This loan agreement ("Agreement") is made and executed at the place mentioned in Schedule I (S.No.2) and on the date mentioned in Schedule I (S.No.1) by and between: **RUPEEK CAPITAL PRIVATE LIMITED**, a non-banking financial company having its registered office at Plot #45/B, Subham Complex, 1st A Main, Ground Floor, Front Wing(B), Sarakki Industrial Layout, J.P. Nagar, Bengaluru - 560078, Karnataka (hereinafter referred to as the "**Lender**" 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 the One Part;

AND

The Persons listed in Schedule I (S.No.4 to S.No.13) hereto as the borrower and co-borrower (if any) (wherever the context so requires) (hereinafter referred to as the "**Borrower**" and the **Guarantor** (as mentioned in Schedule I S.No. 25) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heir(s), successor(s), legal representative(s), executor(s), administrator(s) and permitted assign(s)) of the Other Part. The Lender and the Borrower are hereinafter collectively referred to as the "**Parties**" and each individually as the "**Party**".

WHEREAS

A. The Lender is a Non-Banking Financial Company registered with the Reserve Bank of India ("RBI") and is inter alia engaged in the business of advancing loans and other financial facilities.

B. The Borrower is engaged in the business as mentioned in Schedule I (S. No.18).

C. The Borrower has approached the Lender and has requested for grant of loan facility for the purpose mentioned in Schedule I (S.No.15) and based on the representations, assurances and warranties of the Borrower which shall be secured by the guarantee provided/ to be provided by the Guarantor, the Lender has agreed to grant loan facility to the Borrower, for an amount aggregating to the facility as mentioned in Schedule I (S.No. 16) subject to the terms and conditions contained in this Agreement.

D. The Parties hereto are now desirous of inter alia entering into this Agreement to set out the terms and conditions in relation to the Facility.

Now this Agreement witnesses that the Borrower and the Guarantor hereby agree with, and undertake to the Lender as follows:

ARTICLE 1 : DEFINITIONS AND INTERPRETATIONS

1.1 In addition to other terms defined in this Agreement, the following words and terms, wherever used in this Agreement, unless repugnant to the meaning or the context thereof, shall have the respective meanings set forth below:

(a) "**Actual Security Margin**" means, at any relevant time, Total Value of Security divided by the Outstanding Amounts.

(b) "**Additional Security**" shall mean such additional security whether immovable or movable as provided by the Borrower to the Lender under Clause 4.7 of this Agreement.

(c) "**Agreement**" means this Agreement as of the date hereof and as amended or supplemented in accordance with the provisions hereof together with Schedules, Annexures attached and/or that may be attached in future thereto.

(d) "**Automated Clearing House**" or "**ACH**" means debiting the Borrower's and/or Guarantor's account, which has been consented by the Borrower and/or Guarantor in writing, for facilitating payment as per the Repayment Schedule stipulated under Schedule III.

(e) "**Asset**" means any property whether movable or immovable and whether tangible or intangible on which a Security Interest is to be created in favour of the Lender including the Property, the acquisition / construction /expansion /extension/ improvement of which is financed by the Lender hereunder.

(f) "**Availability Period**" means the period mentioned in Schedule I (S.No.17).

(g) "**Business Day**" means a day which is not a Saturday, Sunday or a Public Holiday at Bengaluru and on which banks in the State of Karnataka are open for general business.

(h) "**Conditions Precedent**" means the conditions precedent to the disbursement of the Facility to the Borrower and/or Guarantor as given under Sanction Letter.

(i) "**CRILC**" shall mean Central Repository of Information on Large Credits.

(j) "**Penal Charges**" shall mean the charges applicable, upon Event of Default, at the rate specified in Schedule II (Schedule of Charges) hereunder.

(k) "**Demand Promissory Note**" shall mean the demand promissory note executed by the Borrower and/or Guarantor in favour of the Lender with agreed rate of interest, undertaking repayment of the same.

(l) "**Drawdown**" shall mean a drawdown of the Facility by the Borrower in accordance with this Agreement.

(m) "**Drawdown Date**" means the date within the Availability Period on which Drawdown is made and if the Drawdown Date falls on a date which is not a Business Day, then the immediately succeeding Business Day shall be deemed to be Drawdown Date.

(n) "**Drawdown Notice**" means a notice from the Borrower and/or Guarantor to the Lender requesting that all or a portion of the Facility be disbursed to the Borrower.

(o) "**Due Date**" means the date(s) on which any amounts from the Borrower and/or Guarantor to the Lender including the principal amounts of the Facility, interest and/or any other Outstanding Amounts, fall due as per this Agreement, Schedule I, the Sanction Letter and any other document executed with respect to the Facility or as demanded by the Lender.

(p) "**Electronic Clearing System**" or "**ECS**" shall mean an electronic debit clearing service as notified by the RBI, participation in which has been approved by the Borrower and/or Guarantor by giving prior consent in writing to the Lender.

(q) "**Equated Monthly Instalment**" or "**EMI / EMIs**" means the amount, determined by the Lender, payable every month (as per Schedule I: EMI payable) by the Borrower and/or Guarantor to the Lender to amortize the Facility with interest over the period of the Facility computed in accordance with the terms of this Agreement.

(r) "**Events of Default**" shall have the meaning ascribed to it under Article 8 of this Agreement.

(s) "**Facility/Loan**" shall have the meaning ascribed to such term under Recital C of this Agreement.

(t) "**Final Settlement Date**" means the date on which all Secured Obligations and liabilities of the Borrower and/or Guarantor to the Lender have been fully repaid and discharged to the satisfaction of the Lender.

(u) "**Financial Year**" means the period of twelve (12) months commencing from 1st April of a year and ending on 31st March of the following year.

(v) "**Governmental Authority**" shall mean any: government (central, federal, State or otherwise) or sovereign State, judicial, regulatory & statutory authority.

(w) '**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 shall be accordingly interpreted.

(x) "**Guarantor**" means the individuals mentioned in Schedule I (S.No.25)

(y) "**Guarantee**" shall mean corporate/ personal guarantee extended by the Guarantor as a security for the Facility sanctioned by the Lender to the Borrower, as mentioned in this Agreement.

(z) "**Financial Indebtedness**" shall mean any indebtedness for or in respect of: monies borrowed or deposits or advances of any kind;

(aa) "**Interest Rate and Annual Percentage Rate (APR)**" shall mean the rate of interest and the APR as referred to in Schedule I and KFS, respectively.

(bb) "**Key Facts Statement (KFS)**" shall mean the KFS attached to this Agreement.

(cc) "**Law**" includes all statutes, enactments, and acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, court, and tribunal.

(dd) "**Loan Application**" means the application made by the Borrower and/or Guarantor in the form specified by the Lender for availing the Facility and where the context so requires, all other information, particulars submitted by the

Borrower and/or Guarantor to the Lender with a view to avail the Facility.

(ee) "**Outstanding Amounts**" mean principal amount of the Facility outstanding from time to time, and all interests, Penal Charges, interest on overdue EMI / instalment / amount / interest, prepayment charges, costs, commissions, fees & charges, expenses and other amounts due under or in respect of this Agreement.

(ff) "**SPDC**" means undated cheques as a security towards the payment of the Outstanding Amounts along with the interest, with Lender named as the payee therein.

(gg) "**Pre-Equated Monthly Instalment Interest**" or "**PEMII**" means interest at the rate as specified in Schedule I (S.No.26), payable on the Facility from the date of Drawdown to the date immediately prior to the date of commencement of EMI.

(hh) "**Prepayment**" shall mean the premature repayment of the Facility as per the terms and conditions laid down by the Lender in this regard and prevailing at the time of such premature payment by the Borrower and/or Guarantor.

(ii) "**Prepayment Schedule**" means prepayment schedule of the Facility if any as per Sanction Letter.

(jj) "**Property**" means the immovable or movable property as described in Schedule I to this Agreement on which a charge is proposed to be created to secure the Facility.

(kk) "**Purpose**" shall mean the purpose for which the Facility has been agreed to be utilised by the Borrower, as mentioned in Schedule I to this Agreement.

(ll) "**RTGS**" shall mean real time gross settlement.

(mm) "**Repayment Instrument**" means the repayment of Outstanding Amounts under the Facility on or before the Due Dates(s), and/or other amounts payable under this Agreement, 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/mentioned in Schedule I hereunder.

(nn) "**Repayment Schedule**" means the repayment schedule given in Schedule III to this Agreement.

(oo) "**Required Security Margin**" shall be as mentioned in Schedule I (S. No. 24) to this Agreement.

(pp) "**Sanction Letter**" means the letter issued on the date as specified in the Schedule I (S.No.27) to this Agreement, by the Lender to the Borrower and/or Guarantor sanctioning in-principle the Facility being granted hereby.

(qq) "**Security**" means any property whether immovable or movable and whether tangible or intangible on which a Security Interest is proposed to be created in favour of the Lender in furtherance of this Agreement and wherever applicable shall include Additional Security and which is more specifically mentioned in Schedule I (S.No.23) to this Agreement.

(rr) "**Security Documents**" means deed(s), document(s) or any other instrument(s), memorandum or any paper written manually or in electronic media, or any other visual form and whether or not signed, whether or not registered, created or evidencing the creation of any Security Interest in favour of the Lender in respect of Security and Additional Security, if any, for repayment/ payment of the Outstanding Amounts.

(ss) "**Security Interest**" means a guarantee or any interest created on any asset including mortgage, charge, lien, hypothecation of or a third party interest on an asset as and by way of security for repayment/payment of the Outstanding Amounts in respect of the Facility.

(tt) "**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with the failure to pay or delay in paying any of the same).

(uu) "**Term**" or "**Tenor**" shall mean the period as specified in Schedule I (S.No.28) of this Agreement, within which the Facility has to be repaid by the Borrower and/or Guarantor to the Lender along with interest, cost, expenses, fees & charges and other amount as specified in this Agreement.

(vv) "**Total Value of Security**", on a particular date, shall mean the aggregate value of the Security as per the valuation determined by empaneled valuer of the Lender.

(ww) "**Transaction Documents**", include this Agreement, Sanction/Offer Letter, Security Documents, 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/ Guarantor/ 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 In construing this Agreement:

a) references to articles and schedules are references to articles and schedules of and to this Agreement.

b) annexures and schedules form an integral part of this Agreement. In the event of any conflict between any article of the Agreement and any of the annexures and schedules, the provision of the article shall prevail.

c) the Sanction Letter forms a part of this Agreement and all terms and condition relating to the Facility stipulated in the Sanction Letter shall be construed as a terms and conditions contained in this Agreement, however in the event of any conflict between the terms of the Sanction Letter and this Agreement, this Agreement shall prevail.

d) reference to any agreement, including this Agreement, 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).

e) where the Facility is provided to more than one (1) Borrower, but disbursed to only one borrower, it shall be treated as disbursement to all Borrowers.

f) the terms and expressions not herein defined shall have the interpretation and meaning assigned to them in terms of the General Clauses Act, 1897.

g) 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 and/or Guarantor.

ARTICLE 2 : FACILITY, DISBURSEMENT, INTEREST & AMORTISATION

2.1 **Facility**

The Lender at the request of the Borrower and/or Guarantor agrees to grant to the Borrower and/or Guarantor agrees to borrow from the Lender, the Facility, on the basis and subject to the covenants and terms and conditions set forth herein. If in future, the Borrower and/or Guarantor approaches the Lender for grant of additional facility/ increase in the amount of Facility, the Lender shall have the sole discretion for granting the same and the Lender can either proceed with the execution of fresh loan agreement with the Borrower and/or Guarantor or execute a supplemental loan agreement.

2.2 **Drawdown**

A) The Loan/Facility (or any part thereof) may be disbursed by the Lender upon receiving a drawdown request from the Borrower and/or Guarantor. The entire Loan/ Facility should be availed of within the number of months, from the date of loan sanction, as specified in the Schedule (Availability Period). The Borrower's and/or Guarantor's right to make drawdowns 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 for an additional period of such number of days beyond the Availability Period as the Lender may deem fit. If the Loan/Facility is not drawn completely by the Borrower within the Availability Period, then the Lender 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.

B) The Drawdown of the Facility shall be subject to the performance by the Borrower and/or Guarantor of all its undertakings to be performed under this Agreement.

C) Mode of Drawdown shall be in the form of cheque/DD/ online credit/cash as per the request made by Borrower and/or Guarantor in writing and the collection charges, if any, shall be borne by the Borrower and/or Guarantor. Disbursement shall be deemed to have been made to the Borrower and/or Guarantor on the date of Drawdown, by cheque or pay order as the case may be.

D) Drawdown of the Facility shall be made at the discretion of Lender either in lump sum or tranches. In the event the disbursement is to be made in multiple tranches, the Drawdown of each tranche shall be made upon the Borrower and/or Guarantor delivering a Drawdown Notice to the Lender based on the need of the Borrower. The Drawdown Notice shall clearly specify the date of drawdown, amount, facility to be drawn, amount detail of the account for disbursement, date of disbursement.

E) Lender at its sole discretion, can change the prevailing rate of interest/APR on the Facility, either due to change in its policies, or issuance of RBI guidelines and notifications with respect to the same or for any other reason whatsoever and in such an event the term 'Interest Rate/APR' shall for all purposes mean the revised interest rate/APR, which shall always be construed as agreed to be paid by the Borrower and/or Guarantor and hereby secured.

F) Without prejudice to any other provision of this Agreement, the Lender shall proceed with Drawdown of the Facility, upon the Borrower and/or Guarantor duly satisfying the Conditions Precedent and delivering the duly completed Drawdown Notice in respect thereof specifying the matters referred to in Article 2.2(c). Provided that the Lender shall have the absolute discretion to postpone, refuse or cancel the Drawdown even if the Borrower and/or Guarantor is in compliance with all the Conditions Precedent.

G) The Lender may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn/ unavailed/unused portion of the Facility (in whole or part) at any time during the subsistence of the Facility, at its sole discretion, without giving any prior notice to the Borrower(s) and/or Guarantor(s) or without assigning any reasons thereof. The Lender shall also be entitled to recall any disbursed amount of the Facility together with interest, fees, costs, charges and expenses and all other amounts payable by the Borrower and/or Guarantor 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 and/or Guarantor shall repay the outstanding dues under this Agreement duly and punctually as provided herein.

H) Disbursement shall be made directly to Borrower or to any third party on the instruction of the Borrower, provided that the Borrower has provided a written instruction for the disbursement to third party. In case the purpose of Facility is to purchase a capital asset, the Lender shall make the disbursement in favour of the vendor selling such capital asset.

I) The Lender shall have the right to adjust PEMI or any other dues against any subsequent amount of the Facility due to be disbursed by the Lender to the Borrower.

J) The Borrower and/or Guarantor shall not be permitted to withdraw the Facility beyond the Availability Period unless extended by the Lender at its sole discretion and on such terms and conditions as may be acceptable to the Lender (including altering and re-scheduling the Repayment Schedule in such manner and to such extent as Lender may on its sole discretion, decide). Any amount not withdrawn by the Borrower and/or Guarantor by the end of the said Availability Period and/or extended time, if any, shall stand cancelled. Notwithstanding anything contained herein, the Lender may by notice to the Borrower and/or Guarantor (i) suspend the Drawdown and/or (ii) cancel further Drawdowns of the Facility and/or (iii) revise the Repayment Schedule at its sole and absolute discretion, if full Drawdown of the Facility does not take place on or before expiry of the Availability Period or such other period as may be decided by the Lender in accordance with the terms of this Agreement, for any reason whatsoever. The Borrower and/or Guarantor hereby acknowledges and agrees to be bound by such discretion of the

Lender without any demur or protest or default whatsoever.

K) If so required by the Lender, the Borrower and/or Guarantor shall acknowledge receipt of each Drawdown, in the form and manner required by the Lender. The terms and conditions of this Agreement shall cover each tranche disbursed and all tranches together shall be treated as a single Facility for the purpose of this Agreement.

L) The Lender may, at its discretion, maintain appropriate entries in its books of accounts in relation to the Facility and such entries shall be final and binding upon the Borrower and/or Guarantor.

2.3 Interest and APR

a) The Borrower and/or Guarantor shall pay interest on the principal amount of the Facility outstanding from time to time at the Interest Rate/APR mentioned in Schedule I and/or KFS to this Agreement. Such interest shall be paid in arrears, with monthly rests, or at such periods of rest as may be stipulated by the RBI and notified by the Lender in writing from time to time. Provided that in an event the Lender reduces or increases the interest rate prior to the disbursement of the complete amount of the Facility, the applicable rate of interest shall be varied on a weighted average basis with reference to the Facility amounts disbursed/to be disbursed.

b) Interest on the Facility will begin to accrue in favour of the Lender as and from the date of delivery/dispatch of the cheque and/or date of demand draft/pay order for disbursal of amount of Facility, irrespective of the time taken for transit/collection/realization of the cheque by the Borrower and/or Guarantor or its Lender. Interest shall accrue from day to day and shall be computed on the basis of 365 days a year (irrespective of leap year) and the actual number of days elapsed. However, in the event that the Borrower and/or Guarantor intends to pre-close the Facility, the interest would be calculated up to the date of actual prepayment.

c) Without prejudice to the Lender's rights, interest as aforesaid and the other amounts payable by the Borrower and/or Guarantor shall be charged/debited to the Borrower's and/or Guarantor's account and shall be deemed to form part of the Outstanding Amounts.

2.4 Amortization/Repayment

A) The Borrower and/or Guarantor shall amortize the Facility, if not demanded earlier by Lender as stipulated in and in accordance with and subject to the terms & conditions of the Repayment Schedule hereto. However, in the event of delay or advancement, for any reason whatsoever, in the Drawdown of the Facility, the date of commencement of repayment shall be preponed / postponed with such number of days of delay or advancement of Drawdown. The repayment shall comprise of the principal and interest calculated as per this Agreement. In addition to Clause 2.4 (a) above, the Borrower and/or Guarantor shall pay to the Lender, the PEMII every month during the Availability Period, in the event the Borrower and/or Guarantor repays the Outstanding Amounts by way of EMI. The Borrower and/or Guarantor shall amortize the Facility, if not demanded earlier by Lender as stipulated in and in accordance with and subject to the terms & conditions of the Repayment Schedule hereto. To overcome operational issues, holidays etc., the Borrower and/or Guarantor shall at all times keep sufficient balance in bank accounts prior to the due date of EMI, for clearance of EMI on due dates, to avoid Penal Charges and other charges and avoid delinquency status.

B) No notice, reminder or intimation in any manner shall be given by the Lender to the Borrower and/or Guarantor regarding its obligation and responsibility to ensure prompt and regular payment of the Outstanding Amounts to the Lender on Due Dates. It shall be entirely the Borrower's and/or Guarantor's responsibility to ensure prompt and regular payment of the amount including and not limited to EMI and/or PEMII payable by the Borrower and/or Guarantor to the Lender as and when due and in the manner provided herein.

