

DEFINITIONS

In this agreement unless the context otherwise requires.

"Agreement" means this agreement.

"Application" means application made by the Borrower to the Bank for the Financial Facility and all other information and documents submitted by the Borrower to the Bank with a view to get the Bank to make available the Financial Facility.

"EMI" or "Equated Monthly Installments" means the amount of monthly payment necessary to amortise the Financial Facilities with interest, over the period of the Financial Facilities.

"Environmental, Social and Governance Laws" means any law, rules and regulations (including international treaty obligations) applicable concerning (i) environmental matters and natural resource management, (ii) employees and labour and their condition of workplace (particularly compliance with regulations relating to child and forced labour, discrimination and rights of association), (iii) protection of occupational as well as public health and safety, (iv) the regulations of public participation, (v) the protection and regulations of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, (vi) all other laws, rules and regulations providing protection of employees and citizens, including respecting human rights life and fire safety and building integrity laws, rules and regulations.

"Environmental, Social and Governance Action Plan" means a plan (if any) setting out specific environmental, social and governance measures to be undertaken by Borrower, acceptable to both Parties and developed by Borrower and / or Bank.

"Excluded Activity" means any of the activities listed in Bank's ESG Exclusion List.

"Financial Facility" means the term loan sanctioned/to be sanctioned by the Bank to the Borrower in a sum as set out at Serial No.1 of the Schedule written hereunder and up to which the Bank may lend and advance to the Borrower and includes where the context so requires outstanding amounts under the Financial Facility, on the terms and conditions prescribed by the Bank from time to time and in force at the time of repayment.

"Sanction Letter" means the letter bearing number _____ dated _____ and addressed by the Bank to the Borrower and conveying the in principle sanction of the Bank of the Financial Facility to the Borrower.

"Person" means any person, firm, company, corporation, society, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

Reporting means an annual report as required by Bank, and that Borrower reports serious Environmental, Social and Governance incidents (including specifically fatalities) within 24 hours of occurrence.

"Security/Securities" means all, any or each of the guarantees and all assets, whether moveable or immovable over which security, from time to time, is created or executed in

favour of the Bank to secure the amounts outstanding under the Financial Facility or any part thereof;

1. LOAN AND TERMS OF THE LOAN

1.1 Loan

Based upon the Borrower's request, representations, warranties, covenants and undertakings as contained herein and in the loan application as well as Sanction Letter and other Transaction Documents executed / to be executed, by the Borrower in relation to the Loan, the Lender has agreed to make available to the Borrower and the Borrower has agreed to avail from the Lender, the Loan in the manner and on such terms and conditions mentioned in this Agreement and its Schedule. The Loan shall be granted for the tenure as provided in the Schedule hereunder written. In consideration of the Loan being sanctioned by the Lender, the Borrower agrees to unconditionally abide by and observe all the terms and conditions herein after set out and as may be stipulated by the Lender from time to time.

1.2 Purpose of Loan

The Loan has been granted for by the Lender to the Borrower for its use in the course of business and is more particularly provided in the Schedule hereunder written. The Borrower covenants that the Loan or amount advanced will be utilized for the purpose as stated herein and shall not be utilized for any other purpose and all the terms and conditions of sanction of the Loan will be duly observed.

1.3 Interest

1.3.1 The Borrower covenants with the Bank to pay interest on the Loan or such sum as may be due by the Borrower to the Bank from time to time at the rate and periodicity as mentioned in the Schedule hereunder written till the entire outstanding Loan amount and interest thereon is repaid by the Borrower.

1.3.2. The Borrower further agrees that the Bank shall be entitled to revise the rate of interest, additional interest and/or periodicity of charging interest etc. as mentioned herein at any time during the tenure of the Loan by giving notice to the Borrower and/ or notifying on the notice board of the Bank or in the website of the bank or by any approved means of communication including e-mail and SMS and shall thereafter be entitled to charge interest at the changed rate / rests as if the same was provided for in this Agreement.

1.3.3 The Borrower shall reimburse or pay to the Lender such amount as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Lender.

1.3.4 Additional Interest:

On occurrence of any Event of Default as specified hereunder including but not limited to delay or failure of the Borrower to pay any amount on the due date as provided in the Schedule hereunder written, the Bank reserves the right to impose additional interest at such rate as provided in the Schedule hereunder written. Such obligation to pay the additional / default interest shall arise without the need for any notice thereof or demand therefore. It is hereby clarified that payment of any additional/default interest shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Loan. The Lender's right to charge additional interest shall not, in any manner whatsoever, impair or hinder the Lender's rights to seek recourse to any other remedies available with the Lender on occurrence of an Event of Default.

