shall include refer to all Mortgagors/ Mortgagor's Representatives with respect to the properties owned and being mortgaged by them.
32. Notwithstanding the aforesaid, I/we hereby give specific consent to the Lender for disclosing/submitting the 'financial information' as defined in Sec.3(13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the securities created by me/us for securing the Credit/ Financial facilities availed by the Borrower from the Lender, from time to time, to any Information Utility ('IU') as defined in Sec.3(21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned 'IU'.
33. This Declaration shall become effective and binding on the Mortgagor from the date of execution as mentioned in Schedule and shall remain in full force and binding on the Mortgagor until the entire Outstanding Amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule of this Declaration and the document is digitally/electronically signed, the date of execution of this Declaration shall be the date when the Declaration was last signed digitally/electronically by the Mortgagor. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Declaration shall be in force till all the monies due and payable to the Lender under this Declaration as well as all other agreement/s, document/s that may be subsisting/executed between the Mortgagor and the Lender are fully paid.
34. Mortgagor hereby irrevocably agree and consent to electronic and/or digital stamping and/or execution of this Declaration and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).
35. The Mortgagor hereby irrevocably agrees, consent and authorize the Bank to use the Mortgagor's authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Mortgagor /authorize signatories. The Mortgagor hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Mortgagor /authorized signatories, it shall be treated as implied and voluntarily consent of the Mortgagor / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Mortgagor hereby authorizes the Bank to fetch the Mortgagor's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
36. The Mortgagor hereby irrevocably agrees consent and accept that the Declaration and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Bank or such third party vendors shall be entitled to collect all data of the Mortgagor relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

The Mortgagor irrevocably agree and consent that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facility on any e-platform/digitized platform as may be desired by the Bank. The Mortgagor understand and agree that the Mortgagor shall keep its electronic devices used for execution of this Declaration fully updated and protected against any virus, malfunction or cyber related threats. The Mortgagor agree that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Mortgagor's equipment, other software, facilities, third party applications employed by the Mortgagor, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Declaration and related documents.=

All matters contained herein are severable and distinct from every other matter and if at any time any matter is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining portions hereof shall not be in any way affected or impaired thereby.

Schedule

1. Details of Borrower(s) and Mortgagor(s):

Particulars	Description
Declaration Execution Place	
Declaration Date	
Details of Loan/Facility	Overall Limit of Rs. _____ with details as per Sanction Letter
Borrower's Name	
Borrower's Address	As per Sanction Letter
Details of Co-Borrower(s) (Name & address)	Name of Co-Borrower(s):
	Address of Co-Borrower(s): As per Sanction Letter
Branch Name	
Details of Sanction Letter	Date: Ref:

(i) **Property 1**

List of Title Deeds

Version/ BB Agri/May 2026

(ii) Property 2

Particulars	Property 2
Name of the Mortgagor	
Address of the Mortgagor	As per Sanction Letter
Name of Depositor (self or authorised representative)	
Type of Charge	As per Sanction Letter
Description of Mortgaged Property (address)	All the pieces and parcels of Non-Agricultural property being _____ _____ _____with present and future superstructure.
Boundaries	North South East West

List of Title Deeds

Nature of Document	Document type	
	Original	Copy

(iii) Property 3

Particulars	Property 3
Name of the Mortgagor	
Address of the Mortgagor	As per Sanction Letter
Name of Depositor (self or authorised representative)	
Type of Charge	As per Sanction Letter
Description of Mortgaged Property (address)	All the pieces and parcels of Non-Agricultural property being _____ _____ _____ with present and future superstructure.
Boundaries	North South East West

List of Title Deeds

Nature of Document	Document type	
	Original	Copy

(iv) Property 4

Particulars	Property 4
Name of the Mortgagor	
Address of the Mortgagor	As per Sanction Letter
Name of Depositor (self or authorised representative)	
Type of Charge	As per Sanction Letter
Description of Mortgaged Property (address)	All the pieces and parcels of Non-Agricultural property being _____ _____ _____with present and future superstructure.
Boundaries	North South East West

List of Title Deeds

Nature of Document	Document type	
	Original	Copy

For the Mortgagor

Signed and Delivered by the above-mentioned Mortgagor/Authorized Signatory

Name:

Signature:

On behalf of the within named Mortgagor

LETTER OF GUARANTEE

To,

AU SMALL FINANCE BANK LIMITED

19-A, Dhuleshwar Garden,

Ajmer Road, Jaipur

Sub: Letter of Guarantee ("Guarantee")

Dear Sir,

In consideration of **AU SMALL FINANCE BANK LIMITED**, having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001, Rajasthan (hereinafter referred to as the "**Lender/Bank**") which expression shall, unless it be repugnant to the subject meaning or context thereof, be deemed to mean and include its successor(s) and assignee(s)), at our request, allowing/allowed or granting /granted or continuing to allow or grant to the person(s) named as the Borrower in the Schedule below ("**Borrower**") [which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successor(s) and permitted assignee(s)], the credit facility ("**Facility**") specified in Schedule, for the purpose and subject to the terms and conditions specified in the Sanction Letter, details as mentioned in the Schedule, and the Facility Agreement executed pursuant to the Sanction Letter.

The Guarantor named in the Schedule [which expression shall, unless it be repugnant to the subject meaning or context thereof, be deemed to mean and include their heir(s), administrator(s), executor(s), legal representative(s), successor(s) and permitted assignee(s)] agree with the Lender, that Guarantor and Lender shall hereinafter be collectively referred to as ("**Parties**"), and declare and guarantee as follows:

1. The Guarantor(s), jointly and severally, hereby irrevocably guarantee that the Borrower shall pay to the Lender, as and when due, the amount of the Facility along with Interest, cost, charges, as applicable to the Facility and as provided in the Sanction Letter and Facility Agreement (collectively referred to as "Transaction Documents") executed with the Lender, together with Penal Charges and Overdue/ Temporary Overdraft Charges in the event of delayed payment plus interest tax with monthly rests in respect of the Facility sanctioned to the Borrower by the Lender and all Outstanding Amounts payable under the Transaction Documents. Capitalised terms used herein but not defined shall have the same meaning assigned to it as under the Transaction Documents executed with the Lender, for the Facility.
2. The Guarantor(s), jointly and severally, guarantee to pay without any dispute and demure to the Lender, on demand, at any branch of the Lender the defaulted amount on the Due Date of Outstanding Amounts, Interest, Penal Charges and Overdue/ Temporary Overdraft Charges, cost and charges incurred in recovery of the Facility and enforcement of the security and/or agree to indemnify and keep the Lender indemnified, saved, defended and harmless against and in respect of any delay and Default of the Borrower in payment of all Outstanding Amounts under the aforesaid Transaction Documents on the respective Due Date and/or of Interest, Penal Charges and Overdue/ Temporary Overdraft Charges as more particularly mentioned in the Transaction Documents and/or all costs, charges, damages, losses, claims and expenses that may at any time become due to the Lender from the Borrower and/or which the Lender may suffer, sustain, incur or be put to loss as a result of such delay and Default(s) of the Borrower in respect of the Facility, irrespective of any dispute or differences with the Borrower. Guarantor(s) shall not be absolved from its liabilities due to any variation made in the terms of the Transaction Documents or by renewal/extension of the Facility with mutual consent of the Lender and the Borrower.
3. That disbursement of the Facility amount into the loan account of the Borrower would be implied consent of the Guarantor(s) towards the availing of the Facility by the Borrower and to be abide by all terms and conditions of Guarantee herein and in the Transaction Documents and the same shall be valid and binding upon Guarantor(s) and no dispute shall be raised by the Guarantor(s) as regards the Transaction Documents and this Guarantee executed in favour of the Lender. A demand in writing from the Lender shall be a conclusive evidence and proof that the Borrower has committed a Default and the Guarantors shall not be entitled to challenge the demand or to contend that no Default has been committed by the Borrower.
4. The Guarantor(s) will be jointly and severally liable to the Lender along with the Borrower and hereby also waive all the rights available to it under section 128, 131, 133, 134, 135, 139, 140 and 141 of the Indian Contract Act, 1872 and shall not be entitled to the benefit of subrogation to the security/ies held by the Lender until all monies due to the Lender secured by such securities are fully repaid and also if the same securities are held by the Lender for any other indebtedness of the Borrower.
5. This Guarantee shall not be avoided, released or affected by variation, modification or deletion of any of the terms and conditions regarding or pertaining to the Facility as aforesaid and granted by the Lender to the Borrower under the Transaction Documents,
6. This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation of the Borrower or Guarantor.

7. So long as any amount/s remains owing to the Lender under this Guarantee, the Lender shall have a lien on any/all monies of the Guarantor standing to the credit with the Lender and/or on any securities in the hands of the Lender belonging to the Guarantor or under Guarantors' control. For the said purpose and in the interest of the Lender the Guarantor shall execute Annexure attached hereto and/ or any other document as the Lender in this regard may deem necessary.

7A. The Guarantor covenants that, without the prior written consent of the Lender, he/she shall not create, permit, or agree to create or permit, any mortgage, pledge, charge, lien (statutory or contractual), non-disposal undertaking, voting arrangement, attachment, assignment, scheme of arrangement, transfer, encumbrance, or other restriction of any nature whatsoever upon all or any part of (as applicable):

- (i) his/her/it's shareholding in the Borrower (if a company);
- (ii) his/her/ it's beneficial interest in the Borrower (if an LLP); or
- (iii) his/her/ it's share in the profits or surplus of the Borrower (if a partnership).

Any breach or attempted breach of this covenant shall constitute an Event of Default under the Financing/ Transaction Documents, entitling the Lender to exercise all rights and remedies available thereunder or under this Guarantee.

8. If the Guarantor is a company or partnership, then the Guarantor shall not induct/appoint/include any person as a director on its board of directors/partners in the firm, whose name appears in the list of wilful defaulters (as published/ prepared by any regulator/statutory body viz. Reserve Bank of India/National Housing Board) and in case any director/partner of the Guarantor (s) is declared as a wilful defaulter, the Guarantor (s) shall forthwith take expeditious and effective steps for removal of such director from its board of directors and forthwith inform about the same to the Lender. Guarantor shall not induct a person in the capacity of key managerial person/ director / promoter who is a director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Guarantor, as the case may be, identified as willful defaulter. In the event of such a person is found to be a key managerial person/ director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Guarantor, as the case may be, identified as willful defaulter, the Guarantor shall take expeditious and effective steps for removal of such person.

9. This Guarantee and the obligations hereunder shall not be affected and /or discharged due to any circumstances whatsoever, including insolvency or bankruptcy and those by which the name or the constitution or the character of the Borrower is/be changed or if the management or administration of the Borrower or its undertaking/s is/are/be taken over or nationalised by the Central and/or the State Government/s or any other Act or law or by any local authority or statutory body or bodies empowered to do so under any law. This Guarantee shall not be determined or be prejudiced in any way if the Borrower absorbs or is amalgamated with any other company, or concern or if the Lender is amalgamated with or absorbed by any other company or concern but shall be available for and by the absorbing or amalgamated company or concern (as the case may be). The Guarantors, jointly and severally, hereby confirm that they know and are aware of the terms and conditions of the Facility and have obtained all the necessary corporate authorization required for executing this Guarantee.

10. Until all the Guarantors' obligations under this Guarantee have been discharged in full and unless the Lender otherwise directs, the Guarantor(s) shall not by reason of performance of any of their obligations under this Letter of Guarantee:

- a) exercise any rights of subrogation, contribution, indemnity, set-off or counterclaim or any similar rights against the Borrower or any other person, or
- b) prove in competition to the Lender in the bankruptcy or winding-up of the Borrower; or
- c) claim, rank, prove or vote as a creditor of the Borrower or its/ their estate in competition with the Lender.

11. The Guarantor(s), hereby waive any right which the Guarantor may have of first requiring the Lender (or any trustee, agent, receiver or other person acting on the Lender's behalf), and the Lender shall not be required at any time, to: (a) give any notice to, make a demand upto, or take any action against the Borrower; (b) proceed against, obtain a judgment, file a proof in a winding-up or dissolution of the Borrower, enforce any other rights or against or make a demand or claim payment from any person, before making a claim or initiating any legal action against me/us under this Guarantee.

12. The Guarantor(s), jointly and severally, represents and warrants that on the date of this Guarantee:

- (i) they are duly constituted/registered under applicable laws and have the power to own assets, conduct their business as presently conducted, enter into and deliver, and to perform their obligation under this Guarantee;
- (ii) this Guarantee has been duly authorized, executed and delivered by them and constitutes a valid and legally binding obligations on them which shall be enforceable in accordance with the terms herein;
- (iii) neither the execution and delivery of this Guarantee nor the performance by the Guarantor(s) of their obligations under this Guarantee conflicts or will conflict with or result in any breach of any of the terms, conditions or provisions of, or violate or constitute a Default or require any consent under the Transaction Documents, any agreement or other instrument or arrangement to which they are a party or by which they are bound or violate any of the terms or provisions of [our constitutional documents] or any Authorization, judgment, decree or order or any statute, rule or regulation applicable to the Guarantors;
- (iv) all authorizations required for the execution and delivery of this Guarantee by them and the performance by the Guarantors of their obligations hereunder, have been duly obtained or granted and are in full force and effect;
- (v) neither the Guarantors nor their property enjoys any right of immunity from set off, suit or execution with respect to the assets or their obligations under this Guarantee;

- (vi) all information relating to the Guarantor(s) provided to the Lender are and continues to be true and accurate and does not contain any information which is misleading in any material respect nor does it omit any information the omission of which makes the information contained in it misleading in any material respect;
- (vii) The Guarantors have not suffered any change that has a material adverse effect or incurred any substantial loss or liability;
- (viii) The Guarantors consolidated and unconsolidated financial statements/networth certificate for the current period:
 - a) have been prepared in accordance with the Indian Accounting Standards, and give a true and fair view of their financial condition, as of the date as of which they were prepared and the results of the operations of their business, during the period then ended;
 - b) disclose all of their liabilities (contingent or otherwise), and the reserves, if any, for such liabilities and all unrealized or anticipated liabilities and losses arising from commitments entered into by them (whether or not such commitments have been disclosed in such financial statements);
- (ix) all of their tax returns and reports, required by law to be filed have been duly filed and all taxes, obligations, fees and other governmental charges upon them, or their properties, income or assets, which are due and payable or to be withheld, have been paid or withheld;
- (x) The Guarantors are not engaged in nor threatened by, any litigation, arbitration or administrative proceedings, the outcome of which, if adversely determined, could reasonably be expected to have a material adverse effect on the Facility sanctioned/ to be sanctioned by the Lender to the Borrower;
- (xi) to the best of the Guarantors' knowledge and belief, after due inquiry, Guarantors are not in violation of any statute or regulation of any Authority in connection with the conduct of their business or ownership of their property; and no judgment or order has been issued which has or may reasonably be expected to have a material adverse effect on the Facility sanctioned/ to be sanctioned by the Lender to the Borrower;
- (xii) to the best of Guarantors' knowledge and belief, after due inquiry, there are no material social or environmental risks or issues in respect of the operations carried out by the Borrower/ Guarantors;
- (xiii) The Guarantors have not received nor they are aware of (i) any existing or threatened complaint, order, directive, claim, citation or notice from any Authority or (ii) any material written communication from any person, in either case, concerning Borrower's operations' failure to comply with any matter which has, or could reasonably be expected to have, a material adverse effect or any material impact on the of Borrower's operations;
- (xiv) The Guarantors have not been listed on the RBI's exporter's caution list or included in any list of defaulters/ wilful defaulters (howsoever described) maintained or circulated by the RBI, the TransUnion CIBIL Limited or any other credit information company approved by the RBI or with any Information Utility (as defined under Insolvency and Bankruptcy Code, 2016, as amended from time to time). Further, The Guarantors are not under investigation by any investigation, enforcement or regulatory agency or body;
- (xv) No default is subsisting under any loan (including default in repayment of loan instalments or payment of interest thereon as per the terms of such loan) availed by the Guarantor(s) from any other lender or financial institution;
- (xvi) Where the Guarantor is a company, this guarantee is not in contravention of the provisions of Section 185 and Section 186 of the (Indian) Companies Act, 2013.