C) The Borrower and/or Guarantor agrees that the repayment of the amount of Facility together with interest, Penal Charges, interest on overdue EMI/ instalment/ amount/ interest, if any, and all such other sums due and payable by the Borrower and/or Guarantor to the Lender shall be payable at any branch of the Lender by way of appropriate Repayment Instrument, acceptable and satisfactory to the Lender. The Borrower and/or Guarantor agrees that the amount shall be remitted to the Lender on the respective Due Date.

D) The Borrower and/or Guarantor hereby agrees, undertakes and confirms that it shall deliver to the Lender Repayment Instrument(s) more particularly described in Schedule I (S.No.22) to this Agreement, towards the payment of the Outstanding Amounts with the Lender named as the payee therein.

E) Any instruction under the Repayment Instrument which is revoked or dishonored shall make the Borrower and/or Guarantor liable for payment of charges as per the prevailing rules of the Lender in force from time to time, in addition to any Penal Charges that may be levied by the Lender and without prejudice to the Lender's right to take appropriate legal action against the Borrower and/or Guarantor for such dishonor/revocation.

F) Without prejudice to what is contained herein, the Lender reserves its right to call upon the Borrower and/or Guarantor to pay the whole or part of the Outstanding Amounts at any time after the date of first Drawdown.

2.5 Penal Charges

(a) All amounts in default for payment (i.e. not paid by the Borrower when due to the Lender) including arrears of EMI, instalment, interest before the commencement of EMI, costs, charges, and expenses debited to the loan account and/or breach of the terms and conditions of the Agreement by the Borrower and/or Guarantor shall attract Penal Charges. Such Penal Charges shall be paid by the Borrower and/or Guarantor from the date of occurrence of such payment default and/or breach of the terms and conditions, as the case may be, until the entire default amount is paid and/or the breach is cured.

(b) The Borrower and/or Guarantor expressly agrees that the rate of Penal Charges is a fair estimate of the loss likely to be suffered by the Lender by reason of such delay/default on the part of the Borrower and/or Guarantor.

(c) Penal Charges shall accrue from day to day and shall be computed on the basis of 365 days a year (irrespective of leap year).

(d) On delay in the repayment of EMI/ instalment/ amount and/or interest and/or any other repayment by the Borrower and/or Guarantor beyond such repayment Due Date, the Lender shall be entitled to charge, in addition to Penal Charges, an interest equivalent to the Interest Rate/APR of the Facility on the entire amount outstanding Whether on account of EMI/ instalment/ amount and/or interest and/or any other repayment by the Borrower and/or Guarantor till the time such default in the repayment continues.

2.6 Prepayment/Foreclosure

The Borrower and/or Guarantor shall be entitled to prepay/foreclose the Outstanding Amounts, post payment of prepayment charges as per sanction letter.

2.7 Fees and operating expenses:

a) The Borrower and/or Guarantor shall, on or before the Drawdown of the Facility, pay to the Lender processing/service fee calculated at the rate provided in Schedule I (S.No.21) to this Agreement, on the amount of the Facility sanctioned by the Lender along with applicable service tax. The processing/service fee shall be non-refundable and in the event the Facility has not been drawn down, the Borrower and/or Guarantor shall still be required to pay such processing/service fee to the Lender. The Lender shall be entitled to recover the non-refundable processing fees/service charge by way of deduction from the Drawdown.

b) The Borrower and/or Guarantor shall be liable to pay all fees and charges mentioned in the sanction letter and schedule.

c) The Borrower and/or Guarantor shall, on or before such date as may be specified by the Lender, bear, pay and reimburse to the Lender all costs (including costs of legal counsel/advisors and legal recourse adopted, travelling, lodging and boarding of representatives of the Lender), fees, charges (including stamp duty, legal and valuation charges and registration charges) and expenses incurred and/or to be incurred by the

Lender, on a full indemnity basis, in connection with the Facility.

d) If at any time hereafter it is found or required that any extra stamp duty is payable on this Agreement and/or if it is ascertained that stamp duty at a rate higher than the duty presently paid on this Agreement is payable/required to be paid, then the Borrower and/or Guarantor shall immediately pay the same with penalty (if any) and keep the Lender indemnified and save harmless at all times from the payment thereof.

e) All amounts payable by the Borrower and/or Guarantor to the Lender under this clause shall be reimbursed by the Borrower and/or Guarantor to the Lender within 07 (seven) days from the date of notice of demand from the Lender and shall be debited to the Facility account maintained with a bank approved by the Lender and shall carry interest at the same rate as payable on the Facility from the date of payment till actual payment.

ARTICLE 3 : TAXES

3.1 The Borrower and/or Guarantor shall make all payments to be made by it hereunder without and free from any Tax deduction and/or other deduction and/or withholding and/or statutory levies/ duties/charges ("Withholding"), unless a Withholding is required by Law.

3.2. Notwithstanding the above, if the Lender is required to make any payment on account of any such interest tax or any indirect Tax, then the Lender shall be entitled to be reimbursed for the same by the Borrower and/or Guarantor along with interest at Interest Rate/APR. Alternatively the interest or sum payable by the Borrower and/or Guarantor shall be increased to the extent necessary to ensure that after making such payment, the Lender receives and retains a sum equal to the sum which it would have received and retained had no such payment or deduction of interest tax or any indirect Tax been made or required to be made.

ARTICLE 4 : SECURITY

4.1 Security

In consideration of the Lender having granted /agreed to grant the Facility to the Borrower and/or Guarantor and in order to secure the due and timely payment of the Outstanding Amounts by the Borrower and/or Guarantor to the Lender and to secure the performance by the Borrower and/or Guarantor of its obligations under this Agreement, the Borrower and/or Guarantor:

(a) agrees that the Outstanding Amounts under this Agreement shall be secured by such Security, including collateral security, as may be prescribed by the Lender, and, if required by the Lender, by such Additional Security as may be acceptable to the Lender.

(b) agrees to execute all such deeds, documents and writings as may be necessary for the purpose of creation of the Security as agreed under this Agreement;

(c) agrees to pledge its shares (in case the Borrower and/or Guarantor is a company) in favour of the Lender in such manner as required by the Lender.

4.2 The Lender shall have the right to decide the place, timing and type of the security, including the manner of creation of Security and/or creation of Additional Security.

4.3 The Lender reserves the right to take any action as may be deemed necessary, in the absolute discretion of the Lender, for the protection and/or perfection of the Security and the cost of the same shall be borne by the Borrower and/or Guarantor. The Borrower and/or Guarantor undertakes to do all acts and things and execute all such documents required by the Lender in this respect, without in any way derogating or affecting the Lender's Security Interest in the Security.

4.4 The Borrower and/or Guarantor agrees and undertakes that Security which has been submitted is purchased/acquired/to be acquired out of the lawful means and from lawful sources of funds as per applicable Laws by the Borrower and/or Guarantor.

4.5 The Borrower and/or Guarantor shall as and when called upon by the Lender, during the term of this Agreement, execute and deliver to the Lender any such agreement(s), document(s), undertaking(s), declaration(s), irrevocable power of attorney(s), etc., that may be required now or hereafter at any time during the Tenor of this Facility/or any other loan or loans granted by the Lender to the Borrower and/or Guarantor hereafter.

4.6 Required Security Margin: The Borrower and/or Guarantor shall maintain the Required Security Margin till the Final Settlement Date.

4.6A. The Borrower and/or the Guarantor hereby agree, undertake and confirm that they shall deliver to the Lender undated cheques (in such number and for such amount as determined by the Lender in its sole discretion) as a security towards the payment of the Outstanding Amount along with the Interest and other applicable charges under the Facility with the Lender named as the payee therein.

4.7 Additional Security

If at any time the Actual Security Margin is below the Required Security Margin or in the event the security furnished by the Borrower is found to be insufficient/ incorrect in value or under any other circumstances, if the Lender deems fit, the Borrower and/or Guarantor shall within thirty (30) days create, provide and furnish to the Lender, to its satisfaction, such additional security as may be acceptable to the Lender ("Additional Security"). The Borrower and/or Guarantor hereby agrees that the Borrower and/or Guarantor shall sign and execute all such other deeds, documents and forms for this purpose as may be required by the Lender. The Borrower and/or Guarantor shall submit all the original certificates and/or any other documents relating to the Additional Security, as required by the Lender within the said period of 30 days.

4.8 Continuing Security

The Borrower and/or Guarantor agrees that the Security created or to be created pursuant to this Agreement shall constitute a continuing security in favour of the Lender.

Such Security shall secure:

the due repayment of all Outstanding Amounts under the Facility; and all present and future liabilities, obligations and indebtedness of the Borrower and/or Guarantor to the Lender, whether arising under this Agreement or under any other loan, credit facility, guarantee, indemnity or financial accommodation granted by the Lender to the Borrower and/or Guarantor from time to time.

The Borrower and/or Guarantor further agrees that the Security shall remain valid and enforceable until all such liabilities have been fully repaid and discharged to the satisfaction of the Lender.

The Security shall not be discharged or affected by:

1. any intermediate payment of the Outstanding Amounts;
2. any settlement or restructuring of the Facility;
3. grant of any additional facilities by the Lender;
4. or any variation in the terms of such facilities.

4.9 Retention of Title Documents

The Borrower and/or Guarantor hereby agrees and acknowledges that the Lender shall be entitled to retain possession of the original title deeds and all other documents relating to the Mortgaged Property or any Security provided under this Agreement.

The Lender shall be entitled to retain such documents until all Secured Obligations and liabilities of the Borrower and/or Guarantor to the Lender have been fully repaid and discharged to the satisfaction of the Lender, whether arising under this Agreement or under any other loan, credit facility or financial accommodation granted by the Lender.

The Borrower further agrees that the Lender shall return the original title deeds and other documents relating to the Security upon full repayment and discharge of all such Secured Obligations in accordance with applicable law and regulatory guidelines.

4.10 Insurance

(a) The Borrower and/or Guarantor shall, during the continuance of Security, at its own cost and expense, keep or cause to be kept the Security 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 and with the Lender mentioned as loss payee in such insurance policy and the Borrower and/or Guarantor shall not do or allow to be done any act which may invalidate such insurance.

(b) In the event the Borrower and/or Guarantor 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 Amounts.

(c) The Borrower and/or Guarantor hereby expressly agrees to pay advance premium against insurance policy along with the repayment of Outstanding Amounts and the Lender shall be entitled to credit the amount of advance premium for insurance policy, so received with the amount of repayment towards Outstanding Amounts, to the account of the Borrower and/or Guarantor which shall be debited to the said account of the Borrower and/or Guarantor at the time of renewal of the insurance policy.

(d) Borrower and/or Guarantor hereby agrees that it shall avail an insurance policy to secure the Security provided by the Borrower and/or Guarantor with any insurance company and shall deposit the insurance policies and all cover notes premia receipts etc., with the Lender against the Facility so given to him/her/it by the Lender.

(e) The Borrower and/or Guarantor hereby agrees that the Borrower and/or Guarantor shall pay the difference amount, if any, at the time of renewal, failing which the Lender shall be entitled to charge late payment charges as per the schedule of this Agreement.

(f) The Borrower and/or Guarantor also, expressly agrees that, in the Event of Default, when the Borrower and/or Guarantor fails to repay for more than 90 (ninety) days, the Lender shall be under no obligation to renew the insurance policy so taken up by the Borrower and/or Guarantor and the amount of advance premium so deposited by the Borrower and/or Guarantor with the Lender shall be forfeited at the sole discretion of the Lender.

(g) If the Borrower and/or Guarantor fails to comply with any of the terms mentioned above in this Clause, the Lender may without prejudice to its rights and remedies under this Agreement and in Law take such steps as it may deem fit to keep and maintain the Security or insurance or renew such insurance at the Borrower's and/or Guarantor's costs, charges and expenses which the Borrower and/or Guarantor on demand shall reimburse to the Lender.

(h) The Lender at its option will have the right to appropriate any monies received/receivable from the insurance company towards the Borrower's and/or Guarantor's obligations to the Lender.

(i) The Borrower and/or Guarantor accepts that the Lender shall not be liable for any loss on account of non-renewal of insurance or creation of Security and/or delay/non-payment by the insurance company/ or any settlement claim by the Borrower and/or Guarantor.

(j) The Borrower and/or Guarantor shall maintain insurance on and in relation to its business and Assets with an insurance company/companies (acceptable to the Lender) against such risks and to such extent as is usual for companies carrying on the business such as that carried on by the Borrower and/or Guarantor and keep alive such insurance during the Tenure of the Facility by making timely payment of the premium. The Borrower and/or Guarantor shall timely deliver to the Lender a copy of such insurance policies and the copy of the receipts of premium paid.

4.11 Cross-Liability

(a) The Borrower and/or Guarantor hereby agrees,

declares and confirms that the Lender may at its absolute discretion, appropriate any payments made by the Borrower and/or Guarantor under this Agreement and/or net proceeds of the sale/ enforcement of the Security towards payment due under any other Financial Indebtedness of the Borrowers and/or Guarantors and its affiliated and such appropriation shall be final and binding upon the Borrower and/or Guarantor, who shall continue to remain indebted to the Lender for payment of dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another Financial Indebtedness.

(b) The Borrower and/or Guarantor hereby further agrees, declares and confirms that the Lender shall at all times have the right of lien (general and specific) and set-off against all of the Borrower's and/or Guarantor's accounts and deposits of any nature (maintained with the Lender) and the right of cross - collateralization/ cross-linking of Borrower's and/or Guarantor's assets and properties, and to make it effective and in the interest of the Lender, the Borrower and/or Guarantor shall execute Annexure I hereunder and/or any other document as the Lender may deem necessary.

ARTICLE 5 : PURPOSE OF THE FACILITY

5.1. The Borrower and/or Guarantor undertakes and confirms that the entire Facility amount shall be utilized/ deployed only for the Purpose and for no other purpose that shall include and not be limited to investment in share market, real estate or for any subsidiary/ associates of the Borrower and/or Guarantor.

5.2. Any default, fraud, legal incompetence during the currency of the limits, non-compliance of agreed terms and conditions, non- submission of required papers, any other irregularities by the Borrower and/or Guarantor will enable the Lender to recall the Facility.

5.3. The Borrower and/or Guarantor further confirms and/or undertakes that the Facility shall not be utilized for the following:

(a) Subscription to or purchase of shares/debentures.

(b) Extending unsecured loans to subsidiary company/ associates or for making inter corporate deposits;

(c) Any speculative purposes or any anti-social purpose or any unlawful purpose;

5.4. The Borrower accepts and Guarantor accepts, acknowledges and confirms that the Lender 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 Lender 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/ Guarantor 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.

5.5. The Lender may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents). The Borrower confirms and expressly consents to the Lender that upon occurrence of an Event of Default, the Lender either by itself (through its officers or employees) or through its appointed third parties (including recovery agents), use the contact details provided by the Borrower and Guarantor to the Lender to get in touch with the Borrower/Guarantor including their authorized signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan

ARTICLE 6 : BORROWER'S COVENANTS

6.1. Affirmative Covenants The Borrower covenants and undertakes to the Lender that, so long as the Facility shall remain outstanding, and until the full and final payment of all money owing hereunder, (unless the Lender waives compliance in writing through its authorized person in this behalf) the Borrower, agrees as under:

(a) The Borrower shall repay the Facility together with interest and all other monies owing to the terms hereof and any note evidencing the same.

(b) The Borrower is (when the property is in existence) or shall be (when property comes into existence) absolutely seized or possessed with and substantially entitled to the property.

(c) The Borrower shall promptly inform the Lender about any litigation, arbitration, investigative, regulatory or administrative proceeding / action having a material adverse effect on:

(i) the condition (financial or otherwise), assets, operations, prospects or business of the Borrower or any of its subsidiaries.

(ii) the ability of the Borrower to perform and comply with its obligations in respect of the Facility;

(iii) the validity, legality or enforceability of, or the rights or remedies of the Lender under this Agreement or any other document in relation to the Facility;

(iv) the validity, legality or enforceability of the Security;

(v) enforcement against the Borrower of any guarantee or indemnity given by the Borrower.

(d) The Borrower shall ensure that its obligations in relation to the Facility shall at all times rank superior to its obligations to any other Lender and it further undertakes that all loans, present and future, of the Borrower shall be subordinated to the Facility.

(e) All terms and conditions of this Agreement including the Repayment Schedule in relation to the Facility shall

remain the same even if any amount under the Facility is being taken over by/assigned to any new Lender.
(f) The Borrower declares that all the amounts including the amount of own contribution paid/ payable in connection with the Security for the Facility, is/ shall be through legitimate source and does not/ shall not constitute an offence of money laundering under the Prevention of Money Laundering Act, 2002.
(g) The Borrower shall notify and furnish details of any additions to or alterations in the Security which might be proposed to be made during the Tenor of the Facility. Any change in the use of the Security shall be only after the written prior consent of the Lender and any failure to comply with this requirement shall be deemed as an Event of Default entitling the Lender to terminate this Agreement.
(h) The Borrower agrees that the Lender or any person authorized by it shall have free access to the Security and books and account of others records of the Borrower for the purpose of inspection at any time during the pendency of the Facility. The Borrower agrees to obtain such authorizations from the owner of the Security (if the Security is being furnished by some other entity/ person) as the case may be. The Lender will have the right to inspect the books of accounts , through their representative/audit firms and also to carry out valuation of the property of the Borrower from an empaneled valuer of the Lender and cost of such inspection and valuation is to be borne by the Borrower.
(i) If any change in the occupation/business of the Borrower or any adverse circumstances connected with the financial position of the Borrower and/or any adverse change with regard to the Security or title thereto (however unimportant the Borrower may consider the same) occurs between the date of Loan Application and the date of Draw down of Facility, the same shall be intimated by the Borrower to the Lender. The Lender reserves its right to revise the Facility sanctioned and re-approve the same. The Borrower will be required to submit at his/its own cost, such other proofs about the stability of his/its income and or the value of the Security as may be deemed necessary under the circumstances.
(j) The Borrower shall inform the Lender well in advance of the Borrower's or any of its directors/partner assuming, guaranteeing, endorsing or in any manner becoming directly or contingently liable for or in connection with the obligation of any person other than itself.
(k) The Borrower shall perform, on request of the Lender, such acts as may be necessary to carry out the intent of the Agreement, or to maintain adequate and proper books, accounts and records in accordance with generally accepted accounting principles and practices, consistently applied which should correctly reflect its financial position and scale of operations and should not radically change its accounting system without prior written notice to the Lender. The Borrower shall ensure that there is no change in accounting system at any time during the Term of the Facility without providing an advance written notice of 30 (thirty) days to the Lender, and the Borrower shall submit to the Lender at regular intervals such statements as may be prescribed by the Lender.
(l) In case there are more than one borrower, each Borrower shall promptly inform the Lender of any distress or other proceedings of court being taken against any of the Borrower's premises/Property/Assets.
(m) The Borrower shall deliver to the Lender in the form and detail satisfactory to the Lender:
(i) Within six (6) months after the close of each Financial Year a copy of the annual report of the Borrower, certified by a chartered accountant of recognized standing;
(ii) Audited annual accounts/balance sheet of the Borrower and Guarantor within One Hundred Twenty (120) days of the close of each Financial Year;
(iii) The Borrower's and Guarantor's financial statements within fifteen (15) days of end of every quarter;
(iv) The Borrower's and Guarantor's half yearly unaudited working results within three (3) months thereafter;
(v) Such other publicly available information and statement in respect of the financial condition and operation of the Borrower as the Lender may from time to time reasonably request and a certificate signed by at least two (2) directors or

partners (whichever applicable) of the Borrower in the following form: "We certify that no Event of Default nor any potential event of default has occurred and/or is in existence and/or continuing hereunder".