1.3.5 Increased Cost:

The Borrower agrees to pay to the Lender, the amount of any cost incurred by the Lender or any of its affiliates as a result of:

- a) the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; and/or
- b) compliance with any law or regulation made effective after the date of Sanction Letter; and/or
- c) additional solicitor's and lawyer's fees or introduction of new or additional stamp duty, registration charges and other incidental expenses incurred or levied in connection with the Loan.

The Applicable Law shall mean and include all statutory, enactments, Acts of the legislature in India, Laws, Ordinance, rules, bye laws regulations, notifications, guidelines, policies, directions, directives and Orders of any Govt. and / or regulator as amended from time to time.

1.4 Interest Reset

1.4.1 The rate of interest stipulated will be subject to revision during the tenure of the Loan and shall be reset, depending on the Cost of fund of the Lender or depending on the directives

of Reserve Bank of India from time to time. The said revision, if any, shall be intimated to the Borrower through any of the accepted modes of communication by the Lender.

The rate of interest under Fixed Rate Option may be reviewed and re-set by the Bank, from time to time or on directions of Reserve Bank of India. The rate of interest under Fixed Rate Option may be reviewed and re-set by the Bank on completion of each Block Period of 5 years. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment may be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of the block period.

1.5 Fees, Charges, Duties and Taxes

1.5.1 It has been agreed between the Parties that processing fees, administrative fees, commitment charges, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and such other charges as are specified in the Schedule hereunder written shall be payable on the sanctioned Loan amount by the Borrower. Further, it has been agreed that all taxes and duties including /GST are to be borne by the Borrower.

1.5.2 The Borrower shall bear and pay all such imposts, duties and taxes (including Interest, stamp duty and other taxes, if any) as may be levied from time to time by any Government or other authority with the sanction of law, pertaining to or in respect of the Loan amount.

1.5.3 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter-claim, set off, deduction or withholding, whether on account of tax deductions, charges, stamp duty, liability or impost or otherwise, if any, and the Borrower agrees as follows:

(a) The Borrower shall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law;

(b) The Borrower shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify the Bank accordingly;

(c) If a tax deduction is required by Law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required;

(d) If the Borrower is required to make a tax deduction, the Borrower shall make that tax deduction and any payment required in connection with that tax deduction within the time allowed and in the minimum amount required by Law;

(e) Within 30 (Thirty) days of making either a tax deduction or any payment required in connection with that tax deduction, the Borrower shall deliver to the Bank evidence reasonably satisfactory to the Bank that the tax deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

1.5.4 The Borrower shall reimburse all sums paid and/or expenses incurred by the Lender in relation to the Loan within 30 (thirty) days from the date of intimation by the Lender as and

when called upon to do so by the Lender or the Lender shall be entitled to include such amounts into the principal amount of the Loan and modify the EMIs and/or tenure of the Loan as may be decided by the Lender. All such sums shall carry additional interest from date of payment till such reimbursement at the rate specified in the Schedule.

1.6 Drawdown/ Disbursement

1.6.1 The Lender shall disburse the Loan as per the disbursement schedule provided in the Schedule hereto either in one lump sum or in suitable instalments/tranches upon the receipt of the disbursal request form from the Borrower to the Lender. Disbursement shall be made in such mode and manner as provided in the Schedule annexed here in this agreement.

1.6.2 It is further agreed between the Parties that where the declared end use or any integral part thereof, during the subsistence of this Agreement, is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc., then this Agreement shall stand terminated from the date from which the declared end use or any integral part thereof has become illegal, and the Borrower shall be liable to repay the entire Loan amount along with accrued interest, costs, charges, levies etc. forthwith to the Lender.

1.6.3 After execution of this Agreement, the Borrower shall not be entitled to cancel the Loan or refuse to accept the disbursement of the Loan, except with the approval of the Lender and on payment to the Lender, of such cancellation charges or foreclosure charges as provided in the Schedule hereunder and as may be modified by the Lender from time to time. The Bank shall however have the right to terminate all and/or any undrawn part of the Loan without giving notice to the Borrower. The Borrower shall be informed and intimated by the Bank of such termination of the undrawn amount of the Loan as soon as practicable by the Bank.

2. REPAYMENT / PREPAYMENT

Repayment:

2.1.1 The Loan (including but not limited to the principal, interest thereon and any other charges, expenses, interest, additional interest, premium, fees, taxes, including GST, levies or other dues payable by the Borrower to the Lender in terms of this Agreement) shall be repayable by the Borrower to the Lender at the place in terms of the repayment schedule and in the manner provided in the Schedule hereunder written.

2.1.2. The Borrower undertakes to open an account with the designated Branch of the Lender as per the instructions of the Lender and keep sufficient balance and give standing instructions to the Lender to debit the said account on the respective due dates for the EMI amount together with all the interest and charges due and payable to them Lender.