13. Any admission or acknowledgement in writing signed by the Borrower of its liability or indebtedness or otherwise in relation to the Facility and/or any part payment by it or its authorized agent towards the principal sum/Outstanding Amounts or any judgment, award or order obtained against the Borrower shall be binding upon Guarantor(s) and Guarantor(s) further agree that if the Borrower makes an acknowledgement or makes a payment, the Borrower shall be deemed to act as Guarantor's duly authorized agent and the Borrower shall be deemed to have made and/or given by on Guarantor's behalf itself and shall be binding upon the Guarantor(s) for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

14. The liability hereunder to the Lender is joint and several, and co-extensive with that of the Borrower, and every agreement and undertaking on Guarantors' part shall be construed accordingly.

15. The liability of the Guarantor shall not be affected or reduced nor shall this Guarantee be discharged by reason of:

- a) the Lender varying the amounts of the Facility as may be agreed upon from time to time between the Lender and the Borrower subject to the aggregate thereof not exceeding the Facility and/or to postpone for any time or from time to time enforce or forbear to enforce any remedies of securities available to the Lender at its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower or of any other forbearance act or omission on the part of the Lender or any other indulgence by the Lender to the Borrower or by any other matters or things whatsoever;
- b) any absorption of or by the Lender or by any amalgamation thereof or therewith but shall inure and be available for and by the absorbing or amalgamated entity or concern;
- c) any variation made in the terms and conditions of the Transaction Documents and/or any of the security documents including reallocation / interchange of the individual limits within the Facility, variation in the rate of interest, extension of the date for payment of the instalments, if any, composition made between Lender and the Borrower to give time to or not to sue the Borrower, or Lender parting with any of the securities given by the Borrower, provided that in the event of any such variation or composition or agreement the liability of the Guarantor(s) shall, notwithstanding anything herein contained, be deemed to have accrued and the Guarantor(s) shall be deemed to have become liable hereunder on the date or dates on which the Borrower shall become liable to pay the amount/amounts due under the Transaction Documents and/or any of the said security documents as a result of such variation or composition or arrangement;
- d) any contract made between the Lender and the Borrower by which the Borrower be released;

- e) the Lender making a composition with, or promising to give time to or not to sue the Borrowers without the previous assent of the Guarantor;
- f) the Lender losing and/or parting with any of the securities given by the Borrower;
- g) any change in the name, organization, ownership, or corporate status of the Borrower and/or the Guarantor or acquisition of or nationalization or expropriation of the Borrower and/or the Guarantor;
- h) any dispute between Lender and the Borrower;
- i) the Borrower or his agents, directors or officers exceeding their powers or the arrangements with Lender being ultra vires;
- j) death of the Guarantor;
- k) Incapacitation of the Borrower and/or the Guarantors on account of any Force Majeure, or
- l) Any proceeding initiated against the Guarantor with respect to his conjugal relationship or dissolution of his family; or
- m) In the event of change in the Guarantor's social, physical and mental recognition of his status; or
- n) Any change of name of the Guarantors' subsequent to execution of this Guarantee;
- o) any other act or omission which would not have discharged or affected the liability of the Guarantor(s) had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate the Guarantor; and/or
- p) any other act, or omission which, to the extent the Guarantor has not fully discharged its obligations under and in accordance with this Guarantee, might otherwise constitute a legal or equitable discharge of the Guarantor's obligations under this Guarantee.

16. The Guarantor hereby agrees that, without their consent, the Lender shall be at liberty to vary, alter or modify the terms and conditions of the Facility and/or Transaction Documents and in particular to defer, postpone or revise the repayment of the Facility and/or payment of Interest, Penal Charges and Overdue/ Temporary Overdraft Charges and other monies payable by the Borrower to the Lender on such terms and conditions as may be considered necessary by the Lender including any increase in the rate of Interest. The Lender shall also be at liberty to absolutely dispense with or release all or any of the Security (ies) furnished or required to be furnished by the Borrower to the Lender.

17. The Guarantor hereby, jointly and severally, agrees and acknowledges that the Lender shall be at liberty, at its sole discretion, to deny any renewal/enhancement of or provide fresh credit facilities to the Borrower so long as:

- a) the name of Guarantor or its director or partner appears in the list of wilful defaulters and continues on its board or with the firm; and/or
- b) the name of the Borrower, or its director or partner appears in the list of wilful defaulters and continues on its board or with the firm.

18. All payments to be made by, the Guarantor, shall be made without any deduction or withholding for or on account of tax (a "Tax Deduction"), unless such Tax Deduction is required by law, including tax deducted at source. If a Tax Deduction is required by law to be made, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required. The Lender reserves the right to ask for any such documentation or proof as may be deemed necessary by the Lender from the Guarantor to evidence payment of taxes by the Guarantor. Notwithstanding anything mentioned above, in the event the Lender makes payment towards any Tax Deduction or any other tax liability attributable to the Guarantor, the Guarantor shall forthwith without any demur or protest reimburse all such amounts to the Lender.

19. As the Facility may have been further secured in any manner whatsoever including but not limited to by hypothecation and/or pledge and/or mortgage under separate security documents executed with the Lender, the Guarantor(s) agrees that no failure in requiring or obtaining such Security or in the observance or performance of any of the stipulations or terms of the said security documents and no act, omission, delay or default of the Lender in requiring or enforcing the observance or performance of any of the said stipulations or terms of the security documents shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantor(s) under this Guarantee. The Guarantee herein contained shall be enforceable against the Guarantor notwithstanding the securities aforesaid or any of them or any other collateral securities that the Lender may have obtained or may obtain from the Borrower or any other person shall at the time when proceedings are taken against the Guarantor hereunder be outstanding and/or not enforced and/or remain unrealised.

20. The Guarantor(s) further agrees and undertakes to bear stamp duty (including deficit stamp duty) and all other fees, penalties, costs, out of pocket expenses etc. for the execution of this Guarantee and also to deliver to the Lender certified copies of the receipts evidencing payment of stamp duty (including deficit stamp duty) and other charges in connection with the stamping of this Guarantee.

21. The Guarantor(s) further agree and confirm that breach of the terms contained under this Guarantee or any misrepresentation or providing false or incorrect information to the Lender herein and /or occurrence of an Event of Default under the Transaction Documents executed by the Borrower with the Lender shall be construed as an Event of Default under this Guarantee and the consequences stipulated by the Lender for an Event of Default under the Transaction Documents shall follow.

ASSIGNMENT

The Guarantor(s) shall not assign, securitize, novate or transfer any of its/his/her rights and/or obligations under this Guarantee. No delay in exercising or omission to exercise any right, power or remedy accruing/available to the Lender upon any Default or otherwise hereunder or the Transaction Documents or any other security documents/letters of guarantee shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Lender shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Lender.

However the Lender shall be entitled to, without issuing any notice or obtaining any consent from the Guarantor, securitise, sell, assign, novate, discount or transfer this Guarantee with or without any other security in favour of the Lender (including all guarantee/s, if any) to any person of the Lender's choice in whole or in part and in such manner and on such terms and conditions as the Lender shall decide. Any such sale, assignment, securitization, novation or transfer shall conclusively bind the Guarantor(s) and all other related persons.

DISCLOSURE OF INFORMATION

(i) The Guarantor(s), jointly and severally, hereby agree and consent, as a precondition relating to the grant of the Facility to the Borrower by the Lender, that in case they commit any Default in the payment of any of the Outstanding Amounts to the Lender, the Lender and/or Reserve Bank of India ("RBI") shall have unqualified right to classify me/us as wilful defaulters and to disclose and furnish to Credit Information Bureau (India) Limited ("CIBIL") and other agency so authorised by RBI, their name as defaulters in such manner and through such medium as the Lender or RBI in their absolute discretion may think fit. Notwithstanding the above, Guarantor(s) understand that as a precondition relating to grant of the Facility to the Borrower, the Lender requires Guarantors' consent for the disclosure by the Lender of information and data relating to their obligations assured/ to be assured by them in relation thereto and default, if any, committed by them in discharge thereof. Accordingly, the Guarantor(s), jointly and severally, hereby agree and give consent:

(a) for the disclosure by the Lender of all or any such information and data relating to the Guarantor(s).

(b) The information or data relating to our obligations under any facility/loan granted / to be granted by the Lender and guaranteed by us;

(c) for the disclosure by the Lender of all/any Default, committed by Guarantor in discharge of our obligations under this Guarantee as the Lender may deem appropriate and necessary to disclose and furnish to CIBIL and any other agency authorized in this behalf by RBI.

(d) to publish our name as defaulters with or without the photograph in any local/regional/national newspaper/magazine etc. and/or through electronic medium which includes publication on the website etc. and/or in such other manner and through such other medium as the Lender / RBI may in their absolute discretion think fit.

(ii) The Guarantor(s), jointly and severally, hereby declare that the information and data furnished by them to the Lender are true and correct.

(iii) The Guarantor(s), jointly and severally, hereby declare that CIBIL and any other agency so authorized in this regard may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and may furnish for consideration, the processed information and data or products thereof prepared by them, to the Lender or banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this regard.

(iv) The Lender may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Lender in relation to this Guarantee such information about us as the Lender may deem appropriate.

(v) The Guarantor(s) jointly and severally confirm that the Lender may for the purposes of credit reference checks, verification, etc. disclose any information/documents relating to them (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Guarantor(s), jointly and severally, further authorize the Lender to disclose said information /documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi judicial authorities.

(vi) The Guarantor(s) hereby gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the guarantees given, securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'.

DISPUTE RESOLUTION

This Guarantee and all documents executed under/in relation to this Guarantee shall be governed by and construed in accordance with the laws of India.

The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Guarantee, or the breach thereof shall be resolved through arbitration proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Guarantee. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur. The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, Bye laws process and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Guarantee. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, Rajasthan and/or other relevant forums will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

Notwithstanding anything to the contrary contained herein, the Bank shall be entitled to proceed against the Guarantor(s) in courts and tribunals at such other locations as it may deem fit and the Guarantor(s) irrevocably waives any objection it may have now or in future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum including, without limitation, on account of any separate proceeding being pending against the Guarantor(s) in this or any other forum.

NOTICE AND DIGITAL COMMUNICATION

A. Every notice, request, demand or other communication under this Guarantee shall:

- (a) be in writing, delivered by hand, or by registered post, acknowledgement due or by email or SMS with URL Link of Notice, WhatsApp or such other electronic transmission;
- (b) be deemed to have been received when:
 - (i) delivered personally, at the time so delivered and if given by registered post/courier, forty-eight (48) hours after it has been put into post/courier.
 - (ii) sent by email, SMS with URL Link of Notice, or WhatsApp or any such electronic transmission, at the time such communication is successfully issued to the recipient's last notified electronic contact details, as evidenced by system-generated delivery confirmation, or, in the absence of such confirmation, upon expiry of 24 hours from the time of transmission, provided no delivery failure notification is received by the sender.

B. The Guarantor specifically covenant to inform any change in its address/ communication details within 07 (Seven) days of such change to the Bank. If there is no such change in the address / communication details (i.e. registered phone number, email address, whatsapp number) is received by the Bank then any notice, correspondence, request, demand or other communication shall be deemed to be delivered to the Guarantor, if sent to the existing address / communication details in the records of the Bank. The Guarantor agrees to abide by any notice, correspondence, request, demand or other communication delivered at their existing address / communication details in the Bank's records.

C. The Guarantor is aware that transmission of this Letter of Guarantee, addendums to this Letter of Guarantee, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Guarantor is desirous of receiving Communications from and providing Communications to the Bank through the Electronic Media for various matters under this Letter of Guarantee including in relation to the Facility and the operation thereof.

D. (a) In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding. (b) The Guarantor has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Guarantor and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard. (c) The Guarantor confirms that the Bank shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Guarantor. (d) The Bank shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Bank on basis of the

Communications through the Electronic Media. (e) The Bank shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Bank's rights under this Facility Agreement or otherwise. (f) The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Guarantor in relation to the Communications through Electronic Media. (g) The Guarantor is aware and confirms that the Bank is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.

EXECUTION

- (i) This Letter of Guarantee shall become effective and binding on the Guarantor from the date of execution as mentioned in Schedule I and shall remain in full force and binding on the Guarantor until the entire outstanding amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule I of this Letter of Guarantee and the document is digitally/electronically signed, the date of execution of this Letter of Guarantee shall be the date when the Letter of Guarantee was last signed digitally/electronically by either party. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Letter of Guarantee shall be in force till all the monies due and payable to the Lender under the Agreement as well as all other agreement/s, document/s that may be subsisting/executed between the Guarantor, and the Lender are fully paid.
- (ii) The Guarantor hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Letter of Guarantee and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).
- (iii) The Guarantor hereby irrevocably agrees, consents and authorizes the Bank to use the Guarantor's/ authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Guarantor /authorize signatories. The Guarantor hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Guarantor /authorized signatories, it shall be treated as implied and voluntarily consent of the Guarantor / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Guarantor hereby authorizes the Bank to fetch the Guarantor's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
- (iv) The Guarantor hereby irrevocably agrees, consents and accepts that the Letter of Guarantee and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Bank or such third party vendors shall be entitled to collect all data of the Guarantor relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.
- (v) The Guarantor irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized platform as may be desired by the Bank. The Guarantor understands and agrees that the Guarantor shall keep its electronic devices used for execution of this Letter of Guarantee fully updated and protected against any virus, malfunction or cyber related threats. The Guarantor agrees that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Guarantor's equipment, other software, facilities, third party applications employed by the Guarantor, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Letter of Guarantee and related documents.

Any amendment or waiver of, or any consent given under, any provision of this Guarantee shall be in writing and, in the case of an amendment, signed by the parties.

This Letter of Guarantee is made on the date and at a place mentioned in the Schedule.