(vi) Such other statement or statements or information pertaining to the operations of the Borrowers as the Lender may reasonably require, within such period as required by the Lender from time to time.

(n) The Borrower shall notify the Lender of any change in its residential and official status within fifteen (15) days of such change.

(o) The Borrower shall execute this Agreement, demand promissory note and all such other documents as may be requested by the Lender in the form and manner as required by the Lender, from time to time.

(p) The current shareholders/partners of the Borrower shall maintain their shareholding / stake in the Borrower until all the Outstanding Amounts under the Facility are repaid to the satisfaction of the Lender. The sponsors shall execute a non-disposal undertaking in favour of Lender in respect of their shares/partnership stake in the Borrower.

(q) 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.The Borrower shall duly and punctually comply with all the terms and conditions for holding the Security and all the rules, regulations, bye-laws etc., of the concerned co-operative society, association, limited liability company or any other competent authority, if applicable and pay such maintenance and other charges for the upkeep of the Security as also any other dues etc., as may be payable in respect of the Security or the use thereof.

(r) The Borrower shall comply with and fulfil all the Conditions Precedent and financial covenants.

(s) FURTHER UNDERTAKINGS

(i) It is the responsibility of the borrower to communicate the GSTIN number of a particular state for the purpose of billing.

(ii) In case of unregistered borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST

(iii) 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

(iv) Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act.

(v) The Borrower will forthwith report to Lender all frauds/defalcations along with the action taken/proposed.

(vi) The Borrower shall provide a certificate of a reputed chartered accountant confirming that the Lender's charge over all the Security as provided by the Borrower to the Lender is a first & exclusive charge.

(vii) It is the responsibility of the customer to provide the Lender 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 customer to provide the correct address, the same will be borne by the customer.

(u) The Borrower will promptly inform the Lender about any litigation, dispute, or any proposal by a regulatory body to acquire the Security, or any of it.

(v) The Borrower shall provide information to the Lender about any subsequent credit facility availed by them from any other lending institution.

6.2. Negative Covenants

The Borrower hereby agrees, undertakes and covenants that unless the Lender otherwise agrees in writing, so long as the Facility or any part thereof is outstanding and an Event of Default has occurred and continuing, until full and final payment of all money owing hereunder, the Borrower shall not, without the prior consent of the Lender.

(a) Sell, mortgage, lease, rent, surrender, create or permit to subsist any encumbrance, mortgage or charge /third party rights in respect of or otherwise alienate or deal with the Security or any part thereof.
(b) Distribute dividends/profits or declare bonus shares to shareholders/partners when any instalment of interest or principal payable to the Lender has fallen due and has remained unpaid.
(c) Create, incur or assure any further Financial Indebtedness for borrowed money or for deferred purchases / customers except any financial indebtedness which arises in the ordinary course of business.
(d) Formulate/ effect any merger, amalgamation, reconstruction or consolidation, dissolution, winding up, apply for bankruptcy/sickness.
(e) Grant any loans; grant any credit (except in the ordinary course of business) to or for the benefit of any person other than itself.
(f) Effect any change in capital structure, depreciation method of accounting procedures etc.
(g) Allow the principal shareholders/ directors/ promoters/ partners to withdraw the monies brought in by them or withdraw the profits earned in the business/capital invested in the business until the Final Settlement Date.
(h) Repay any monies brought in by the promoters/ directors/ principal shareholders/ partners and their friends and relatives by way of deposits/loans and advances. Rate of interest if charged will be lower than the rate of interest charged by the Lender.
(I) Withdraw any funds to repay the principal to the providers of subordinate debt, if any, until the Final Settlement Date.
(j) Stand as surety for any person or Guarantee the payment of any loan or the purchase price of any asset during the pendency of the Facility.
(k) Assume, Guarantee, endorse or in any manner become directly or contingently liable for or in connection with the obligation of any person other than itself.
(l) Make any change in the constitution, management or existing ownership, shareholding pattern or control or share capital of the Borrower.
(m) Make any alterations in the memorandum and articles of association or its constitutional documents (as applicable).
(n) Pay any consideration by way of commission, brokerage, fees or in any other form to the Guarantors directly or indirectly.
(o) Conclude any fresh borrowing arrangements either secured or unsecured with any other bank or financial institutions or other sources, borrower or otherwise, nor create any further charge, lien or encumbrance over its Assets and Property.
(p) Undertake any expansion or fresh project or acquire fixed assets, while normal capital expenditure, e.g. replacement of parts, can be incurred.
(q) Undertake Guarantee obligations on behalf of any other Borrower or any third party.
(r) Make any repayment of any other loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted to the Lender from time to time.
(s) If the Borrower is a partnership firm, dissolve, retire or admit new partners in the partnership.
(t) If the Security is an immovable property, Effect any or all or other partition of the Security or enter into any family arrangement or use it for the purpose of business.
(u) If the Borrower is a company or a partnership firm, enter into a reconstruction or arrangement or merge or amalgamate with any other company or body corporate or enter into any partnership.
(v) Change the usage of the Security. If the Security is used for any purpose other than mentioned at the time of the Agreement, in addition to any other action which the Lender might take, the Lender shall be entitled to charge, in its sole discretion, such higher rate of interest as it may deem fit.
(w) Cancel the Facility or refuse to accept disbursement of the Facility, except with the prior written consent of the Lender.
Seek to claim or recover from the Lender, on any grounds whatsoever and/or in any circumstances whatsoever, any purported damages or compensation, direct, indirect or consequential, for any acts or actions whatsoever of the Lender hereunder and/or in respect of the Facility and/or the Security, taken or omitted by the Lender in terms thereof.

ARTICLE 6A : THE GUARANTOR COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

The Guarantor irrevocably and unconditionally, jointly and severally (where there are more than one Guarantor), Guarantees and covenants to the Lender:

(a) that the Borrower shall pay to the Lender, as and when due, the amount of the Loan together with interest, cost, charges, as applicable to the Loan and provided in the Sanction Letter, KFS and Loan Agreement executed with the Lender, together with interest, Penal Charges and interest on overdue EMI/instalment/ amount/interest on the defaulted amounts in the event of delayed payment plus interest tax with monthly rests in respect of the Loan sanctioned to the Borrower by the Lender and all Outstanding Amounts payable under this Agreement.

(b) to pay without any dispute and demur to the Lender, on demand, at any branch of the Lender the defaulted amount along with interest, cost and charges incurred in recovery of the Loan and enforcement of the Assets 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 Loan on the respective Due Date(s) and/or of interest, Penal Charges and interest on overdue EMI/instalment/ amount/interest on the defaulted amounts as more particularly mentioned in the Agreement and KFS 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 Loan, irrespective of any dispute or differences with the Borrower. Guarantor shall not be absolved from its liabilities and the Guarantee extended under this Agreement shall not be avoided, released or affected due to any variation made in the terms of the Sanction Letter/ KFS of this Agreement or by renewal/extension of the Loan with mutual consent of the Lender and the Borrower.

(c) That disbursement of the Loan amount into the Loan account of the Borrower would be an implied consent of the Guarantor to guarantee the Loan availed by the Borrower and to abide by all terms and conditions of Guarantee stipulate in this Agreement and the same shall be valid and binding upon the Guarantors and no dispute shall be raised by the Guarantor as regards the Guarantee extended under this Agreement executed in favour of the Lender.

(d) The liability of the Guarantor under this Agreement is co-extensive with that of the Borrower, and they are to be considered as principal debtors/ obligors to the Lender for all dues, obligations, liabilities and responsibilities undertaken in favour of the Lender under this Agreement. A demand in writing from the Lender shall be conclusive evidence and proof that the Borrower has committed a default, and the Guarantor shall not be entitled to challenge the demand or to contend that no default has been committed by the Borrower.

(e) The Guarantee extended under the Agreement shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation of the Borrower and/or Guarantor.

(f) The Guarantee under this Agreement 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 and/or Guarantor is/be changed or if the management or administration of the Borrower and/or Guarantor or its undertaking/s is/are/be taken over or nationalized 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. The Guarantee shall not be determined or be prejudiced in any way if the Borrower/ Guarantor 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).

(g) Any admission or acknowledgement in writing signed by the Borrower of its liability or indebtedness or otherwise in relation to the Loan 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 the Guarantor, and Guarantor further agrees 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 such payment on Guarantor's behalf and which shall be binding upon the Guarantor for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

The Guarantor further covenants that the liability of the Guarantor under this Agreement shall neither be affected nor reduced, nor shall the Guarantee be discharged by reason of:

(a) any variation in the Loan amount and/or in the terms and conditions of the Agreement and/or any other document, variation in the rate of interest, extension of the date for Repayment of the instalments, if any, or Lender parting with any of the Assets given by the Borrower and/or the Guarantor, and/or postponing for any time or from time to time to enforce or forbear to enforce any remedies or securities available to the Lender at its sole discretion, provided that in the event of any such variation or composition or agreement the liability of the Guarantor shall, notwithstanding anything herein contained or under the law for the time being in force, be deemed to have accrued and the Guarantor 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 Loan as a result of such variation or composition or arrangement;

(b) any contract made between the Lender and the Borrower by which the Borrower be released;

(c) the Lender compounding with, discharging, releasing, varying the liability of or promising to give time or concession to or not to sue the Borrowers without the previous assent of the Guarantor;

(d) any dispute between Lender and the Borrower;

(e) the Borrower or his agents, directors or officers exceeding their powers or the arrangements with Lender being ultra vires;

(f) death of the Guarantor (in case of individual);

(g) Incapacitation of the Borrower and/or the Guarantors on account of any Force Majeure, or

(h) Any proceeding initiated against the Guarantor with respect to his conjugal relationship or dissolution of his family; or

(i) In the event of change in the Guarantor's social, physical and mental status; or

(j) Any change of name of the Guarantors' subsequent to execution of the Agreement;

(k) any other act or omission which would not have discharged or affected the liability of the Guarantor 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

(l) any other act, or omission which, to the extent the Guarantor has not fully discharged its obligations under and in accordance with the Agreement, might otherwise constitute a legal or equitable discharge of the Guarantor's obligations under the Agreement.

The Guarantor, irrevocably and unconditionally, jointly and severally (where there are more than one Guarantor) represents and warrants to the Lender that:

(a) (In case of it being a Corporation/LLP) It is a Corporation/LLP duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and

(b) all corporate and other actions/approvals have been duly taken which are required to be taken by any person to authorize the execution by the Guarantor of this Agreement and of each collateral document, the performance by the Guarantor of obligations contained herein and under each collateral document.

(c) neither the execution and delivery of this Agreement nor the performance by the Guarantors of their obligations under the Agreement 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 Agreement, 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 the constitutional documents or any authorization, judgment, decree or order or any statute, rule or regulation applicable to the Guarantors;

(d) (In case of it being a society) It is a society duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and

(e) The Guarantor(s) confirms that it has not been declared as willful defaulter by RBI or any Lender.

(f) The Guarantors, notwithstanding anything contained under law for the time being in force and any other document, shall be jointly and severally liable to the Lender along with the Borrower and hereby waives all the rights available to it under section 131, 133, 134, 135, 139, 140 and 141 of the Indian Contract Act, 1872 and shall not be entitled to the benefit of subrogation of the Assets held by the Lender as a security for the Loan until all entire Outstanding Amounts due to the Lender under the Loan are fully repaid to the satisfaction of the Lender.

(g) 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: (i) give any notice to, make a demand upto, or take any action against the Borrower; (ii) proceed against, obtain a judgment, file a proof in a winding-up or dissolution of the Borrower, enforce any other rights or security 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.

(h) 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 Agreement;

(i) all information relating to the Guarantors 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;

(j) The Guarantors' consolidated and unconsolidated financial statements/net worth certificate for the current period:

i. 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;

ii. 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);

(k) all of the tax returns and reports, required by law to be filed have been duly filed and all taxes, obligations, fees and other governmental charges upon Guarantors, or their properties, income or assets, which are due and payable, have been paid;

(l) 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 Loan sanctioned/ to be sanctioned by the Lender to the Borrower;

(m) 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 Guarantors and they are not in violation of any statute or regulation of any authority in connection with the conduct of their business and no judgment or order has been issued which has or may reasonably be expected to have a material adverse effect on the Loan sanctioned/ to be sanctioned by the Lender to the Borrower;

(n) 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;
(o) The Guarantors have not been listed on the RBI's exporter's caution list or included in any list of defaulters (including willful defaulters) 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;
(p) 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 Guarantors from any other Lender or financial institution;
(q) The Guarantor shall not charge any commission from the Borrower for the Guarantee issued to secure the Loan;
(r) In the event of death of the Borrower, the Guarantor shall be under an obligation to ensure compliance of the terms and conditions and covenants as stipulated under this Agreement as the Lender may deem necessary which includes unconditional repayment of the entire outstanding dues under the loan to the Lender.
(s) 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:
i. 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
ii. 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.
(t) Until all the Guarantors' obligations under the Agreement with respect to the Loan have been discharged in full and unless the Lender otherwise directs, the Guarantors will not by reason of performance of any of their obligations under this Agreement:
i. exercise any rights of subrogation, contribution, indemnity, set-off or counterclaim or any similar rights against the Borrower or any other person, or
ii. prove in competition to the Lender in the bankruptcy or winding-up of the Borrower; or
(u) claim, rank, prove or vote as a creditor of the Borrower or its/ their estate in competition with the Lender.

ARTICLE 6B : EVIDENCE OF DEBT

The Borrower and the Guarantor, Jointly and severally agree and accept that:
(a)The Borrower and the Guarantor jointly and severally agree and acknowledge that the entries made in the books of accounts and other records maintained by the Lender in the ordinary course of its business, including electronic records, in respect of the Facility, Outstanding Amounts, interest, Penal Charges, costs, charges and expenses, shall be prima facie evidence of the amounts due and payable by the Borrower and the Guarantor to the Lender under this Agreement.
(b) A certificate issued by an authorized officer of the Lender, stating the amount outstanding and due at any particular time, shall be final, conclusive and binding upon the Borrower and the Guarantor, and shall not be disputed or questioned by the Borrower or the Guarantor on any ground whatsoever.
(c) The accounts, records and statements of the Lender relating to the realization, sale, enforcement or recovery of the Security and/or any part thereof, including expenses incurred in connection therewith, shall be sufficient and conclusive proof of the amounts realized and the expenses incurred by the Lender.
(d) In any legal or other proceedings arising out of or in connection with this Agreement, the entries in the books of accounts and records maintained by the Lender, and the certificates issued by the Lender pursuant to this Article, shall be admissible in evidence and shall be binding on the Borrower and the Guarantor.
(e) Any acknowledgement of liability or part-payment made by the Borrower shall be deemed to have been made on behalf of the Guarantor, and the Borrower shall, for such

purposes, be deemed to be the duly authorized agent of the Guarantor. Such acknowledgement or part-payment shall be binding on the Guarantor for the purposes of Sections 18 and 19 of the Limitation Act, 1963.

ARTICLE 7 : REPRESENTATIONS AND WARRANTIES

7.1. The Borrower hereby represents and warrants to the Lender on a continuing basis that:

(a) Confirmation of Loan Application

The Borrower acknowledges and confirms that all the factual information provided by the Borrower and the Guarantor(s) to the Lender in the Loan Application or otherwise in order to avail the Facility and any prior or subsequent information or explanation given to the Lender in this regard and any information provided to the Lender in connection with the Security, is true and accurate in all material respects as at the date it was provided and does not omit to state a material fact necessary in order to make the statements contained therein misleading in the light of the circumstances under which such statements were or are made.

(b) Disclosure of material changes

Since the date of the last audited balance sheet of the Borrower there has been no material change in the financial condition of the Borrower which is likely to materially and/or adversely affect the ability of the Borrower to perform all or any of its obligation under this Agreement nor has any event taken place which is prejudicial to the interest of the Lender.

(c) Charges and encumbrances

There shall be no mortgages, charges, tenancy or leasehold rights, licenses or liens or other encumbrances or any third party rights or any rights of way, light or water or other easements or right of support on the whole or any part of the Security, save and except those disclosed to the Lender.

(d) Litigation

The Borrower and/or the Guarantor(s) are not a party to any litigation, arbitration or administrative or regulatory proceedings or investigations of a material character and that the Borrower and/or Guarantor(s) is not aware, to the best of its knowledge and belief, of any facts likely to give rise to such litigation, arbitration or administrative or regulatory proceedings or investigations or to material claims against the Borrower and/or the Guarantor(s). The Borrower shall supply to the Lender, promptly upon becoming aware of them, the details of any filing by any creditor (financial creditor or operational creditor) which are made or threatened against them, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 or any analogous laws

(e) Disclosure of defects in Security

The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the title of the Security or of any material defect in the Security or its title which has remained undisclosed and/or which may affect the interest of the Lender prejudicially. The Lender shall be entitled to search in the offices of Registrar of Companies and Sub-Registrar regarding the title of the Security.

(f) Public schemes affecting the Security

The Property is not included in or affected by any of the schemes of central/state government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the central/state government or of any corporation, municipal committee, gram panchayat, etc.

(g) Infringement of local laws

No action, suit, proceedings or investigations is pending and / or continuing or, to the knowledge of the Borrower, threatened by or against the Borrower in the municipal magistrate's court, any other court of Law, Governmental Authority or other competent authority in respect of the Security nor has the Borrower and/or the Guarantor(s) been served with any notice for infringing the provisions of the municipal act or any act relating to local bodies or gram panchayats or local authorities or with any other process under any of these acts.

(h) Disclosure of facts

The Borrower has disclosed all facts relating to the Security and has made available to the Lender all title deeds and other documents pertaining to the Security in its possession.

(i) Due payments of public and other demands

The Borrower has paid all public demands such as income tax and all the other Taxes and revenues payable to the government of India or to the state government or to any local authority in respect of the Security to the concerned authorities and that at present there are no arrears of such taxes and revenues due and outstanding in respect of the Security. The Borrower further represents that at the time of creation of Security Interest in favour of Lender, there shall be no arrears of such taxes and revenues dues outstanding in respect of the Security.

(j) Compliance of Know Your Customer (KYC) Policy:

The Borrower is fully aware of the KYC Policy of the Lender and RBI and confirms that the information/ clarification/ documents/ signage provided by it on its identity, address, authorized signatory, board resolution, PAN and all other material facts are true and correct and the transaction, etc. are bonafide and as per Law. The Borrower further confirms that it has disclosed all facts/ information as are required to be disclosed for the adherence and compliance of the provisions related to the KYC Policy.The Lender reserve the right to recall the Facility, enforce the Security and Guarantees, if any, and appropriate proceeds thereof towards the outstanding and recover the balance from the Borrower, if any or close the account in case the required documents are not provided by the Borrower to the Lender.