2.1.3 The EMI amount (as provided in the Schedule hereunder written) shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Loan at the end of its tenure and the Borrower agrees to continue paying EMIs until all amounts due and payable by the Borrower under the Loan have been repaid in full to the Lender.

2.1.4 No notice, reminder or intimation shall be given to the Borrower/Co-borrower regarding its obligation to pay the amount payable hereunder on the due date and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by

the Borrower to the Lender on the due date and in the manner provided in the Schedule.2.1.5 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise

2.1.6 Prepayment:

The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment / acceleration of

Instalments or pre-payment at the request of the Borrower, subject to the condition that the Lender may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of Instalments. If permitted by the Lender, the Borrower shall give prior written notice of its intention to pre-pay the full amount of the Loan and pay to the Lender such pre-payment charges as may be prescribed by the Lender from time to time.

Any pre-payment of any part of the Loan has to be made in accordance with the conditions specified by the Lender and subject to applicable prepayment charges which shall be levied on the Borrower by the Lender. Save and except as mentioned above, the Borrower shall not be entitled to make any pre-payment. Notwithstanding the above, if the Borrower pays any amount to the Lender before the due date, the Lender shall be entitled to appropriate the same in such manner as it deems fit. The Lender will give the Borrower credit for the same only on the due date and not before.

In the event the Lender permits any pre-payment, the repayment schedule may be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment schedule.

2.1.7 Borrower's Liability:

The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendments to or changes in the Borrower's constitution, or upon the Borrower becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successors, permitted assigns and legal heirs

3. CONDITIONS PRECEDENT

3.1 The Lender shall have the discretion to not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Lender:

3.1.1 The Loan Agreement and such other Transaction Documents are duly executed, and delivered to the Lender by the Borrower;

3.1.2 The Borrower shall have provided such information as may be called by the Lender in order to verify the credit worthiness of the Borrower;

3.1.3 The Borrower submits to the satisfaction of the Lender all such documents for verification as are required to be provided under the Bank's policies;

3.1.4 The Borrower submits to the Lender, SI/ NACH mandate towards repayment of all the installments.

3.1.5 The Borrower submits to the Lender, any other documents or writing including Power of Attorney in favour of the Lender, as the Lender may require in its sole discretion.

3.2 The Lender may not, having disbursed any amount, disburse any further amount under the Loan, unless the following conditions are complied with, in the sole discretion of the Lender before such further disbursement: -

3.2.1 No Event of Default as specified in clause 8 hereinafter shall have occurred;

3.2.2 The Borrower shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements;

3.2.3 The Borrower shall have produced his/their periodic financial statements;

3.2.4 No extra ordinary circumstances shall have occurred, which in the sole opinion of the Lender may make it improbable for the Borrower or otherwise adversely affect his/their capability of fulfilling any of the terms and conditions contained in this Agreement.

4. CONDITIONS AND COVENANTS

4.1 In consideration of the Lender having advanced/agreed to advance the Loan to the Borrower, the Borrower hereby undertakes that it shall comply with the following conditions and covenants during the Tenure of this Agreement and until full repayment of the amounts due under this Agreement:

4.1.1 Affirmative Covenants

The Borrower shall comply with the following:

i. Obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents if any required to enable it to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement;

ii. Use the said Loan for the purpose for which it is sanctioned. In case the Borrower fails for any reason to utilize the Loan for the said purpose or utilizes any part of the said Loan for any purpose other than the said purpose, the Lender shall be entitled to rescind this Agreement on that ground and to recall the Loan on 15 (fifteen) days' notice in writing to the Borrower/Co-borrower.

lii. Conduct the business to the best of its ability, in an orderly, efficient and customary manner.

iv. Promptly give written notice to the Lender of:

a. all litigation /dispute / action from/against the Borrower from anyone (including any governmental or regulatory authority) materially affecting the Borrower, which is threatened and/or likely to be filed and/or filed,

b. any Event of Default under the terms of this Agreement or of any document provided for herein.

v. Promptly inform the Lender if the Borrower is on the verge of being declared as bankrupt/insolvent.

Vi. Pay all costs, charges and expenses in any way incurred by the Lender, including travelling and other allowances, such stamp duty, registration fees, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force., and in the event of the Borrower failing to pay such stamp duty, other duties, taxes and penalties, as aforesaid, the Lender will be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse the same to the Lender on demand with Interest thereon at the same rate as on defaulted Installments in respect of the Loan as specified hereinabove with monthly rests from the date of payment and until such reimbursement by the Borrower. The Borrower shall pay inspection charges, commitment charges and all other applicable charges.