SCHEDULE

S. No.	Details	Particulars	Description
1.	Details of Execution of Letter of Guarantee	Date	
		Place	
2.	Details of the Guarantor	Name	

		Address	As per Sanction Letter
3.	Details of Facility	Type of Facility Facility Amount	As per Sanction Letter
4.	Details of the Borrower	Name	
		Address	As per Sanction Letter
5.	Details of the Co- Borrower	Name	
		Address	As per Sanction Letter
6.	Details of Sanction Letter	Sanction Letter Ref No.: _____ Date: _____	

Schedule A

1	Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at	Jaipur
2	List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation	(a) Name: CLRMDR Address: D-871 GROUND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 9717012845 Emails ID:- info@clrmdr.com
		(b) Name: Resolve Address: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 011-45131430 Emails ID:- resolve.info@gmail.com
		(c) Name: Easy Solution Address: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 Contact Details: 9212710624 MAIL ID: DJRBCLEGAL18@YAHOO.COM
		(d) Name: SYNERGY ARBITRATION HUB PRIVATE LIMITED Address: C-17, L.G.F, Friends Colony (East), New Delhi-110065 Contact Details: 9999964750 Email ID- admin@synergyarbitration.com
		(e) Name: Nyay 24/7 (Truth Beat Ventures Private Limited) Address: D-126, 2nd Floor, Jan Path, Shyam Nagar, Above Yes Bank, Jaipur, Rajasthan, 302019 Contact Number: 7738357454 Email id: atul.mathur@nyay247.com
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online

		disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English
5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	
	Borrower- As per Sanction Letter	Registered email id, Mobile no., WhatsApp no.: As per Bank's records. (Account information)
	Co-Borrower(1) - As per Sanction Letter	
	Co-Borrower(2) - As per Sanction Letter	
	Guarantor(1) - As per Sanction Letter	
	Guarantor(2) - As per Sanction Letter	
Note:- Borrower(s) and other obligors, if any, undertake to inform bank in writing about any change in the registered mobile number, registered whatsapp number and registered e-mail ID. In case of Borrower(s)'s/ obligors 'failure in communicating any change in the registered mobile number, whatsapp number and e-mail ID to the bank in writing such contact numbers and e-mail ID as on record with the Lender shall continue being the co-ordinates of the respective Party and any communication sent to such co-ordinates shall be treated as a valid service, notwithstanding the contrary/ failed delivery status or report thereof. Proceedings held using such co-ordinates shall be valid and conclusion thereof by way of an order / award shall be binding on the Parties thereto.		

ANNEXURE

LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,
19-A, Dhuleshwar Garden,
Ajmer Road, Jaipur
("Lender/ Bank"),

LETTER OF GENERAL LIEN, SET-OFF IN RESPECT OF DEPOSITS/CREDIT BALANCES/MARGIN PAYMENTS/ MONIES created in favour of the Lender and CROSS COLLATERIZATION/CROSS LINKING of PROPERTIES, SECURITIES, ASSETS, RECEIVABLES AND SECURITY INTERESTS ("SECURITY") in consideration of the Lender granting or continuing to make available loan/ facility of Rs. _____ (Rupees _____) ("Facility") to the Undersigned, pursuant to the terms of sanction letter ref _____ dated _____.

The Undersigned hereby acknowledges, agrees and undertakes that: -

1. The Bank may, at any time, combine or consolidate all or any of the existing accounts of the Undersigned (of whatsoever nature) and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the Undersigned towards the Bank on any other account or in any other respect, whether as principal, or surety or otherwise, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint.
2. The Undersigned:- (a) shall neither withdraw nor shall be entitled to withdraw any such sums (so that the Bank shall have no obligation to release or repay any such sums to the Undersigned) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to retain such sums and/or apply all or any part of such sums in or towards such payment, discharge or satisfaction; (b) shall not mortgage, charge, pledge, hypothecate or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the Security (except for encumbrance already created in favour of the Bank) and/or whole or any part of such sums.
3. The Bank is authorised, in its absolute discretion, at any time and from time to time to notify any other creditors of the Undersigned of the terms and undertakings set out herein;
4. Notwithstanding anything contrary contained in the Agreement and/or any other document executed in furtherance of the Loan/Facility extended under the Agreement or any other document executed in furtherance of the facility already extended or to be extended by the Lender (which term shall include and the subsidiaries, affiliates/associate entities of the Lender") at a future date ("Transaction Document").
 - A. the Security created by the Undersigned or any other obligor towards the Facility(s) availed under the present Transaction Documents shall also be a continuing security for:
 - (i) all other monies that may be due from and payable by the Undersigned on account of the facilities already availed or to be availed from the Lender.
 - (ii) facility granted / continued to the group companies/associate/affiliates of the Undersigned, as declared from time to time.
 - G. that any security created by the Undersigned and/or the, under any other Transaction Documents executed or to be executed in favor of Lender and against which the Lender has already extended or shall extend facility, shall be a continuing security for the Facility extended under the present Transaction Documents and the security already extended or to be extended, shall not be discharged till the time all facilities already availed or to be availed from the Lender are re-paid in full and discharged to the satisfaction of the Lender.
 - H. that the Lender shall have lien and right of set off over all such security created in favor of the Lender under any Transaction Document executed at present, in past or in future, and against all monies, deposits, assets and other properties of the Undersigned, which are deposited with/under the control of the Lender (or any of its group companies) by giving 07 days' prior notice to the Undersigned.
 - I. that the Lender shall be within its rights to withhold the No Objection Certificates and/or withhold issuance No Dues Certificates and/or withhold the security created, in its sole discretion, for any loan/facility/credit facility pending closure of all other loan/facility/credit facility availed by the Undersigned before or after availing the Loan/Facility/Credit Facility under the present Transaction Documents.

- J. The Security created under the Agreement and the liability of the Undersigned shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any change in name, merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of any of the Undersigned.
- K. that in the event of any default being committed by the Undersigned under any other agreement with the Lender, under which the Undersigned is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under the present Transaction Documents and the Lender, shall be absolutely entitled to exercise all or any of its rights under the Agreement including right to set off in respect of any amount standing to the credit of the Undersigned in any/all of the loan/ facility(ies) availed/to be availed from the Bank.
5. Nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to the Bank, whether by law or otherwise, and this letter of general lien, set-off and cross collateralization is in addition and without prejudice to any lien, guarantee, mortgage, hypothecation or security now or hereafter held by the Bank;
6. This letter of general lien, set-off and cross collateralization is governed by and shall be construed in accordance with the laws of India and the Undersigned hereby irrevocably submits to the jurisdiction of the Courts at Jaipur. The Undersigned further undertakes, on the Bank's request, to nominate an agent with an address in India to accept service of any legal process in India on behalf of the Undersigned and such agent shall acknowledge in writing to the Bank its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the Undersigned.
7. The Undersigned hereby expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of the Lender in respect of any other obligations of the Undersigned to the Lender or prejudice or effect any general or particular lien to which the Lender is by Law or otherwise entitled to, or operate to prejudice the Lender's rights or remedies in respect of any present or future security, guarantee or obligation given to the Lender by any other person for any indebtedness or liability of the Undersigned.

For Lien Set Off

For the Guarantor

Signed and Delivered by the above-mentioned Guarantor/Authorized Signatory

Name:

Signature:

On behalf of the within named Guarantor

Date:

Place:

For Letter of Guarantee

For the Guarantor

Signed and Delivered by the above-mentioned Guarantor/Authorized Signatory

Name:

Signature:

On behalf of the within named Guarantor

For AU Small Finance Bank Limited

Acknowledged, Signed and Delivered by its Authorized Signatory/ Constituted Attorney

Name:

Signature:

On behalf of the within named Bank

Acknowledgement Letter

Please find below the details of cheques submitted to AU Small Finance Bank Limited ("the Lender/Bank") in consideration of the loan/facility of Rs. _____ ("Facility") granted to the _____ ("Borrower").

Type of Cheque	Cheque No	Bank Name
Security PDC (SPDC)		
Security PDC (SPDC)		

The Bank confirms that the physical cheques were cross tallied with the above schedule and found correct. We request you to carefully read the information/terms of our acceptance stated herein below and as a token of your consent, kindly sign the duplicate copy of this letter and return the same to us.

For AU Small Finance Bank Limited

Signed and Delivered by its Authorized Signatory/ Constituted Attorney

Name:

Signature:

On behalf of the within named Bank

I/We hereby confirm that I/we have handed over _____ no. of cheques ("SPDCs") with details as mentioned above towards the repayment of EMI/as a security for the Facility availed from the Lender or towards payment of insurance premium as specified above and that all cheques were drawn in favor of "AU Small Finance Bank Limited" and also recorded my/our name on the reverse side of all the cheques. I/We hereby unconditionally and irrevocably authorize and confirm the authority of the Lender as per the provisions of Negotiable Instruments Act ("the act") to fill in the date and the amount on the said cheques and to complete the cheque in all respect and to present the same for the payment. I/We shall ensure that the said cheques are honored on presentation for payment. I/We agree and acknowledge that I/We have issued the SPDCs voluntarily in discharge of legal debt owed to the Lender by the Borrower. I /We agree, acknowledge and confirm that the SPDCs are intended to be used by Lender to recover the legal debts due from the Borrower to the Lender under various disbursements made by the Lender and hereby unconditionally and irrevocably authorizes the Lender to use the SPDCs for repayment of the Facility. I/We hereby confirm that I am/We are aware of the fact that any dishonor of any SPDCs so issued by me/us and presented by the Lender for payment would constitute an offence under provisions of The Negotiable Instrument Act, 1881 and the Lender may take such action against me/us as may be advised. Prior to the SPDCs issued by me being exhausted, I/we shall issue fresh SPDCs to the Lender, and such instruments would be governed by the provisions of this letter. I/We shall not take any steps, which in any way, affect or are likely to affect the payment thereunder to the Lender including, without limitation, any stop payment instructions. In the event that there is any change in the authorised signatories for its relevant bank account(s), I/We shall either give unconditional and irrevocable instructions to the bank on whom the SPDCs have been drawn to clear and honour all such SPDCs (details of which shall be provided to the Lender) bearing the signatures of the authorised signatories before the change or, in the alternative, I/We shall issue fresh SPDCs to the Lender or submit fresh SPDCs duly signed by new authorized signatory as the case may be. While all necessary steps would be taken by the Lender to ensure safe holding of the SPDCs and having the same picked up, processed and cleared through agents, courier agencies, correspondent bank(s), the same will be entirely at my/our risk and cost. In the event any SPDCs issued as above by me/us is lost in transit or misplaced or for any reason, I /We agree to give replacement cheque(s) to the Lender immediately upon receipt of a written request from the Lender in this regard. If I/We cancel the SPDCs given to the Lender or close the relevant bank account(s) or change the authorized signatory for the relevant bank account(s) or attempts to cancel the SPDCs without the prior written consent of the Lender, such acts shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Lender and would be construed as an Event of Default and the Lender shall be entitled to initiate appropriate legal proceedings

including criminal proceedings against me/us and the Borrower, without prejudice to the Lender's other rights and remedies under applicable Law(s).

Execution:

- a) This SPDC Acknowledgment Letter shall become effective and binding on the Account Holder(s) from the date of execution as mentioned in below table and shall remain in full force and binding on the Account Holder(s) until the entire Outstanding Amount is repaid to the satisfaction of the Lender. In case the date is kept blank under below table of this SPDC Acknowledgment Letter and the document is digitally/electronically signed, the date of execution of this SPDC Acknowledgment Letter shall be the date when the SPDC Acknowledgment Letter was last signed digitally/electronically by either party. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This SPDC Acknowledgment Letter shall be in force till all the monies due and payable to the Lender under this SPDC Acknowledgment Letter as well as all other agreement/s, document/s that may be subsisting/executed between the Account Holder(s) and the Lender are fully paid.
- b) The Account Holder(s) hereby irrevocably agree and consent to electronic and/or digital stamping and/or execution of this SPDC Acknowledgment Letter and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).
- c) The Account Holder(s) hereby irrevocably agree, consent and authorize the Bank to use the Account Holder(s)/ authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Account Holder(s)/authorize signatories. The Account Holder(s) hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Account Holder(s)/authorized signatories, it shall be treated as implied and voluntarily consent of the Account Holder(s)/authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Account Holder(s) hereby authorizes the Bank to fetch the Account Holder(s)/authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
- d) The Account Holder(s) hereby irrevocably agree, consent and accept that the SPDC Acknowledgment Letter and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Bank or such third party vendors shall be entitled to collect all data of the Account Holder(s) relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.
- e) The Account Holder(s) irrevocably agree and consent that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized platform as may be desired by the Bank. The Account Holder(s) understand and agree that the Account Holder(s) shall keep its electronic devices used for execution of this SPDC Acknowledgment Letter fully updated and protected against any virus, malfunction or cyber related threats. The Account Holder(s) agree that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Account Holder(s) equipment, other software, facilities, third party applications employed by the Account Holder(s), or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this SPDC Acknowledgment Letter and related documents.

1.

For the Account Holder - 1

Signed and Delivered by the above-mentioned Account Holder 1/Authorized Signatory

Name:

Signature:

On behalf of the within named Account Holder - 1

For the Account Holder - 2

Signed and Delivered by the above-mentioned Account Holder 2/Authorized Signatory

Name:

Signature:

On behalf of the within named Account Holder - 2

Dated at _____ this ____ (date & month) of 20__

END USE LETTER

To,

AU Small Finance Bank Limited
19-A, Dhuleshwar Garden,
Ajmer Road,
Jaipur - 302001

Ref: Sanction Letter, the details as mentioned in the Schedule executed by the Borrower as mentioned in the Schedule

Sub: End use of funds borrowed from AU Small Finance Bank Limited ("Bank")

Dear Sir,

I/We, refer to the Sanction Letter as mentioned in the Schedule. I/We had sanctioned the facility as mentioned in the Schedule ("Facility") vide sanction letter dated as mentioned in the Schedule ("Sanction Letter"). The Facility is utilized for purpose as mentioned in the Schedule.

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner and that the Facility shall not be used for any speculation, illegal activities, investment in capital market/real estate, litigation, or any other nefarious activities.

I/We further agree, confirm and undertake that the purpose of use of funds under the Facility shall not be changed/has not been changed in any manner during the tenor of the Facility under the Sanction Letter; or that such change in purpose shall take place only with the prior written permission of the Bank.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the facility agreement executed for said Facility and/or the Lender may initiate any prompt action as may be necessary at its sole discretion including and not limited to recall of the facility.

The Parties acknowledge and agree that the date of this letter shall be the date as mentioned in Schedule. In case the date is kept blank under Schedule of this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Borrower ("Last Digital Date"). With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person

SCHEDULE

S. No.	Details	Particulars	Description
1	Letter	Date:	
		Place:	
2	Details of Borrower	Name	
		Address	Address: As per Sanction Letter
3	Details of Co-Borrower(s) (Name & address)	Name of Co-Borrower(s)	
		Address of Co-Borrower(s)	As per Sanction Letter
4	Facility amount	Overall Limit of Rs. _____ with details as per Sanction Letter	
5	Details of Sanction Letter	Date	
		Ref. No	
6	Purpose		

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

For the Co-Borrower

Signed and Delivered by the above-mentioned Co- Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Co-Borrower

DECLARATION FOR BT CASES

(To be stamped as per state stamp act)

I/We the person(s) named in the **Schedule I (S. No. 1 & 2)** as Borrower & Mortgagor hereby state as follows:

1. That my/our Property as mentioned in **Schedule I (S. No. 3)** is mortgaged with the bank as mentioned in the **Schedule I (S. No. 4)** and all the original documents of the said Property are deposited in the bank as mentioned in the **Schedule I (S. No. 4)** against the loan/credit facility amount as mentioned in the **Schedule I (S. No. 5)** availed from the bank as mentioned in the **Schedule I (S. No. 4)**.
2. That I/we have transferred my/our loan/credit facility amount from the bank as mentioned in the **Schedule I (S. No. 4)** to AU Small Finance Bank Limited ("AUSFB") and all outstanding amount deposited by the AUSFB to the bank as mentioned in the **Schedule I (S. No. 4)**, with my own contribution (if any) in my loan/credit facility account.
3. That all the original documents of the Property deposited in the bank as mentioned in the **Schedule I (S. No. 4)**, will release only after complete outstanding amount/facility is cleared and account is closed.
4. That I/We hereby declare and undertake and authorize AU Small Finance Bank Limited ("AU SFB") and/or its authorised official as mentioned in the Schedule I (S. No. 7) and on my behalf and at my cost and risk to collect documents pertaining to loan account bearing No. mentioned in the Schedule I (S. No.6) deposited by me with the Bank mentioned in the Schedule I (S. No. 4) and
 - (a) To handover the cheque/pay order/demand draft/NEFT/RTGS issued by AU Small Finance Bank on my behalf to Bank mentioned in the Schedule I (S. No. 4) or its authorised representative towards full prepayment/ foreclosure (if applicable as mentioned under the Facility Agreement/ Loan Agreement) of existing loan/facility as mentioned in the Schedule I (S. No. 5) in full and final settlement and accept receipt for the cheque and discharge of such loan/facility.
 - (b) To collect the original papers of the Property from the Bank mentioned in the Schedule I (S. No. 4) and deposit to the AU SFB and/or its authorised representative with intent to create security.
 - (c) To collect and receive the documents submitted by me to Bank mentioned in the Schedule I (S. No. 4) and/or its authorised representative in relation to the loan/facility and give effectual discharge;
 - (d) To create charge, mortgage in favour of the AUSFB upon my failure to create the same in favour of AUSFB.