(k) The Borrower (where such Borrower is an individual) or the director / partner / member of such Borrower (where such Borrower is not an individual), is not a director or specified near relation of a director of a banking company (as specified by the RBI), including director of scheduled cooperative bank, director of subsidiaries / trustees of mutual funds / venture capital funds set up by any banks (including the Lender) or a relative/ near relation (as specified by RBI) of a senior officer of the Lender (as specified by RBI).

(1) The Borrower has the obligation to keep itself acquainted with the rules of the Lender, herein referred to, in force from time to time.

(m) The Borrower is entitled and empowered to borrow the Facility, provide the Security Documents, execute the promissory note, if any and all other documents, and papers in connection with and upon execution, the same will create legal and binding obligations on the Borrower enforceable in accordance with their respective terms, and the person(s) executing such document(s) on behalf of the Borrower have been duly authorized to do so.

(n) All the necessary approvals, for availing the Facility and creating the Security Interest in favour of the Lender have been obtained and/or shall be obtained at the required stage by the Borrower.

(o) The Borrower assures the Lender that in the event any mortgages, charges, tenancy or lease hold rights or other encumbrances or any third party rights are created over the Security, the Borrower shall obtain a no objection certificate from the Lender.

(p) The property, if any, for which the Facility is availed and / or the Security (if immovable property) for the Facility is not agricultural land.

(q) The purpose for which this Facility is taken is not illegal, speculative or nefarious.

(r) The Borrower, if it is a body corporate, shall register the charge created in favour of the Lender in proper form with the Registrar of Companies within a period of thirty (30) days or such other period as is allowed under applicable Law, after the date of creation of charge in favour of the Lender.

(s) This Agreement, and all documents required to be executed under and / or in relation to this Agreement constitute / will constitute valid and binding obligations of the Borrower enforceable in accordance with their own terms, and the person(s) executing such document(s) on behalf of the Borrower have been duly authorized to do so.

(t) The Borrower and / or its group concerns,

affiliates have no over dues / not defaulted in repayment of any amount due and payable to any other bank /financial institutions.

(u) 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 Facility and/or security created by the Borrower in favour of the Lender.

(v) The Borrower agrees, confirms and acknowledges that the Borrower has exercised due care and caution (including, where necessary, obtaining of advice of tax / legal / accounting /financial / other professionals) prior to taking decision, acting or omitting to act, in respect of financing and/or the Security.
(w) No Event of Default or potential Event of Default has occurred and/or is in existence or continuing.
(x) The execution and delivery of this Agreement and documents to be executed in Pursuance here of, including the Security Documents, and the performance of the Borrower's obligations hereunder and thereunder does not and will not (i) contravene any applicable Law, statute or regulation or any judgment or decree to which any of the Borrowers and/or their Assets and/or business and/or their undertaking is subject, or (ii) conflict with or result in any breach of, any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement or contractor binding to which any of the Borrowers are a party or subject or (iii) conflict or contravene any provision of the memorandum and the articles of association and/or any constituting / governing documents of Borrowers. The Borrower 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 other wise entitled to 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 Financial Indebtedness or liability of the Borrower.
(y) The representations and warranties contained herein shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until all sums due or owing hereunder by the Borrower to the Lender have been paid in full, as if made with reference to the facts and circumstances existing on such day.
(z) The Borrower hereby declares that the Borrower is aware that the Lender has agreed to grant the Facility on the faith of the above representations and warranties made by the Borrower from time to time and believing all of them to be true and correct, and that there have not been any material changes therein which may affect the said representations.
(aa) The fair value of the assets of Borrower exceeds its aggregate liabilities; (ii) Borrower has the ability to meet all of its obligations as they mature; and (iii) Borrower has sufficient capital to carry on its business.
(bb) The audited annual accounts of Borrower for the period as asked for by the Lender has been prepared in accordance with generally accepted accounting principles consistently applied and give in conjunction with the notes thereto, a true and fair view of the financial condition and position of Borrower during the Financial Year then ended.
(cc) The Borrower has not taken any corporate or other action, nor have any steps been taken or legal proceedings of any manner been initiated or threatened against the Borrower for winding-up, liquidation, dissolution, administration, re-organization, insolvency, bankruptcy or for appointment of receiver, administrator or other court officer of the Borrower on all or any of the its assets, business or undertakings.
(dd) The Borrower has informed the Lender about all loans/ finances/advances availed by the Borrower from other banks/financial institutions/third parties up to the date of this Agreement to the Lender.
(ee) **No default**
(i) The Borrower and/or its group companies, affiliates have no over dues/not defaulted in repayment of any amount due and payable to any other bank / financial institutions.
(ii) The Borrowers along with their respective directors/partners, as applicable, have not been declared to be a wilful defaulter by RBI / CIBIL / any other agency so authorized / any Governmental Authority. In the event of a person being identified as a wilful defaulter, the Borrowers shall take expeditious and effective steps for removal of such person from the company / partnership as a shareholder / partner or key managerial position of the Borrowers or in the alternative, take expeditious and

effective steps for removal of such person's name from the defaulter list.
(ff) Insolvency No corporate action, legal proceeding or other procedure or step Proceedings or or any other creditors' process has been taken or is currently pending or threatened in relation to the Borrower and/or Guarantor.
(gg) Utilization of Borrower's contribution The Borrower assures the Lender that the Borrower has, prior to receiving the disbursement of the Facility as aforesaid, utilised its own contribution i.e. the cost of the Property less the Facility. The Lender shall have the right to demand proof/certificate from the auditors/ chartered accountant towards investment made by the Borrower(s)/ its promoters towards the cost of the Property.
(hh) Compliance The Borrower assures the Lender that the Borrower has complied with all other pre conditions for disbursement of the Facility.
(iii) Approval from the existing bank/financial institution The Borrower shall obtain approval/no objection certificate of the bank(s) and/or other financial institution(s) from whom the loans have been raised for the Property even though any such approval/no objection is not required to be obtained in terms of the security/ loan documentation entered into by the Borrower with such bank(s) or financial institution(s) and submit the said approval / no objection to the Lender. The Borrower shall also obtain a No Objection Certificate from another bank(s)/financial institution(s) from where the Borrower has taken loans for any of it so their properties.
(jj) In case Borrower is a company, the Borrower shall forward to the Lender a certified copy of the:
(I) resolution passed by the Board of Directors and/or, as the case may be, the shareholders of the Borrower authorising the borrowing herein provided, for execution of this Agreement, the execution of all other documents as may be required to be executed hereunder, the affixation of the common seal of the Borrower to this Agreement and all the other documents (wherever necessary and required by the Lender).
(ii) Resolution passed by the Borrower in general meeting and a certificate from the auditor of the Borrower that the obligations of the Borrower under this Agreement would not exceed the limits prescribed in resolution.
(iii) memorandum of association and articles of association or partnership deed or memorandum and bye laws or trust deed of the Borrower, as may be amended from time to time.
(iv) statement, duly certified by a Chartered accountant, of net worth of key persons of the Borrower.
(kk) The Borrower undertakes to furnish to the Lender a valuation report given by the empanelled/ approved valuer of the Lender with respect to the Asset of the Borrower.
(ll) The Borrower shall submit consent letter for disclosing their name along with all the Guarantor(s) in the Event of Default on the part of the Borrower.
(mm) In case the Borrower is a company or a partnership firm, a copy of the statement, duly certified by a Chartered accountant, of net worth of key persons of the Borrower.
(nn) The Borrower undertakes to furnish to the Lender a valuation report given by the approved/ empanelled valuer of the Lender with respect to each of the assets/ Security of the Borrower.
(oo) The Borrower undertakes to furnish to the Lender a certified copy of the CIBIL report in respect of the Borrower and the Guarantor(s) and in case the Borrower is a company or a partnership firm, of the directors or partners also.
(pp) The Borrower shall disclose the name of Lender in its pamphlets/brochure and shall also append the information relating to security while publishing advertisement of a particular scheme in a newspaper/ magazine.
(qq) The Borrower shall also indicate in their pamphlets/ brochure that they would provide no objection certificate/ permission of the Lender for sale of flats/ property, if required.
(rr) The Borrower expressly recognizes and accepts that the Lender shall, without prejudice to its right to perform such activities itself or through its officer or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Lender's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Lender all amounts hereunder and to

perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower or otherwise contacting the Borrower, receiving the instalments vide Repayment Instruments in the name of the Lender entering into a compromise with the Borrower, giving a valid receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as the third parties may consider appropriate for the purpose. For the purpose aforesaid or for any other purpose at the discretion of the Lender, the Lender shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrowers and the Facility, and the Borrowers hereby consent to such disclosure by the Lender. Notwithstanding the above, the Borrowers expressly accept and authorize the Lender (to disclose such to third party information pertaining to the Borrowers and the Facility and the Borrowers hereby consents to such disclosure by the Lender.

ARTICLE 8: EVENT OF DEFAULT AND CONSEQUENCES

8.1. The Borrower and/or Guarantor expressly and irrevocably hereby agrees and declares that each of the following events or events similar thereto shall constitute an "Event of Default":

(a) Non-Payment

If the Borrower and/or Guarantor fails to pay within the time stipulated and in the manner specified in this Agreement for any sum due hereunder, whether principal / interest(s) / costs / fees & charges / expenses or otherwise due from it hereunder and / or in accordance with terms of any other document executed or written in pursuance thereof.

(b) General Default

The breach of, or omission to observe, or default or delay by the Borrower and/or Guarantors in observing any of its, obligations, commits any breach of any of the terms, representations, warranties, convenience, covenants or undertakings or any term, condition, provision of this Agreement, Sanction Letter or of documents of any other facility availed by them from the Lender or its promoters/subsidiaries, assigns or any group company or associates.

(c) Non-creation / jeopardization of Security

Failure to create and perfect the Security, or to create, maintain or submit any document regarding creation and /or perfection of the Security, to the satisfaction of the Lender or any act or circumstances of the Borrower and/or Guarantor which could, in the sole determination of the Lender, jeopardize, in any way, the Security, shall be construed as an Event of Default. Similarly, occurrence of an event which would in any manner jeopardize the Security would also be construed as an Event of Default.

(d) Failure to create Additional Security

The Borrower and/or Guarantor fails to create Additional Security to the satisfaction of the Lender.

(e) Mis-Representation

Any representation or warranty or assurance or covenant on the part of the Borrower and/or Guarantor made (to the Lender or its employees) or deemed to be made or repeated in pursuant to this Agreement or in any notice,certificate or statement or other writing referred to herein or delivered hereunder comes to knowledge of the Lender to be incorrect or misleading in any material respect or concealment of necessary or essential information by the Borrower and/or Guarantor based on which the Lender has been prompted to act and enter into this Agreement.

(f) Cross Default

If any cross default as below occurs:

(i) any Financial Indebtedness above such amount as the Lender may reasonably determine, is not paid when due nor within any originally applicable grace period;or

(ii) any default occurs under any agreement relating to such Financial Indebtedness;or

(iii) any commitment for any debt of the Borrower and/or Guarantor is cancelled or suspended by a credit or as a result of an Event of Default (however described); or

(iv) any creditor of the Borrower and/or Guarantor becomes entitled to declare any debt due and payable prior to its specified maturity as a result of an Event of Default (however described); or

(v) if the facilities availed by the Borrower are not used for the purpose they have been sanctioned;or

(vi) if any objection or dispute has been raised by the Borrower and/or Guarantor with regard to the execution or for the signatures on any of the deeds or documents; or

(vii) any encumbrance over any undertaking or assets of the Borrower and/or Guarantor to secure any other debt becomes enforceable; or

(viii) makes a general assignment for the benefit of or a composition with its creditors and/or admits or is ordered to pay any liability; or

(ix) commences readjustment or rescheduling, in the light to financial difficulties or in contemplation of any default, Event of Default or potential event of default under any agreement relating to the same (howsoever described), of any Financial Indebtedness.

(g) Cessation of Business

The Borrower ceases or threatens to cease to carry on the business it carries as on the date hereof.

(h) Insolvency

(I) An application is filed by any financial creditor or any operational creditor of the Borrower and/or Guarantor or itself for the insolvency resolution process under the Insolvency and Bankruptcy Code,2016.

(I) Material Adverse Change

There occurs any event, incident or situation, such as and including but not limited to any material adverse change as determined solely by the Lender in the business or financial or other condition or operations or prospects of the Borrower and/or Guarantor in which the Borrower and/or Guarantor has invested, including any legal or other action taken by any creditor against the Borrower and/or Guarantor, which in the sole opinion of the Lender is prejudicial to the interests of the Lender or in the sole opinion of the Lender is likely to materially affect the financial condition of the Borrower and/or Guarantor or the security provided by the Borrower and/or Guarantor and/or its ability to perform all or any of its obligations under this Agreement and/or otherwise in respect of the Facility and to comply with any of the terms of this Agreement and/or for the Facility ("Material Adverse Change"). Such information shall reach the Lender within ten(10) days of any such event.

(j) If any regulatory proceedings are initiated or likely to be initiated, at the sole discretion of the Lender, against the Borrower and/or Guarantor.

(k) If any Governmental Authority shall have condemned, nationalized, seized, or otherwise expropriated all or any part of the Assets of the Borrower and/or Guarantor or shall have assumed custody or control of the business or operations of the Borrower and/or Guarantor, or shall have taken any action for the dissolution of the Borrower and/or Guarantor, or any action that would prevent the Borrower and/or Guarantor, or its officers from carrying on its business or operations or a substantial part thereof.

(l) If the Borrower and/or Guarantor sells, transfers or creates any tenancy or leasehold rights or otherwise dispose of the whole or a substantial part of the undertaking or Assets, Security, and Additional Security whether by a single transaction or a number of transactions, without the prior written consent of the Lender.

(m) It is or becomes unlawful for the Borrower and/or Guarantor to perform all or any of its respective obligations, as determined by the Lender under this Agreement and Security Documents, and such unlawfulness is not remedied within five (5) Business Days after written notice of such unlawfulness shall have been given to the Borrower and/or Guarantor by the Lender (except in any case where the unlawfulness is incapable of remedy, when no such notice as is mentioned herein will be required).

(n) If the Lender is of the opinion that the Borrower's liabilities exceed the Borrower's and/or Guarantor's assets or that the Borrower is carrying on business at a loss.

(o) If the Security furnished by the Borrower and/or Guarantor is subsequently found to be of inferior value to that as declared by the Borrower and/or Guarantor to the Lender and/or the Security becomes infructuous.

(p) If the value of the Security depreciates to such an extent that in the opinion of the Lender further security, to the satisfaction of the Lender, should be given and the same is not furnished within seven (7) days from the date the Borrower and/or Guarantor was called upon to do so.

(q) The Borrower and/or Guarantor acts or desists from acting and such act or desistance jeopardizes the powers vested in the Lender under this Agreement or any power(s) of attorney from being exercised solely by the Lender (acting through its Authorized Representatives/ or officers).

(r) If there is any commencement of a legal process against the Borrower and/or Guarantor under any criminal Law in force.

(s) If any dispute arises among the Borrower and Co- Borrower and/or Guarantor resulting in delay/default in repayment or possible delay in repayment is envisaged by the Lender.

(t) In cases where any dispute or legal proceeding is initiated/ pending between Borrower(s) interse and / or Guarantor(s) interse and/or between Borrower(s) and the Guarantor(s).

(u) In cases where any dispute or legal proceeding is initiated/ pending between the partners of firms which in the opinion will affect the repayment capacity of Borrower(s) and/or Guarantor(s).

(v) In cases any of the Borrower (s) and / or Guarantors request for the withdrawal of the facility, foreclosure, termination of the agreement or for taking the possession of the Security or for initiation of legal proceedings for taking possession of the Security or show the inability to abide by the terms and conditions of the this Agreement or any other facility availed by them from the Lender or its promoters / subsidiaries, assigns or any group company or associates.

(w) If any ordinance/legislation has been promulgated/ legislated there by the centre or by any state legislature which in the opinion of the Lender may affect Borrower' s business.

(x) If the actual security margin has become less than the Required Security Margin and the Borrower and/or Guarantor fail to furnish Additional Security with the Lender which is necessary to maintain the Required Security Margin.

(y) If the Borrower and/or Guarantor fails to furnish information/documents as required by the Lender in the form prescribed/ approved by the Lender in terms of this Agreement.

(z) The title of the Security is found to be defective or any statutory authority including but not limited to municipal corporation has initiated any action against the Borrower and/or Guarantor or its director/partner in relation to the Security.

(aa) The Borrower and/or Guarantor create or attempt to create any encumbrance, charge, lien or any other third party rights over the Security.

(bb) The Borrower and/or Guarantor gives on rent or lease or license or part with the possession of the Security and/or enters into any similar agreement/ understanding without written consent of the Lender.

(cc) The Security under this Facility is confiscated, attached, taken into custody by any authority or subject to any execution proceeding or legal proceeding, any other dispute of the Borrower and/or Guarantor with respect to Security and/or if any attachment or distrait is levied on the Security or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the Borrower and/or Guarantor.

(dd) The Security/Additional Security has been used or alleged to have been used for any illegal purpose or activity.

(ee) If any consent, authorization, approval or license of or registration with or declaration to governmental or public bodies or authorities required by the Borrower and/or Guarantor in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower and/or Guarantor of its obligations hereunder is modified in a manner unacceptable to the Lender or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect.

(ff) If the Borrower and/or Guarantor makes or is deemed to have made any substantial change in the ownership, shareholding pattern, share capital, constitution or management of the Borrower and/or Guarantor without previous written consent of the Lender.

(gg) If for any unforeseen reason the transaction turns out to be unviable for the Lender.

(hh) If the Security or any part thereof is demolished by the municipal corporation or any other authority for any reason whatsoever.

(ii) If the Borrower and/or Guarantor fails to sign and deliver to the Lender the balance confirmation of the Facility as and when so required by the Lender, within thirty (30) days after receiving the balance confirmation statement from the Lender.

(jj) If there is any breach of the terms and conditions of the Repayment Schedule.

(kk) If there are any material changes in the proposal for which this Facility is sanctioned.

(ll) If any material fact concerning Borrower's and/or Guarantor's profit or ability to repay or any other relevant aspect of its Loan Application is withheld, suppressed or concealed or not made known to the Lender.

(mm) If the Borrower and/or Guarantor fails to fulfil the terms of the undertaking furnished by it.

(nn) If the Borrower and/or Guarantor is unable generally to pay its debt as they fall due, commences negotiations with any one or more of its creditors with a view to general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, Event of Default or potential event of default under any agreement relating to the same, howsoever described, of any Financial Indebtedness, or makes a general assignment for the benefit of or composition with its creditors of admits or is ordered to pay any liability and such liability is not paid when due (provided that for the avoidance of doubt any reference in this sub- article to any Financial Indebtedness shall not include any Financial Indebtedness which is being disputed and in respect of which no court order has been made against the Borrower and/or Guarantor to pay such Financial Indebtedness).

(oo) The Lender shall at its sole and absolute discretion consider that the Facility should be revoked for whatever reason the Lender may deem fit and proper.