Vii. Upon notice from the Lender, pay or reimburse to them all legal charges, costs and expenses in any way incurred by them in connection with or relating to this transaction.,

including cost towards searches, travelling allowances, drafting, stamping and registration of the Transaction Documents, obtaining any other requisite approvals as may be applicable and the fees of the Lender's legal counsel.

viii. The Borrower shall maintain a Fixed Debt Service Ratio (as defined in the Bank's policies) and also comply with other norms in accordance with the Bank's policies.

ix. The Borrower shall ensure strict compliance of all applicable laws and statutory / regulatory requirements, permissions, approvals, sanctions, conditions and requirements of the State or Central government / local authorities.

x. The Borrower shall provide regular certification by a Company Secretary/ Chartered Accountant, regarding compliance of various statutory prescriptions as per the Reserve Bank of India ("RBI") guidelines issued from time to time, on a quarterly basis.

xi. The Borrower shall not undertake expansion / diversification without obtaining prior written permission of the Lender and without proper tie-up of funds.

xii. The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports as the Bank may require from time to time. as to the compliance with the terms of this Agreement and shall also submit to the Bank, in form and detail satisfactory to the Bank, the Financial Statements at such intervals and time, as may be prescribed/ required by the Bank from time to time.

xiii. The Borrower hereby agrees and authorizes the Lender and/or its regulator(s) or any third parties appointed by the Lender and / or its regulator(s) to inspect the Borrower's premises and/or books of accounts. The Borrower shall reimburse all costs and expenses incurred by the Lender, its regulator(s), third parties appointed by the Lender or its regulator(s) for such purposes.

xiv. The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower/Co-borrower.

xv. The Borrower hereby agrees to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said Loan, a statement of account made out from the books of the Bank and signed by an officer of the Bank, without production of any voucher, documents or other papers.

xvi. The Borrower shall perform and execute, upon request of the Bank, such acts and deeds, as may be necessary to carry out the intent of this Agreement

The Borrower covenants with the Bank that the Borrower shall apprise/inform the Bank of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower to repay the said Loan or interest there-on or likely to affect the Security for the said Loan or the obligations of the Borrower to the Bank in respect of the said Loan.

4.1.2 Negative covenants:

Except with the prior written consent of the Lender, the Borrower shall not:

- (a) Undertake any expansion or make any capital expenditure other than those estimated/projected;
- (b) Enter into borrowing arrangements either on secured or unsecured basis with any other persons/banks/financial institutions other than the Lender;
- (c) Undertake guarantee obligations on behalf of any other person/ borrower/organization;
- (d) Enter into any contractual obligations of a long-term nature affecting the Borrower financially to a significant extent;

- (e) Use the Lender's funds towards unrelated activity or invest the Lender's funds in shares, debentures, deposits or other instrument of any entity;
- (f) Encumber or dispose of any of the assets owned and held by the Borrower.

4.1.3 Other Covenants

Borrower covenants to Bank that:

- a) Borrower shall comply with all laws (including laws relating to environment, social labour and governance Laws) applicable to the Parties.
- b) Borrower agrees that it shall not directly or indirectly, take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any excluded activity except that, in the case of tobacco, the Bank shall use all reasonable efforts not to provide funding to clients engaged in such activities and shall ensure that in all events, the Party's aggregate funding to such clients shall not at any time exceed two per cent. (2%) of the Party's total disbursed portfolio in respect of such Relevant Financing Operations.
- c) Borrower shall put in place appropriate procedures and policies to restrict its employees, consultants or other agents from causing breach of (a) any conditions, covenants or undertakings under this [agreement] and (b) Environmental, Social and Governance Laws.
- d) Borrower shall put in place appropriate procedures and policies to prohibit the engagement of any person under 18 years of age on a worksite, regardless of their direct employer.
- e) Borrower shall put in place appropriate procedures and policies to respect the right of all workers to bargain collectively (through a trade union or other appropriate mechanisms). Additionally, it shall not discriminate in respect of any employment decision against workers on the grounds of their trade union membership.
- f) Borrower shall best endeavours to ensure that all subcontractors, including labour-only contractors, are required to comply with all Environmental, Social Labour and Governance Laws and with clauses III (d) & (e) related to child labour and freedom of association.
- g) Borrower shall, if required by Bank, finalize an ESG Action Plan, and comply with the milestones provided therein.
- h) Borrower shall deliver to Bank, such information on the [project] as may be considered necessary or desirable to Bank, and to report on serious incidents within 24 hours (including, without limitation, explosions, any workplace accidents that result in death, serious or multiple injury, material pollution, or any violent labour unrest or dispute between the Company and local communities).

- i) Borrower shall promptly, [upon receiving [Z] days prior notice from Bank,] permit Bank (through its representatives, delegates or persons nominated by it), to inspect, examine and audit, the operations, business, and activities of Borrower

4.2 Notwithstanding what has been stated herein or elsewhere, the Lender shall have the right to review the Loan and/or any of the terms and conditions of this Agreement and/or any of the Transaction Documents at such intervals as the Lender may deem fit in its absolute discretion.