I/We hereby undertake that if the original documents of the Property are not deposited with the AUSFB within the specified time as mentioned and/or the documents are found invalid or illegal, the AUSFB will have full right at its sole discretion to:

- (a) Recall/revoke/ cancel the complete loan/credit facility amount as mentioned in the schedule (AU Facility) .
or
- (b) Downsize the loan/credit facility to the actual amount disbursed in favor of the bank.

I/We hereby undertake that in case the outstanding amount with the Bank mentioned in the Schedule I (S. No. 4) ("Existing Bank") is more than the amount disbursed by AUSFB, I/We will make good the shortfall of the amount in order to close the account with the existing bank from my own funds.

I/We hereby undertake in the event of failure to complete the takeover process with the Existing Bank, I/We shall enter into a supplementary agreement, document and the like as AUSFB may deem fit for downsizing the loan/credit facility.

I/We hereby also undertake to compensate the AUSFB for any loss, damages, cost or expenses caused to the AUSFB due to non-deposit of the original documents or invalid and illegal documents. I/We will be fully responsible to bear all the loss, damages cost and expenses incurred by AUSFB in this regard.

The Parties acknowledge and agree that the date of this letter shall be the date of execution as mentioned in Schedule. In case the date is kept blank under Schedule of this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Borrower ("Last Digital Date"). With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person.

Names and Signatures of the Deponents.

Schedule-I

S. No.	Particulars	Description
1.	Name and address of the Borrower	Name: Address: As per Sanction Letter
2.	Name and address of the Mortgagor(s)	Name: Address: As per Sanction Letter
3.	Details of the Property	Situated at:
4.	Details of the Existing Bank (Takeover Bank)	
5.	Amount of Existing Bank's Facility	As per Sanction Letter
6.	Loan Account No. with previous bank	
7.	Authorized official Name (Bank)	
8.	AU Facility	As per sanction letter dated _____ bearing reference number _____ _____
9.	Date of Execution	
10.	Place of Execution	

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

For the Mortgagor

Signed and Delivered by the above-mentioned Mortgagor /Authorized Signatory

Name:

Signature:

On behalf of the within named Mortgagor

DUAL SIGNATURE / NAME INDEMNITY

I _____ S/o,W/o,D/o _____
_____ R/o _____
_____ Aged
about _____ Years, do solemnly affirm that :

1. My name is _____
2. I am also known as _____
3. Both the signature i.e., _____
and _____ belong to me.
4. That my signature as on date is _____

That apart from the aforesaid names and signature I do not name and sign in any other manner. In consideration of AU Small Finance Bank ("Bank") agreeing to accept my dual signature/dual names, I undertake and agree to indemnify and keep the Bank, at all times, indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities, howsoever, arising in consequence of the Bank agreeing to accept my request.

For the executor

Signed and Delivered by the executor/Authorized Signatory

Name:

Signature:

On behalf of the within named Executor

SIGNATURE VERIFICATION LETTER

This is to certify that the entity as mentioned in Schedule below is maintaining a Current/Saving bank account bearing number as mentioned in Schedule below with the bank as mentioned in Schedule below and operating that account in the normal course of its business / activities. The authorised signatory for the operation of the account is as mentioned in Schedule below. His/hers signature as appearing below is duly attested (as per the records available with the bank.)

Schedule

S. No.	Details	Particulars	Description
1.	Details of the Entity	Name	
		Address	Address: As per Sanction Letter
2.	Details of Bank Account	Number	
		Bank Name	
		Authorised Signatory	

(Signature of the Authorised Signatory)

(Signature of the Branch Manager)

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is made on the date and at a place as mentioned in the Schedule 1 by and between the persons specified Schedule 1 as Borrower & Co-Borrower collectively referred to as the "Borrower" The expression 'Borrower', unless it be repugnant to the context or meaning thereof, shall mean and include: (i) in the event that the Borrower is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators; (vi) in the event that the Borrower is a society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vii) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors; of the First Part **AND AU SMALL FINANCE BANK LIMITED**, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur - 302001, Rajasthan, hereinafter called as the "**Bank**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the Second Part.

The Borrower and the Bank are hereinafter referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS at the request of the Borrower, the Bank has agreed to grant a loan of the amount specified in schedule 1 to the Borrower on the terms and conditions as mentioned in the Bank's sanction letter (details as mentioned in schedule 1) duly accepted by the Borrower (hereinafter referred to as "Sanction Letter" (including mutually accepted amendments in writing) and as mentioned herein.

A. The Borrower agrees to borrow from the Bank and the Bank agrees to lend to the Borrower a Loan/Working Capital Term Loan as mentioned in the Schedule I ("Loan") and in consideration of the Bank having agreed to grant the Loan, the Borrower irrevocably agrees and undertakes and confirms to the Bank as follows;

1. The Borrower agrees to pay interest/ annual percentage rate (annual percentage rate shall hereinafter be referred to as "APR") as mentioned in the key fact statement ("KFS") annexed with this Agreement, commitment fee, increased cost and other charges applicable at the rate as mentioned in Schedule 2 (Schedule of charges) of the Bank payable by the Borrower to the Bank upon happening of an Event of Default as mentioned in clause 26 ("Penal Charges"), and Loan "Overdue/ Temporary Overdraft Charges" which shall mean interest charged on overdue/ temporary overdraft amounts to be levied at the contractual rate of interest of the Loan as applicable on the date when such an overdue/overdraft interest accrues, as detailed in Schedule 2 (Schedule of Charges) hereunder. , payable on the Loan as follows:

The interest rate/ APR applicable will be as specified in the Sanction Letter plus interest tax, as may be applicable rate prevailing from time to time, payable with monthly rests, or such other rate as may be stipulated by the Bank and advised to the Borrower. The interest rate/ APR payable by the Borrower will be subject to the changes in the interest rate made by Reserve Bank of India. The Borrower shall pay the interest rate on the last day of every month (date) until the Loan is repaid. If the interest remains due on the date, then the interest shall compound monthly. The interest shall be calculated on the basis of 365 days year and the actual days elapsed.

MCLR shall mean the "marginal cost of funds-based lending rate" of the Bank as determined (and revised) in accordance with the guidelines issued by RBI in this regard and corresponding internal policies of the Bank, as reset from time to time and notified by the Bank as its marginal cost of fund-based lending rate.

The Bank shall be entitled to reset the spread as specified in the Sanction Letter on the interest reset date and MCLR/External Benchmark Rate (EBR) at such frequency as the Bank deems fit. Bank shall also have right to reset the spread consequent to any change in MCLR/EBR and will also have the right to reset the MCLR/EBR if RBI revises the standard provisioning requirement of banking asset or RBI enhancing the risk weightage norms for banking asset or RBI changing the norms for classification of banking assets or downward revision in the credit rating of the Borrower or the security provider or occurrence of event of default or potential event of default or bank's internal review or RBI changing the policy of computation of MCLR/EBR.

Upon reset of MCLR/EBR/Margin, the Bank shall notify the Borrower of the revised interest rate and the Borrower shall pay the revised interest rate from the reset date on the Loan amount.

2. Borrower shall ensure that adequate credit balances are maintained in their account with the Bank at all times to ensure payments of dues pursuant to the Facilities by each due date, as may be applicable.
3. The interest rate as above shall be reset every quarter/half year/annually or at such frequency as the Bank deems fit.
4. The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds etc.
5. The Borrower shall also pay to the Bank a commitment charges as specified in Sanction Letter. The Loan/Facility (or any part thereof) may be disbursed by the Lender/Bank upon receiving a drawdown request from the Borrower. The entire Loan/Facility should be availed of within the number of months, from the date of loan sanction, as specified in the Sanction Letter/Schedule I (Availability Period/Last date of drawl of loan amount). The Borrower's right to make drawls shall expire at the end of the Availability Period ("Drawdown End Date"). However, the Loan/Facility Sanction may be kept open at the sole discretion of the Lender/Bank for an additional period of such number of days beyond the Availability Period as the Bank/Lender may deem fit. If the Loan/Facility is not drawn completely by the Borrower within the Availability Period, then the Bank shall be entitled to impose penalty, if any, as mentioned in the Sanction Letter. The mode and manner of disbursement is left to the sole discretion of the Lender/Bank. All disbursements in favor of the Borrower or to any third party on behalf of the Borrower shall be deemed to be made in favor of the Borrower under this Agreement which the Borrower acknowledges being binding on them.

5A. The Borrower accepts, acknowledges and confirms that the Bank shall be entitled to deduct upfront from the Loan amount (in the event not paid by the Borrower before disbursement), the charges as specifically mentioned in the Sanction Letter/ KFS (KFS as annexed hereunder) and/ or any other document related to the Loan at the time of disbursement of the Loan amount. The Bank shall disburse the balance Loan amount to the Borrower or any third party on behalf of the Borrower, as the case may be, and the Borrower shall be liable to repay the Loan amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.

6. The Borrower agrees to pay to the Bank the amount of any increased cost incurred by the Bank or any of its affiliates as a result of
 - i. The introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; or
 - ii. Compliance with any law or regulation made effective after the date of the Sanction Letter. Provided that the Borrower shall not be liable for payment of increased cost if:
 - i. The increased cost is compensated for under another clause in this agreement or would have been but for an exception to that clause.
 - ii. Increased cost is attributable to the Bank or its affiliates willfully failing to comply with any law or regulation.

"Increased Cost" in this agreement shall mean (a) an additional or increased cost (b) a reduction in the rate of return from the Loan or on the Bank's (or it's affiliate's) overall capital (including, without limitation, as a result of any reduction in the rate of return on the capital brought about by more capital being required to be allocated by the Bank or one of its affiliates or (c) a reduction of amount due and payable under this agreement.

7. Any default by the Borrower in payment for dues or of any of the terms and conditions herein would entail Penal Charges in addition to Overdue/ Temporary Overdraft Charges, till the entire outstanding Loan on account of default in payment are paid to the satisfaction of the Bank, as specified in Sanction Letter/ Schedule 2 on the outstanding loan, leviable from the date of the default without prejudice to the Bank's other rights available as per this agreement and on default/ failure of the Borrower to pay the same. Borrower shall not treat payment of Penal Charge(s) and Overdue/ Temporary Overdraft charges as waiver of Banks' rights in pursuance of Event of Default. The Borrower shall amortize the Loan, if not demanded earlier by Bank as stipulated in and in accordance with and subject to the terms & condition of the repayment schedule as mentioned in the Sanction Letter. To overcome operational issues, holidays etc., the Borrower shall at all times keep sufficient balance in bank accounts prior to due date of EMI, for clearance of EMI on due dates, to avoid Penal Charges and Overdue/ Temporary Overdraft Charges and other charges and avoid delinquency status.
8. The Borrower commits to secure the Loan Amount together with all costs, charges, interest, liquidated damages and expenses and all other moneys whatsoever due and payable by the Borrower to the Bank ("the said Dues"), by creating the securities in favor of the Bank in the form as specified in schedule I/

- Sanction Letter/ (Deed of Hypothecation/FD/Equitable Mortgage (retain whichever applicable) in respect of the said security.
9. The principal along with interest of the Loan shall, be repaid in the manner specified in Sanction Letter/schedule I. Provided that the Bank will be entitled to demand immediate repayment of the Loan Amount if any installment of interest/Loan installments remains unpaid on the due date for payment thereof.
 10. The Borrower hereby warrants, assures, represents and confirms that (a) the Borrower, if it is a company, is duly incorporated and validly existing under the law of their jurisdiction of incorporation affecting its business and operations. (b) all the information provided by the Borrower to the Bank is true and accurate in all respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading (c) all the licenses, permits and authorizations required for carrying on its business or industry have been obtained and are in full force and effect (d) the Borrower is in compliance in all respects with all applicable laws, including environmental laws, and regulations affecting its assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets (e) the Borrower has the power to avail of the Loan from the Bank and the total borrowings including the Loan are within the prescribed limits, if any (f) the Borrower has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all the necessary action required to authorize the execution, deliver and performance of this Agreement and upon execution, this Agreement will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms (g) the entry into, delivery and performance by the Borrower of, and the transactions contemplated by this Agreement do not and will not conflict with any applicable law, with the constitutional documents, if any, of the Borrower; or with any agreement or instrument which is binding upon the Borrower or on any of its assets (h) no default is subsisting or might result from the execution of, or the availing of the Loan under this Agreement by the Borrower (i) the most recent audited accounts of the Borrower have been duly audited and prepared in accordance with applicable accounting principles and practices and represent a true and fair view of its financial condition and there has been no material adverse effect since the date on which those accounts were drawn up (j) all taxes and compliance reports have been filed in time and no claims are pending thereof (k) the Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which Government of India is a party (l) none of the Borrower and its promoters, directors and partners, affiliates, subsidiaries or associate companies or group companies are in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loan or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority (m) there are no legal or other adverse proceedings of any nature pending against the Borrower or its promoter, directors, partners in management of the Borrower or any of its assets which have a Material Adverse Effect (n) the properties mortgaged are mortgaged by its legal owners and there are no encumbrances over the same save and except as permitted by the Bank and the Borrower shall not hereafter encumber the Assets without the permission of the Bank and that the Borrower has a clear and marketable title/ clear and transferable interest over the above property and further assure the Bank that the same is free from any prior charge, lien or encumbrance (m) the purpose and the business of the Borrower is legally and regulatory valid (n) no notice has been served with respect to winding up, receivership, custodian for the Borrower or any of its assets or that the Borrower be placed in bankruptcy; the passing of a resolution for the winding up of the Borrower or any proposal or apprehension for passing such resolution; a scheme of arrangement, amalgamation or reconstruction or composition with creditors of the borrower or taking of any action to seize, attach, take possession of or appoint a custodian receiver, liquidator or manager in respect of the Borrower or any asset of the Borrower (o) the Borrower has not committed any breach under any agreement entered into with any person for availing any finance facility. (p) Borrower to ensure that all interest/ fees/charges debited to the Borrower's account is cleared on their respective due date.
 11. Where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; where the Borrower is a partnership firm/HUF none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; where the Borrower is a joint stock company none of its directors, is a director or specified near relation of a director of a banking company.
 12. Where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the bank; where the Borrower is a partnership firm/ HUF, none of the partners or members of the HUF,