(pp) any other Event of Default mentioned in the Sanction Letter.

8.2 Consequences of Event of Default

Upon the occurrence of any Event of Default and at any time thereafter, the Lender may, without prejudice to any other rights or remedies available under this Agreement or under applicable law:

(a) Acceleration

declare the Facility and all Outstanding Amounts immediately due and payable;

(b) Suspension or Cancellation of Undrawn Facility

cancel, suspend or terminate any undrawn portion of the Facility and terminate the Borrower’s right to make further withdrawals;

(c) Demand for Payment

demand all or any part of the Outstanding Amounts together with accrued interest and all other amounts payable under this Agreement and/or any other agreement between the Borrower and the Lender, which shall become immediately due and payable without further notice or demand;

(d) Enforcement of Security

Upon the occurrence of an Event of Default and during its continuance, the Lender shall be entitled to enforce the Security created under this Agreement in accordance with applicable laws including, without limitation, the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) and the rules made thereunder.

Without prejudice to the generality of the foregoing, the Lender may exercise all rights available to a secured creditor under the SARFAESI Act, including issuing demand notices, taking possession of the secured assets, appointing a manager for the secured assets, and selling, leasing or otherwise transferring the secured assets for recovery of the Outstanding Amounts.

(e) Set-off and Appropriation

exercise any right of lien, set-off, appropriation or cross-collateralization against any accounts, deposits or monies of the Borrower and/or Guarantor with the Lender;

(f) Possession of Property

enter upon and take possession of the Property and/or Security in accordance with applicable law;

(g) Sale of Security

sell or otherwise dispose of the Security or any part thereof and apply the proceeds towards repayment of the Outstanding Amounts;

(h) Partial Enforcement

sell or realize sufficient Security to recover the defaulted amounts without accelerating the entire Facility;

(i) Transfer or Disposal of Property

transfer, lease, license or otherwise deal with the Property or Security in favour of the Lender or any third party in accordance with applicable law;

(j) Other Remedies

exercise any other rights or remedies available to the Lender under this Agreement, applicable law or in equity.

8.3. FINALITY IN RELATION TO EVENT OF DEFAULT

On the question whether any of the above Event of Default has occurred, the decision of the Lender shall be final, conclusive and binding on the Borrower and/or Guarantor. If and when the Lender decides that there is an Event of Default, the Borrower and/or Guarantor shall sign and execute a declaration confirming that the Event of Default has occurred, in the form provided by the Lender.

ARTICLE 9: SECURITIZATION / DIRECT ASSIGNMENT

9.1. The Borrowers and/or Guarantor Agree that the Lender may in its discretion, at any time,without the consent of the Borrower and/or Guarantor shall be absolutely entitled and have full power and authority to sell, assign, securitize, novate, discount or transfer in any manner,in whole or in part, and in such manner and on such terms as the Lender may decide, including reserving a right to retain its power hereunder to proceed against the Borrower and/or Guarantor on behalf of the purchaser/ customers, assignee, novatee or transferee, any or all outstanding and dues of the Borrower and/or Guarantor to any third party of the Lender's choice without reference to or without written intimation by the Lender, and any such action and any such sale, assignment, securitization, novation, discount or transfer shall bind the Borrower and/or Guarantor to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively with the right to the Lender to continue to exercise all power hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or the Lender as the Lender may direct. Any cost in this behalf, whether on account of such sale, assignment, securitization, novation, discount or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower and/or Guarantor. The Borrower and/or Guarantor acknowledges and undertakes to pay to third parties the difference between the Outstanding Amounts and the amount received by the Lender in the event of transfer of the portfolio to a third party. The third party shall have the authority to collect the due amounts.

9.2. The Borrower and/or Guarantor shall not be entitled to directly or indirectly assign/ securitize or in any manner transfer, whether in whole or part, any rights, the benefit or obligations under this Agreement and Transaction Documents/loan documents.

9.3. 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 Agreement such information about the Borrower and/or Guarantor, as the Lender shall consider appropriate.

ARTICLE10 : SET-OFF

10.1 Without prejudice to any rights of the Lender, the Lender shall have a paramount lien and right of set-off against all monies, deposits, assets and other properties of the Borrower and/or Guarantor (whether held singly or jointly with any other person) with or without notice to the Borrower and/or Guarantor, which are deposited with/under the control of the Lender (or any of its group companies) whether by way of security, fixed deposit or otherwise pursuant to any contract/agreement entered /to be entered into by the Borrower and/or Guarantor in any capacity. To give effect to this clause and in the interest of the Lender, the Borrower and/or Guarantor shall execute Annexure I hereunder and/or any other document as the Lender may deem necessary.

ARTICLE 11: INDEMNITY

11.1 The Borrower and/or Guarantor undertakes to indemnify and keep Lender and its officers/employees fully indemnified and harmless at all times from and against any and all the consequences, losses, damages, fees, liability, costs(including cost of legal proceedings and legal counsel) and expenses suffered or incurred by the Lender and any/all actions, suits, claims, proceedings, application against the Lender or any of its officers, employees or agents which the Lender may suffer on account of (i) breach of any of the terms, condition, covenants, statements, undertakings, representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time and/or (ii) on account of any defect in the title of the Security or by reason of any suit, application, proceeding, complaint filed by any third party for whatsoever reason. The Borrower and/or Guarantor hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower and/or Guarantor. Similarly, in the event of any claims being made on Lender, on account of any breach of warranty, representations, non-compliance of any applicable Law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower and/or Guarantor or its employees, agents, being false, the Borrower and/or Guarantor undertakes to pay on first demand made by Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within seven(7) Business Days of the demand being made.

ARTICLE 12 : DISCLOSURE OF INFORMATION

12.1. The Borrower and/or Guarantor hereby agrees and consents, as a pre-condition relating to the grant of the credit facilities given to the Borrower by the Lender, that, in case the Borrower and/or Guarantor commits any default in the repayment of any of the Outstanding Amounts to the Lender, the Lender and/or RBI shall have unqualified right to disclose or publish the name of the Borrower and/or Guarantor and/or its directors as defaulters (including as Willful Defaulters) and furnish to Trans Union CIBIL Limited and other agency so authorized by RBI, Borrower's and/or Guarantor's name as defaulter in such manner and through such medium as the Lender or RBI in the absolute discretion may think fit Notwithstanding the above the Borrower and/or Guarantor understands that as a pre-condition relating to grant of the Facility to the Borrower, the Lender requires the Borrower and/or Guarantor's consent for the disclosure by the Lender of information and data relating to the Borrower and/or Guarantor(s), of the Facility availed of /to be availed by the Borrower, obligations assured/ to be assured by the Borrower and/or Guarantor in relation thereto and default, if any, committed by the Borrower and/or Guarantor(s) in discharge thereof. Accordingly, the Borrower and/or Guarantor hereby agree and give consent: (a) for the disclosure by the Lender of all or any such information and data relating to the Borrower and/or Guarantor(s) including name and the names of their directors; (b) for the disclosure by the Lender of all or any such information or data relating to any loan/credit facility availed of /to be availed by the Borrower; (c) for the disclosure by the Lender of all/any default, if any, committed by the Borrower and/or Guarantor in discharge of obligations of the Borrower and/or Guarantor(s) under this Agreement as the Lender may deem appropriate and necessary to disclose and furnish to Trans Union CIBIL Limited and any other agency authorized in this behalf by RBI; (d) to publish the name of the Borrower and Guarantor(s) and/or the names of its Directors 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 the absolute discretion think fit.

12.2. The Borrower and/or Guarantor hereby declares that the information and data furnished by the Borrower and/or Guarantor to the Lender are true and correct.

12.3. The Borrower and/or Guarantor hereby declares that the Trans Union CIBIL Limited 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.

12.4. 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 Agreement such information about the Borrower and/or Guarantor(s) as the Lender may deem appropriate.

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

ARTICLE 13 : MISCELLANEOUS

13.1. Inspection, refinance etc.

(a) The Lender shall have the option to obtain any refinance facility or loan from any company, bank, institution or body, against any security that may have been furnished by the Borrower and/or Guarantor to the Lender.

(b) The Lender shall have the authority to make available any information contained in the Loan Application form and/or any document or paper or statement submitted to the Lender by or on behalf of the Borrower and/or Guarantor and/or pertaining or relating to the Borrower and/or Guarantor and/or to the Facility including as to its repayment conduct, to any rating or other agency or institution or body as the Lender in its sole discretion may deem fit. The Lender shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Facility and/or the Borrower and/or Guarantor from any source or person or entity to whom the Borrower and/or Guarantor hereby authorises to furnish such information.

13.2. The terms and conditions of this Agreement shall be binding on the legal representative(s), heir(s), executor(s), administrator(s), successor(s) and assign(s) of the Borrower and/or Guarantor and the successor(s) and assign(s) of the Lender.

13.3. Benefits The terms and provisions of this Agreement shall be binding upon and the benefits hereof shall insure to the Borrower's and/or Guarantor's and the Lender's successor(s) and permitted assign(s) respectively.

13.4. The Lender has the right to alter or modify any condition or stipulate fresh condition under any intimation to the Borrower and/or Guarantor.

13.5. Overriding Effect This Agreement and the other documents attached hereto or referred to herein integrate all the terms and conditions mentioned herein and/or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any agreement or document attached hereto or referred to herein, the terms, conditions and provisions of this Agreement shall prevail.

13.6. Notice

(a) Every notice, request, demand or other communication to be given by one Party to the
other under this Agreement shall:

(i) be in writing delivered personally or by Registered post or through courier.

(ii) be deemed to have been received when delivered personally, at the times of delivery and if given by registered post/courier, forty-eight(48) hours after it has been put into post/courier.

(iii) be sent to the Borrower and/or Guarantor and/or the Lender at their addresses first herein above mentioned or to such other address as either Party may in writing hereafter not if to the other Party.

(b) A certificate by an officer of the Lender that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Borrower and/or Guarantor.

13.7. Assignment/ Transfer The Borrower and/or Guarantor shall not assign or transfer any of its rights and/or obligations under this Agreement.

13.8. Amendments

Any variation or amendment of this Agreement (or of any of the documents referred to in it) is valid only if it is in writing and signed by or on behalf of each Party.

13.9. Waiver

The Borrower and/or Guarantor confirms that no delay in exercising or omission to exercise, any right, power or remedy accruing/available to the Lender upon occurrence of any Event of Default under this Agreement or any other agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such Event of Default; nor shall the action or inaction of the Lender in respect of any Event of Default or any acquiescence by it in any Event of Default, affect or impair any right, power or remedy of the Lender in respect of any other Event of Default. Every right and remedy of the Lender shall continue in full force until the Lender specifically waives it by a written instrument. All remedies either under this Agreement or by Law or otherwise afforded to the Lender shall be cumulative and not alternate.

13.10 Unless otherwise agreed to by Lender any payment due and payable under the Loan Agreement and made by the Borrower and/or Guarantor or received by Lender would be appropriated towards such dues in the order, namely:

(a) EMI or principal amount of the Loan

(b) PEMI

(c) Costs, Charges, Expenses, Incidental charges and other monies that may have been expended by Lender in connection with recovery;

(d) Penal Charges/ interest on overdue EMI/instalment/amount/interest and/or liquidated damages on defaulted amounts;

(e) Commitment charge and fees;

(f) towards 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.

ARTICLE 14 : THE LENDER'S RECORDS TO BE ACCEPTED BY BORROWER AND/OR GUARANTOR

14.1 The records maintained by the Lender in its ordinary course of business shall be the final proof for the due amounts from the Borrower and/or Guarantor in respect of the Facility under this Agreement. A certificate in writing by a duly authorized officer of the Lender or a system generated electronic certificate stating the amount due from Borrower and/or Guarantor in respect of the Facility at any particular time shall be conclusive evidence against the Borrower and/or Guarantor in respect of payments due from the Borrower and/or Guarantor to the Lender under this Facility.

Borrower and/or Guarantor shall carry out all its family transactions through the Lender.

ARTICLE 15 : ARBITRATION

15.1. 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 the seat of all/any arbitration proceedings shall be at Bengaluru 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., Bengaluru.

The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, 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 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 Bengaluru, India 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.

ARTICLE 16 : GOVERNING LAW AND JURISDICTION

16. This Agreement, Transaction Documents and all documents executed under/in relation to this Agreement shall be governed by and construed in accordance with the laws of India and the disputes arising under this Agreement shall be subject to the jurisdiction of courts in Bengaluru.

ARTICLE 17 : SUCCESSION

17.1. In case of the death of the Borrower and/or Guarantor, where the Borrower and/or Guarantor is an individual, the legal representative shall do the following:

(a) Replace the Repayment Instruments, fees, charges, and residual cheques signed by the deceased Borrower and/or Guarantor, in the same manner as provided in this Agreement as if he were the Borrower and/or Guarantor in the first instance.

(b) Execute a fresh Agreement, Powers of Attorney and such other documents as required by the Lender. Provided that the Lender shall be entitled to exercise its sole discretion in determining whether or not to enter into an Agreement etc. with the legal representative and subject to the legal representative meeting the Lender's credit criteria and other requirements from time to time. In case the legal representative does not or refuses to follow the above procedure or does not meet with the Lender's credit and other requirements the Lender shall be entitled to, at sole discretion to initiate legal recourse for recovery of the Facility. The Borrowers and/or 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/or the Guarantors (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrowers and/or Guarantors further authorize the Lender to disclose said information / documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, data banks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi- judicial authorities.

17.2 The Borrower and/or Guarantor hereby gives specific consent to the Lender for disclosing/submitting the 'financial information' as defined in Section3 (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 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 non banking financial company 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'.

18. 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 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 and/or Guarantor for repayment of loan before the sale/auction of the property

(v) the procedure for giving repossession to the Borrower and/or Guarantor and (vi) the procedure for sale/auction of the property.

19. The Lender shall be entitled to offer further credit facilities by way of enhancement to the Borrower and/or Guarantor and their authorized representative, if interested, shall record his/her consent over phone for availing the credit facilities. The consent of the Borrower and/or Guarantor /authorized representative, so recorded, shall be binding on them and shall constitute a legally valid agreement. The terms and conditions of this Agreement and Transaction Documents, if any, shall also apply to the credit facilities offered over phone to the Borrower.' Lender 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 the essence of this contract.

20. 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 Lender which is uploaded on the Lender's website https://rupeekcapital.com/ 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.

21. The date of execution of this Agreement shall be the date as mentioned in Schedule I. 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 ("Last Digital Date"). With respect to the date of execution of documents executed in relation to the Facilities, the same understanding shall be applied where the document is to be signed by more than one person.

22. The Borrower and/or Guarantor 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 Lender including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).

23. The Borrower and/or Guarantor hereby irrevocably agrees, consents and authorizes the Lender to use the Borrower's and/or Guarantor's/ authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Borrower and/or Guarantor /authorize signatories. The Borrower and/or Guarantor hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower and/or Guarantor /authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower and/or Guarantor /authorized signatories to the Lender to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower and/or Guarantor hereby authorizes the Lender to fetch the Borrower's and/or Guarantor 's/ authorized signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.

24. The Borrower and/or Guarantor 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 Lender or of /through any vendor/s appointed by the Lender and also accept terms of such platform related to execution, e-stamping, data storage etc. The Borrower and/or Guarantor accepts that the documents accepted and/or executed on such e-platform/digital platform, shall be valid and binding upon the Borrower and/or Guarantor and can be relied upon and used by the Lender as a proper form of evidence and the undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/digital platform. The Lender or such third party vendors shall be entitled to collect all data of the Borrower and/or Guarantor relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

25. The Borrower and/or Guarantor hereby irrevocably agrees and accepts that any communication received and/or sent from the Lender /third party vendors/agents etc. Appointed by the Lender, whether by way of an SMS, email etc. on the registered mobile numbers/email id(s) of the Borrower and/or Guarantor /Borrower's and/or Guarantor's authorized signatories available with the Lender shall be treated as valid and binding upon the Borrower and/or Guarantor. The Borrower and/or Guarantor also agrees consents and accepts that the

Lender shall be at liberty to treat the registered mobile number/email id of the Borrower and/or Guarantor /Borrower's and/or Guarantor's authorized signatories as valid and permitted cell number /email id for communication.

26. That disbursement of the Facilities into the account of the Borrower shall constitute implied consent of the Borrower and/or Guarantor to avail the Facilities and to abide by all terms and conditions of the Agreement and related documents and the same shall be valid and binding upon Borrower and/or Guarantor and no dispute shall be raised as regards the authority of the authorized partners/signatories or otherwise in respect of the documents executed in favour of the Lender.

27. The Borrower and/or 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 Lender. The Borrower and/or Guarantor understands and agrees that the Borrower and/or Guarantor 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 and/or Guarantor agrees that neither the Lender or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's and/or Guarantor's equipment, other software, facilities, third party applications employed by the Borrower and/or Guarantor, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Lender or through any vendor/s appointed by the Lender and electronic and/or digital stamping and/or execution of this Agreement and related documents.

28. The provisions mentioned in clause 21-27 shall apply to all the documents digitally executed by the Borrower and/or Co-borrowers and/or Guarantor in relation to the Facilities.

29. The Borrower and/or Guarantor hereby confirms, acknowledges and agrees that the online acceptance of this Agreement including any addendums hereto through the Website or such other internet or web-based means results in a binding contract between the Parties.

30. The Borrower and/or Guarantor 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 and/or Guarantor is desirous of receiving Communications from and providing Communications to the Lender through the Electronic Media for various matters under this Agreement including in relation to the Facility and the operation thereof.

31. In consideration of the Lender permitting the same, the Borrower and/or Guarantor hereby irrevocably, confirms and undertakes to the Lender as under: (a) The Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Lender shall be treated as final, conclusive and binding. (b) The Borrower and/or Guarantor has ensured and shall ensure that the Communications provided through the Electronic Media to the Lender are provided by the Borrower and/or Guarantor and hereby agrees and confirms that the Lender shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower and/or Guarantor confirms that the Lender 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 and/or Guarantor. (d) The Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media. (e) The Lender 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 Lender's rights under this Agreement or otherwise. (f) The Lender may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower and/or Guarantor in relation to the Communications through Electronic Media. (g) The Borrower and/or Guarantor is aware and confirms that the Lender 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.