5. BORROWER'S REPRESENTATIONS AND WARRANTIES

5.1 Save and except to the extent already disclosed under this Agreement, the Borrower hereby represents, warrants and undertakes as follows:

(a) All information furnished by the Borrower to the Lender from time to time, is true and correct and shall be deemed to form part of the representations and warranties on the basis of which the Lender has agreed to provide the said Loan. The Borrower shall notify in writing to the Lender of any circumstances affecting the correctness of any of the particulars provided by the Borrower to the Lender, immediately on the happening or occurrence of such circumstance.

(b) There is no litigation/proceedings pending against the Borrower and the Borrower is not at present aware of any facts likely to give rise to such litigation/proceedings or to material claims.

(c) The execution on behalf of borrower of this Agreement has been and the execution on behalf of borrower of the Transaction Documents will be validly authorized and the obligations expressed as being assumed by the Borrower hereunder and under the Transaction Documents by the Borrower constitute and will constitute valid legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(d) Neither the execution and delivery hereof and of the Transaction Documents by the Borrower nor the performance or observance of any of obligations of the Borrower thereunder shall;

- i. conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound; or
- ii. cause any limitation on any of the powers whatsoever of the Borrower howsoever imposed.

(e) The Borrower has all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof, and to carry out the terms, conditions and provisions and the execution and delivery of this Agreement by the Borrower has been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound.

(f) The Borrower is not in default under any law, rule, regulation, order, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound.

(g) The Borrower is of good financial standing and in a position to meet its ongoing obligations and has not been served with (or threatened with) a notice of insolvency or bankruptcy.

- (h) Neither the Borrower nor any of its partners / members / directors / trustees / (as applicable) have been included in any list of defaulters by any regulatory/statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc.
- (i) The Borrower has obtained the necessary permissions, sanctions, approvals and consents for carrying on its business. The said permissions, approvals and consents are in force and subsisting and the Borrower undertakes to strictly comply with all such permissions.
- (j) No Event of Default (as defined hereinafter) or potential Event of Default has occurred and/or is in existence or continuing.
- (k) The Borrower undertakes to the Lender that the Borrower shall make arrangements satisfactory to the Lender for meeting shortfall, if any, in the resources of the Borrower for repayment of the said Loan.
- (l) The provisions herein contained do not in any manner whatsoever conflict with the governing document of the Borrower or any judgment, decree or order or any statute, rule or regulation applicable.
- (p) Borrower is in compliance with all laws (including Environmental, Social labour and Governance Laws) applicable to the Parties.
- (q) Borrower is not taking part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any Excluded Activity except that, in the case of tobacco, the Borrower shall use all reasonable efforts not to provide funding to clients engaged in such activities and shall ensure that in all events, the Party's aggregate funding to such clients shall not at any time exceed two per cent. (2%) of the Party's total disbursed portfolio in respect of such Relevant Financing Operations.
- (r) [Except to the extent disclosed in writing to Bank], Borrower is not aware of any claims instituted or threatened against it for breach of any laws (including Environmental, Social and Governance Laws).

5.2 The Borrower shall be deemed to repeat the representations and warranties contained in this clause on each day until the date of repayment of the entire amount due hereunder.

5.3 The Borrower does hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfill, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of the Loan limits or accounts without any reference, notice or intimation by the Bank in that behalf.

5.4 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative ^ of any director or none of its directors/partners /members (if the Borrower is a company/partnership firm) is a director; of the Bank or any other Banks including Scheduled Co-operative Banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative ^ or none of its directors/ partners/ members (if the Borrower is a company/partnership firm) of any Senior Officer # of the Bank or of any other Banks;

*Applicable in cases where borrower is maintaining savings a/c with **Utkarsh Small Finance Bank Limited**.

#The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalised bank or any

officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

^ The term "relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including step-sister) of the spouse. The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the facility that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke the facility.

OR

The Borrower declares that the Borrower is related to the director(s) and /or Senior Officer(s) of the Bank or of any other Banks as specified in schedule "A" hereto:

6. INSPECTION AND DISCLOSURE OF INFORMATION

6.1 Inspection

6.1.1 As from the date of this Agreement and so long as any amount under the Loan remains outstanding, the Borrower shall permit the Lender and its authorized representatives to carry out periodical inspection or examine the books of accounts of the Borrower and to have its offices/ assets inspected from time to time by the officers of the Lender and/or independent consultant and to carry out technical and legal inspections. Any such representatives of the Lender shall after giving a reasonable notice to the Borrower, have access to any part of the Borrower's premises, godowns, places and to its records, registers and accounts and shall receive full co-operation and assistance from the Borrower and its employees. The cost of such inspection, shall be borne and paid by the Borrower on demand and until payment, the same shall carry interest at the same rate as on defaulted installments in respect of the said Loan.