- is a specified near relation of any senior officer of the bank; where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the bank.
13. None of its subsidiaries or associate companies or group companies have been identified or classified as a defaulter.
- .
14. The Borrower will execute necessary promissory note and such further documents, forms and papers as the Bank may in its discretion from time to time require.
Each of the above representations will remain correct and complied with so long as the Loan and/or any sum thereunder remain outstanding.
15. Borrower shall at all times during the currency of the Loan, at its own cost, keep the said property constituting the Bank's security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the joint names of the Bank and the Borrower or with the usual Bank mortgage clause, with any insurance company and shall deposit the insurance policies and all cover notes premia receipts etc., with the Bank against the Loan so given to him/her/it by the Bank. The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stoppage of production for any reason whatsoever. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower shall fail to insure or keep insured all/any of the said the property/assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest @ applicable for the Loan as aforesaid.
16. The Borrower shall allow the representatives and/or nominees of the Bank to visit and inspect from time to time the project for which the Loan is sought or the Borrower's premises, factories and other property/ assets books of accounts and all other relevant accounts, documents and records. The costs and expenses of such visits and/or inspections shall be paid and borne by the Borrower.
17. If at any time the value of the securities deteriorate in order to create a deficiency in the margin requirement specified by the Bank from time to time, if any, the Borrower shall within seven days of notice from the Bank, deposit with the Bank additional security in the form of cash or such other securities which may be acceptable to the Bank, failing which the Bank may at its discretion sell or otherwise dispose off any or all of the said securities without being liable for any loss or damage or diminution in value sustained thereby.
18. The Borrower hereby agrees, undertakes and confirms that it shall deliver to the Bank post-dated cheques as security, more particularly described in welcome letter towards the payment of the outstanding obligations along with the Interest with the Bank named as the payee therein ("SPDCs").
19. The Borrower further covenants as under:
- i. to furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time in order to comply with the terms of the Loan.
 - ii. shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited half yearly income statements of the Borrower within 60 (sixty) days of the close of each semi-annual period and copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in the abridged form) within 180 (one hundred eighty) days after the close of each financial year;
 - iii. not to enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
 - iv. not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;
 - v. not to effect any material change in the management of the business of the Borrower, without any prior written consent of the Bank;
 - vi. not to make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
 - vii. not to create, assume or incur any further indebtedness of a long term nature whether for borrowed money or otherwise, except with the prior written consent of the Bank;
 - viii. not to declare any dividend if any installment towards principal or interest remains unpaid on its due date.

- ix. the Borrower shall not induct a person in the capacity of key managerial person/ director / promoter who is a director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Borrower, as the case may be, identified as willful defaulter. In the event of such a person is found to be a key managerial person/ director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Borrower, as the case may be, identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.
- x. the proceeds of the facilities are not to be utilized by the borrower for investments in shares, debentures, advances and inter- corporate loans/ deposits to other companies (including subsidiary and other group companies).
- xi. the Borrower expressly recognizes and accepts that the Bank upon granting the Facilities, shall be absolutely entitled to, and shall have full power and authority to sell, assign, securitize, novate, transfer or otherwise transfer in any manner whatsoever, in whole or in part, and in such manner and on such terms as the Bank may decide (including if deemed appropriate by the Bank reserving a right to the Bank to retain its power to proceed against the borrower on behalf of the purchaser, assignee or transferee) any or all out standings and dues of the borrower, to any third party of the Bank's choice without any further reference or intimation or notice to the Borrower, and without seeking any consent of the Borrower. Any such action and any such sale, assignment, securitization, novation or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank or any other person, as the case may be. Any costs in this behalf, whether on account of such sale, assignment, securitization, novation or transfer or enforcement of rights and recovery of outstandings and dues, shall be to the account of the Borrower.
- xii. The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Facilities and/or security created by the Borrower in favour of Bank.
- xiii. Borrower shall allow the Bank to audit and inspect its books and records and the premises mortgaged and goods hypothecated to the Bank.
- xiv. The Borrower declares that : I/we hereby confirm that I/we have handed over the above mentioned cheques ("SPDCs") towards the repayment of EMI/as a security for the Facility availed from the Lender or towards payment of insurance premium as specified above and that all cheques were drawn in favor of "AU Small Finance Bank Limited" and also recorded my/our name on the reverse side of all the cheques. I/we hereby unconditionally and irrevocable authorize and confirm the authority of the Lender as per the provisions of Negotiable Instruments Act ("the act") to fill in the date and the amount on the said cheques and to complete the cheque in all respect and to present the same for the payment. I/we shall ensure that the said cheques are honoured on presentation for payment. I/we agree and acknowledge that I/we have issued the SPDCs voluntarily in discharge of legal debt owed to the Lender by the Borrower. I /we agree, acknowledge and confirm that the SPDCs are intended to be used by Lender to recover the legal debts due from the Borrower to the Lender under various disbursements made by the Lender and hereby unconditionally and irrevocably authorizes the Lender to use the SPDCs for repayment of the Facility. I/we hereby confirms that I am/we are aware of the fact that any dishonor of any SPDCs so issued by me/us and presented by the Lender for payment would constitute an offence under provisions of The Negotiable Instrument Act, 1881 and the Lender may take such action against me/us as may be advised. Prior to the SPDCs issued by me being exhausted, I/we shall issue fresh SPDCs to the Lender, and such instruments would be governed by the provisions of this letter. I/we shall not to take any steps, which in any way, affect or are likely to affect the payment thereunder to the Lender including, without limitation, any stop payment instructions. In the event that there is any change in the authorised signatories for its relevant bank account(s), I/we shall either give unconditional and irrevocable instructions to the bank on whom the SPDCs have been drawn to clear and honour all such SPDCs (details of which shall be provided to the Lender) bearing the signatures of the authorised signatories before the change or, in the alternative, I/we shall issue fresh SPDCs to the Lender or submit fresh SPDCs duly signed by new authorized signatory as the case may be. While all necessary steps would be taken by the Lender to ensure safe holding of the SPDCs and having the same picked up , processed and cleared through agents, courier agencies, correspondent bank(s), the same will be entirely at the my/our risk and cost. In the event any SPDCs issued as above by me/us is lost in transit or misplaced or for any reason, I /we agree to give replacement cheque(s) to the Lender immediately upon receipt of a written request from the Lender in this regard. If I/we cancel the SPDCs given to the Lender or close the relevant bank account(s) or change the authorized signatory for the relevant bank account(s) or attempts to cancel the SPDCs without the prior written consent of the Lender, such acts

shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Lender and would be construed as an Event of Default and the Lender shall be entitled to initiate appropriate legal proceedings including criminal proceedings against me/us and the Borrower, without prejudice to the Lender's other rights and remedies under applicable Law(s).

- (xv) The Borrower shall neither register nor comply with any direction to register any encumbrance or change in shareholding/ beneficial interest/ profit sharing pursuant to any non-disposal undertaking, voting arrangement, pledge, lien, hypothecation, attachment, charge, mortgage, compromise, scheme of arrangement, or any other form of encumbrance or restriction received from its promoters/ shareholders/ designated partners without the prior written consent of the Lender. Any breach of this covenant, or any attempt to create or allow such encumbrance or arrangement without such prior written consent, shall constitute an Event of Default under this Agreement, entitling the Lender to exercise all rights and remedies available hereunder.
20. The Borrower shall furnish upon demand any other security in such form and value as may be required by the Bank from time to time in amounts and values sufficient at all time in the opinion of Bank to secure the payment of the Loan provided here and any other obligations of the Borrower to the Bank.
21. The Borrower confirms that the Borrower shall utilise the said Loan only for the purposes of its Business as set forth in its application for loan.
22. In the event the Borrower fails to pay when due any sum which it may owe to the Bank and the Bank shall commence legal proceedings to recover such sum, the Borrower will further pay the Bank all cost and expenses, including legal fees, incurred or paid by the Bank in exercising any right, power or remedy conferred by this Agreement.
23. The Borrower agrees that any accretion to the said securities (if any) and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged / mortgaged with the Bank by the Borrower.
24. The Borrower shall not without the prior written consent of the Bank transfer or create/ allow to be created in any manner any charge, lien, hypothecation, mortgage, pledge or other encumbrance whatsoever on any of the properties.
25. The rights, remedies and powers given to the Bank by this Agreement shall be in addition to all rights powers and remedies given to the Bank by virtue of any other security, statute, or rule of law. The Bank may exercise a banker's lien or right of set-off with or without notice with respect to any obligation of the Borrower to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all monies, property or securities of the undersigned in the Bank's possession or custody whether for safe-keeping or otherwise. In case of any deficit, the deficit amount can be recovered from the Borrower.
26. The occurrence of any one or more of the following events shall constitute an event of default. On the question whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower:
- (i) The Borrower defaults in payment of principal or interest of any obligation of the Borrower to the Bank when it is due and payable.
 - (ii) The security tendered to the Bank or the charges created thereon in Bank's favor shall become wholly or partially invalid or unenforceable.
 - (iii) The Borrower shall for any reason cease or be unable to carry on business or appointment of a receiver of the Borrower's assets.
 - (iv) Any representation, warranty or statement made by the Borrower proves to have been incorrect or misleading in any respect when made or deemed to be made and if the Borrower commits any breach or default in performance or observance of these presents or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Borrower in respect of this Loan.
 - (v) The Borrower does not upon demand furnish acceptable additional or alternate security or Borrower fails to create security in favour of Bank.
 - (vi) If Borrower dies.
 - (viii) If Borrower ceases or threatens to cease its business.
 - (ix) There exist circumstances which in the opinion of the Bank prejudicially affects or may affect the Borrower's ability to pay/ repay the principal and interest thereon or pay any amount due to the Bank and/or the Borrower commits any default in the payment of principal amount or interest of any obligation of the Borrower to the Bank when due and payable.
 - (x) There is change in ownership, management and control of the Borrower without prior written consent of the Bank
 - (xi) If there is deterioration or impairment of the securities or any decline/depreciation in the market value (actual or reasonably anticipated), which may cause securities in the opinion of the Bank to become unsatisfactory as to character or value.

- (xii) If the Borrower, suspends making payment on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with any one or more of its creditors (or any class of them) with a view to rescheduling any of its indebtedness or makes a general assignment for the benefit of or composition with its creditors or admits or is ordered to pay any liability and such liability is not paid when due; =
 - (xiii) The value of the assets of the Borrower is less than its liabilities;
A moratorium is declared in respect of any indebtedness of the Borrower;
 - (xiv) A liquidation order has been passed against the Borrower in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016;
 - (xv) A resolution plan in respect of the Borrower is not submitted to the adjudicating authority at the end of the insolvency resolution process period under the Insolvency and Bankruptcy Code, 2016;
 - (xvi) An application is filed by any financial creditor or any operational creditor of the Borrower and/or Obligor for the insolvency resolution process under the Insolvency and Bankruptcy Code, 2016.
 - (xvii) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, insolvency resolution, liquidation, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;
 - (ii) a composition, compromise or arrangement with any creditor of the Borrower or an assignment for the benefit of creditors generally of the Borrower (or a class of such creditors);
 - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor, insolvency professional or other similar officer in respect of the Borrower or any of their assets; and
 - (iv) enforcement of any security interest over any assets of the Borrower.
 - (xviii) Any other event which prejudicially alters the Bank's interest or may have Material Adverse Effect. "Material Adverse Effect" shall mean an adverse effect in the condition, financial or otherwise, prospect or operations of the Borrower or any subsidiaries or affiliates, present or future or which in the sole opinion of the Bank adversely affect the repayment of the Loan.
 - (xix) The Loan is utilized for any other purpose other than the purpose enumerated in this Agreement or the Sanction Letter.
 - (xx) If one or more judgments or decrees have been rendered or entered against the Borrower and such judgments or decrees are not vacated, discharged or stayed for a period of 30 days. And such judgments or decrees involve in the aggregate, a liability which could have a Material Adverse Effect
 - (xxi) Failure of Borrower to get itself rated by a credit rating agency/ies
 - (xxii) The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.
 - (xxiii) If the Borrower without prior written consent of the Bank attempts to create any charge, mortgage, pledge, hypothecation, lien or any other encumbrance over the Borrower's property or any part of the property which is made as security for the repayment of the loan.
 - (xxiv) If the Borrower being a partnership is under the process of dissolution or is dissolved.
 - (xxv) If it is certified by an accountant appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the borrower is carrying on business at a loss or if the Borrower defaults in respect of any other indebtedness to the Bank or any of the affiliates/group companies of Borrower defaults in respect of their indebtedness to the Bank.
27. Upon the happening of any of the above event, at the option of the Bank, and without necessity of any demand upon or notice to the Borrower, all of which are hereby expressly waived by the Borrower and notwithstanding anything contained herein or in any security documents executed by/to be executed by the Borrower in the Bank's favour, the said dues and all of the obligations of the Borrower to the Bank, hereunder shall immediately become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its security. On the question of whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding upon the Borrower.
- The Borrower shall give to the Bank a notice, if any event of default or any event which after the notice or lapse of time or both would constitute an event of default shall have happened, in writing specifying such an event of default or event has happened. If any statutory notice of winding up or insolvency under any

- law or any suit or legal process intended to be filed against the Borrower is served upon the Borrower, then the Borrower shall promptly notify the Bank.
28. If the Borrower makes default in payment of the said Dues or any part thereof, the Bank would be at liberty (but not bound to do so) to appoint its nominee as receiver without having resort to a Court of Law and/or to a proceeding in Court, to take possession of the properties of the Borrower held/to be held by the Bank as security for the Loan hereunder or under any other security document(s) executed to be executed by the Borrower in favour of the Bank.
29. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Bank, under which the Borrower is enjoying financial/ credit facility, such event, including the defaults as mentioned hereinbelow from (a) to (d), shall be considered as an event of default occurred under this Agreement and the Bank, shall be absolutely entitled to exercise all or any of its rights under this Agreement or under applicable law including SARFAESI Act 2002 or any corresponding law including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loan/ facility(ies) availed/to be availed from the Bank.
- (a) Any financial indebtedness of the Borrower is not paid when due or within any originally applicable grace period.
 - (b) Any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default, a default or other similar condition or event (however described).
 - (c) Any commitment for any financial indebtedness of the Borrower is cancelled or suspended by any of its creditors as a result of an event of default, a default or other similar condition or event (however described).
 - (d) Any creditor of the Borrower becomes entitled to declare any financial indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default, a default or other similar condition or event (however described).
30. The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/identity of the Borrower and/or its directors and the default committed. In case of default in payment of any of the Indebtedness to the Bank, the Bank or the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors as defaulters (including as Willful defaulters) in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI all or any of the following (a) information and data relating to the Borrower (b) the information or data relating to the Loan availed of/to be availed, by the Borrower; and the information and details of the default, if any, committed by the Borrower, in discharge of the Indebtedness .The Borrower agrees and undertakes that (a) the Credit Information Bureau (India) Ltd., and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the 'Credit Information Bureau (India) Ltd., and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

30A. RECORDS AND INSPECTION

The Borrower shall keep and maintain in accordance with good business practice and Applicable Laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and such records shall be open to examination by the Bank and / or its authorised representatives and the Borrowers shall if so required by the Bank, furnish to the Bank at such intervals as the Bank may request a schedule or copy of all the entries which shall have been made in the said registers. The register shall clearly indicate which of the assets have been hypothecated/mortgaged/pledged or otherwise charged to the Bank or to any other person/entity.