DRAW DOWN SCHEDULE	
Draw down Start Date	
Next Tranche Date	
Next Tranche Date	
Next Tranche Date	
Draw down End Date	
Availability Period	

Schedule 1

S.No.	Particulars	Details
1	Date of Agreement	
2	Place of Agreement	
3	EMI due Date	
4	Name of Borrower	
5	Address of Borrower	
6	Name of Co-Borrower1	
7	Address of Co-Borrower1	
8	Name of Co-Borrower2	
9	Address of Co-Borrower2	
10	Name of Co-Borrower3	
11	Address of Co-Borrower3	
12	Name of Co-Borrower4	
13	Address of Co-Borrower4	
14	Borrower's constitution (Individual/ Proprietor /Partnership /HUF /Trust /LLP /public limited company/ private limited company)	
15	Purpose of the Facility/Proposed utilization of the Facility	
16	Amount of Loan	Rs. ____________________/- (Rupees________________________Only)
17	Availability Period	The period of ______________________ days/months commencing from the date of execution of this Agreement or by such extended time as may be allowed by the Lender, available for draw down by the Borrower.
18	Business of the Borrower	
19	Interest Rate (a)Interest chargeable (In case of Floating Rate Loans) (b)Interest chargeable (In case of Fixed)	Fixed / Variable (a).............% (MCLR/ Repo +..................) (b) .... %
20	Non-refundable Processing Fees/service charge	

21	Repayment Instrument(s)	(a)ECS/NACH (b) NEFT(National Electronic Fund Transfer) (c) SPDCs (d)RTGS (e) Standing instructions at the bank; and other instrument suitable from time to time
22	Security	a. Description of Security: (i) Property ________________________ ________________________
23	Required Security Margin	
24	Guarantor (s)	Name: Address:
25	Pre Equated Monthly Instalment interest (PEMII)	(Borrower)_______________ (Co-Borrower)_______________
26	Date of Sanction Letter	
27	Term/Tenure	
28	CGTMSE	If Applicable
29	Date of reset of interest	
30	Mode of communication of changes in interest rates	Letter SMS E-mail
31	Fee payable a) On application (P1individually specify all type of fee) b) During the term of the loan (P1 individually specify all type of fee) c) On foreclosure (P1 individually specify all type of fee) d) Fee refundable if loan not sanctioned/disbursed e) Conversion charges for switching from floating to fixed interest and vice-versa f) Penal Charges	As per Schedule II, Schedule of Charges
32	EMI payable	
33	Details of security/collateral obtained	
34	Date on which annual outstanding balance statement will be issued	Annually Send through E-mail ID A copy of this agreement is uploaded on the Lender's website.

Schedule 2

S. No.	Charges Parameters	Applicable Charges*
1	**Interest Rate**	Minimum: Repo Rate / EBR Maximum: Upto24% p.a.
2	**Loan Processing Charges**	Upto 2.50% of Loan Amount
3	**Stamping Charges**	As per State's Stamp Act
4	**Stamping expenses**	₹ 100 (including GST)
5	**Interest on overdue EMI**	At the contracted rate of Interest (Loan IRR)
6	**Penal Charges on EMI default**	₹ 0.65 per ₹ 1,000 (or every part thereof) will be charged daily on overdue EMI
7	**Prepayment / Fore closure charges**	Refer Annexure
8	**Collection Charges**	₹ 600 per visit
9	**Cheque/SI/ACH/ECS Return Charges**	₹ 500
10	**Statement of Account**	₹ 500
11	**Duplicate Amortization / Repayment Schedule**	₹ 500
12	**Repayment Instrument Swap Charges** *(Replacement of PDC or Change of Bank)*	₹ 1000
13	**Change in Instalment date**	₹ 500 plus difference period interest (if any)
14	**Duplicate Copy of Property/Loan Document**	₹ 1000
15	**Asset Verification Charges***	At Actuals
16	**Property Valuation Charges***	₹ 2,500 per property
17	**Property Legal Charges***	₹ 2,500 per collateral
18	**Property Swapping Charges***	₹ 5,000 per collateral
19	**Property Paper Retrieval for Verification / Inspection / For Lease Deed from Development Authority / Nagar Palika***	₹ 1500
20	**Provisional /Final Interest certificate**	Nil
21	**Conversion of Rate type** (from Fixed to Floating or Floating to fixed) **or reduction of rate or change in structure**	1% of principal outstanding
22	**Lender NOC /Solvency Certificate**	Minimum: ₹10,000 & Maximum: ₹50,000
23	**ROC filling charges**	At actuals
24	**Cheque / Disbursement / Loan cancelation**	₹ 1,000 (within 7 days of cheque issue date) ₹ 1,000 plus interest upto cancelation period
25	**Cash Collection Charges** (at the time Prepayment / fore closure only, if cash collection is more than Rs 20,000)	₹ 5 per thousand for cash collection
26	**Duplicate issue of No Dues Certificate**	₹ 500
27	**RCU Charges** (as per applicability)	₹ 750
28	**Foreclosure Statement Charges**	₹ 500
29	**Legal & Courier Charges**	₹ 1,100
30	**Default collection charge**	₹ 600
31	**Tele Collection charge**	₹ 40
32	**Legal / SARFAESI / Incidental Charges***	

a)	Arbitration	Upto ₹ 5,100
b)	b) Execution of Arbitration Awards	Upto ₹ 6,800
c)	c) Complaint U/s 138 (NI Act)/25 (PASS Act)	Upto ₹ 6,800
d)	d) Issue of Notice U/s 13(2) of SARFAESI Act	Upto ₹ 11,100
e)	e) Enforcement Action U/s 14 SARFAESI Act	Upto ₹ 17,000
f)	Any Other Legal Action taken by or against Bank	At Actuals

** Chargeable based applicability*

Annexure:

Prepayment Charges for **Partial prepayment**	
Slab	**Applicable Charge***
a) If paid upto 6months from last disbursement date	5% of Amount which is Partial Prepaid
b) If paid after 6 months & upto 12 months from last disbursement date	No prepayment charge to be taken if total amount deposited in FY up to 25% of POS (starting of FY)
	5% of total amount partially prepaid in FY, if sum of all part prepayment crosses the limit of 25% of opening principal in starting of FY. i.e., Charges will be applicable on the total amount partially prepaid in the same FY.
c) If paid after 12 months from last disbursement date	No prepayment charge to be taken if amount deposited upto 25% of POS (starting of FY)
	3% of total amount partially prepaid in FY, if sum of all part prepayment crosses the limit of 25% of opening principal in starting of FY. i.e., Charges will be applicable on the total amount partially prepaid in the same FY.

Prepayment Fore closure charges for **Full closure**	
a) If paid before12months from last disbursement date	5% of Balance amount at the time of closure
b) If paid after12months from last disbursement date	4% of Balance amount at the time of closure

Notes:

1. All the above fees and charges are subject to change as per the Lender's discretion from time to time. Changes in fees and charges are updated on the Lender's website.
2. The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Lender shall be applicable and binding
3. All 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.
4. Part payment will be applied over the principal outstanding, post adjustment of due EMI and Charges, if any.

5. Lender do not levy any loan related and ad hoc service charges/inspection charges on priority sector loans up to ₹ 25,000.
6. If the customer makes part payment in tranches, then the tranche in which total part pre-payments done in FY crosses 25% of POS in the starting of the FY, then prepayment charges will be applicable on all the part payments done earlier in the same FY.
7. Minimum part payment amount should be equal to 3 EMIs.
8. No part payment is allowed in Partial disbursed cases and can be made only in full disbursed cases.
9. Default effect will be given on tenure only i.e.,tenure will be reduced until a written request to give impact on EMI is given by the customer.
10. Impact of part prepayment in both EMI & Tenure is not allowed. In exceptional cases, Lender can ask for additional/updated documents from the customer along with the submission of supplementary agreement signed by all the customers in the loan with applicable stamp duty & charges.
11. The terms and conditions, as defined by Rupeek Capital Private Limited, apply. Please refer to www.rupeekcapital.com for further details.

Schedule 3

REPAYMENT SCHEDULE

S.No.	Particulars	Details
1	Number of EMI	
2	Date of Commencement of EMI	
3	Frequency of EMI Monthly/Bullet/Balloon	
4	EMI due Date	
5	Mode of repayment	

Key Facts Statement (KFS)
Part 1 (Interest rate and fees/charges)

1	**Application**		Application form No.: Application form date:
2	**Borrower**		Name: Other details: as per application
3	**Co-Borrower**		Name: Other details: as per application
4	**Guarantor**		Name: Other details: as per application
5	**Lender**		Name: Rupeek Capital Private Limited Branch:
6	**Repayment Account**		Account Holder Name: Account No: Bank Name: IFSC:
7	**Purpose of Loan**		
8	**Loan proposal/ account No.**		Type of Loan
9	**Sanctioned Loan amount (in Rupees)**		
10	**Loan Details**		(a) Product Type: Loan on Asset (b) Type of Loan: (c) Total Interest (including Broken period interest): R s . ________/- (Rupees _______________ Only) (d) Total payable (c+d): Rs. ________/- (Rupees _______________ Only) (e) Tenure (in Months) : __________ (f) Net Disbursement: Rs. ________/- (Rupees _______________ Only) (Amount disbursed after deducting the charges/amount as mentioned in Item 9 below, from the Loan Amount) (g) Detailed Loan/Facility Repayment Schedule covering EMI dates with bifurcation of principal and interest component will b e shared along with welcome letter after disbursement of the Loan/Facility amount.
11	**Disbursal schedule** (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details		

<table>
<tr><td>12</td><td colspan="3">Loan term (year/months/days)</td><td colspan="4"></td></tr>
<tr><td>13</td><td colspan="7">Instalment Details</td></tr>
<tr><td colspan="2">Type of instalments</td><td colspan="2">Number of EPIs/ EMIs</td><td>EPI/ EMI (₹)</td><td colspan="3">Commencement of repayment, post sanction</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td><td></td><td colspan="3"></td></tr>
<tr><td colspan="3">EMI due date</td><td>EMI frequency</td><td colspan="4">Moratorium</td></tr>
<tr><td colspan="3">_______days of every calendar month</td><td>Monthly</td><td colspan="4">of _______ months/days starting from _______ and continuing till commencement of EMI as mentioned above (if applicable).</td></tr>
<tr><td>14</td><td colspan="3">Interest rate (%) and type (fixed or floating or hybrid)</td><td colspan="4"></td></tr>
<tr><td>15</td><td colspan="3">Periodicity of Interest compounding</td><td colspan="4">Per annum</td></tr>
<tr><td>16</td><td colspan="3">Method of computation of interest rate</td><td colspan="4">Monthly reducing</td></tr>
<tr><td>17</td><td colspan="7">Additional Information in case of Floating rate of interest</td></tr>
<tr><td rowspan="2">Reference Benchmark</td><td rowspan="2">Benchmark rate (%) (B)</td><td rowspan="2">Spread (%) (S)</td><td rowspan="2">Final rate (%) R = (B) + (S)</td><td colspan="2">Reset periodicity (Months)</td><td colspan="2">Impact of change in the reference benchmark (for 25 bps change in ‘R’, change in:)</td></tr>
<tr><td>B</td><td>S</td><td>EPI (₹)</td><td>No. of EPIs</td></tr>
<tr><td>18</td><td colspan="7">Fee/ Charges [1]</td></tr>
<tr><td></td><td></td><td colspan="3">Payable to the RE (A)</td><td colspan="3">Payable to a third party through RE (B)</td></tr>
<tr><td></td><td></td><td>One-time/ Recurring</td><td colspan="2">Amount (in ₹) or Percentage (%) as applicable</td><td>One-time/ Recurring</td><td colspan="2">Amount (in ₹) or Percentage (%) as applicable</td></tr>
<tr><td>(i)</td><td>Processing fees</td><td></td><td colspan="2"></td><td></td><td colspan="2"></td></tr>
<tr><td>(ii)</td><td>Insurance charges</td><td></td><td colspan="2"></td><td></td><td colspan="2"></td></tr>
<tr><td>(iii)</td><td>Valuation fees</td><td></td><td colspan="2"></td><td></td><td colspan="2"></td></tr>
<tr><td>(iv)</td><td>Stamp duty</td><td></td><td colspan="2"></td><td></td><td colspan="2"></td></tr>
<tr><td>(v)</td><td>Any other (please specify)</td><td></td><td colspan="2"></td><td></td><td colspan="2"></td></tr>
<tr><td>19</td><td colspan="2">Annual Percentage Rate (APR) (%)</td><td colspan="5"></td></tr>
<tr><td>20</td><td colspan="7">Details of Contingent Charges (in ₹ or %, as applicable)</td></tr>
<tr><td>(i)</td><td colspan="4">Penal charges, if any, in case of delayed payment</td><td colspan="3"></td></tr>
</table>

(ii)	Other penal charges, if any	
(iii)	Foreclosure charges, if applicable	
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	
(v)	Any other charges (please specify)	
21	**Schedule of Charges**	As mentioned in Schedule II (Schedule of Charges)
22	**Loan Disbursement Details**	As per the Disbursement Request Form ("DRF") or any other instruction given by the Borrower.
23	**Mode of Disbursement**	The Lender shall make disbursements via any electronic mode of transfer viz. NEFT, IMPS, RTGS into the designated account provided by the Borrower or as per DRF.
24	**Penal Charges**	Shall be charged @ Rs 0.65 for every Rs 1,000 (or every part thereof) per day on overdue EMIs / instalments / amount / interest till the time entire overdue EMIs/ instalments / amount / interest is not paid, the outstanding amount of Loan for any breach of the terms of the Sanction Letter or KFS or Agreement till the time breach continues.
25	**Interest on overdue EMI/instalments/amounts/ interest**	Shall be charged on overdue EMI/instalments/amounts/interest at the contracted rate of interest of the Loan (Loan IRR)
26	**Repayment Instrument**	(a) ECS/NACH; (b) NEFT; (c) PDCs; (d) RTGS; (e) Standing instructions at the bank; and (f) Any other instrument suitable from time to time and suggested by RCPL
27	**Details of Security**	
28	**Mode of Security or charge creation and Priority of Charge**	Security/charge creation: ________________________ First and Exclusive charge by way of _____________________ in favour of the Lender

[1] REs may disclose the amount net of any taxes such as GST

Part 2 (Other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	The Lender may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents). The Borrower confirms and expressly consents to the Lender that upon occurrence of an Event of Default, the Lender either by itself (through its officers or employees) or through its appointed third parties (including recovery agents), use the contact details provided by the Borrower and Guarantor to the Lender to get in touch with the Borrower/Guarantor including their authorised signatory(ies)/ representative(s) and family members and disclose to them relevant details pertaining to the Loan.
2	Clause of Loan agreement which details 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 Lender which is uploaded on the Lender's website www.rupeekcapital.com and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided hereunder.
3	Phone number and email id of the nodal grievance redressal officer	Level 1 Telephone: 18004198000 (Between 9:00 am to 6:00 pm weekdays including Saturday, excluding government holiday and Sunday) E-mail: care@rupeek.com Postal/courier: Customer Service Officer, Rupeek Capital Private Limited, Plot #45/B, Subham Complex, 1st A Main, Ground Floor, Front Wing(B), Sarakki Industrial Layout, J.P. Nagar, Bengaluru, Karnataka 560078 India
		Level 2 If the Complaint/Grievance is not redressed by the Customer Service Centre within 3 days, the Customer shall approach the Grievance team of the Company at below details: Telephone: 18004198000 (Between 9:30 am to 6:30 pm weekdays including Saturday, excluding government holiday and Sunday) E-mail: RCPL_grievance@rupeek.com Postal/courier: Grievance redressal Team Plot #45/B, Subham Complex, 1st A Main, Ground Floor, Front Wing(B), Sarakki Industrial Layout, J.P. Nagar, Bengaluru, Karnataka 560078 India
		Level 3 If the Complaint/Grievance is not redressed within a period of one month by the Customer Service Centre or the Grievance Redressal Team of the Company, the customer may appeal to the below Principal Nodal Officer: Telephone: 080-68951717 (Between 9:30 am to 6:30 pm weekdays including Saturday, excluding government holiday and Sunday) E-mail: imtiyaz@rupeek.com
4	Whether the loan is, or in future maybe, subject to transfer to	

<table>
<tr><td></td><td>another REs or securitisation (Yes/ No)</td><td colspan="2"></td></tr>
<tr><td>5</td><td colspan="3">In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:</td></tr>
<tr><td colspan="2">Name of the originating RE, along with its funding proportion</td><td>Name of the partner RE along with its proportion of funding</td><td>Blended rate of interest</td></tr>
<tr><td colspan="2"></td><td></td><td></td></tr>
<tr><td>6</td><td colspan="3">In case of digital loans, following specific disclosures may be furnished:</td></tr>
<tr><td colspan="3">(i) Cooling off/look-up period, in terms of RE’s board approved policy, during which borrower shall not be charged any penalty on prepayment of loan</td><td></td></tr>
<tr><td colspan="3">(ii) Details of LSP sourcing the Loan/Facility of the applicant/Borrower and acting as recovery agent and authorized to approach the Borrower</td><td></td></tr>
</table>

Annex B Illustration for computation of APR for Retail and MSME loans

S.No.	Particulars	Details
1	Sanctioned Loan amount (in Rupees) (Sl no. 2 of the KFS template – Part 1)	20,000
2	Loan Term (in years/ months/ days) (Sl No.4 of t h e KFS template – Part 1)	
a)	No. of instalments for payment of principal, in case of non equated periodic loans	
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (Sl No. 5 of the KFS template – Part 1)	Monthly 970 24
c)	No. of instalments for payment of capitalised Interest, if any	-
d)	Commencement of repayments, post sanction (Sl No . 5 of the KFS template – Part 1)	30 days
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template – Part 1)	Fixed
4	Rate of Interest (Sl No. 6 of the KFS template – Part 1)	15%
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	3,274
6	Fee/ Charges payable[2] (in Rupees)	400
A	Payable to the RE (Sl No.8A of the KFS template- Part 1)	240
B	Payable to third-party routed through RE (Sl No. 8B of the KFS template – Part 1)	160
7	Net disbursed amount (1-6) (in Rupees)	19,600
8	Total amount to be paid by the borrower (sum of 1 and 5)(in Rupees)	23,274 [3]
9	Annual Percentage rate- Effective annualized interest rate (in percentage)[4] (Sl No.9 of the KFS template-Part 1)	17.07%
10	Schedule of disbursement as per terms and conditions	Detailed schedule to be provided
11	Due date of payment of instalment and interest	DDMMYYYY

[2] Where such charges cannot be determined prior to sanction, REs may indicate an upper ceiling

[3] The difference in repayment amount calculated from the total of instalments given under the detailed repayment schedule i.e., ₹23,280 (=970*24) vis-à-vis the amount of ₹23,275 (20,000 (loan amount) + 3,275 (Interest charges) mentioned under ₹(5) is due to rounding off the instalment amount of ₹ 969.73 to 970 under the detailed repayment schedule

[4] Computed on net disbursed amount using IRR approach and reducing balance method

Annex C

Illustrative Repayment Schedule under Equated Periodic Instalment for the hypothetical loan illustrated in Annex B

Instalment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
1	20,000	720	250	970
2	19,280	729	241	970
3	18,551	738	232	970
4	17,813	747	223	970
5	17,066	757	213	970
6	16,309	766	204	970
7	15,543	776	194	970
8	14,767	785	185	970
9	13,982	795	175	970
10	13,186	805	165	970
11	12,381	815	155	970
12	11,566	825	145	970
13	10,741	836	134	970
14	9,905	846	124	970
15	9,059	857	113	970
16	8,202	867	103	970
17	7,334	878	92	970
18	6,456	889	81	970
19	5,567	900	70	970
20	4,666	912	58	970
21	3,755	923	47	970
22	2,832	935	35	970
23	1,897	946	24	970
24	951	958	12	970

Schedule A

<table>
<tr><td>1</td><td>Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at</td><td>Bengaluru</td></tr>
<tr><td>2</td><td>List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation</td><td></td></tr>
<tr><td>3</td><td>Seat of arbitration</td><td>Bengaluru shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Bengaluru shall be deemed to be the Seat of Arbitration</td></tr>
<tr><td>4</td><td>Preferred language of Arbitral Proceedings</td><td>English</td></tr>
<tr><td>5</td><td colspan="2">Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.</td></tr>
<tr><td rowspan="15"></td><td rowspan="3">Borrower</td><td>Registered Mobile No.</td></tr>
<tr><td>Registered WhatsApp No.</td></tr>
<tr><td>Registered E-mail ID</td></tr>
<tr><td rowspan="3">Co- Borrower (1)</td><td>Registered Mobile No.</td></tr>
<tr><td>Registered WhatsApp No.</td></tr>
<tr><td>Registered E-mail ID</td></tr>
<tr><td rowspan="3">Co- Borrower (2)</td><td>Registered Mobile No.</td></tr>
<tr><td>Registered WhatsApp No.</td></tr>
<tr><td>Registered E-mail ID</td></tr>
<tr><td rowspan="3">Guarantor (1)</td><td>Registered Mobile No.</td></tr>
<tr><td>Registered WhatsApp No.</td></tr>
<tr><td>Registered E-mail ID</td></tr>
<tr><td rowspan="3">Guarantor (2)</td><td>Registered Mobile No.</td></tr>
<tr><td>Registered WhatsApp No.</td></tr>
<tr><td>Registered E-mail ID</td></tr>
<tr><td colspan="3">Note: Borrower(s) and other obligors, if any, undertake to inform Lender 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 Lender 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, not with standing 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.</td></tr>
</table>

ANNEXURE I

LETTER OF GENERAL LIEN AND SET OFF

To,
Rupeek Capital Private Limited,
________________________,
_________________________,
_________________________ ("Lender"),

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 Lender 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 Lender 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 Lender 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 Lender'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 Lender) and/or whole or any part of such sums.
3) The Lender is authorized, 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 Lender.

5) Nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to the Lender, 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 Lender.

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 submitted to the jurisdiction of the Courts at Bengaluru. The Undersigned further undertakes, on the Lender'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 Lender its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the Undersigned.

7) The Parties acknowledge and agree that the date of this letter shall be the date as mentioned in this letter. In case the date is kept blank in 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/executor (“Last Digital Date”). With respect to the date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

Name	SIGNATURE	DATE	PLACE
Borrower			
Co-Borrower			
Co-Borrower			
Guarantor			

ANNEXURE II

Example of SMA, NPA Classification(and NPA Upgradation of Term Loan Cases)

1) 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 the due date of a loan account is March 31, 2024, the 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, 2024. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running the day-end process on April 30, 2024 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, 2024.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day- end process on May 30, 2024 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2024. This is further elaborated as below mentioned table:

Date	DPD	Classification
31-Mar-24 (Due Date)	1 - Overdue	SMA - 0
30-Apr-24	31 - More than 30 Days - Completion of 30 Days	SMA - 1
30-May-24	61 - More than 60 Days - Completion of 60 Days	SMA - 2
29-Jun-24	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 of interest and principal are paid by the borrower.

Date	Due Amount	DPD	Classification
31-Mar-24 (Due Date)	10,000	1 - Overdue	SMA - 0
30-Apr-24	10,000	31 - More than 30 Days - Completion of 30 Days	SMA - 1
30-May-24		61 - More than 60 Days - Completion of 60 Days	SMA - 2
31-May-24	10,000		
29-Jun-24		91 - More than 90 Days - Completion of 90 Days	NPA
30-Jun-24	10,000		
1-Jul-24			Upgradation*

**Upgradation of Account to standard category can be done after total pending due of Rs. 40,000 is received from borrower by the Lender*

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 lender 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 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 needs to be classified NPA upon same day. It is further explained as below mentioned table:

Customer ID	Facility Name	Date	NPA Reason
101	Term Loan 1	29-Jun-24	NPA Classified as per above example
101	Term Loan 2	29-Jun-24	NPA classified due to Customer A Term Loan 1 is classified NPA
101	Gold Loan	29-Jun-24	

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
101	Term Loan 1	29-Jun-24	NPA Classified as per above example
101	Term Loan 1	29-Jun-24	NPA classified due to Customer A Term Loan 1 is classified NPA
101	Gold Loan	29-Jun-24	
101	Term Loan 1	15-Jul-24	Upgrade*
101	Term Loan 2	15-Jul-24	
101	Gold Loan	15-Jul-24	

**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 and the Guarantor acknowledges to have read and understood all the foregoing terms of this Agreement, including the Schedules and Annexures to this Agreement and is affixing its signature (physical/digital as the case may be)/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 and the Guarantor 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 and the Guarantor 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.

For the Borrower
Signed and Delivered by the below mentioned Borrower/Authorized Signatory

Name:
On behalf of the within named Borrower

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

Name:
On behalf of the within named Co-Borrower Place

For the Guarantor
Signed and Delivered by the below mentioned Guarantor/Authorized Signatory

Name:
On behalf of the within named Guarantor

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 पुष्टि करते हैं कि एप्लीकेशन फॉर्म / लोन एग्रीमेंट / सैंक्शन लेटर / अन्य डॉक्यूमेंट्स में नियम और शर्तों की बातें मुझे/हमें हिंदी में पढ़कर सुनाई गईं और समझाई गईं और मैं/हम पुष्टि करते हैं कि मैंने/हमने उन्हें समझ लिया है।
Assamese	☐	মই/আমি নিশ্চিত কৰোঁ যে অন্য নথি-পত্ৰত থকা আৱেদন প্ৰ-পত্ৰ / ঋণ চুক্তি / অনুমোদন পত্ৰ / চৰ্ত আৰু নিয়মৰ বিষয়বস্তু পঢ়ি মোক/আমাক অসমীয়াত বুজাই দিয়া হৈছিল আৰু মই/আমি নিশ্চিত কৰিছো যে একেথিনি কথাই বুজি পাইছিলো।
Bengali	☐	আমি/আমরা নিশ্চিত করছি যে আবেদনপত্র / ঋণ চুক্তি / অনুমোদন পত্র / অন্যান্য নথিতে শর্তাবলীর বিষয়বস্তু আমাকে/আমাদের বাংলায় পড়ে শোনানো হয়েছে এবং ব্যাখ্যা করা হয়েছে এবং আমি/আমরা নিশ্চিত করছি যে আমরাও তা বুঝতে পেরেছি।
Gujarati	☐	હું/અમે પુષ્ટિ કરીએ છીએ કે અરજી ફોર્મ / લોન કરાર / મંજૂરી પત્ર / નિયમો અને શરતોની સામગ્રી અન્ય દસ્તાવેજોમાં મને/અમને ગુજરાતીમાં વાંચવામાં આવી હતી અને સમજાવવામાં આવી હતી અને હું/અમે પુષ્ટિ કરીએ છીએ કે અમે તે સમજી ગયા છીએ.
Kannada	☐	ಅರ್ಜಿ ನಮೂನೆ / ಸಾಲ ಒಪ್ಪಂದ / ಮಂಜೂರಾತಿ ಪತ್ರ / ಇತರ ದಾಖಲೆಗಳಲ್ಲಿನ ನಿಯಮಗಳು ಮತ್ತು ಷರತ್ತುಗಳ ವಿಷಯಗಳನ್ನು ಕನ್ನಡದಲ್ಲಿ ಓದಿ ವಿವರಿಸಲಾಗಿದೆ ಎಂದು ನಾನು/ನಾವು ದೃಢೀಕರಿಸುತ್ತೇವೆ ಮತ್ತು ಅದನ್ನು ನಾನು/ನಾವು ಅರ್ಥಮಾಡಿಕೊಂಡಿದ್ದೇವೆ ಎಂದು ದೃಢೀಕರಿಸುತ್ತೇವೆ.
Konkani	☐	हेर दस्तावेजांतल्या अर्ज फॉर्म / रीण करार / मंजुरी पत्र / नेम आनी अटींचो आशय वाचून म्हाका/आमकां कोंकणींत समजायला हाची हांव/आमी पुष्टी करतात आनी हांवें/आमी तेंच समजलां हाची खात्री करतात.
Maithili	☐	हम/हम पुष्टि करैत छी जे अन्य दस्तावेज मे आवेदन पत्र / ऋण समझौता / स्वीकृति पत्र / नियम आ शर्तक सामग्री पढ़ल गेल आ हमरा/हमरा मैथिली मे बुझाओल गेल आ हम/हम पुष्टि करैत छी जे हम वैह बूझलहुँ।
Malayalam	☐	അപേക്ഷാ ഫോം / വായ്പാ കരാർ / അനുമതി കത്ത് / മറ്റ് രേഖകളിലെ നിബന്ധനകളും വ്യവസ്ഥകളും എന്നിവയുടെ ഉള്ളടക്കം മലയാളത്തിൽ വായിച്ചു കേൾപ്പിച്ചതായും വിശദീകരിച്ചു തന്നതായും ഞാൻ / ഞങ്ങൾ അത് മനസ്സിലാക്കിയതായും സ്ഥിരീകരിക്കുന്നു.
Marathi	☐	मी/आम्ही पुष्टी करतो की अर्ज फॉर्म / कर्ज करार / मंजुरी पत्र / इतर कागदपत्रांमधील अटी आणि शर्तींचे मजकूर मला/आम्हाला मराठीत वाचून दाखवण्यात आले आणि समजावून सांगण्यात आले आणि मी/आम्ही ते समजून घेतल्याची पुष्टी करतो.
Odia	☐	ମୁଁ/ଆମେ ନିଶ୍ଚିତ କରୁଛୁ ଯେ ଅନ୍ୟାନ୍ୟ ଡକ୍ୟୁମେଣ୍ଟରେ ଥିବା ଆବେଦନ ଫର୍ମ / ଋଣ ଚୁକ୍ତିନାମା / ମଞ୍ଜୁରୀ ପତ୍ର / ନିୟମ ଏବଂ ସର୍ତ୍ତାବଳୀର ବିଷୟବସ୍ତୁ ମୋତେ/ଆମକୁ ଓଡ଼ିଆରେ ପଢ଼ାଯାଇଥିଲା ଏବଂ ବୁଝାଇ ଦିଆଯାଇଥିଲା ଏବଂ ମୁଁ/ଆମେ ଏହାକୁ ବୁଝିଥିବା ନିଶ୍ଚିତ କରୁଛୁ।
Punjabi	☐	ਮੈਂ/ਅਸੀਂ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਹੋਰ ਦਸਤਾਵੇਜ਼ਾਂ ਵਿੱਚ ਅਰਜ਼ੀ ਫਾਰਮ / ਕਰਜ਼ਾ ਸਮਝੌਤਾ / ਮਨਜ਼ੂਰੀ ਪੱਤਰ / ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਦੀ ਸਮੱਗਰੀ ਮੈਨੂੰ/ਸਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਪੜ੍ਹ ਕੇ ਸਮਝਾਈ ਗਈ ਸੀ ਅਤੇ ਮੈਂ/ਅਸੀਂ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਅਸੀਂ ਇਸਨੂੰ ਸਮਝ ਲਿਆ ਹੈ।
Sindhi	☐	مان/اسين تصديق ڪريون ٿا ته ٻين دستاويزن ۾ درخواست فارم / قرض جي معاهدي / منظوري خط / شرطن ۽ ضابطن جو مواد مون کي/اسان کي سنڌي ۾ پڙهيو ويو ۽ سمجهايو ويو ۽ مان/اسان تصديق ڪريون ٿا ته اسان اهو ئي سمجهي ورتو آهي.
Tamil	☐	விண்ணப்பப் படிவம் / கடன் ஒப்பந்தம் / ஒப்புதல் கடிதம் / பிற ஆவணங்களில் உள்ள விதிமுறைகள் மற்றும் நிபந்தனைகள் ஆகியவற்றின் உள்ளடக்கங்கள் தமிழில் எனக்கு/எங்களுக்கு வாசிக்கப்பட்டு விளக்கப்பட்டன என்பதை நான்/நாங்கள் உறுதிப்படுத்துகிறோம், மேலும் அதை நான்/நாங்கள் புரிந்துகொண்டோம் என்பதை உறுதிப்படுத்துகிறோம்.
Telugu	☐	దరఖాస్తు ఫారం / రుణ ఒప్పందం / మంజూరు లేఖ / ఇతర పత్రాలలోని నిబంధనలు మరియు షరతులలోని విషయాలను నాకు/మాకు తెలుగులో చదివి వినిపించామని మరియు వివరించామని

		మరియు నేను/మేము వాటిని అర్థం చేసుకున్నామని ధృవీకరిస్తున్నాను/ము.
Urdu	☐	میں/ہم تصدیق کرتے ہیں کہ درخواست فارم/ قرض کے معاہدے/ منظوری کے خط/ شرائط و ضوابط دیگر دستاویزات میں پڑھے گئے تھے اور مجھے/ہمیں اردو میں سمجھائے گئے تھے اور میں/ ہم تصدیق کرتے ہیں کہ ہم اسے سمجھتے ہیں۔

For the Borrower

Name: Signature:

For the Co-Borrower

Name: Signature:

For Rupeek Capital Private Limited
Signed and delivered by its Authorized Signatory / Constituted Attorney

Name: Signature:

On behalf of the within Rupeek Capital Private Limited

NO OBJECTION CERTIFICATE

I/we____________________________________son/daughter/wife of ________________ ________________ aged about________________________________ years, residing at ____ (hereinafter referred to as the "the Borrower" which expression shall include his/her heir(s), executor(s),administrator(s) and permitted assigns(s)) being insured in terms of the insurance policy bearing no.______________dated_____________ ("the Insurance Policy") availed from ____________________________________(Insurer) to secure the _________________________________ under the Insurance Policy, having taken a loan of Rs. ____vide Agreement for Loan and Guarantee, dated __________________ ("the Agreement") from Rupeek Capital Private Limited, a non banking financial company, having its registered office at Plot #45/B, Subham Complex, 1st A Main, Ground Floor, Front Wing(B), Sarakki Industrial Layout, J.P. Nagar, Bengaluru - 560078, Karnataka (hereinafter referred to as "the Lender"), hereby state that I/we have no objection to the Lender receiving the insurance claim/benefit under the Insurance Policy and am/are hereby transferring and assigning my /our right to receive the insurance claim/benefit under the Insurance Policy to the Lender, notwithstanding any other name I/we may have given in any other document. We hereby also confirm that any money/claim payable to me/us in terms of the Insurance Policy shall be payable to the Lender (in the name of the Lender),only as long as the loan amount is outstanding/the property situated at______________________________________ is mortgaged with the Lender/in the event of the death of the policy holder/ insured. This no objection certificate shall not be valid for any purpose other than for obtaining the payment of the insurance claim/ benefit in respect of the Insurance Policy by the Lender.

Dated: (Signature of Borrower)__________________________

Place: (Name of Borrower)_____________________________

CONSENT LETTER

To,
The Manager,
Rupeek Capital Private Limited
Bengaluru (Karnataka)

Re: Consent for making payment in favour Mr./Ms./M/s .______________________________

Dear Sir,

I/We request you to kindly issue a Cheque/D.D. for Rs....................................………...........in favour of Mr./Mrs./Smt./M/s..……….. towards Loan sanctioned by you.

PAYMENT FAVOURING DETAILS						
Sr. No.	**Name of Payee**	**Bank A/c no.**	**Date of cheque**	**Name of the Bank**	**Payable at**	**Amount**

I/We assure you that the repayment of the Instalment would be made by me/us on the due date of instalment.

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

Dated: (Signature of Borrower)__________________________

Place: (Name of Borrower)_____________________________

END USE LETTER

To,
Rupeek Capital Private Limited
....

Ref: Loan Application No. .... and Loan Account No. ....in the name of

Sub: End use of funds borrowed from Rupeek Capital Private Limited ("Lender")
Dear Sir,

I/We, ... refer to the Application No...dated ....… I/We had availed the facility amounting to Rs. ....… ......….......…..……… .... ("Facility") vide facility agreement dated ("Facility Agreement"). The Facility is utilized for below mentioned purpose:
A. Agriculture use
B. Allied Apiculture Activity
C. Manufacturing
D. Business Expansion
E. Commercial / Taxi use
F. Personal use
G. Other ....……… (pls. tick mark whichever is applicable)

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner.
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 Facility Agreement; or that such change in purpose shall take place only with the prior written permission of the Lender.
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 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 below. In case the date is kept blank in 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/executor ("Last Digital Date"). With respect to the date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

Dated: (Signature of Borrower)__________________________

Place: (Name of Borrower)_____________________________

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

1) On the ____________________ day of _________________, 20__________,Mr./Ms.____ S/D/W/o ____, aged _________ years, Indian inhabitant residing at ________________________________, in his/her individual capacity/in the capacity of _____________________________of ___________________

OR

[____], a partnership firm with its office at [____], represented by Mr./Ms. [____]

OR

Mr./Ms. [____] , [____________________________________] of [______________________________________],a company incorporated under the Companies Act 1956/2013 with corporate identity number [____] and having its registered office at [____] (hereinafter referred to as the "Mortgagor"), attended the office of Rupeek Capital Private Limited (hereinafter referred to as the "Lender") at _____________________________________ and agreed to deliver and deposit / delivered to and deposited with Mr./Ms. __________________________________(designation), acting for the Lender, the documents of title, evidences, deeds and writings more particularly described in the First Schedule hereunder written (hereinafter called as the said"Title Deeds") in respect of immovable property situated at ____ ____admeasuring ____________________________________.

2) Whilst making the deposit of the said Title Deeds, Mortgagor stated that he/she is doing so in the capacity as___________________________________ of the 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 Second Schedule hereunder written together with all building and structures thereon, present and future and all furniture, fixture and fittings etc. (hereinafter called as the "Immovable Property") to secure due repayment, discharge and redemption of the loan of Rs.____ (Rupees ____only) availed by the Mortgagor pursuant to a loan agreement dated ("Loan Agreement"), together interest, Penal Charges, interest on overdue EMI/instalment/amount/interest, liquidated damages, compound interest, commitment charges, premia on prepayment or on redemption, costs, charges, expenses, and other monies payable under the loan agreement/letter of sanction, as amended from time to time.

3) Mortgagor further stated that he/she was authorised to create mortgage by way of deposit of Title Deeds as aforesaid, in the capacity as ____ of the Mortgagor, pursuant to the resolution passed on the ___________day of ___________________20 ___________ and he/she furnished a certified copy of the said resolution to Mr./Mrs.________________________________ acting for the Lender 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) Mortgagor further stated that the said Title Deeds so deposited were the only documents of title relating to the said Immovable Property in the possession, power and control of the Mortgagor and that the Mortgagor had a clear and marketable title to the said Immovable Property; (b) the Mortgagor has good, clear, valid, marketable and subsisting

registered freehold title and rights to the Immovable 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 an "Encumbrance"), exists on or in connection with the Immovable Property or any part thereof in favour of any Government Authority or any Person.