6.2 Disclosure of information

6.2.1 The Borrower consents to disclosure by the Lender of information and data relating to the Borrower, the said Loan, the obligations assumed or to be assumed by the Borrower in relation to the said Loan and default, if any, committed by the Borrower in discharge thereof and accordingly:

(a) agrees and consents to the disclosure by the Lender of all or any such information and data relating to it, the said Loan, and default, if any, committed by it in discharge of such obligations as the Lender may deem appropriate and necessary to disclose and furnish to Reserve Bank of India ("RBI") and to the Credit Information Bureau (India) Ltd. ("CIBIL") and any other agency authorized in this behalf by the RBI;

(b) declares that the information and data furnished by it to the Lender is true and correct as of the date such information and data was provided to the Lender or, where such information and data relate to a specific date or period, on such date or in respect of such period;

(c) undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared

by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

7. CROSS COLLATERALISATION

Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s) are fully discharged to the satisfaction of the Lender. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Lender, under which the Borrower is enjoying financial / credit facility, such event, shall be considered as an event of default occurred under this Agreement and the Lender, shall be absolutely entitled to exercise all or any of its rights under this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loans/facility (ies) availed/to be availed from the Lender.

8. EVENTS OF DEFAULT

8.1 Notwithstanding anything contained herein or in any Transaction Documents executed by / to be executed by the Borrower in the Lender's favour, the Lender shall at its option declare the said Loan and all of the obligations of the Borrower to the Lender hereunder, immediately due and payable, after giving a notice of 7 (seven) days to the Borrower, irrespective of any agreed maturity, upon the happening of any of the following events ("Events of Default"). In any of the following Events of Default, the lender shall be entitled to demand payment of the entire amount then outstanding in respect of the said Loan, as if the period for repayment has expired and shall also be entitled, on failure to pay the interest at the end of each month to debit it to the Borrower's accounts and capitalize the amount of such interest as if such amount was a fresh loan advanced by the Bank to the Borrower and shall be entitled to charge like interest thereon, in addition to charging penal/additional interest at the rate mentioned in the Schedule hereunder written from the date of default to the date of payment of entire overdue amount with interest.

The following event/s, either singly or together shall constitute an Event of Default, that is to say:

8.1.1 Default in payment by the Borrower of any instalment/s of principal amount, Interest, commission, service charges, expenses or any other monies due and payable and/or any amount due under this Agreement, on demand by the Lender;

8.1.2 Any representation or information given by the Borrower in terms of the Agreement, the Transaction Documents or as may be called upon by the Lender and any representations or statements, made or deemed to be made, or any undertaking(s) given by the Borrower are found to be misleading, incorrect or false, materially affecting the continuation of the Loan or the Borrower commits or threatens to commit any breach or repudiates or threatens to repudiate or there is default in performance of any other covenant, condition or stipulation on the part of the Borrower under this Agreement or any Transaction Documents;

8.1.3 Non-submission by the Borrower of any documents or information as may be reasonably called upon by the Lender to assess and determine that the Borrower is sound and its operations are conducive to the interest of the Borrower or its creditors;

8.1.4 Any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Borrower which may lead to its declaration as insolvent or bankrupt;

8.1.5 The Borrower is or becomes unable to pay its debts

8.1.6 If any attachment, distress, execution or other process is enforced, initiated or levied upon the Borrower or its properties or a receiver is appointed in respect any property /assets of the Borrower;

8.1.7 If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, any petition in bankruptcy of by, or against the Borrower is filed;

8.1.8 A receiver or liquidator is appointed or allowed to be appointed in respect of the Borrower;

8.1.9 If any Governmental or other statutory and regulatory authorities license, approval, authorization, consent or exception, required to enable the Borrower to perform any of its obligations under this Agreement, is withdrawn or modified or if it becomes unlawful for the Borrower to perform any of its obligations under this Agreement, or if the management of the undertaking or the business of the Borrower is taken over or the Borrower suspends or ceases to carry on all or a material part of its business;

8.1.10 If the Borrower opts to discontinue his/their profession or close down his/their business/trade for any reason whatsoever;

8.1.11 If there is a material adverse effect on the Borrower's business operations or constitution or in its future business prospects, either on account of threatened, potential or actual, material disputes, litigation or legal process, change in regulatory or other financial provisions, alienation of its properties or assets by any means, imposition of any administrative or investigative actions by statutory or other regulatory authorities;

8.1.12 A moratorium, standstill, or similar suspension of payments in respect of the indebtedness, whether internal or external, of the Borrower, has been or may in the reasonably foreseeable future be declared by the government, RBI or any other governmental agency of the Borrower or the Lender;