In the event the Borrower's Loan account is classified as a red-flagged account in accordance with Applicable Law, the Lender shall have the right to initiate an audit or any other form of investigation, either directly or through an independent third-party auditor, at the Borrower's cost and expense.

The Borrower agrees to fully cooperate with such audit or investigation, as the case maybe, including but not limited to providing access to all relevant books, records, documents, personnel, and systems as may be reasonably required by the Lender or its appointed auditors.

In the event, the audit or investigation remains inconclusive or is delayed beyond a reasonable time period due to non-cooperation by the Borrower, the Lender shall have the right to conclude on the status of the Borrower's Loan account as fraud or otherwise, based on the material available on record and its own internal assessment and investigation. Any such determination shall be binding on the Borrower and may result in the Lender classifying the Borrower's Loan account as fraud, along with appropriate legal actions as deemed necessary in accordance with Applicable Law.

Notwithstanding anything to the contrary contained in this Agreement, upon declaration of the Borrower's Loan account as 'fraud', the Lender shall be entitled to exercise all the rights available to it under Applicable Law and/ or pursuant to occurrence of an Event of Default under this Agreement.

31. The Borrower shall upon demand pay to or reimburse the Bank in full a) the legal costs of the preparation of this Agreement, documents creating security and all documents relating thereto (b) all costs, expenses and fees relating to the periodic valuation, inspection, insurance and protection/preservation in any other manner of the security tendered to the Bank and all costs (including legal fees) incurred by the Bank in preserving perfecting or enforcing any of its rights under or in respect of this Agreement, or any present or future security and other documents.
32. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.
33. The Borrower shall not assign, securitize, novate or transfer all or any of its rights, benefits or obligations under this agreement without the approval of the Bank. The Bank may, at any time, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under this agreement without notice to the Borrower. Notwithstanding any such assignment, securitization, novation or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
34. The Borrower shall execute in favour of the Bank or any nominee of the Bank any further/additional/fresh deeds/documents etc. whenever required by the bank to do so.
35. The Borrower also undertakes to give Irrevocable Power of Attorney in favour of the Bank to authorise the Bank to sell or transfer the said pledged securities (if any) for the purpose.
36. The Borrower shall, without protest or demur, irrevocably and unconditionally pay, indemnify, defend and hold harmless, the Bank against any and all, losses, liabilities, obligations, damages, litigations expenses, judgments, costs, taxes, penalties, charges, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, whatsoever which may be brought or made against or sustained or incurred by the Bank (whether directly or indirectly and whether paid by Bank or not) or which the Bank may become liable under or in respect of this agreement and any action or proceedings made or brought against the Bank, its correspondents or confirming banks or agents; without deducting any tax in India whether or not such payment attract withholding tax in India or requires due certification by a qualified accountant. The Bank shall be entitled to include any amount payable under this clause in the dues payable by the borrower for availing the Loan.
37. **Notice and Digital Communication**
 - A. Every notice, request, demand or other communication under this Agreement shall:
 - (a) be in writing, delivered by hand, or by registered post, acknowledgement due or by email or SMS with URL Link of Notice, WhatsApp or such other electronic transmission;
 - (b) be deemed to have been received when:
 - (i) delivered personally, at the time so delivered and if given by registered post/courier, forty-eight (48) hours after it has been put into post/courier.
 - (ii) sent by email, SMS with URL Link of Notice, or WhatsApp or any such electronic transmission, at the time such communication is successfully issued to the recipient's last notified electronic contact details, as evidenced by system-generated delivery confirmation, or, in the absence of such confirmation, upon expiry of 24 hours from the time of transmission, provided no delivery failure notification is received by the sender.

- B. The Borrower specifically covenants to inform any change in its address/ communication details within 07 (Seven) days of such change to the Bank. If no such change in the address / communication details (i.e. registered phone number, email address, whatsapp number) is received by the Bank then any notice, correspondence, request, demand or other communication shall be deemed to be delivered to the Borrower, if sent to the existing address / communication details in the records of the Bank. The Borrower agrees to abide by any notice, correspondence, request, demand or other communication delivered at their existing address / communication details in the Bank's records.
- C. The Borrower is aware that transmission of this Agreement, addendums to this Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Bank through the Electronic Media for various matters under this Agreement including in relation to the Loan and the operation thereof.
- D. (a) In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding. (b) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower confirms that the Bank shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower. (d) The Bank shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Bank on basis of the Communications through the Electronic Media. The Borrower is aware and confirm that the Bank is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.
38. The Borrower hereby agrees that in case the Borrower commits default in payment / repayment of the amounts due to the Bank or in repayment of interest thereon on due date, the Bank and/or RBI, will have an unqualified right to disclose or publish our name or the name of the Borrower and its directors/partners/proprietors as defaulter in such manner and through such medium as the bank or RBI in their absolute discretion may think fit.
39. The Borrower shall execute in favour of the Bank or any nominee of the Bank any further/additional/fresh deeds/documents etc. whenever required by the bank to do so.
40. This Agreement shall be read in conjunction with the Sanction Letter. In case of any inconsistency, the Sanction Letter shall be final and binding on the Borrower.
41. In case of any breach in terms of any event of defaults as stated hereinabove, the Bank shall have the rights to sell, dispose off or realise the securities on such terms and conditions including price that the Bank in its sole opinion thinks fit and apply the proceeds thereof towards satisfaction of the Loan including charges and expenses, if any. Any violation of covenant of borrower under this agreement shall also constitute event of default. The Lender/ Bank shall also be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable by the Borrower under this Agreement. In the event of any such cancellation/reduction/revocation/modification and/or recall, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under this Agreement duly and punctually as provided herein.
42. Notwithstanding anything contained above, the Bank may without notice to the Borrower in its sole discretion, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Agreement shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Agreement to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment, securitization, novation or transfer shall conclusively bind the Borrower.
43. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to provide the Bank with the appropriate records/ communication address to determine the relevant location of the recipient of service. In case of any tax or related demand due to failure of the Borrower to provide the correct address, the same will be borne by the Borrower.
44. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank has an unconditional right to cancel the outstanding un-drawn commitments under this Agreement at any time during the currency of the Loan and that the Bank shall endeavour to provide prior intimation of the same to the

Borrower. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event of deterioration in the Borrower's creditworthiness.

45. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to communicate the GSTIN number of particular state for the purpose of billing. In case of unregistered Borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST. In case of registered applicants, the address given under Borrower's Details shall be considered as the registered place of business for the purpose of computation of GST. Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act. For the purpose of this clause, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Services Tax ('UTGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.
46. Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Lender. The Borrower has executed a letter of general lien cum set off in this regard, annexed herewith as Annexure-II, which enumerates the provisions of cross linking, cross collateralization and cross default with respect to all the credit Facilities availed by the Borrower or any other Obligor.
47. This Agreement and all documents executed under/in relation to this Agreement shall be governed by and construed in accordance with the laws of India.
48. The Borrowers and the Guarantors confirm that the Lender may for the purposes of credit reference checks, verification, assignment, etc. disclose any information/documents relating to the Borrowers and the Guarantors (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrowers and the Guarantors further authorize the Lender to disclose said information /documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities.
49. **REGULATORY DECLARATION**
Declarations (in case Borrower is a company): By signing this Agreement, the Borrower hereby declares that as at the date hereof, none of its directors or Guarantor (or any of its directors, if applicable) is a director/senior officer of a director/senior officer of a banking company, or in a specified near relation of a director/senior officer of the Lender. Except to the extent disclosed to the Bank, all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arm's length basis. Further, no director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower/its subsidiary/holding company, or holds substantial interest, in the Borrower/its subsidiary/holding company and no directors of any other Bank, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual fund/venture capital funds holds substantial interest or is interested as director or as a guarantor of the Borrower. The Borrower or any directors/ promoters/ associate concerns/ of any of the Borrower (including the Guarantor) are not and, to the best of their knowledge:
- i. on the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or
 - ii. convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or
 - iii. on RBI's willful defaulters/ caution list; or
 - iv. on the Lender's defaulter list; or
 - v. or not qualified to act as director in accordance with applicable Law.

In case where the above negative confirmations/ declarations are not true, then the Borrower shall provide a written declaration with details of such relationship to the Lender. If the details of such declaration change during the term of the Facility, then the Borrower shall promptly provide a written declaration to the Lender of any such changes.

50. The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve

- Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'.
51. The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through arbitration proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Agreement. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur.
- The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, Bye laws, process and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement.. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India and/or other relevant forums will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.
52. Bank shall be entitled to contact the Borrower and the Guarantor for any promotional campaign/offers through any electronic media including WhatsApp. Timely repayment of the loan facility is essence of this contract.
53. Appointment of Third Parties/Recovery Agents:
- Bank has Board approved Collection of Dues and Repossession of Security Interest policy which is uploaded at Bank's website. Policy lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security" Detailed policy can be referred through below given link:
- <https://www.au.bank.in/content/dam/aubank/in/en/notice-board/notice-board-9/policy-on-collection-of-dues-and-repossession-of-security.pdf>
- Without prejudice to the rights the Bank or any of the third parties/ authorised agents including but not limited to appointed recovery agents may have under this Agreement and under law, upon occurrence of an Event of Default, the Bank and third parties/ authorised agents including but not limited to appointed recovery agents are authorised to use the contact details provided by the Borrower and Guarantor to get in touch with the Borrower/Guarantor including their authorised signatory(ies)/ representative(s) and also to contact the family members of the Borrower/Guarantors and disclose the relevant details pertaining to the Loan and the Borrower/Guarantor, and the Borrower in this regard consents to such disclosure by the Bank or such third parties/ authorised agents including but not limited to appointed recovery agents. The terms and conditions of this Agreement is adhered with the terms and conditions of the Recovery Policy as per the RBI circular wherein parties will abide by provisions regarding
- (i) notice period before taking possession
 - (ii) circumstances under which the notice period can be waived
 - (iii) the procedure for taking possession of the security
 - (iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property
 - (v) the procedure for giving repossession to the borrower and
 - (vi) the procedure for sale / auction of the property.
54. Unless otherwise agreed to by Bank any payment due and payable under the Loan Agreement and made by the Borrower or received by Bank would be appropriated towards such dues in the order, namely:
- (a) the interest on costs, fees & charges and other expenses; costs, fees & charges and other expenses; interest on arrears of the Loan; repayment of the Loan; the balance, if any, towards the dues owed by the Borrower under any other agreement entered into with the Lender or in such manner as the Lender may in its sole discretion consider necessary or expedient;
 - (b) Commitment Charge and Fees;
 - (c) Penal Charge(s) and Overdue/ Temporary Overdraft Charges on defaulted amounts;

- (d) Costs, Charges, Expenses, Incidental Charges and other monies that may have been expended by Bank in connections with recovery;
 - (e) PEMI;
 - (f) EMI or principal amount of the Loan.
55. The Borrower acknowledges and agrees that the Borrower shall be liable to pay prepayment/pre-closure charges at 4% as also provided in the prevailing schedule of charges uploaded on bank website at www.au.bank.in/service-fees or sanction letter on principal outstanding of the entire Facilities sanctioned by the Lender to the Borrower except Facilities sanctioned/renewed to Individuals or Individual or Micro or Small Enterprises ("MSE") on floating rate on or after 1st Jan 2026 subject to production of valid Udhya Registration Certificate (URC) validating entity falling under MSE at the time of closure request, in case the Facilities are prepaid/pre-closed through any source of funds(s). The below clauses (i.e. clause 57 to 63 shall be applicable if the execution is done through electronic mode).
56. Grievance Redressal Mechanism:
- For redressal of any grievance arising out of this Agreement, the Borrower may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.au.bank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided in the KFS attached to this Agreement.
57. Execution
- a) This Agreement shall become effective and binding on the Borrower from the date of execution as mentioned in Schedule I and shall remain in full force and binding on the Borrower until the entire outstanding amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule I of this Agreement and the document is digitally/electronically signed, the date of execution of this Agreement shall be the date when the Agreement was last signed digitally/electronically by either party. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Agreement shall be in force till all the monies due and payable to the Lender under this Agreement as well as all other agreement/ s, document/s that may be subsisting/executed between the Borrower, and the Lender are fully paid.
 - b) The Borrower hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Agreement and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).
 - c) The Borrower hereby irrevocably agrees, consents and authorizes the Bank to use the Borrower's/ authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Borrower/authorize signatories. The Borrower hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower /authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower hereby authorizes the Bank to fetch the Borrower's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
 - d) The Borrower hereby irrevocably agrees, consents and accepts that the Agreement and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Bank or such third party vendors shall be entitled to collect all data of the Borrower relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.
 - e) The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized platform as may be desired by the Bank. The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Agreement fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Agreement and related documents.
68. Schedule 1, Annexure-1(if lease rental discounting facility is granted to the Borrower by the Bank), Annexure-II and Annexure-III shall form part and parcel of this Agreement.

SCHEDULE 1

S. No.	Particulars	Description		
1.	Execution Details	Date of execution:		
		Place of execution:		
2.	Details of Borrower	Name		
		Address	As per Sanction Letter	
3.	Details of Co-Borrower(s) (Name & address)	Name of Co-Borrower(s):		
		Address of Co-Borrower(s):	As per Sanction Letter	
4.	Branch details of the Bank	Name		
5.	Details of Facility/Loan	Term Loan I/Working Capital Term Loan I	Term Loan II/ Working Capital Term Loan II	Term Loan III/ Working Capital Term Loan III
		Amount:	Amount:	Amount:
6.	Sanction Letter	Ref. No.		
		Date:		
7.	Charges		As mentioned on the website of the Bank at https://www.au.bank.in/service-fee and in the schedule of charges annexed herewith copy of this agreement is uploaded on the Bank's website.	
8.	Penal Charges		As mentioned in Schedule 2	
9.	Overdue/ Temporary Overdraft Charges		As mentioned in Schedule 2	
10.	Repayment schedule	Term:	As per Sanction Letter	
		EMI Due Date	As per Sanction Letter	
		EMI Frequency	As per Sanction Letter	
		EMI Start Date:	As per Sanction Letter	
		EMI Amount	As per Sanction Letter	
		Moratorium Period	As per Sanction Letter	
11.	Disbursement in favor of		As per Sanction Letter / As requested by customer	

Schedule 2
(Schedule of Charges)