5) Mortgagor further stated that the Mortgagor has full power and absolute authority (corporate or otherwise) to create equitable mortgage over the Immovable Property in favour of the Lender. Mortgagor also stated that the Mortgagor has obtained all requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of the Immovable Property in favour of the Lender.

6) Mortgagor further stated that the Mortgagor has not entered into any contract for transfer, sale, assignment, Encumbrance or alienation of the Immovable Property or any part thereof.

7) Mortgagor further stated there is no impediment or hindrance under applicable law or under any contract, suit, proceeding, decree, order, judgement, award or document or instrument preventing the Mortgagor from creating and perfecting the equitable mortgage created on the Immovable Property in favour of the Lender.

8) Mortgagor further stated there is no prohibitory order either from the income tax authority or from any revenue authority for mortgage and or transfer of the said Immovable Property nor there is any litigation pending in any court in respect of the said Immovable 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) Mortgagor further stated the description of the lands included in the Immovable Property, set forth in Second 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 Mortgagor with the Lender, and shall not to be construed as an agreement between such authorised official/Mortgagor 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 Mortgagor in the presence of Mr./Ms.

13) For the purposes of the foregoing, the capitalized terms used in this Memorandum of Entry, where not so defined herein, shall have the meaning set out in the Loan Agreement, as amended from time to time.

14) The date of execution of this Memorandum shall be the date as mentioned below. In case the date is kept blank in 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.

First Schedule

(List of Title Deeds)

List of the documents deposited with Rupeek Capital Private Limited:
1.
2.
3.
We, Rupeek Capital Private Limited do hereby acknowledge to have on this date received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said ____
____ .
______________________________on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Mortgagor.

Second Schedule
(Description of Immovable Property)

All those pieces and parcels of property being land together with all buildings and structures thereon at____
admeasuring____ and bound as under:

Boundaries:
On the

East :

North :

West :

South :

DECLARATION

I /We, Mr./Ms.____ in my/our capacity as owner of the immovable property / Director / Attorney / Authorised Signatory / Partner (as the case may be) ("Mortgagor's Representative") of ____________ _________________________________ ("Mortgagor") mentioned in the First Schedule attached hereto do hereby solemnly declare, confirm and re-confirm and say as follows:

1. Save and except for the Mortgagor, no other person or persons have any shares, right, title, or interest of any nature whatsoever in the immovable property described in the Second Schedule hereto (hereinafter referred to as the "Immovable Property") and the Mortgagor's title to the said Immovable 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, the said Immovable Property in favour of Rupeek Capital Private Limited, a non banking finance company having its registered office at Plot #45/B, Subham Complex, 1st A Main, Ground Floor, Front Wing(B), Sarakki Industrial Layout, J.P. Nagar, Bengaluru, Karnataka - 560078 (hereinafter referred to 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 Immovable Property is proposed to be charged and mortgaged by way of deposit of title deeds for securing the repayment of the loan as as mentioned in the Third Schedule hereunder written ("Facility") alongwith all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the loan agreement dated executed between the Lender and the Mortgagor ("Loan Agreement") as amended from time to time.
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 Immovable Property nor there is any litigation pending in any Court in respect of the said Immovable 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 in favour of the Lender herein shall be in full force and effect until all Outstanding Amounts have been satisfied.
6. The Mortgagor has not created any trust in respect of the Immovable Property and the Immovable Property is in the exclusive, uninterrupted, and undisturbed possession and enjoyment of the Mortgagor.
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 Immovable Property save and except with the permission of the Lender.
8. Other than as contemplated under the Loan Agreement, the Mortgagor shall not sell, lease, sub-lease, license, sub-let, transfer, assign, create any Encumbrance or alienate of the Immovable 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 shall not deal with the Immovable Property in any manner which shall affect or diminish the title of the Mortgagor to the Immovable Property or in any manner which affects the rights of the Lender on the Immovable Property.
10. There are no encroachments or trespassers on the Immovable Property or any part thereof.
11. I am not aware of any act, deed, matter or circumstance which would prevent the Mortgagor from mortgaging and charging the Immovable Property in favour of the Lender by way of an equitable mortgage.
12. The Mortgagor, 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 Immovable Property is 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 Immovable 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 Immovable Property notwithstanding that the Lender may hold two or more equitable mortgages executed by the Mortgagor or any other Person, in respect of which the Lender has the right to obtain the decrees under Section 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 money becomes due.
14. The Lender, its nominees, agents or representatives shall have full and free rights and liberty in the Immovable 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 Immovable Property in favour of the Lender have been obtained by the Mortgagor.
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, or in the possession of the Mortgagor that is comprised in the Immovable Property, or creation of equitable mortgage on the Immovable Property.
17. No notice has been served on the Mortgagor by any Governmental Authority which might impair, prevent or otherwise interfere with the rights of the Mortgagor in the Immovable Property or of the Lender as the mortgagee of the Immovable Property.
18. The Mortgagor 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 in relation to the Immovable 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 Immovable Property in favour of the Lender.
20. The Mortgagor 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 Immovable 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 Mortgagor may be required to execute in connection herewith, or as may be required for defending its rights, title or interest on the Mortgagor.
21. The Mortgagor has good right, full power and absolute authority to mortgage by deposit of title deeds and to transfer the said Immovable Property by deposit of title deeds and documents and that neither the Mortgagor 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 affected.
22. No other person is in custody, possession, occupation of the said Immovable 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 Immovable Property and I / We agree to handover vacant and peaceful possession of the said Immovable Property in the event of the Lender exercising rights to the same.

23. The Borrower has not entered into any agreement for sale, transfer or alienation thereof or any part or parts of the Immovable Property.
24. The documents specified in Fourth Schedule hereunder written are the only title deeds or documents relating to the Immovable Property or any part thereof and there are no other documents of title in respect of the Immovable Property or any part thereof in the possession, power, custody or control of the Mortgagor and/or any of its representatives or agents.
25. All corporate resolutions under the Companies Act, 2013, in relation to the mortgage of the Immovable Property have been passed by the Mortgagor, 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 Immovable 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 Immovable Property as security by deposit of title deeds and documents inter alia for securing the Facility alongwith all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the Loan Agreement, as amended from time to time and I / we hereby agree to indemnify and keep indemnified the Lender and all 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 hereby agree that all the terms, benefits and rights contained in this declaration shall insure 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 Loan Agreement, as amended from time to time.
31. Notwithstanding the aforesaid, I / We hereby give 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 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' 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 NBFCs 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'.
32. The date of execution of this Declaration shall be the date as mentioned below. In case the date is kept blank in this Declaration and if 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 either party (“Last Digital Date”). With respect to the date of execution of documents executed in relation to the Loan/ Facility(s), the same understanding shall be applied where the document is to be signed by more than one person.
33. The Mortgagor/Mortgagor's Representative hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Declaration and related documents in any manner as deemed fit by the Lender including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).

34. The Mortgagor/Mortgagor's Representative hereby irrevocably agrees, consents and authorizes the Lender to use the Mortgagor/Mortgagor's Representative Aadhaar details and core biometric information to authenticate and verify the Mortgagor/Mortgagor's Representative. The Mortgagor/Mortgagor's Representative hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Mortgagor/Mortgagor's Representative, it shall be treated as implied and voluntarily consent of the Mortgagor/Mortgagor's Representative to the Lender to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Mortgagor/Mortgagor's Representative hereby authorizes the Lender to fetch the Mortgagor/Mortgagor's Representative personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.
35. The Mortgagor/Mortgagor's Representative hereby irrevocably agrees, consents and accepts that the Declaration and related documents may be executed/digitally stamped/stored through the e-platform/digital platform of the Lender or of /through any vendor/s appointed by the Lender and also accept terms of such platform related to execution, e-stamping, data storage etc. The Mortgagor/Mortgagor's Representative accepts that the documents accepted and/or executed on such e-platform/digital platform, shall be valid and binding upon the Mortgagor/Mortgagor's Representative and can be relied upon and used by the Lender as a proper form of evidence and the undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/digital platform. The Lender or such third party vendors shall be entitled to collect all data of the Mortgagor/Mortgagor's Representative relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.
36. The Mortgagor/Mortgagor's Representative hereby irrevocably agrees and accepts that any communication received and/or sent from the Lender /third party vendors/agents etc. appointed by the Lender, whether by way of an SMS, email etc. on the registered mobile numbers/email id(s) of the Mortgagor/Mortgagor's Representative available with the Lender shall be treated as valid and binding upon the Mortgagor/Mortgagor's Representative. The Mortgagor/Mortgagor's Representative also agrees consents and accepts that the Lender shall be at liberty to treat the registered mobile number/email id of the Mortgagor/Mortgagor's Representative as valid and permitted cell number /email id for communication.
37. That disbursement of the Loan/ Facility(s) into the account of the Mortgagor/Mortgagor's Representative would be implied consent of the Mortgagor/Mortgagor's Representative to avail Loan/ Facility(s) and to abide by all terms and conditions of the Declaration and related documents and the same shall be valid and binding upon Mortgagor/Mortgagor's Representative and no dispute shall be raised as regards the authority of the authorized partners/signatories or otherwise in respect of the documents executed in favour of the Lender.
38. The Mortgagor/Mortgagor's Representative irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purpose of depositing the title deeds on any e-platform/digitized platform as may be desired by the Lender. The Mortgagor/Mortgagor's Representative understands and agrees that the Mortgagor/Mortgagor's Representative 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/Mortgagor's Representative agrees that neither the Lender or any e-service/software provider intermediary shall be held responsible for any failure or defect of Mortgagor/Mortgagor's Representative equipment, other software, facilities, third party applications employed by the Mortgagor/Mortgagor's Representative, or internet connectivity or for any reasons in relation to the use of the e- platform/digital platform of the Lender or through any vendor/s appointed by the Lender and electronic and/or digital stamping and/or execution of this Declaration and related documents.

39. The provisions mentioned in clause 32-38 shall apply to all the documents that are digitally executed by the Mortgagor(s) in relation to the Facilities.
40. The Mortgagor/Mortgagor's Representative hereby confirms, acknowledges and agrees that the online acceptance of this Declaration including any addendums hereto through the Website or such other internet or web-based means results in a binding contract between the Parties.
41. The Mortgagor/Mortgagor's Representative is aware that transmission of this Declaration, addendums to Declaration, 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 Mortgagor/Mortgagor's Representative is desirous of receiving Communications from and providing Communications to the Rupeek Capital Private limiteds through the Electronic Media for various matters under this Declaration including in relation to the Pledge and the operation thereof.
42. In consideration of the Lender permitting the same, the Mortgagor/Mortgagor's Representative hereby irrevocably, confirms and undertakes to the Lender as under: (a) The Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Lender shall be treated as final, conclusive and binding. (b) The Mortgagor/Mortgagor's Representative has ensured and shall ensure that the Communications provided through the Electronic Media to the Lender are provided by the Mortgagor/Mortgagor's Representative and hereby agrees and confirms that the Lender shall not be responsible for conducting any verification whatsoever in this regard. (c) The Mortgagor/Mortgagor's Representative confirms that the Lender 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 Mortgagor/Mortgagor's Representative. (d) The Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media. (e) The Lender 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 Lender's rights under this Declaration or otherwise. (f) The Lender may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Mortgagor/Mortgagor's Representative in relation to the Communications through Electronic Media. (g) The Mortgagor/Mortgagor's Representative is aware and confirms that the Lender 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.

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.

The Seal of the within named Mortgagor, [_____________],has, pursuant to the resolution of its Board of Directors, passed in that behalf on the ________________________ day of ________________, ________________ hereunto been affixed in the presence of ________________________________

OR

SIGNED AND DELIVERED by the within named Mortgagor,
[____]
by the hand of ____

Borrower ____ (Signature)

Co-Borrower _____________________________________(Signature)

First Schedule
(Description of the Mortgagor)

Name: ____

Address: ____

____

Constitution: ____

Second Schedule
(Description of Immovable Property)

All those pieces and parcels of property being land together with all buildings and structures thereon at____
admeasuring ____ and bound as under:

Property 1
Boundaries:
On the
East :
West :
North :
South :

Property 1
Boundaries:
On the
East :
West :
North :
South :

Third Schedule
(Details of Facility)

Facility Amount:

No. of tranches (Single/Multiple):

Rate of Interest:

Dated this ___________________________day of _________________, 20__________________

(____)

Fourth Schedule
List of Title Deeds

Dated this day of , 20 at ___________________

Name and Signature of Mortgagor(s)/ Representative of Mortgagor(s)___________________

UNATTESTED DEED OF HYPOTHECATION

This deed of hypothecation ("**Deed**") is made and executed at the date and 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**

Rupeek Capital Private Limited, a non banking finance company having its registered office at Rupeek Capital Private Limited, Plot #45/B, Subham Complex, 1st A Main, Ground Floor, Front Wing(B), Sarakki Industrial Layout, J.P. Nagar, Bengaluru, Karnataka 560078 (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/facility as mentioned in Sanction Letter 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/ Facility") subject to and in accordance with and for the purpose mentioned in loan/facility agreement executed by the Borrower for availing Loan from the Lender (hereinafter referred to as "**Loan/Facility Agreement or Agreement**").

B. The Borrower has accepted the terms and conditions stipulated by the Lender and in consideration of the Lender providing the Loan/Facility to the Borrower, the Borrower agrees that it shall secure the Loan/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 capitalized terms not otherwise defined in below shall have the meaning assigned thereto in the Loan/ Facility Agreement.

1.1 Defined Terms

As 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 as hypothecated to the Lender and as described in Schedule I.

"**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.

"Receivables" shall mean 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.

"**Outstanding Amounts**" mean principal amount of the Loan/Facility outstanding from time to time, and all interests, Penal Charges, interest on overdue EMI/instalment/amount/interest, expenses, prepayment interest, fees, costs, commissions, charges and other amounts due under or in respect of the Loan/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 to the term 'Borrower' shall mean and be construed as the feminine gender. In the event the Loan/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, organization, any Governmental Authority or other entity or organization (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, subcontractors, agents, attorneys and other duly authorized 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/Facility Agreement and in consideration of the Loan/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/Facility, or any part thereof and the other payments including interest payments, Penal Charges, interest on overdue EMI/instalment/amount/interest, charges, costs etc. as specified in the Loan/Facility Agreement (as and when the same fall due for payment as more particularly specified in the Loan/Facility Agreement) and shall pay all Outstanding Amounts due in the manner as set out in the Loan/Facility Agreement and shall duly observe and perform all the terms and conditions of the said Loan/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 additional funds for its normal needs from other Lenders. The Borrower will obtain NOC from the Lender 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/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/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/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 Agreement 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/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 realization 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/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/Facility Agreement, the Borrower hereby undertakes and declares as follows:

a. The Borrower shall keep the Assets in good and marketable condition.
b. 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.
c. The Borrower shall pay all taxes (including stamp duty) in connection with the execution, enforcement and performance under this Deed and the registration thereof.
d. 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.

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 property 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/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/Facility Agreement. The Borrower shall not transfer or deal with the Assets upon being prohibited by the Lender from doing so.

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 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/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/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/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/Facility has been accelerated as aforesaid and not repaid pursuant to the terms of the Loan/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 composed 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 an 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 Lender 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 Securitization & 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/realization is insufficient for repayment of whole of the respective Outstanding Amounts 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, officers, in trust for the benefit of the Lender.

10.4 All other rights under Loan/Facility Agreement

The Lender shall be entitled to exercise all its rights as are available to it under the Loan/Facility Agreement and the Borrower acknowledges the Lender's rights thereunder. In case of any inconsistency between this Deed and Loan/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 Lender 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, realization 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 authorized 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 authorized 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/Facility Agreement, or occurrence of any circumstances in the opinion of the Lender, endangering the security for the payment of the Loan/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, 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/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

Every notice, request, demand or other communication under this Deed shall:

a) be in writing, delivered by hand, or by registered post, acknowledgement due;
b) be deemed to have been received when delivered by hand, at the time so delivered if during business hours on a Business Day for the recipient, and if given by registered post acknowledgement due, forty eight (48) hours after it has been put into post and be sent to the Borrower at its address first hereinabove mentioned and to the Lender at its office address first hereinabove mentioned, or to such other address as either Party may in writing hereafter notify to the other Party.

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 Bengaluru 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 All matters, questions, disputes, default, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequence of breaches, termination or invalidity thereof or relating to this deed, whether or not obligations of either or both Parties under this deed be subsisting at the time of such dispute and whether or not this deed has been terminated or purported to be terminated or completed shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment thereof and shall be referred to the sole arbitrator to be nominated by the Lender. The award given by the sole arbitrator shall be final and binding on all parties to this deed. The seat of arbitration shall be Bengaluru, Karnataka and the cost of arbitration shall be solely borne by the Borrower. 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 Bengaluru, India 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/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 it 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. The date of execution of this Deed shall be the date as mentioned in Schedule I. 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 ("Last Digital Date"). With respect to the date of execution of documents executed in relation to the Loan/Credit Facility, the same understanding shall be applied where the document is to be signed by more than one person.

26. 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 Lender including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).

27. The Borrower hereby irrevocably agrees, consents and authorizes the Lender 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 Lender to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower hereby authorizes the Lender to fetch the Borrower's/ authorized signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.

28. 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 Lender or of /through any vendor/s appointed by the Lender and also accept terms of such platform related to execution, e-stamping, data storage etc. The Borrower accepts that the documents accepted and/or executed on such e-platform/digital platform, shall be valid and binding upon the Borrower and can be relied upon and used by the Lender as a proper form of evidence and the undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/digital platform. The Lender 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.

29. The Borrower hereby irrevocably agrees and accepts that any communication received and/or sent from the Lender /third party vendors/agents etc. appointed by the Lender, whether by way of an SMS, email etc. on the registered mobile numbers/email id(s) of the Borrower/Borrower's authorized signatories available with the Lender shall be treated as valid and binding upon the Borrower. The Borrower also agrees consents and accepts that the Lender shall be at liberty to treat the registered mobile number/email id of the Borrower/Borrower's authorized signatories as valid and permitted cell number /email id for communication.

30. That disbursement of the Loan/Credit Facility into the account of the Borrower would be implied consent of the Borrower to avail the Loan/Credit Facility and to abide by all terms and conditions of the Deed and related documents and the same shall be valid and binding upon Borrower and no dispute shall be raised as regards the authority of the authorized partners/signatories or otherwise in respect of the documents executed in favour of the Lender

31. The provisions mentioned in clause 25-30 shall apply to all the documents are digitally executed by the Borrower and/or Co-borrowers in relation to the Facilities

32. The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Deed including any addendums hereto through the Website or such other internet or web-based means results in a binding contract between the Parties.

33. The Borrower is aware that transmission of this Deed, addendums to this Deed, 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 Lender through the Electronic Media for various matters under this Deed including in relation to the Loan/Facility and the operation thereof.

34. In consideration of the Lender permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Lender as under: (a) The Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Lender 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 Lender are provided by the Borrower and hereby agrees and confirms that the Lender shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower confirms that the Lender 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 Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media. (e) The Lender 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 Lender's rights under this Deed or otherwise. (f) The Lender 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 Lender 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.