8.1.13 Cross Default

8.1.14 (a) If the Borrower defaults or threatens to default in discharging its liability, under any other agreement or other writing between the Borrower and the Lender, or under any other agreement with the other creditors, or in the performance of any covenant, term or undertaking thereunder, or

(b) If the Borrower suspends or threatens to suspend any payment to any creditor when due or any creditor of the Borrower becomes entitled to declare any sums due and payable prior to the date on which it would otherwise have become due, or

(c) any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower is not honoured when due and called upon; or

(d) any financial indebtedness including any money borrowed or raised, receivables sold or discounted or any other transaction entered into by the Borrower having the commercial effect of borrowing or any guarantee or indemnity given by the Borrower (hereinafter together collectively referred to as "financial indebtedness") is/are not paid when due nor within any originally applicable grace period; or (e) any commitment for any financial indebtedness of

the Borrower is cancelled or suspended by a creditor as a result of an event of default (howsoever described);

8.1.15 If the financial institutions and/or banks with whom the Borrower has entered into or shall be entering into agreements for financial assistance have refused to disburse the moneys or any part thereof, or have recalled the same under their respective agreements with the Borrower, or there is any deterioration in the Borrower's credit rating;

8.1.16 The Borrower causes to undertake any action, event or step, which directly or indirectly, causes any change in the representations and warranties made by the Borrower under this Agreement or any other Transaction Documents without the prior written approval of the Lender, or there are any circumstances which in the sole judgment of the Lender are prejudicial to the interest of the Lender;

8.1.17 If the Borrower dissolves or ceases or threatens to discontinue or carry on its business;

8.1.18 If the Borrower commits a breach of or default under any of the Transaction Documents;

8.1.19 If the Borrower fails to comply with any of the conditions and/or covenants stipulated in this Agreement;

8.1.20 If the Borrower fails to create the Security or give Security Cheques/ SI/ NACH or submit additional documents to the Lender as provided herein;

8.1.21 If the Borrower fails to sign and execute such documents, papers, writing or such additional documents, papers or writing as required and called upon within 10 days from the date of intimation by the Lender during the tenure of this Agreement, till the time all amounts hereunder are repaid to the satisfaction of the Lender;

8.1.22 If any circumstance or event occurs which in the opinion of the Lender is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, or jeopardize or adversely affect in any manner, the ability/ capacity of the Borrower to perform or comply with its obligations hereunder to repay the Loan;

8.1.23 Any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change or any material change in the management of the business of the Borrower;

8.1.24 If the Loan amount or any part thereof is utilized for any purpose other than the Purpose for which it is sanctioned by the Lender;

8.1.25 If any extra-ordinary circumstances shall have occurred, which shall make it impossible for the Borrower to fulfill any of its obligations hereunder.

8.1.26. There exist any circumstances which in the opinion of the Lender prejudicially affects or may affect the Lender's interest or the Borrower's ability to repay the Loan.

8.1.27. Demise of the Borrower or if the Borrower compounds with its creditors or permits any attachment or sequestrations or other processes against any of its assets or properties.

8.1.28. If in the opinion of the Lender, the Borrower is unable to service the Loan.

On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

8.2 Consequences of default

8.2.1 The Borrower agrees and acknowledges that the following consequences shall forthwith ensue upon the occurrence of an Event of Default:

(a) Repayment of the Loan shall be accelerated and all amounts due including the entire amount of the Loan outstanding and all accrued Interest due thereon, irrespective of schedule

of repayment shall become forthwith payable by the Borrower to the Lender and nothing herein contained shall be deemed to affect or prejudice the rights or powers of the Lender to demand repayment of the Loan and all monies due and payable by the Borrower under this Agreement;

(b) In addition to the above, the Lender shall be entitled to adopt criminal and/ or civil proceedings against the Borrower, including but not limited to for dishonour of cheques under Section 138 of the Negotiable Instruments Act.

(c) The Lender shall be entitled, without any prior or further notice to disclose to the Reserve Bank of India, Credit Information Bureau (India)Ltd. or any other authority or any other third person, the name/identity of the Borrower and the fact of the Borrower having committed the act of default with full details thereof.

Nothing herein contained shall prejudice any other security, present or future or any right or remedy available to the Bank against the Borrower, their partners or other persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Bank hereunder.

9. BANKERS' LIEN / SET OFF /RIGHT TO DEBIT

9.1 The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a banker's lien or right of set-off against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with the Lender, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to the Lender in the same manner as if the obligation were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in the Lender's possession or custody whether for safe-keeping or otherwise. If upon demand by the Lender, the amounts due under the Loan are not repaid within the prescribed time, then credit balance in any account of the Borrower may be adjusted towards the amounts due. In case of any deficit, the deficit amount may be recovered by the Lender from the Borrower.