S. No.	Parameters	Charges
1	Interest Rate	Up to 18%
2	Loan Processing Charges	Up to 3% of loan amount
3	Renewal Fees	Up to 1% of loan amount
4	Stamping Charges	As per State's Stamp Act
5	Documentation charges	At actuals
6	Collection Charges	₹600
7	SI/NACH/ECS Return Charges	₹500 per instance
8	ADHOC limit set up charges	0.50% of Sanction limit; minimum Rs 5000
9	TOD limit set up charges	0.10% of Sanction limit; minimum Rs 1000
10	Swap Charges (Replacement of PDCs/Change of bank)	₹1000
11	Prepayment / Foreclosure charges	4% of principal outstanding of term loan/Drawing Power for DLOD facility 4% of limit/s sanctioned of CC/overdraft facility 0% on 100% FD backed limit and SCF Facilities
12	Issuance of Duplicate NOC	₹500
13	Lender NOC/Solvency Certificate	0.10% of Solvency Certificate amount Minimum: ₹ 10000, Maximum: ₹ 50000
14	Statement of Account	₹500
15	Amortisation/Repayment Schedule	₹500
16	Bank Certificate (for Conduct of account, Loan details and Interest)	₹1000
17	Foreclosure Statement Charges	₹500
18	Change in Instalment due date	₹500 + difference period interest (if any)
19	Replacement in property/ asset/collateral	₹2500
20	Copy of property/ loan document	₹1000
21	Asset verification charges	At actuals
22	Property valuation charges	₹2500 per valuation or actual (whichever is higher)
23	Property legal charges	₹2500 to ₹ 6500 per legal (State wise)
24	Legal / Sarfaesi/Incidental Charges	
	Arbitration	Upto ₹ 5100
	Execution of Arbitration Awards	Upto ₹ 6800
	Complaint U/s 138 (NI Act)/25 (PASS Act)	Upto ₹ 6800
	Issue of Notice U/s 13(2) of SARFAESI Act	Upto ₹ 11,100
	Enforcement Action U/s 14 SARFAESI Act	Upto ₹ 17,000
	Any Other Legal Action taken by or against Bank	At Actuals
25	Cersai Charges	₹100 per asset
26	Equitable Mortgage Charges	As per state act
27	Provisional/Final IT certificate	Nil
28	Rate reduction or Conversion from Fixed to Floating or Floating to fixed	0.50% of Sanctioned limit/drawing power
29	Commitment Charges	1% of un-utilized amount in case average utilization of limits for the quarter is below 60%
30	Stock Audit/LIE charges	At actuals
31	ROC filling Charges	At actuals
32	Cheque/DD /Disbursement/Loan Cancellation Charges	₹1000 plus interest up to cancellation period

33	Cash Deposit Charges (at the time of Prepayment / Foreclosure only)	₹5 per thousand for cash collection
Penal Charges		
S. No.	Parameters	Applicable Charges
1	Overdue Charges*	₹ 0.65 per thousand per Day
2	Term Loan Overdue Charges*	₹ 0.65 per thousand per Day
3	Temporary Overdraft Charges (Post Expiry)*	₹ 0.10 per thousand per Day
4	Stock Statement Charges	Upto ₹ 500 Lakhs Limit - ₹ 5000 ₹ 500 Lakhs to ₹ 1000 Lakhs Limit - ₹ 10000 Above ₹ 1000 Lakhs Limit - ₹ 25000
5	Stock Audit Charges	₹ 25000
6	Low Churning Charges (<75%)	2% p.a. of Sanctioned Limit
7	Security Pending Charges	2% p.a. of Sanctioned Limit
8	Breach of sanction covenants Charges	2% p.a. of Sanctioned Limit
9	Other non-compliance of terms Charges	2% p.a. of Sanctioned Limit
10	Insurance Pending Charges	₹ 5000 per policy
Note: * All above penal charges are applicable per thousand (or every part thereof).		
Transaction Charges		
S. No.	Parameters	Charges
1	Cash Deposit Charges in CC/OD/DLOD Account	Upto ₹ 10 Lakh per month – Nil Charges Beyond free limits charges will be ₹4/1000 (Minimum ₹50/transaction)
2	PAP Cheque Book	Free 200 leaves per month, thereafter ₹2/leaf
3	RTGS/NEFT/IMPS Charges	Free
4	Demand Draft payable at AU SFB Locations (through branch)	50 instruments free per month, thereafter ₹50/instrument
5	Demand Draft Payable-Correspondent Bank Location	10 instruments free, thereafter ₹2.50/1000 (Minimum ₹50; Maximum ₹5000)
6	Outstation cheque collection-Corresponding Bank Location	10 instruments free, thereafter ₹5/instrument + courier charges
7	Local Cheque Issued and returned (Insufficient funds)	Up to 2 returns-₹500/instance, 3rd return onwards ₹750/instance
8	Outstation Cheque Issued and returned (Insufficient funds)	Up to 2 returns-₹500/instance, 3rd return onwards ₹750/instance
9	ECS/NACH return (Insufficient funds)	₹500/instance
10	Outward cheque return (Local)	₹100/cheque
11	Outward cheque return (Outstation)	₹100/cheque
12	DD cancellation/Revalidation	₹100/instrument
13	Stop payment of cheque-Branch	₹50 per cheque or range of cheque in series

* Normal Interest on overdue amount will continue to be charged at the applicable ROI of the loan.

Note:

- All of the above fees and charges are subject to change as per the Bank's discretion from time to time. Changes in fees and charges are updated on the bank's website (www.au.bank.in).
- The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Bank shall be applicable and binding.
- ** Prepayment/Foreclosure charges are not applicable in below cases irrespective of source of fund-
 - Term Loan sanctioned to Individual on Floating Rate for other than business purposes
 - Facilities sanctioned/renewed to Individual or Micro or Small Enterprises (MSE) on Floating rate on or after 1st Jan 2026 subject to production of valid Udyam Registration Certificate (URC) validating entity falling under Micro & Small MSE at the time of closure request.
- All of the above fees/charges are exclusive of all statutory and Government taxes. GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges.
- Bank do not levy any loan related and adhoc service charges/inspection charges on priority sector loans up to ₹50000.

Schedule A

1	Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at	Jaipur
2	List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation	(a) Name: CLRMDR Address: D-871 GROUND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 9717012845 Emails ID:- info@clrmdr.com
		(b) Name: Resolve Address: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 011-45131430 Emails ID:- resolve.info@gmail.com
		(c) Name: Easy Solution Address: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 Contact Details: 9212710624 MAIL ID: DJRBCLEGAL18@YAHOO.COM
		(d) Name: SYNERGY ARBITRATION HUB PRIVATE LIMITED Address: C-17, L.G.F, Friends Colony (East), New Delhi-110065 Contact Details: 9999964750 Email ID- admin@synergyarbitration.com
		(e) Name: Nyay 24/7 (Truth Beat Ventures Private Limited) Address: D-126, 2nd Floor, Jan Path, Shyam Nagar, Above Yes Bank, Jaipur, Rajasthan, 302019 Contact Number: 7738357454 Email id: atul.mathur@nyay247.com
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English
5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	

	Borrower- As per Sanction Letter	Registered email id, Mobile no., WhatsApp no.: As per Bank’s records. (Account information)
	Co-Borrower(1) - As per Sanction Letter	
	Co-Borrower(2) - As per Sanction Letter	
	Guarantor(1) - As per Sanction Letter	
	Guarantor(2) - As per Sanction Letter	
Note:- Borrower(s) and other obligors, if any, undertake to inform bank in writing about any change in the registered mobile number, registered whatsapp number and registered e-mail ID. In case of Borrower(s)’s/ obligors ‘failure in communicating any change in the registered mobile number, whatsapp number and e-mail ID to the bank in writing such contact numbers and e-mail ID as on record with the Lender shall continue being the co-ordinates of the respective Party and any communication sent to such co-ordinates shall be treated as a valid service, notwithstanding the contrary/ failed delivery status or report thereof. Proceedings held using such co-ordinates shall be valid and conclusion thereof by way of an order / award shall be binding on the Parties thereto.		

Annexure -1

The below terms are applicable if the Borrower is availing lease rental discounting facility from the Bank. To the extent of any inconsistency or repugnancy between the terms of the loan Agreement and the terms specified herein, the terms of in this Annexure shall prevail:

1. Definitions:

"Lease Agreement" means the Lease Agreement/Lease Deed/ Tenancy Agreement// Leave and License Agreement/ or an Agreement for letting of premises, irrespective of the name by whichever they may be called, and which is entered into between the Borrower and the Lessee.

"Lease Receivables" means the lease rentals or fees or rent or compensation, by which ever name called, which is due to the Borrower under the Lease Agreement entered into between the Borrower and the Lessee.

"Lessee" means the lessee or tenant or licensee, by whichever name they may be called and by whom the Lease Receivables shall be payable to the Borrower under the Lease Agreement entered into between the Lessee and the Borrower.

"Loan" means the loans sanctioned or granted by the Bank in terms of this loan Agreement for meeting the credit, business or personal requirements of the Borrower or for taking over the existing loan of the Borrower from any other lender, refurbishing existing property, business expansion requirements against the security of property/ lease receivables. Loan includes the principal amount of loan and all dues arising or outstanding there under if the context so requires.

"Property" means a real estate property (including a plot of land with or without construction thereon or a flat in a building) and also includes the improvements made or occurred to it and also all benefits arising out of the Property.

2. Security

- The repayment of the loan, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured in such manner including by way of mortgage, securitisation of the Lease Receivables due to the Borrower from its Licensee/ Lessee / Occupant/ Tenant ("Lessee") in favour of the Bank over the property as specified in the Schedule.
- The Borrower shall be liable to furnish to the Bank additional and / or alternate security as decided by the bank in the event of any substantial deterioration in the value of the security and the Borrower shall be bound to provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter from the Bank.
- The Bank shall have the right to decide, in its sole discretion, the mode of mortgage or creation of any other security/additional security to be created by the Borrower for securing the Loan and all other amounts as aforesaid. The Borrower shall be bound to create such security evidencing the same as may be required by the Bank.
- The Borrower shall execute all documents including any bonds, promissory notes for the Loan, power of attorney(s)/ undertakings and agreements as may be required by the Bank at any time during the pendency of this Loan.

3. Event of Default:

In addition to the Event of Default specified in clause no. 26 of the loan Agreement, the below events shall also constitute event of default:

- The value of the property or any security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
- If the Property is destroyed, sold, disposed of, alienated, attached or restrained in any manner;
- The Borrower fails to create the security as provided herein;

Annexure-II
LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,

19-A, Dhuleshwar Garden, Ajmer Road,
Jaipur
("Lender/ Bank"),

LETTER OF GENERAL LIEN, SET-OFF IN RESPECT OF DEPOSITS/CREDIT BALANCES/MARGIN PAYMENTS/ MONIES created in favour of the Lender and CROSS COLLATERIZATION/CROSS LINKING of PROPERTIES, SECURITIES, ASSETS, RECEIVABLES AND SECURITY INTERESTS ("SECURITY") in consideration of the Lender granting or continuing to make available loan/ facility of Rs. _____ (Rupees _____) ("Facility") to the Undersigned, pursuant to the terms of sanction letter ref _____ dated _____.

The Undersigned hereby acknowledges, agrees and undertakes that: -

1. The Bank may, at any time, combine or consolidate all or any of the existing accounts of the Undersigned (of whatsoever nature) and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the Undersigned towards the Bank on any other account or in any other respect, whether as principal, or surety or otherwise, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint.
2. The Undersigned:- (a) shall neither withdraw nor shall be entitled to withdraw any such sums (so that the Bank shall have no obligation to release or repay any such sums to the Undersigned) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to retain such sums and/or apply all or any part of such sums in or towards such payment, discharge or satisfaction; (b) shall not mortgage, charge, pledge, hypothecate or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the Security (except for encumbrance already created in favour of the Bank) and/or whole or any part of such sums.
3. The Bank is authorised, in its absolute discretion, at any time and from time to time to notify any other creditors of the Undersigned of the terms and undertakings set out herein;
4. Notwithstanding anything contrary contained in the Agreement and/or any other document executed in furtherance of the Loan/Facility extended under the Agreement or any other document executed in furtherance of the facility already extended or to be extended by the Lender (which term shall include and the subsidiaries, affiliates/associate entities of the Lender") at a future date ("Transaction Document").
 - A. the Security created by the Undersigned or any other obligor towards the Facility(s) availed under the present Transaction Documents shall also be a continuing security for:
 - (i) all other monies that may be due from and payable by the Undersigned on account of the facilities already availed or to be availed from the Lender.
 - (ii) facility granted / continued to the group companies/associate/affiliates of the Undersigned, as declared from time to time.
 - B. that any security created by the Undersigned and/or the, under any other Transaction Documents executed or to be executed in favor of Lender and against which the Lender has already extended or shall extend facility, shall be a continuing security for the Facility extended under the present Transaction Documents and the security already extended or to be extended, shall not be discharged till the time all facilities already availed or to be availed from the Lender are re-paid in full and discharged to the satisfaction of the Lender.
 - C. that the Lender shall have lien and right of set off over all such security created in favor of the Lender under any Transaction Document executed at present, in past or in future, and against all monies, deposits, assets and other properties of the Undersigned, which are deposited with/under the control of the Lender (or any of its group companies) by giving 07 days' prior notice to the Undersigned.
 - D. that the Lender shall be within its rights to withhold the No Objection Certificates and/or withhold issuance No Dues Certificates and/or withhold the security created, in its sole discretion, for any loan/facility/credit facility pending closure of all other loan/facility/credit facility availed by the Undersigned before or after availing the Loan/Facility/Credit Facility under the present Transaction Documents.
 - E. The Security created under the Agreement and the liability of the Undersigned shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any change in name, merger or

amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of any of the Undersigned.

- F. that in the event of any default being committed by the Undersigned under any other agreement with the Lender, under which the Undersigned is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under the present Transaction Documents and the Lender, shall be absolutely entitled to exercise all or any of its rights under the Agreement including right to set off in respect of any amount standing to the credit of the Undersigned in any/all of the loan/ facility(ies) availed/to be availed from the Bank.

5. Nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to the Bank, whether by law or otherwise, and this letter of general lien, set-off and cross collateralization is in addition and without prejudice to any lien, guarantee, mortgage, hypothecation or security now or hereafter held by the Bank;

6. This letter of general lien, set-off and cross collateralization is governed by and shall be construed in accordance with the laws of India and the Undersigned hereby irrevocably submits to the jurisdiction of the Courts at Jaipur. The Undersigned further undertakes, on the Bank's request, to nominate an agent with an address in India to accept service of any legal process in India on behalf of the Undersigned and such agent shall acknowledge in writing to the Bank its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the Undersigned.

7. The Undersigned hereby expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of the Lender in respect of any other obligations of the Borrower to the Lender or prejudice or effect any general or particular lien to which the Lender is by Law or otherwise entitled to, or operate to prejudice the Lender's rights or remedies in respect of any present or future security, guarantee or obligation given to the Lender by any other person for any indebtedness or liability of the Borrower.

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

Date:

Place:

For the Co-Borrower

Signed and Delivered by the above-mentioned Co- Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Co-Borrower

Date:

Place:

Annexure- III

Example No. - 1 (Term Loan Cases)

IRAC Circular Refer Para No. 2.1.2 (i) - interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan

Example Description - SMA and NPA Classification of Term Loan Cases based on overdue date.

Example Detail: If due date of a loan account is March 31, 2021, and complete dues are not received before the lending institution runs the day-end process on this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. This is further elaborated as below mention table:

Date	DPD	Classification
31-Mar-21 (Due Date)	1/ Overdue	SMA-0
30-Apr-21	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	61 / More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	91 / More than 90 Days / Completion of 39 Days	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower.

Date	Due Amount	DPD	Classification
31-Mar-21 (Due Date)	10000	1 / Overdue	SMA-0
30-Apr-21	10000	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21		61 / More than 60 Days / Completion of 60 Days	SMA-2
31-May-21	10000		
29-Jun-21		91 / More than 90 Days / Completion of 90 Days	NPA
30-Jun-21	10000		
1-Jul-21			Upgradation*

*Upgradation of Account to standard category can be done after total pending due of Rs. 40000 is received from borrower by the Bank

Example No. – 2

IRAC Circular Reference Para No. 4.2.7 (c) - Asset Classification to be borrower-wise and not facility-wise

Para No. 4.2.7.1 -It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

Example Description - NPA Classification on based on borrower wise and not facility wise.