9.2 The Bank shall be entitled at any time and from time to time without any notice, reference or intimation to the Borrower and without the Borrower's consent to adjust, appropriate or set off any credit balance or any part thereof due or to become due to the Borrower in any of Borrower's current, savings, term deposit or any deposit account or any account whatsoever at any of the Bank's branches in the Borrower's name with or without joint names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding dues. Notwithstanding the Bank's decision / action / policy, if any, to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest, penal interest, interest tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.

9.3 The Securities created hereunder or under any other credit facilities provided by the Lender to the Borrower under any other agreements shall continue to secure the deficit without prejudice to the right of the Lender to demand immediate repayment of the amounts due from time to time under the Loan in terms of this Agreement. If any Interest remains unpaid on the date it is due and payable then all the unpaid Interest on the due date, at the option of the Lender shall be debited on the due date from the account of the Borrower at any of its branches in India.

10. CANCELLATION AND TERMINATION

The Lender may, in its sole discretion cancel and terminate the Loan and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of the Lender, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for the Lender to disburse or continue the Loan to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under any of the Transaction Documents. The disbursement having been made by the Lender, the Borrower shall not be entitled to cancel and/or terminate this Agreement.

As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated till the Loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of any other documents hereafter.

11. LENDER'S RIGHT TO ASSIGN

The Borrower shall not assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Lender. The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and shall have full power and authority to sell, assign or transfer by novation or otherwise, in any manner, in whole or in part this Agreement/Transaction Documents, and in such manner and on such terms as the Lender may decide, (including reserving a right to the Lender to retain its power thereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee) and any or all outstanding dues of the Borrower to any third party of the Lender's choice without any further reference or intimation to the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Lender as the case may be.

12. WAIVER

12.1 No implied waiver or impairment

12.1.1 No delay or omission of the Lender in exercising any right, power or remedy accruing to the Lender upon any default hereunder or under any Transaction Documents 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 in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender 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, in equity, or in any of the other documents.

12.2 Express Waiver

12.2.1 A waiver or consent granted by the Lender under this Agreement will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

13. AMENDMENT

The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the sanction letters, agreements, security documents (if any) issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

14. RECORDS

The Lender has a right to hold all the Transaction Documents and any other information exchanged between the Lender and the Borrower under this Agreement even after expiry or termination of this Agreement or for such period as may be specified from time to time for fulfilling any regulatory/ internal policy obligations/ guidelines including Anti-Money Laundering related requirements.

15. NOTICES

Any demand or notice to be made or given to the Borrower may be made or given by leaving the same at or posting the same by post in an envelope under certificate of posting addressed to the Borrower at their place of business, residence or office and every such demand or notice shall be deemed to be received as the case may be at the time at which it is left or at the time at which it should have been delivered in the ordinary course of post.

16. HEADINGS

The headings of the clauses are inserted for convenience of reference only and shall not be deemed to affect the construction of the provisions of this Agreement.

17. PROVISIONS SEVERABLE

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

18. GOVERNING LAW & JURISDICTION

18.1 This Agreement and the Transaction Documents shall be governed by the laws of India. The Parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this Agreement and the other Transaction Documents including the recovery of the loan amount and the interest amount along with such costs, expenses, charges etc. by the Lender shall be subject to the exclusive jurisdiction of the courts and tribunals of the city/place in

which the branch of the Bank from where the disbursement has been made is situated, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court and/or tribunal of competent jurisdiction at any other place. The Bank shall be entitled to refer the dispute to the Debts Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 , where applicable.

The Borrower hereby confirms that where the applicable jurisdiction is not the Debt Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, in such event, the disputes, differences, claims between the Parties hereto arising out of this Agreement, including any disputes with regard to the recovery of the Loan amount including the interest amount the same shall be referred to the sole arbitrator duly appointed by the Bank. The arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted at Varanasi or Mumbai

. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on all of the Parties.

19. RELATIONSHIP

The relationship between the Lender and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Lender under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Lender.

All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and shall not be in derogation thereof.

20. INCONSISTENCY

This Agreement shall always be read with the Schedule hereunder written, Sanction Letter and all other agreements and documents executed or to be executed by the Parties hereto and interpreted accordingly. It is expressly agreed that the other Transaction Documents shall be read as part and parcel of this Agreement and all such covenants, stipulations and obligations as are required to be performed or observed by the Borrower in pursuance of the other Transaction Documents and all such powers and rights as are conferred upon the Lender thereunder shall be deemed to be set out, required or conferred by this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day, month and year as mentioned in the schedule.

NPA/SMA Classification: -

SMA Subcategories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	On 90 th Day of Loan becoming overdue

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the bank runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-0 until April 30, 2021 i.e. up to 30 days of being continuously overdue.

Subsequently the account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.



Utkarsh Small Finance Bank