Example: If any Facility of customer is classified as NPA upon running day-end process as on date, all the facility of the customer need to be classified NPA upon same day. It is further explained as below mention table:

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded if arrears of interest and principal are repaid in all the facilities of the borrower

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	
A	Term Loan 1	15-Jul-21	Upgrade*
A	Term Loan 2	15-Jul-21	
A	Cash Credit / Overdraft	15-Jul-21	

**Upgradation of Borrower's accounts to standard can be done if arrears of interest and principal are repaid in all the facilities of the borrower*

DECLARATION

The Borrower acknowledges to have read and understood all the foregoing terms of this Agreement, and the Schedule and Annexures to this Agreement and is affixing its signature/thumb impression/ common seal on the last page of this Agreement evidencing the same. The Borrower further agrees and confirms that the Parties shall not be required to sign at each page of this Agreement and the signatures at the last page of this Agreement would be sufficient for the purposes of this Agreement.

Borrower confirms that whatever has been stated hereinabove in this Agreement is true and correct to the best of its knowledge and belief and the Borrower has entered into this Agreement voluntarily, with full knowledge of its effect and signing of this Agreement at the last page shall be construed as signing of each and every page of this agreement and all other documents.

THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREINABOVE ON THE DAY AND PLACE AFOREMENTIONED.

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

For the Co-Borrower

Signed and Delivered by the above-mentioned Co- Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Co-Borrower

For AU Small Finance Bank Limited

Signed and Delivered by its Authorized Signatory/ Constituted Attorney

Name:

Signature:

On behalf of the within named Bank

Standing Instruction/Mandate/NACH

From: <<Borrower Name>>

Date:

To:

The Branch Head,
AU SMALL FINANCE BANK LIMITED

<<Address>>

Re: Execution of Standing Instructions/Mandate/Existing NACH

Dear Sir,

This is with reference to the sanction letter no _____ dated _____ for facility amounting to Rs. _____ (Rupees _____ only) issued by AU Small Finance Bank Limited ("the Bank").

For Cash credit/ Overdraft/ DLOD/ any other revolving facility:

I/ We, acknowledge and authorize the Bank to debit the amount of the interest wrt the aforesaid facility, capitalized and becoming due and payable, upon utilization of the aforesaid facility by me/ us, from my/ our savings/current accounts maintained with the Bank bearing account number _____ ("CASA"), on the next beginning of day.

In case the amount in the aforesaid CASA account is insufficient for servicing the outstanding capitalized interest amount under the facility, a lien to the extent of such outstanding capitalized interest amount shall be marked on the CASA account by the Bank until the entire outstanding capitalized interest is serviced in full. In case the outstanding capitalized interest under the facility remains un-serviced continuously, the lien in the CASA account to the extent of the outstanding capitalized interest amount would continue to subsist.

For Term Loan:

I/ We authorize the Bank to debit monthly installment amount as mentioned in the repayment schedule as amended from time to time starting from _____ <<first EMI date>> from my/our savings/current accounts with the Bank bearing account number _____, being the monthly EMI due to the Bank.

This instruction is unconditional and irrevocable.

Yours Truly,

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

To,

AU Small Finance Bank Limited,

Disbursement Application Letter

Name of the Borrower	
Sanction Loan Amount	As per sanction letter
Sanction Letter Number	
Disbursement Amount Applied	
Purpose	As per sanction letter

Disbursement application details as below:

Disbursement favoring	Amount of Disbursement	Bank Name	Account no.	IFSC Code	Payment mode (DD/RTGS/ NEFT/ Fund Transfer)	If payment mode is DD, mention DD payable at

Note: No dual financing has been taken on the basis of mentioned invoices.

Regards,

For the Borrower

Signed and Delivered by the above-mentioned Borrower/Authorized Signatory

Name:

Signature:

On behalf of the within named Borrower

**DECLARATION IF THE BORROWER(S)/CO-BORROWER(S)/GUARANTOR(S)/MORTGAGOR(S) SIGNS IN
VERNACULAR LANGUAGE**

The contents of the Loan Application, Sanction Letter, Loan Agreement, power of attorney, memorandum of deposit of title deeds, declaration, promissory note and terms and conditions in other documents such as Letter of Guarantee and any other related ancillary documents have been explained by me to the applicant/co-applicant/guarantor/mortgagor in _____ (name of language in which applicant/co-applicant/guarantor/mortgagor has signed) and the same have been understood by the applicant/co-applicant/guarantor/mortgagor.

English	☐	I/We confirm that the contents of the Application Form/ Loan Agreement / Sanction Letter / Terms and Conditions in other documents were read out and explained to me/us in English and I/We confirm to have understood the same.
Hindi	☐	मैं/हम यह पुष्टि करता हूँ / करती हूँ / करते हैं कि आवेदन पत्र / ऋण अनुबंध / स्वीकृति पत्र / अन्य दस्तावेजों में नियम और शर्तों की विषय-वस्तु को पढ़कर मुझे / हमें हिन्दी में समझा दिया गया है और मैं/हम इसे समझने की पुष्टि करता हूँ / करती हूँ / करते हैं।
Assamese	☐	মই/আমি এইটো নিশ্চিত কৰো/ মই সেই আবেদন পত্ৰখন কৰোঁ/কৰোঁ/ ঋণ চুক্তি/ গ্ৰহণযোগ্যতাৰ পত্ৰ অন্যান্য নথিপত্ৰত চৰ্তাৱলী আৰু নিয়মাৱলীৰ বিষয়বস্তু পঢ়ি, মোক/আমাক অসম ভাষাত ব্যাখ্যা কৰা হৈছে আৰু মই/আমি নিশ্চিত কৰো যে আমি ইয়াক বুজি পাইছো। মই এইটো কৰিম। ব'লা কৰোঁ।
Bengali	☐	আমি/আমরা এটা নিশ্চিত কৰছি/ আমি সেই আবেদন ফর্মটি কৰি / কৰি / কৰি / ঋণ চুক্তি/ গ্ৰহণযোগ্যতাৰ চিঠি অন্যান্য নথিতে শর্তাবলীৰ বিষয়বস্তু পড়ার পরে, আই / ইউ বাংলা ভাষায় ব্যাখ্যা করা হয়েছে এবং আমি / আমরা নিশ্চিত কৰি যে আমরা এটি বুঝতে পেরেছি। আমি এটা কৰবো। চলো এটা কৰি।
Gujarati	☐	હું/અમે આની પુષ્ટિ કરીએ છીએ/ હું તે અરજીપત્રક કંઈ છું/કંઈ છું/ લીન કરાર/ સ્વીકૃતિની પત્ર અન્ય દસ્તાવેજોમાં નિયમો અને શરતોની સામગ્રી વાંચીને, મને/ અમને ગુજરાતી ભાષામાં સમજાવવામાં આવ્યા છે અને હું / અમે પુષ્ટિ કરીએ છીએ કે અમે તેને સમજીએ છીએ. હું તે કરીશ. યાલો તે કરીએ.
Kannada	☐	ನಾನು/ನಾವು ಇದನ್ನು ದೃಢೀಕರಿಸುತ್ತೇವೆ/ ನಾನು ಆ ಅರ್ಜಿ ನಮೂನೆಯನ್ನು ಮಾಡುತ್ತೇನೆ / ಮಾಡುತ್ತೇನೆ/ ಸಾಲ ಒಪ್ಪಂದ/ ಸ್ವೀಕಾರ ಪತ್ರ ಇತರ ದಾಖಲೆಗಳಲ್ಲಿನ ನಿಯಮಗಳು ಮತ್ತು ಷರತ್ತುಗಳ ವಿಷಯಗಳನ್ನು ಓದುವ ಮೂಲಕ, ನಾನು / ನಮಗೆ ಕನ್ನಡ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ನಾವು ಅದನ್ನು ಅರ್ಥಮಾಡಿಕೊಂಡಿದ್ದೇವೆ ಎಂದು ನಾನು / ನಾವು ದೃಢೀಕರಿಸುತ್ತೇವೆ. ನಾನು ಅದನ್ನು ಮಾಡುತ್ತೇನೆ. ಅದನ್ನು ಮಾಡೋಣ.
Konkani	☐	हांव/आमी हाची पुष्टी करतात/ हांव तो अर्ज फॉर्म करता/करता/ कर्जाचो करार/ मान्यतेचें पत्र हेर दस्तावेजांतले शब्द आनी शर्तीचो मजकूर वाचून म्हाका/आमकां कोंकणी भाशेंत उलोवप केल्लें आसा आनी आमकां तें समजटा हाची खात्री हांव/आमी दितात. हांव करतलो. चल करुया तें.
Maithili	☐	हम एकरा पुष्टि करैत छी हम ओआवेदन फार्म करैत छी/ ऋण संविदा/ स्वीकृति क' पत्र आन दस्तावेजमे नियम आ शर्तक विषयवस्तु कें पढ़ि हमरा मैथिली भाषामे स्पष्ट कएल गेल अछि आ हम पुष्टि करैत छी जे हम एकरा बुझैत छी। हम एकरा करब। चलु ई करैत छी.
Malayalam	☐	ഞാൻ /ഞങ്ങൾ ഇത് സ്ഥിരീകരിക്കുന്നു/ ആ അപേക്ഷാ ഫോം ഞാൻ ചെയ്യുന്നു/ ചെയ്യുന്നു/ വായ്പാ കരാർ/ സമ്മതപത്രം മറ്റ് ഡോക്യുമെന്റുകളിലെ നിബന്ധനകളുടെയും വ്യവസ്ഥകളുടെയും ഉള്ളടക്കം വായിക്കുന്നതിലൂടെ, I/Us മലയാള ഭാഷയിൽ വിശദീകരിക്കുകയും ഞങ്ങൾക്ക് അത് മനസ്സിലാക്കുന്നുണ്ടെന്ന് ഞാൻ/ഞങ്ങൾ സ്ഥിരീകരിക്കുകയും ചെയ്യുന്നു. ഞാൻ ചെയ്തോളാം. നമുക്ക് ചെയ്തു നോക്കാം.
Marathi	☐	मी/ आम्ही याची पुष्टी करतो / मी तो अर्ज करतो/ कर्ज करार/ मान्यतेचे पत्र इतर दस्तऐवजामधील अटी व शर्तीचा मजकूर वाचून मला/आम्हाला मराठी भाषेत समजावून सांगितले आहे आणि मला/आम्हाला ते समजले आहे याची खात्री पटते. मी ते करीन. चला ते करुया।
Odiya	☐	ମୁଁ/ଆମେ ଏହା ନିଶ୍ଚିତ କରୁଛୁ / ମୁଁ ସେହି ଆବେଦନ ଫର୍ମ କରେ / କରେ / ରଖି ରୁକ୍ମିନୀ/ ସ୍ୱୀକୃତି ପତ୍ର ଅନ୍ୟ ାନ୍ୟ ଦସ୍ତାବିଜରେ ଥିବା ସର୍ତ୍ତାବଳୀର ବିଷୟବସ୍ତୁ ପଢ଼ିବା ପରେ ମୁଁ/ଆମେରିକାକୁ ଓଡ଼ିଆ ଭାଷାରେ ବର୍ଣ୍ଣନା କରାଯାଇଛି ଏବଂ ମୁଁ/ଆମେ ନିଶ୍ଚିତ କରୁଛୁ ଯେ ଆମେ ଏହାକୁ ବୁଝୁଛୁ । ମୁଁ ତାହା କରୁଛି । ଚାଲୁ ଆମେ ଏହା କରୁଛି ।
Punjabi	☐	ਮੈਂ/ਅਸੀਂ ਇਸ ਦੀ ਪੁਸ਼ਟੀ ਕਰਦਾ/ਕਰਦੇ ਹਾਂ/ ਮੈਂ ਉਹ ਅਰਜ਼ੀ ਫਾਰਮ ਕਰਦਾ/ਕਰਦੀ ਹਾਂ/ ਕਰਦੀ ਹਾਂ/ ਕਰਦੀ ਹਾਂ ਲੇਨ ਇਕਰਾਰਨਾਮਾ/ ਮਨਜ਼ੂਰੀ ਦਾ ਪੱਤਰ ਹੋਰਨਾਂ ਦਸਤਾਵੇਜ਼ਾਂ ਵਿੱਚ ਮੇਰਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਦੇ ਅੰਸ਼ਾਂ ਨੂੰ ਪੜ੍ਹਨ ਦੁਆਰਾ, ਮੈਨੂੰ/ਸਾਨੂੰ ਪੰਜਾਬੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾ ਦਿੱਤਾ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ/ਅਸੀਂ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਅਸੀਂ ਇਸਨੂੰ ਸਮਝਦੇ ਹਾਂ। ਮੈਂ ਇਹ ਕਰਾਂਗਾ। ਚਲੋ ਇਹ ਕਰੀਏ।

Sindhi	☐	اٺون / اسان هن جي تصديق ڪريون ٿا / اٺون اهو درخواست فارم ڪندو آهيان / ڪندو آهيان / قرض جو معاھدو / قبوليت جو خط ٻين دستاويزن ۽ اصطلاحن ۽ شرطن جي مواد کي پڙهي، آءٌ / اسان کي سنڌي زبان ۾ بيان ڪيو ويو آهي ۽ اٺون / اسين تصديق ڪريون ٿا ته اسان ان کي سمجهون ٿا. اٺون اهو ڪندس. اڄ تہ ڪري وٺون.
Tamil	☐	நான்/நாங்கள் இதை உறுதி செய்கிறோம்/ அந்த விண்ணப்பப் படிவத்தை நான் செய்கிறேன்/ செய்கிறேன்/ கடன் ஒப்பந்தம்/ ஏற்புக் கடிதம் பிற ஆவணங்களில் உள்ள விதிமுறைகள் மற்றும் நிபந்தனைகளின் உள்ளடக்கங்களைப் படிப்பதன் மூலம், நான் / எங்களுக்கு தமிழ் மொழியில் விளக்கப்பட்டுள்ளது, நாங்கள் அதைப் புரிந்துகொள்கிறோம் என்பதை நான் / நாங்கள் உறுதிப்படுத்துகிறேன். அதை நான் செய்வேன். அதை செய்வோம்.
Telugu	☐	నేను/మేం దీనిని ధృవీకరిస్తున్నాం. నేను ఆ అప్లికేషన్ ఫారాన్ని చేస్తాను/చేస్తాను/ లోన్ కాంట్రాక్ట్/ అంగీకార పత్రం[మార్పు] ఇతర డాక్యుమెంట్లలోని నియమనిబంధనలలోని విషయాలను చదవడం ద్వారా, నేను/మాకు తెలుగు భాషలో వివరించబడ్డాయి మరియు మేము దానిని అర్థం చేసుకున్నామని నేను/మేము ధృవీకరిస్తున్నాము. నేను చేస్తాను. మనం చేద్దాం.
Urdu	☐	ہم اس کی تصدیق کرتے ہیں / میں یہ درخواست فارم کرتا / کرتا ہوں / قرض کا معاہدہ / قبولیت کا خط دیگر دستاویزات میں شرائط و ضوابط کے مندرجات کو پڑھ کر مجھے اردو زبان میں سمجھایا گیا ہے اور ہم اس بات کی تصدیق کرتے ہیں کہ ہم اسے سمجھتے ہیں۔ میں یہ کروں گا۔ چلو یہ کرتے ہیں۔

For the Borrower	
Name:	Signature:
For the Co-Borrower	
Name:	Signature:
For the Guarantor	
Name:	Signature:
For the Mortgagor	
Name:	Signature:
For AU Small Finance Bank Limited	
Signed and Delivered by its Authorized Signatory/ Constituted Attorney	
Name:	Signature:
On behalf of the within named Bank	